

Dated 20 NOVEMBER 2023

Share Sale and Purchase Agreement

between

Those entities listed in Schedule 1
as Sellers

MMG Africa Ventures Inc.
as Purchaser

MMG Limited
as Purchaser Guarantor

White & Case LLP
5 Old Broad Street
London EC2N 1DW

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This Agreement is made on 20 NOVEMBER 2023

Between:

- (1) The entities whose details are set out in Schedule 1 (together, the “**Sellers**” and “**Seller**” shall mean any one of them).
- (2) **MMG Africa Ventures Inc.** a company incorporated in British Columbia with registered number BC1449019 and whose registered office is at PO Box 10026, Pacific Centre 25th Floor, 700 West Georgia Street Vancouver BC V7Y 1B3 Canada (the “**Purchaser**”).
- (3) **MMG Limited** a company incorporated in Hong Kong with registered number 222797 and whose registered office is at Unit 1208, 12/F, China Minmetals Tower, 79 Chatham Road South, Tsimshatsui, Kowloon, Hong Kong (the “**Purchaser Guarantor**”).

Whereas:

- (A) Particulars of the Company and each of its Subsidiaries (as defined in Clause 1.1 (*Interpretation*)) are set out in Schedule 2 (*The Group*).
- (B) The Sellers have agreed to sell and the Purchaser has agreed to purchase the Shares (as defined in Clause 1.1 (*Interpretation*)), in each case on the terms and subject to the conditions of this Agreement.
- (C) The Purchaser Guarantor has agreed to guarantee the obligations of the Purchaser on the terms and subject to the conditions of this Agreement.

It is agreed:

1. Interpretation

1.1 In this Agreement:

“**Accounts**” means the audited financial statements of the Company and the audited consolidated financial statements of the Group for the accounting reference period ended on the Accounts Date, together with, in each case, the auditors’ and directors’ reports and the notes to the audited financial statements, such financial statements comprising, in each case, a balance sheet, a profit and loss account and a cash flow statement (as set out in Data Room folder 21.9.1);

“**Accounts Date**” means 31 December 2022;

“**Actual Copper Derivative Amount**” means the amount specified by the Lead Seller in the Completion Payments Schedule required to discharge the Settlement Amount Cancellation Fee, including in accordance with Schedule 5 of the RK Facility Agreement, on Completion;

“**Actual Settlement Amount**” means the Settlement Amounts (if any) paid prior to Completion on or in respect to the Settlement Dates under the RK Facility Agreement in the year of 2023 and 2024 (if applicable) being the third business day of October 2023 and 2024 (as applicable);

“**Adjustment**” means an adjustment pursuant to Clause 4.2(a)(i) or Clause 29.1(a);

“**Affiliate**” means, in relation to a Seller:

- (a) any Parent Undertaking of that Seller;
- (b) any direct or indirect member or limited partner of that Seller; and
- (c) any Parent Undertaking of such limited partners or members of that Seller;

“**Agents**” means, in relation to a person, that person’s directors, officers, employees, advisers, agents and representatives;

“**Agreed Leakage Amount**” has the meaning give in Clause 4.2(a);

“**Agreed Rate**” means 10%;

“**Anti-Bribery Laws**” means: (i) the UK Bribery Act 2010; (ii) the U.S. Foreign Corrupt Practices Act of 1977 (as amended); (iii) any applicable law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997; and (iv) any other applicable law, rule or regulation of similar purpose and scope in any jurisdiction, including books and records offences relating directly or indirectly to a bribe;

“**Anti-Money Laundering Law**” means any applicable laws or regulations that relate to money laundering, counter-terrorist financing, or record keeping and reporting requirements in any jurisdiction in which the relevant person is located or doing business;

“**Antitrust Conditions**” means the conditions set out in Clause 5.1(b) and 5.1(c);

“**Applicable Accounting Standards**” means International Financial Reporting Standards (IFRSs) and Interpretations of those standards issued by the International Accounting Standards Board and the International Financial Reporting Interpretations Committee and their predecessors and the requirements of all relevant laws;

“**Barmenco**” means Barmenco Mining Services Botswana (Pty) Limited;

“**Base Consideration**” has the meaning given in Clause 3.1(a);

“**BBL Legal VDD Report**” means the “Project Leopard Legal Vendor Due Diligence Report” prepared by Bookbinder Business Law for the Company dated 4 August 2023 as updated on 28 August 2023 and 13 October 2023;

“**Books and Records**” has the meaning given in Clause 15.2;

“**Botswana CoC Condition**” has the meaning given in Clause 5.1(a);

“**Break Fee**” means five (5) per cent. of the Base Consideration;

“**Business**” means the business of the Group as conducted by it on the date of this Agreement;

“**Business Day**” means a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in Canada, the Republic of Botswana, Melbourne (Australia), Hong Kong, PRC and the United Kingdom;

“**Business Information**” means drawings, formulae, test results, reports, project reports and testing, operation and manufacturing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, data, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures, technical literature and brochures and any other technical, industrial and commercial information and techniques in any tangible form (including, but not limited to, paper, electronically stored data, magnetic media, microfiche, film and microfilm);

“**Business Intellectual Property**” means the Intellectual Property owned, used or held for use by a Group Company;

“**Circular**” has the meaning given in Clause 7.9(b);

“**Claim**” means any claim (other than a Leakage Claim) made by the Purchaser under this Agreement and “**Claims**” shall mean all such claims;

“**Company**” means Cuprous Capital Ltd, further details of which are set out in Part 1 (*Details of the Company*) of Schedule 2 (*The Group*);

“**Competition and Consumer Authority**” means the Competition and Consumer Authority of Botswana, a statutory body established in terms of the Competition Act (Cap 46:09) of the Republic of Botswana;

“**Completion**” means completion of the sale and purchase of the Shares under this Agreement;

“**Completion Date**” means the date that is fifteen (15) Business Days after (and excluding) the day on which the last of the Conditions has been satisfied (or waived) in accordance with this Agreement, unless otherwise agreed in writing by the Parties;

“**Completion Payments Schedule**” means the schedule to be provided by the Lead Seller to the Purchaser pursuant to Clause 8 (*Completion Payments Schedule*);

“**Conditions**” means the conditions referred to in Clause 5 (*Conditions*);

“**Confidentiality Agreement**” means the confidentiality agreement entered into between KCM and MMG Australia Limited, dated 30 May 2023;

“**Consideration**” means the consideration payable for the Shares as set out in Clause 3;

“**Continuing Provisions**” means Clause 1 (*Interpretation*), Clause 18 (*Confidentiality*), Clause 19 (*Announcements*), Clause 20 (*Purchaser Guarantee and Indemnity*), Clause 21 (*Assignment*), Clause 23 (*Entire Agreement*), Clause 24 (*Severance and Validity*), Clause 25 (*Variations*), Clause 26 (*Remedies and Waivers*), Clause 28 (*Third Party Rights*), Clause 30 (*Costs and Expenses*), Clause 32 (*Notices*), Clause 34 (*Governing Law and Jurisdiction*), Clause 36 (*Agent for Service of Process*) and Clause 29 (*Payments*), all of which shall continue to apply after the termination of this Agreement;

“**Control**” means, in relation to a person:

- (a) holding or controlling, directly or indirectly, a majority of the voting rights exercisable at shareholder meetings (or the equivalent) of that person; or
- (b) having, directly or indirectly, the right to appoint or remove directors holding a majority of the voting rights exercisable at meetings of the board of directors (or the equivalent) of that person; or
- (c) having, directly or indirectly, the ability to direct or procure the direction of the management and policies of that person, whether through the ownership of shares, by contract or otherwise; or
- (d) having the ability, directly or indirectly, whether alone or together with another person (acting in concert) to ensure that the affairs of that person are conducted in accordance with his or its wishes, and
 - (i) the terms “**Controlling**” and “**Controlled**” shall be construed accordingly; and
 - (ii) any two or more persons acting together to secure or exercise Control of another person shall be viewed as Controlling that other person;

“**Copper Derivative Amount**” means USD 19,100,000 (nineteen million one hundred thousand US dollars);

“**Cupric Africa Accounts**” means the audited financial statements of Cupric Africa Proprietary Limited for the accounting reference period ended on the Accounts Date, together with, in each case, the auditors’ and directors’ reports and the notes to the audited financial statements, such

financial statements comprising a balance sheet, a profit and loss account and a cash flow statement (as set out in Data Room folder 21.9.1.4.3);

“Cupric Africa Transaction” means the sale of 100% of the shares in Cupric Africa Proprietary Limited from the Lead Seller to KCM pursuant to a share sale and purchase agreement dated 13 October 2023;

“Cure Date” means 15 Business Days before the Completion Date or the Deferred Completion Date (as applicable);

“D&O Insurance” has the meaning given in Clause 17.3;

“Data Room” means the “Project Leopard – Round 1 & 2 VDR” data room hosted by iDeals VDR comprising the documents and other information relating to the Business and the Group Companies made available to the Purchaser online at ww8.idealsvdr.com as at 19:00 (UK time) on 16 November 2023 (including, for the avoidance of doubt, folder 22 which is titled “Additional Information”), the contents of which are contained on a USB drive provided by or on behalf of the Sellers as soon as reasonably practicable following the date of this Agreement;

“DCB” means Discovery Copper Botswana (Pty) Limited;

“Debt Discharge Amount” means the amount specified by the Lead Seller in the Completion Payments Schedule required to discharge all amounts owed by a Group Company (including principal, interest and any break, prepayment or any other fees, costs and expenses or any other payable amounts) under the Existing Facilities, on Completion, but excluding the Actual Settlement Amount and the Actual Copper Derivative Amount;

“Deferred Completion Date” has the meaning given in Clause 9.4;

“Direct Report Person” means (as applicable):

- (a) Neo Kwakwa (Acting General Manager);
- (b) Tobokani Moseletha (Finance Manager);
- (c) Oarabile Disang (Exploration Manager);
- (d) Logic Sebopeng (Mining Manager);
- (e) Mompati Babusi (Process Manager);
- (f) Vincent Mothupi (Human Resources Manager); and
- (g) Gomolemo Gaolatlhe (Safety and Health Manager);

“Disclosed” means disclosed in the Disclosed Information with sufficient details to enable a reasonable purchaser to identify the nature and scope of the fact, matter or circumstance disclosed;

“Disclosed Information” means the information in:

