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ASX Announcement 15 May 2025

Peak to be acquired by Shenghe following a Non-Renounceable Entitlement Offer

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- **Peak and Ganzhou Chenguang Rare Earths New Material Co., Ltd. (Chenguang), a wholly-owned subsidiary of Shenghe, have entered into a binding Scheme Implementation Deed under which Chenguang proposes to acquire 100% of Peak**
- **Shenghe is Peak's major shareholder and has binding offtake rights to 100% of the rare earths production from the Ngualla Project[1]**
- **Under the Scheme, Chenguang has agreed to pay A$150.5 million, plus an amount equal to the funds raised (before costs) under a proposed ~A$7.5 million Entitlement Offer to acquire 100% of Peak**
- **If the full amount of ~A$7.5 million is raised pursuant to the Entitlement Offer and the Scheme is implemented, Peak shareholders will receive ~A$0.359 per Peak share in cash[2], which represents a 199% premium to Peak's closing share price of A$0.12 per share on 9 May 2025 and a 160% premium to Peak's 20-day VWAP of A$0.138 per share**
- **The Scheme is recommended by the Peak Independent Board[3] in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Peak shareholders and is subject to various conditions including Peak shareholder approval, Chinese and Tanzanian regulatory approvals and other confirmations, an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Peak shareholders, requisite Court approval and other customary conditions**
- **Peak will undertake an Entitlement Offer to raise up to ~A$7.5 million at an offer price of A$0.10 per new Peak ordinary share to seek to ensure the Company is sufficiently funded until the completion of the Scheme**
- **Entitlement Offer proceeds, together with existing cash and expected proceeds from a proposed sale the Teesside site, will be used to fund Peak's ongoing corporate and Ngualla activities, working capital requirements and transaction costs**

[1] Comprising of a 7-year offtake agreement covering 100% of rare earth concentrate and a minimum of 50% of any intermediate or final separated rare earth oxides. Refer to Peak's ASX announcement on 21 June 2024 titled '*Binding Offtake Agreement Conditions Precedent Satisfied*'.

[2] If less than the full ~A$7.5 million sought under the Entitlement Offer is raised, the consideration per share under the Scheme (should it become effective) would increase. However, if less than the full amount is raised, Peak may need to pursue an alternate capital raising, which could further dilute shareholders and may result in the Scheme's termination.

[3] Being all Peak directors excluding Non-Executive Director Shasha Lu (Managing Director of Shenghe Resources Overseas Development) and any other Peak director appointed by or on behalf of a Chenguang group member or any of its associates. Ms Shasha Lu has excluded herself from discussions about the Scheme, and abstains from making a recommendation.

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ASX Announcement 15 May 2025

Peak Rare Earths Limited ("**Peak**" or the "**Company**") (ASX: PEK) is pleased to announce it has entered into a binding Scheme Implementation Deed ("**SID**") with Ganzhou Chenguang Rare Earths New Material Co., Ltd. ("**Chenguang**"), a 100% subsidiary of Shenghe Resources Holding Co., Limited ("**Shenghe**"), under which it is proposed that Chenguang will acquire 100% of Peak by way of a scheme of arrangement ("**Scheme**").

If the Scheme is implemented, Peak shareholders will receive a minimum of ~A$0.359 per Peak share in cash[4], which represents a 199% premium to Peak's closing share price of A$0.12 per share on 9 May 2025.

Shenghe is a major rare earths company listed on the Shanghai Stock Exchange (SSE:600392.SS), having a market capitalisation of ~US$2.9 billion. Its wholly-owned subsidiary, Shenghe Resources (Singapore) Pte. Ltd. ("**Shenghe Singapore**") is an existing 19.86% shareholder in Peak and has binding offtake rights to rare earths production from the Ngualla Rare Earth Project in which Peak holds an 84% interest ("**Ngualla Project**")[5]. Shenghe Singapore has had a representative on the Peak Board, in Ms Shasha Lu, since late November 2022.

To seek to ensure that the Company is sufficiently funded whilst it pursues implementation of the proposed Scheme, Peak will undertake a non-underwritten, pro-rata non-renounceable entitlement offer ("**Entitlement Offer**") to eligible shareholders to subscribe for one (1) new share for every 4.70 shares held at an offer price of A$0.10 per share to raise up to ~A$7.5 million (before costs). Peak is also continuing to progress negotiations with respect to a sale of its non-core 49-acre Teesside site in the UK in order to supplement existing cash and funds raised under the Entitlement Offer.

Proceeds from the Entitlement Offer, together with existing cash and the expected proceeds from a proposed sale of Peak's non-core Teesside site in the UK, will be used to progress land compensation and other costs at Peak's 84% owned Ngualla Project, to support working capital requirements and transaction costs associated with the Scheme.

Shenghe Singapore has committed to subscribe for its full A$1.49 million entitlement under the Entitlement Offer.

If the Scheme completes, any new Peak shares issued under the Entitlement Offer will also be acquired by Chenguang for the consideration offered under the Scheme.

[4] The minimum Scheme Consideration per Share is A$0.3589. If less than the full ~A$7.5 million sought under the Entitlement Offer is raised, the consideration per share that shareholders may receive under the Scheme (should it become effective) would increase. However, if less than the full amount is raised, Peak may need to pursue an alternate capital raising, which could further dilute shareholders and may result in the Scheme's termination.

[5] Refer to Peak's announcement lodged with the ASX on 9 August 2023 titled '*Executed Offtake Agreement and Strategic MOU with Shenghe*'.

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The Scheme is not conditional on any minimum level of subscription being achieved under the Entitlement Offer or the sale of Teesside completing. However, if less than the full amount is raised under the Entitlement Offer (inclusive of a Top-Up Facility and Shortfall Facility) or Peak is unable to sell Teesside for an acceptable sum, Peak may need to pursue an alternate capital raising, which could further dilute shareholders and may result in the termination of the Scheme and the payment of $1.55 million by way of a break fee to Shenghe [6]. Importantly, investors in the Entitlement Offer should be aware that completion of the Entitlement Offer is not conditional upon the Scheme successfully completing[7].

Background to the Scheme

In July 2024, Peak and Shenghe signed a non-binding Term Sheet ("**Shenghe Term Sheet**") covering an integrated investment, funding and development solution for the Ngualla Project[8].

The proposed transaction ("**NGUK Transaction**") entailed Shenghe investing ~A$96m to subscribe for a 50% interest in Peak's wholly owned subsidiary, Ngualla Group UK Limited ("**NGUK**"), which holds an 84% interest in Mamba Minerals Corporation Limited ("**Mamba Minerals**") and an effective 84% interest in the Ngualla Project. The difference between the Ngualla Project's total development cost and Shenghe's NGUK investment of ~A$96 million was to be funded via a Shenghe arranged debt facility.

The Government of Tanzania holds a 16% free-carried interest in Mamba Minerals and the Ngualla Project.

Following the signing of the Shenghe Term Sheet, Peak and Shenghe made substantial progress in seeking to finalise the terms of binding transaction documentation to implement the NGUK Transaction.

However, recent geopolitical and regulatory developments have increased the risks of successfully establishing an incorporated joint venture between the parties. As a result, Peak and Shenghe have evaluated alternate transaction structures to the NGUK Transaction that could support greater transaction and project certainty, and a superior outcome for both companies and their shareholders.

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[6] The SID contains customary restrictions on Peak issuing new securities (other than permitted securities issues) without Chenguang's consent. A breach of these provisions that results in termination of the Scheme may result in a break fee being payable to Chenguang.

[7] If the Scheme is not implemented, Peak shareholders will not realise the benefits of the Scheme, they will not receive any consideration under the Scheme, and they will continue to be exposed to Peak (and its associated risks). For further information regarding the risks associated with the Entitlement Offer and the Scheme, see the Entitlement Offer Booklet that is expected to be released to ASX on Monday, 26 May 2025.

[8] Refer to Peak's announcement lodged with the ASX on 24 July 2024 titled '*Signed Term Sheet with Shenghe for A$96m Investment and Fully Funded Project Solution for Ngualla*'.

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The Peak Independent Board believes that the Scheme delivers a superior outcome compared to the NGUK Transaction for the following reasons:

- the Scheme has the potential to provide a significantly higher value outcome for Peak shareholders on a risk-weighted basis, with an implied value for Peak of A$150.5 million (pre-Entitlement Offer), compared to a value of A$96m for Peak's interest in the Ngualla Project under the NGUK Transaction;
- the Scheme is considered to be unlikely to give rise to the same geopolitical and regulatory risks that ultimately resulted in the parties agreeing to discontinue the NGUK Transaction; and
- Peak shareholders will have an opportunity to realise an attractive price for their shares and avoid potential risks around the development, operation and funding of the Ngualla Project.

Peak Independent Board unanimously recommends the Scheme

The Peak Independent Board unanimously recommends that shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Peak shareholders. Subject to those same qualifications, each member of the Peak Independent Board who is eligible intends to vote, or cause to be voted, all Peak shares held or controlled by them in favour of the Scheme.

Peak Chief Executive Officer, Bardin Davis, said:

"The proposed Scheme offer price of a minimum of ~A$0.359 represents an excellent outcome for shareholders and a 199% premium to Peak's closing share price prior to announcement. The offer provides an opportunity for Peak shareholders to realise an attractive price for their shares and accelerate the realisation of the Ngualla Project's value."

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Peak Chairman, Russell Scrimshaw, said:

"Having carefully evaluated the NGUK Transaction and other alternative options to develop and fund the Ngualla Project, we believe that the Scheme delivers the best outcome currently available to shareholders on a risk-weighted basis. We are also mindful of the importance to Tanzania of developing the Ngualla Project and believe that Shenghe is well positioned to partner with the Government of Tanzania to successfully develop this world-class project."

The Minister for Minerals for the United Republic of Tanzania, Hon. Anthony Mavunde has been briefed on the transaction by senior representatives of Peak, Shenghe and Mamba Minerals.

The Hon. Anthony Mavunde, said:

"The Government of Tanzania is very appreciative of the efforts of Peak and Shenghe in progressing a transaction that will support the expedited development of the world-class Ngualla Project"





The Tanzanian Minister for Minerals, Hon. Anthony Muvande meeting with Peak Chairman, Dr Russell Scrimshaw (AM), Peak CEO, Bardin Davis, Mamba Minerals CEO, Ismail Diwani, Shenghe Overseas Development Chairman, Quangen Wang and Assistant to the Managing Director of Shenghe Overseas Development, Mona Xu.

Overview of the Scheme

Under the terms of the SID, it is proposed that Chenguang will acquire 100% of Peak by way of a Court-approved scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth).

If the Scheme is implemented, each Peak shareholder on the record date for the Scheme will receive a cash amount per share ("**Scheme Consideration per Share**").

The total cash consideration payable by Chenguang pursuant to the Scheme for 100% of Peak is equal to A$150.5 million plus the total amount raised (before costs) pursuant to the

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Entitlement Offer. The Scheme Consideration per Share is calculated by the following formula:

$$\text{Scheme Consideration per Share} = \frac{\text{A\$150.5m + Amount raised pursuant to Entitlement Offer (}\textit{before-costs}\text{)}}{\text{Shares on issue at the time the Scheme becomes Effective (being Peak's fully diluted issued capital inclusive of shares issued pursuant to the Entitlement Offer and shares issued upon the vesting of Performance Rights)}}$$

If the Entitlement Offer is successful in raising the full A$7.5 million (before costs), the total consideration payable by Chenguang would be A$158 million, which equates to A$0.359 per Share based on Peak's fully diluted issued capital of 440,111,934 Shares[9]. This represents a substantial and attractive premium of:

- 199% to Peak's last closing share price prior to this announcement of A$0.12 per share on 9 May 2025; and
- 160% to Peak's 20-day volume-weighted average price prior to this announcement of A$0.138 per share.

Shareholders should be aware that the Scheme Consideration per Share will increase if Peak is unsuccessful in raising the full amount sought pursuant to the Entitlement Offer. However, shareholders who do not take up New Shares in the Entitlement Offer may experience material dilution of their shareholding in Peak and will not acquire New Shares which could participate in the Scheme should it proceed. In addition, if less than the full amount is raised under the Entitlement Offer (inclusive of the Top-Up Facility and Shortfall Facility) or Peak fails to divest its Teesside site in the UK for sufficient proceeds to adequately supplement existing cash and funds raised under the Entitlement Offer, in order to satisfy Peak's working capital requirements and the expected transaction costs associated with the Scheme, Peak may need to pursue an alternate capital raising, which could further dilute shareholders and may result in the termination of the Scheme.

The Scheme is subject to approval by Peak shareholders at the Scheme meeting, which is anticipated to be held in September 2025. For the Scheme to proceed, the Scheme must be approved by at least 75% of all votes cast by Peak shareholders and a majority by number of all Peak shareholders present and voting (in person or by proxy) at the Scheme meeting.

[9] Based on fully diluted Shares outstanding of 440,111,934, which is comprised of 352,116,612 Shares on issue (undiluted) as at the date of this announcement, 74,920,432 New Shares issued under the Entitlement Offer (assuming full subscription) and 13,074,890 shares issued on conversion of existing Peak performance rights

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Chenguang and its related bodies corporate, holding 19.86% of Peak, will not be able to vote with other Peak shareholders on the resolution to approve the Scheme.

Other conditions relating to the Scheme include:

- receipt of regulatory approvals in the People's Republic of China (including Ministry of Commerce, National Development and Reform Commission ("**NDRC**") and registration with the State Administration of Foreign Exchange ("**SAFE**") or a commercial bank entrusted or delegated by SAFE) (the "**PRC Regulatory Approvals**");
- receipt of approval from the Fair Competition Commission of Tanzania and any other approvals required from the Mining Commission of Tanzania;
- receipt of written confirmation from the Government of Tanzania that the Ngualla Project Special Mining Licence remains valid and free of any outstanding default notices;
- the independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Peak shareholders;
- the requisite Australian court approvals; and
- other customary conditions, including no restraint of the Scheme by a government agency, no prescribed occurrence, no material adverse change and no material breach of warranties.

Importantly, the Scheme is not subject to any financing or due diligence conditions.

The conditions relating to the Scheme must be satisfied by no later than 15 December 2025 ("**Scheme End Date**").

The SID contains customary exclusivity obligations for Peak, including no shop, no talk and no due diligence restrictions, notification obligations, provision of information obligations and a matching right for Chenguang in the event that any superior proposal emerges for Peak.

The SID also details the circumstances in which a break fee may be required to be paid by Peak to Chenguang and circumstances where Chenguang may be required to pay a reverse break fee to Peak. The amount of the break fee and reverse break fee, should either become payable, is A$1.55 million.

In the event that:

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- the SID is terminated because the PRC Regulatory Approvals condition precedent has not been satisfied; or
- the PRC Regulatory Approvals condition precedent has not been satisfied by the Scheme End Date and the SID has been terminated (provided that none of the other conditions precedent remain outstanding as at the Scheme End Date other than conditions precedent that remain outstanding as a result of, or otherwise due in whole or in part to, the PRC Regulatory Approvals condition precedent not having been satisfied by the Scheme End Date),

then, at Peak's election (and, if required, subject to Peak shareholder approval being obtained), Peak can require Shenghe to subscribe for A$1.55 million worth of Shares at a price representing a 20% discount to the Scheme Consideration per Share.

Full details of the conditions precedent to the Scheme are set out in the SID, a copy of which is attached to this announcement.

Overview of the Entitlement Offer

To seek to ensure that the Company is sufficiently funded whilst it pursues implementation of the proposed Scheme, Peak will undertake a non-underwritten Entitlement Offer of new fully paid ordinary shares in Peak ("**Shares**") to raise up to approximately A$7.5 million (before costs).

Under the Entitlement Offer, eligible shareholders will have the opportunity to subscribe for new Shares in Peak under the following terms:

- 1 new fully paid ordinary share for every 4.70 Shares ("**New Shares**") held as at 7.00pm (Sydney time) on Wednesday, 21 May 2025 ("**Offer Record Date**");
- offer price of A$0.10 per New Share ("**Offer Price**"), which represents a:
    - 14.2% discount to the Theoretical Ex-Rights Price ("**TERP**") of A$0.116 per Share based on last closing price of A$0.12 per Share;[10]
    - 16.7% discount to the last closing price of A$0.12 per Share on 9 May 2025; and
    - 72.1% discount to the minimum Scheme Consideration per Share of ~A$0.359, assuming the Entitlement Offer successfully raises ~A$7.5 million (before costs);

[10] The TERP is the theoretical price at which Shares should trade immediately after the ex-date for the Entitlement Offer. TERP is a theoretical calculation only and the actual price at which Shares trade immediately after the ex-date for the Entitlement Offer will depend on many factors and may not equate to TERP. TERP is calculated by reference to Peak's closing price of A$0.12 on 9 May 2025. The TERP calculation includes New Shares issued under the Entitlement Offer (assuming full subscription).

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- it is expected that, subject to certain conditions, existing shareholders on the Company's share register with registered addresses in Australia, the European Union (Germany, Italy, Luxembourg, the Netherlands and Portugal), Hong Kong, New Zealand, Singapore or the United Kingdom as at the Offer Record Date ("**Eligible Shareholders**") will be eligible to participate in the Entitlement Offer[11];
- each New Share issued under the Entitlement Offer will rank equally with the Company's existing fully paid ordinary shares from the date of issue;
- the Entitlement Offer is non-renounceable, and entitlements will not be tradeable or otherwise transferrable;
- shareholders who do not take up their entitlement in full will not receive any value in respect of entitlements not taken up; and
- Eligible Shareholders (other than Peak directors and any person to whom ASX Listing Rule 10.11 applies) who take up their entitlement in full will be able to apply for additional New Shares in excess of their entitlement under a top-up facility ("**Top-Up Facility**"). Any New Shares not applied for by Eligible Shareholders under their entitlement will be included in the Top-Up Facility, with the Company intending to place any shortfall of New Shares not taken up by Eligible Shareholders (after application of the Top-Up Facility) in the three month period following the close of the Entitlement Offer pursuant to a shortfall facility ("**Shortfall Facility**").[12]

Shenghe Singapore has committed to take up its full entitlement related to its shareholding of 19.86% under the Entitlement Offer. This represents a commitment of approximately A$1.49 million.

If the Scheme is implemented, any New Shares subscribed for and issued under the Entitlement Offer will be acquired by Chenguang under the Scheme.

However, shareholders and other investors should be aware that completion of the Entitlement Offer is not conditional upon whether or not the Scheme successfully completes.

[11] The full terms and conditions of the Entitlement Offer, including Eligible Shareholder criteria, will be contained in the Entitlement Offer Booklet that is expected to be released on Monday, 26 May 2025. Shareholders and other investors should not assume that they will be Eligible Shareholders and able to participate in the Entitlement Offer and should wait to review the Entitlement Offer Booklet in full before forming a view in this regard.

[12] The Peak directors reserve the right, subject to the requirements of the ASX Listing Rules and the *Corporations Act 2001* (Cth), to place any shortfall (after application of the Top-Up Facility) at their discretion within three months after the closing date of the Entitlement Offer. Any such Shares will be issued at the same price as the Offer Price per New Share offered to Eligible Shareholders under the Entitlement Offer.

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In this regard, the Scheme is subject to a number of conditions precedent. Many of these conditions precedent are outside the control of Peak, including but not limited to, the receipt of all necessary shareholder and regulatory approvals required to implement the Scheme, including from government agencies in China and Tanzania.

If a condition precedent is not satisfied or waived (where applicable), the Scheme may not be able to be successfully implemented. Shareholders and potential investors should be aware that if the Scheme is not implemented, they will not realise the benefits of the Scheme, they will not receive any consideration under the Scheme, and they will continue to be exposed to Peak (and its associated risks). It may also have a material adverse effect on the market price of Shares and the price of Shares may fall below the Offer Price.

Further, as the Entitlement Offer is not underwritten, there is a risk that insufficient subscriptions are received under the Entitlement Offer to fund Peak's activities either for the period to implementation of the Scheme or thereafter should the Scheme not proceed. Similarly, a risk also exists that Peak is unable to divest its non-core Teesside site for sufficient proceeds to adequately supplement existing cash and funds raised under the Entitlement Offer in order to satisfy Peak's working capital requirements and the expected transaction costs associated with the Scheme. Should this occur, Peak may need to pursue an alternate capital raising, which:

- could further dilute shareholders, and
- may result in the termination of the Scheme which, in turn, would place the future funding capacity of the Company at risk.[13]

Additional information regarding the Entitlement Offer (including terms and conditions of the Entitlement Offer, Eligible Shareholder criteria, the Top-Up Facility and risks associated with an investment in Peak) will be provided to Eligible Shareholders in the Entitlement Offer booklet. Peak expects to dispatch the Entitlement Offer booklet, and personalised entitlement and acceptance forms, to Eligible Shareholders on Monday, 26 May 2025.

Eligible Shareholders are encouraged to carefully read the Entitlement Offer booklet for further details of the Entitlement Offer.

As indicated above, Eligible Shareholders should be aware that an investment in the Company, including taking up their entitlement, involves risks.

[13] There can be no assurance that Peak will be able to obtain additional financing when required in the future, or that the terms and the time in which any such financing can be obtained will be acceptable to Peak.

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Entitlement Offer timetable

Shareholders do not need to take any action in relation to the Entitlement Offer at this stage.

An indicative timetable for the Entitlement Offer, which is subject to change, is set out below.

Event	Date
Announcement of Entitlement Offer	Thursday, 15 May 2025
"Ex" date	Tuesday, 20 May 2025
Offer Record Date to determine entitlements to participate in the Entitlement Offer	Wednesday, 21 May 2025 7.00pm (Sydney time)
Entitlement Offer opens and dispatch of offer booklet and acceptance forms	Monday, 26 May 2025
Entitlement Offer closes	Monday, 23 June 2025 5.00pm (Sydney time)
Announce results of Entitlement Offer	Monday, 30 June 2025
Allotment and issue of New Shares under the Entitlement Offer	Monday, 30 June 2025
Normal ASX trading of New Shares under the Entitlement Offer expected to commence	Tuesday, 1 July 2025

Scheme timetable

Shareholders do not need to take any action in relation to the Scheme at this stage.

The Scheme Booklet, which will contain important information in relation to the Scheme and the Scheme Meeting, including the reasons for the unanimous recommendation of the Peak Independent Board[14], and the independent expert's report, is expected to be sent to Peak shareholders in August 2025An indicative timetable for the Scheme, which is subject to change, is set out below.

Event	Date
First Court Date	Late July / Early August 2025
Distribute Scheme Booklet to Peak shareholders	Early August 2025
Scheme Meeting	Early September 2025
Second Court Date for approval of the Scheme	Late September 2025
Effective Date	Late Sept / Early Oct 2025
Scheme Record Date	Late Sept / Early Oct 2025
Implementation Date	Late Sept / Early Oct 2025

[14] The Peak Independent Board unanimously recommends that shareholders vote in favour of the Scheme, in the absence of a superior proposal and subject to an independent expert concluding (and continuing to conclude) that the Scheme is in the best interests of Peak shareholders.

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Advisers

Peak is being advised by Macquarie Capital (Australia) Limited and Corrs Chambers Westgarth.

This announcement is authorised for release by the Company's Board of Directors.

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Chief Executive Officer

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Forward-Looking Statements

This announcement contains forward-looking information and prospective financial material, which is predictive in nature and may be affected by inaccurate assumptions or by known or unknown risks and uncertainties and may differ materially from results ultimately achieved. Such forward-looking statements are expectations or beliefs of the Company based on information currently available to it. All references in this announcement, to potential financing arrangements should be read subject to this cautionary statement.

Important notice

This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, any securities in the United States or any other jurisdiction. The New Shares have not been, and will not be, registered under the US Securities Act of 1933 (the "Securities Act") or the securities laws of any state or other jurisdiction of the United States. Accordingly, the New Shares may not be offered or sold in the United States, except in a transaction exempt from, or not subject to, the registration requirements of the Securities Act and applicable US state securities laws.

All amounts are in Australian dollars unless otherwise indicated.

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Execution version

Peak Rare Earths Limited

Ganzhou Chenguang Rare Earths New Material Co., Ltd.

Scheme Implementation Deed

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Date 14 May 2025

Parties

Peak Rare Earths Limited ACN 112 546 700 of Suite 5, Level 3, 220 St Georges Terrace, Perth, WA 6000 (**Peak**)

Ganzhou Chenguang Rare Earths New Material Co., Ltd., incorporated and registered in the People's Republic of China with Unified Social Credit Code 91360700723932995K, whose registered office is at Xianrenpo Xiaoqu, Huangbu Town, Shangyou County, Ganzhou City, Jiangxi Province, China (**Chenguang**)

Background

A The parties have agreed that Chenguang will acquire all of the Scheme Shares by means of a scheme of arrangement under Part 5.1 of the Corporations Act between Peak and the Scheme Shareholders.

B Peak has agreed to propose and implement the Scheme, and Chenguang has agreed to assist Peak to propose and implement the Scheme, on the terms of this document.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document these terms have the following meanings:

Accounting Standards	At any time: (a) the requirements of the Corporations Act about the preparation and contents of financial reports; (b) the accounting standards approved under the Corporations Act; and (c) generally accepted accounting principles policies, practices and procedures in Australia to the extent not inconsistent with the accounting standards described in **paragraph (b)**.
Adviser	In relation to an entity, its legal, financial and other expert advisers (not including the Independent Expert).

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ASIC	The Australian Securities and Investments Commission.
ASIC Regulatory Guide	A regulatory guide issued by ASIC.
Associate	Has the meaning given in section 12 of the Corporations Act, as if section 12(1) of the Corporations Act included a reference to this document and the references to a designated body was to Peak or Chenguang (as applicable).
ASX	ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.
Authorisation	Any permit, licence, consent, approval, registration, accreditation, certification or other authorisation given or issued by any Government Agency.
Authorised Person	In respect of a person: (a) a director, officer or employee of the person; (b) an Adviser of the person; and (c) a director, officer or employee of an Adviser of the person, and in respect of Chenguang, also includes Ms Shasha Lu, Mr Ling Li and Ms Huichu Xu.
Budget	The budget approved by Chenguang and Peak in writing on or before the execution of this document.
Business Day	Any day that is each of the following: (a) a Business Day within the meaning given in the Listing Rules; (b) a day that banks are open for business in each of Sydney, New South Wales and Beijing, People's Republic of China, provided that where this document refers to a date that is a certain number of days before the Second Court Date, only paragraph (a) of this definition shall apply.
Chenguang Group	Chenguang and Chenguang's Related Bodies Corporate (excluding, at any time, the Peak Group Members to the extent that the Peak Group Members are Subsidiaries of Chenguang at that time).
Chenguang Group Member	Each member of the Chenguang Group.

