



28 October 2016

BLACKGOLD AND VIBRANT ENTER INTO SCHEME IMPLEMENTATION AGREEMENT FOR VIBRANT TO ACQUIRE ALL OF THE SHARES IN BLACKGOLD

COMPANY DIRECTORS & MANAGEMENT

Directors

Managing Director & CEO	Yuguo Peng
Non-Executive Chairman	Dr Chi Ho (James) Tong
Executive Director	Jun Ou
Non-Executive Director	ZhongHan (John) Wu
Non-Executive Director	Wei-Her (Sophia) Huang
Non-Executive Director	Prof Guangfu Yang

Management

Deputy General Manager	Zhongxiao Zhu
Deputy General Manager, Enterprise Management	Yijiang Peng
Chief Financial Officer	It Phong Tin
Chief Geologist	WenMing Yao

ADDRESS

Australia

Office J, Level 2
1139 Hay Street
West Perth WA 6005
Australia

China

12th Floor, No. 18 Mianhua Street,
Yuzhong District
Chongqing, 400011, PRC

Blackgold International Holdings Limited (“Blackgold”) (ASX code: BGG) is pleased to announce that it has today entered into a Scheme Implementation Agreement dated 28 October 2016 with Vibrant Group Limited (“Vibrant”) pursuant to which Vibrant will, if approved by Blackgold shareholders, acquire all of the shares in Blackgold by way of a Scheme of Arrangement (“Scheme”), in return for providing A\$0.045 (4.5 cents) per Scheme share to Blackgold shareholders (save for shares in Blackgold already held or controlled by Vibrant as at the date of this announcement).

The Scheme consideration of A\$0.045 per Scheme share represents:

- (1) a 114.29% premium to \$0.021, the last ASX closing price of Blackgold shares on 17 October 2016 (being the day of the last ASX trade before the announcement of the Scheme);
- (2) a 77.87% premium to \$0.0253, the volume-weighted average price (“VWAP”) of Blackgold shares sold on the ASX for one month up to and including 27 October 2016 (being the last trading day before announcement of the Scheme);
- (3) a 100.00% premium to \$0.0225, the VWAP of Blackgold shares sold on ASX for three months up to and including 27 October 2016 (being the last trading day before announcement of the Scheme).

The transaction value for the Scheme is A\$37.6 million, based on 836,352,519 non-Vibrant associated Blackgold ordinary shares on issue as at the date of this announcement and the scheme consideration of A\$0.045 per Scheme share. Blackgold has a total of 888,003,622 ordinary shares on issue, of which Vibrant owns or controls a total of 51,651,103 ordinary shares.



The Directors of Blackgold have considered the advantages and disadvantages of the Scheme and, in the absence of a superior proposal and subject to the Independent Expert's Report concluding that the Scheme is in the best interests of Blackgold shareholders (other than Vibrant and its associates):

- (a) intend to recommend that Blackgold shareholders vote in favour of the Scheme; and
- (b) intend to vote in favour of the Scheme in relation to the Blackgold shares held or controlled by them, which amount to approximately 67.1% of the total Blackgold shares on issue.

Blackgold's major shareholder and CEO/Executive Director, Mr Yuguo Peng ("Mr Peng"), holds or controls 544,500,000 Blackgold shares, comprising approximately 61.3% of Blackgold shares. Mr Peng has expressed his support for the Scheme and his intention to vote all the Blackgold shares held or controlled by him in favour of the Scheme, in the absence of a superior proposal. Mr Peng has authorised Blackgold to disclose his intentions.

Scheme Details:

Blackgold and Vibrant have signed a binding Scheme Implementation Agreement under which each party has agreed to take the steps necessary for Blackgold shareholders to vote on the Scheme and if approved, implement the Scheme.

Full details of the Scheme will be set out in a Scheme Booklet to be prepared and sent by Blackgold to all Blackgold shareholders.

If Blackgold shareholders approve the Scheme and it is implemented, then Vibrant will acquire 100% of the Blackgold shares in return for paying the scheme consideration of A\$0.045 per Scheme Share to Blackgold shareholders (save for Vibrant which as at the date of this announcement has a relevant interest in 5.8% of Blackgold shares). After implementation, Blackgold will become a wholly-owned subsidiary of Vibrant and Blackgold will cease to be listed on the ASX.

The implementation of the Scheme is subject to a number of conditions precedent set out in the Scheme Implementation Agreement, including Blackgold shareholders approving the Scheme, the Court approving the Scheme, there being no material adverse change in relation to Blackgold, Foreign Investment Review Board (FIRB) approval in Australia, Ministry of Commerce (MOFCOM) approval in People's Republic of China, and any third party consents or approvals if required. The Scheme Implementation Agreement contains termination events.

The Scheme Implementation Agreement includes obligations on the parties regarding no shop, no talk, a right to match competing proposals and a break fee which is payable in certain circumstances, full details of which are set out in the Scheme Implementation Agreement.

A full copy of the Scheme Implementation Agreement dated 28 October 2016 accompanies this announcement.



Information about Vibrant:

Vibrant is a large, leading logistics, real estate and financial services group which is head-quartered in Singapore. It offers a comprehensive range of integrated logistics services including international freight forwarding, chemical storage and logistics, warehousing and distribution and record management. Vibrant is also engaged in real estate, including property management, development and investment. It was listed on the Singapore Stock Exchange in 1995 and was formerly known as Freight Links Express Holdings Limited. Its net assets as at 30 April 2016 was approximately S\$371 million and its market capitalisation as at 27 October 2016 was approximately S\$210 million.

As at the date of this announcement, Vibrant has a relevant interest in 5.8% of shares in Blackgold. These shares are not eligible to be voted at the Scheme meeting to approve the Scheme.

Independent Expert:

Blackgold has engaged BDO to prepare an independent expert's report in relation to the Scheme, reporting whether the Scheme is in the best interests of Blackgold shareholders.

Indicative Timetable for the Scheme:

Blackgold expects that an Explanatory Statement in relation to the Scheme will be available in November/December 2016, with a Blackgold shareholder vote on the Scheme at a Scheme meeting in January/February 2017. If the Scheme is approved by Blackgold shareholders and all other Scheme conditions are satisfied or waived, then completion of the Scheme, including payment of the Scheme consideration to Blackgold shareholders, is expected to occur in February 2017.

Advisers:

Blackgold is being advised by Mills Oakley in Australia.

Vibrant is being advised by TSMP Law Corporation in Singapore and Corrs Chambers Westgarth in Australia.

Blackgold Contact:

For further information please contact:
Dr Chi Ho (James) Tong
Non-Executive Chairman
Blackgold International Holdings Limited
Contact: james88china@blackgoldglobal.net

**SCHEME
IMPLEMENTATION
DEED**

**Blackgold International
Holdings Limited**

and

Vibrant Group Limited

MILLS OAKLEY

Level 2, 225 St Georges Terrace
PERTH WA 6000
DX95 PERTH
Telephone: +61 8 6167 9800
Facsimile: +61 8 6167 9898
www.millsoakley.com.au
Ref:JA:RGM

Table of contents

Operative provisions.....	4
1 Definitions and interpretations.....	4
1.1 Definitions.....	4
1.2 Interpretation.....	10
1.3 Best and reasonable endeavours.....	11
1.4 Business Day.....	11
2 Obligations in relation to Scheme.....	12
2.1 Target to propose Scheme.....	12
2.2 Scheme Consideration.....	12
2.3 Timetable.....	12
3 Conditions to Scheme.....	12
3.1 Conditions.....	12
3.2 General obligations in relation to Conditions.....	13
3.3 Obligations in relation to Regulatory Conditions.....	14
3.4 Notice in relation to satisfaction of Conditions.....	14
3.5 Benefit and waiver of Conditions.....	14
3.6 Failure of Conditions.....	15
3.7 Certificate.....	15
3.8 Bidder Shareholder Resolutions.....	15
3.9 Third Party Consents.....	16
4 Implementation of Scheme.....	16
4.1 Target's obligations in respect of the Scheme.....	16
4.2 Bidder's obligations in respect of the Scheme.....	18
4.3 Consideration.....	19
4.4 Provision of Scheme Consideration.....	19
4.5 Scheme Consideration and Rounding.....	19
5 Obligations in relation to Bidder Shareholder Resolutions.....	19
5.1 Bidder's obligations in respect of Bidder Shareholder Resolutions.....	19
5.2 Target's obligations in respect of the Bidder Shareholder Resolutions.....	20
6 Conduct of business and access.....	20
6.1 Conduct of business.....	20
6.2 Requests for access.....	20
7 Announcements.....	21
7.1 Announcement.....	21
7.2 Other public announcements.....	21
8 Recommendation and intentions in relation to the Scheme.....	21
8.1 Target Board recommendation.....	21
8.2 Target Director intentions.....	21
8.3 Change of recommendation or intentions.....	22
9 Recommendation and intentions in relation to the Bidder Shareholder Resolutions.....	22
9.1 Bidder Board recommendation.....	22
10 Exclusivity arrangements.....	22
10.1 No current discussions.....	22
10.2 No solicitation.....	22
10.3 No talk and no due diligence.....	23
10.4 No commitments in respect of Target Competing Proposals.....	23

10.5	Competing Proposals.....	23
10.6	Right to match.....	23
10.7	Exceptions.....	24
10.8	Provision of information to a Potential Bidder.....	24
11	Break Fee.....	25
11.1	Acknowledgements.....	25
11.2	Payment of Break Fee by Target.....	25
11.3	Payment of Break Fee by Bidder.....	27
11.4	Limits on compensation.....	27
11.5	Compliance with law.....	27
12	Representations, warranties and indemnities.....	27
12.1	Bidder representations and warranties.....	27
12.2	Bidder indemnity.....	27
12.3	Target representations and warranties.....	28
12.4	Target indemnity.....	28
12.5	Notifications.....	28
12.6	Status of representations and warranties.....	28
12.7	Status and enforcement of indemnities.....	28
13	Termination.....	28
13.1	Termination by Bidder.....	28
13.2	Termination by Target.....	29
13.3	Effect of termination.....	30
14	Confidentiality.....	30
14.1	Non-disclosure of deed.....	30
14.2	Disclosure on termination of deed.....	30
15	Costs and stamp duty.....	31
15.1	Costs.....	31
15.2	Stamp duty.....	31
16	Notices.....	31
16.1	How notice to be given.....	31
16.2	When notice taken to be received.....	32
17	GST.....	33
17.1	Interpretation.....	33
17.2	Reimbursements and similar payments.....	33
17.3	GST Payable.....	33
17.4	No Merger.....	33
18	General.....	34
18.1	Variation.....	34
18.2	Waiver.....	34
18.3	Further acts and documents.....	34
18.4	Consents.....	34
18.5	Counterparts.....	34
18.6	Entire agreement.....	34
18.7	No assignment.....	34
19	Governing law and jurisdiction.....	34
19.1	Governing law.....	34
19.2	Jurisdiction.....	34
	Schedule 1 – Timetable.....	36
	Schedule 2 – Bidder representations and warranties.....	37

Schedule 3 – Target representations and warranties and Target Prescribed	
Events	39
Part A Target Representations and Warranties.....	39
Part B Target Prescribed Events.....	41
Schedule 4 – Target’s capital structure	44

Scheme Implementation Deed

Parties

Name:	Blackgold International Holdings Limited	("Target")
ACN:	145 095 478	
Address:	c/- Minerva Corporate Suite J, level 2 1139 Hay Street West Perth Western Australia, 6005	

Name:	Vibrant Group Limited	("Bidder")
Company registration number :	198600061G	
Address:	51 Penjuru Road #04-00 Freight Links Express Logisticentre Singapore 609143	

Background

- (A) Bidder and Target have agreed to a proposal whereby Bidder will acquire all of the Scheme Shares in the Target in return for providing the Scheme Consideration to the Scheme Shareholders, pursuant to a scheme of arrangement under section 411 of the Corporations Act 2001 (Cth).
- (B) Target has agreed to propose the Scheme and issue the Explanatory Memorandum at the request of Bidder, and Target and Bidder have agreed to implement the Scheme on the terms and conditions set out in this deed.