- (a) the Disclosure Letter;
- (b) the contents of the Data Room,
- (c) Q&A Responses;
- (d) the contents of this Agreement; and
- (e) the contents of the VDD Reports;

“Disclosed Seller Transaction Costs” means those Seller Transaction Costs set out in the Completion Payments Schedule, being those Seller Transaction Costs where the precise and final quantum is known by the Lead Seller on the date the Completion Payments Schedule is provided;

“Disclosed Seller Transaction Costs Amount” means an amount equal to: (i) the sum of the Disclosed Seller Transaction Costs; less (ii) the sum of the Excluded Transaction Costs (in each case, as set out in the Completion Payments Schedule);

“Disclosure Letter” means the letter of today’s date from the Sellers to the Purchaser and delivered to the Purchaser before the execution of this Agreement;

“Dispute” has the meaning given in Clause 35.3;

“Dispute Notice” has the meaning given in Clause 35.3;

“Encumbrance” means any pledge, charge, lien, mortgage, debenture, hypothecation, security interest, pre-emption right or option;

“Estimated Principal Discharge Amount” means the amount set out in Schedule 15 that corresponds with the Completion Date;

“Excluded Transaction Costs” means any professional fees, expenses or other costs including, in each case, any irrecoverable VAT paid, payable, required to be accounted for or agreed to be paid or incurred, or owing by, any member of the Group since the Locked Box Date in relation to the legal and tax vendor due diligence prepared in connection with the Transaction;

“Existing Facilities” means the RK Facility Agreement, the RG Overrun Facility and the finance and security documents contemplated by and entered into in connection with, the RK Facility Agreement and/or the RG Overrun Facility;

“Extended Long Stop Date” has the meaning given in Clause 5.15;

“Forecast” means the forecast for the mining operations set out on page 43 of the KCM Monthly Report September 2023 Data Room reference 21.9.2.1.4.9;

“Fundamental Warranty” means the Warranties set out in paragraphs 1, 2, 3.2 and 3.3 of Schedule 5 (*Warranties*) and **“Fundamental Warranty”** shall mean any one of them;

“Fundamental Warranty Claim” means a claim by the Purchaser for a breach of a Fundamental Warranty;

“GNRI” means GNRI Manco Limited (trading as Global Natural Resource Investments of 4th Floor, 14 Curzon Street, Mayfair, London W1J 5HN);

“GNRI Monitoring Fee” means the monitoring fee payable to GNRI for ongoing services provided to the Group Companies;

“Government Entities” means any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry (including any Government Official of a ministry), central bank, court, tribunal, arbitral body, commission, board, bureau or agency (whether domestic or foreign) and any subdivision thereof;

“Government Official” means (i) any official, employee, agent, advisor or consultant of a government or any federal, regional or local department, agency, state-owned enterprise or corporation or any other instrumentality thereof; (ii) any official or employee or agent of a public international organisation; or (iii) any official or employee or agent of a political party or candidate for political office;

“**Group**” means the Company and its Subsidiaries and the expression “**Group Company**” shall be construed accordingly;

“**Hardware**” means any and all: (a) computer, telecommunications and network equipment; (b) operation user manuals; (c) maintenance manuals; and (d) associated documentation (but not including Software);

“**Individual Warranty**” means the Warranty set out in paragraph 1 of Schedule 5 (*Warranties*);

“**Intellectual Property**” means patents, utility models, trade marks, service marks, logos and get-up, trade and business names, registered designs, design rights, copyright and neighbouring rights (including rights in Software), database rights, domain names, rights in Business Information, inventions, know-how, trade secrets, confidential information of all kinds and other similar proprietary rights which may subsist in any part of the world and whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations;

“**Interest Payment Amount**” means an amount equal to: $(A \times B \times C) / 365$, where A is the Agreed Rate, B is an amount that is equal to the Base Consideration less the Disclosed Seller Transaction Costs Amount, and C is the number of calendar days from (and excluding) the Locked Box Date to (and including) the Completion Date or the Deferred Completion Date (as applicable) as notified in the Completion Payments Schedule but in all cases will not be less than US\$148,000,000 and will not be more than US\$188,000,000;

“**Intra-Group Arrangements**” means:

- (a) all agreements between a Seller and any member of the Group; and
- (b) any other intra-group arrangements between a Seller and any member of the Group relating to the provision of services, or grant of rights and privileges, between them, including management services, recharge agreements and trade mark licences;

“**Intra-Group Borrowings**” means, in relation to each member of the Group, the aggregate of all intra-group financial indebtedness (expressed in US dollars (US\$)) of that member of the Group owing to a Seller as at the Completion Date or Deferred Completion Date (as applicable), including all cash sums held by that member of the Group for or on behalf of a Seller and all amounts required to be paid by the relevant member of the Group as a result of, in relation to or in respect of Tax, in each case as set out in the Intra-Group Debt Statement but excluding the Seller Commitments and excluding any accrued dividends payable;

“**Intra-Group Debt Statement**” has the meaning given in Clause 10.3;

“**Intra-Group Lendings**” means, in relation to each member of the Group, the aggregate of all intra-group financial indebtedness (expressed in US dollars (US\$)) owing to that member of the Group by a Seller as at the Completion Date or Deferred Completion Date (as applicable), including all cash sums held by that Seller for or on behalf of any member of the Group, in each case as set out in the Intra-Group Debt Statement but excluding the Seller Commitments;

“**IT Systems**” means Hardware, Software, communications networks, telephone switchboards, micro-processors and firmware and other information technology equipment and any other items that connect with any or all of them which, in each case, are owned or used by a Group Company;

“**KCM**” means Khoemacau Copper Mining (Pty) Limited;

“**Key Executive**” means any person that forms part of the executive team of the Group and whose total gross annual fixed remuneration exceeds US\$250,000 (or its equivalent in applicable local currency);

“**Knowledge Group**” has the meaning given in Clause 11.2;

“**Lead Seller**” has the meaning given in Schedule 1 (*The Sellers*);

“**Lead Seller Designated Account**” means the US dollar-denominated bank account notified by the Lead Seller to the Purchaser in the Completion Payments Schedule;

“**Lead Seller Pro Rata Consideration Amount**” means an amount equal to the Lead Seller’s Pro Rata Portion of the Consideration less any Adjustment;

“**Leakage**” means, in each case, during the period from (but excluding) the Locked Box Date to (and including) the date of Completion:

- (a) any:
 - (i) dividend or distribution (whether in cash or in kind) or any payments in lieu of any dividend or distribution, declared, paid or made;
 - (ii) redemption, repurchase, repayment or return of shares or other securities, or return of capital (whether by reduction of capital or otherwise and whether in cash or in kind);
 - (iii) payment of principal of, or interest on, any loan;
 - (iv) consultant, advisory, management, monitoring, service, shareholder or other fees, charges or compensation of a similar nature paid;
 - (v) waiver or forgiveness of any amount owed to any member of the Group or release of any obligation;
 - (vi) assets or rights transferred, surrendered or encumbered or liability, indebtedness, losses or obligation (contingent or otherwise) assumed or discharged, or incurred, or guaranteed or indemnified; and
 - (vii) payment or agreement to pay any fees, costs, expenses or other amounts in connection with any of the matters referred to above,

by any member of the Group to or for the benefit of any member of any Seller Group;

- (b) any:
 - (i) Seller Transaction Costs incurred or paid; and
 - (ii) bonuses, incentives or commission (including any transaction or retention bonuses for management) paid or made (or declared to be or treated as paid or made) to any director, officer or any employee of the Group or to any trust to which any such person is the beneficiary in connection with the preparation, negotiation or consummation of the Transaction other than in the ordinary course of such person’s employment;
- (c) any agreement to enter into or carry out any of the actions or matters set out in paragraphs (a) and (b) above; and
- (d) any Tax becoming payable at any time by any member of the Group directly as a result of any of the matters referred to in paragraphs (a) and (b) above, net of: (1) the amount of any Relief which is or will be available in relation to or arising as a result of any of paragraphs (a) and (b) above; and (2) any amount of or in respect of recoverable VAT in relation to or arising as a result of any of paragraphs (a) and (b) above;

but, in each case, not including any Permitted Leakage;

“Leakage Claim” means a claim made by the Purchaser in respect of Leakage under Clause 4;

“Leased Properties” means the leased land and premises currently owned, used or occupied by the Group, details of which are set out in Part A of Schedule 11 (*Properties*);

“Legal VDD Reports” means the W&C Legal VDD Report, BBL Legal VDD Report and McCarthy Legal VDD Report;

“Life of Mine Plan” the production plan located in the financial model entitled “2023 06 08 Leopard Vendor Model_vF” , as set out in Data Room folder 1.2.1.1;

“Listing Rules” has the meaning given in Clause 5.1(d);

“Locked Box Accounts” means the unaudited financial statements of the Group as at and for the period ended on the Locked Box Date (as set out in Data Room folder 9.1.1.1);

“Locked Box Date” means 31 March 2023;

“Long Stop Date” means the date that is 9 months after (and excluding) the date of this Agreement or such other date as the Parties may agree in writing;

“Loss” or **“Losses”** means any and all losses, liabilities, actions and claims, including charges, costs, damages, fines, penalties, interest and all legal and other professional fees and expenses;

“Management Accounts” means the monthly simplified and abbreviated balance sheet, profit and loss and cashflow accounts of the Group as at each Management Accounts Date (Data Room Folder 21.9.2), and includes, where applicable, the equivalents for subsequent months;

“Management Accounts Date” means each accounting month end from January 2023 to September 2023;

“Material Adverse Change” means any single event or combination of events occurring (or which became known to the Sellers) between the date of this Agreement and the date of Completion which would have, or could reasonably be expected to have, the effect of reducing the ore, extracted from the Zone 5 deposit, processed at the Boseto processing facilities (in tonnes) in the 6-month period following Completion by 66% or more as against the planned level of ore, extracted from the Zone 5 deposit, processed at the Boseto processing facilities as set out in the Life of Mine Plan (and applying the Life of Mine Plan for the relevant 6-month period after Completion), other than to the extent that such relevant event occurs as a result of:

- (a) compliance by the Sellers or any member of the Seller Group with the terms of, or taking any action under, the Transaction Documents or an agreement entered into pursuant to the Transaction Documents;
- (b) any action taken by the Sellers or any member of the Seller Group by written agreement with, or with the written consent of the Purchaser, the Purchaser Guarantor or any of the Purchaser’s Group;
- (c) any change (whether or not such change has taken effect) to any law, statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute (including in respect of Tax), or its interpretation, application or non-application;
- (d) any change in general economic, political, business or financial conditions (including acts of war, declared and undeclared, armed hostilities, sabotage and terrorism);
- (e) any changes in foreign currency exchange rates, financial, securities, or other market conditions (including prevailing interest rates and commodities prices) generally;