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Chenguang Indemnified Party	Each Chenguang Group Member and each Chenguang Officer.
Chenguang Information	All information regarding the Chenguang Group, the Scheme Consideration and Chenguang's intentions in relation to the Peak Group that is provided by or on behalf of Chenguang to Peak for inclusion in the Scheme Booklet (including information relating to the Chenguang Group or the businesses of the Chenguang Group expressly provided by or on behalf of Chenguang in writing for use in the preparation of the Peak Information) to enable the Scheme Booklet (or any amendment or supplement to that Scheme Booklet) to be prepared and completed in accordance with all applicable laws. For the avoidance of doubt, the Chenguang Information excludes the Peak Information, the Independent Expert Report and any description of the taxation effect of the Proposed Transaction on Scheme Shareholders.
Chenguang Officer	Each director, officer and employee of Chenguang and each Chenguang Group Member.
Chenguang Reimbursement Fee	$1.55 million (excluding GST).
Chenguang Title and Capacity Warranties	The representations and warranties of Chenguang set out in **paragraphs 1 to 5** of **schedule 5**.
Chenguang Warranties	The representations and warranties of Chenguang set out in **schedule 5**.
Claim	In relation to a person, an allegation, debt, demand, claim, action or proceeding made or brought by or against the person, however arising and whether present or future, fixed or unascertained, actual or contingent, arising at law, in equity, under statute or otherwise, and includes a claim, demand, cause of action or legal proceedings arising in relation to an indemnity in this document.
Commissioner	Federal Commissioner of Taxation.
Competing Proposal	Any proposal, offer, expression of interest, agreement, arrangement or transaction which, if entered into or completed substantially in accordance with its terms: (a) would mean a Third Party (alone or together with its Associates) may, directly or indirectly: (i) acquire a Relevant Interest in, or have a right to acquire a legal, beneficial or economic

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interest in (including under a cash settled equity swap or other derivative, or similar transaction or arrangement), or control of, 20% or more of, the Shares or of the share capital of any other Peak Group Member;

(ii) acquire or become the holder of, or otherwise obtain or have a right to obtain a legal, beneficial or economic interest in, or control of, all or substantially all of the business conducted by, or assets or property of, any Peak Group Member; or

(iii) acquire Control of, or otherwise acquire, merge with or be stapled with, Peak or any other Peak Group Member; or

(b) would require Peak to abandon or otherwise fail to proceed with the Proposed Transaction,

whether by way of takeover bid, members' or creditors' scheme of arrangement, reverse takeover, shareholder approved acquisition, capital reduction, buy-back, issue of securities, sale of assets, sale of securities, stapling, strategic alliance, dual listed company structure (or other synthetic merger), deed of company arrangement, joint venture or partnership, or other transaction or arrangement. For the avoidance of doubt:

(c) any proposal relating solely to Teesside will not constitute a Competing Proposal; and

(d) each successive material modification or variation of any proposal, offer or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Conditions Precedent	The conditions set out in **schedule 1** and a **Condition Precedent** means any one of them.
Confidentiality Agreement	The confidentiality agreement between Peak and Shenghe Singapore dated 5 September 2022, as amended by the "Project Investment and Co-operation Term Sheet" between Peak, Shenghe Resources Holding Co Ltd and Shenghe Singapore dated 20 July 2024.
Control	Has the meaning given in section 50AA of the Corporations Act.
Controlled Entity	In respect of a party, an entity that party Controls.
Corporations Act	The *Corporations Act 2001* (Cth).

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Counterproposal	Has the meaning given in **clause 12.7(b)**.
Court	The Supreme Court of New South Wales or such other court of competent jurisdiction as agreed between Peak and Chenguang.
Cut Off Date	Has the meaning given in **clause 12.7(a)(v)**.
D&O Run Off Policy	The directors' and officers' run-off insurance policy in respect of any Peak directors and officers and relevant former directors and officers of any Peak Group Member that applies for no less than a 7 year period following the Implementation Date.
Deed Poll	The deed poll entered into by Chenguang in favour of the Scheme Shareholders in the form set out in **annexure A** or in such other form as is agreed in writing between the parties.
Disclosure Letter	The letter from Peak to Chenguang in the agreed terms and delivered to Chenguang at least two (2) Business Days before the execution of this document which includes an agreed index detailing the title and date of the documents uploaded to the online data room and those matters that must be disclosed therein required by this document.
Disclosure Material	The Disclosure Letter and all documents and information disclosed by or on behalf of the Peak Group at least five Business Day prior to the date of this document contained in the online data room (including written responses by or on behalf of Peak or any of its Authorised Persons to questions raised by Chenguang or any of its Authorised Persons prior to the date of this document), or otherwise provided to Chenguang or its Authorised Persons by email, the index for which materials has been agreed in the Disclosure Letter.
Effective	When used in relation to the Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to that Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.
Effective Date	With respect to the Scheme, the date on which the Scheme becomes Effective.
Encumbrance	A mortgage, charge, pledge, lien, encumbrance, security interest, assignment by way of security, debenture, option, hypothecation, title retention, pre-emptive or preferential right, claim, equitable or other right, power of

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	sale, retention of title, right of first refusal, trust arrangement, contractual right of set-off, or any other security agreement or arrangement or third party right in favour of any person, whether registered or unregistered, including any Security Interest.
End Date	The later of: (a) the date that is 7 months from the date of this document; and (b) such other date and time agreed in writing between Peak and Chenguang before that date.
Excluded Shareholder	Any Shareholder who is a Chenguang Group Member or any Shareholder who holds any Shares on behalf of, or for the benefit of, any Chenguang Group Member and does not hold Shares on behalf of, or for the benefit of, any other person.
Exclusivity Period	The period commencing on the date of this document and ending on the earliest of: (a) the End Date; (b) the Implementation Date in respect to the Scheme; and (c) the date this document is terminated in accordance with its terms.
Existing D&O Policy	Has the meaning given in **clause 9.3(a)**.
Fairly Disclosed	Disclosed in writing by or on behalf of Peak to: (a) Chenguang or Chenguang's Authorised Persons in the Disclosure Material; or (b) ASX in the 1 year prior to the date of this document; in sufficient detail and to a sufficient extent so as to enable a reasonable and sophisticated recipient of the relevant information who is experienced in transactions similar to the Proposed Transaction in the mining industry to identify the nature, scope and consequences of the relevant matter, event or circumstance (including, in each case, that the potential financial or operational effect of the relevant matter, event or circumstance was reasonably ascertainable from the information disclosed as well as the likely associated cost or liability), provided that any matters related to: (c) the Special Mining Licence;

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(d) Encumbrances on the shares in any of Peak Group Member, or assets with the value, individually or in the aggregate, exceeding $100,000 of any Peak Group Member;

(e) pending or threatened litigation exceeding $100,000 brought by or against any Peak Group Member; and

(f) any guarantees or liabilities outstanding or which are reasonably likely to become outstanding in respect of any Peak Group Member; and

(g) any matters which would give rise to a Material Adverse Change,

are deemed "Fairly Disclosed" only if such matters are fairly disclosed in the Disclosure Letter.

Financial Indebtedness Any debt or other monetary liability (whether actual or contingent) in respect of monies borrowed or raised or any financial accommodation including under or in respect of any:

(a) bill, bond, debenture, note or similar instrument;

(b) acceptance, endorsement or discounting arrangement;

(c) guarantee;

(d) finance or capital lease;

(e) agreement for the deferral of a purchase price or other payment in relation to the acquisition of any asset or service; or

(f) obligation to deliver goods or provide services paid for in advance by any financier.

First Court Date The date the Court first hears the application to order the convening of the Scheme Meeting under section 411(1) of the Corporations Act or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned application is heard.

Framework Agreement The Framework Agreement between the Government of the United Republic of Tanzania, Peak, Ngualla Group UK Limited and PR NG Minerals Limited dated 17 April 2023.

Good Mining Practices 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

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	reasonably and ordinarily exercised by skilled and experienced operators engaged in the mining industry in Australia and Tanzania.
Government Agency	Any Australian or foreign government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity, stock exchange or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
Implementation Date	The fifth Trading Day after the Record Date or such other date after the Record Date agreed to in writing between the parties.
Independent Expert	The independent expert in respect of the Scheme to be appointed by Peak in accordance with **clause 5.1(c)**.
Independent Expert's Report	A report (including any updates or supplements to such report) of the Independent Expert issued in connection with the Scheme, stating whether or not in the Independent Expert's opinion the Scheme is in the best interests of Shareholders and the reasons for holding that opinion.
Insolvency Event	In relation to an entity: (a) the appointment of a liquidator, provisional liquidator, administrator, statutory manager, controller, receiver, receiver and manager or other insolvency official (whether under an Australian law or a foreign law) to the entity or to the whole or a substantial part of the property or assets of the entity, or an event occurs which gives any other person a right to seek such an appointment; (b) the entity resolving or proposing in a notice of meeting or in an announcement to any recognised securities exchange that it be wound up, an application to a court has been made for the winding up or dissolution of the entity or for the entry into of any arrangement, compromise or composition with, or assignment for the benefit of, creditors of the entity or any class of them (other than frivolous or vexatious orders or applications) or a court making an order for the winding or up dissolution of the entity; (c) a Security Interest becomes enforceable or is enforced over, or a writ of execution, garnishee order, mareva injunction or similar order has been

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issued over or affecting, all or a substantial part of the assets of the entity;

(d) the entity ceases or threatens to cease to carry on substantially all of the business conducted by it as at the date of this document;

(e) the entity is or becomes unable to pay its debts when they fall due within the meaning of the Corporations Act (or, if appropriate, legislation of its place of incorporation) or is otherwise presumed to be insolvent under the Corporations Act unless the entity has, or has access to, committed financial support from its parent entity such that it is able to pay its debts;

(f) any indebtedness of the entity becoming subject to a moratorium;

(g) the entity being deregistered as a company or otherwise dissolved;

(h) the entity executing a deed of company arrangement; or

(i) anything analogous (or which has a substantially similar effect) to those things set out in any of **paragraphs (a)** to **(h)** inclusive occurs in relation to the entity.

JORC Code Has the meaning given in **schedule 4**.

Law Any regulation, statute, law (including common law and the listing rules of any applicable public stock exchange), subordinate legislation, act, treaty, ordinance, decree, directive, rule, circular, code, order, recommendation, notice, direction, code of practice, judicial interpretations, judgement or decision enacted, issued or promulgated by, or entered into with, any Government Agency and which has the force of law.

Listing Rules The official listing rules of ASX as amended from time to time.

Mamba Minerals Mamba Minerals Corporation Limited (company number 163504529), a company duly incorporated in the United Republic of Tanzania with registered address 1st Floor, The Luminary, Plot 574, Haile Selassie Road, Masaki, Dar es Salaam, Tanzania, PO Box 14322.

Mamba Refinery Mamba Refinery Corporation Limited (company number 163504731), a company duly incorporated in the United Republic of Tanzania with registered address 1st Floor,

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	The Luminary, Plot 574, Haile Selassie Road, Masaki, Dar es Salaam, Tanzania, PO Box 14322.
Mamba Shareholders Agreement	The Shareholders' Agreement between the Government of the United Republic of Tanzania, Peak, Ngualla Group UK Limited and PR NG Minerals Limited in respect of Mamba Minerals and Mamba Refinery dated 17 April 2023.
Material Adverse Change	Any change, event, occurrence, circumstance or matter occurring on or after the date of this document or occurring on or before the date of this document but that only becomes known to Chenguang after the date of this document which has, has had or is (individually or when aggregated with all other such changes, events, occurrences, circumstances or matters) reasonably likely to have the effect or result of: (a) diminishing the value of the consolidated net assets of the Peak Group taken as a whole (as compared to the consolidated net assets set out in Peak's financial statements for the half-year ended 31 December 2024) by more than $15 million; (b) the Special Mining Licence being revoked, varied, altered, not-renewed, suspended or terminated or the terms or rights attaching to the Special Mining Licence being adversely affected (including the ability of a Peak Group Member to benefit from the Special Mining Licence); or (c) any of Peak, Mamba Minerals, Mamba Refinery or the Peak Group (as a whole) being unable to carry on its business in substantially the same manner as carried on in the 12 months prior to the date of this document, but does not include any change, event, circumstance, matter, occurrence or thing to the extent that: (d) it is required or permitted to be done or procured by Peak pursuant to this document, the Budget or the Scheme; (e) it is consented to in writing by Chenguang; (f) it results from or arises out of the taking of any action in connection with: (i) any potential sale or disposal of an interest in Teesside, provided always that any Claims that arise against a Peak Group Member in relation to any such sale or disposal of an

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interest in Teesside are not within the scope of this sub-paragraph (i); or

(ii) a Permitted Issue;

(g) it is, or arises from, a change or fluctuation in general economic or banking conditions, or a change in taxation rates, commodity prices, interest rates or exchange rates; or

(h) it arises from or in connection with:

(i) entry into this document or the announcement of the execution of this document;

(ii) any facts, circumstances or changes that are the result directly from the actions (or omissions to act) of any of the Chenguang Group Member, other than in circumstances where Peak is in material breach of this document unless such material breach resulted, directly from the actions (or omissions to act) of Chenguang or a Chenguang Group Member;

(iii) facts and circumstances that have been Fairly Disclosed;

(iv) the exercise by any party of its express rights, or the discharge by any party of its express obligations, under this document; or

(v) any action, or failure to take action, by Peak with the prior approval or consent of, or at the request of, Chenguang,

provided that, in the case of exception in **paragraph (g)** above, such Material Adverse Change does not affect the Peak Group in a manner that is materially disproportionate as compared to other similar businesses operating in the same market segment and, for the avoidance of doubt, in the event the Peak Group is affected materially disproportionately by such Material Adverse Change, the financial impact of such Material Adverse Change will be taken into account for the purposes of this definition only to the extent that the financial impact on the Peak Group is in excess of the proportionate financial impact of the Material Adverse Change on other similar businesses operating in the same market segment.

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Mining Title	Any right, title or interest held in respect of any mining claim, mining lease, mining concession, exploration license, tenement, lease to mine minerals or rare earths, surface deposit rights, other forms of mineral, rare earth or land tenures, whether contractual, statutory or otherwise.
Ngualla Operations	The rare earth development and operation located near the Ngwala Village and approximately 170km from the City of Mbeya in the Songwe Region and on the edge of the East African Rift Valley, including the construction of a mine, mill, concentrator, community projects and associated infrastructure.
Peak Board	The board of directors of Peak as constituted from time to time.
Peak Director	A duly appointed director of Peak.
Peak Group	Peak and its Controlled Entities.
Peak Group Member	Each member of the Peak Group.
Peak Indemnified Parties	Each Peak Group Member and each Peak Officer.
Peak Independent Board	The Peak Board other than: (a) Ms Shasha Lu; and (b) any other Peak Director appointed by or on behalf of a Chenguang Group Member or any of its Associates.
Peak Information	The entirety of the information in the Scheme Booklet (or any amendments or supplements) other than the Chenguang Information and the Independent Expert's Report.
Peak Officer	Each director, officer and employee of Peak and each Peak Group Member.
Peak Reimbursement Fee	$1.55 million (excluding GST).
Peak Title and Capacity Warranties	The representations and warranties of Peak set out in **paragraphs 1** to **8** of **schedule 4**.
Peak Warranties	The representations and warranties of Peak set out in **schedule 4**.

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Performance Right	A right issued by Peak pursuant to the terms of a Peak incentive plan which entitles the holder to an unissued Share, subject to the terms of the right.
Permitted Issue	The issue of: (a) any Share, Performance Right or any other security in Peak the issue of which has been approved by Chenguang (which for the avoidance of doubt includes the issue of Shares pursuant to the vesting and/or the exercise of a Performance Right where that Performance Right was on issue immediately before the date of this document); and (b) Shares pursuant to the Rights Issue.
PPSA	The *Personal Property Securities Act 2009* (Cth).
PPSR	The Personal Properties Securities Register established under the PPSA.
PRC Regulatory Approvals	The following approvals (if required) to be obtained from the People's Republic of China in respect of this document and the transactions contemplated by it: (a) Ministry of Commerce or its local counterpart in relation to the Proposed Transaction; (b) National Development and Reform Commission or its local counterpart in relation to the Proposed Transaction; (c) registration with the State Administration of Foreign Exchange (**SAFE**) or a commercial bank entrusted or delegated by SAFE to handle foreign exchange registration and fund remittance in relation to the Proposed Transaction.
Prescribed Occurrence	The occurrence of any of the following on or after the date of this document: (a) Peak converts all or any of its shares into a larger or smaller number of shares; (b) any Peak Group Member resolves to reduce its share capital in any way; (c) any Peak Group Member: (i) enters into a buy-back agreement; or (ii) resolves to approve the terms of a buy-back agreement under the Corporations Act;

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(d) any Peak Group Member makes any change to its constitution or constituent document;

(e) any Peak Group Member agrees to pay, declares, pays or make, or incurs a liability to pay or make, a dividend, distribution of income, profits, assets or capital to any person other than to another Peak Group Member or a Permitted Issue;

(f) any Peak Group Member issues shares, grants an option or any other securities convertible into shares or similar right over its shares, or agrees to make such an issue or grant such an option, security or similar right or agrees to pay any cash consideration to any person in performance or settlement of any obligation to issue shares, other than pursuant to a Permitted Issue;

(g) any Peak Group Member materially changes any material accounting method, practice or policy applied by it other than any change in policy required by a change in accounting standards;

(h) any Peak Group Member issues, or agrees to issue, convertible notes, debt securities or any other security or instrument that is convertible into shares or other financial products, other than pursuant to a Permitted Issue;

(i) any Peak Group Member disposes, or agrees to dispose, of any securities, business, interest in a joint venture or undertaking;

(j) any Peak Group Member acquires or enters into any agreement to acquire any securities, business, interest in a joint venture (including entering into any joint venture or strategic partnership), entity or undertaking;

(k) any Peak Group Member incurs, commits to or undertakes any capital expenditure, or provide any financial assistance in any way with a value of $250,000 or more individually or in aggregate;

(l) any Peak Group Member creates or agrees to create, any Encumbrance over any of its assets or gives any guarantees or indemnities, each with a value of more than $250,000 individually or in aggregate;

(m) any Peak Group Member incurs any Financial Indebtedness with, or provides any guarantee in

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respect of Financial Indebtedness to, any entity, or provides financial accommodation with a value of more than $250,000 individually or in aggregate;

(n) any Peak Group Member does any act, matter or thing that results in, or would reasonably be expected to result in, an obligation to pay a fee to Waterborne Capital (Pty) Ltd;

(o) any Peak Group Member waives or forgives any loans made to any officer or employee of any member of the Peak Group;

(p) any Peak Group Member enters into any enterprise bargaining agreement, workplace agreement or other collective agreement other than in the ordinary course of business;

(q) any Peak Group Member enters into any new contract or a series of contracts in respect of substantially the same subject matter that has a value of more than $250,000, or does anything or refrains from doing anything which, or which is likely to, result in the alteration variation in a material respect, or the termination, suspension, revocation or non-renewal of any contract or a series of contracts of substantially the same subject matter in existence as at the date of this document with a value of more than $250,000;

(r) waiving any material rights or third party default where the financial impact on the Peak Group (taken as a whole) is reasonably expected to be in excess of $250,000 (individually or in aggregate);

(s) accepting any compromise of a matter less than the full compensation due to a Peak Group Member where the financial impact of the compromise on the Peak Group (taken as a whole) is reasonably expected to be more than $250,000 (individually or in aggregate);

(t) any Peak Group Member does anything or refrains from doing anything which results in, or which is likely to, result in the alteration or variation, or the termination, suspension, cancellation, expropriation, revocation, forfeiture or non-renewal of the Special Mining Licence;

(u) any Peak Group Member sells, transfers, disposes, assigns, grants or creates any kind of interest in the Special Mining Licence or the area of the Special

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Mining Licence (including any Encumbrance or access right), declares a trust over, parts with the benefit of or otherwise deals with or affects the rights attaching to the Special Mining Licence;

(v) any Peak Group Member materially alters, modifies or varies its announced strategy in respect of the project, the subject of the Special Mining Licence;

(w) any Peak Group Member makes any material tax election or settles or compromise any material dispute relating to tax that has a value of more than $250,000;

(x) any Peak Group Member either:

(i) enters into any agreement or arrangement with any new or potential officer or employee (including any person engaged as a contractor who may at law be an employee) (a Relevant Contractor);

(ii) enters into, varies or amends the terms of any agreement or arrangement with any existing officer or employee (including any Relevant Contractor);

(iii) provides or agrees to provide any retention payments (or similar) to any existing officer or employee (including any Relevant Contractor); or

(iv) seeks to terminate any agreement or arrangement with any existing officer or employee (including any Relevant Contractor) other than for cause,

in each case, who is a member of the senior management team of the Peak Group or, otherwise, in respect of whom (when aggregated with all other such actions) the total remuneration or engagement costs payable by any one or more members of the Peak Group is in excess of $100,000 per annum;

(y) make, commence, settle or admit liability in relation to any arbitration, legal proceedings, Claim or investigation (or series of related arbitrations, legal proceedings, Claims or investigations) in respect of:

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(i) any existing or future investigation or proceeding commenced or conducted by a Government Agency;

(ii) any action (whether the settlement or settlement amount is reasonably likely to exceed or exceeds $500,000, or, in the case of a series of related disputes, audits or inquires, aggregate settlement amount is reasonably likely to exceed or exceeds $500,000, or involves criminal matters) or class action commenced or threated to be commenced against a member of the Peak Group before or after the date of this document; and

(iii) any other dispute or inquiry (including, but not limited to, any insurance proceeding) where the settlement amount is reasonably likely to exceed or exceeds $500,000 or involves criminal matters;

(z) a Peak Group Member postponing the payment of trade creditors or accelerates the collection of trade debtors, in each case having regard to the policies applied for such payment and collection in the 3 months prior to the date of this document, other than in the ordinary course of business;

(aa) Peak applies to ASX to be de-listed from the official list of ASX or otherwise does any act, matter or thing (other than matters relating to the implementation of the transactions contemplated by this document) which is reasonably likely to result in Peak ceasing to be admitted to the official list of ASX or Peak Shares otherwise ceasing to be quoted by ASX, other than in connection with the implementation of the Scheme;

(bb) entering into any line of business or other activities in which the Peak Group is not engaged as of the date of this document;

(cc) an Insolvency Event occurs in relation any Peak Group Member;

(dd) any Peak Group member authorises, commits, resolves, undertakes or agrees to do, or makes any representation or warranty regarding doing, any of the matters set out above,

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provided always that the total expenditure incurred or otherwise committed by the Peak Group does not exceed $1 million (in aggregate) without Chenguang's prior written approval. Further, a Prescribed Occurrence will not include any matter:

(ee) required to be done or procured by Peak pursuant to this document or which is otherwise contemplated by this document, the Budget or the Scheme;

(ff) Fairly Disclosed to Chenguang;

(gg) consented to in writing by Chenguang;

(hh) that results from or arises out of the taking of any action in connection with:

(i) any potential sale or disposal of an interest in Teesside or incurring any costs or expenses associated with the potential sale or disposal of Teesside to the extent such costs and expenses have been Fairly Disclosed; or

(ii) a Permitted Issue.

Proposed Transaction

(a) Chenguang acquires all of the Scheme Shares through the implementation of the Scheme, in accordance with the terms and conditions of this document; and

(b) all associated transactions and steps contemplated by this document.

Recommendation Has the meaning given in **clause 7.1(a)(i)**.

Record Date 7.00 pm (Sydney time) on the second Trading Day after the Effective Date or such other time and date agreed to in writing between the parties.

Registry MUFG Corporate Markets.

Regulatory Approval A clearance, waiver, ruling approval, relief, confirmation, exemption, consent or declaration set out in **items 1** or **2** of **schedule 1**.

Related Body Corporate Has the meaning given to that term pursuant to section 50 of the Corporations Act.

Related Entity In relation to a party, any entity that is related to that party within the meaning of section 50 of the Corporations Act or that is a Controlled Entity of that party.

Relevant Interest Has the meaning given to that term in sections 608 and 609 of the Corporations Act.

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Representatives	In relation to an entity: (a) each of the entity's Related Entities; and (b) each of the directors, officers, employees, contractors, Advisers and agents of the entity and its Related Entities, but excluding the Independent Expert.
Rights Issue	A pro-rata non-renounceable entitlement offer to eligible Shareholders (as determined by Peak, but which must include Shareholders with a registered address in Singapore) to subscribe for Shares at an issue price of not more than A$0.10 per Share and otherwise on terms determined by Peak, to raise not more than A$7.5 million (before costs), including the issue of any Shares pursuant to any top-up or shortfall facility provided in connection with that entitlement offer.
Royalty Agreement	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 or pursuant to the Special Mining Licence.
Scheme	The proposed scheme of arrangement under Part 5.1 of the Corporations Act between Peak and Scheme Shareholders in the form set out in **annexure B** or in such other form as the parties agree in writing.
Scheme Booklet	The explanatory booklet containing the information described in **clause 5.3** to be prepared by Peak in accordance with this document and to be approved by the Court and despatched to Shareholders.
Scheme Consideration	The consideration to be provided to Scheme Shareholders under the terms of the Scheme (subject to **clause 4.5**), being $150.5 million plus the total funds raised (before costs) pursuant to the Rights Issue for all Scheme Shares, in accordance with the Deed Poll. For clarity, if the total funds raised (before costs) pursuant to the Rights Issue is $7.5 million, the Scheme Consideration shall be $158 million.
Scheme Meeting	The meeting of Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act in relation to the Scheme and includes any meeting convened

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	following any adjournment or postponement of that meeting.
Scheme Share	A Share held by a Scheme Shareholder as at the Record Date and, for the avoidance of doubt, includes any Shares issued after the date of this document that remain on issue as at the Record Date.
Scheme Shareholder	A person who holds Shares recorded in the Share Register as at the Record Date (including Shenghe Singapore).
Second Court Date	The first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, means the date on which the adjourned application or appeal is heard.
Security Interest	Any security interest, including: (a) a 'security interest' as defined in sections 12(1) or (2) of the PPSA; (b) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property; and (c) any right of first refusal, pre-emptive right or any similar restriction.
Share	An issued fully paid ordinary share in the capital of Peak.
Share Register	The register of members of Peak maintained in accordance with the Corporations Act.
Shareholder	Each person who is registered in the Share Register as a holder of one or more Shares.
Shenghe Singapore	Shenghe Resources (Singapore) Pte. Ltd.
Special Mining Licence	The special mining licence listed in **schedule 3**.
Subsidiary	Has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.
Superior Proposal	A bona fide Competing Proposal of the kind referred to in **paragraphs (a)(ii)**, **(a)(iii)** or **(b)** of the definition of Competing Proposal which the Peak Independent Board, acting in good faith and after receiving written advice from its external financial and legal advisers, determines:

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(a) is reasonably capable of being valued and completed in accordance with its terms within a reasonable timeframe; and

(b) would, if completed substantially in accordance with its terms, be reasonably be likely to be more favourable to Shareholders (as a whole) than the Proposed Transaction or any Counterproposal (as applicable),

in each case taking into account all terms and conditions and other aspects of the Competing Proposal (including any timing considerations, financing, conditions, regulatory approvals, the identity of the proponent and other matters affecting the probability of the Competing Proposal being completed) and of the Proposed Transaction or any Counterproposal (as applicable).