Operative provisions
1 Definitions and interpretations

1.1 Definitions

In this deed:

"Announcement" means an announcement in respect of the transactions contemplated by this deed in the form agreed by the parties and to be announced to ASX.

"ASIC" means the Australian Securities and Investments Commission.

"ASX" means ASX Limited ACN 008 624 691 or the financial market it operates, where the context requires.

"ASX Listing Rules" means the official listing rules of ASX.

"Bidder Announcement" means an announcement in respect of the transactions contemplated by this deed in the form agreed by the parties and to be announced to the Singapore Stock Exchange.

“Bidder Board” means the board of directors of Bidder.

“Bidder Director” means a director of Bidder.

“Bidder Group” means Bidder and each of its Subsidiaries.

“Bidder Information” means such information regarding Bidder and the Bidder Group provided by or on behalf of Bidder to Target or the Independent Expert to enable the Explanatory Memorandum to be prepared and completed.

“Bidder Share” means a fully paid, ordinary share in the share capital of Bidder.

“Bidder Shareholder” means each person who is registered as a holder of a Bidder Share.

“Bidder Shareholder Resolutions” means such ordinary resolutions (unless specified to the contrary) of Bidder Shareholders as may be necessary.

“Bidder Technical Expert” means the expert to be engaged by Bidder to prepare the Bidder Technical Report (if required).

“Bidder Technical Report” means the report from the Bidder Technical Expert for the purposes of the Circular (if required).

“Bidder Warranties” means the representations and warranties made by Bidder in **clause 12.1**.

“Break Fee” means an amount equal to the greater of 1% of the Scheme Consideration and A\$250,000.

“Business Day” is any day that is both a Business Day within the meaning given in the ASX Listing Rules and a day that banks in Perth, Western Australia and in Singapore are open for business.

“CHESS” means Clearing House Electronic Sub register System operated by ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 532.

“Circular” means the circular to be prepared by Bidder in respect of the Bidder Shareholder Resolutions (if applicable) in accordance with the terms of this deed and to be despatched to Bidder Shareholders, and includes the notice of meeting, proxy form and voting instruction form to be delivered to Bidder Shareholders together with such circular.

“Condition” means a condition to the Scheme set out in **clause 3.1**.

“Confidentiality Agreement” means the mutual confidentiality and non-disclosure agreement between Target and Bidder dated 12 October 2016.

“Convertible Bonds” means the unsecured convertible bonds, with a total face value of up to SGD 25,000,000, issued by the Target to Lionheart Holding Group Corp, a wholly owned subsidiary of the Bidder of which SGD 18,750,000 convertible bonds have been issued and subscribed and SGD 6,250,000 remain unsubscribed, comprising the only convertible bonds issued by the Target.

“Corporations Act” means the Corporations Act 2001 (Cth).

“Court” means the Federal Court of Australia or such other court of competent jurisdiction as Target and Bidder agree in writing.

“Deed Poll” means a deed poll to be executed by Bidder in favour of Scheme Shareholders, which is consistent or materially consistent with the terms set out in this deed.

“Disclosure Letter” means the letter executed by Target and given to Bidder (or by Bidder and given to Target, as the case may be) immediately before execution of

this deed containing disclosures relating to the Target Warranties (or Bidder Warranties, as the case may be).

"Disclosure Materials" means:

- (a) in respect of Bidder, all material filed by Bidder on the Singapore Stock Exchange under Bidder's profile or information otherwise fairly disclosed by Bidder in writing to Target (including by way of a Disclosure Letter); and
- (b) in respect of Target, material released by Target to ASX on the Company Announcements Platform or information otherwise fairly disclosed by Target in writing to Bidder (including by way of a Disclosure Letter),

in all cases prior to the date of this deed.

"Effective" means, when used in relation to the Scheme, the coming into effect, pursuant to 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 the Scheme.

"Effective Date" means the date on which the Scheme becomes Effective.

"End Date" means 5pm Perth time on Friday, 28 April 2017 or such later date agreed by the parties in writing.

"Excluded Shares" means any Target Shares held by, or by any person on behalf of or for the benefit of, Bidder or its Related Bodies Corporate.

"Exclusivity Period" means the period commencing on the date of this deed and ending on the earlier of:

- (a) the date this deed is lawfully terminated in accordance with its terms; and
- (b) the Implementation Date; and
- (c) the End Date.

"Explanatory Memorandum" means the information to be dispatched to Scheme Shareholders and approved by the Court, including the Scheme, explanatory statement in relation to the Scheme issued pursuant to section 412 of the Corporations Act and registered with ASIC, the Independent Expert's Report, the Deed Poll, a copy of this document and the notice convening the Scheme Meeting (together with proxy forms).

"First Court Date" means the first day of hearing of an application made to the Court for orders pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

"Group" means, in respect of a party, that party and its Subsidiaries.

"Implementation Date" means the date which is 5 Business Days after the Record Date (or such other date as Target and Bidder agree in writing).

"Independent Expert" means the independent expert to be engaged by Target to express an opinion on whether the Scheme is in the best interests of Scheme Shareholders.

"Independent Expert's Report" means the report from the Independent Expert for inclusion in the Explanatory Memorandum, and any updates to such report that the Independent Expert issues.

"Material Adverse Change" means, in respect of the Target, any one or more events, occurrences or matters which individually or when aggregated with all such

events, occurrences or matters of a like kind or category, has (or would be likely to have):

- (a) a material adverse effect on:
- (i) the business, properties, financial condition, results, operations or prospects of the Target's Group, taken as a whole; or
 - (ii) the Target's consolidated net assets,
of at least A\$10 million, other than:
 - (A) an event, occurrence or matter required to be undertaken or procured pursuant to this deed, or the Scheme;
 - (B) to the extent that an event, occurrence or matter was announced to the Stock Exchange or otherwise fairly disclosed in the Disclosure Materials or in writing to the other party prior to the date of this deed;
 - (C) as a result of the release of the Announcement;
 - (D) any change (excluding changes to taxation laws or policies) in accounting standards, law, regulation or policy;
 - (E) a change in the price of coal, or any other event, occurrence or matter affecting the coal mining industry generally;
 - (F) general economic, financial, currency exchange, securities or commodity market conditions;
 - (G) any outbreak or escalation of hostilities or armed conflict;
 - (H) any change in the market price of Target Shares; or
 - (I) an event that affects the other party in a substantially consistent and proportionate manner,
- (b) without limiting the generality of paragraph (a):
- (i) the effect of diminishing the value of the net assets of the Target Group by an amount of A\$10 million or more, as compared to the value of the net assets of the Target Group set out in its consolidated balance sheet as at 31 July 2016; or
 - (ii) the effect of reducing in any financial year earnings before interest, tax, depreciation, amortisation and impairments of the Target Group by an amount of A\$3 million or more,

which would not otherwise have occurred but for that event, occurrence or matter.

“Material Adverse Matter” means, in respect of the Target, any one or more events, occurrences or matters which individually or when aggregated with all such events, occurrences or matters of a like kind or category which has occurred but is not in the public domain at the date of this deed or has not been disclosed to the Bidder before the date of this deed and which had it occurred after the date of this deed would have been a Material Adverse Change.

“Official List” means the official list of entities that ASX has admitted but not removed.

“Official Quotation” means official quotation of securities by ASX in accordance with the ASX Listing Rules.

“Policy Statements” means all regulatory guides published by ASIC and in force at the date of this deed.

“Record Date” means the date which is 5 Business Days after the Effective Date.

“Regulatory Authority” means:

- (a) any government, semi-government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission, administrative, fiscal or judicial body (including the Court), tribunal or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange, including without limitation the ASX and Singapore Stock Exchange.

“Regulatory Conditions” means in relation to the Scheme, the Conditions set out in **clauses 3.1(f), 3.1(g), 3.1(h), 3.1(i), 3.1(j), 3.1(k), 3.1(l) and 3.1(m)**.

“Related Body Corporate” has the meaning given in section 9 of the Corporations Act.

“Relevant Interest” has the meaning given in section 9 of the Corporations Act.

“Representative” means in respect of a party, its Related Bodies Corporate and each director, officer, employee, advisor, agent or representative of that party and its Related Bodies Corporate.

“Scheme” means the scheme of arrangement under Part 5.1 of the Corporations Act between Target and the Scheme Shareholders, pursuant to which all Scheme Shares will be transferred to Bidder on the Implementation Date in return for payment of the Scheme Consideration to the Scheme Shareholders.

“Scheme Consideration” means A\$0.045 cash for each Scheme Share held by a Scheme Shareholder, or such other amount as agreed between Bidder and Target.

“Scheme Meeting” means the meeting to be convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act.

“Scheme Share” means each Target Share on issue at 5.00 pm on the Record Date other than the Excluded Shares.

“Scheme Shareholder” means each person who is registered in the Target Share Register as a holder of a Scheme Share as at the Record Date (other than the Bidder).

“Second Court Date” means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

“Singapore Securities Laws” means all applicable Singapore securities laws and the rules and regulations thereunder, together with all applicable published instruments, notices and orders of the securities regulatory authorities thereof.

“Singapore Stock Exchange” means the Singapore Exchange Securities Trading Limited.

“Stock Exchange” means ASX and/or Singapore Stock Exchange, as the context requires.

“Subsidiary” means a subsidiary within the meaning given to that term in section 9 of the Corporations Act.

“Superior Proposal” means a Target Competing Proposal which:

- (a) in the determination of the Target Board acting in good faith, is reasonably capable of being completed without undue delay, taking into account both the nature and all terms and conditions of the Target Competing Proposal and the person or persons making it; and
- (b) in the determination of the Target Board acting in good faith, after receiving the advice of its external legal and financial advisers, would, if completed substantially in accordance with its terms, result in a transaction more favourable to the Scheme Shareholders.

“Takeovers Panel” means the Takeovers Panel in Australia constituted under the *Australian Securities and Investments Commission Act 2001* (Cth).

“Target Board” means the board of directors of Target.