- (f) any change or effect that is cured (including by payment of money) or ceases to exist on or before the Completion Date;
- (g) any change in financial reporting standards, accounting policies, accounting standards or generally accepted accounting principles;
- (h) the unavailability (at commercially reasonable prices) of critical inputs required for the conduct of the Business supplied by third parties, except where the Sellers' breach of this Agreement or any member of the Seller Groups' breach of another agreement causes that unavailability;
- (i) any industrial action, strike, lockout or other labour difficulty, except where a member of the Seller Group acts negligently or breaches an agreement and such breach or negligence causes such industrial action, strike, lockout or other labour difficulty;
- (j) the satisfaction or waiver of a Condition;
- (k) any fact, matter or circumstance of which the Purchaser or the Purchaser Guarantor is aware as at the date of this Agreement, and is treated as having actual knowledge of (on the same basis as described in section 3.1 of Schedule 8); or
- (l) any act or omission (including any decision) by the Sellers or any member of the Seller Group in respect of which the Purchaser or the Purchaser Guarantor has participated without raising any material objections;

“McCarthy Legal VDD Report” means the “Project Leopard Preliminary Due Diligence Report” prepared by McCarthy Tetrault LLP for the Company dated 8 August 2023;

“Mining Licences” means Mining Licences ML2015/05L and ML2010/99L, issued by the Minister of Mineral Resources, Green Technology and Energy Security of Botswana in favour of KCM and DCB pursuant to the Mines and Minerals Act [Cap 66:01];

“Mining Operation” means the operation of the Khoemacau Mine;

“MMG Africa Resources” means MMG Africa Resources Company Limited, a company incorporated in Hong Kong with its registration number 3331720 and its address at Unit 1208, 12/F, China Minmetals Tower, 79 Chatham Road South, Tsimshatsui Kowloon, Hong Kong;

“NDRC” means the National Development and Reform Commission in the PRC;

“NDRC Filing” means the notification filing that any member of the Purchaser's Group is required to make in respect of the Transaction to the NDRC;

“Notice” has the meaning given in Clause 32.1;

“Order” means any writ, judgement, injunction, decree, determination, award, requirement, sanction, penalty, notice or order of any Governmental Entity (whether preliminary or final) other than the Governmental Entities referred to in Clauses 5.1(a) to 5.1(e) inclusive;

“Owned Business Intellectual Property” means all Business Intellectual Property that is owned, or purported to be owned, by a Group Company;

“Parent Undertaking” means an Undertaking which, in relation to another Undertaking, a **“Subsidiary Undertaking”**:

- (a) holds a majority of the voting rights in the Undertaking; or
- (b) is a member of the Undertaking and has the right to appoint or remove a majority of its board of directors (or analogous body, including a management board and supervisory council); or

- (c) has the right to exercise a dominant influence over the Undertaking, by virtue of provisions contained in its constitutional documents or elsewhere; or
- (d) is a member of the Undertaking and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in the Undertaking,

and an Undertaking shall be treated as the Parent Undertaking of any Undertaking in relation to which any of its Subsidiary Undertakings is, or is to be treated as, Parent Undertaking, and “**Subsidiary Undertaking**” shall be construed accordingly;

“**Party**” means a party to this Agreement and “**Parties**” shall mean the parties to this Agreement;

“**Payer**” has the meaning given in Clause 29.3.

“**Payment Obligation**” has the meaning given in Clause 29.1;

“**Permitted Leakage**” has the meaning given to it in Schedule 9 (*Permitted Leakage*);

“**PRC**” means the People’s Republic of China;

“**Pre-Closing Budget**” means the budget and work-plan agreed between the Lead Seller and the Purchaser for the expenditure of the Group between 1 November 2023 and 30 June 2024 in the agreed form set out in Schedule 14 (*Pre-Closing Budget*) or as otherwise agreed between the Lead Seller and the Purchaser;

“**Press Releases**” means the press releases in the agreed form in connection with the Transaction set out in Schedule 16;

“**Principal Discharge Amount**” means the amount specified by the Lead Seller in the Completion Payments Schedule required to discharge the principal owed by a Group company under the Existing Facilities, on Completion, less any interest capitalised under the Existing Facilities between 30 September 2023 and the Completion Date or Deferred Completion Date, as applicable, but excluding the Actual Settlement Amount and the Actual Copper Derivative Amount;

“**Pro Rata Consideration**” means: in relation to the Lead Seller, the Lead Seller Pro Rata Consideration Amount; in relation to Seller 2, the Seller 2 Pro Rata Consideration Amount; in relation to Seller 3, the Seller 3 Pro Rata Consideration Amount; and, in relation Seller 4, the Seller 4 Pro Rata Consideration Amount;

“**Pro Rata Portion**” means, in relation to a Seller, the percentage figure specified opposite that Seller’s name in the fourth column of Schedule 1 (*The Sellers*);

“**Proceedings**” has the meaning given in Clause 35.2;

“**Project Licences**” means the Mining Licences and the Prospecting Licences;

“**Properties**” means the Leased Properties and the properties or interests listed in Part B of Schedule 11;

“**Prospecting Licences**” means Prospecting Licence numbers PL 95/2019, PL001/2006, PL002/2006, PL003/2006, PL004/2006, PL005/2006, PL098/2005, PL099/2005, PL100/2005, PL101/2005, in each case issued by the Minister of Mineral Resources, Green Technology and Energy Security in favour of KCM and DCB pursuant to the Mines and Minerals Act [Cap 66:01];

“**Purchaser Business**” means the business of the Purchaser’s Group as conducted by it on the date of this Agreement and from time to time thereafter;

“Purchaser Debt Finance Documents” means the facility under which Top Create Resources Limited loans fund to MMG Africa Holdings Company Limited dated on or about the date of this Agreement;

“Purchaser’s Designated Account” means the bank account notified by the Purchaser to the Lead Seller from time to time;

“Purchaser’s Group” means the Purchaser, its Subsidiary Undertakings, any Parent Undertaking of the Purchaser and all other Subsidiary Undertakings of any such Parent Undertaking as the case may be from time to time (and including, after Completion, the Group);

“Purchaser Guarantor’s Group” means the Purchaser Guarantor, its Subsidiary Undertakings, any Parent Undertaking of the Purchaser Guarantor, and all other Subsidiary Undertakings of any such Parent Undertaking as the case may be from time to time;

“Purchaser Guarantor Sanctions Warranties” means the warranties referred to in paragraph 3 of Schedule 7 (*Purchaser Guarantor Warranties*);

“Purchaser Guarantor Warranties” means the warranties referred to in Clause 15.1 given by the Purchaser Guarantor (*Purchaser Warranties and Undertakings*) and set out in Schedule 7 (*Purchaser Guarantor Warranties*);

“Purchaser’s Lawyers” means Herbert Smith Freehills;

“Purchaser Sanctions Warranties” means the warranties referred to in paragraph 4 of Schedule 6 (*Purchaser Warranties*);

“Purchaser Warranties” means the warranties referred to in Clause 15.1 (*Purchaser Warranties and Undertakings*) and set out in Schedule 6 (*Purchaser Warranties*);

“Q&A Responses” means the answers to the due diligence questions made available to the Purchaser or any member of the Purchaser’s Group (or its officers, employees or advisers), as set out in Data Room document 24.5;

“Recipient” has the meaning given in Clause 29.3(b);

“Registered Intellectual Property” means patents, registered trade marks and service marks, registered designs, domain name registrations (and applications for any of the same), that is owned, or purported to be owned, by a Group Company;

“Regulatory Authority” means:

- (a) the Competition and Consumer Authority;
- (b) SAMR; and
- (c) any other relevant government agency, court or body acting pursuant to any competition, antitrust or merger control law, statute or regulation in Botswana or PRC. If any other government agency, court or body acting pursuant to any competition, antitrust or merger control law, statute or regulation issues a request or an enquiry relating to the transactions contemplated by the Transaction Documents, then such government agency, court or body shall be deemed to be a Regulatory Authority for the purposes of Clauses 5.5, 5.6, 5.7, 5.8, 5.9, 5.14 and 7.3(e);

“Related Persons” has the meaning given in Clause 24.5;

“Relevant Authority” means the Government of Botswana or any Government Entity thereof;

“Relevant Party’s Group” means: in relation to the Purchaser, the Purchaser’s Group; in relation to a Seller, the Seller Group; and, in relation to the Purchaser Guarantor, the Purchaser Guarantor’s Group;

“Relevant Person” has the meaning given in Clause 15.8;

“Relevant Sale Shares” means, in relation to a Seller, those of the Shares which are to be sold by that Seller under this Agreement and in respect of which it is identified as a Seller in Schedule 1 (*The Sellers*);

“Relevant Sellers” means, in relation to a Claim, each Seller who is the subject of that individual Claim and **“Relevant Seller”** shall mean any one of them;

“Relief” means any relief, loss, charge, allowance, credit, debit, expense, set-off, deduction or exemption for any Tax purpose, any right to repayment of Tax and any right to a payment in respect of Tax;

“Resigning Director” means each director who at the date of Completion, or in the period between the date of this Agreement and Completion, resigns from their office as a member of the board of any of the Group Companies;

“RG Overrun Facility” means the unsecured, subordinated cost overrun facility entered into by and between RGLD and KCM dated 24 February 2019 as amended by an amendment letter dated 28 July 2023 which includes the notes issued under the facility for a sum of US\$18,000,000 on 7 April 2021 and for a sum of US\$7,000,000 on 6 July 2021;

“RGLD” means RGLD Gold AG;

“RK Facility Agreement” means the senior facility agreement entered into by and between, among others, RK Mine Finance and KCM dated 24 February 2019, as amended and restated on 8 July 2019 and further amended on 26 March 2021, 26 November 2021, 9 March 2022 and 13 December 2022;

“RK Mine Finance” means RK Mine Finance Cayman 1 Limited;

“SAMR” means the State Administration for Market Regulation in the PRC;

“Sanctioned Jurisdiction” means any country or territory which is itself, or whose government is, the target of comprehensive country-or-territory-wide Sanctions, which presently includes Iran, North Korea, Cuba, Syria, the Crimean region of Ukraine, the Luhansk People’s Republic, the Donetsk People’s Republic, the non-government controlled areas of the Kherson and Zaporizhzhia oblast and for the purposes of this Agreement, the Government of Venezuela;