TAA	The *Taxation Administration Act 1953* (Cth).
Takeovers Panel	The Takeovers Panel constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).
Teesside	Peak's Teesside project and associated assets situated in the United Kingdom.
Third Party	Any person or entity other than a Chenguang Group Member.
Timetable	The indicative timetable in relation to the Proposed Transaction set out in **schedule 2** with such modifications as may be agreed in writing by the parties.
Trading Day	A 'business day' as defined in the Listing Rules.
Voting Intention	Has the meaning given in **clause 7.1(a)(ii)**.

1.2 Interpretation

Headings are for ease of reference only and do not affect interpretation. In this document, the following rules apply unless the context requires otherwise:

(a) the singular includes the plural, and the converse also applies;

(b) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;

(c) a gender includes other genders;

(d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to this document includes any schedule or annexure;

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(f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(g) a reference to **A$, $A, dollar** or **$** is to the lawful currency of Australia;

(h) a reference to time is, unless otherwise indicated, a reference to that time in Sydney, Australia time;

(i) a reference to a party is to a party to this document, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(j) a reference to a person includes a natural person, partnership, body corporate, joint venture, association, governmental or local authority or agency or other entity or organisation;

(k) a reference to "law" includes common law, principles of equity and legislation (including regulations);

(l) a reference to legislation or to a provision of legislation (including a listing rule or operating rule of a financial market or of a clearing and settlement facility) includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(m) a reference to "regulations" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);

(n) a reference to a body (including an institute, association or authority), other than a party to this document, whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(o) a reference to an agreement other than this document includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(p) a reference to liquidation or insolvency includes appointment of an administrator, a reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, bankruptcy, or a scheme, compromise or arrangement with creditors (other than solely with holders of securities or derivatives) or any similar procedure or, where applicable, changes in the constitution of any partnership or Third Party, or death;

(q) a word or expression defined in the Corporations Act, and which is not defined in **clause 1.1**, has the meaning given to it in the Corporations Act;

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(r) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(s) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(t) if an act prescribed under this document to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;

(u) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;

(v) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;

(w) a reference to something being 'reasonably likely' (or to a similar expression) is a reference to that thing being more likely than not to occur, when assessed objectively;

(x) a reference to conduct includes an omission, statement or undertaking, whether or not in writing; and

(y) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

1.3 Business Day

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.4 Best and reasonable endeavours

A reference to a party using, or an obligation on a party to use, its best or reasonable endeavours or all reasonable endeavours does not oblige that party to:

(a) pay money:

(i) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing); or

(ii) in the circumstances that are commercially onerous or unreasonable in the context of this document;

(b) provide other valuable consideration to or for the benefit of any person; or

(c) agree to commercially onerous or unreasonable conditions,

except where the provision expressly specifies otherwise.

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2 Agreement to propose Scheme

2.1 Agreement to proposed Scheme

(a) Peak agrees to propose and implement the Scheme on and subject to the terms and conditions of this document.

(b) Chenguang agrees to assist Peak to propose and implement the Scheme on and subject to the terms of this document.

2.2 Implementation of Scheme

Each party:

(a) agrees to execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Scheme substantially in accordance with this document; and

(b) must comply with its obligations under this document.

2.3 Timetable

(a) Each party agrees to use reasonable endeavours to:

(i) complete its obligations under this document; and

(ii) take all necessary steps and exercise all rights necessary to implement the Scheme,

in accordance with the Timetable.

(b) Failure by a party to meet any timeframe or deadline set out in the Timetable will not constitute a breach of **clause 2.3(a)** to the extent that such failure is due to circumstances and matters outside the party's control (including any delays caused by a Government Agency).

(c) Each party must keep the other informed about their progress against the Timetable and notify the other if it believes that any of the dates in the Timetable are not achievable.

(d) To the extent that any of the dates or timeframes set out in the Timetable are unable to be achieved or not reasonably likely to be able to be achieved due to matters outside the parties' control (including, for the avoidance of doubt, any delays caused by a Government Agency), the parties will consult in good faith to agree any necessary extension.

3 Conditions Precedent

3.1 Conditions Precedent

Subject to this **clause 3**, the Scheme will not become Effective, and the respective obligations of the parties in relation to the implementation of the Scheme are not binding, until each of the Conditions Precedent in **schedule 1** is satisfied or waived to the extent and in the manner set out in this **clause 3**.

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3.2 Benefit and waiver of certain Conditions Precedent

(a) A Condition Precedent (or a breach or non-fulfilment of a Condition Precedent) may only be waived in writing by a party entitled to the benefit of the Condition Precedent and then only according to the table in **schedule 1**.

(b) A party entitled to waive a Condition Precedent (or a breach or non-fulfilment of a Condition Precedent) under this **clause 3.2** may do so in its absolute discretion.

(c) Any waiver of a Condition Precedent by a party who is entitled to do so pursuant to **clause 3.2(a)** is only effective if such waiver is given on or prior to 8.00am on the Second Court Date.

(d) If the waiver of a Condition Precedent is itself given subject to a condition and the other party:

(i) accepts the condition, the terms of that condition apply and are binding under this document; or

(ii) does not accept the condition, the Condition Precedent is not waived for the purposes of this document.

(e) A waiver of a Condition Precedent (or waiver of a breach or non-fulfilment of a Condition Precedent) in accordance with this **clause 3.2** does not:

(i) constitute a waiver of any other Condition Precedent (including where the event constitutes a breach of a number of Conditions Precedent) or a waiver of that Condition Precedent resulting from any other event; and

(ii) prevent a party from suing the other for damages for breach of this document as a result of the breach or non-satisfaction of the relevant Condition Precedent.

3.3 Reasonable endeavours

(a) Each party must, to the extent that it is within its power to do so, use its reasonable endeavours to procure that each of the Conditions Precedent for which it is listed as having responsibility in the table in **schedule 1** are satisfied as soon as practicable after the date of this document and continue to be satisfied at all times until the last time that relevant Condition Precedent provides that it is to be satisfied.

(b) Each party must not, without the prior written consent of the other party, take any action or refrain from taking any action (except as required by law or permitted under this document) designed to prevent a Condition Precedent being satisfied.

(c) The parties must cooperate and, to the extent reasonably practicable, assist one another with satisfying their obligations under this **clause 3**.

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(d) Nothing in this **clause 3** or any other provision of this document requires Chenguang to accept or agree to any condition, requirement or undertaking imposed or proposed by any Government Agency in respect of a Regulatory Approval, other than conditions, requirements or undertakings that are acceptable to Chenguang.

3.4 Notifications

Each party must:

(a) keep the other promptly and reasonably informed of the steps it has taken and of its progress towards satisfaction of each Condition Precedent;

(b) promptly notify the other in writing if it becomes aware that any Condition Precedent has been satisfied, in which case the notifying party must also provide reasonable evidence that the Condition Precedent has been satisfied; and

(c) promptly, and in any event within two Business Days, notify the other in writing if it becomes aware of the happening of any change, fact, event, matter or occurrence that would, does, will or would reasonably be likely to:

(i) prevent a Condition Precedent being satisfied; or

(ii) mean that any Condition Precedent will otherwise not be satisfied,

before the time and date specified for its satisfaction (or being satisfied by the End Date, if no such time and date is specified) or such Condition Precedent is not otherwise satisfied by that time and date (including if Shareholders do not agree to the Scheme at the Scheme Meeting by the requisite majorities).

3.5 Certificate

(a) Before 8.00am on the Second Court Date, Peak will provide a certificate to Chenguang confirming whether or not it has breached any of its obligations under this document (including a breach of a representation or warranty), and if it has, giving details of such breaches.

(b) Before 8.00am on the Second Court Date, Chenguang will provide a certificate to Peak confirming whether or not it has breached any of its obligations under this document (including a breach of a representation or warranty), and if it has, giving details of such breaches.

3.6 Termination on failure of a Condition Precedent

(a) If:

(i) there is an act, a failure to act, an event or an occurrence that would, or does, prevent any of the Conditions Precedent being satisfied (including if Shareholders do not agree to the Scheme at the Scheme Meeting), or if any of the Conditions Precedent will not otherwise be satisfied, by the earlier of:

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(A) the time and date specified in this document for the satisfaction of that Condition Precedent; and

(B) the End Date,

or such Condition Precedent is otherwise not satisfied by that specified time and date or by the End Date (as applicable); or

(ii) it becomes more likely than not that the Scheme will not become Effective by the End Date,

then Peak and Chenguang must promptly consult in good faith with a view to determining whether:

(iii) the Scheme, or a transaction which results in the transfer of all of the Shares to Chenguang, may proceed by way of alternative means or methods;

(iv) to extend the relevant time or date for satisfaction of the Condition Precedent;

(v) a party with a right to waive that Condition Precedent will do so;

(vi) to change the date of the application to be made to the Court for orders under section 411(4)(b) of the Corporations Act approving the Scheme or adjourning that application (as applicable) to another date agreed by the parties;

(vii) to extend the End Date;

(viii) to otherwise amend the Timetable; or

(ix) to take a combination of any of the actions referred to in **clause 3.6(a)(iii)** to **3.6(a)(viii)**.

(b) Subject to **clause 3.6(d)**, if the parties are unable to reach agreement under **clause 3.6(a)** by the earlier of:

(i) the date that is 15 Business Days after commencing discussions in relation to the relevant event or occurrence that would, or does, prevent a Condition Precedent being satisfied;

(ii) the date that is 15 Business Days after the time and date specified in this document for the satisfaction of the Condition Precedent; and

(iii) 8.00am on the Second Court Date,

as appropriate, then, unless that Condition Precedent has been waived in accordance with **clause 3.2**, the party entitled to the benefit of that Condition Precedent (which may be either party where both parties are entitled to the benefit of the Condition Precedent) may (subject to **clause 3.6(c))** terminate this document without any liability to the other party because of that termination. For the avoidance of doubt, nothing in this **clause 3.6(b)** affects:

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(iv) the obligation of Peak to pay the Peak Reimbursement Fee, if it is required to do so under **clause 10**; or

(v) the obligation of Chenguang to pay the Chenguang Reimbursement Fee, if it is required to do so under **clause 11**.

(c) A party will not be entitled to terminate this document pursuant to **clause 3.6(b)** if the relevant Condition Precedent has not been satisfied as a result of:

(i) a breach of this document by that party; or

(ii) a deliberate act or omission of that party (except acts or omission permitted by this document) which either alone or together with other circumstances prevents that Condition Precedent being satisfied.

(d) If the Condition Precedent in **item 4** of **schedule 1** is not satisfied only because of a failure to obtain the majority required by sub-paragraph 411(4)(a)(ii)(A) of the Corporations Act, then either party may by written notice to the other within three Business Days after the date of the conclusion of the Scheme Meeting require the approval of the Court be sought, pursuant to the Court's discretion in that sub-paragraph, provided that the party has, in good faith, reasonably formed the view that the prospect of the Court exercising its discretion in this way is reasonable. If:

(i) approval is given, the Condition Precedent in **item 4** of **schedule 1** is deemed to be satisfied for all purposes; or

(ii) the Court refuses to make an order approving the Scheme which satisfies the Condition Precedent in **item 4** of **schedule 1** at Chenguang's request, Peak must appeal the Court's decision to the fullest extent possible (except to the extent that the parties agree otherwise, or an independent senior counsel of the Western Australian bar practising in the field of corporate law indicates that, in their view, an appeal would have negligible prospects of success before the End Date). If any such appeal request is undertaken at the request of Chenguang, Chenguang will bear Peak's costs of the appeal (including the costs of the independent senior counsel) unless the parties agree otherwise.

4 Transaction Steps

4.1 Scheme

Peak must propose the Scheme to Shareholders on and subject to the terms of this document.

4.2 Scheme Consideration

(a) The parties acknowledge that each Scheme Shareholder will be entitled to receive the Scheme Consideration in respect of each Scheme Share

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held by that Scheme Shareholder in accordance with the terms and conditions of this document and the Scheme.

(b) Subject to **clause 4.5**, Chenguang covenants in favour of Peak (in Peak's own right and separately as trustee for each Scheme Shareholder) that, in consideration of the transfer to Chenguang of each Scheme Share held by a Scheme Shareholder in accordance with the terms of the Scheme, on the Implementation Date, Chenguang will:

(i) accept that transfer; and

(ii) provide, or cause to be provided, to each Scheme Shareholder the Scheme Consideration for each Scheme Share held by them, in accordance with this document, the Scheme and Deed Poll.

4.3 Provision of information in relation to Shares

In order to facilitate the provision of the Scheme Consideration, Peak must provide, or procure the provision of, a complete copy of the Share Register as at the Record Date to Chenguang or a nominee of Chenguang (which must include the name, registered address and registered holding of each Scheme Shareholder as at the Record Date), within one Business Day after the Record Date. The details and information to be provided under this clause must be provided in such form as Chenguang or its nominee may reasonably require.

4.4 Joint holders

In the case of Scheme Shares held in joint names:

(a) the Scheme Consideration is payable to the joint holders and any cheque required to be sent under the Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Peak, the holder whose name appears first in the Share Register as at the Record Date or to the joint holders; and

(b) any other document required to be sent under the Scheme is to be forwarded to either, at the sole discretion of Peak, the holder whose name appears first in the Share Register as at the Record Date or to the joint holders.

4.5 Fractional entitlements

Where the calculation of the Scheme Consideration to be provided to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

4.6 Chenguang may nominate a Subsidiary

(a) Peak agrees that Chenguang may nominate a wholly owned Subsidiary of Chenguang (**Chenguang Sub**) to acquire all of the Scheme Shares under the Scheme by giving written notice to Peak on or before the date that is ten Business Days before an advanced draft of the Scheme Booklet is submitted to ASIC for review (**Sub Notification**).

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(b) If Chenguang nominates a Chenguang Sub to acquire all of the Scheme Shares under the Scheme, then:

(i) references in this document to Chenguang acquiring the Scheme Shares under the Scheme, or taking any other action under or in respect of the Scheme, are to be read as references to the Chenguang Sub doing so;

(ii) Chenguang and Chenguang Sub will both enter into the Deed Poll;

(iii) Chenguang must procure that Chenguang Sub complies with its obligations under, and completes the acquisition in accordance with the terms of, this document, the Scheme and the Deed Poll; and

(c) despite **clauses 4.6(b)(i)** to **4.6(b)(iii)**, Chenguang will continue to be bound by all of the obligations of Chenguang under this document and will not be released from any obligations or liabilities under this document following the Sub Notification.

4.7 Performance Rights

Peak must take such action as is necessary to ensure that:

(a) there are no outstanding Performance Rights on or after the Record Date; and

(b) subject to the Scheme becoming Effective, prior to the Record Date, all Performance Rights will be cancelled or vest in accordance with their terms, applicable law and the Listing Rules and be exercised (if applicable), and the resulting Shares are issued, which action will include:

(i) the Peak Board accelerating the vesting of, or waiving any vesting conditions or vesting periods applying to, any or all Performance Rights (subject to the terms of the Performance Rights permitting such accelerated vesting or waiving of such vesting conditions or periods, applicable law, the Listing Rules and the proper exercise of the Peak Board's discretion); and

(ii) the Peak Board taking all reasonable steps and actions as are necessary to ensure the Performance Rights are exercised immediately:

(A) for the vested Performance Rights that have not been exercised prior to the Effective Date, upon the Effective Date; and

(B) for all other Performance Rights, upon those Performance Rights vesting;

(iii) Peak making all necessary applications to ASX for waivers under the Listing Rules (if required); and

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(iv) Peak issuing or procuring the issue or transfer of such number of Shares as required by the terms of the Performance Rights before the Record Date so that the holders of those Performance Rights can participate as Scheme Shareholders in the Scheme and receive the Scheme Consideration.

5 Implementation

5.1 Peak's obligations

Peak must take all steps necessary to propose and implement the Scheme as soon as is reasonably practicable after the date of this document and must use reasonable endeavours to ensure that each step in the Timetable within Peak's control is met by the date set out beside that step (and must consult with Chenguang on a regular basis about its progress in that regard) in accordance with all applicable laws, including taking each of the following steps:

(a) (**Announcement**) make a public announcement as contemplated by **clause 14.2**;

(b) (**Scheme Booklet**) prepare and despatch the Scheme Booklet in accordance with **clause 5.3**;

(c) (**Independent Expert**) promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert (and any specialist expert appointed by the Independent Expert) in connection with the preparation of the Independent Expert's Report for inclusion in the Scheme Booklet and any technical expert's report (including any updates thereto);

(d) (**Directors' recommendation**) subject to **clause 7.2**, include in the Scheme Booklet and the public announcement contemplated by **clause 14.2** (on the basis of statements made to it by each member of the Peak Independent Board) a statement by the Peak Independent Board:

(i) unanimously recommending that Shareholders vote in favour of the Scheme subject to the Independent Expert opining and not subsequently modifying or withdrawing its opinion that the Scheme is in the best interests of Shareholders and in the absence of a Superior Proposal received by Peak; and

(ii) that each member of the Peak Independent Board will (subject to the Independent Expert opining and not subsequently modifying or withdrawing its opinion that the Scheme is in the best interests of Shareholders and in the absence of Peak receiving a Superior Proposal) vote, or procure the voting of, any Shares (as applicable) held by, or on behalf of, each of those members at the time of the Scheme Meeting in favour of the Scheme;

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(e) (**consult Chenguang**) consult with Chenguang as to the content and presentation of the Scheme Booklet, including:

(i) providing to Chenguang successive drafts of the Scheme Booklet (including the Independent Expert's Report) for the purposes of allowing Chenguang to review and comment on those drafts, noting that Chenguang's review of the Independent Expert's Report is to be limited to a factual accuracy review;

(ii) taking all comments made by Chenguang into account in good faith when producing revised drafts of the Scheme Booklet;

(iii) without limiting the above, providing to Chenguang a revised draft of the Scheme Booklet proposed to be provided to ASIC within a reasonable time,and in any event no later than 2 Business Days, before that draft is finalised to enable Chenguang to review that draft before its submission; and

(iv) consulting with Chenguang in relation to the content of the documents required for the purpose of each of the Court hearings held for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act in relation to the Scheme (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purposes of amending drafts of those documents, comments from Chenguang on those documents;

(f) (**Chenguang Information**) obtain written consents from Chenguang for the form and context in which the Chenguang Information appears in the Scheme Booklet and not lodge the Scheme Booklet with ASIC for registration until such approval is obtained from Chenguang, and otherwise not use Chenguang Information for any purposes other than those expressly contemplated by this document or the Scheme;

(g) (**Copy of the Independent Expert's Report**) promptly provide Chenguang with a copy of the final Independent Expert's Report;

(h) (**draft to regulators**) as soon as reasonably practicable after the date of this document but no later than 14 days before the First Court Date:

(i) provide to ASIC an advanced draft of the Scheme Booklet suitable for review by ASIC for the purposes of section 411(2) of the Corporations Act, and provide a copy of that draft to Chenguang as soon as practicable thereafter;

(ii) provide to ASX an advanced draft of the Scheme Booklet suitable for review by ASX;

(iii) liaise with ASIC and ASX during the period of their consideration of that draft of the Scheme Booklet; and

(iv) keep Chenguang reasonably informed of any material issues raised by ASIC and ASX in relation to the Scheme Booklet or the

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Proposed Transaction, and use all reasonable endeavours, in co-operation with, and taking into consideration any reasonable comments made by, Chenguang, to resolve any such matters (save where the resolution of such matters requires an amendment to Chenguang Information, such amendments must be approved by Chenguang in its absolute discretion);

(i) (**approval of Scheme Booklet**) as soon as reasonably practicable after the conclusion of the review by ASIC of the Scheme Booklet and before the First Court Date, procure that a meeting of the Peak Independent Board is held to consider approving the Scheme Booklet for despatch to the Shareholders, subject to orders of the Court under section 411(1) of the Corporations Act;

(j) (**section 411(17)(b) statements**) apply to ASIC for the production of:

(i) an indication of intent letter stating that it does not intend to appear before the Court on the First Court Date; and

(ii) a statement in writing pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;

(k) (**first Court hearing**) apply to the Court for orders under section 411(1) of the Corporations Act directing Peak to convene and hold the Scheme Meeting;

(l) (**legal representation**) procure that it is represented by counsel at the Court hearings convened for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act, and not oppose any application by Chenguang for leave of the Court to be represented by legal counsel at any such Court hearings;

(m) (**registration of Scheme Booklet**) take all reasonable measures within its control to cause ASIC to register the Scheme Booklet in accordance with section 412(6) of the Corporations Act;

(n) (**convening Scheme Meeting**) comply with the orders of the Court applicable to Peak, including, as required, despatching the Scheme Booklet to the Shareholders following registration of the Scheme Booklet by ASIC and convening and holding the Scheme Meeting, and not adjourn or postpone the Scheme Meeting or request the Court to adjourn or postpone the Scheme Meeting in either case without obtaining the prior written approval of Chenguang (such consent not to be unreasonably withheld, conditioned or delayed);

(o) (**update Scheme Booklet**) if, after the Scheme Booklet has been sent to Shareholders, it becomes aware of information that is:

(i) not included in the Scheme Booklet and that is:

(A) material for disclosure to Shareholders in deciding whether to approve the scheme; or

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(B) required to be disclosed to the Shareholders under any applicable law; or

(ii) included, or omitted in the Scheme Booklet and is misleading or deceptive in a material respect in the form and context in which it appears in the Scheme Booklet,

inform Shareholders of the information in an appropriate and timely manner, in accordance with applicable law. Peak must consult with Chenguang as to the form and content of any supplementary disclosure before it is made to Shareholders, and, to the extent reasonably practicable, must provide Chenguang with a reasonable opportunity to review and comment on such disclosure before it is made and must consider in good faith any comments provided by or on behalf of Chenguang. To the extent that any supplementary disclosure relates to (or constitutes) Chenguang Information, it may only be made with Chenguang's prior written consent (not to be unreasonably withheld or delayed).

(p) (**Court approval**) subject to all Conditions Precedent other than the condition relating to Court approval of the Scheme, being (or being reasonably expected to be) satisfied or waived in accordance with this document, apply to the Court for orders approving the Scheme, and consult with Chenguang as to the content of all relevant affidavits, submissions and draft minutes of Court orders. Such consultation must include providing Chenguang with a reasonable opportunity to review and comment on the relevant Court documents before they are lodged, and Peak must consider in good faith, for the purpose of amending the drafts of those documents, any comments provided by or on behalf of Chenguang.