“Target Circular Information” means all information regarding Target and its Related Bodies Corporate that is required by all Singapore Securities Laws to be included or incorporated by reference in the Circular (as applicable), including all required financial statements prepared in accordance therewith.

“Target Competing Proposal” means a transaction or arrangement pursuant to which (other than as contemplated pursuant to this deed) a Third Party will, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms:

- (a) directly or indirectly acquire, have a right to acquire or otherwise acquire an economic interest in, all or a majority of the business of the Target Group;
- (b) acquire a Relevant Interest in any Target Shares, as a result of which the Third Party will have a Relevant Interest in 20% or more of the Target Shares;
- (c) otherwise acquire control of Target or the Target Group within the meaning of section 50AA of the Corporations Act; or
- (d) otherwise directly or indirectly acquire, merge with, or acquire a significant shareholding or economic interest in Target or its businesses, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction, share buy-back sale or purchase of assets, joint venture, reverse takeover, dual-listed company structure, recapitalisation, establishment of a new holding company for the Target Group or other synthetic merger or any other transaction or arrangement.

“Target Director” means a director of Target.

“Target EM Information” means all information included in the Explanatory Memorandum, other than the Independent Expert's Report and the Target's Technical Report.

“Target Group” means Target and each of its Subsidiaries.

“Target Prescribed Event” means the occurrence of any of the events set out in Part B of Schedule 3, other than as required to be undertaken or procured by the Target Group pursuant to this deed or the Scheme, and provided that a Target Prescribed Event will not include a matter:

- (a) required to be done or procured by Target pursuant to this deed or the Scheme;
- (b) which a party is permitted to do, or not to do, under **clause 10.7** whilst the Exclusivity Period continues;

- (c) in relation to which Bidder has expressly consented in writing; or
- (d) fairly disclosed in the Target Disclosure Materials or which has been announced by Target on a Stock Exchange prior to the date of this deed.

“**Target Share**” means a fully paid ordinary share in the share capital of Target.

“**Target Share Register**” means the register of members of Target maintained by or on behalf of Target in accordance with section 168(1) of the Corporations Act.

“**Target Technical Expert**” means the expert to be engaged by Target to prepare the Target Technical Report.

“**Target Technical Report**” means the report from the Target Technical Expert reporting on the value of the Target’s assets, and any updates to such report that the Target Technical Expert issues.

“**Target Warranties**” means the representations and warranties made by Target in **clause 12.3**.

“**Third Party**” means a person who is neither a party to this deed, nor any Related Body Corporate of a party to this deed, including without limitation any individual, corporation, partnership, party, trust, fund, association and or other organised group of persons or combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding which is not a party to this deed.

“**Third Party Consent**” means a consent, agreement, waiver, licence, permit or approval from or by a party (other than the Bidder or its associates) that is required in respect of the Target or any of its subsidiaries in relation to the change of control of the Target Group or is otherwise required so as to not cause or give rise to a termination right or a breach of an agreement, permit, licence or approval to which that Target Group member is a party.

“**Timetable**” means the indicative timetable in relation to the Scheme and the Bidder Shareholder Resolutions set out in **Schedule 1**, or such other indicative timetable as may be agreed in writing by the parties.

1.2 Interpretation

In this deed headings are for convenience only and do not affect the interpretation of this deed and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word indicating a gender includes every other gender;
- (b) the word “**including**” or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a “**person**” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (h) a reference to a statute includes any regulations or other instruments made under it and a reference to a statute or any regulation or other instrument made under it or a provision of any such statute, regulation or instrument includes consolidations, amendments, re-enactments and replacements;
- (i) a reference to a “**liability**” incurred by any person includes any liability of that person arising from or in connection with any obligation (including indemnities and all other obligations owed as principal or guarantor) whether liquidated or not, whether present, prospective or contingent and whether owed, incurred or imposed by or to or on account of or for the account of that person alone, severally or jointly or jointly and severally with any other person;
- (j) a reference to a “**loss**” incurred by any person includes any loss, liability, damage, cost, charge, expense which the person pays, incurs or is liable for and any other diminution of value of any description which the person suffers, including all liabilities on account of taxes or duties, all interest, penalties, fines and other amounts payable to third parties and all legal expenses (on a full indemnity basis without necessity of taxation) and other expenses in connection with investigating or defending any claim, action, demand or proceeding, whether or not resulting in any liability, and all amounts paid in settlement of any such claims;
- (k) a reference to any time is a reference to that time in Perth, Australia;
- (l) a reference to “**A\$**” or “**dollar**” is to Australian currency;
- (m) a reference to “**S\$**” or “**SGD**” is to Singaporean currency;
- (n) this deed or a provision of this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

1.3 Best and reasonable endeavours

Any provision of this deed which requires a party to use best endeavours or reasonable endeavours, or to take all steps reasonably necessary, to procure that something is performed or occurs does not include any obligation:

- (a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person; or
- (b) to commence any legal action or proceeding against any person, to procure that that thing is done or happens, except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority or any other amount required to be paid to a Regulatory Authority in order to complete the transactions contemplated in this deed,

except where that provision expressly specifies otherwise.

1.4 Business Day

Except where otherwise expressly provided, where under this deed the day on which any act, matter or thing is to be done a day other than a Business Day is, such act matter or thing shall be done on the immediately following Business Day.

2 Obligations in relation to Scheme

2.1 Target to propose Scheme

Target agrees to propose and (subject to it becoming Effective) implement the Scheme on and subject to the terms and conditions of this deed.

2.2 Scheme Consideration

Bidder covenants in favour of Target that in consideration for the transfer to Bidder of Scheme Shares held by Scheme Shareholders under the terms of the Scheme, Bidder will, subject to the Scheme becoming Effective, provide or cause to be provided the Scheme Consideration to Scheme Shareholders (for each Scheme Share held on the Record Date) in accordance with the terms of the Scheme, the Deed Poll and this deed.

2.3 Timetable

Each party agrees to use its best endeavours to complete its obligations under this deed substantially in accordance with the Timetable.

3 Conditions to Scheme

3.1 Conditions

The Scheme will not become Effective until each of the following conditions has been fulfilled or validly waived in accordance with **clause 3.5**:

- (a) no Material Adverse Change in respect of Target occurs or becomes known to Bidder, and no Material Adverse Matter in respect of Target becomes known to Bidder, after the date of this deed and before 8.00 am on the Second Court Date;
- (b) no Target Prescribed Event occurs or becomes known to Bidder after the date of this deed and before 8.00 am on the Second Court Date;
- (c) the Target Warranties are true and correct in all material respects on the date of this deed and as at 8.00 am on the Second Court Date (unless any warranty relates to an earlier date, in which case as at such date);
- (d) the Bidder Warranties are true and correct in all material respects on the date of this deed and as at 8.00 am on the Second Court Date (unless any warranty relates to an earlier date, in which case as at such date);
- (e) the Independent Expert issues the Independent Expert's Report which concludes that the Scheme is in the best interests of Scheme Shareholders before the date on which the Explanatory Memorandum is registered by ASIC under the Corporations Act and the Independent Expert does not change that conclusion or withdraw its report prior to 8.00 am on the Second Court Date;
- (f) Scheme Shareholders approve the Scheme by the majorities required under section 411(4)(a) of the Corporations Act in relation to the Scheme Meeting convened by the Court;
- (g) the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act;
- (h) the Treasurer of the Commonwealth of Australia has either:
 - (i) provided written notice which is unconditional or subject only to conditions reasonably acceptable to both Bidder and Target that there is no objection under the Foreign Acquisitions and

- Takeovers Act 1975 (Cth) or Australian foreign investment policy to the Scheme; or
- (ii) become precluded from exercising any power to make an order under the Foreign Acquisitions and Takeovers Act 1975 (Cth) in relation to the Scheme;
- (i) before 8.00 am on the Second Court Date, ASIC has issued or provided such consents, waivers or approvals or done such other things as are reasonably necessary to implement the Scheme;
 - (j) before 8.00 am on the Second Court Date, Bidder Shareholders approve the Bidder Shareholder Resolutions by the requisite majorities;
 - (k) before 8.00 am on the Second Court Date, ASX provides such consents and approvals as are reasonably necessary to implement the Scheme, subject to any conditions which ASX may reasonably require, including implementation of the Scheme;
 - (l) no Regulatory Authority has:
 - (i) undertaken a judicial proceeding seeking to enjoin, restrain or otherwise prohibit or impose adverse conditions on the Scheme which remain in effect as at 8.00 am on the Second Court Date;
 - (ii) issued an order, decree or ruling prohibiting or imposing adverse conditions on or otherwise preventing completion of the Scheme which remains in effect as at 8:00 am on the Second Court Date; or
 - (iii) declined to issue an order, decree, ruling, notification or communication by 8.00 am on the Second Court Date that is required for the Scheme to be implemented in accordance with this deed;
 - (m) Bidder receives all consents and/or approvals required by the Ministry of Commerce in People's Republic of China for the implementation of the Scheme on terms acceptable to Bidder, acting reasonably (if applicable); and
 - (n) before 8.00am on the Second Court Date, all required Third Party Consents are granted or obtained by the relevant member of the Target Group in respect of or in connection with the Scheme, on terms acceptable to Bidder (acting reasonably), and those Third Party Consents are not withdrawn, cancelled or revoked before that time.

3.2 General obligations in relation to Conditions

Without prejudice to any other obligations of the parties under this deed:

- (a) each party must use its best endeavours to ensure that each of the Conditions for which it is responsible is satisfied as soon as practicable after the date of this document, or continues to be satisfied at all times until the last time it is to be satisfied (as the case may require), with a view to the Effective Date occurring on or before the End Date
- (b) both parties must use their best endeavours to ensure (including by way of the timely provision of information) that the Independent Expert's Report is completed before the date on which the Explanatory Memorandum is registered by ASIC under the Corporations Act; and

- (c) neither party shall take any action that will or is likely to hinder or prevent the satisfaction of any Condition except to the extent that such action is required to be done or procured pursuant to, or is otherwise permitted by, this deed or is required by law.

3.3 Obligations in relation to Regulatory Conditions

Each party must use its best endeavours to ensure that the Regulatory Conditions are satisfied as soon as practicable after the date of this deed and in particular Target and Bidder must each, as soon as practicable after the date of this deed, file or cause to be filed with each relevant Regulatory Authority any notifications required by it with regard to the transactions contemplated by the Scheme.

3.4 Notice in relation to satisfaction of Conditions

Each party must:

- (a) keep the other promptly and reasonably informed of the steps it has taken and of its material progress towards satisfaction of the Conditions; and
- (b) in relation to any Condition notify the other party in writing upon becoming aware of:
 - (i) the satisfaction of that Condition, in which case the notifying party must also provide reasonable evidence the Condition has been satisfied; and
 - (ii) any fact or circumstance which results in that Condition becoming incapable of satisfaction or may result in that Condition not being satisfied in accordance with its terms.