“Sanctioned Person” means, at any time: (a) any person or entity that is the subject of any Sanctions administered or enforced by OFAC, the U.S. Department of State, the United Nations Security Council, His Majesty’s Treasury of the United Kingdom, the European Union or any European Union member state, or any other relevant Sanctions Authority (which for the purposes of the Ministry of Commerce of the PRC and Ministry of Foreign Affairs of the PRC, is a person on the list provided by the Purchaser to the Lead Seller by email on 31 October 2023); (b) any person or entity operating, organized or resident in a Sanctioned Jurisdiction; (c) any person or entity owned or Controlled, directly or indirectly, by any such person or persons described in the foregoing clauses (a) or (b); or (d) any person or entity that is otherwise the subject of Sanctions (“subject of Sanctions” signifying a person or entity with whom a U.S. person or entity or person or entity subject to the jurisdiction of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business, or other activities);

“Sanctions” means the economic or financial sanctions, export controls, or trade embargoes imposed, administered, or enforced from time to time by: (a) OFAC, the U.S. Department of

State, the U.S. Department of Commerce, or any other U.S. government authority or department, (b) His Majesty's Treasury of the United Kingdom, or any other United Kingdom government authority or department, (c) the European Union or any European Union member state, or any government, official institution or agency thereof; or (d) the United Nations Security Council;

"Sanctions Authority/ies" means, together: (a) the United States of America; (b) the United Nations; (c) the United Kingdom; (d) the European Union; (e) Canada; (f) solely for paragraph 26.2 of Schedule 5 (*Warranties*), the PRC; or (g) the respective governmental, legislative, executive, enforcement and/or regulatory authorities or bodies of any of the foregoing, including without limitation, OFAC, the U.S. Department of State, the U.S. Department of Commerce and His Majesty's Treasury and, solely for paragraph 26.2 of Schedule 5 (*Warranties*), Ministry of Commerce of the PRC and Ministry of Foreign Affairs of the PRC;

"Seller Commitments" has the meaning given in Clause 15.4(a);

"Seller Designated Accounts" means: in relation to the Lead Seller, the Lead Seller Designated Account; in relation to Seller 2, the Seller 2 Designated Account; in relation to Seller 3, the Seller 3 Designated Account; and, in relation to Seller 4, the Seller 4 Designated Account; and **"Seller Designated Account"** shall mean any one of them;

"Seller 2" has the meaning given in Schedule 1 (*The Sellers*);

"Seller 2 Designated Account" means the US dollar-denominated bank account notified by Seller 2 to the Purchaser in the Completion Payments Schedule;

"Seller 2 Pro Rata Consideration Amount" means an amount equal to Seller 2's Pro Rata Portion of the Consideration less any Adjustment;

"Seller 3" has the meaning given in Schedule 1 (*The Sellers*);

"Seller 3 Designated Account" means the US dollar-denominated bank account notified by Seller 3 to the Purchaser in the Completion Payments Schedule;

"Seller 3 Pro Rata Consideration Amount" means an amount equal to Seller 3's Pro Rata Portion of the Consideration less any Adjustment;

"Seller 4" has the meaning given in Schedule 1 (*The Sellers*);

"Seller 4 Designated Account" means the US dollar-denominated bank account notified by Seller 4 to the Purchaser in the Completion Payments Schedule;

"Seller 4 Pro Rata Consideration Amount" means an amount equal to Seller 4's Pro Rata Portion of the Consideration less any Adjustment;

"Seller Group" means, in respect of each Seller, that Seller and:

- (a) its Subsidiary Undertakings from time to time (excluding any portfolio company controlled by such Seller);
- (b) its limited partners and/or members from time to time;
- (c) its general partner and/or investment manager and/or advisers from time to time (each a **"Seller's Group Adviser"**); and
- (d) any Agents of any Seller's Group Adviser from time to time,

excluding the Group;

"Sellers' Lawyers" means White & Case LLP of 5 Old Broad Street, London EC2N 1DW;

“**Seller Transaction Costs**” means any professional fees, expenses or other costs including, in each case, any irrecoverable VAT paid, payable, required to be accounted for or agreed to be paid or incurred or owing by any member of the Group since the Locked Box Date, in each case in connection with the Transaction;

“**Settlement Amount**” has the meaning given to such term in the RK Facility Agreement.

“**Settlement Amount Cancellation Fee**” has the meaning given to such term in the RK Facility Agreement.

“**SHA**” means the shareholders’ agreement of the Company dated 17 July 2019;

“**Shares**” means the 356,880,716 Class A common shares without par value and the 48,205,227 Class B common shares without par value in the capital of the Company, being all of the issued and outstanding common shares in the capital of the Company;

“**Shareholder Approval Condition**” has the meaning given in Clause 5.1(d);

“**Software**” means any and all computer programs in both source and object code form, including all modules, routines and sub-routines thereof and all related source and other preparatory materials including user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and including any manuals or other documentation relating thereto and computer generated works;

“**Stock Exchange**” has the meaning given in Clause 5.1(d);

“**Stock Exchange Announcement**” has the meaning given in Clause 7.9(a);

“**Streaming Agreement**” means the Silver Purchase and Sale Agreement dated 24 February 2019, as amended on 8 July 2019, 30 March 2021, 26 November 2021, 18 September 2023 and 10 October 2023 between KCM and RGLD;

“**Subsidiaries**” means the companies, particulars of each of which are set out in Part 2 (*Details of the Subsidiaries*) of Schedule 2 (*The Group*), and “**Subsidiary**” shall mean any of them;

“**Subsidiary Undertaking**” means any Undertaking in relation to which another Undertaking is its Parent Undertaking;

“**Tax**” or “**Taxation**” means and includes all forms of taxation and statutory and governmental duties, levies, withholdings and deductions, in each case wherever and whenever imposed and including all related penalties and interest;

“**Tax Claim**” means a Tax Warranty Claim or a Tax Covenant Claim;

“**Tax Covenant**” means Schedule 10 (*Tax Covenant*);

“**Tax Covenant Claim**” means a Claim by the Purchaser under Schedule 10 (*Tax Covenant*);

“**Tax VDD Report**” means the “Project Leopard Tax Vendor Due Diligence Report” prepared by Ernst & Young LLP for the Company dated 8 August 2023;

“**Tax Warranties**” means the Warranties set out in paragraph 22 (*Taxation*) of Schedule 5 (*Warranties*), and “**Tax Warranty**” shall be construed accordingly;

“**Tax Warranty Claim**” means a Claim for breach of a Tax Warranty;

“**Taxation Authority**” means any governmental or other authority competent to impose Taxation;

“**Transaction**” means the acquisition by the Purchaser of the Shares pursuant to the terms and conditions of this Agreement;

“**Transaction Documents**” means this Agreement, the Disclosure Letter, the Purchaser Debt Finance Documents, and all other documents entered into pursuant to this Agreement and “**Transaction Document**” shall mean any one of them;

“**Transfer Taxes**” means any direct or indirect stamp, stamp duty, stamp duty reserve, documentary, registration or transfer Tax (including, for the avoidance of doubt, any direct or indirect real estate transfer or transaction tax) and any other similar or corresponding Tax, together with all fines, penalties, surcharges and interest thereon. For the avoidance of doubt, Transfer Taxes excludes capital gains taxes and corporate income taxes which are levied on a Seller by reference to any net gain arising on the sale of the Shares;

“**Underground Mining Agreement**” means the Underground Development, Infrastructure and Mine Production Agreement between KCM and Barminco located in folder 21.17.4.2.1 of the Data Room as amended from time to time;

“**Undertaking**” means a body corporate or partnership or an unincorporated association carrying on trade or business;

“**VAT**” means any Taxation levied by reference to added value, any sales or turnover Tax and any Tax of a similar nature;

“**VDD Reports**” means the Legal VDD Reports and Tax VDD Report;

“**Warranties**” means the warranties referred to in Clause 11.1 and set out in Schedule 5 (*Warranties*) and “**Warranty**” shall mean any one of them;

“**Warranty Claim**” means a claim by the Purchaser for a breach of any Warranty (other than a Fundamental Warranty);

“**Wilful Default**” a deliberate and purposeful act or omission carried out with a reckless disregard or calculated regard for the consequences of the act or omission, but does not include any error of judgement, mistake, act or omission, whether negligent or not;

“**W&C Legal VDD Report**” means the “Project Leopard Legal Vendor Due Diligence Report” prepared by White & Case LLP for the Company dated 4 August 2023 and as updated on 14 August 2023;

“**W&I Insurer**” means Liberty Global Transaction Solutions;

“**W&I Policy**” means the buy-side warranty and indemnity insurance policy issued by the W&I Insurer on or around the date of this Agreement that insures the Warranties and the Tax Covenant; and

“**W&I Waiver**” has the meaning given in Clause 14.1.

- 1.2 Any reference to a document being in “**agreed form**” means in the form agreed between the Parties.
- 1.3 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, for the avoidance of doubt, email).
- 1.4 References to “**include**” or “**including**” are to be construed without limitation.
- 1.5 References to a “**company**” or “**body corporate**” include any company, corporation or other body corporate wherever and however incorporated or established.

- 1.6 References to a “**person**” include any individual, company, partnership, joint venture, firm, association, trust, governmental or regulatory authority or other body or entity (whether or not having separate legal personality).
- 1.7 The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.9 References to Clauses, paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement. A reference to this Agreement includes this Agreement as amended or supplemented in accordance with its terms.
- 1.10 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision.
- 1.11 References to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.12 Any provision of this Agreement which is expressed to bind or be an obligation of the Sellers shall bind and be an obligation of each of them severally (and thus not jointly nor jointly and severally) and any reference to “**the Sellers**” in this Agreement shall be construed as a reference to each Seller individually and severally (and thus not jointly nor jointly and severally) unless otherwise expressly provided.
- 1.13 Any reference to a currency in this Agreement shall be to US\$, and all payments required in accordance with this Agreement shall be made in US\$. For the purposes of applying a reference to a monetary sum expressed in US\$, an amount in a different currency shall be converted into US\$ on a particular date at an exchange rate equal to the mid-point closing rate for converting that currency into US\$ on that date as quoted in the London edition of the *Financial Times* first next published (or, if no such rate is quoted in the *Financial Times*, the mid-point closing rate quoted by Barclays Bank PLC in London).
- 1.14 References to “**material**” mean, save where the context requires otherwise, material having regard to the business, profits or assets of the Group taken as a whole.
- 1.15 Any reference to a Party using, or an obligation on a Party to use, its “**reasonable endeavours**” shall not oblige that Party to incur material expenditure save as expressly provided under the terms of this Agreement or to take any action which would be commercially onerous or unreasonable or detrimental to its commercial interests.
- 1.16 This Agreement shall be binding on and be for the benefit of the successors of the Parties.