(q) (**certificate**) at the hearing on the Second Court Date, provide to the Court:

(i) a certificate (signed for and on behalf of Peak) in the form of a deed confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent (other than the condition precedent in **item 6** of **schedule 1**) have been satisfied or waived in accordance with this document and provide a draft of that certificate to Chenguang by 5.00 pm two Business Days prior to the Second Court Date; and

(ii) any certificate provided to it by Chenguang pursuant to **clause 5.2(j)**;

(r) (**implementation of Scheme**) if the Scheme is approved by the Court:

(i) subject to the Listing Rules, lodge with ASIC an office copy of the orders approving the Scheme in accordance with section 411(10) of the Corporations Act by no later than the Trading Day after the date on which the Court order was made (or such later date as agreed in writing by Chenguang);

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(ii) finalise and close the Share Register and determine entitlements to the Scheme Consideration as at the Record Date in accordance with the Scheme and the Deed Poll;

(iii) execute a master transfer as agent and attorney for the Scheme Shareholders in accordance with the Scheme and effect and register the transfer of the Scheme Shares to Chenguang on the Implementation Date in accordance with the Scheme; and

(iv) do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme;

(s) (**assistance**) up to the Implementation Date and subject to obligations of confidentiality owed to third parties (in respect of which Peak must use reasonable endeavours to obtain appropriate consents), provide Chenguang with reasonable access during normal business hours to information and personnel of the Peak Group that Chenguang reasonably requests for the purposes of collation and provision of Chenguang Information and the implementation of the Proposed Transaction;

(t) (**Shareholder information**) provide all necessary information, and procure that the Registry provides all necessary information, in each case in a form reasonably requested by Chenguang, about the Scheme Shareholders and the Shareholders, which Chenguang reasonably requires in order to:

(i) understand the legal and beneficial ownership of Shares, and canvass agreement to the Scheme by Shareholders (including the results of directions by Peak to Shareholders under Part 6C.2 of the Corporations Act);

(ii) facilitate the provision by, or on behalf of, Chenguang of the Scheme Consideration and to otherwise enable Chenguang to comply with the terms of this document, the Scheme and the Deed Poll; and

(iii) review the tally of proxy appointments and directions received by Peak prior to the Scheme Meeting, and Peak must comply with any reasonable request of Chenguang for Peak to give directions to Shareholders pursuant to Part 6C.2 of the Corporations Act from time to time for one of the purposes referred to in **5.1(t)(i)** or **5.1(t)(ii)** above;

(u) (**promote merits of Proposed Transaction**) participate in efforts reasonably requested by Chenguang to promote the merits of the Scheme and the Proposed Transaction, including meeting with Shareholders at the reasonable request of Chenguang and providing such information and assistance as Chenguang reasonably requests to enable it to promote the merits of the Proposed Transaction;

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(v) (**proxy solicitation**) at the reasonable request of Chenguang, undertake reasonable shareholder engagement and proxy solicitation actions so as to promote the merits of the Proposed Transaction and encourage Shareholders to vote on the Scheme in accordance with the recommendation of the Peak Independent Board, subject to applicable laws and ASIC policy;

(w) (**proxy information**) upon request by Chenguang made prior to the commencement of the Scheme Meeting, inform Chenguang of the total number of proxy votes received by Peak to vote in favour of the Scheme, to vote against the Scheme, to abstain from voting on the Scheme and where the proxy may vote at the proxy's discretion, and if requested to do so by Chenguang, provide copies of the relevant proxy forms;

(x) (**listing**) subject to **clauses 5.1(z) and 5.1(aa)**, take all reasonable and appropriate steps to maintain Peak's listing on ASX, despite any suspension of the quotation of Shares, up to and including the later of the Trading Day after the Implementation Date and the Trading Day after the date on which all transfers of Scheme Shares have been duly registered in accordance with the Scheme, including without limitation, making appropriate applications to ASX and ASIC;

(y) (**Share Register**) provide Chenguang with a complete copy of the Share Register as at the date of this document (which must include the name, registered address and registered holding of each Shareholder as at the Record Date);

(z) (**suspension of trading**) apply to ASX to suspend trading in Shares with effect from the close of trading on the Effective Date, or such other date and time agreed between Peak and Chenguang;

(aa) (**application for de-listing**) in sufficient time prior to the Second Court Date, apply to ASX to de-list Peak to take effect from the later of the Trading Day after the Implementation Date and the Trading Day after the date on which all transfers of Scheme Shares have been duly registered in accordance with the Scheme;

(bb) (**compliance with laws**) do everything reasonably within its power to ensure that all transactions contemplated by this document are effected in accordance with all applicable laws, regulations and the Listing Rules; and

(cc) (**all other things necessary**) take all other actions and do all things reasonably necessary or desirable to give effect to the Scheme having regard to the Timetable.

5.2 Chenguang's obligations

Chenguang must take all steps necessary to implement the Scheme as soon as reasonably practicable and in accordance with all applicable laws, including taking each of the following steps:

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(a) (**Announcement**) make a public announcement as contemplated by **clause 14.2**;

(b) (**Chenguang Information**) prepare and provide to Peak, the Chenguang Information that is required by all applicable laws, the Listing Rules and ASIC Regulatory Guides for inclusion in the Scheme Booklet and as may be necessary to ensure that Chenguang Information contained in the Scheme Booklet is not, having regard to applicable disclosure requirements, misleading or deceptive in any material respect (whether by omission or otherwise). Chenguang must give Peak drafts of the Chenguang Information in a timely manner, giving Peak a reasonable opportunity to review those drafts and considering in good faith the reasonable comments of Peak and its Representatives when preparing revised drafts of that information;

(c) (**assist Independent Expert**) subject to the Independent Expert entering into arrangements with Chenguang (including in relation to confidentiality) in a form reasonably acceptable to Chenguang, provide any assistance or information reasonably requested by the Independent Expert (and any specialist appointed by the Independent Expert) to enable it to prepare the Independent Expert's Report and any technical expert's report (including any updates thereto);

(d) (**Scheme Booklet and Court documents**) provide any assistance or information reasonably requested by Peak in connection with the preparation of the Scheme Booklet (including any updated or supplementary Scheme Booklet) and any documents required to be filed with the Court in respect of the Scheme, review the drafts of the Scheme Booklet (including any updated or supplementary Scheme Booklet) prepared by Peak and provide comments on those drafts in good faith;

(e) (**assistance with ASIC and ASX matters**) provide assistance reasonably requested by Peak to assist Peak to resolve any matter raised by ASIC or ASX regarding the Scheme Booklet or the Scheme during its review of the Scheme Booklet;

(f) (**approval of Scheme Booklet**) as soon as reasonably practicable after the conclusion of the review by ASIC of the Scheme Booklet and before the First Court Date, approve those sections of the Scheme Booklet that contain Chenguang Information as being in a form appropriate for despatch to Shareholders, subject to approval of the Court and deliver to Peak written evidence of such approval;

(g) (**new information**) advise Peak if at any time before the Second Court Date, Chenguang becomes aware either:

(i) of new information which, were it known at the time the Scheme Booklet was prepared, should have been included in the Chenguang Information; or

(ii) that any part of the Chenguang Information is misleading or deceptive in a material respect (whether by omission or otherwise),

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together with such additional information as Peak reasonably requires to make any supplementary disclosures to Shareholders;

(h) (**Deed Poll**) by no later than the Business Day before the First Court Date, deliver to Peak an executed copy of the Deed Poll and if requested by the Court, undertake to the Court to do all such things within its power as are reasonably necessary to ensure that it fulfils its obligations under this document and the Deed Poll;

(i) (**representation**) procure that, at the election of either Chenguang or Peak, Chenguang is represented by counsel at the Court hearings convened for the purposes of sections 411(1) and 411(4)(b) of the Corporations Act;

(j) (**certificate**) before the commencement of the hearing on the Second Court Date, provide to Peak for provision to the Court at that hearing a certificate (signed for and on behalf of Chenguang) in the form of a deed confirming (in respect of matters within its knowledge) whether or not the Conditions Precedent (other than the Condition Precedent in **item 6** of **schedule 1**) have been satisfied or waived in accordance with this document and provide a draft of that certificate to Peak by 5.00 pm two Business Days prior to the Second Court Date;

(k) (**Scheme Consideration**) if the Scheme becomes Effective, provide, or cause to be provided, the Scheme Consideration in the manner and amount contemplated by the terms of the Scheme and the Deed Poll;

(l) (**share transfer**) if the Scheme becomes Effective:

(i) accept a transfer of the Scheme Shares as contemplated by **clause 4.2(b)(i)**; and

(ii) execute instruments of transfer in respect of the Scheme Shares; and

(m) (**compliance with laws**) do everything reasonably within its power to ensure that all transactions contemplated by this document are effected in accordance with all applicable laws, regulations and the Listing Rules. For the avoidance of doubt, nothing in this clause 5.2 will require Chenguang to do anything that would be reasonably likely to result in a violation of the applicable Laws.

5.3 Scheme Booklet – preparation principles

(a) Peak must ensure that the Scheme Booklet:

(i) is prepared in consultation with Chenguang in accordance with **clause 5.1(e)**;

(ii) complies with all applicable laws, Listing Rules, ASIC Regulatory Guides and Takeovers Panel Guidance;

(iii) includes the information set out in **clauses 5.3(b)** and **5.3(c)**; and

(iv) is otherwise prepared in accordance with this **clause 5.3**.

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(b) The Scheme Booklet must include:

(i) the terms of the Scheme;

(ii) the notice of Scheme Meeting, and any other notice of meeting in respect of any resolution that is necessary, expedient or incidental to give effect to the Scheme, together with a proxy form for the Scheme Meeting and for any ancillary meeting;

(iii) the Peak Information;

(iv) the Chenguang Information, which will be:

(A) so far as is practicable, contained in a separate and distinct section of the Scheme Booklet; and

(B) clearly identified as the Chenguang Information;

(v) a copy of this document or a summary of it;

(vi) a copy of the executed Deed Poll; and

(vii) a copy of the Independent Expert's Report.

(c) The Scheme Booklet must include a responsibility statement to the effect that:

(i) other than the Chenguang Information and the Independent Expert's Report, the Scheme Booklet has been prepared by Peak and is the responsibility of Peak, and that Chenguang assumes no responsibility including for the accuracy or completeness of the Scheme Booklet (other than the Chenguang Information); and

(ii) the Chenguang Information has been provided by Chenguang and is the responsibility of Chenguang, and Peak assumes no responsibility including for the accuracy or completeness of the Chenguang Information.

(d) Peak must take all reasonable steps to ensure that the Scheme Booklet (other than the Chenguang Information) is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date it is despatched to Shareholders, including by undertaking appropriate due diligence and verification processes in respect of the Scheme Booklet (other than the Chenguang Information or Independent Expert's Report) and, if required by the Court, providing an affidavit to the Court on or before the First Court Date confirming those due diligence and verification processes and their completion.

(e) Chenguang must take all reasonable steps to ensure that the Chenguang Information is not misleading or deceptive in any material respect (whether by omission or otherwise) as at the date on which the Scheme Booklet is despatched to Shareholders, including by undertaking appropriate due diligence and verification processes in relation to the Chenguang Information and providing to Peak all evidence of such processes as may be reasonably requested, and, if required by

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the Court, providing an affidavit to the Court on or before the First Court Date confirming those due diligence and verification processes and their completion.

(f) Peak must provide to Chenguang all such further or new information of which Peak becomes aware that arises after the Scheme Booklet has been despatched until the date of the Scheme Meeting where this is or may be necessary to ensure that the Scheme Booklet continues to comply with the Corporations Act, ASIC Regulatory Guides and the Listing Rules, and must seek the Court's approval for the despatch of any updated or supplementary Scheme Booklet. Peak must consult with Chenguang as to the content and presentation of the updated or supplementary Scheme Booklet, or the market announcement, in the manner contemplated in **clause 5.1(e)**.

(g) Chenguang must provide to Peak all such further or new information of which Chenguang becomes aware that arises after the Scheme Booklet has been despatched until the date of the Scheme Meeting where this is or may be necessary to ensure that the Chenguang Information continues to comply with the Corporations Act, ASIC Regulatory Guides and the Listing Rules.

(h) If after a reasonable period of consultation Peak and Chenguang are unable to agree on the form or content of the Scheme Booklet:

(i) where the determination relates to Chenguang Information, Chenguang will make the final determination as to the form and context of the Chenguang Information; and

(ii) in any other case, Peak will make the final determination as to the form and content of the Scheme Booklet.

5.4 Conduct of Court proceedings

(a) Peak and Chenguang are entitled to separate representation at all Court proceedings affecting the Proposed Transaction.

(b) This document does not give Chenguang or Peak any right or power to give undertakings to the Court for or on behalf of the other party without that other party's written consent.

(c) Peak and Chenguang must give all undertakings to the Court in all Court proceedings which are reasonably required to obtain Court approval and confirmation of the Proposed Transaction contemplated by this document.

6 Conduct of business

6.1 Conduct of business by Peak

Subject to **clause 6.2**, from the date of this document up to and including the Implementation Date and without limiting any other obligations of Peak under this document, Peak must and must procure each Peak Group Member:

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(a) to carry on and operate their businesses and operations, including the Ngualla Operations, in accordance with Good Mining Practices and, where consistent with Good Mining Practices, in the ordinary and normal course and substantially consistent with:

(i) the Budget; and

(ii) the manner in which such businesses and operations were conducted in the 12 months before the date of this document;

including making all reasonable efforts to obtain, maintain and renew all necessary Authorisations, to perform its relevant legal obligations and to enforce its relevant legal rights in the ordinary course of business;

(b) to keep Chenguang informed on a timely basis of any material developments concerning the conduct of the Peak Group business and operations;

(c) provide a monthly update regarding the financial affairs and financial position of the Peak Group;

(d) provide regular updates on the status of any potential sale or disposal of an interest in Teesside;

(e) to make all reasonable efforts, and procure that each other Peak Group Member makes all reasonable efforts, to:

(i) preserve and maintain the value of businesses and assets of the Peak Group;

(ii) keep available the services of the directors, officers and employees of each Peak Group Member;

(iii) maintain and preserve the relationships of each Peak Group Member with Government Agencies, customers, suppliers and others having business dealings with any Peak Group Member; and

(iv) ensure that there is no occurrence within their control that would constitute or be likely to constitute a Material Adverse Change;

(f) to maintain the Special Mining Licence in good standing;

(g) not do anything or omit to do anything which would cause the Special Mining Licence to be revoked, varied, altered, not-renewed, suspended or terminated or the terms or rights attaching to the Special Mining Licence being adversely affected (including the ability of a Peak Group Member to benefit from the Special Mining Licence);

(h) ensure that all assets are maintained in the normal course consistent with past practice;

(i) maintains at least its current level of insurance;

(j) make all reasonable efforts to duly update the corporate documents for all of the Peak Group Members to reflect the current directors,

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secretaries, shareholders, beneficial owner(s) (other than beneficial owners of Peak), registered offices, principal places of business and auditors, and to adopt resolutions to replace those corporate documents that are missing, if applicable;

(k) complies in all material respects with:

(i) all material contracts to which a Peak Group Member is a party and does not waive any rights under any such material contract or terminate or amend in any material respect any such material contract (or agree to do any of the foregoing);

(i) all applicable laws and Authorisations binding on it, where a failure to do so would have, or is reasonably likely to have, a material adverse effect on Peak or the Ngualla Operations;

(l) procure that no Peak Group Member:

(i) indemnifies the obligations of any other person other than a Peak Group Member or otherwise in the ordinary course of business;

(ii) amends (or waives any right under) in a material respect any financing agreement (including, without limitation, to increase commitments thereunder);

(iii) terminates, materially modifies or rescinds or does anything which would cause or result in a default under a financing agreement or any other indebtedness incurred by any Peak Group Member;

(iv) sells, transfers, disposes, assigns, grants or creates any kind of interest in the Special Mining Licence or the area of the Special Mining Licence (including any Encumbrance or access right), declares a trust over, parts with the benefit of or otherwise deals with or affects the rights attaching to the Special Mining Licence;

(v) enters into or agrees to the terms of any joint venture or similar agreement, arrangement or relationship; or

(vi) enters 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;

(m) in relation to any employee or prospective employee of any Peak Group Member whose total annual fixed remuneration as at the date of this document is greater than $100,000, not to:

(i) enter into any new employment agreement;

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(ii) increase their remuneration or otherwise materially vary their employment arrangements (other than in connection with a promotion or role change for any existing employee);

(iii) accelerate their rights to compensation or benefits of any kind; or

(iv) pay any termination or retention payment, other than termination or resignation payments (including pursuant to settlement or similar arrangements) in the ordinary course of ordinary business, other than as agreed in advance in writing with Chenguang (which for clarity includes the payments of any amounts included in the Budget);

(n) not enter into any line of business or other activities in which the Peak Group is not engaged as of the date of this document;

(o) to comply with all relevant laws, regulations, the Listing Rules and Authorisations;

(p) to use all reasonable endeavours to ensure that the lease of the premises situated at Unit 3, 59-61 Kurnall Road Welshpool WA 6106 remains in full force and effect, and unless otherwise instructed in writing by Chenguang, exercise the option by giving notice to the landlord within the timeframe specified in the lease agreement to renew the lease for three years;

(q) to ensure that no Prescribed Occurrence occurs; and

(r) authorises, commits, resolves, undertakes or agrees to do, or makes any representation or warranty regarding doing, any of the prohibited matters set out above.

6.2 Peak permitted activities

The obligations of Peak under **clause 6.1** do not apply in respect of any matter:

(a) which is required by any applicable Law, regulation or by any order of a Government Agency (except where that requirement arises as a result of an action or inaction by a Peak Group Member);

(b) which has been agreed to in writing by Chenguang (which for clarity includes the matters set out in the Budget);

(c) to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property, or a disease epidemic or pandemic), provided that, to the extent reasonably practicable having regard to the nature of the relevant emergency or disaster, Peak has consulted with Chenguang in good faith in respect of the proposal to take such action or not take such action (as applicable) and considers any reasonable comments or requests of Chenguang in relation to such proposal in good faith;

(d) that results from or arises out of the taking of any action in connection with:

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(i) any potential sale or disposal of an interest in Teesside provided that the costs and expenses in relation to such sale or disposal have been Fairly Disclosed; or

(ii) a Permitted Issue; or

(e) required to be done pursuant to, or otherwise contemplated in, this document, the Scheme, the Deed Poll or as agreed in writing between the parties.

6.3 Access

(a) From (and including) the date of this document and up to and including the Implementation Date, subject to applicable laws and confidentiality obligations, Peak must give, and must cause each other Peak Group Member to give, Chenguang reasonable access to information (including any documents, books, records and other information of the Peak Group), premises and Peak Officers as reasonably requested by Chenguang at mutually convenient times, and provide Chenguang reasonable cooperation, for the purpose of:

(i) the implementation of the Scheme (including seeking and obtaining any necessary approvals, consents or waivers and other planning arrangements);

(ii) planning for integration of the businesses and the implementation of the Scheme;

(iii) keeping Chenguang informed of material developments relating to the Peak Group;

(iv) Chenguang meeting its obligations under this document and verifying the Peak Warranties; and

(v) any other purpose agreed by the parties,

provided that:

(vi) providing the information or access does not result in unreasonable disruption to Peak's business in the ordinary course;

(vii) nothing in this clause gives Chenguang any rights as to the decision-making of any Peak Group Member or its business;

(viii) nothing in this clause requires Peak to provide, or procure the provision of, information concerning the Peak Group's business that is, in the reasonable opinion of Peak, commercially sensitive;

(ix) nothing in this clause will require Peak to provide, or procure the provision of, information concerning:

(A) the consideration of the Proposed Transaction by Peak's directors and management;

(B) any previous transactions or proposed transactions involving a Peak Group Member and a Chenguang Group Member to

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the extent it does not relate to or is not reasonably required to implement the Proposed Transaction; or

(C) any actual, proposed or potential Competing Proposal (including Peak's directors' and management's consideration of any actual, proposed or potential Competing Proposal) except as otherwise permitted or required by this document; and

(x) nothing in this clause will require Peak to provide, or procure the provision of, information if to do so would or would be reasonably likely to:

(A) breach any confidentiality undertaking owed to a third party or any applicable law; or

(B) result in a waiver of legal professional privilege.

6.4 Confidentiality Agreement

All information provided under or in connection with this document is subject to the Confidentiality Agreement which continues to have full force and effect subject to the terms of this document. To avoid doubt, the parties acknowledge that the standstill clauses in the Confidentiality Agreement continue in full force and effect in accordance with the terms of the Confidentiality Agreement. Peak waives the relevant standstill clause in the Confidentiality Agreement to the extent required for Chenguang to undertake the Scheme in accordance with this document.

6.5 Notification

(a) From the date of this document up to and including the Second Court Date, unless Chenguang agrees otherwise in writing, Peak will promptly notify Chenguang of anything of which it becomes aware that:

(i) makes any material information publicly filed by Peak (either on its own account or in respect to a Peak Group Member) to be, or reasonably likely to be, incomplete, incorrect, untrue or misleading in any material respect;

(ii) makes any Peak Warranty false, inaccurate, misleading or deceptive in any material respect;

(iii) makes any information provided in the Disclosure Material false, inaccurate, misleading or deceptive in any material respect;

(iv) would constitute or be likely to constitute a Prescribed Occurrence or a Material Adverse Change;

(v) would result in the breach of any covenants or obligations under this document; or

(vi) relates to any material Claims being commenced or, to the knowledge of Peak, threatened, that relate to or involve Peak, any

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Peak Group Member, the Special Mining Licence, this document or the Proposed Transaction.

(b) From the date of this document up to and including the Second Court Date, unless Peak agrees otherwise in writing, Chenguang will promptly notify Peak of anything of which it becomes aware that:

(i) makes any Chenguang Warranty false, inaccurate, misleading or deceptive in any material respect; or

(ii) would result in the breach of any covenants or obligations under this document.

6.6 Business updates

From the date of this document up to and including the earlier of the Implementation Date and termination of this document in accordance with its terms, Peak must notify Chenguang in writing of any of the following matters of which Peak becomes aware, and such written notification must include a reasonable summary of the relevant matter to the extent the details are known to Peak, which would have, a material adverse effect on:

(a) the financial or operational performance of, or the reputation of, the Peak Group (taken as a whole); or

(b) the Peak Group's relationships with Government Agencies or counterparties to material contracts;

(c) changes or likely changes to the composition of Peak's executive management team;

(d) any material issues or concerns raised by the Australian Taxation Office or any other Government Agency;

(e) any project undertaken or proposed to be undertaken by any Peak Group Member; or

(f) terms of, the rights attaching to, or status (including any actual or potential revocation, variation, alteration, non-renewal, suspension or termination) of the Special Mining Licence.

Where the Australian Taxation Office or any other Government Agency raises material issues or concerns of a kind referred to in **clause 6.6(d)**, then to the extent permitted by Law and otherwise reasonably practicable in the circumstances, Peak must consult with Chenguang in good faith in relation to the manner in which such issues or concerns are addressed, and must keep Chenguang reasonably informed of material discussions or communications with the Australian Taxation Office or relevant Government Agency in relation to such issues or concerns.

6.7 Change of control consents

As soon as practicable after the date of this document, Peak and Chenguang must use reasonable endeavours to identify any change of control or unilateral termination rights in material contracts to which any Peak Group Member is

party which may be triggered by or exercised in response to the implementation of the Proposed Transaction and shall use reasonable endeavours to obtain the consent or waiver of such third party.

7 Peak Independent Board

7.1 Recommendation and Voting Intention

(a) Peak represents and warrants to Chenguang that each member of the Peak Independent Board as at the date of this document has confirmed by way of unanimous resolution of the Peak Independent Board or by separate written confirmation to Peak that:

(i) he or she will recommend that Shareholders vote in favour of the Scheme (**Recommendation**); and

(ii) he or she intends to vote, or cause to be voted, all Shares in which he or she has a Relevant Interest in favour of the Scheme (**Voting Intention**),

in each case in the absence of a Superior Proposal and subject to the Independent Expert concluding in the Independent Expert's Report (including any update or supplement to the Independent Expert's Report) that the Scheme is in the best interests of Shareholders (and continuing to conclude that the Scheme is in the best interests of Shareholders at all times prior to the Second Court Date).

(b) Peak must ensure that the Scheme Booklet and all other material announcements released to the ASX relating to the Proposed Transaction includes the Recommendation and the Voting Intention with the same qualification permitted by **clause 7.1(a)**.

(c) For the purposes of this **clause 7.1**, customary qualifications and explanations contained in the Scheme Booklet or any public announcement in relation to a Recommendation or Voting Statement to the effect that the Recommendation or Voting Statement is made:

(i) in the absence of a Superior Proposal;

(ii) in respect of any public announcement issued before the issue of the Scheme Booklet, 'subject to the Independent Expert concluding in the Independent Expert's Report (and continuing to conclude) that the Scheme is in the best interests of Shareholders'; or

(iii) in respect of the Scheme Booklet or any public announcements issued at the time of or after the issue of the Scheme Booklet, 'subject to the Independent Expert continuing to conclude that the Scheme is in the best interests of Shareholders',

will not be regarded as a failure to make, or an adverse change, withdrawal, adverse modification or adverse qualification of, a

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Recommendation or Voting Statement, or an endorsement of a Competing Proposal, and will not contravene this **clause 7**.

7.2 Withdrawal or modification of Recommendation

Peak must procure that the Peak Independent Board collectively, and the members of the Peak Independent Board individually, do not adversely change, withdraw or adversely modify or adversely qualify their Recommendation or Voting Intention in favour of the Scheme unless:

(a) the Independent Expert provides a report to Peak (including either the Independent Expert's Report or any update, addendum or variation to it) that concludes that the Scheme is not in the best interests of Scheme Shareholders;

(b) Peak has executed a legally binding agreement, arrangement or understanding to give effect to a Superior Proposal; or

(c) a court of competent jurisdiction, ASIC or the Takeovers Panel requests that any member of the Peak Independent Board change, withdraw, qualify or modify, or abstain from making, his or her Recommendation or Voting Statement.

7.3 Appointment and resignation of directors

Peak must, as soon as practicable on the Implementation Date, after the Scheme Consideration has been provided to Scheme Shareholders in accordance with the terms of the Scheme, take all actions necessary to:

(a) subject to receipt by Peak of the requisite signed consents to act, cause the appointment of the nominees of Chenguang (two of whom is to be ordinarily resident in Australia), as notified to Peak in writing no less than five Business Days prior to the Implementation Date, to the Peak Board, in accordance with the constitution of Peak and the Corporations Act and with each appointment becoming effective upon implementation of the Scheme;

(b) ensure that all directors on the Peak Board, other than, for the avoidance of doubt, the Chenguang nominees referred to in **clause 7.3(a)** resign, in accordance with the constitution of Peak, the Corporations Act and the Listing Rules and with such resignation becoming effective upon implementation of the Scheme;

(c) subject to receipt by Peak of the requisite signed consents to act, cause the appointment of the nominees of Chenguang, as notified to Peak in writing no less than five Business Days prior to the Implementation Date, to the boards of each Peak Subsidiary, in accordance with the constituent documents of the relevant Peak Subsidiary and applicable law and with each appointment becoming effective upon implementation of the Scheme; and

(d) ensure that all directors on the board's of Peak's Subsidiaries, other than:

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(i) any directors who are nominees of the Government of Tanzania; and

(ii) the Chenguang nominees referred to in **clause 7.3(c)**,

resign, in accordance with the constituent documents of the relevant Peak Subsidiary and applicable law and with such resignation becoming effective upon implementation of the Scheme.

8 Representations and warranties

8.1 Peak Warranties

Peak represents and warrants to Chenguang (on Chenguang's own behalf and separately as trustee or nominee for each other Chenguang Indemnified Parties) that each of the Peak Warranties are true and correct.

8.2 Chenguang Warranties

Chenguang represents and warrants to Peak (on Peak's own behalf and separately as trustee or nominee for each of the other Peak Indemnified Parties) each of the Chenguang Warranties are true and correct.

8.3 Timing of representations and warranties

Each representation and warranty made or given under **clause 8.1** and **clause 8.2** is given:

(a) at the date of this document and repeated continuously thereafter until 8.00am on the Second Court Date; or

(b) where expressed, at the time at which the representation or warranty is expressed to be given.