3.5 Benefit and waiver of Conditions

- (a) The Condition(s) to the Scheme in **clauses 3.1(a), 3.1(b), and 3.1(c)** are for the sole benefit of Bidder and any breach or non-fulfilment of those Conditions may only be waived by Bidder by notice in writing to Target.
- (b) The Conditions to the Scheme in **clauses 3.1(d) and 3.1(e)** are for the sole benefit of Target and any breach or non-fulfilment of those Conditions may only be waived by Target by notice in writing to Bidder.
- (c) The Conditions to the Scheme in **clauses 3.1(h), 3.1(i), 3.1(j), 3.1(k), 3.1(l), 3.1(m) and 3.1(n)** are for the benefit of both parties and any breach or non-fulfilment of those conditions can only be waived with the consent of both parties.
- (d) The Conditions to the Scheme in **clauses 3.1(f) and 3.1(g)** are for the benefit of both parties and may not be waived.
- (e) A party entitled to waive a Condition under this **clause 3.5** may do so in its absolute discretion.
- (f) If a waiver by a party of a Condition is itself expressed to be conditional and the other party does not accept the conditions thereto, the relevant Condition has not been waived.
- (g) If a party waives the breach or non-fulfilment of any of the Conditions, that waiver will preclude it from suing the other party for any breach of this deed that resulted from the breach or non-fulfilment of the Condition that was waived or arising from the same event which gave rise to the breach or non-fulfilment of the condition.

- (h) Unless expressed as such in the waiver, waiver of a breach or non-fulfilment in respect of one Condition does not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition resulting from the same event; or
 - (ii) a waiver of breach or non-fulfilment of that Condition resulting from any other event.
- (i) Any waiver must be in writing.

3.6 Failure of Conditions

- (a) If any Condition that is stated in **clause 3.5** to be for the benefit of a party (in this **clause 3.6**, first party) (whether or not the Condition is also stated to be for the benefit of the other party):
 - (i) becomes incapable of satisfaction; or
 - (ii) has not been satisfied or waived in accordance with **clause 3.5** before the End Date,

the first party may serve notice on the other party requiring it to consult in good faith with a view to extending the date for satisfaction of the relevant Condition, or adjourning or changing the date of the application to the Court for an order pursuant to section 411(4)(b) of the Corporations Act or determining whether the Scheme may proceed by way of an alternative approach and if so, to agree on the terms of such alternative approach.

- (b) If the parties are unable to reach agreement under **clause 3.6(a)** within 5 Business Days after the delivery of the notice under that clause, or no such notice is given within 5 Business Days of such notice first being capable of being delivered, the first party may, if the relevant Condition is a Condition to the Scheme, terminate this deed by notice in writing to the other party, provided that the first party shall not be permitted to terminate this deed in respect of the relevant Condition becoming incapable of satisfaction, or not being satisfied before the End Date, if a failure by such party to comply with its obligations under this deed directly and materially contributed to the relevant Condition becoming incapable of satisfaction, or not being satisfied before the End Date.

3.7 Certificate

Target (and, if necessary for the Scheme to proceed, Bidder) must provide to the Court at the Second Court Hearing a certificate confirming that all Conditions (other than the Conditions referred to in **clause 3.1(g)**) have been satisfied or waived in accordance with the terms of this deed.

3.8 Bidder Shareholder Resolutions

If Bidder Shareholder Resolutions are not sought and obtained as a Condition pursuant to **clause 3.1(j)** above by 8.00 am on the Second Court Date (Bidder Shareholders approve the Bidder Shareholder Resolutions by the requisite majorities), then this condition is deemed to be automatically waived by the Bidder at 8.00 am on the Second Court Date.

3.9 Third Party Consents

If:

- (a) Third Party Consents are not sought and obtained as a Condition pursuant to **clause 3.1(n)** above by 8.00 am on the Second Court Date; and
- (b) no actual third party consent requirement or requirements have been identified,

then this condition 3.1(n) is deemed to be automatically waived at 8.00 am on the Second Court Date.

4 Implementation of Scheme

4.1 Target's obligations in respect of the Scheme

Target must take all steps reasonably necessary to propose and implement the Scheme as soon as is reasonably practicable after the date of this deed and so as to complete the transaction substantially in accordance with the Timetable (unless otherwise agreed by the parties acting reasonably and in good faith), and in particular Target must:

- (a) promptly prepare the Explanatory Memorandum in accordance with the requirements of all applicable laws, the ASX Listing Rules and the Policy Statements;
- (b) promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report for inclusion in the Explanatory Memorandum;
- (c) make available to Bidder such drafts of the Explanatory Memorandum as are reasonably requested by Bidder, including all drafts of the Independent Expert's Report (and any other specialist report included in the Independent Expert's Report) received by Target, for the purposes of verifying the factual accuracy of the draft materials;
- (d) provide to Bidder a revised draft of the Explanatory Memorandum within a reasonable time before the draft is finalised to enable Bidder to review such draft at least three Business Days before its submission to ASIC under **clause 4.1(h)(i)**;
- (e) consult with Bidder in relation to the content of those drafts (including inclusion of any Bidder Information);
- (f) consider in good faith, for the purpose of amending those drafts, comments from Bidder and its Representatives on those drafts; and
- (g) obtain approval from Bidder to use any Bidder Information in the preparation of the Explanatory Memorandum as set out in **clause 4.1(a)**;
- (h) as soon as reasonably practicable but no later than 14 days before the First Court Date provide an advanced draft of the Explanatory Memorandum
 - (i) to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act; and
 - (ii) to Bidder;

- (i) apply to ASIC for the production of statements in writing pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (j) provided that the confirmation referred to in **clause 4.2(d)(i)** has been received, lodge all documents with the Court and take all other reasonable steps to ensure that an application is heard by the Court for an order under section 411(1) of the Corporations Act directing Target to convene the Scheme Meeting;
- (k) if required, request ASIC to register the explanatory statement included in the Explanatory Memorandum in relation to the Scheme in accordance with section 412(6) of the Corporations Act;
- (l) take all steps necessary to comply with the orders of the Court including, as required, dispatching the Explanatory Memorandum to the Scheme Shareholders convening and holding the Scheme Meeting;
- (m) if the resolutions submitted to the Scheme Meeting in relation to the Scheme respectively are passed by the majorities required under section 411(4)(a) of the Corporations Act, apply to the Court for orders approving the Scheme;
- (n) if the Scheme is approved by the Court:
 - (i) promptly lodge with ASIC an office copy of the orders approving the Scheme in accordance with section 411(10) of the Corporations Act;
 - (ii) close the Target Share Register as at 5.00 pm on the Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and provide such information to Bidder (or its share registry) in such form as Bidder may reasonably require to facilitate the payment of the Scheme Consideration;
 - (iii) promptly register all transfers of Scheme Shares to Bidder in accordance with the Scheme;
 - (iv) take all reasonable steps to maintain Target's listing on ASX, notwithstanding any suspension of the quotation of Target Shares, up to and including the Implementation Date, including making appropriate applications to ASX; and
 - (v) promptly do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme;
- (o) ensure that the Explanatory Memorandum:
 - (i) as at the date of the Explanatory Memorandum is despatched to Scheme Shareholders, other than in relation to the Bidder Information, is not misleading or deceptive in any material respect (whether by omission or otherwise); and
 - (ii) will be updated by all such further or new information which may arise after the Explanatory Memorandum has been despatched until the date of the Scheme Meeting which is necessary to ensure that the Target Information is not misleading or deceptive in any material respect (whether by omission or otherwise).

4.2 Bidder's obligations in respect of the Scheme

Bidder must take all steps reasonably necessary to assist Target to implement the Scheme as soon as is reasonably practicable and so as to complete the transaction substantially in accordance with the Timetable (unless otherwise agreed by the parties acting reasonably and in good faith) and in particular Bidder must:

- (a) accept responsibility for and take reasonable care to ensure that all Bidder Information provided to the Target is fair and accurate and that no material facts are omitted, the omission of which would make the Bidder Information misleading;
- (b) promptly provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report;
- (c) as soon as reasonably practicable after receipt from Target of a draft of the Explanatory Memorandum provided in accordance with **clause 4.1(c)**, provide any suggested changes to Bidder Information in that draft;
- (d) as soon as reasonably practicable after receipt from Target of the draft of the Explanatory Memorandum provided in accordance with **clause 4.1(c)**, act reasonably in providing the approval contemplated by **clause 4.1(g)** and either:
 - (i) confirm in writing to Target that the Bidder Information referring to or relating to the Bidder (in the form and context in which it appears in the Explanatory Memorandum) is not misleading or deceptive in any material respect and does not contain any material omission; or
 - (ii) provide to Target:
 - (A) the changes required to ensure that the Bidder Information referring to or relating to the Bidder (in the form and context in which it appears in the Explanatory Memorandum) is not misleading or deceptive and does not contain any material omission; and
 - (B) all such further or new information of which Bidder becomes aware after the First Court Date until the Implementation Date that is required to ensure that the Bidder Information referring to or relating to the Bidder (in the form and context in which it appears in the Explanatory Memorandum) is not misleading or deceptive in any material respect and does not contain any material omission;
- (e) prior to the First Court Date, enter into (and procure that Bidder enters into) the Deed Poll and deliver executed versions to Target; and
- (f) if the Scheme becomes Effective:
 - (i) procure that Bidder accepts a transfer of all Scheme Shares in accordance with the Scheme; and
 - (ii) provide or cause to be provided the Scheme Consideration on the Implementation Date in accordance with the Scheme.

4.3 Consideration

Bidder agrees (and covenants in favour of Target) that, subject to the Scheme becoming Effective, in consideration of the transfer to Bidder of each Scheme Share held by a Scheme Shareholder under the Scheme, Bidder will provide or cause to be provided the Scheme Consideration to each Scheme Shareholder (for each Scheme Share held by it) on the Implementation Date.

4.4 Provision of Scheme Consideration

Subject to the Scheme becoming Effective, the Bidder covenants in favour of the Target (in its own right and separately as trustee or nominee for each of the Scheme Shareholders), that in consideration for the transfer to Bidder of the Scheme Shares held by a Scheme Shareholder under the terms of the Scheme, Bidder will on the Implementation Date:

- (a) accept that transfer of Scheme Shares; and
- (b) in accordance with the Deed Poll and this deed, pay each Scheme Shareholder the Scheme Consideration.

4.5 Scheme Consideration and Rounding

Scheme Consideration payments to individual Scheme Shareholders will be rounded down to the nearest whole cent.

5 Obligations in relation to Bidder Shareholder Resolutions

5.1 Bidder's obligations in respect of Bidder Shareholder Resolutions

Bidder must take all steps reasonably necessary to obtain the approval of the Bidder Shareholder Resolutions (if applicable) by the requisite majorities as soon as is reasonably practicable after the date of this deed and, in any event, in accordance with the Timetable, and in particular Bidder must if required:

- (a) prepare the Circular in accordance with the requirements of all applicable corporate and Singapore Securities Laws and the applicable rules and policies of the Singapore Stock Exchange, provide a draft to Target and provide Target and its advisers with a reasonable opportunity to provide suggested amendments to that draft prior to the issue of the Circular. If any such suggested amendments relate to the Target Circular Information, Bidder must consider in good faith such suggested amendments unless such suggested amendments would result in a misrepresentation being included in the Circular;
- (b) promptly appoint a Bidder Technical Expert if required and provide all assistance and information reasonably requested by the Bidder Technical Expert in connection with the preparation of the Bidder Technical Report for filing concurrently with the filing of the Circular and disclosure in the Circular (and Bidder shall be responsible for all costs and expenses of, and relating to, the appointment of the Bidder Technical Expert and the preparation of the Bidder Technical Report);
- (c) dispatch the Circular to the Bidder Shareholders and convene and hold the meeting at which the Bidder Shareholder Resolutions are proposed;
- (d) if the Bidder Shareholder Resolutions are passed by the requisite majorities, do all such things as are required to give full effect to those resolutions; and
- (e) until the Implementation Date, promptly inform Target if it becomes aware that the Circular contains a misrepresentation.