2. Sale and Purchase

- 2.1 Each Seller shall sell and the Purchaser shall purchase its Relevant Sale Shares with all rights attaching to them at Completion, and each Seller shall transfer legal and beneficial title to its Relevant Sale Shares to the Purchaser free from all Encumbrances, on the terms of this Agreement.
- 2.2 None of the Sellers nor the Purchaser shall be obliged to complete the sale or purchase of any of the Shares unless the sale or purchase (respectively) of all the Shares is completed simultaneously.

3. Consideration

- 3.1 The total consideration for the sale and purchase of the Shares shall be the payment by the Purchaser to the Sellers at Completion, in aggregate, of an amount (the “**Consideration**”) equal to the sum of:
- (a) one billion, six hundred and six million, five hundred thousand US dollars (US\$1,606,500,000) (the “**Base Consideration**”); *plus*
 - (b) the Interest Payment Amount; *less*
 - (c) the Disclosed Seller Transaction Costs Amount; *less*
 - (d) the amount by which the sum of the Actual Copper Derivative Amount and the Actual Settlement Amount exceeds the Copper Derivative Amount, or *plus* the amount by which the sum of the Actual Copper Derivative Amount and the Actual Settlement Amount is less than the Copper Derivative Amount; *less*
 - (e) the amount by which the Principal Discharge Amount exceeds the Estimated Principal Discharge Amount, or *plus* the amount by which the Principal Discharge Amount is less than the Estimated Principal Discharge Amount (as applicable).
- 3.2 Payment of the Consideration by the Purchaser to the Sellers shall be made at Completion in accordance with paragraph 1.1 of Part 2 (*Purchaser’s Obligations*) of Schedule 4 (*Completion Arrangements*).

4. Leakage

4.1 Covenant

Each Seller severally covenants with the Purchaser that:

- (a) from (but excluding) the Locked Box Date to (and including) the date of this Agreement, there has been no Leakage;
- (b) from the date of this Agreement to (and including) the date of Completion, there will be no Leakage; and
- (c) there has been no agreement at any time to effect any Leakage at any time after the Locked Box Date,

in each case, save to the extent that such Leakage has been repaid prior to the date of Completion or the Group is otherwise kept whole in respect of such Leakage.

4.2 Adjustment for Leakage

- (a) If any breach of Clause 4.1 comes to the attention of the Purchaser on or prior to Completion, then, subject to the Lead Seller agreeing in writing that Leakage has occurred and agreeing in writing the amount to be paid by each Seller in respect of such Leakage (an “**Agreed Leakage Amount**”):
 - (i) an amount equal to the portion of the Agreed Leakage Amount attributable to each Seller’s breach (or that Seller’s Seller Group’s breach) shall be deducted from the Pro Rata Consideration to be paid to each such Seller at Completion; or
 - (ii) if the breach is not specific to one or more particular Seller (or its Seller Group), an amount equal to the Agreed Leakage Amount shall be deducted from the Consideration to be paid to the Sellers at Completion (in these

circumstances, notwithstanding any other provision of this Agreement, the Lead Seller shall be entitled to agree in writing the Agreed Leakage Amount on behalf of the Sellers).

- (b) For the avoidance of doubt:
 - (i) the fact that any Leakage comes to the attention of the Purchaser on or prior to Completion but no Agreed Leakage Amount is agreed pursuant to this Clause 4.2 in respect of it shall not affect the Sellers' (or each Seller's) obligations or the Purchaser's rights pursuant to Clauses 4.1 and 4.3 or otherwise under this Agreement in respect of that Leakage; and
 - (ii) the fact that an Agreed Leakage Amount has been agreed pursuant to this Clause 4.2 in respect of any Leakage shall not preclude the Purchaser from recovering any further amounts payable under Clause 4.3 in respect of such Leakage that has not been taken into account in the Agreed Leakage Amount.

4.3 Payment for Leakage

If any breach of Clause 4.1 occurs (other than in respect of the Agreed Leakage Amount):

- (a) each Seller shall be liable to pay to the Purchaser on demand an amount in cash equal to the amount of such Leakage attributable to that Seller's (or its Seller Group's) breach; or
- (b) if the breach is not specific to any particular Seller or its Seller Group, then the Sellers shall pay (in aggregate) to the Purchaser an amount in cash equal to the amount of such Leakage (the "**Aggregate Leakage**") (provided that each Seller shall be liable to pay only an amount equal to their Pro Rata Portion of the Aggregate Leakage).

4.4 Limitations

- (a) The liability of the Sellers under this Clause 4 shall terminate on the expiry of the period of six (6) months following the date of Completion, save in respect of any such claim of which the Purchaser has given notice in writing to the Seller(s) before the expiry of that period containing reasonable details (to the reasonable satisfaction of the Seller(s)) of the relevant breach and of the calculation of the amounts claimed.
- (b) The aggregate liability of a Seller in respect of all claims against such Seller under this Clause 4 other than those referred to in Clause 4.3(b) shall not exceed the amount of Leakage received by that Seller (or its Seller Group).
- (c) The aggregate liability of the Sellers in respect of all claims against the Sellers of the type referred to in Clause 4.3(b) shall not exceed the amount of Aggregate Leakage received by the Seller Group.
- (d) The Sellers shall have no liability to the Purchaser under Clauses 4.1, 4.2 or 4.3 if Completion does not occur.

5. Conditions

5.1 The obligations of the Sellers and the Purchaser to complete the sale and purchase of the Shares are in all respects conditional on the satisfaction (or waiver, as the case may be) of the following matters (the "**Conditions**"):

- (a) with regard to each of the Project Licences, the approval of the Botswanan Minister of Minerals and Energy to the change in control in the Group brought about by the sale and purchase of the Shares having been obtained, evidenced in writing and not

withdrawn, such approval being either unconditional or on conditions that do not have a material adverse effect (the “**Botswana CoC Condition**”);

- (b) the approval of the Transaction by the Competition and Consumer Authority having been obtained, evidenced in writing and not withdrawn, such approval being either unconditional or on conditions that do not have a material adverse effect;
- (c) the approval of the Transaction by SAMR, having been obtained, evidenced in writing and not withdrawn;
- (d) the requisite majority of relevant shareholders of the Purchaser Guarantor as required under the rules entitled the “Rules (the “**Listing Rules**”) Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) as published by the Stock Exchange from time to time, shall have approved as a “Major Transaction” (as defined in the Listing Rules) by written shareholders' approval under Rule 14.44 of the Listing Rules, the entry by the Purchaser into this Agreement and the transactions contemplated by this Agreement (the “**Shareholder Approval Condition**”);
- (e) completion by the Purchaser of an NDRC Filing; and
- (f) there shall be no Order in effect that prohibits the Sellers and Purchaser completing the sale and purchase of the Shares.

For the avoidance of doubt, the Condition in Clause 5.1(d) shall not be waived by any of the Parties for any reason whatsoever.

5.2 The Sellers shall use their best endeavours to procure the fulfilment of the Botswana CoC Condition as soon as possible, and in any event before the Long Stop Date including making all appropriate filings within ten (10) Business Days of this Agreement.

5.3 The Purchaser shall:

- (a) subject to Clause 5.6, use its best endeavours to procure the fulfilment of the Botswana CoC Condition and Antitrust Conditions as soon as possible, and in any event before the Long Stop Date, including making all appropriate filings within ten (10) Business Days of this Agreement (provided that all necessary information and documents are provided by the Sellers upon request with no unreasonable delay);
- (b) use its best endeavours to procure the fulfilment of the Shareholder Approval Condition as soon as possible, and in any event before the Long Stop Date; and
- (c) submit the NDRC Filing to the NDRC as soon as practicable following the date of this Agreement and in any event within ten (10) Business Days of this Agreement.

5.4 Without limiting the generality of Clause 5.3 and Clause 15.4, the Purchaser Guarantor and Purchaser agree to provide or procure the provision of any guarantee in favour of the Government of Botswana in respect of the Group’s obligations under the Project Licences as may be requested by the Minister of Mineral Resources, Green Technology and Energy Security in connection with the satisfaction of the Botswana CoC Condition.

5.5 In respect of the Antitrust Conditions, the Purchaser shall:

- (a) prepare and submit any notifications, filings or submissions (or drafts thereof as appropriate in certain jurisdictions) to the applicable Regulatory Authority within ten (10) Business Days from the later of the date of this Agreement or, in the case of a Regulatory Authority not identified in this Agreement, the date of that Regulatory Authority issues a request or enquiry relating to the transactions contemplated by the Transaction Documents, with all information required in connection therewith,

provided that all necessary information and documents are provided by the Sellers upon request with no unreasonable delay;

- (b) allow the Lead Seller the opportunity to participate in any important/substantial call or meeting with the Regulatory Authority, and within two (2) Business Days inform the Lead Seller of the content of any meeting, material conversation and any other communication which takes place between the Purchaser (or its Agents) and the Regulatory Authority in which the Lead Seller did not participate and provide copies or, in the case of non-written communications, a written summary, to the Lead Seller;
- (c) procure that the Lead Seller is given a reasonable opportunity to review and comment on drafts of all notifications, filings and submissions before they are submitted to the Regulatory Authority and provide the Lead Seller with final copies of all such notifications, filings and submissions (it being acknowledged that certain such drafts and/or documents may be shared on a confidential basis only with outside counsel) and take account of any reasonable comments that the Lead Seller may have;
- (d) use its best endeavours to avoid any declaration of incompleteness by the Regulatory Authority or any other suspension of the periods for clearance;
- (e) not, without the prior written consent of the Lead Seller, withdraw any notification, filing or submission made to the Regulatory Authority; and
- (f) bear all filing fees (and necessary translation costs) associated with the notification and filings made in order to satisfy the Antitrust Conditions, with each Party bearing its own legal fees.