8.4 Peak indemnity

Peak indemnifies Chenguang (on Chenguang's own behalf and separately as trustee or nominee for each of the other Chenguang Indemnified Parties) and must keep indemnified, Chenguang and each Chenguang Indemnified Party from and against all Claims, actions, damages, costs, expenses, liabilities and loss which Chenguang or any Chenguang Indemnified Party may suffer or incur by reason of any breach of any of the Peak Warranties or as a result of any of those warranties not being true and correct.

8.5 Chenguang indemnity

Chenguang indemnifies Peak (on Peak's own behalf and separately as trustee or nominee for each of the other Peak Indemnified Parties) and must keep indemnified, Peak and each of the other Peak Indemnified Parties from and against all Claims, actions, damages, costs, expenses, liabilities and loss which Peak or any Peak Indemnified Party may suffer or incur by reason of any breach of any of the Chenguang Warranties or as a result of any of those warranties not being true and correct.

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8.6 Qualifications to Peak's representations and warranties

(a) The Peak Warranties (other than the Peak Title and Capacity Warranties) are each subject to matters that:

(i) have been Fairly Disclosed by Peak;

(ii) within the actual knowledge of Chenguang as at the date of this document (where for clarity, the parties agree that the actual knowledge of Chenguang includes the actual knowledge of Ms Shasha Lu, Mr Ling Li and Ms Huichu Xu);

(iii) result, directly or indirectly, from the actions (or omissions to act) of Chenguang or a Chenguang Group Member; or

(iv) are required or expressly permitted by this document or the Budget.

8.7 Qualifications to Chenguang's representations and warranties

(a) The Chenguang Warranties (other than the Chenguang Title and Capacity Warranties) are each subject to matters that:

(i) result, directly or indirectly, from the actions (or omissions to act) of Peak or a Peak Group Member;

(ii) within the actual knowledge of Peak (where for clarity, the parties agree that the actual knowledge of Peak includes the actual knowledge of Mr Bardin Davis, Mr Phil Rundell and Mr Justin Grinceri); or

(iii) are required or expressly permitted by this document or the Budget.

8.8 Survival of representations and indemnities

(a) Each representation and warranty in **clauses 8.1** and **8.2**:

(i) is severable;

(ii) will survive the termination of this document; and

(iii) is given with the intent that liability under them will not be confined to breaches which are discovered prior to the date of termination of this document.

(b) The indemnities provided by each party under **clauses 8.4** and **8.5** will each:

(i) be severable;

(ii) be continuing obligations;

(iii) constitute a separate and independent obligation of the party giving the indemnity from any other obligations of such party under this document; and

(iv) survive the termination of this document.

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8.9 Scheme becoming Effective

After the Scheme becomes Effective, any breach of the representations and warranties made or given under this **clause 8** may only give rise to a claim for damages or under the indemnities in this **clause 8** and does not entitle a party to terminate this document.

9 Releases

9.1 Peak release

(a) Chenguang (for itself and as agent of every Chenguang Group Member) releases its rights against and agrees with Peak that it will not make a Claim against, any Peak Indemnified Party (other than Peak and its Related Bodies Corporate) as at the date of this document and from time to time in connection with:

(i) any breach of any representation, covenant and warranty of Peak or any Peak Group Member in this document;

(ii) any disclosures containing any statement which is false or misleading whether in content or by omission; or

(iii) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise except to the extent that the Peak Indemnified Party has not acted in good faith or has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this **clause 9.1** limits Chenguang's rights to terminate this document under **clause 13**.

(b) This clause is subject to any Corporations Act restriction and will (if and to the extent required) be read down accordingly. Peak receives and holds the benefit of this clause to the extent it relates to each Peak Indemnified Party as trustee for each of them.

9.2 Chenguang release

(a) Peak (for itself and as agent of every Peak Group Member) releases its rights against and agrees with Chenguang that it will not make a Claim against, any Chenguang Indemnified Party (other than Chenguang and its Related Bodies Corporate) as at the date of this document and from time to time in connection with:

(i) any breach of any representation, covenant and warranty of Chenguang or any Chenguang Group Member in this document;

(ii) any disclosures containing any statement which is false or misleading whether in content or by omission; or

(iii) any failure to provide information,

whether current or future, known or unknown, arising at common law, in equity, under statute or otherwise except to the extent that the

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Chenguang Indemnified Party has not acted in good faith or has engaged in wilful misconduct, wilful concealment or fraud. For the avoidance of doubt, nothing in this **clause 9.2** limits Peak's rights to terminate this document under **clause 13**.

(b) This clause is subject to any Corporations Act restriction and will (if and to the extent required) be read down accordingly. Chenguang receives and holds the benefit of this clause to the extent it relates to each Chenguang Indemnified Party as trustee for each of them.

9.3 Deeds of indemnity, access and insurance

(a) At or prior to the Implementation Date, Peak must purchase a D&O Run Off Policy on terms and conditions providing coverage retentions, limits and other material terms (including in relation to deductibles) substantially equivalent to the Peak Directors' and officers' insurance annual policy in place as at the date of this document (**Existing D&O Policy**), provided that in connection with obtaining such D&O Run Off Policy, Peak will use reasonable endeavours to:

(i) obtain a proposal from the broker (**First Broker**) that arranged the Existing D&O Policy to obtain base premium, GST and stamp duty quotes and coverage terms & conditions from one or more Standard & Poor's insurers rated not less than A- (**S&P Insurers**) for a D&O Run Off Policy (**First Indicative Run Off Policy**); and

(ii) obtain a second proposal from a second broker (**Second Broker**) chosen by Peak to obtain base premium, GST and stamp duty quotes and coverage terms & conditions from one or more S&P Insurers for a D&O Run Off Policy (**Second Indicative Run Off Policy**).

(b) If Peak is able to obtain a First Indicative Run Off Policy and a Second Indicative Run Off Policy, Peak must select between the First Indicative Run Off Policy and Second Indicative Run Off Policy as the preferred D&O Run Off Policy (**Preferred Run Off Policy**) and proceed to enter into the Preferred Run Off Policy.

(c) In obtaining the First Indicative Run Off Policy and the Second Indicative Run Off Policy, Peak must:

(i) use reasonable endeavours to obtain the most attractive commercial terms for the D&O Run Off Policy;

(ii) consult in good faith with Chenguang regarding the proposed terms of the First Indicative Run Off Policy, Second Indicative Run Off Policy and the Preferred Run Off Policy;

(iii) keep Chenguang informed of progress in relation to the D&O Run Off Policy; and

(iv) use reasonable endeavours to ensure that the scope and amount of the cover of the D&O Run Off Policy is on the same terms, or

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terms that are reasonably the same in all material respects, as the Existing D&O Policy (it being acknowledged that the market for cover is dynamic and reasonable regard is to be had to the extent to which the level and type of cover in place under the Existing D&O Policy is available for the extended run-off).

(d) Subject to the Scheme becoming Effective, Chenguang undertakes in favour of Peak and each other Peak Indemnified Party that it will procure that:

(i) for a period of seven years from the Implementation Date (or if the relevant Peak Group Member is wound up or otherwise de-registered earlier than such date, at all times whilst the relevant Peak Group Member is in existence as a corporate entity, including if the relevant Peak Group Member registration is re-instated), the constitution of Peak and each Peak Group Member will continue to contain such rules as are contained in those constitutions at the date of this document that provide for each company to indemnify each of its previous directors and officers against any liability incurred by that person in his or her capacity as a director or officer of the company to any person other than a Peak Group Member;

(ii) Peak and each Peak Group Member complies with any deeds of indemnity, access and insurance entered into by them in favour of their respective directors and officers from time to time (or to the extent that a relevant Peak Group Member is wound up or otherwise de-registered, Chenguang will procure that the relevant directors and officers of the relevant Peak Group Member have access to the same information that they would otherwise have access to if the relevant Peak Group Member was not wound up or otherwise de-registered); and

(iii) the D&O Run Off Policy is maintained (and Peak may, at its election, pay any reasonable amounts necessary to ensure such maintenance upfront and prior to the implementation of the Scheme).

(e) The undertakings contained in **clause 9.3(d)** are subject to any restriction in the Corporations Act.

(f) Peak receives and holds the benefit of **clause 9.3(d)** to the extent it relates to other Peak Indemnified Parties, for and on behalf of, and as trustee for, them.

10 Peak Reimbursement Fee

10.1 Acknowledgement

(a) Peak believes, having taken advice from its external legal and financial advisers, that it and its Shareholders will derive significant benefits from the implementation of the Scheme and acknowledges that:

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(i) Chenguang has and will incur significant costs (including opportunity costs), expenses, outgoings and losses if Chenguang enters into this document and the Scheme is not successful, and that it is not possible to accurately ascertain these costs;

(ii) In these circumstances, the parties have agreed that provision be made for the payment outlined in **clause 10.2** and it is reasonable and appropriate to agree to pay the Peak Reimbursement Fee to secure Chenguang's entry into this document; and

(iii) the Peak Reimbursement Fee represents a genuine and reasonable pre-estimate of the internal, external advisory and financial costs (and all associated out of pocket expenses) of Chenguang in relation to the proposed Scheme, including:

(A) fees for legal, financial and other professional advice in planning and implementing the Proposed Transaction (excluding success fees);

(B) reasonable opportunity costs incurred in engaging in the Proposed Transaction or in not engaging in other alternative acquisitions or strategic initiatives;

(C) costs of management and directors' time in planning and implementing the Proposed Transaction; and

(D) out of pocket costs and expenses incurred in connection with planning and implementing the Proposed Transaction.

(b) Peak confirms that it has received legal advice on the operation of this **clause 10**.

10.2 Payment of Peak Reimbursement Fee

Subject to **clauses 10.4** and **10.5**, Peak must pay to Chenguang the Peak Reimbursement Fee if:

(a) a Competing Proposal of any kind is announced (whether or not such proposal is stated to be subject to any pre-conditions) and, within 12 months of the date of such announcement, a Third Party or any Associate of that Third Party:

(i) completes a Competing Proposal of a kind referred to in **paragraphs (a)(ii)** or **(a)(iii)** of the definition of Competing Proposal in **clause 1.1**;

(ii) enters into an agreement, arrangement or understanding with Peak, with another Peak Group Member or with the board of directors of any of the foregoing entities, which is of the kind referred to in **paragraph (b)** of the definition of Competing Proposal in **clause 1.1**; or

(iii) without limiting **paragraphs (i)** and **(ii)** above, acquires (either alone or in aggregate) a Relevant Interest in more than 50% of the

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Shares or otherwise acquires (either alone or together with another Third Party) Control of Peak;

(b) a Superior Proposal is received by Peak or publicly announced at any time during the Exclusivity Period and Peak terminates this document in accordance with **clause 13.1(b)(ii)**;

(c) at any time prior to 8.00am on the Second Court Date, any member of the Peak Independent Board:

(i) fails to make the Recommendation or give the Voting Intention; or

(ii) withdraws, adversely changes, adversely modifies or adversely qualifies their Recommendation, Voting Intention or support for the Scheme generally,

except where the Peak Director takes (or fails to take) any of the actions set out in **paragraphs (c)(i)** to **(c)(ii)** above because:

(iii) the Independent Expert concludes in the Independent Expert's Report (or any update of, or revision, amendment or supplement to, that report) that the Scheme is not in the best interests of Shareholders (other than in circumstances where that conclusion is due wholly or partly to the existence, announcement or publication of a Competing Proposal), provided that any change of their Recommendation or Voting Intention must only occur after the Independent Expert has issued its conclusion that the Scheme is not in the best interests of Shareholders; or

(iv) a court of competent jurisdiction, ASIC or the Takeovers Panel has requested that they change, withdraw, qualify or modify, or abstain from making, their Recommendation or Voting Statement; or

(d) Chenguang validly terminates this document in accordance with **clause 13.1(a)(i)** or **13.1(c)(i)**.

10.3 Timing of payment

Peak must pay to Chenguang the Peak Reimbursement Fee (without set-off or withholding) to the account nominated by Chenguang within five Business Days of receipt of a written demand from Chenguang.

10.4 Compliance with law

(a) If it is finally determined by the Takeovers Panel or a court of competent jurisdiction, after the exhaustion of all proper avenues of appeal and review (judicial or otherwise), that all or any part of the Peak Reimbursement Fee required to be paid under this **clause 10**:

(i) is unlawful or unenforceable; or

(ii) constitutes unacceptable circumstances (as determined by the Takeovers Panel or a court) or breaches an order of the Takeovers Panel,

(the **Impugned Amount**), then:

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(iii) the requirement to pay the Peak Reimbursement Fee does not apply to the extent of any Impugned Amount; and

(iv) if Chenguang has received the Impugned Amount, it must refund it within five Business Days of the determination being made.

(b) The parties must not make, or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in **clause 10.4(a)**.

10.5 No Peak Reimbursement Fee in certain circumstances

The Peak Reimbursement Fee is not payable under **clause 10.2** if the Scheme becomes Effective despite the occurrence of any event referred to in that clause.

10.6 Maximum liability

(a) Chenguang acknowledges and agrees that, subject to **clause 10.6(b)**:

(i) payment of the Peak Reimbursement Fee is the maximum aggregate amount which Peak is required to pay in relation to this document (including as a result of any breach of this document by Peak or any other Claim) and in no event will the aggregate liability of Peak under or in connection with this document or any Claim exceed the amount of the Peak Reimbursement Fee;

(ii) the amount of the Peak Reimbursement Fee payable to Chenguang under this clause shall be reduced by the amount of any loss or damage recovered by Chenguang in relation to a breach of any other clause of this document; and

(iii) where the Peak Reimbursement Fee is paid to Chenguang under this document (or would be payable if a demand was made), Chenguang cannot make any claim against Peak or the other Peak Indemnified Parties in relation to any event or occurrence referred to in **clause 10.2**.

(b) The limitation in **clause 10.6(a)** does not:

(i) prevent Chenguang (in its own right or as trustee for another person, as the case may be under this document) from seeking orders from a court of competent jurisdiction for the specific performance by Peak of any obligations under this document; and

(ii) extinguish or limit the liability of Peak for any breach of this document arising from criminal acts, fraud or wilful default by Peak.

11 Chenguang Reimbursement Fee

11.1 Acknowledgement

(a) Chenguang believes, having taken advice from its external legal and financial advisers, that it and its shareholders will derive significant benefits from the implementation of the Scheme and acknowledges that:

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(i) Peak has and will incur significant costs, expenses, outgoings and losses if the Scheme is not successful, and that it is not possible to accurately ascertain these costs;

(ii) In these circumstances, the parties have agreed that provision be made for the payment outlined in **clause 11.2** and it is reasonable and appropriate to agree to pay the Chenguang Reimbursement Fee to secure Peak's entry into this document; and

(iii) the Chenguang Reimbursement Fee represents a genuine and reasonable pre-estimate of the internal, external advisory and financial costs (and all associated out of pocket expenses) of Peak in relation to the proposed Scheme, including:

(A) fees for legal, financial and other professional advice in planning and implementing the Proposed Transaction (excluding success fees);

(B) reasonable opportunity costs incurred in engaging in the Proposed Transaction or in not engaging in other alternative acquisitions or strategic initiatives;

(C) costs of management and directors' time in planning and implementing the Proposed Transaction; and

(D) out of pocket costs and expenses incurred in connection with planning and implementing the Proposed Transaction.

(b) Chenguang confirms that it has received legal advice on the operation of this **clause 11**.

11.2 Payment of Chenguang Reimbursement Fee

Subject to **clauses 11.4** and **11.5**, Chenguang must pay to Peak the Chenguang Reimbursement Fee if Peak validly terminates this document in accordance with **clause 13.1(a)(i)** or **13.1(b)(i).**

11.3 Timing of payment

Chenguang must pay to Peak the Chenguang Reimbursement Fee (without set-off or withholding) to the account nominated by Peak within five Business Days of receipt of a written demand from Peak.

11.4 Compliance with law

(a) If it is finally determined by the Takeovers Panel or a court of competent jurisdiction, after the exhaustion of all proper avenues of appeal and review (judicial or otherwise), that all or any part of the Chenguang Reimbursement Fee required to be paid under this **clause 11**:

(i) is unlawful or unenforceable; or

(ii) constitutes unacceptable circumstances (as determined by the Takeovers Panel or a court) or breaches an order of the Takeovers Panel,

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(the **Impugned Amount**), then:

(iii) the requirement to pay the Chenguang Reimbursement Fee does not apply to the extent of any Impugned Amount; and

(iv) if Peak has received the Impugned Amount, it must refund it within five Business Days of the determination being made.

(b) The parties must not make, or cause or permit to be made, any application to the Takeovers Panel or a court for or in relation to a declaration or determination referred to in **clause 11.4(a)**.

11.5 No Chenguang Reimbursement Fee in certain circumstances

The Chenguang Reimbursement Fee is not payable under **clause 11.2** if the Scheme becomes Effective despite the occurrence of any event referred to in that clause.

11.6 Maximum liability

(a) Peak acknowledges and agrees that, subject to **clause 11.6(b)**:

(i) payment of the Chenguang Reimbursement Fee is the maximum aggregate amount which Chenguang is required to pay in relation to this document (including as a result of any breach of this document by Chenguang or any other Claim) and in no event will the aggregate liability of Chenguang under or in connection with this document or any Claim exceed the amount of the Chenguang Reimbursement Fee;

(ii) the amount of the Chenguang Reimbursement Fee payable to Peak under this clause shall be reduced by the amount of any loss or damage recovered by Peak in relation to a breach of any other clause of this document; and

(iii) where the Chenguang Reimbursement Fee is paid to Peak under this document (or would be payable if a demand was made), Peak cannot make any claim against Chenguang or any other Chenguang Indemnified Party in relation to any event or occurrence referred to in **clause 11.2**.

(b) The limitation in **clause 11.6(a)** does not:

(i) prevent Peak (in its own right or as trustee for another person, as the case may be under this document) from seeking orders from a court of competent jurisdiction for the specific performance by Chenguang of any obligations under this document; and

(ii) extinguish or limit the liability of Chenguang for any breach of this document arising from criminal acts, fraud or wilful default by Chenguang.

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12 Exclusivity

12.1 No existing discussions

Peak represents and warrants to Chenguang that, as at the date of this document:

(a) neither it nor any Peak Group Member is party to any agreement, arrangement or understanding with a Third Party entered into for the purpose of facilitating a Competing Proposal;

(b) it and each Peak Group Member and each of their respective Representatives have ceased, and are not currently party to, any discussions, negotiations or other communications with any Third Party in relation to, or which may reasonably be expected to lead to, a Competing Proposal; and

(c) that it and each Peak Group Member has ceased to provide or make available any non-public information in relation to the Peak Group to a Third Party where such information was provided for the purpose of facilitating, or could reasonably be expected to lead to, a Competing Proposal.

12.2 No-shop

During the Exclusivity Period, Peak must not, and must ensure that each of the Peak Group Members and its and their respective Representatives do not, directly or indirectly:

(a) solicit, initiate, encourage or invite (including by the provision of non-public information) any enquiry, expression of interest, offer, proposal, negotiation, discussion or other communication by any person; or

(b) communicate an intention to do any of the things referred to in **clause 12.2(a)**,

in relation to, with a view to obtaining or which would otherwise reasonably be expected to encourage or lead to the making of any actual, proposed or potential Competing Proposal.

12.3 No-talk

Subject to **clause 12.8**, during the Exclusivity Period, Peak must not, and must ensure that each of the Peak Group Members and its and their respective Representatives do not, directly or indirectly:

(a) facilitate, continue or otherwise participate in any negotiations, discussions or other communications with respect to any enquiry, expression of interest, offer, proposal, negotiation or discussion by any person to make, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal;

(b) negotiate, accept or enter into, or offer to agree to negotiate, accept or enter into, any agreement, arrangement or understanding regarding an

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actual, proposed or potential Competing Proposal, or that may be reasonably expected to lead to a Competing Proposal; or

(c) communicate an intention to do any of the things referred to in **clause 12.3(a)** or **12.3(b)**,

even if the Competing Proposal was not directly or indirectly solicited, encouraged, invited or initiated by Peak or any of its Representatives, or the Competing Proposal has been publicly announced.

12.4 No due diligence

Subject to **clause 12.8**, during the Exclusivity Period, except with the prior written consent of Chenguang, Peak must not, and must ensure that each of the Peak Group Members and its and their respective Representatives do not, directly or indirectly:

(a) solicit, initiate, invite, encourage, facilitate or permit any Third Party to undertake due diligence investigations in respect of any Peak Group Member or any of their businesses, affairs or operations; and

(b) disclose or otherwise provide or make available to any person (other than Chenguang or a Government Agency that has the right to obtain that information and has sought it), or permit any such person, to receive any non-public information relating to any Peak Group Member or any of their businesses, affairs or operations,

in each case, in connection with, for the purposes of, with a view to obtaining or which otherwise could reasonably be expected to lead to or encourage the formulation, receipt or announcement of an actual, proposed or potential Competing Proposal, whether by that person or another person.

12.5 Notification of approaches

(a) During the Exclusivity Period, Peak must as soon as possible, and in any event within two Business Days, notify Chenguang in writing if it, or any of the Peak Group Members or its or their respective Representatives, becomes aware of any:

(i) approach, inquiry, proposal or other attempt made by any person to Peak or any of its Representatives, to initiate any discussions, negotiations or other communications, or any intention to make such an approach or attempt to initiate any discussions, negotiations or other communications, in respect of any inquiry, expression of interest, offer, proposal, discussion or other communication in relation to an actual, proposed or potential Competing Proposal, or that may be reasonably expected to lead to a Competing Proposal;

(ii) expression of interest, offer, proposal or other communication made to Peak or any of its Representatives in connection with, or in respect of any exploration or completion of, an actual, proposed or potential Competing Proposal, or that may be reasonably expected to lead to a Competing Proposal; or

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(iii) request made by any person to Peak or any of its Representatives for, or the provision by Peak or any of its Representatives to any person of, any non-public information relating to the business, affairs or operations of any Peak Group Member in connection with such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, an actual, proposed or potential Competing Proposal,

whether direct or indirect, solicited or unsolicited and whether in writing or otherwise.

(b) A notification given under **clause 12.5(a)** must include the identity of the relevant person making or proposing the relevant actual, proposed or potential Competing Proposal, together with all of the material terms and conditions of the actual, proposed or potential Competing Proposal (including the price (or if not cash, implied value), funding, the form of consideration, the conditions precedent, the proposed deal protection arrangements, break fee provisions, timing and other key terms and the identity of the proponent(s) of such proposal), in each case to the extent known by Peak or any Peak Group Member or its or their respective Representatives.

(c) During the Exclusivity Period, Peak must also notify Chenguang in writing as soon as possible after it, or any Peak Group Member or its or their Representatives, becomes aware of any material developments in relation to the actual, proposed or potential Competing Proposal, including in respect of any of the information previously provided to Chenguang under this **clause 12.5**.

12.6 Provision of information

(a) Subject to **clause 12.6(b)**, during the Exclusivity Period, if any non-public information about the business, operations or affairs of Peak or a Peak Group Member is disclosed, provided or otherwise made available to any person in connection with any actual, proposed or potential Competing Proposal, or that may be reasonably expected to lead to a Competing Proposal, which has not previously been provided or made available to Chenguang, Peak must promptly, and in any event within two Business Days of the provision of the information, provide to Chenguang:

(i) in the case of written materials, a copy of; and

(ii) in any other case, a written statement of or reasonable access to,

that non-public information.

(b) During the Exclusivity Period, Peak must not, and must procure that each of its Representatives do not, directly or indirectly disclose or otherwise provide or make available any non-public information about the business, operations or affairs of the Peak Group to any person (other than Chenguang) in connection with an actual, proposed or

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potential Competing Proposal, or that may be reasonably expected to lead to a Competing Proposal, unless permitted by **clause 12.4**.

12.7 Matching right

(a) Without limiting any other provision of this document, during the Exclusivity Period, Peak:

(i) must not and must procure that each Peak Group Member and each of its and their Representatives do not, enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which any person proposes, or proposes to undertake or give effect to, an actual, proposed or potential Competing Proposal, or that may be reasonably expected to lead to a Competing Proposal; and

(ii) must procure that no member of the Peak Independent Board:

(A) changes, withdraws or modifies their Recommendation or Voting Intention in favour of the Scheme; or

(B) publicly recommends, supports or endorses an actual, proposed or potential Competing Proposal (or recommend against the Proposed Transaction) or makes any public statement to the effect that they may do so at a future point in time or that they no longer support the Proposed Transaction or the Scheme,

unless:

(iii) the Peak Independent Board, acting in good faith and in order to satisfy what the members of the Peak Independent Board consider to be their statutory or fiduciary duties (having received written advice from its external legal advisers) determine that the Competing Proposal is a Superior Proposal;

(iv) Peak has provided Chenguang with the material terms and conditions of the actual, proposed or potential Competing Proposal (including the identity of the person making the actual, proposed or potential Competing Proposal as well as the information referred to in **clause 12.5(b)**), in each case to the extent known by Peak or any of its Representatives;

(v) Peak has given Chenguang at least five Business Days after the provision of the information referred to in **clause 12.7(a)(iv)** (**Cut Off Date**), to provide a Counterproposal; and

(vi) Chenguang has not announced or provided to Peak a Counterproposal before the Cut Off Date which the Peak Independent Board has determined in accordance with **clause 12.7(b)** would provide an equivalent or superior outcome for Shareholders as a whole compared with the actual, proposed or potential Competing Proposal.

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(b) If Chenguang proposes to Peak, or announces, amendments to the Scheme or a new proposal that constitutes a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal (**Counterproposal**) before the Cut Off Date, Peak must procure that the Peak Independent Board considers the Counterproposal and if the Peak Independent Board, acting reasonably and in good faith, determines that the Counterproposal (taking into account all of its terms and conditions) would provide an equivalent or superior outcome for Shareholders as a whole compared with the actual, proposed or potential Competing Proposal, then:

(i) Peak and Chenguang must use their reasonable endeavours to agree the amendments to this document, the Scheme and the Deed Poll (as applicable) that are reasonably necessary to reflect the Counterproposal, in each case as soon as reasonably practicable; and

(ii) Peak must procure that each member of the Peak Independent Board continues to recommend the Proposed Transaction (as modified by the Counterproposal) to Shareholders.