5.2 Target's obligations in respect of the Bidder Shareholder Resolutions

Target must take all steps reasonably necessary to assist Bidder to obtain the approval of the Bidder Shareholder Resolutions (if applicable) by the requisite majorities as soon as is reasonably practicable after the date of this deed and, in any event, in accordance with the Timetable, and in particular Target must:

- (a) provide to Bidder the Target Circular Information requested by Bidder in a form reasonably specified by Bidder as appropriate for inclusion in the Circular;
- (b) promptly provide all assistance and information reasonably requested by any Bidder Technical Expert (if required) to enable it to prepare the Bidder Technical Report for filing concurrently with the filing of the Circular and disclosure in the Circular;
- (c) as soon as reasonably practicable after receipt from Bidder of a draft of the Circular provided in accordance with **clause 5.1(a)**, either:
 - (i) confirm in writing to Bidder that the Target Circular Information in the form and context in which it appears in the Circular does not contain a misrepresentation; or
 - (ii) provide to Bidder the changes required to ensure that the Target Circular Information in the form and context in which it appears in the Circular does not contain a misrepresentation; and
- (d) provide to Target all such further or new information of which Target becomes aware until the Implementation Date that is required to ensure that the Target Circular Information in the form and context in which it appears in the Circular does not contain a misrepresentation.

6 Conduct of business and access

6.1 Conduct of business

From the date of this deed to the Implementation Date, Target must:

- (a) not do anything that would constitute a Target Prescribed Event; and
- (b) use its best endeavours to procure that the Target Group conducts its businesses in the ordinary and proper course of business of the Target Group and in accordance with applicable laws except in relation to any matter required to be done or procured by Target pursuant to, or which is otherwise permitted by, this deed or the Scheme.

6.2 Requests for access

- (a) From the date of this deed to the Implementation Date, Target will in good faith, on request from Bidder, provide to Bidder reasonable access at reasonable times to:
 - (i) members of the Target Board or senior management and to such other personnel as are requested by Bidder (acting reasonably);
 - (ii) records and premises of the Target Group, unless the provision of any such access is prohibited by law; and
 - (iii) other Target business sites and locations, unless the provision of such access is prohibited by law.

- (b) From the date of this deed to the Implementation Date, Bidder will in good faith, on request from Target, provide to Target reasonable access at reasonable times to:
- (i) members of the Bidder Board or senior management and to such other personnel as are requested by Target (acting reasonably);
 - (ii) records and premises of the Bidder Group, unless the provision of any such access is prohibited by law; and
 - (iii) other Bidder business sites and locations, unless the provision of such access is prohibited by law,
- for the sole purpose of implementing the Scheme, including the satisfaction of the Conditions and for the purpose of conducting due diligence on the Target to the Bidder's satisfaction (and any other purpose agreed between the parties).

7 Announcements

7.1 Announcement

Immediately after the execution of this deed:

- (a) Target must issue the Announcement to the ASX; and
- (b) Bidder must issue the Bidder Announcement to the Singapore Stock Exchange.

7.2 Other public announcements

- (a) Subject to **clause 7.2(b)**, each party must consult with the other prior to making any other public announcement in connection with the Scheme.
- (b) Where a party is required by law, the ASX Listing Rules or the rules and policies of the Singapore Securities Exchange to make any announcement or make any disclosure relating to a matter the subject of the Scheme, it must, to the extent practicable, consult with the other party as to the content of that announcement or disclosure, unless acting reasonably a party considers that an immediate announcement is required to be made.

8 Recommendation and intentions in relation to the Scheme

8.1 Target Board recommendation

The Target Board must, in the Announcement, the Explanatory Memorandum and in any other public statements made by the Target or any Target Director in relation to the Scheme or the Bidder, unanimously recommend that Scheme Shareholders vote in favour of the Scheme, in both cases in the absence of a Superior Proposal for Target, subject only to the Independent Expert concluding that the Scheme is in the best interests of Scheme Shareholders.

8.2 Target Director intentions

Target:

- (a) warrants that as at the date of this deed, each Target Director has advised they will declare; and
- (b) shall procure that each Target Director continues to declare,

in the Announcement, in the Explanatory Memorandum and in any other public statements made by the Target or any Target Director in relation to the Scheme or the Bidder his or her intention, in the absence of a Superior Proposal for Target and

subject to the Independent Expert concluding that the Scheme is in the best interests of Scheme Shareholders, to vote in favour of the Scheme any Target Shares in which they have a Relevant Interest and in respect of which they have power to vote.

8.3 Change of recommendation or intentions

The Target Board may change or withdraw its recommendation and any Target Director may announce his or her intention to vote against the Scheme or to abstain from voting on the Scheme any Target Shares in which they have a Relevant Interest and in respect of which they have power to vote, if:

- (a) the Independent Expert fails to conclude that the Scheme is in the best interests of Scheme Shareholders (or having given a report that, in the opinion of the Independent Expert, the Scheme is in the best interests of Scheme Shareholders, gives a report changing that opinion for any reason to conclude that the Scheme is not in the best interests of Scheme Shareholders); or
- (b) the Target Board determines, in the manner set out in **clause 10.6**, that a Target Competing Proposal constitutes a Superior Proposal for Target than the Scheme.

9 Recommendation and intentions in relation to the Bidder Shareholder Resolutions

9.1 Bidder Board recommendation

If there is a Circular, then the Announcement relating to the Circular and the Circular must indicate that the Bidder Board has recommended that Bidder Shareholders vote in favour of the Bidder Shareholder Resolutions and that all Bidder Directors intend to vote any Bidder Shares in respect of which they have the power to direct a vote in favour of the Bidder Shareholder Resolutions.

10 Exclusivity arrangements

10.1 No current discussions

Target represent and warrant to Bidder that, as at the date of this deed, neither it nor any of its Representatives or Related Bodies Corporate:

- (a) has received any offer, proposal or expression of interest from any person or otherwise is participating, directly or indirectly, in any discussions or negotiations with any persons that concern, or could reasonably be expected to lead to a Target Competing Proposal; or
- (b) is a party to any agreement, arrangement or understanding with any person in relation to a Third Party Proposal or a possible Target Competing Proposal that prevents it from entering into this document, or may prevent it from complying with its obligations under this deed.

10.2 No solicitation

During the Exclusivity Period, Target must not, and must ensure that its Representatives and Related Bodies Corporate do not, except with the prior written consent of the other party, directly or indirectly solicit, invite or encourage any Target Competing Proposal or expression of interest or offer which may lead to a Target Competing Proposal, or initiate discussions with any Third Party which may reasonably be expected to lead to a Target Competing Proposal.

10.3 No talk and no due diligence

During the Exclusivity Period, Target must not, and must ensure that its Representatives and Related Bodies Corporate do not, except with the prior written consent of Bidder:

- (a) participate or continue to engage in any discussions or negotiations in relation to a Target Competing Proposal or which may reasonably be expected to lead to a Target Competing Proposal; or
- (b) provide any non-public information to a Third Party for the purposes of, or with a view to, enabling that person to make an expression of interest, offer or proposal which may reasonably be expected to lead to a Target Competing Proposal, even if the potential Target Competing Proposal was not directly or indirectly solicited, invited or encouraged by Target, its Representatives or Related Bodies Corporate.

10.4 No commitments in respect of Target Competing Proposals

During the Exclusivity Period, Target must not, and must ensure that its Representatives and Related Bodies Corporate do not, except with the prior written consent of Bidder, enter into any deed, arrangement or understanding in relation to a Target Competing Proposal requiring Target to abandon, or otherwise fail to proceed with, the transactions the subject of this deed unless the Target Board, acting in good faith and in order to satisfy what the Target Board considers to be its fiduciary or statutory duties, determines that the Target Competing Proposal is a Superior Proposal.

10.5 Competing Proposals

- (a) During the Exclusivity Period, Target must promptly notify Bidder:
 - (i) of any approach or attempt to initiate, resume or continue discussions or negotiations with it or any of its Representatives or Related Bodies Corporate with respect to a Target Competing Proposal; and
 - (ii) of any request for, or provision of, information relating to Target or to the Target Group or any of their businesses or operations or any request for access to the books or records of Target or the Target Group, other than requests occurring in the ordinary course of business.
- (b) A notification given under **clause 10.5(a)** must be accompanied by all relevant details of the relevant event, including the identity of the relevant person or persons and the key terms and conditions of any Target Competing Proposal or proposed Target Competing Proposal (to the extent known) and must be provided no later than 2 Business Days from receipt of the approach, request, Target Competing Proposal or proposed Target Competing Proposal.

10.6 Right to match

- (a) If the Target receives a Target Competing Proposal in respect of which:
 - (i) it has received a definitive, binding agreement for implementation which it intends to execute; or
 - (ii) it has not received a definitive, binding agreement for implementation but which is the subject of a bidder's statement filed with ASIC,

and which it determines to be a Superior Proposal (“**Other Proposal**”), and as a result proposes to terminate this deed under **clause 13.2(b)(ii)**, Target must give Bidder 5 clear Business Days written notice of such proposed termination, and provide to Bidder all relevant terms of the Other Proposal (including the identity of the relevant person or persons and the key terms and conditions, including the proposed price or implied value, details of any non-cash consideration, timing and break fee (if any). Any information provided pursuant to this **clause 10.6(a)** will be provided subject to **clause 14**.

- (b) During the period of 5 clear Business Days referred to in **clause 10.6(a)**, Bidder will have the right to offer to amend the terms of the Scheme and this deed or to propose an alternative transaction between the parties (each a “**Counterproposal**”) which provides at least an equivalent outcome for the holders of Target Shares than the Other Proposal.
- (c) The Target Directors must consider any such Counterproposal and if the Target Directors, acting in good faith, determine that:
 - (i) the Counterproposal would provide at least an equivalent outcome for the holders of Target Shares than the Other Proposal; and
 - (ii) the other terms and conditions of the Counterproposal taken as a whole are not less favourable than those in the Other Proposal,

then Target and Bidder must use their best endeavours to agree the amendments to this deed (including the Scheme) which are reasonably necessary to reflect the Counterproposal and to enter into one or more appropriate amended agreements to give effect to those amendments and to implement the Counterproposal, in each case as soon as reasonably practicable.