5.6 In respect of the Conditions in Clause 5.1(a) and 5.1(b), nothing in this Agreement shall require the Purchaser to offer to the relevant Regulatory Authorities or to accept or agree any undertakings, commitments, conditions, modifications or remedies, whether involving divestments or disposals or constraints on prices or other behaviour or otherwise in order to obtain the satisfaction such Conditions (each, a “Regulatory Undertaking”), in each case to the extent that such a Regulatory Undertaking would have a material adverse effect.

5.7 The Sellers and the Purchaser agree that the Purchaser shall be primarily responsible for responding to all requests and enquiries from the Regulatory Authority and such requests and enquiries shall be dealt with, in each case, by the Lead Seller and the Purchaser in consultation with each other and the Lead Seller and the Purchaser shall co-operate with each other and the Regulatory Authority, to the extent necessary and on a confidential basis, and provide all necessary information and assistance reasonably required by the other or by the Regulatory Authority as soon as reasonably practicable upon being requested to do so, provided that any information provided in relation to a Seller (rather than the Group) shall be provided only to the Regulatory Authority and the Purchaser’s Lawyers on a strictly confidential basis and shall not be provided to the Purchaser.

5.8 Nothing in Clause 5.5 and 5.7 shall require a Party to share information, documents or communications with the other if prohibited by a Regulatory Authority from doing so.

5.9 Nothing in Clause 5.5 and 5.7 shall require a Party to disclose to or receive from the other any competitively sensitive information or business secrets. In order to comply with their obligations in Clause 5.5 and 5.7, the Parties will make arrangements for the provision of copies of relevant information, documents and communications to the other Party’s external advisors on an external advisor only basis together with redacted versions excluding any such competitively sensitive information or business secrets to the other Party.

5.10 Without prejudice to Clauses 5.2 and 5.3, each of the Purchaser (on the one hand) and the Sellers (on the other hand) will promptly:

- (a) co-operate with the other with a view to achieving satisfaction of the Botswana CoC Condition;
 - (b) provide the other with any necessary information, assistance and documents reasonably required for the purposes of making any submissions and notifications or filings necessary for the purposes of satisfying the Botswana CoC Condition; and
 - (c) provide any Relevant Authority with any necessary information or documents required by such Relevant Authority for the purposes of satisfying the Botswana CoC Condition.
- 5.11 Each Seller undertakes to notify the Purchaser (and any other Seller which is not otherwise aware) in writing, and the Purchaser undertakes to notify the Sellers in writing, of anything which will or may prevent any of the Conditions from being satisfied on or before the Long Stop Date or Extended Long Stop Date (if applicable) promptly after it comes to their attention.
- 5.12 The Purchaser undertakes to notify the Lead Seller as soon as possible on becoming aware that any of the Conditions has been satisfied.
- 5.13 Each of the Sellers and the Purchaser shall bear and pay its own costs and expenses (including all legal expenses) incurred by it in connection with or incidental to the satisfaction of the Conditions, save that the Purchaser shall be responsible for any fees, charges or other costs payable in connection with the submissions, notifications or filings referred to in Clause 5.5(a).
- 5.14 Except with the written consent of the Lead Seller, the Purchaser shall not, and shall procure that each member of the Purchaser's Group shall not, directly or indirectly, either alone or in partnership or jointly or in conjunction with any person, as principal, agent, shareholder or in any other manner whatsoever, contact any Government Entities (including any Government Official thereof) in connection with the Transaction other than any Regulatory Authority.
- 5.15 The Lead Seller may, at its sole discretion, by written notice to the Purchaser, extend the Long Stop Date by up to three (3) months from the Long Stop Date, and the new Long Stop Date resulting from such extension shall be the "**Extended Long Stop Date**".
- 5.16 If any of the Conditions are not fulfilled or waived on or before the Long Stop Date or the Extended Long Stop Date (if applicable), the Lead Seller may, at its sole discretion, be entitled to treat this Agreement as terminated subject to, and on the basis set out in, Clause 16.2.
- 5.17 If, at any time on or prior to the Long Stop Date or the Extended Long Stop Date (if applicable), the Lead Seller becomes aware that any Condition cannot be satisfied or fulfilled and it has given notice thereof as contemplated by Clause 5.11, it may thereafter, in its sole discretion, be entitled to treat this Agreement as terminated subject to, and on the basis set out in, Clause 16.2.
- 5.18 Where the Agreement is terminated by the Lead Seller pursuant to Clause 5.16 or Clause 5.17 solely as a result of any one or more of the Conditions in Clauses 5.1(c), 5.1(d) or 5.1(e) not being satisfied, the Purchaser shall pay the Pro Rata Portion of the Break Fee to each Seller. The Purchaser shall make such payment within thirty (30) Business Days after the later of the date of termination and the date the Purchaser receives notice of US dollar-denominated bank account details from all Sellers.
- 5.19 Payment of the Break Fee in accordance with Clause 5.18 shall be the Sellers' sole and exclusive remedy for such termination.
- 5.20 If, at any time on or prior to the Long Stop Date or the Extended Long Stop Date (if applicable), the Lead Seller or the Purchaser concludes that there is an Order in effect as contemplated by Clause 5.1(f), such Party may provide written notice to the other Party at any time thereafter, at its sole discretion, terminating this Agreement subject to, and on the basis set out in, Clause 16.2.

6. Signing Deliverables

- 6.1 On the date of this Agreement, the Sellers shall undertake those actions listed in Part 1 (*Sellers' Obligations*) of Schedule 3 (*Signing Deliverables*).
- 6.2 On the date of this Agreement, the Purchaser shall undertake those actions listed in Part 2 (*Purchaser's Obligations*) Schedule 3 (*Signing Deliverables*).

7. Pre-Completion Obligations

- 7.1 From the date of this Agreement until Completion, the Sellers shall:
- (a) procure that each Group Company will conduct its business in the ordinary course;
 - (b) procure that the Khoemacau Mine will be operated in a manner consistent with the standard of a reasonable and prudent mine operator in accordance with good industry practice; and
 - (c) use reasonable endeavours to procure that the business is operated substantially in accordance with the Pre-Closing Budget and the Forecast.
- 7.2 Subject to Clause 7.3, during the period referred to in Clause 7.1, in the absence of the prior written approval of the Purchaser (such approval not to be unreasonably withheld or delayed), the Sellers shall procure that no Group Company will do or agree to do any of the following:
- (i) dispose of or grant any option in respect of any material part of its assets in excess of US\$2,000,000;
 - (ii) make any material change in the nature or organisation of its business;
 - (iii) in respect of any contract whose annual value (in terms of either revenue or cost to the Group) is, or is reasonably expected to be, in excess of US\$5,000,000, enter into, modify or terminate such contract, in each case where, in the case of any modification, the modification would have an annual value on the Group in excess of US\$2,000,000;
 - (iv) discontinue or cease to operate all or a material part of its business in a manner which is material to the Group as a whole;
 - (v) borrow money or incur any indebtedness in excess of US\$10,000,000 in aggregate, otherwise than in the ordinary course of business (and within limits subsisting at the date of this Agreement);
 - (vi) create, allot or issue any shares, loan capital or other securities;
 - (vii) acquire any share or other interest in any person with a value in excess of US\$1,000,000 or enter into any other venture or acquire any asset or business carried on by any person which is material in the context of the Group;
 - (viii) make any lodgements in connection with the management and conduct of the Tax affairs of a Group Company other than in the ordinary course of managing its Tax affairs;
 - (ix) fail to take any action to maintain in force any of its material insurance policies or do anything to make any material insurance policy void or voidable or reduce the level of insurance cover provided in a manner which could reduce the cover in a material way; or
 - (x) amend its articles of association, by-laws or equivalent constitutional documents or adopt further articles of association, by-laws or equivalent constitutional documents.

7.3 Clauses 7.1 and 7.2 do not apply in respect of and shall not operate so as to restrict or prevent:

- (a) any matter reasonably undertaken in an emergency or disaster situation relating to health and safety, environment or security, with the intention of and to the extent only of those matters strictly required with a view to minimising any adverse effect of such situation on any member of the Group (and of which the Purchaser will be promptly notified in writing);
- (b) any matter expressly permitted by, or necessary for performance of, this Agreement or any of the other Transaction Documents or necessary for Completion;
- (c) any matter undertaken at the written request or with the written consent of the Purchaser;
- (d) any matter undertaken substantially in accordance with the Pre-Closing Budget;
- (e) providing information to any Regulatory Authority in the ordinary course of business; and
- (f) any matter to the extent required by law.

7.4 During the period between the date of this Agreement and Completion:

- (a) the Sellers agree to provide reasonable assistance (including assistance with the preparation of required filings (to be made after Completion) and including the provision of information reasonably requested), as the Purchaser may reasonably request, in undertaking the Purchaser's preparations for any administrative or court filing after Completion provided always that no filing, submission, application or formal step shall be made by any person in relation to any restructuring, reorganisation, merger or consolidation of any Group Company with or to any registry, any court, any Government Entity or Taxation Authorities prior to Completion and the form and scope of information to be provided in relation to the Affiliates of the Seller's Group to the Purchaser (whether or not included in such filing or notification) is a matter in the respective Seller's sole discretion;
- (b) the Sellers agree to provide:
 - (i) reasonable assistance to facilitate engagement between the Purchaser's Group (including their Agents) and RK Mine Finance;
 - (ii) a notification to RK Mine Finance promptly upon its entry into this Agreement and confirm this Agreement provides for full prepayment of the liabilities under the RK Facility Agreement;
 - (iii) reasonable assistance to facilitate notification to RK Mine Finance of the prepayment of all loans owing under or in connection with RK Facility Agreement at Completion;
 - (iv) reasonable assistance to facilitate the Purchaser's Group (including their Agents) obtaining agreement of RK Mine Finance for payment of the Settlement Amount Cancellation Fee at Completion;
 - (v) reasonable assistance to facilitate the Purchaser's Group (including their Agents) in preparing and obtaining all releases of security, and other requirements in relation to or under the RK Facility Agreement, as reasonably required by the Purchaser;
 - (vi) reasonable assistance to facilitate engagement between the Purchaser's Group (including their Agents) and RGLD in relation to or under the Streaming

Agreement with respect to the Transaction or any restructuring, reorganisation, merger or consolidation undertaken after Completion by the Purchaser;

- (vii) reasonable assistance to facilitate engagement between the Purchaser's Group (including their Agents) and RGLD relating to the prepayment of the RG Overrun Facility and Intra-Group Borrowings; and
- (viii) reasonable assistance to facilitate engagement between the Purchaser's Group (including their Agents) and RK Mine Finance or RGLD (as applicable) with respect to the arrangements contemplated under clause 7.11,

in each case within the applicable timeline required and as reasonably required by the Purchaser. The Purchaser shall reimburse the Sellers for its reasonable expenses incurred in compliance with this Clause 7.4.