If the Peak Independent Board, acting reasonably and in good faith, determines that the Counterproposal (taking into account all of its terms and conditions) does not provide an equivalent or superior outcome for Shareholders as a whole compared with the actual, proposed or potential Competing Proposal, then Peak must promptly (and in any event within 24 hours of the Peak Independent Board making such determination) notify Chenguang in writing of the determination and the reasons for making the determination.

(c) For the purposes of this **clause 12.7**, each successive material modification of any actual, proposed or potential Competing Proposal will constitute a new Competing Proposal, and the procedures set out in this **clause 12.7** must again be followed prior to any Peak Group Member entering into any agreement, arrangement, understanding or commitment in respect of such Competing Proposal.

(d) For clarity, a statement by Peak, the Peak Board or the Peak Independent Board to the effect that the Shareholders should take no action pending the completion of the assessment of a Competing Proposal or completion of the matching right process set out in this **clause 12.7**,

does not of itself:

(i) constitute a change, withdrawal, modification or qualification of the Recommendation or Voting Intention or an endorsement of the Competing Proposal;

(ii) contravene this document;

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(iii) give rise to an obligation to pay the Peak Reimbursement Fee under **clause 10.2**; or

(iv) give rise to a termination right under **clause 13**.

12.8 Fiduciary out

(a) The restrictions and obligations in **clauses 12.3** and **12.4** do not apply to the extent they restrict Peak or any Peak Director from taking or refusing to take any action, or make any notification, with respect to a bona fide Competing Proposal provided always that the Peak Independent Board has first determined, acting reasonably and in good faith after receiving advice from its financial and external legal advisers:

(i) that the Competing Proposal is, or could reasonably be considered to become, a Superior Proposal; and

(ii) that taking or refusing to take such action (as the case may be) with respect to the Competing Proposal would constitute, or would be reasonably likely to constitute, a breach of the fiduciary or statutory duties of the Peak Independent Board.

(b) Peak must immediately notify Chenguang of each action or inaction by it, or any of its Representatives, in reliance on this **clause 12.8**.

12.9 Normal provision of information

Nothing in this **clause 12** prevents Peak from:

(a) taking any action in good faith to comply with its disclosure requirements at law (including to satisfy its obligations of disclosure to any Government Agency) or its continuous disclosure obligations under the Listing Rules;

(b) providing information to its auditors, customers or suppliers acting in that capacity in the ordinary course of business; or

(c) continuing to make normal presentations to, and to respond to bona fide enquiries from, brokers, portfolio investors and analysts in the ordinary course in relation to its business generally,

subject to Peak complying with its obligations under **clause 14**.

12.10 Acknowledgment

Chenguang and Peak acknowledge and agree that:

(a) Chenguang has requested the inclusion of this **clause 12** in this document and would not have entered into this document without it; and

(b) Peak has received legal advice in relation to the operation of this **clause 12**.

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13 Termination

13.1 Termination by notice

(a) Either party may, by notice in writing to the other, terminate this document:

(i) at any time prior to 8.00am on the Second Court Date if the other is in material breach of any of its obligations under this document (other than a breach of a representation or warranty which is dealt with in **clauses 13.1(b)(i)** and **13.1(c)(i)**), and, if capable of remedy, the other party has failed to remedy that breach within five Business Days (or 5.00 pm on the day before the date of the Second Court Date, if earlier) of receiving notice from the terminating party that sets out details of the relevant circumstance relating to the breach and stating an intention to terminate this document;

(ii) at any time prior to 8.00am on the Second Court Date if the Court or another Government Agency (including any other court) has taken action permanently restraining or otherwise prohibiting or preventing the Proposed Transaction, or has refused to do anything necessary to permit the Proposed Transaction to be implemented by the End Date, and the action or refusal has become final and cannot be appealed or reviewed or the party (acting reasonably) believes that there is no realistic prospect of an appeal or review succeeding by the End Date;

(iii) in the circumstances set out in and in accordance with **clause 3.6**;

(iv) if the Effective Date for the Scheme has not occurred, or will not occur, on or before the End Date, unless the failure of the Scheme to become Effective on or before the End Date is due to the failure of the party seeking to terminate this document to perform or observe its obligations, covenants and agreements under this document; or

(v) subject always to compliance to **clause 3.6**, if Shareholders have not agreed to the Scheme at the Scheme Meeting by the requisite majorities.

(b) Peak may, by notice in writing to Chenguang, terminate this document at any time prior to 8.00am on the Second Court Date if, at any time before then:

(i) Chenguang is in breach of a Chenguang Warranty, or a Chenguang Warranty becomes untrue, and:

(A) the breach is material in the context of the Scheme as a whole;

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(B) Peak has given written notice to Chenguang setting out the relevant circumstance and stating an intention to terminate; and

(C) the relevant breach continues to exist 10 Business Days (or any shorter period ending at 5.00 pm on the Business Day before the Second Court Date) after the date on which the notice is given under **clause 13.1(b)(i)(A)**;

(ii) if the Peak Independent Board determines, in accordance with **clause 12.8** and after completion of the processes specified in **clauses 12.5** and **12.7**, that a Competing Proposal is a Superior Proposal provided always that there has not been a material breach by Peak of its obligations under **clause 12**;

(iii) if the Peak Independent Board, or a majority of the Peak Independent Board, has changed, withdrawn, modified or qualified its Recommendation or Voting Intention as permitted under **clause 7.2**; or

(iv) Shenghe Singapore has not submitted a valid application for its full pro-rata entitlement to Shares under the Rights Issue.

(c) Chenguang may, by notice in writing to Peak, terminate this document at any time prior to 8.00am on the Second Court Date if, at any time before then:

(i) Peak is in breach of a Peak Warranty, or a Peak Warranty becomes untrue, and:

(A) the breach is material in the context of the Scheme as a whole;

(B) Chenguang has given written notice to Peak setting out the relevant circumstance and stating an intention to terminate; and

(C) the relevant breach continues to exist 10 Business Days (or any shorter period ending at 5.00 pm on the Business Day before the Second Court Date) after the date on which the notice is given under **clause 13.1(c)(i)(A)**;

(ii) any member of the Peak Independent Board:

(A) fails to recommend the Scheme;

(B) changes, withdraws or adversely modifies or qualifies their Recommendation or Voting Intention in favour of the Scheme;

(C) publicly recommends, supports or endorses a Competing Proposal; or

(D) otherwise makes a public statement indicating that they no longer support or recommend the Proposed Transaction,

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for any reason, whether or not permitted to do so under this document, other than in accordance with **clause 7.2(c)**. For clarity, a statement to the effect that no action should be taken by Shareholders pending an assessment of a Competing Proposal does not amount to a statement that, by itself, triggers the operation of this clause; or

(iii) Peak enters into any legally binding agreement, arrangement or understanding in relation to the undertaking or giving effect to any actual, proposed or potential Competing Proposal.

(d) This document can be terminated by written agreement between the parties.

13.2 Termination

Where a party has a right to terminate this document, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this document.

13.3 Effect of termination

(a) In the event of termination of this document, each party will be released from its obligations under this document (and all future obligations under this document will immediately terminate and be of no further force and effect, including obligations in respect of the Scheme), except that the provisions of **clauses 8**, **10**, **11**, **13.3**, **14**, and **17.2** to **17.13** (inclusive) survive termination and remain in force.

(b) Termination of this document does not affect any accrued rights of a party in respect of a breach of this document prior to termination or in respect of the right to payment of an amount under **clause 10** or **11**.

14 Public announcements

14.1 Confidentiality

Each party agrees and acknowledges that it is bound by the terms of the Confidentiality Agreement and must procure that it and its Representatives comply with the terms of the Confidentiality Agreement (to the extent required by the Confidentiality Agreement) except that the terms of this document will prevail over the Confidentiality Agreement to the extent of any inconsistency. The rights and obligations of the parties under the Confidentiality Agreement survive termination of this document.

14.2 Public announcements on execution

Immediately after the execution of this document, the parties must issue public announcements in a form previously agreed to in writing between them. The Peak announcement must include:

(a) a unanimous recommendation by the Peak Independent Board to Shareholders that Shareholders vote in favour of the Scheme; and

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(b) a statement that all the members of the Peak Independent Board will vote (or will procure the voting of) all Shares in which they have a Relevant Interest in favour of the Scheme at the Scheme Meeting,

in each case complying with **clause 7.1(b)**.

14.3 Further public announcements

Subject to **clause 14.4**, any further public announcements by Peak or Chenguang in relation to, or in connection with, the Proposed Transaction or any other transaction the subject of this document or the Scheme may only be made in a form approved by each party in writing (acting reasonably). Each party must use all reasonable endeavours to provide such approval as soon as practicable. For the avoidance of doubt, this clause does not apply to any announcement or disclosure relating to a Competing Proposal.

14.4 Required disclosure

(a) Where a party is required by applicable Law, a stock exchange or the Listing Rules to make any announcement or to make any disclosure in connection with the Proposed Transaction or any other transaction the subject of this document or the Scheme, it may do so despite **clause 14.3** but only after using reasonable endeavours, to the extent practicable and lawful, to consult with the other party before making the relevant disclosure and take account of any reasonable comments received from the other party in relation to the form and content of the announcement or disclosure.

(b) Notwithstanding **clause 14.4(a)** a party does not require the other party's approval to issue any public disclosures if the content of those disclosures is limited to procedural matters or information that has previously been disclosed within the Scheme Booklet or any other ASX announcement, provided that the disclosing party gives the other party prior notice that it proposes to make a public disclosure in reliance on this **clause 14.4(b)**.

15 GST

15.1 Construction

In this **clause 15**:

(a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

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

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(c) references to GST payable and input tax credit entitlements include GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

15.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

15.3 Payment of GST

If GST is payable on any supply under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the supplier an amount equal to the GST payable on the supply.

15.4 Timing of GST payment

The amount referred to in **clause 15.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

15.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 15.3**.

15.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 15.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

15.7 Reimbursements

(a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

(b) This **clause 15.7** does not limit the application of **clause 15.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 15.7(a)**.

15.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

(a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding

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the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and

(b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

15.9 No merger

This **clause 15** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

16 Notices

16.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and must be signed or sent by the party making the communication or by a person duly authorised by that party.

16.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

(a) personally delivered;

(b) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or

(c) sent by email to the party's email address for receipt of notices.

Other than delivery by way of email as permitted by this clause, notice must not be given by electronic means of communication.

16.3 Particulars for delivery of notices

(a) The particulars for delivery of notices are initially:

Peak

Address:	Suite 5, Level 3, 220 St Georges Terrace, Perth WA 6000
Email:	phil.rundell@peakrareearths.com
For the attention of:	Phil Rundell
with a copy to:	Bardin Davis (bardin.davis@peakrareearths.com) / Russell Scrimshaw (russell.scrimshaw@peakrareearths.com)

Chenguang

Address:	21-106, Qiyuan, No.18 Shanhu Donglu, Qixia District, Nanjing, China
Email:	liling@shenghesg.com

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For the attention of: Ling Li

with a copy to: Shasha Lu (lushasha@shenghesg.com) / Huichu Xu (xuhuichu@shenghesg.com)

(b) Each party may change its particulars for delivery of notices by notice to each other party.

16.4 Communications by post

Subject to **clause 16.6**, a communication is given if posted:

(a) within Australia to an Australian postal address, two Business Days after posting; or

(b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, 10 Business Days after posting.

16.5 Communications by email

Subject to **clause 16.6**, a communication is given if sent by email when the first of the following occurs:

(a) the sender receiving an automated message confirming delivery; or

(b) twelve hours after the time that the email was sent (as recorded on the device from which the sender sent the email) provided that the sender does not, within the period, receive an automated message that the email has not been delivered.

16.6 After hours communications

If a communication is given:

(a) after 5.00 pm in the place of receipt; or

(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

then other than in respect of any notice expressly required to be given on or prior to 8.00am on the Second Court Date, such communication is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

17 General

17.1 Further acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this document.

17.2 Payments

Unless otherwise expressly provided in this document, where an amount is required to be paid to a party (**Receiving Party**) by another party under this document, that amount shall be paid:

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(a) in immediately available and irrevocable funds by electronic transfer to a bank account or accounts notified by the Receiving Party in writing on or before the due date for payment, or in other such immediately payable funds as the parties may agree; and

(b) without deduction, withholding or set-off.

17.3 Withholding

(a) Chenguang must make all payments that become due under the Scheme free and clear and without deduction of all present and future withholdings (including taxes), unless Chenguang determines (acting reasonably) that it is required to by law or it is required to pay an amount to the Commissioner pursuant to Subdivision 14-D of Schedule 1 to the TAA (a **CGT Withholding Amount**). The aggregate sum payable to the Scheme Shareholders shall not be increased to reflect the deduction and the net aggregate sum payable to those Scheme Shareholders shall be taken to be in full and final satisfaction of the amounts owing to the Scheme Shareholders.

(b) As at the date of this document, Peak does not expect that it will satisfy the principal asset test in section 855.30 of the *Income Tax Assessment Act 1997* (Cth) at the relevant time given the majority of its assets (by market value) are outside of Australia.

(c) If Chenguang determines (acting reasonably) that it is required to pay a CGT Withholding Amount with respect to the acquisition of the Scheme Shares from a Scheme Shareholder, Chenguang will:

(i) determine the amount of the CGT Withholding Amount;

(ii) remit the CGT Withholding Amount to the Commissioner within the time required under Subdivision 14-D of Schedule 1 to the TAA; and

(iii) have satisfied its obligations to pay the CGT Withholding Amount to the Scheme Shareholder for the purposes of the Scheme.

(d) Chenguang acknowledges and agrees that it shall not pay any amounts to the Commissioner under Subdivision 14-D with respect to a Shareholder where it receives an entity declaration from the Shareholder prior to the Implementation Date, where:

(i) the entity declaration is made in accordance with the requirements in section 14-225 of Subdivision 14-D and covers the Implementation Date (**Entity Declaration**); and

(ii) Chenguang does not know or reasonably suspect the Entity Declaration to be false.

(e) Peak agrees that Chenguang may approach the Australian Taxation Office (**ATO**) to obtain clarification as to the application of Subdivision 14-D to the Proposed Transaction and will provide all information and

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assistance that Chenguang reasonably requires in making any such approach. Chenguang agrees:

(i) to provide Peak a reasonable opportunity to review and comment on the form and content of all materials to be provided to the ATO, and more generally to take into account Peak's reasonable comments in relation to Chenguang's engagement with the ATO, and provide Peak a reasonable opportunity to participate in any discussions and correspondence between Chenguang and the ATO in connection with the application of Subdivision 14-D to the Proposed Transaction; and

(ii) not to contact any Shareholders in connection with the application of Subdivision 14-D or other withholding obligation to the Proposed Transaction without Peak's prior written consent.

(f) The parties agree to take all actions that they agree (each acting reasonably) are necessary or desirable to ensure that, where possible, Entity Declarations are obtained from relevant Scheme Shareholders.

17.4 Stamp duty

Chenguang must pay all stamp duties (if any) and any fines, interest and penalties with respect to stamp duty in respect of the Scheme (including without limitation the acquisition or transfer of Scheme Shares pursuant to the Scheme).

17.5 Expenses

Except as otherwise provided in this document, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this document and the Scheme Booklet and the proposed, attempted or actual implementation of this document and the Scheme.

17.6 Amendments

This document may only be varied by a document signed by or on behalf of each of the parties.

17.7 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this document without the prior written consent of the other party, which consent that other party may give or withhold in its absolute discretion.

17.8 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this document by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this document.

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(b) Any waiver or consent given by any party under this document will only be effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this document will operate as a waiver of another breach of that term or of a breach of any other term of this document.

(d) Nothing in this document obliges a party to exercise a right to waive any conditional term of this document that may be in its power.

17.9 Counterparts

(a) This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each counterpart is an original but the counterparts together are one and the same agreement.

(b) This document is binding on the parties on the exchange of duly executed counterparts.

(c) The parties agree that a copy of an original executed counterpart sent by email to the email address of the other party specified in **clause 16.3**, instead of the original, is sufficient evidence of the execution of the original and may be produced in evidence for all purposes in place of the original.

17.10 Entire agreement

This document and the Confidentiality Agreement:

(a) embodies the entire understanding of the parties and constitutes the entire terms agreed on between the parties; and

(b) supersedes any prior agreement (whether or not in writing) between the parties.

17.11 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this document, except for representations or inducements expressly set out in this document.

(b) Each party acknowledges and confirms that it does not enter into this document in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this document.

17.12 No merger

The rights and obligations of the parties will not merge on completion of any transaction under this document. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

17.13 Governing law

(a) This document is governed by and will be construed according to the laws of Western Australia.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia and of the courts competent to determine appeals from those courts.

(c) Without preventing any other mode of service, any document in an action (including any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under **clause 16**.

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Schedule 1

Conditions Precedent

	Condition Precedent	Party to benefit	Party responsible
1	**PRC Regulatory Approvals** Before 8.00am on the Second Court Date, Chenguang receives the PRC Regulatory Approvals.	Peak and Chenguang, but this Condition Precedent cannot be waived	Chenguang
2	**Tanzania approval** Before 8.00am on the Second Court Date, Chenguang receives approval from the Fair Competition Commission of Tanzania and any other approvals required from the Mining Commission of Tanzania in respect of the Proposed Transaction (if applicable).	Peak and Chenguang, but this Condition Precedent cannot be waived	Chenguang
3	**No Restraint** Between (and including) the date of this document and 8.00am on the Second Court Date: (a) there is not in effect any temporary, preliminary or final order, injunction, decision or decree issued by any court of competent jurisdiction or other Government Agency, or other material legal restraint or prohibition; (b) no action or investigation is announced, commenced or threatened by any Government Agency; and (c) no application is made to any Government Agency, in consequence of, or in connection with the Scheme, which:	Peak and Chenguang, but this Condition Precedent cannot be waived	Peak and Chenguang

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	Condition Precedent	Party to benefit	Party responsible
	(d) restrains, prohibits or otherwise materially adversely affects (or could reasonably be expected to restrain, prohibit or otherwise materially adversely affect) the Scheme, completion of the Proposed Transaction or the rights of Chenguang in respect of Peak or the Shares to be acquired under the Scheme; or (e) requires the divestiture by Shenghe Singapore of any Shares in the Peak Group, unless such order, injunction, decision, decree, action, investigation or application has been disposed of to the satisfaction of Chenguang (acting reasonably) or is otherwise no longer effective or enforceable by 8.00am on the Second Court Date.		
4	**Shareholder approval** The Scheme is approved by Shareholders (other than Excluded Shareholders) at the Scheme Meeting by the majorities required under section 411(4)(a)(ii) of the Corporations Act.	Peak and Chenguang, but this Condition Precedent cannot be waived	Peak
5	**Independent Expert** The Independent Expert: (a) issues an Independent Expert's Report which concludes that the Scheme is in the best interests of Shareholders on or before the time when the Scheme Booklet is registered by ASIC; and (b) does not adversely change or qualify its conclusion or withdraw its Independent Expert's Report before 8.00am on the Second Court Date.	Peak	Peak

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	Condition Precedent	Party to benefit	Party responsible
6	**Court approval** The Scheme is approved by the Court in accordance with section 411(4)(b) of the Corporations Act either unconditionally or on conditions that do not impose unduly onerous obligations on either party (acting reasonably).	Peak and Chenguang, but this Condition Precedent cannot be waived	Peak
7	**No Prescribed Occurrence** No Prescribed Occurrence occurs or becomes known to Chenguang between (and including) the date of this document and 8.00am on the Second Court Date**.**	Chenguang	Peak
8	**No Material Adverse Change** No Material Adverse Change occurs or is reasonably likely to occur, or is discovered, announced, disclosed or otherwise becomes known to Chenguang between the date of this document and 8.00am on the Second Court Date.	Chenguang	Peak
9	**Peak Warranties** As at 8.00am on the Second Court Date: (a) the Peak Warranties set out at paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15 and 19 of **schedule 4** are true and correct in all material respects as at the time they are given; and (b) in respect of all other Peak Warranties, no breach has occurred which has had, or would reasonably be expected to have, the result of diminishing the value of the consolidated net assets of the Peak Group taken as a whole (as compared to the consolidated net assets set out in Peak's financial statements for the half-year ended 31 December 2024) by more than $15 million.	Chenguang	Peak

Condition Precedent	Party to benefit	Party responsible
10 **Performance Rights** Peak has taken all necessary steps by 8.00am on the Second Court Date to ensure that all outstanding Performance Rights vest (in which case such Performance Rights vest on or after the Effective Date), or otherwise lapse, before the Record Date, as contemplated by **clause 4.7**.	Chenguang	Peak
11 **Confirmation letter from the Mining Commission of Tanzania** The Government of Tanzania providing written confirmation that the Special Mining Licence remains valid and that there are no outstanding default notices in relation to the Special Mining Licence.	Chenguang	Peak

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Schedule 2

Indicative Timetable

Event	Date
Rights Issue offer documents dispatched	Late May / Early June 2025
Rights Issue closes	Late June / Early July 2025
Lodge Scheme Booklet with ASIC for review	Mid July 2025
First Court Date*	Late July 2025 / early August
Despatch Scheme Booklet to Shareholders	Early August 2025
Scheme Meeting	Early September 2025
Second Court Date**	Late September 2025
Effective Date	Late September / Early October 2025
Record Date	Late September / Early October 2025
Implementation Date	Late September / Early October 2025

** Subject to Court availability.*

*** Subject to Court availability and the timing for satisfaction of the Conditions Precedent in items 1, 2 and 11 of schedule 1.*

Note: This is an indicative timetable only and is subject to change, including following any regulatory consultation and as may be required by the Court.

Schedule 3

Special Mining Licence

Licence Name	Status	Type	Registered Name / Applicant	Number
Special Mining Licence No. SML 693/2023	Valid	SML	Mamba Minerals Corporation Limited	693/2023

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Schedule 4

Peak Warranties

1 (**incorporation**) It is validly existing under the laws of its place of incorporation or registration.

2 (**power**) It has the power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this document.

3 (**authority**) It has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document.

4 (**corporate structure**) The corporate structure diagram as set out in the Disclosure Letter lists all of the Peak Group Members and the details included are true and accurate.

5 (**interests in securities**) Neither Peak nor any Peak Group Member holds shares, options, units, securities or interests in, or is a member of, any company, trust, partnership, incorporated or unincorporated joint venture or association, or other entity other than as Fairly Disclosed.

6 (**deed enforceable**) Peak's obligations under this document are valid and binding and enforceable against it in accordance with their terms and the execution and performance of this document will not result in a breach of Peak's constitution or any Authorisation (including for the avoidance of doubt, the Special Mining Licence), agreement or deed or any writ, order or injunction, rule or regulation to which any Peak Group Member is a party or to which they are bound or require any Authorisation (other than the Regulatory Approvals).

7 (**no Insolvency Event**) No Insolvency Event has occurred in relation to Peak or any other Peak Group Member nor has any regulatory action of any nature of which Peak has been taken or threatened to be taken that would prevent or restrict Peak's ability to fulfil its obligations under this document.

8 (**capital**) As at the date of this document, the issued capital of Peak comprises:

(a) 352,116,612 Shares; and

(b) 13,074,890 Performance Rights,

and there are no other shares, options or other securities (including equity securities, debt securities or convertible securities) or performance rights or equity incentives, or other instruments which are convertible into securities in Peak or any other Peak Group Member, no Peak Group Member has offered or agreed to issue any such shares, options or other securities or performance rights or other instruments to any person and no person has the right to call for the issue of any such shares, options or other securities or performance rights

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or other instruments or as set out in this paragraph, in each case other than in respect of a Permitted Issue.

9 (**Performance Rights**) Full details of the Performance Rights are contained in the Disclosure Material and all information in the Disclosure Material that relates to Performance Rights are true, accurate and complete, and is not misleading or deceptive (including by omission).

10 (**Special Mining Licence**)

(a) The Special Mining Licence is:

(i) registered in the sole name of Mamba Minerals and Mamba Minerals is the sole legal and beneficial owner (with good and valid title) of all right, title and interest in and to the Special Mining Licence, free and clear of any Encumbrance. No Peak Group Member is party to any agreement to grant any Encumbrance over the Special Mining Licence; and

(ii) as at the date of this document, in full force and effect, in good standing, valid and enforceable.

(b) As at the date of this document, there are no adverse claims against or challenge to the title to or ownership of the Special Mining Licence.

(c) No Peak Group Member has cancelled, waived, released or discontinued any rights or claims under the Special Mining Licence.

(d) Other than as set out in the Disclosure Letter, all obligations and conditions under the Special Mining Licence have been complied with in all material respects and no act, breach or omission by any Peak Group Member has occurred which would or is reasonably likely to entitle the Government of Tanzania or any third party to terminate, revoke, suspend, expropriate, challenge the ownership to, or vary the terms of the Special Mining Licence before its stated expiry or not to renew, in whole or in part, or to declare it invalid.

(e) All material work required to be performed and material reports required to be filed in respect of the Special Mining Licence 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, and all material filings in respect thereof have been made.

(f) Other than as set out in the Disclosure Letter, no Peak Group Member has been threatened with or received any notice, whether written or oral:

(i) of any revocation, expropriation, or challenge to ownership or intention to revoke, expropriate or challenge the ownership of a Peak Group Member in the Special Mining Licence; or

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(ii) which would, or is reasonably likely to entitle any person to, terminate, revoke, suspend, expropriate, or vary the terms of the Special Mining Licence before its stated expiry or not to renew, in whole or in part, or to declare it invalid.

(g) No Encumbrance has been created or granted, or agreed to created or granted in respect of the Special Mining Licence other than as a result of applicable Laws or the Framework Agreement and the Mamba Shareholders Agreement.

(h) There are no back-in rights, earn-in rights, purchase options, rights of first offer, rights of first refusal or similar provisions, rights requiring Peak or the Peak Group Members to share or make available the Special Mining Licence to any person or rights which would adversely affect any interest of a Peak Group Member in the Special Mining Licence, save for similar rights and provisions contained in the Framework Agreement and the Mamba Shareholders Agreement.

(i) There are no restrictions on the ability of Peak or a Peak Group Member to transfer, use or exploit the Special Mining Licence, except pursuant to applicable laws and regulations, the terms of the Special Mining Licence, the Framework Agreement and the Mamba Shareholders Agreement.