10.7 Exceptions

The restrictions in **clauses 10.2** and **10.3** and the obligations in **clause 10.4** do not apply to the extent that they restrict a party from taking or refusing to take any action with respect to a bona fide Target Competing Proposal (which was not encouraged, solicited or invited, facilitated or initiated by Target or its Representatives or Related Bodies Corporate in contravention of **clause 10.1**) provided that the Target Board has determined, in good faith and acting reasonably, that:

- (a) such *bona fide* Target Competing Proposal could reasonably be considered to be a Superior Proposal; and
- (b) after receiving legal advice, failing to respond to such *bona fide* Target Competing Proposal would constitute a breach of the Target Board’s fiduciary or statutory obligations;

10.8 Provision of information to a Potential Bidder

If, in reliance on **clause 10.7**, Target proposes to make available any material, non-public information to a Third Party for the purposes of, or in connection with, the making of an expression of interest, offer or proposal by a Third Party (“**Potential Bidder**”) which may reasonably be expected to lead to a Target Competing Proposal for Target, Target must:

- (a) prior to providing any such information to the Potential Bidder, enter into a confidentiality agreement with the Potential Bidder on customary terms and which, in any event and taken as a whole, is no less favourable to Target than the Confidentiality Agreement;

- (b) provide a copy of such confidentiality agreement to the Bidder promptly upon its execution, together with a list of all information provided to the Potential Bidder; and
- (c) at the request of the Bidder, provide copies of all information so provided and equivalent access to Target and its Representatives, records, premises and sites as is afforded the Potential Bidder by Target.

11 Break Fee

11.1 Acknowledgements

- (a) Each party:
 - (i) believes that the Scheme will deliver significant benefits to Bidder, Target and their respective shareholders; and
 - (ii) acknowledges that the Break Fee is a genuine and reasonable pre-estimate of the costs and losses which the other party expects to incur in connection with the Scheme (including internal and third party advisory, legal, accounting, due diligence and management costs and expenses and opportunity and other costs and expenses foregone) and it is not a pre-condition to being paid the Break Fee that the party has actually incurred those costs or losses or that it be able to prove that it has done so.
- (b) Each party acknowledges and agrees that:
 - (i) the Break Fee is reasonable in the context of the Scheme;
 - (ii) no Break Fee will be payable upon the Scheme becoming Effective;
 - (iii) it has received legal advice on this deed and the operation of this **clause 11**; and
 - (iv) it is appropriate to enter into this deed under the terms of this **clause 11** and that it is necessary to secure the significant benefits to it (and its shareholders) resulting from the Scheme.

11.2 Payment of Break Fee by Target

- (a) Subject to **clauses 11.2(d)** and **11.2(e)**, Target agrees to pay Bidder the Break Fee:
 - (i) if:
 - (A) Target is in material breach of its obligations under this deed (including a material breach of a representation, warranty or undertaking set out in **Schedule 3** or any breach of **clause 5.2**), and such breach has been notified in accordance with **clause 13.1(a)(ii)(A)** and not remedied within the 5 Business Day period referred to therein; or
 - (B) a Target Prescribed Event occurs between the date of this deed and 8.00 am on the Second Court Date and such event has been notified in accordance with **clause 13.1(a)(ii)(A)** and not remedied within the 5 Business Day period referred to therein; or
 - (C) subject to **clause 11.2(b)**, at any time before the end of the Scheme Meeting, any of the Target Directors makes

- a public statement changing or withdrawing their support or recommendation of the Scheme; or
- (D) at any time before the end of the Scheme Meeting, a majority of the Target Directors recommend a Target Competing Proposal,
- and this deed is terminated in accordance with its terms prior to the Implementation Date; or
- (ii) if a Target Competing Proposal is announced, made, or becomes open for acceptance, before the Scheme Meeting (or the termination of this deed, whichever occurs first) and, whether before or after the termination of this deed but in any event before the first anniversary of the date of this deed, any bidder for Target:
- (A) acquires a Relevant Interest in more than 20% of all Target Shares and the third party's proposal for Target is (or becomes) free from any defeating conditions; or
- (B) acquires the whole or a substantial part or a material part of the business or property of Target or the Target Group; or
- (C) acquires control of Target, within the meaning of section 50AA of the Corporations Act; or
- (D) otherwise acquires or merges with Target (including by a reverse takeover bid, reverse scheme of arrangement or dual listed companies structure).
- (b) **Clause 11.2(a)(i)(C)** will not apply where the relevant Target Director makes a public statement changing or withdrawing his or her support or recommendation of the Scheme as a consequence of any event referred to in **clause 8.3(a)**.
- (c) Target must pay Bidder the Break Fee referred to in **clause 11.2(a)** forthwith following (and, in any event, within 3 Business Days of) receipt by Target from Bidder of a valid demand for payment made after the occurrence of an event referred to in **clause 11.2(a)**.
- (d) No amount is payable by Target to Bidder under **clause 11.2(a)** if:
- (i) this deed is terminated by Target under **clause 13.2(a)** (but only where the circumstances giving rise to the termination would not have entitled Bidder to terminate under **clause 13.1**); or
- (ii) this deed is terminated by Bidder and, at the time of termination, Target is entitled to terminate this deed under **clause 13.2(a)** (but only where the circumstances giving rise to the termination would not have entitled Bidder to terminate under **clause 13.1**).
- (e) No amount is payable by Target to Bidder under **clause 11.2(a)** by reason only that the holders of Target Shares fail to pass, by the requisite majorities, the resolution to approve the Scheme at the Scheme Meeting in circumstances where the Scheme Meeting occurs and the Target Directors have continued to recommend the Scheme up to and including the date of the Scheme Meeting where the Scheme Shareholders fail to pass the necessary resolutions.

11.3 Payment of Break Fee by Bidder

- (a) Subject to **clause 11.3(b)**, Bidder agrees to pay the Break Fee to Target if all of the following occurs:
- (i) a meeting of Bidder Shareholders occurs in respect of the Bidder Shareholder Resolutions; and
 - (ii) the Bidder Directors change their recommendation to Bidder Shareholders which they made under **clause 9.1**; and
 - (iii) the Bidder Shareholders fail to pass, by the requisite majorities, the Bidder Shareholder Resolutions; and
 - (iv) this deed is terminated in accordance with its terms prior to the Implementation Date.
- (b) No amount is payable by Bidder to Target under **clause 11.3(a)** if:
- (i) this deed is terminated by Bidder under **clause 13.1(a)(i)** (but only where the circumstances giving rise to the termination would not have entitled Target to terminate under **clause 13.2**); or
 - (ii) this deed is terminated by Target and, at the time of termination, Bidder is entitled to terminate this deed under **clause 13.1(a)(i)** (but only where the circumstances giving rise to the termination would not have entitled Target to terminate under **clause 13.2**).
- (c) Bidder must pay Target the amount forthwith (and, in any event, within 3 Business Days) after receipt by Bidder from Target of a valid demand for payment made after the occurrence of the event referred to in **clause 11.3(a)** above.

11.4 Limits on compensation

For the avoidance of doubt, no amount is payable under **clause 11.2** or **11.3** if the Scheme becomes Effective despite the occurrence of any event referred to in **clause 11.2** or **11.3**.

11.5 Compliance with law

This **clause 11** only imposes obligations on a party or the directors of a party to the extent that to cause the party to undertake or fulfil such obligations would not involve a breach of the duties of the directors of that party, constitute unacceptable circumstances within the meaning of the Corporations Act or be unlawful on any other basis.

12 Representations, warranties and indemnities

12.1 Bidder representations and warranties

Bidder represents and warrants to Target (on Target's own behalf and separately as trustee or nominee for each of Target's directors and officers) on the terms set out in **Schedule 2**.

12.2 Bidder indemnity

- (a) Bidder acknowledges that in entering into this deed, Target and each Representative of Target have relied on the Bidder Warranties.
- (b) Bidder indemnifies Target (on its own behalf and separately as trustee for each Representative of Target) against any loss suffered or incurred by reason of any breach of any of the Bidder Warranties.

12.3 Target representations and warranties

Target represents and warrants to Bidder (on its own behalf and separately as trustee for each Bidder Representative) on the terms set out in **Part A of Schedule 3**.

12.4 Target indemnity

- (a) Target acknowledges that in entering into this deed Bidder and each Representative of Bidder have relied on the Target Warranties.
- (b) Target indemnifies Bidder (on its own behalf and separately as trustee for each Representative of Bidder) against any loss suffered or incurred by reason of any breach of any of the Target Warranties.

12.5 Notifications

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance which constitutes or may constitute a breach of any of the representations or warranties given by it under this **clause 12**.

12.6 Status of representations and warranties

Each representation and warranty in this **clause 12**:

- (a) is severable;
- (b) will survive the termination of this deed (subject to **clause 12.6(c)**);
- (c) will not survive the completion of the Scheme and shall expire and be terminated on the Effective Date; and
- (d) is given with the intent that liability thereunder will not be confined to breaches of a representation or warranty which are discovered prior to the date of termination of this deed.

12.7 Status and enforcement of indemnities

- (a) Each indemnity in this deed:
 - (i) is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed; and
 - (ii) is given to the party to which it is expressed to be given, and as trustee for each Representative of that party, and a reference to a loss in an indemnity given to a party includes a loss suffered or incurred by a Representative of that party.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

13 Termination

13.1 Termination by Bidder

- (a) Bidder may terminate this deed at any time before 8.00 am on the Second Court Date by notice in writing to Target:
 - (i) in accordance with **clause 3.6**; or
 - (ii) at any time before 8.00 am on the Second Court Date:
 - (A) if there is a material breach of any of the Target Warranties, or a Target Prescribed Event occurs, or a Material Adverse Change occurs in respect of Target,

- provided that in each case Bidder is only entitled to terminate if it has given notice to Target setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by Target; or
- (B) if a majority of the Target Board publicly change their recommendation in relation to the Scheme or publicly recommends a Superior Proposal, whether in accordance with **clause 8.3** or otherwise; or
 - (C) if Target is in material breach of any of **clause 3, clause 4.1, clause 5.2, clause 6** or **clause 10** before that time, provided that Bidder is only entitled to terminate if it has given notice to Target setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by Target; or
 - (D) if Target is in material breach of **clause 8.1** or **clause 8.2**.
- (b) Bidder may terminate this deed at any time before the Explanatory Memorandum is provided to ASIC if the due diligence results carried out by the Bidder:
- (i) show that the total net asset position of the Target is less than the total net asset position as shown in the Target's 31 July 2016 balance sheet by an amount of A\$10 million or more; or
 - (ii) identifies any matters which have not been disclosed to the ASX prior to the date of this deed which have or will have an material adverse effect on the net assets of the Target of A\$10 million or more, including but not limited to the following events:
 - (A) any matter being a Material Adverse Matter;
 - (B) any change of control provision is identified which may be applicable to the Target as a result of implementing the Scheme or entering into this deed; and
 - (C) any requirement is identified for the Bidder to provide guarantees following implementation of the Scheme.
- (c) Bidder may terminate this deed at any time before the Explanatory Memorandum is provided to ASIC if the Target fails to provide due diligence information reasonably requested by Bidder to determine the matters above in **clause 13.1(b)** in a timely manner and the Bidder provides 5 Business Days prior notice of the default and the Target fails to remedy the default within that time period.