- 7.5 Not less than thirty (30) calendar days in advance of the anticipated Completion Date, the Seller must provide written notice of Completion along with requisite details in relation to Completion, to RGLD in accordance with clause 12.1(f) of the Streaming Agreement.
- 7.6 Without limiting the Seller's obligations in Clause 7.4(b), the Purchaser shall be responsible for preparing the drafts of the relevant documents required in connection with the prepayment or cancellation of the Existing Facilities and/or release of any related security or guarantees.
- 7.7 After the date of this Agreement until Completion, and subject to compliance with laws and Clause 7.8, the Sellers shall take reasonable steps to ensure that:
- (a) the Purchaser is kept reasonably informed of material issues with respect to the Mining Operations;
 - (b) the Purchaser is kept reasonably updated with respect to progress on the negotiations with Barminco in relation to the scope and extension of the Underground Mining Agreement; and
 - (c) the Purchaser is provided reasonable access to the Mining Operations or offices of KCM or DCB, as an observer, provided the terms of such access are agreed in advance between the Lead Seller and the Purchaser on notice of not less than five (5) Business Days and such access does not cause material interference or disturbance to the Mining Operations,
- as reasonably necessary for the purposes of ascertaining the degree of compliance by the Sellers with the covenants contained in this Agreement.
- 7.8 The Parties agree that if any of the information to be provided pursuant to Clauses 7.4 and 7.7 is competitively sensitive information, such information shall only be exchanged subject to appropriate safeguards, such as to members of a clean team or external legal counsel.
- 7.9 The Sellers acknowledge and agree that, as a result of this Transaction and signing this Agreement:
- (a) the Purchaser Guarantor must prepare and publish an announcement (the "**Stock Exchange Announcement**") with respect to this Transaction before the start of the next trading session of Stock Exchange after the signing of this Agreement (which will be substantially in the agreed form as set out in Schedule 17); and
 - (b) after the publication of the announcement referred to in Clause 7.9(a), the Purchaser Guarantor must prepare a circular in respect of the Transaction (the "**Circular**"), and submit drafts to the Stock Exchange for vetting which the Purchaser Guarantor shall then publish and despatch to its shareholders within the prescribed period under the Listing Rules or such period as may be extended by the Stock Exchange.

7.10 From the date of this Agreement until Completion, the Sellers agree to provide reasonable assistance to the Purchaser's Group or its Agents as the Purchaser may reasonably request (including provision of documents and information as reasonably required, and facilitating access to employees, contractors, agents and premises of the Group Companies as reasonably required) in order to facilitate the Purchaser Guarantor's preparation of the Circular, any amendments thereto or any announcement which may be required by law or the Listing Rules. Such assistance shall include but shall not be limited to:

- (a) provision of information required by law or the Listing Rules to identify the ultimate beneficial owners of the Sellers provided that, prior to the provision of such information by the Sellers, the Parties mutually agree the form and scope of information required and appropriate confidentiality undertakings in respect of such information and in any event the Sellers shall not be required to disclose information regarding the ultimate beneficial owners except to the extent absolutely necessary pursuant to the Listing Rules;
- (b) provision of financial information required by law or the Listing Rules for inclusion in the Circular and access to auditors of the Group for the purpose of preparing information required by law or the Listing Rules for the Circular (to the extent not already provided to the Purchaser) including in respect of net profits of the Group for the time periods required for the Circular and in order to prepare accountants reports and income statements as required for the Circular; and
- (c) assistance as reasonably necessary with the preparation of the Competent Person's Report and Valuation Report in respect of the mineral assets (including a site visit, on reasonable notice and in reasonable numbers),

and the Purchaser shall reimburse the Sellers for its reasonable expenses incurred in compliance with this Clause 7.10, for the avoidance of doubt, the logistical arrangements to get to the Mining Operations shall be a matter for the Purchaser to arrange at its own cost and expense.

7.11 The Parties agree that prior to Completion:

- (a) the Lead Seller and Purchaser shall agree a protocol for effecting required payments (or repayments) to be made on or around Completion in accordance with this Agreement;
- (b) the Purchaser or a member of the Purchaser's Group will advance the relevant Group Companies the funds necessary to ensure that sufficient funds are available at Completion to effect the payment of the Debt Discharge Amount, the Actual Copper Derivative Amount, the Intra-Group Borrowings and the Disclosed Seller Transaction Costs Amount in accordance with paragraphs 1.2, 1.3 and 1.6 of Part 2 of Schedule 4, as an interest free loan repayable immediately on demand; and
- (c) the Sellers shall procure that such relevant Group Company uses such funds referred to in the above paragraph for the sole purpose of complying with paragraphs 1.2, 1.3 and 1.6 of Part 2 of Schedule 4.

7.12 Subject to 7.13, the Sellers and the Purchaser agree that if, for any reason, Completion does not occur and the Purchaser's Group has transferred or loaned funds to a Group Company (where such transfer or loan was made in anticipation of Completion occurring), the Sellers shall procure the return or repayment of such funds immediately to the relevant Purchaser's Group member once it has become clear that Completion has failed to occur at the Completion Date (or if agreed by the Purchaser, the Deferred Completion Date) in accordance with Clause 9.

7.13 The Lead Seller and the Purchaser shall, immediately following the date of this Agreement, enter into good faith negotiations with respect to agreeing a simple funds flow plan for

Completion as soon as possible within a period of not less than 20 Business Days following the date of this Agreement.

8. Completion Payments Schedule

- 8.1 Not less than five (5) Business Days prior to the Completion Date, the Lead Seller shall provide the Purchaser with a schedule (the “**Completion Payments Schedule**”) setting out:
- (a) the Base Consideration;
 - (b) the Interest Payment Amount;
 - (c) the amount and allocation of the Consideration payable to each of the Sellers in accordance with their Pro Rata Portion;
 - (d) the Disclosed Seller Transaction Costs (including which of these are Excluded Transaction Costs and which have already been settled) and Disclosed Seller Transaction Costs Amount (including all appropriate details including currency, identity of payee and payee account details);
 - (e) the Intra-Group Debt Statement (including all appropriate details including currency, identity of payee and payee account details);
 - (f) the Debt Discharge Amount (including separately detailing the Principal Discharge Amount), the Actual Copper Derivative Amount (including all appropriate calculations and details including currency, identity of payee and payee account details) and the Actual Settlement Amount;
 - (g) details of any Agreed Leakage Amount to be deducted from the Consideration or from the portion of the Consideration payable to a particular Seller; and
 - (h) the Seller Designated Accounts.
- 8.2 In the event that Completion is deferred beyond the intended Completion Date in accordance with Clause 9.5 and a Completion Payments Schedule has been delivered to the Purchaser prior to such deferral occurring, the Lead Seller shall be entitled to deliver a further Completion Payments Schedule to the Purchaser, not less than five (5) Business Days prior to the Deferred Completion Date, to reflect the deferred Completion Date and the Completion Payments Schedule previously submitted shall cease to apply or be relevant for all purposes.
- 8.3 The parties acknowledge, for the avoidance of doubt, that if they agree that Completion occurs after the Deferred Completion Date and a Seller was the defaulting party under Clause 9.5(b) at the Deferred Completion Date, then the Sellers shall not be entitled to any Interest Payment Amount in respect of the period between the Deferred Completion Date and Completion.

9. Completion

- 9.1 Completion shall take place on the Completion Date at the offices of the Sellers’ Lawyers or at such other place as is agreed in writing by the Lead Seller and the Purchaser (and notified to the other Sellers).
- 9.2 At Completion, the Sellers shall undertake (or shall have undertaken or will undertake, as applicable) those actions listed in Part 1 (*Sellers’ Obligations*) of Schedule 4 (*Completion Arrangements*).
- 9.3 At Completion, the Purchaser shall undertake (or shall have undertaken or will undertake, as applicable) those actions listed in Part 2 (*Purchaser’s Obligations*) of Schedule 4 (*Completion Arrangements*).

9.4 If either the Purchaser (on the one hand) or the Sellers (on the other hand) fail to comply with any of their respective obligations under Clause 9.2 and Part 1 (*Sellers' Obligations*) of Schedule 4 (*Completion Arrangements*) or Clause 9.3, Clause 29.7 and Part 2 (*Purchaser's Obligations*) of Schedule 4 (*Completion Arrangements*) (as applicable), at the time and on the date set for Completion, then the Parties shall defer Completion to a time and date nominated by the Purchaser in the case of a default by a Seller and the Lead Seller in the case of a default by the Purchaser, which shall be no less than fifteen (15) Business Days and no more than twenty (20) Business Days (which the Parties agree is a reasonable period of time and in respect of which time shall be of the essence without a need to specify such in the notice nominating the Deferred Completion Date) after the date on which Completion was scheduled to occur ("**Deferred Completion Date**"), unless otherwise agreed in writing by the Purchaser and the Lead Seller.

9.5 If, at the Deferred Completion Date:

- (a) the Purchaser fails to comply with any of its obligations under Clause 9.3 and Part 2 (*Purchaser's Obligations*) of Schedule 4 (*Completion Arrangements*); or
- (b) a Seller fails to comply with any of its obligations under Clause 9.2 and Part 1 (*Sellers' Obligations*) of Schedule 4 (*Completion Arrangements*),

then the non-defaulting Parties may, in their sole discretion:

- (i) proceed to Completion as far as practicable (without limiting their rights and remedies under this Agreement); or
- (ii) from (and including) the Long Stop Date or the Extended Long Stop Date (as applicable), treat this Agreement as terminated subject to, and on the basis set out in, Clause 16.2.

9.6 The Lead Seller shall be entitled to waive (in whole or part) any or all of the actions listed in Part 2 (*Purchaser's Obligations*) of Schedule 4 (*Completion Arrangements*) save for the obligations set out in paragraph 1.1 thereof.