(j) No person other than a Peak Group Member and the Government of Tanzania through its 16% free carried interest shares in Mamba Minerals and Mamba Refinery has any interest in the Special Mining Licence or the production or profits therefrom and there are no Royalty Agreements to which Peak or any Peak Group Member is a party or by which the Special Mining Licences is affected.

(k) Other than the Special Mining Licence, neither Peak nor any of the Peak Group Members own or has any interest in any other Mining Title. The Special Mining Licence is the only Mining Title required to operate the exploration and mining business of the Peak Group.

(l) Other than the project affected persons (PAPs), the Tanzanian wildlife authority and the local government authorities in relation to the Ngualla project in Tanzania, there are no surface rights held or purported to be held by any person to occupy or otherwise use the surface of the land comprising the Special Mining Licence, or of any fact or condition which would result in the interference with or termination of Peak or any Peak Group Member (as applicable) access to the land comprising the Special Mining Licence or of its surface rights necessary to explore and exploit the Special Mining Licence and to conduct all exploration and mining activities thereon. Other than the project affected persons (PAPs), the Tanzanian wildlife authority and the local government authorities in relation to the Ngualla project in Tanzania, Peak has not received any notice, charge, claim or action to which the Special Mining Licence is subject that has been taken or threatened by any person which would in any

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way encumber, limit, restrict or cause interference, in any material respect, with any mining operations carried out in connection with any of the Special Mining Licence.

11 (**Indigenous Matters**) Other than with the project affected persons (PAPs), the local community and the local government authorities in relation to the Ngualla project in Tanzania, neither Peak nor a Peak Group Member, nor any person acting on behalf of Peak or a Peak Group Member, 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.

12 (**Material licences and authorisations**) As at the date of this document, the Peak Group are duly qualified, licensed and registered and hold all Authorisations necessary for it to conduct the business of the Peak Group as it is being conducted as at the date of this document and other than as set out in the Disclosure Letter:

(a) all such Authorisations are in full force and effect in accordance with their terms, and the Peak Group have in all material respects complied with all such Authorisations;

(b) no Peak Group Member:

(i) is in material breach of, or material default under, any such Authorisation (including, for the avoidance of doubt, the Special Mining Licence) which is reasonably likely to have a material adverse effect on the Peak Group (as a whole); or

(ii) has received any notice in respect of, or is aware of the threat of, the actual, proposed or potential termination, revocation, cancellation, forfeiture, expropriation, material alteration, material variation or non-renewal of any such Authorisation (including, for the avoidance of doubt, the Special Mining Licence) which is reasonably likely to have a material adverse effect on the Peak Group (as a whole).

13 (**ore reserves and mineral resources**) The estimated mineral resources and ore reserves publicly disclosed by Peak have been prepared and disclosed in all material respects in accordance with sound mining, engineering, geoscience, and other applicable industry standards, and in accordance with all applicable laws including, without limitation, the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition) (**JORC Code**), and so far as Peak is aware, there has been no material reduction in the aggregate amount of estimated mineral resources from the amounts disclosed publicly by Peak. The information provided by Peak 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 material reduction in the aggregate amount of estimated mineral resources

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or ore reserves of Peak from the latest estimates disclosed by Peak to the ASX. All material information regarding Peak's properties, including drill results, technical reports and studies, that are required to be disclosed by Australian securities laws, have been disclosed to ASX.

14 (**Operational Matters**)

(a) All rentals, royalties, payments and obligations (including any overriding royalty interests, production payments, net profits, interest burdens) due and payable, or performable, as the case may be, with respect to, or on account of, any material assets of Peak or any Peak Group Member and any of their joint ventures, have been duly paid, duly performed or provided for prior to the date hereof.

(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 Peak or any Peak Group Member 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.

15 (**periodic and continuous disclosure**) In the 1 year period prior to the date of this document, Peak has not been in breach of its continuous and periodic disclosure obligations under the Corporations Act and the Listing Rules and is not relying on the exclusion in Listing Rule 3.1A to withhold any information from disclosure (other than information in relation to the parties entering into this document and Peak proceeding with the Rights Issue, which information will be disclosed to the market immediately after signing this document) and such documents released to the ASX during that time are not misleading or deceptive and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated in it, except to the extent that such statements have been modified or superseded by a later document.

16 (**Peak Information**) As at the date the Scheme Booklet is despatched to Scheme Shareholders, the Peak Information will be accurate in all material respects and will not contain any statement which is misleading or deceptive in any material respect, including by way of omission from that statement.

17 (**basis of Peak Information**) The Peak Information:

(a) will be prepared and included in the Scheme Booklet in good faith and on the understanding that Chenguang and each other Chenguang Indemnified Party will rely on that information for the purpose of determining to proceed with the Proposed Transaction, considering and approving the Chenguang Information in the Scheme Booklet before it is despatched, approving the entry into the Deed Poll and implementing the Scheme;

(b) will be provided by or on behalf of Peak to the Independent Expert in good faith and on the understanding that the Independent Expert will rely on that information for the purposes of preparing the Independent Expert’s Report; and

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(c) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, the ASIC Regulatory Guides, applicable Takeovers Panel guidance notes and the Listing Rules.

18 (**opinions**) As at the date the Scheme Booklet is despatched to Scheme Shareholders, any statement of opinion or belief contained in Peak Information is honestly held and there are reasonable grounds for holding the opinion or belief.

19 (**Disclosure Material**) Peak has collated and prepared all of the Disclosure Material in good faith and:

(a) so far as Peak is aware (having made reasonable enquiries) all information that forms part of the Disclosure Material is accurate;

(b) so far as Peak is aware (having made reasonable enquiries) the Disclosure Material does not contain information that is misleading or deceptive (including by omission); and

(c) Peak has not intentionally withheld from the Disclosure Materials any information or materials which, if disclosed, might reasonably be expected to affect the decision of Chenguang to enter into this document and complete the Proposed Transaction;

20 (**Material contracts**):

(a) Each member of the Peak Group has complied in all material respect with each contract to which it is a party and which has a value of in excess of $250,000 (**Material Contract**).

(b) As far as Peak is aware, no member of the Peak Group is aware of any intention on the part of any counterparty to a Material Contract to terminate such Material Contract or amend the terms of such Material Contract in any material respect.

(c) All Material Contracts in existence as at the date of this document have been Fairly Disclosed in the Disclosure Material.

(d) Each of the Material Contracts is legal, valid and binding on the parties and is enforceable under the applicable laws and none of the Peak Group Members are in default or breach in the performance of any material obligations under any Material Contracts.

21 (**No pending change in law or regulation**) As far as Peak is aware and as at the date of this document, there is no pending or proposed change in law, regulation, generally accepted accounting standards or generally accepted accounting principles or the interpretation of any such standards or principles, or policy of a Government Agency that will, or is reasonably likely to, have a material adverse impact on the Peak Group as a whole.

22 (**Competing Proposals**) As at the date of this document, Peak has terminated all negotiations and discussions (other than with Chenguang and its Representatives) relating to any Competing Proposal and is not a party to any

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agreement, arrangement or understanding with a Third Party entered into for the purpose of facilitating or which may reasonably be expected to lead to a Competing Proposal.

23 (**non-public information**) As at the date of this document, Peak has ceased to provide or make available any non-public information in relation to the Peak Group to a Third Party where such information was provided for the purpose of facilitating, or that may reasonably be expected to encourage or lead to, a Competing Proposal.

24 (**financial statements**):

(a) So far as Peak is aware, there has not been any event, circumstance, matter, event, change, effect or development that would require Peak to restate its financial statements as disclosed to ASX.

(b) The Peak Group's financial statements for the financial year ended 30 June 2024 and the half year ended 31 December 2024:

(i) comply in all material respects with applicable statutory requirements and were prepared in accordance with the Corporations Act, applicable Accounting Standards and all other applicable laws and regulations; and

(ii) give a true and fair view of the financial position and the assets and liabilities of the Peak Group.

(c) The Peak Group’s financial statements as disclosed to ASX have been prepared in accordance with the Accounting Standards on a basis consistent with past practice financial statements.

25 (**no existing disputes**) As at the date of this document, neither Peak nor any Peak Group Member is:

(a) a party to or the subject of any material legal action, investigation, proceeding, dispute, Claim, demand, notice, direction, inquiry, arbitration, mediation, dispute resolution or litigation; or

(b) the subject of any ruling, judgment, order, declaration or decree by any Government Agency,

which is reasonably likely to have a material adverse effect on the Peak Group as a whole and, so far as Peak is aware, there is no such material legal action, investigation, proceeding, dispute, Claim, demand, notice, direction, inquiry, arbitration, mediation, dispute resolution, litigation, ruling, judgment, order, declaration or decree pending, threatened or anticipated against any Peak Group Member which is reasonably likely to have a material adverse effect on the Peak Group as a whole.

26 (**compliance with laws**) Each Peak Group Member has and has at all times complied in all material respects with all applicable Laws (including tax laws, data protection laws) and regulations in each applicable jurisdiction in which the Peak Group operates, and Peak has not received notice of, any actual or

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alleged material breach of any such laws or regulations by any Peak Group Member.

27 (**Material Adverse Change**) Immediately prior to the entry into this document, no Material Adverse Change has occurred, and Peak is not aware of any information relating to the Peak Group or their respective businesses or operations (having made reasonable enquiries) as at the date of this document that has given rise to, or could reasonably be expected to give rise to, a Material Adverse Change that has not been Fairly Disclosed by Peak.

28 (**pre-emptive rights**) Neither the entry into this document or the implementation of the Transaction will trigger any pre-emptive right in favour of a Third Party under any agreement that is material to the Peak Group.

29 (**No freehold land**) No Peak Group Member owns any freehold land in Australia.

30 (**Insurance**) All existing insurance policies taken out by a Peak Group Member, or in relation to the assets of or otherwise concerned with the business of the Peak Group, are adequate having regard to mandatory requirements of the applicable laws and in full force and effect and constitute legal, valid and binding obligations of the counterparties to such insurance policies.

31 (**Events since 31 December 2024**) Since 31 December 2024:

(a) the business of each of the Peak Group Member has been conducted in the ordinary course;

(b) other than a potential sale or disposal of an interest in Teesside, no Peak Group Member has disposed of or acquired any assets in excess of $500,000;

(c) there has been no incurrence of any damage, destruction or loss with respect to any individual asset or property of any Peak Group Member, whether or not covered by insurance, having a replacement cost of more than $500,000; and

(d) no Peak Group Member has borrowed or raised any money, taken or given any form of financial security, or incurred any capital expenditure, other than as disclosed in the Disclosure Materials.

32 (**Employment**) No labour dispute, work stoppage, or disturbance involving the employees of the Peak Group Member exists or to the knowledge of any Peak Group Member, threatened.

33 (**Security Interests**) There is no Encumbrance over all or any of the Peak Group's assets or revenues that has not been Fairly Disclosed.

34 (**bonus payments**) No Peak Group Member has agreed to make or pay any bonuses, discretionary remuneration, payment or benefit to its employees, directors, officers or contractors in connection with or conditional upon the outcome of the Proposed Transaction.

35 (**external costs**) Peak's total external costs paid, payable or incurred in relation to the Scheme or the transactions contemplated by this document (including all legal, financial, printing, shareholder communication and any other costs) do not exceed, and will not materially exceed following implementation of the Scheme, the estimate of those costs in the Budget.

36 (**advisers**) As at the date of this document Peak has provided complete and accurate information regarding fees in all retainers and mandates with financial advisers and fee estimates for other Advisers in relation to the Proposed Transaction and any Competing Proposal or any other transaction where such retainer or mandate is current, or under which the Peak Group still has obligations.

37 (**no other approvals necessary**) As at the date of this document, no consents, approvals or other acts by a Government Agency are necessary to be obtained by Peak to effect the Proposed Transaction other than the Regulatory Approvals and the approval contemplated by **item 6** of **schedule 1** (Court approval).

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Schedule 5

Chenguang Warranties

1 (**incorporation**) It is validly existing under the laws of its place of incorporation or registration.

2 (**power**) It has the power to enter into and perform its obligations under this document and to carry out the transactions contemplated by this document.

3 (**authority**) It has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document.

4 (**deed enforceable**) Chenguang's obligations under this document are valid and binding and enforceable against it in accordance with their terms and the execution and performance of this document will not result in a breach of Chenguang's constituent documents or any agreement or deed or any writ, order or injunction, rule or regulation to which any Chenguang Group Member is a party or to which they are bound or require any Authorisation (other than the Regulatory Approvals).

5 (**no Insolvency Event**) No Insolvency Event has occurred in relation to Chenguang nor has any regulatory action of any nature of which Chenguang is aware been taken or threatened to be taken that would prevent or restrict Chenguang's ability to fulfil its obligations under this document.

6 (**ownership of Shares**) As at the date of this document, Chenguang and Shenghe Singapore have a Relevant Interest in 69,928,490 Shares and as at the date of this document, have voting power (as that term is defined in the Corporations Act) to 19.86% in Peak.

7 (**no other interest**) As at the date of this document, other than the Relevant Interest in Shares disclosed in paragraph 6 above, none of Chenguang, any Chenguang Group Member or any of their respective Associates has entered into any binding agreement or binding arrangement that confers rights or interests the economic effect of which is equivalent or substantially equivalent to holding, acquiring or disposing of securities in Peak or any Peak Group Member or of any assets of Peak or any Peak Group Member (including cash-settled derivative contracts, contracts for difference or other derivative contracts).

8 (**Chenguang Information**) As at the date the Scheme Booklet is despatched to Scheme Shareholders, the Chenguang Information will be accurate in all material respects and will not contain any statement which is materially misleading or deceptive, including by way of omission from that statement.

9 (**basis of Chenguang Information**) The Chenguang Information:

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(a) will be prepared and included in the Scheme Booklet in good faith and on the understanding that Peak and each other Peak Indemnified Party will rely on that information for the purpose of determining to proceed with the Proposed Transaction, considering and approving the Peak Information in the Scheme Booklet before it is despatched, and implementing the Scheme;

(b) will be provided by or on behalf of Chenguang to the Independent Expert in good faith and on the understanding that the Independent Expert will rely on that information for the purposes of preparing the Independent Expert's Report; and

(c) will comply in all material respects with the requirements of the Corporations Act, the Corporations Regulations, the ASIC Regulatory Guides, applicable Takeovers Panel guidance notes and the Listing Rules.

10 (**opinions**) As at the date the Scheme Booklet is despatched to Scheme Shareholders, any statement of opinion or belief contained in Chenguang Information is honestly held and there are reasonable grounds for holding the opinion or belief.

11 (**reasonable basis**) Chenguang has a reasonable basis to expect that it will, on the Business Day before the Implementation Date, have available to it sufficient cash amounts to satisfy Chenguang's obligation to provide the Scheme Consideration in accordance with its obligations under this document, the Scheme and the Deed Poll.

12 (**Scheme Consideration**) Chenguang will, on the Business Day before the Implementation Date, have available to it sufficient cash amounts to satisfy its obligation to pay the Scheme Consideration in accordance with its obligations under this document, the Scheme and the Deed Poll.

13 (**no other approvals necessary**) As at the date of this document, no consents, approvals, or other acts by a Government Agency are necessary to be obtained by Chenguang to effect the Proposed Transaction other than the Regulatory Approvals and the approval contemplated by **item 6** of **schedule 1** (Court approval).

Execution

Executed as a deed.

Executed by **Peak Rare Earths Limited**)
ACN 112 546 700 in accordance with)
section 127(1) of the *Corporations Act 2001* (Cth)

.....	.....
Company Secretary/Director	Director
Philip Rundell Company Secretary	Russell Scrimshaw
.....	.....
Name of Company Secretary/Director (print)	Name of Director (print)

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Signed sealed and delivered by)
Ganzhou Chenguang Rare Earths New)
Material Co., Ltd. in the presence of:

何清
.....
Signature of witness

He Jing
.....
Name of Witness



.....
Signature of authorised signatory

Huang Ping
.....
Name of authorised signatory

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Annexure A

Deed Poll

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Execution version

Ganzhou Chenguang Rare Earths New Material Co., Ltd.

In favour of each Scheme Shareholder

Deed Poll

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Date

Parties

Ganzhou Chenguang Rare Earths New Material Co., Ltd. incorporated and registered in the People's Republic of China with Unified Social Credit Code 91360700723932995K, whose registered office is at at Xianrenpo Xiaoqu, Huangbu Town, Shangyou County, Ganzhou City, Jiangxi Province, China (**Chenguang**)

In favour of each Scheme Shareholder

Background

A Chenguang and Peak Rare Earths Limited ACN 112 546 700 (**Peak**) have entered into a Scheme Implementation Deed dated [●] May 2025 (**Scheme Implementation Deed**).

B Peak has agreed in the Scheme Implementation Deed to propose the Scheme, pursuant to which, subject to the satisfaction or waiver of certain conditions precedent, Chenguang will acquire all of the Scheme Shares from Scheme Shareholders for the payment of the Scheme Consideration.

C In accordance with the Scheme Implementation Deed, Chenguang is entering into this document for the purpose of covenanting in favour of the Scheme Shareholders that Chenguang will observe and perform the obligations contemplated of it under the Scheme.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Scheme have the same meaning in this document, unless the context requires otherwise.

1.2 Interpretation

The provisions of clause 1.2 of the Scheme form part of this document as if set out in full in this document.

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2 Nature of deed poll

Chenguang acknowledges that:

(a) this document may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it; and

(b) under the Scheme, each Scheme Shareholder irrevocably appoints Peak (and Peak may sub-delegate its functions, authorities or powers to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally)) as its attorney and agent for the purpose of enforcing this document against Chenguang on behalf of that Scheme Shareholder.

3 Chenguang nominee

(a) Chenguang may nominate a wholly owned Subsidiary of Chenguang (**Chenguang Sub**) to acquire all of the Scheme Shares under the Scheme by giving written notice to Peak on or before the date that is ten Business Days before an advanced draft of the Scheme Booklet (as that term is defined in the Scheme Implementation Deed) is submitted to ASIC for review.

(b) If Chenguang nominates a Chenguang Sub to acquire all of the Scheme Shares under the Scheme, then:

(i) references in this document to Chenguang acquiring the Scheme Shares under the Scheme, or taking any other action under or in respect of the Scheme, are to be read as references to the Chenguang Sub doing so;

(ii) Chenguang and Chenguang Sub have both entered into this Deed Poll;

(iii) Chenguang must procure that Chenguang Sub complies with its obligations under, and completes the acquisition in accordance with the terms of, this document, the Scheme and the Scheme Implementation Deed; and

(iv) any such nomination will not relieve Chenguang of its obligations under this document, including the obligation to provide, or cause to be provided, the Scheme Consideration in accordance with the terms of this document, the Scheme and the Scheme Implementation Deed, provided that Chenguang will not be in breach of this document for failing to perform an obligation of Chenguang if that obligation is fully discharged by the Chenguang Sub.

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4 Condition precedent and termination

4.1 Condition precedent

The obligations of Chenguang under this document are subject to the Scheme becoming Effective.

4.2 Termination

The obligations of Chenguang under this document will automatically terminate and the terms of this document will be of no further force or effect:

(a) if the Scheme has not become Effective on or before the End Date; or

(b) if the Scheme Implementation Deed is terminated before the Effective Date in accordance with its terms,

unless Chenguang and Peak otherwise agree in writing.

4.3 Consequences of termination

If this document is terminated under **clause 4.2**, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Shareholders:

(a) Chenguang is released from its obligations to further perform this document, except those obligations under **clause 8**; and

(b) each Scheme Shareholder retains the rights, powers or remedies they have against Chenguang in respect of any breach of this document which occurs before it is terminated.

5 Compliance with Scheme obligations

Subject to **clause 3**, Chenguang undertakes in favour of each Scheme Shareholder that it will observe and perform all obligations contemplated of Chenguang under the Scheme, including the relevant obligations relating to the provision of the Scheme Consideration in accordance with the terms of the Scheme.

6 Representations and warranties

Chenguang represents and warrants that:

(a) (**status**) it has been incorporated or formed in accordance with the laws of its place of incorporation;

(b) (**power**) it has full legal capacity and power to enter into this document, to comply with its obligations under it, exercise its rights under it and otherwise carry out the transactions contemplated by it;

(c) (**no contravention**) the entry by it into, its compliance with its obligations and the exercise of its rights under, this document does not and will not breach:

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(i) its constituent documents; or

(ii) any agreement or deed or any writ, order or injunction, rule or regulation to which it is a party or to which it is bound;

(d) (**authorisations**) it has taken all necessary action to authorise its entry into and performance of this document and to carry out the transactions contemplated by this document;

(e) (**validity of obligations**) its obligations under this document are valid and binding and are enforceable against it in accordance with its terms; and

(f) (**solvency**) no Insolvency Event (as that term is defined in the Scheme Implementation Deed) has occurred in relation to it.

7 Continuing obligations

This document is irrevocable and, subject to **clause 4**, remains in full force and effect until the earlier of:

(a) Chenguang having fully performed its obligations under this document; or

(b) termination of this document under **clause 4.2**.

8 Stamp duty

Chenguang:

(a) agrees to pay all stamp duty (if any) and any related fines, penalties and interest with respect to stamp duty in respect of this document and the Scheme, the performance of this document and each transaction effected by or made under or in connection with this document and the Scheme; and

(b) indemnifies each Scheme Shareholder against any liability arising from failure to comply with **clause 8(a)**.

9 Notices

(a) Notices and other communications in connection with this document must be in legible writing in English, signed by the person giving the notice or other communication and sent to the following address:

Address:	21-106, Qiyuan, No.18 Shanhu Donglu, Qixia District, Nanjing, China
Email:	liling@shenghesg.com
For the attention of:	Ling Li
with a copy to:	Shasha Lu (lushasha@shenghesg.com)

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Huichu Xu (xuhuichu@shenghesg.com)

(b) If the intended recipient has notified of changed contact details, then communications must be sent to the changed contact details.

(c) Any notice or other communication given in accordance with **clause 9(a)** will be deemed to have been duly given and received by one of the following methods and at the time set out below:

(i) if delivered by hand, on delivery to the nominated address;

(ii) if sent by post to the nominated address in the same country, at 9.00 am (addressee's time) on the second Business Day after the date of posting;

(iii) if sent by post to the nominated address in another country, at 9.00 am (addressee's time) on the tenth Business Day after the date of posting;

(iv) if sent by email:

(A) when the sender receives an automated message confirming delivery; or

(B) twelve hours after the time sent (as recorded on the device from which the email was sent), provided that the sender does not, within that period, receive an automated message that the email has not been delivered,

whichever happens first.

(d) Any notice that, pursuant to **clause 9(c)**, would be deemed to be given:

(i) other than on a Business Day or after 5.00 pm on a Business Day is regarded as given at 9:00 am on the following Business Day; and

(ii) before 9:00 am on a Business Day is regarded as given at 9:00 am on that Business Day,

when references to time are to time in the place the recipient is located.

10 General

10.1 Variation

A provision of this document or any right created under it may not be varied, altered or otherwise amended unless:

(a) if the variation occurs before the First Court Date (as that term is defined in the Scheme Implementation Deed), the variation is agreed to by Chenguang and Peak in writing (which such agreement may be given or withheld without reference to or approval by any Scheme Shareholder); and

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(b) if the variation occurs after the First Court Date, the Court approves (either at the hearing on the First Court Date, an interlocutory hearing or the hearing on the Second Court Date) that the variation, alteration or amendment,

in which event Chenguang must enter into a further deed poll in favour of the Scheme Shareholders giving effect to the variation, alteration or amendment.

10.2 Waiver

(a) Chenguang may not rely on the words or conduct of any Scheme Shareholder as a waiver of any right unless the waiver is in writing and signed by the Scheme Shareholder granting the waiver. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

(b) No Scheme Shareholder may rely on words or conduct of Chenguang as a waiver of any right unless the waiver is in writing and signed by Chenguang. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

(c) Failure to exercise or enforce, a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this document by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this document.

10.3 Remedies cumulative

The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

10.4 Assignment or other dealings

(a) The rights created by this document are personal to Chenguang and each Scheme Shareholder and must not be assigned or otherwise dealt with at law or in equity without the prior written consent of Chenguang.

(b) Any purposed dealing in contravention of **clause 10.4(a)** is invalid.

10.5 Further steps

Chenguang agrees to do all things (on its own behalf or on behalf of each Scheme Shareholder) reasonably necessary to give full effect to this document and the transactions contemplated by it.

10.6 Severance and enforceability

Any provision, or the application of any provision, of this document that is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of this document in that or any other jurisdiction.

11 Governing law and jurisdiction

11.1 Governing law and jurisdiction

(a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

11.2 Service of process

Without preventing any other mode of service, any document in an action or proceeding (including any writ of summons, statement of claim or other originating process or any third or other party notice) may be served on Chenguang by being delivered to or left for Chenguang at its address for service of notices under **clause 9(a)**.

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Execution

Executed and delivered as a deed poll

Signed sealed and delivered by)
Ganzhou Chenguang Rare Earths New)
Material Co., Ltd. in the presence of:

Seal

.....	.....
Signature of witness	Signature of authorised signatory
.....	.....
Name of Witness	Name of authorised signatory

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Annexure B

Scheme

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Execution version

Peak Rare Earths Limited

Scheme Shareholders

Scheme of Arrangement

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Parties

Peak Rare Earths Limited ACN 112 546 700 of Suite 5, Level 3, 220 St Georges Terrace, Perth, WA 6000 (**Peak**)

Each registered holder of Shares as at the Record Date (**Scheme Shareholders**)

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document these terms have the following meanings:

ADI	Authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)).
ASIC	The Australian Securities and Investments Commission.
ASX	ASX Limited ABN 98 008 624 691 or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.
Business Day	Any day that is each of the following: (a) a Business Day within the meaning given in the Listing Rules; (b) a day that banks are open for business in each of Sydney, New South Wales and Beijing, People's Republic of China, provided that where this document refers to a date that is a certain number of days before the Second Court Date, only paragraph (a) of this definition shall apply.
Chenguang	Ganzhou Chenguang Rare Earths New Material Co., Ltd.
Chenguang Group	Chenguang and Chenguang's Related Bodies Corporate (excluding, at any time, the Peak Group Members to the extent that the Peak Group Members are Subsidiaries of Chenguang at that time).
Chenguang Group Member	Each member of the Chenguang Group.