13.2 Termination by Target

Target may terminate this deed at any time before 8.00 am on the Second Court Date by notice in writing to Bidder:

- (a) in accordance with **clause 3.6**; or
- (b) at any time before 8.00 am on the Second Court Date:

- (i) if there is a material breach of any of the Bidder Warranties as set out in **Schedule 2**, or a Material Adverse Change occurs in respect of Bidder, provided that in each case Target is only entitled to terminate if it has given notice to Bidder setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by Bidder;
- (ii) if the Target Board publicly changes or withdraws its recommendation or publicly recommends to Scheme Shareholders any Superior Proposal pursuant to **clause 8.3**;
- (iii) if Bidder is in material breach of **clause 3.2, clause 3.3, clause 3.7, clause 4.2, or clause 5.1**, before that time, provided that Target is only entitled to terminate if it has given notice to Bidder setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by Bidder;
- (iv) if Bidder is in material breach of **clause 9.1**; or
- (v) if the Bidder is insolvent or is unable to pay its debts when they fall due or a liquidator, provisional liquidator, administrator or official manager is appointed to the Bidder or a receiver (or a receiver and manager) is appointed to any property or any business of the Bidder.

13.3 Effect of termination

In the event of termination of this deed by either Target or Bidder pursuant to this **clause 13**, this deed will become void and have no effect, other than:

- (a) this **clause 13** and **clauses 1, 11, 12, 14, 15, 17, 18** and **19** which shall survive termination; and
- (b) in respect of any liability for an antecedent breach of this deed.

14 Confidentiality

14.1 Non-disclosure of deed

The parties refer to the Confidentiality Agreement between them and reaffirm their commitment to the terms of that agreement. However, to the extent that there is any inconsistency between the Confidentiality Agreement and this deed, the terms of this deed will prevail (unless otherwise indicated).

14.2 Disclosure on termination of deed

The parties agree that, if this deed is terminated under **clause 13**, either party may disclose by way of announcement to a Stock Exchange the fact that this deed has been terminated, where such disclosure is in the reasonable opinion of that party required to ensure that the market in its securities is properly informed, and provided, where reasonably practicable, that party consults with the other party as to (and gives the other party a reasonable opportunity to comment on) the form of the announcement prior to its disclosure.

15 Costs and stamp duty

15.1 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

15.2 Stamp duty

Bidder and Target agree that Bidder:

- (a) must pay, or procure the payment by Bidder of, all stamp duty and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;
- (b) indemnifies Target against any liability arising from failure to comply with **clause 15.2(a)**; and
- (c) is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this **clause 15.2**.

16 Notices

16.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):
 - (i) if to Target:

Address: c/- Minerva Corporate
Suite J, level 2
1139 Hay Street
West Perth
Western Australia, 6005

Email: nicholas.ong@minervacorporate.com.au; and
tip@blackgoldglobal.net

Attention: Nicholas Ong and TIN, It Phong

with a copy to:

Address: Mills Oakley
Level 2
225 St Georges Terrace
Perth
Western Australia, 6000

Email: jatkinson@millsOakley.com.au

Attention: Julian Atkinson

- (ii) if to Bidder:
- Address: 51 Penjuru Road #04-00
Freight Links Express Logisticcentre
Singapore 609143
- Email: Eric.khua@vibrant.com.sg; and
Thomas.woo@vibrant.com.sg
- Attention: Eric Khua and Thomas Woo
- with a copy to:
- Address: TSMP Law Corporation
6 Battery Road
Level 41
Singapore 049909
- Email: syt@tsmp.com.sg; and
eunice.yao@tsmp.com.sg
- Fax number: (65) 6534 4822
- Attention: Stefanie Yuen Thio and Eunice Yao
- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with **clause 16.1(b)**.

16.2 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be received by the addressee:

- (a) (in the case of prepaid post sent to an address in the same country) on the third Business Day after the date of posting;
- (b) (in the case of prepaid post sent to an address in another country) on the seventh Business Day after the date of posting by airmail;
- (c) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (d) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("**working day**" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

17 GST**17.1 Interpretation**

- (a) Except where the context suggests otherwise, and subject to **clause 17.1(b)**, terms used in the clause have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).
- (b) "Input tax credit" has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 and a reference to an input tax credit entitlement of an entity includes an input tax credit for an acquisition made by that entity but to which another member of the same GST group is entitled.
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.
- (d) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause.

17.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this deed is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

17.3 GST Payable

- (a) If GST is payable in relation to a taxable supply made under or in connection with the deed then any party (the "**Recipient**") that is required to provide consideration to another party (the "**Supplier**") for that supply must, subject to **clause 17.3(b)**, pay an additional amount to the Supplier equal to the amount of that GST at the same times as other consideration is to be provided for that supply.
- (b) No payment of any amount pursuant to **clause 17.3(a)** is required until the Supplier has provided a valid tax invoice to the Recipient.
- (c) Where additional amounts are payable between parties to this deed pursuant to **clause 17.3(a)**, amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to provide the tax invoice referred to in **clause 17.3(b)** no later than the time at which any consideration is to be first provided for that supply.
- (d) The GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under **clause 17.3(a)** then the Supplier must promptly issue an adjustment note to the Recipient and will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under **clause 17.3(a)**.

17.4 No Merger

This clause shall not merge on completion of this deed.

18 General

18.1 Variation

This deed may only be varied by a document signed by or on behalf of each party.

18.2 Waiver

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

18.3 Further acts and documents

Each party must promptly do 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 the other party to give effect to this deed.

18.4 Consents

A consent required under this deed from a party may not be unreasonably withheld, unless this deed expressly provides otherwise.

18.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one deed.

18.6 Entire agreement

This deed embodies the entire understanding of Target and Bidder and constitute the entire terms agreed by Target and Bidder in relation to the subject matter of this deed and together supersede any prior written or other agreement between Target and Bidder in relation to that subject matter.

18.7 No assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

19 Governing law and jurisdiction

19.1 Governing law

This deed is governed by and must be construed according to the law applying in the state of Western Australia.

19.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the state of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and

- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within **clause 19.2(a)**.

Schedule 1 – Timetable

Event	Date / Time Period
1. Date of this deed and announcement	October 2016
2. First Court Date	December 2016
3. Scheme Meeting	January / February 2017
4. Second Court Date	February 2017
5. Scheme Implemented including Scheme Shares transferred to Bidder and Scheme Consideration provided to Scheme Shareholders	February 2017

Note: Dates above are indicative only and subject to change and availability of Court dates.

Schedule 2 – Bidder representations and warranties

Representations and Warranties

Bidder represents and warrants to Target (on the Target's own behalf and separately as trustee for each Scheme Shareholder) except to the extent publicly announced prior to the date of this deed or fairly disclosed in writing to Target prior to the date of this deed:

- (a) **(Corporate capacity and litigation)** on each date from the date of this deed and until (and including) the Second Court Date that:
- (i) it is a validly existing corporation registered under the laws of its place of incorporation;
 - (ii) the execution and delivery of this deed by Bidder has been properly authorised by all necessary corporate action and Bidder has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
 - (iii) this deed constitutes legal, valid and binding obligations on it and this deed does not conflict with or result in a breach of or a default under:
 - (A) the constitution of Bidder or any of its Related Bodies Corporate; or
 - (B) any writ, order or injunction, judgment, law, rule or regulation to which Bidder or any of its Related Bodies Corporate is party or bound by; or
 - (C) any material contract to which Bidder or any of its Related Bodies Corporate is party that would entitle the counter-party or counter-parties thereto to terminate the contract;
 - (iv) neither Bidder nor any of its Related Bodies Corporate are engaged in any material litigation or arbitration proceedings relating to their businesses and there are no facts likely to give rise to any such proceedings; and
- (b) **(Disclosure)** on each date from the date of this deed and until (and including) the Second Court Date all information contained in the Bidder Information, other than information consisting of any forecast, budget, estimate, projection, statement of opinion or statement of intention, is materially accurate and not misleading or deceptive and does not contain any material omission;
- (c) **(Approvals)** no consent, authorization or approval is required to be obtained by Bidder or its Subsidiaries in connection with the transactions contemplated under this deed from any Regulatory Authority or any other person under any laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations, policies, guidelines, notices, judgments, orders, writs, injunctions, decisions, awards or directives, under the articles or bylaws of Bidder or its Subsidiaries, or pursuant to the terms of any agreement to which Bidder or its Subsidiaries is a party, other than:

- (i) the approval of the Bidder Shareholders of the Bidder Shareholder Resolutions; or
 - (ii) the expression of no objection (or preclusion from exercising a power to make an order) by the Treasurer of the Commonwealth of Australia as contemplated by the Condition at **clause 3.1(h)** of the deed; or
 - (iii) any approval or consent contemplated by a Condition;
- (d) **(Information to Independent Expert)** on the First Court Date and on each date from the date of the First Court Date until the Second Court Date, all information provided by or on behalf of Bidder to the Independent Expert to enable its report to be included in the Explanatory Memorandum to be prepared and completed will be provided in good faith and on the understanding that it will rely upon that information for the purpose of preparing their respective reports for inclusion in the Explanatory Memorandum;
- (e) **(Solvency)** on execution of this deed Bidder will be solvent;
- (f) **(Consideration)** on the Implementation Date or as soon as reasonably practicable thereafter, the Bidder will be able to provide the Scheme Consideration; and
- (g) **(Other)** on each date from the First Court Date until the Implementation Date, the Bidder has complied with its obligations under **clause 4.2(d)(ii)(B)**.