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CHESS	The Clearing House Electronic Subregister System for the electronic transfer of securities, operated by ASX Settlement Pty Ltd.
CHESS Holding	Has the meaning given in the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.
Control	Has the meaning given in section 50AA of the Corporations Act.
Controlled Entity	In respect of a party, an entity that party Controls.
Corporations Act	The *Corporations Act 2001* (Cth).
Court	The Supreme Court of New South Wales or such other court of competent jurisdiction as agreed between Peak and Chenguang.
Deed Poll	The deed poll executed on [●] by Chenguang in favour of Scheme Shareholders.
Effective	When used in relation to this Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to that Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.
Effective Date	With respect to this Scheme, the date on which this Scheme becomes Effective.
Encumbrance	A mortgage, charge, pledge, lien, encumbrance, security interest, assignment by way of security, debenture, option, hypothecation, title retention, pre-emptive or preferential right, claim, equitable or other right, power of sale, retention of title, right of first refusal, trust arrangement, contractual right of set-off, or any other security agreement or arrangement or third party right in favour of any person, whether registered or unregistered, including any Security Interest.
End Date	The later of: (a) the date that is seven months from the date of the Scheme Implementation Deed; and (b) such other date and time agreed in writing between Peak and Chenguang before that date.
Excluded Shareholder	Any Shareholder who is a Chenguang Group Member or any Shareholder who holds any Shares on behalf of, or for the benefit of, any Chenguang Group Member and does not hold Shares on behalf of, or for the benefit of, any other person.

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Government Agency	Any Australian or foreign government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity, stock exchange or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
Implementation Date	The fifth Trading Day after the Record Date or such other date after the Record Date agreed to in writing by Peak and Chenguang.
Issuer Sponsored Holding	Has the meaning given in the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd.
Listing Rules	The official listing rules of ASX as amended from time to time.
Peak Group	Peak and its Controlled Entities.
Peak Group Member	Each member of the Peak Group.
Record Date	7.00 pm (Sydney time) on the second Trading Day after the Effective Date or such other time and date agreed to in writing between Peak and Chenguang.
Registered Address	In relation to a Scheme Shareholder, the address of that Scheme Shareholder shown in the Share Register.
Registry	MUFG Corporate Markets.
Related Body Corporate	Has the meaning given to that term pursuant to section 50 of the Corporations Act.
Rights	All accretions, rights and benefits attaching to, or arising from, the Scheme Shares directly or indirectly, including any capital returns, all dividends and all rights to receive them and rights to receive or subscribe for shares, notes, bonds, options or other securities or entitlements declared, paid or issued by Peak.
Rights Issue	A pro-rata non-renounceable entitlement offer to eligible Shareholders (as determined by Peak, but which must include Shareholders with a registered address in Singapore) to subscribe for Shares at an issue price of not more than A$0.10 per Share and otherwise on terms determined by Peak, to raise not more than A$7.5 million (before costs), including the issue of any Shares pursuant to any top-up or shortfall facility provided in connection with that entitlement offer.
Scheme	This scheme of arrangement between Peak and Scheme Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court

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	pursuant to section 411(6) of the Corporations Act to the extent they are approved in writing by Chenguang and Peak in accordance with **clause 10**.
Scheme Consideration	The consideration to be provided by Chenguang to each Scheme Shareholder for the transfer to Chenguang of each Scheme Share under the terms of this Scheme, calculated as follows: $\frac{A\$150{,}500{,}000 + Total\ funds\ raised\ (before\ costs)\ pursuant\ to\ the\ Rights\ Issue}{Total\ number\ of\ Scheme\ Shares}$ subject always to the terms of this Scheme.
Scheme Implementation Deed	The Scheme Implementation Deed dated [●] between Chenguang and Peak under which, amongst other things, Peak has agreed to propose this Scheme to Shareholders, and each of Peak and Chenguang has agreed to take certain steps to give effect to this Scheme.
Scheme Meeting	The meeting of Shareholders (other than Excluded Shareholders) ordered by the Court to be convened under section 411(1) of the Corporations Act in relation to this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
Scheme Share	A Share held by a Scheme Shareholder as at the Record Date.
Scheme Shareholder	A person who holds Shares recorded in the Share Register as at the Record Date (including Shenghe Resources (Singapore) Pte. Ltd.).
Second Court Date	The first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving this Scheme is heard or, if the application is adjourned or subject to appeal for any reason, means the date on which the adjourned application or appeal is heard.
Security Interest	Any security interest, including: (a) a 'security interest' as defined in sections 12(1) or (2) of the *Personal Property Securities Act 2009* (Cth); (b) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property; and (c) any right of first refusal, pre-emptive right or any similar restriction.
Share	An issued fully paid ordinary share in the capital of Peak.

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Share Register	The register of members of Peak maintained in accordance with the Corporations Act.
Share Scheme Transfer	One or more duly completed and executed proper instruments of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be or include a master transfer of all Scheme Shares.
Shareholder	Each person who is registered in the Share Register as a holder of one or more Shares.
Subsidiary	Has the meaning given to that term in Division 6 of Part 1.2 of the Corporations Act.
Trading Day	A 'business day' as defined in the Listing Rules.

1.2 Interpretation

Headings are for ease of reference only and do not affect interpretation. In this document, the following rules apply unless the context requires otherwise:

(a) the singular includes the plural, and the converse also applies;

(b) the meaning of general words is not limited by specific examples introduced by 'including', 'for example', 'such as' or similar expressions;

(c) a gender includes other genders;

(d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(e) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document, and a reference to this document includes any schedule or annexure;

(f) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(g) a reference to **A$, $A, dollar** or **$** is to the lawful currency of Australia;

(h) a reference to time is, unless otherwise indicated, a reference to that time in Sydney, Australia time;

(i) a reference to a party is to a party to this document, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;

(j) a reference to a person includes a natural person, partnership, body corporate, joint venture, association, governmental or local authority or agency or other entity or organisation;

(k) a reference to 'law' includes common law, principles of equity and legislation (including regulations);

(l) a reference to legislation or to a provision of legislation (including a listing rule or operating rule of a financial market or of a clearing and settlement

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facility) includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(m) a reference to 'regulations' includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);

(n) a reference to a body (including an institute, association or authority), other than a party to this document, whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(o) a reference to an agreement other than this document includes a deed and any legally enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;

(p) a word or expression defined in the Corporations Act, and which is not defined in **clause 1.1**, has the meaning given to it in the Corporations Act;

(q) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(r) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(s) if an act prescribed under this document to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;

(t) a reference to the Listing Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party;

(u) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;

(v) a reference to something being 'reasonably likely' (or to a similar expression) is a reference to that thing being more likely than not to occur, when assessed objectively; and

(w) a reference to conduct includes an omission, statement or undertaking, whether or not in writing.

1.3 Business Day

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

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2 Preliminary

2.1 Chenguang

Chenguang is:

(a) a limited liability company; and

(b) incorporated in the People's Republic of China.

2.2 Peak

Peak is:

(a) a public company limited by shares;

(b) incorporated in Australia and registered in Western Australia; and

(c) admitted to the official list of ASX and Shares are officially quoted on the stock market conducted by ASX.

2.3 If Scheme becomes Effective

If this Scheme becomes Effective, then:

(a) in consideration of the transfer of each Scheme Share to Chenguang, Chenguang will provide, or cause to be provided, the Scheme Consideration to each Scheme Shareholder in accordance with the terms of this Scheme and the Deed Poll;

(b) all Scheme Shares, and all the Rights attaching to them as at the Implementation Date, will be transferred to Chenguang on the Implementation Date; and

(c) Peak will enter the name of Chenguang in the Share Register in respect of all Scheme Shares transferred to Chenguang in accordance with the terms of this Scheme and the Deed Poll.

2.4 Scheme Implementation Deed

Chenguang and Peak have agreed by executing the Scheme Implementation Deed to implement the terms of this Scheme.

2.5 Deed Poll

This Scheme attributes actions to Chenguang but does not itself impose an obligation on it to perform those actions. Chenguang has executed the Deed Poll for the purpose of covenanting in favour of the Scheme Shareholders to perform (or procure the performance of) the obligations attributable to Chenguang as contemplated by this Scheme, including to provide, or cause to be provided, the Scheme Consideration to the Scheme Shareholders.

2.6 Chenguang Nominee

(a) Chenguang may nominate a wholly owned Subsidiary of Chenguang (**Chenguang Sub**) to acquire all of the Scheme Shares under this Scheme by giving written notice to Peak on or before the date that is ten Business Days before an advanced draft of the Scheme Booklet (as that

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term is defined in the Scheme Implementation Deed) is submitted to ASIC for review.

(b) If Chenguang nominates a Chenguang Sub to acquire all of the Scheme Shares under this Scheme, then:

(i) references in this Scheme to Chenguang acquiring the Scheme Shares under this Scheme, or taking any other action under or in respect of this Scheme, are to be read as references to the Chenguang Sub doing so;

(ii) Chenguang and Chenguang Sub will both enter into the Deed Poll;

(iii) Chenguang must procure that Chenguang Sub complies with its obligations under, and completes the acquisition in accordance with the terms of, this Scheme, the Scheme Implementation Deed and the Deed Poll; and

(iv) any such nomination will not relieve Chenguang of its obligations under this Scheme, including the obligation to provide, or cause to be provided, the Scheme Consideration in accordance with the terms of this Scheme, the Scheme Implementation Deed and the Deed Poll, provided that Chenguang will not be in breach of this Scheme for failing to perform an obligation of Chenguang if that obligation is fully discharged by the Chenguang Sub.

3 Conditions

3.1 Conditions precedent to Scheme

This Scheme is conditional on, and will have no force or effect until, the satisfaction of each of the following conditions precedent:

(a) all of the conditions precedent in schedule 1 of the Scheme Implementation Deed having been satisfied or waived (other than the condition precedent relating to Court approval set out in item 6 of schedule 1 of the Scheme Implementation Deed) in accordance with the terms of the Scheme Implementation Deed by 8.00 am on the Second Court Date;

(b) neither the Scheme Implementation Deed nor the Deed Poll is terminated in accordance with their terms before 8.00am on the Second Court Date;

(c) the Court having approved this Scheme pursuant to section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under subsection 411(6) of the Corporations Act and agreed to by Chenguang and Peak (such agreement not to be unreasonably withheld or delayed);

(d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme and agreed to

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by Chenguang and Peak (such agreement not to be unreasonably withheld or delayed) having been satisfied or waived; and

(e) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme on or before the End Date.

3.2 Conditions precedent and operation of clause 5

The satisfaction of each condition of **clause 3.1** is a condition precedent to the operation of **clause 5**.

3.3 Certificate in relation to conditions precedent

(a) Chenguang and Peak must provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent set out in **clause 3.1** (other than the conditions precedent in **clauses 3.1(c)**, **3.1(d)** and **3.1(e)**) have been satisfied or waived as at 8.00 am on the Second Court Date.

(b) The certificate referred to in **clause 3.3(a)** will constitute conclusive evidence of whether the conditions precedent referred to in **clause 3.1** (other than the condition precedent in **clauses 3.1(c)**, **3.1(d)** and **3.1(e)**) have been satisfied or waived as at 8.00 am on the Second Court Date.

3.4 End Date

This Scheme will lapse and be of no further force or effect if:

(a) the Effective Date does not occur on or before the End Date; or

(b) the Scheme Implementation Deed or the Deed Poll is terminated in accordance with their respective terms,

unless Chenguang and Peak otherwise agree in writing.

4 Scheme

Subject to **clause 3**, this Scheme will come into effect pursuant to section 411(10) of the Corporations Act on and from the Effective Date.

5 Implementation of Scheme

5.1 Lodgement of Court orders with ASIC

If the conditions precedent set out in **clause 3.1** (other than the condition precedent in **clause 3.1(e)**) are satisfied, Peak must lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible, and in any event by no later than 12.00 pm on the first Trading Day after the day on which the Court approves this Scheme or such later time as Peak and Chenguang agree in writing.

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5.2 Transfer and registration of Scheme Shares

Subject to this Scheme becoming Effective, on the Implementation Date, but subject to the provision of the Scheme Consideration for the Scheme Shares in accordance with **clause 6**:

(a) the Scheme Shares, together with all Rights as at the Implementation Date, must be transferred to Chenguang, without the need for any further act by any Scheme Shareholder (other than acts performed by Peak as attorney and agent for Scheme Shareholders under **clause 8**), by:

(i) Peak delivering to Chenguang a duly completed and executed Share Scheme Transfer to transfer all of the Scheme Shares to Chenguang, duly executed on behalf of the Scheme Shareholders by Peak as their agent and attorney, for registration; and

(ii) Chenguang duly executing the Share Scheme Transfer and delivering it to Peak for registration; and

(b) immediately after receipt of the duly executed Share Scheme Transfer, Peak must enter, or procure the entry of, the name of Chenguang in the Share Register in respect of all Scheme Shares transferred to Chenguang in accordance with the terms of this Scheme.

5.3 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to Chenguang of the Scheme Shares, each Scheme Shareholder will be entitled to receive, and Chenguang will provide to each Scheme Shareholder (subject to the terms of this Scheme), the Scheme Consideration in respect of each of their Scheme Shares in accordance with **clause 6** and with the Deed Poll.

5.4 Title and rights in Scheme Shares

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by **clause 6**, Chenguang will be beneficially entitled to the Scheme Shares transferred to it under this Scheme, pending registration by Peak of Chenguang in the Share Register as the holder of the Scheme Shares.

5.5 Warranty by Scheme Shareholders

(a) Each Scheme Shareholder is deemed to have warranted to Chenguang and Peak on the Implementation Date, and, to the extent enforceable, to have appointed and authorised Peak as that Scheme Shareholder's agent and attorney to warrant to Chenguang, that:

(i) all their Scheme Shares (including any Rights) transferred to Chenguang under this Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances of any kind whether legal or otherwise, and restrictions on transfer of any kind; and

(ii) have full power and capacity to sell and to transfer their Scheme Shares (including any Rights) to Chenguang under this Scheme; and

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(iii) they have no existing right to be issued any Shares or any other Peak securities.

(b) Peak undertakes in favour of each Scheme Shareholder that it will provide such warranty, to the extent enforceable, to Chenguang as agent and attorney for each Scheme Shareholder.

5.6 Transfer free of Security Interests

To the extent permitted by law, all Scheme Shares (including any Rights) which are transferred to Chenguang under this Scheme will, at the date of the transfer of them to Chenguang, be fully paid and free from all Encumbrances of any kind, whether legal or otherwise, and free from any restrictions on transfer of any kind not referred to in this Scheme.

5.7 Appointment of Chenguang as sole proxy

(a) Subject to the provision of the Scheme Consideration for the Scheme Shares as contemplated by **clause 6**, on and from the Implementation Date until Peak registers Chenguang as the holder of all of the Scheme Shares in the Share Register, each Scheme Shareholder:

(i) is deemed to have irrevocably appointed Peak as attorney and agent (and directed Peak in such capacity) to appoint Chenguang and any of its directors, secretaries and officers nominated by Chenguang as its sole proxy, and where applicable corporate representative, to attend shareholders' meetings, exercise the votes attaching to Scheme Shares registered in its name and sign any shareholders resolution, and no Scheme Shareholder may themself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this **clause 5.7(a)(i)**);

(ii) must take all other actions in the capacity of the registered holder of Scheme Shares as Chenguang directs; and

(iii) acknowledges and agrees that in exercising the powers referred to in **clause 5.7(a)(i)**, Chenguang and any person nominated by Chenguang under **clause 5.7(a)(i)** may act in the best interests of Chenguang as the intended registered holder of the Scheme Shares.

(b) Peak undertakes in favour of each Scheme Shareholder that it will appoint Chenguang and any of its directors, secretaries or officers nominated under **clause 5.7(a)(i)** as that Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with **clause 5.7(a)(i)**.

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6 Scheme Consideration

6.1 Consideration under this Scheme

(a) Chenguang must, by no later than the Business Day before the Implementation Date, deposit, or procure the deposit, in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to all Scheme Shareholders for such Scheme Shares (less the Withholding Amount as defined in **clause 6.1(b)**), into an Australian dollar denominated trust account with an ADI operated by or on behalf of Peak as trustee for the Scheme Shareholders, (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to Chenguang's account).

(b) If Chenguang is required by section 260-5 or Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or section 255 of the *Income Tax Assessment Act 1936* (Cth) (or equivalent provisions) to pay to a Government Agency an amount in respect of the acquisition of the Scheme Shares (the **Withholding Amount**), Chenguang is permitted to deduct the Withholding Amount from the Scheme Consideration otherwise payable to those Scheme Shareholders and remit such amounts to the Government Agency. The aggregate sum payable shall not be increased to reflect the deduction of the Withholding Amount and the net amount payable to those Scheme Shareholders to whom the Withholding Amount relates shall be taken to be in full and final satisfaction of the amounts owing to those Scheme Shareholders. Chenguang must pay any Withholding Amount in the time required by law and, if requested in writing by the relevant Scheme Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt of other evidence) to the relevant Scheme Shareholder.

(c) On the Implementation Date, subject to funds having been deposited in accordance with **clause 6.1(a)**, Peak must pay or procure the payment of the Scheme Consideration to each Scheme Shareholder from the trust account referred to in **clause 6.1(a)**.

(d) The obligations of Peak under **clause 6.1(c)** of this Scheme will be satisfied by Peak (in its absolute discretion, and despite any election referred to in **clause 6.1(d)(i)** or authority referred to in **clause 6.1(d)(ii)** made or given by the Scheme Shareholder):

(i) if a Scheme Shareholder has, before the Record Date, made a valid election in accordance with the requirements of the Registry to receive dividend payments from Peak by electronic funds transfer to a bank account nominated by the Scheme Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;

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(ii) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Scheme Shareholder by an appropriate authority from the Scheme Shareholder to Peak; or

(iii) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Scheme Shareholder by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Scheme Shareholder (or in the case of joint holders, in accordance with the procedures set out in **clause 6.7**).

6.2 Fractional entitlements

Where the calculation of the Scheme Consideration to be provided to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a cent, the fractional entitlement will be rounded down to the nearest whole cent.

6.3 Scheme Shareholders' agreements

Under this Scheme, each Scheme Shareholder irrevocably:

(a) agrees to the transfer of their Scheme Shares together with all Rights in accordance with this Scheme;

(b) agrees to the variation, cancellation or modification of the Rights attached to their Scheme Shares constituted by or resulting from this Scheme;

(c) agrees to, on the direction of Chenguang, destroy any holding statements or share certificates relating to their Scheme Shares;

(d) agrees, to the extent the Scheme Shareholder holds their Shares in a CHESS Holding, to the conversion of their Shares to an Issuer Sponsored Holding and irrevocably authorises Peak to do anything necessary or expedient to effect or facilitate such conversion;

(e) acknowledges that this Scheme binds Peak and all of the Scheme Shareholders from time to time (including those who do not attend the Scheme Meeting and those who do not vote, or voted against this Scheme, at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Peak; and

(f) irrevocably consents to Peak and Chenguang doing all things and executing all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to this Scheme and the transactions contemplated by it,

without the need for any further act by that Scheme Shareholder.

6.4 Unclaimed monies

(a) Peak may cancel a cheque issued under this **clause 6** if the cheque:

(i) is returned to Peak; or

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(ii) has not been presented for payment within six months after the date on which the cheque was sent.

(b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Peak (or the Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), Peak must reissue or procure the reissuance of a cheque that was previously cancelled under this **clause 6**.

(c) The *Unclaimed Monies Act 1990* (WA) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 6 of that Act). Any interest or other benefit accruing from unclaimed Scheme Consideration will be to the benefit of Peak.

6.5 Remaining monies (if any) in trust account

To the extent that, following satisfaction of Peak's obligations under the other provisions of this **clause 6** and provided Chenguang has by that time acquired the Scheme Shares in accordance with this Scheme, there is a surplus in the trust account referred to in **clause 6.1(a)**, then subject to compliance with applicable laws, the other terms of this Scheme, the Deed Poll and the Scheme Implementation Deed, that surplus (less any bank fees and related charges) shall be paid by Peak (or the Registry on Peak's behalf) to Chenguang.

6.6 Orders of a court or Government Agency

(a) If written notice is given to Peak (or the Registry) or Chenguang of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

(i) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by Peak in accordance with this **clause 6**, then Peak shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or

(ii) prevents Peak from providing consideration to any particular Scheme Shareholder in accordance with this **clause 6**, or the payment or issuance of such consideration is otherwise prohibited by applicable law, then Peak shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Scheme Consideration until such time as provision of the Scheme Consideration in accordance with this **clause 6** is permitted by that (or another) order or direction or otherwise by law.

(b) To the extent that amounts are so deducted or withheld in accordance with **clause 6.6(a)**, such deducted or withheld amounts will be treated for all purposes under this Scheme as having been paid to the person in respect of which such deduction and withholding was made, provided

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that such deducted or withheld amounts are actually remitted as required.

6.7 Joint holders

In the case of Scheme Shares held in joint names:

(a) subject to **clause 6.1(d)**, the Scheme Consideration is payable to the joint holders and any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Peak, the holder whose name appears first in the Share Register as at the Record Date or to the joint holders; and

(b) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Peak, the holder whose name appears first in the Share Register as at the Record Date or to the joint holders.

7 Dealings in Scheme Shares

7.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Scheme Shares or other alterations to the Share Register will only be recognised by Peak if:

(a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Scheme Shares on or before the Record Date; and

(b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5.00 pm on the day which is the Record Date at the place where the Share Register is kept,

and Peak must not accept for registration, nor recognise for any purpose (except a transfer to Chenguang pursuant to this Scheme and any subsequent transfer by Chenguang or its successors in title) any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

7.2 Share Register

Peak must register any registrable transmission applications or transfers of the Scheme Shares received in accordance with **clause 7.1(b)** on or before the Record Date, provided that nothing in this **clause 7.2** requires Peak to register a transfer that would result in a Shareholder holding a parcel of Shares that is less than a 'marketable parcel' (as defined in the operating rules of ASX).

7.3 No disposals after Record Date

If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after 5.00 pm on the Record

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Date in any way except as set out in this Scheme and any such disposal will be void, of no legal effect whatsoever and Peak shall be entitled to disregard any such disposal, purported disposal or agreement.

7.4 Maintenance of Share Register

For the purpose of determining entitlements to the Scheme Consideration, Peak must maintain the Share Register in accordance with the provisions of this **clause 7** until the Scheme Consideration has been provided to the Scheme Shareholders and Chenguang has been entered in the Share Register as the holder of all the Scheme Shares. The Share Register in this form will solely determine entitlements to the Scheme Consideration.

7.5 Effect of certificates and holding statements

Subject to provision of the Scheme Consideration and registration of the transfer to Chenguang contemplated in **clauses 5.2** and **7.4**, any statements of holding in respect of Scheme Shares will cease to have effect after the Record Date as documents of title in respect of those shares (other than statements of holding in favour of Chenguang and its successors in title). After the Record Date, each entry current on the Share Register as at the Record Date (other than entries in respect of Chenguang or its successors in title) will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Shares relating to that entry.

7.6 Details of Scheme Shareholders

As soon as possible on or after the Record Date, and in any event within one Business Day after the Record Date, Peak must ensure that details of the names, Registered Addresses and holdings of Scheme Shares for each Scheme Shareholder, as shown in the Share Register at the Record Date, are available to Chenguang in such form as Chenguang reasonably requires.

7.7 Quotation of Shares

Peak must apply to the ASX to suspend trading in the Shares on the ASX with effect from the close of trading on ASX on the Effective Date.

7.8 Termination of quotation of Shares

Peak must apply:

(a) for termination of the official quotation of Shares on ASX; and

(b) to have itself removed from the official list of ASX,

in each case with effect on and from the close of trading on the Trading Day immediately following the Implementation Date.

8 Power of attorney

Each Scheme Shareholder, without the need for any further act by any Scheme Shareholder:

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(a) on the Effective Date, irrevocably appoints Peak as its attorney and agent for the purpose of enforcing the Deed Poll against Chenguang; and

(b) on the Implementation Date, irrevocably appoints Peak as its attorney and agent for the purpose of executing any document, or doing or taking any other act, necessary or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation) the Share Scheme Transfer,

and Peak accepts such appointment. Peak as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this **clause 8** to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

9 Notices

9.1 No deemed receipt

If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Peak, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Peak's registered office or at the office of the registrar of Shares.

9.2 Accidental omission

The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

10 General

10.1 Variations, alterations and conditions

If the Court proposes to approve this Scheme subject to any alterations or conditions:

(a) Peak may, with the prior consent of Chenguang, by its counsel or solicitor consent on behalf of all persons concerned to any variations, alterations or conditions to this Scheme which the Court thinks fit to impose.

(b) Each Scheme Shareholder agrees to any such alterations or conditions which Peak has consented to pursuant to **clause 10.1(a)**.

10.2 Further assurances

(a) Each Scheme Shareholder and Peak will execute all documents and do all things necessary or expedient to implement, and perform its obligations under, this Scheme and the transactions contemplated by it.

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(b) Without limiting Peak's other powers under this Scheme, Peak has power to do all things that it considers necessary or desirable to give effect to this Scheme and the transactions contemplated by it.

10.3 Consent

Each of the Scheme Shareholders irrevocably consents to Peak doing all things necessary or expedient for or incidental to the implementation of this Scheme, whether on behalf of the Scheme Shareholders, Peak or otherwise.

10.4 No liability when acting in good faith

Without prejudice to the parties' rights under the Scheme Implementation Deed, neither Chenguang nor Peak, nor any of their respective officers or employees, will be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.

10.5 Enforcement of Deed Poll

Peak undertakes in favour of each Scheme Shareholder to enforce the Deed Poll against Chenguang on behalf of and as agent and attorney for the Scheme Shareholders.

10.6 Stamp duty

Chenguang will:

(a) pay all stamp duty (if any) and any related fines, penalties and interest with respect to stamp duty in connection with this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under or in connection with this Scheme and the Deed Poll; and

(b) indemnify each Scheme Shareholder against any liability arising from failure to comply with **clause 10.6(a)**.

11 Governing law

11.1 Governing law and jurisdiction

(a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.