Schedule 3 – Target representations and warranties and Target Prescribed Events

Part A Target Representations and Warranties

Target represents and warrants to Bidder except to the extent announced to ASX prior to the date of this deed or fairly disclosed in writing to Bidder prior to the date of this deed:

- (a) **(Corporate capacity and litigation)** on each date from the date of this deed and until (and including) the Second Court Date that:
- (i) Target is a validly existing corporation registered under the laws of its place of incorporation;
 - (ii) the execution and delivery of this deed by Target has been properly authorised by all necessary corporate action and Target has full corporate power and lawful authority to execute and deliver this deed and to perform or cause to be performed its obligations under this deed;
 - (iii) this deed constitutes legal, valid and binding obligations on Target and this deed does not conflict with or result in a breach of or default under:
 - (A) the constitution of Target or any of its Related Bodies Corporate; or
 - (B) any writ, order or injunction, judgment, law, rule or regulation to which Target or any of its Related Bodies Corporate is party or bound by; or
 - (C) any material contract to which Target or any of its Related Bodies Corporate is party that would entitle the counter-party or counter-parties thereto to terminate the contract;
 - (iv) neither Target nor any of its Subsidiaries are engaged in any material litigation or arbitration proceedings relating to their businesses and there are no facts likely to give rise to any such proceedings;
 - (v) it is aware that Bidder and its Representatives will rely on the Target Circular Information for the purposes of preparing the Circular and proposing the Bidder Shareholder Resolutions;
- (b) **(Disclosure)** on each date from the date of this deed and until (and including) the Second Court Date that:
- (i) all information contained in the Target Disclosure Materials, other than information consisting of any forecast, budget, estimate, projection, statement of opinion or statement of intention, is materially accurate and not misleading or deceptive and does not contain any material omission;
 - (ii) each forecast, budget, estimate, projection, statement of opinion or statement of intention contained in the Target Disclosure Materials has been prepared in good faith and with due skill and care and on the basis of reasonable assumptions and (where relevant) in compliance with applicable law;

- (iii) there is no litigation, mediation or arbitration proceedings (including in relation to native title claims) current or pending or, to the best of the knowledge, information and belief of the Target, threatened, which is likely to materially affect the ownership of, or value of the assets of Target; and
 - (iv) Target has not intentionally withheld from Bidder any information in relation to Target and its assets which Target knows is or will be material to the value of Target;
- (c) **(Securities)** as at the date of this deed:
 - (i) there are the securities in the Target as set out in **Schedule 4**; and
 - (ii) Target has not issued (and is not required to issue) any other securities or instruments which are still outstanding (or may become outstanding) and which may convert or be converted into Target securities or the conversion of Convertible Bonds, and Target (and the Target Board) will not, as a result of the Scheme or any other transaction contemplated by this deed, permit or allow (to the extent to which they are able) any acceleration or early vesting of any of the securities referred to above;
- (d) **(Approvals)** no consent, authorization or approval is required to be obtained by Target or its Subsidiaries in connection with the transactions contemplated under this deed from any Regulatory Authority or any other person under any laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations, policies, guidelines, notices, judgments, orders, writs, injunctions, decisions, awards or directives, under the constitution of Target or its Subsidiaries, or pursuant to the terms of any agreement to which Target or its Subsidiaries is a party, other than any approval or consent contemplated by a Condition;
- (e) **(Target Circular Information)**:
 - (i) the Target Circular Information will be prepared and included in the Circular in good faith and on the understanding that Bidder, its directors and its officers will rely on that information for the purposes of considering and approving the Bidder Information in the Circular;
 - (ii) the Target Circular Information in the Circular does not contain a statement which is misleading or deceptive in any material respect and does not contain any material omission (other than a statement or omission which has been rectified by Target before the despatch of the Circular); and
 - (iii) to the best of Target's knowledge and belief, the Target Circular Information complies in all material respects with relevant laws (including Singapore Securities Laws);
- (f) **(Information to Bidder Technical Expert)** all information provided by or on behalf of Target to any Bidder Technical Expert (if required) to enable its report to be included in the Circular will be provided in good faith and on the understanding that they will rely upon that information for the purpose of preparing the Bidder Technical Report for inclusion in the Circular;
- (g) **(Financial statements)** Target's:

- (i) financial statements for the financial year ended 30 April 2016 present fairly in all material respects the financial position of Target as at 30 April 2016; and
- (ii) unaudited consolidated balance sheet as at 31 July 2016 presents fairly in all material respects the financial position of Target as at 31 July 2016,
give a true and fair view of Target's performance for the relevant periods, and comply with Australian Accounting Standards (including the Australian Accounting Interpretations) and the Corporations Regulations 2001 (Cth);
- (h) **(Continuous disclosure)** on the date of this deed, the First Court Date, the Scheme Meeting and the Second Court Date, following the making of the Announcement, Target has complied in all respects with its continuous disclosure obligations under ASX Listing Rule 3.1 and Target is not withholding any information from Bidder which is being withheld from public disclosure in reliance on ASX Listing Rule 3.1A (other than the fact of this deed, and the negotiations preceding it);
- (i) **(Solvency)** on each date from the execution of this deed until the Implementation Date, that Target will be solvent;
- (j) **(No Target Prescribed Event)** between the date of this deed and the Second Court Date, that a Target Prescribed Event will not occur except in accordance with this deed; and
- (k) **(No interest in Bidder securities)** as at the date of this deed, Target's voting power (as that term is defined in the Corporations Act) in Bidder is nil and no member of the Target Group has a Relevant Interest in any securities of Bidder or any other economic interest in any such securities (including any interest arising under a derivative or swap arrangement).

Part B Target Prescribed Events

- (a) Target or any of its Subsidiaries converts all or any of its securities into a larger or smaller number of securities;
- (b) Target or any of its Subsidiaries:
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or section 257D(l) of the Corporations Act;
- (c) Target or any of its Subsidiaries issues securities, or grants an option over or to subscribe for its securities, or agrees to make such an issue or grant such an option, other than:
 - (i) to a wholly owned Subsidiary of Target; or
 - (ii) pursuant to the Convertible Bonds;
- (d) Target or any of its Subsidiaries issues, or agrees to issue, convertible notes or any other security convertible into shares, other than to a wholly-owned Subsidiary of Target;
- (e) Target or any of its Subsidiaries agrees to pay, declares or pays a dividend or any other form of distribution of profit or capital, other than the declaration and payment by any Subsidiary of Target of a dividend where the recipient of that dividend is Target or a wholly-owned Subsidiary of Target;

- (f) Target makes any change to its constitution;
- (g) Target or any of its Subsidiaries acquires or agrees to acquire any assets, properties or businesses, or incurs, agrees to incur or enters into a commitment or a series of commitments involving capital expenditure by the Target Group, whether in one or more transactions, where the amounts or value involved in such transaction, transactions, commitments or series of commitments exceeds A\$5 million in aggregate;
- (h) Target or any of its Subsidiaries disposes of, or agrees to dispose of, any assets, properties or businesses, whether in one transaction or a number of such transactions, where the amount or value involved in such transaction or transactions exceeds A\$5 million in aggregate;
- (i) Target or any of its Subsidiaries creates, or agrees to create, any mortgage, charge, lien or other encumbrance over its business or any part of its property other than in the ordinary course of its business;
- (j) Target or any of its Subsidiaries incurs any financial indebtedness or issues any debt securities, other than in the ordinary course of business or pursuant to advances under its credit facilities in existence as at the date of this deed where the funds drawn pursuant to those advances are used in the ordinary course of business or in connection with a purpose that is contemplated and permitted in **paragraph (g)** or **(h)** of this definition;
- (k) Target or any of its Subsidiaries makes any loans, advances or capital contributions to, or investments in, any other person (other than to or in Target or any wholly-owned Subsidiary of Target in the ordinary course of business), other than in the ordinary course of business;
- (l) Target or any of its Subsidiaries resolves that it be wound up or an application or order is made for the winding up or dissolution of Target or any of its Subsidiaries other than where the application or order (as the case may be) is set aside within 14 days;
- (m) a liquidator or provisional liquidator of Target or any of its Subsidiaries is appointed;
- (n) a court makes an order for the winding up of Target or any of its Subsidiaries;
- (o) an administrator of Target or of any of its Subsidiaries is appointed under sections 436A, 436B or 436C of the Corporations Act;
- (p) Target or any of its Subsidiaries ceases, or threatens to cease, to carry on business;
- (q) Target or any of its Subsidiaries executes a deed of company arrangement;
- (r) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Target or any of its Subsidiaries;
- (s) Target or any of its Subsidiaries is deregistered as a company or otherwise dissolved;
- (t) Target or any of its Subsidiaries is or becomes unable to pay its debts when they fall due;
- (u) Target or any of its Subsidiaries entering into any arrangement, commitment or agreement with a related party (as that term is defined in section 228 of the Corporations Act), other than in the ordinary course of business;

- (v) Target or any of its Subsidiaries makes or amends any tax election, changes any method of tax accounting, settles or compromises any tax liability, files any material amended tax return, enters into a closing agreement, surrenders any right to claim a material tax refund or consents to the extension or waiver of the limitation period applicable to any material tax claim or assessment, other than in the ordinary course of business;
- (w) Target or any of its Subsidiaries pays, discharges, settles, satisfies, compromises, waives, assigns or releases any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in Target's financial statements or incurred in the ordinary course of business consistent with past practice;
- (x) Target or any of its Subsidiaries authorizes, recommends or proposes any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice;
- (y) Target or any of its Subsidiaries enters into or renews any agreement, contract, lease, licence or other binding obligation containing:
 - (i) any limitation or restriction on the ability of Target or any of its Subsidiaries or, following completion of the transactions contemplated by this deed, the ability of Bidder, to engage in any type of activity or business;
 - (ii) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Target or, following completion of the transactions contemplated by this deed, all or any portion of the business of Bidder, is or would be conducted; or
 - (iii) any limit or restriction on the ability of Target or any of its Subsidiaries or, following completion of the transactions contemplated by this deed, the ability of Bidder, to solicit customers or employees, or that would reasonably be expected to materially delay or prevent the completion of the transactions contemplated by this deed, other than in the ordinary course of business; or
- (z) the trustee of any trust in which Target or any of its Subsidiaries has an interest of more than 50% and which would, if it were a company, be a Subsidiary of Target undertaking an action in respect of that trust if the corresponding action in the case of Target and its Subsidiaries, would (*mutatis mutandis*) constitute an event in paragraphs (a) to (y) above, other than in the ordinary course of business.

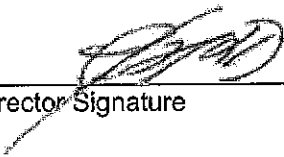
Schedule 4 – Target’s capital structure

The Target’s capital structure, as at the date of this deed, is:

1. Target’s fully-paid ordinary shares on issue: 888,003,622.
2. Target’s partly-paid ordinary shares on issue: Nil.
3. Target’s preference shares on issue: Nil.
4. Target’s options on issue: Nil.
5. Target’s instruments or agreements to issue shares, including convertible notes and performance rights: The Convertible Bonds (and no other instruments or agreements).

Executed as a deed on 28th October 2016.

Executed by **BLACKGOLD
INTERNATIONAL HOLDINGS LIMITED**
ACN 145 095 478 in accordance with section
127 of the *Corporations Act 2001* (Cth) by:



Director Signature



Secretary/Director Signature

PENG YU GUO

Name of Director (print)

Dr Tong chi Ho

Name of Secretary/Director (print)

The Common Seal of **VIBRANT GROUP
LIMITED** Company Number 198600061G
was hereunto affixed in the presence of:

Director Signature

Secretary/Director Signature

Name of Director (print)

Name of Secretary/Director (print)

Executed as a deed on 28th October 2016.

Executed by **BLACKGOLD INTERNATIONAL HOLDINGS LIMITED**
ACN 145 095 478 in accordance with section 127 of the *Corporations Act 2001 (Cth)* by:

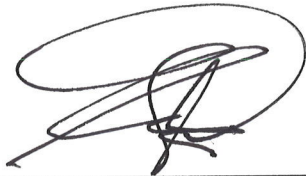
Director Signature

Secretary/Director Signature

Name of Director (print)

Name of Secretary/Director (print)

The Common Seal of **VIBRANT GROUP LIMITED** Company Number 198600061G was hereunto affixed in the presence of:



Director Signature



Secretary/Director Signature

CHUA TIONG HOCK
Name of Director

THOMAS WOO SAI MENG
Name of Secretary/Director