10. Intra-Group Arrangements

10.1 On Completion:

- (a) provided that RGLD has consented to the early repayment of the RG Overrun Facility or otherwise has consented to the repayment of the Intra-Group Borrowings, the Purchaser shall procure that the Intra-Group Borrowings shall be paid by the relevant member of the Group to the relevant Seller to which such Intra-Group Borrowings are owed;
- (b) each Seller shall procure that the Intra-Group Lendings owed by it shall be paid by it to the relevant member of the Group to which such Intra-Group Lendings are owed and shall provide evidence of such discharge that is satisfactory to the Purchaser (acting reasonably); and
- (c) each Seller shall procure that the Intra-Group Arrangements to which it is a party shall be terminated as between that Seller and the Group and shall provide evidence of such termination that is satisfactory to the Purchaser (acting reasonably).

10.2 To the extent that the terms of any agreement for Intra-Group Borrowings or Intra-Group Lendings contains a date for repayment after the date of Completion, such date shall be deemed to be replaced by the date of Completion (provided that, in the case of Intra-Group Borrowings, RGLD has consented to the early repayment of the RG Overrun Facility or otherwise has consented to the repayment of the Intra-Group Borrowings).

- 10.3 Not less than five (5) Business Days prior to the Completion Date, the Lead Seller shall provide to the Purchaser, in conjunction with the Completion Payments Schedule, a written schedule (the “**Intra-Group Debt Statement**”) setting out the aggregate amount of all the Intra-Group Borrowings and the Intra-Group Lendings of the Group.
- 10.4 In the event that Completion is deferred beyond the intended Completion Date in accordance with Clause 9.5 and an Intra-Group Debt Statement has been delivered to the Purchaser within the Completion Payments Schedule prior to such deferral occurring, the Lead Seller shall be entitled to deliver a revised Intra-Group Debt Statement to the Purchaser, not less than five (5) Business Days prior to the Deferred Completion Date, to reflect the deferred Completion Date and the Intra-Group Debt Statement previously submitted shall cease to apply or be relevant for all purposes.

11. Sellers’ Warranties

- 11.1 Each Seller individually and severally (and not jointly or jointly and severally) warrants to the Purchaser that, save as Disclosed:
- (a) each of the Warranties (other than the Individual Warranty); and
 - (b) the Individual Warranty (which is given by each Seller solely in respect of itself),
is true and accurate as at the date of this Agreement. Immediately before Completion, each Seller individually and severally (and not jointly or jointly and severally) is deemed to warrant to the Purchaser that:
 - (c) each of the Fundamental Warranties (other than the Individual Warranty); and
 - (d) the Individual Warranty (which is given by each Seller solely in respect of itself),
is true and accurate by reference to the facts and circumstances as at Completion. For this purpose only, where there is an express or implied reference in a Fundamental Warranty to the "date of this Agreement", that reference is to be construed as a reference to the Completion Date. The Warranties are given subject to Clause 12 and Schedule 8 (*Sellers’ Limitations on Liability*) below.
- 11.2 Any Warranties that are qualified by the knowledge, belief or awareness of the Sellers shall mean the actual (but not constructive or imputed) knowledge, belief or awareness of David Ellis, Richard Jennings, Johan Ferreira, John Munro, Jaco Maritz, Dale Quaker and Boikobo Bashi Paya (the “**Knowledge Group**”) (and, in each case, the members of the Knowledge Group (i) shall be deemed to have read the Warranties and (ii) have made due, diligent and careful enquiries of the relevant Direct Report Person that reports directly or indirectly to that member of the Knowledge Group; in each case to ensure that all information given in the Warranty is true, complete and accurate in all respects).
- 11.3 The Purchaser acknowledges and agrees, for itself and on behalf of the Purchaser’s Group, that:
- (a) the Warranties set out in Schedule 5 (*Warranties*) are the only warranties given by the Sellers;
 - (b) in entering into this Agreement and the Transaction Documents, the Purchaser has not relied upon, and is not relying upon any statement, representation, warranty, assurance, covenant, indemnity, undertaking, commitment or any other provision (whether written or oral, express or implied) which is not expressly set out in this Agreement or the Disclosure Letter;
 - (c) the Sellers make no representation or warranty with respect to the accuracy of budgets, business plans, forward-looking statements, studies, forecasts, estimates, reserve and

resource statements and estimates, mineral inventory estimates, projections, financial models, statements of intent or statements of opinion and any other projections of a financial, technical, commercial, regulatory or operational nature relating to the Business or the Group provided to any member of the Purchaser's Group and/or any of their Agents on or prior to the date of this Agreement; and

- (d) the Tax Warranties are the only warranties given by the Sellers in relation to or in respect of Taxation issues (and any related claims, liabilities or other matters).

12. Sellers' Limitations on Liability

The liability of the Sellers in respect of Claims shall be further limited as provided in Schedule 8 (*Sellers' Limitations on Liability*) and, in the case of a claim under the Tax Covenant, as further provided for in Schedule 10 (*Tax Covenant*).

13. Tax Covenant

Schedule 10 (*Tax Covenant*) shall take effect from Completion.

14. W&I Insurance

14.1 It is agreed and acknowledged that, as at the date of this Agreement, the Purchaser entered into the W&I Policy, which contains: (i) a waiver from the W&I Insurer waiving all its rights (or an express statement that it has no such rights) to take subrogated action or to exercise rights assigned to it against any member of the Seller Group or their Agents in relation to any claim for breach of the Warranties under Clause 11.1 or any claim under the Tax Covenant, other than in the event of fraud or fraudulent misrepresentation by a Seller, and then only against that particular Seller to the extent that the Claim arises directly as a result of fraud or fraudulent misrepresentation ("**W&I Waiver**"); and (ii) a third party rights provision in favour of the Sellers allowing the Sellers, pursuant to the terms of the W&I Policy, to directly enforce the provisions of the W&I Waiver.

14.2 The Purchaser:

- (a) shall not agree to any amendment, variation or waiver of the waiver referred to in Clause 14.1 (or do anything which has a similar effect) without the prior written consent of the Lead Seller;
- (b) shall not novate, or otherwise assign its rights with respect to the waiver referred to in Clause 14.1 (or do anything which has similar effect) or do anything which causes the waiver referred to in Clause 14.1 not to have full force and effect in accordance with its terms, without the prior written consent of the Lead Seller; and
- (c) shall, without limitation to any right of the Sellers to separately enforce such terms, use its best endeavours to enforce any term in the W&I Policy under which the W&I Insurer waives its rights to take subrogated action against any member of the Seller Group upon the terms set out in the W&I Policy.

14.3 The Purchaser acknowledges and agrees that the cap on the Sellers' liability set out in Schedule 8 shall apply notwithstanding any subsequent non-payment under the W&I Policy, any defect of the W&I Policy, the vitiation, expiry or termination of the W&I Policy, any insolvency of the W&I Insurer or any underwriter of the W&I Policy.

14.4 The Purchaser acknowledges and agrees that the Sellers shall not be liable to pay any excess or any of the costs relating to the W&I Policy (or, for the avoidance of doubt, any title insurance).

15. Purchaser Warranties and Undertakings

- 15.1 The Purchaser warrants to the Sellers that each of the Purchaser Warranties is true and accurate in all respects and not misleading as at the date of this Agreement and as at the Completion Date. The Purchaser Guarantor warrants to the Sellers that each of the Purchaser Guarantor Warranties is true and accurate in all respects and not misleading as at the date of this Agreement and as at the Completion Date.
- 15.2 The Purchaser undertakes to each Seller that it shall, and shall procure that each member of the Purchaser's Group will, preserve for a period of at least seven (7) years from Completion all books, records and documents (including in relation to Tax) of or relating to the Company and each of the Subsidiaries existing at Completion (together the "**Books and Records**"). The Purchaser shall, during such period, upon being given reasonable notice, permit the Sellers, members of the Seller Group of each Seller or their Affiliates and their Agents reasonable access to inspect and to make copies of any Books and Records and provide such assistance to each Seller (and/or each member of the Seller Group or their Affiliates) as may be reasonably requested for the purpose of fulfilling the Tax obligations of such Seller (or such member of the Seller Group or their Affiliates (as applicable)), including, without limitation, in connection with general obligations in relation to Tax and complying with any requests from any Tax Authority.
- 15.3 In the event that any proceeding, enquiry or investigation of any judicial or regulatory authority is pending at the time of expiry of the period of seven (7) years from Completion, or if, at such time, a Seller is in the process of using any Books and Records in connection with satisfying applicable laws or regulations, the Seller shall be entitled to reasonable continued access to the Books and Records on the same terms as provided in Clause 15.2 for a further period until completion of the relevant enquiry, investigation or other event.
- 15.4 The Purchaser and Purchaser Guarantor shall each use their reasonable endeavours to procure that within a reasonable time following Completion:
- (a) each Seller shall be unconditionally and irrevocably released in full from their respective obligations under any guarantee, security interest, indemnity, support letter or other contingent obligation, including, without limitation, the grant of collateral given or undertaken by that Seller in relation to or arising out of any obligations or liabilities of any Group Company, as set out in Schedule 12 (*Seller Commitments*) (the "**Seller Commitments**") which shall not have been released on or prior to Completion, each such release to be in form and substance satisfactory to the relevant Seller;
 - (b) the Purchaser, Purchaser Guarantor or any member of the Purchaser's Group (as the case may be) shall enter into replacement obligations with the relevant counterparty to such Seller Commitments as soon as reasonably practicable following Completion.
- 15.5 The Purchaser and Purchaser Guarantor shall indemnify and hold each Seller and each other member of the Seller Group (other than professional third party advisers who might be caught under limb (d) of the definition of Sellers Group) harmless from and against all Losses suffered or incurred by it after Completion in relation to or arising out of the Seller Commitments, to the extent that the Seller Commitments are not released (or replaced by the Purchaser) at or prior to Completion.
- 15.6 In the event that any Seller or member of the Seller Group or any Seller Affiliate, at any time after the date of this Agreement, should wish to take out insurance against any liability which may arise under this Agreement or in relation to any transaction or step contemplated by this Agreement, the Purchaser: (i) undertakes promptly to provide to that Seller, member of the Seller Group or Seller Affiliate such information as the prospective insurer may reasonably require before effecting such insurance and where the insured liability relates to a liability of any Seller, member of the Seller Group or Seller Affiliate; and (ii) agrees to accept and abide

by any conduct or mitigation rights and provisions that the insurer requires in relation to such insured liability. The Purchaser shall be deemed to have discharged its obligations under limb (i) of this Clause 15.6 where it has provided to the Lead Seller the information it is required to provide under limb (i) to the applicable Seller, member of the Seller Group or Seller Affiliate.

- 15.7 The Purchaser hereby warrants and undertakes for itself and on behalf of the Purchaser's Group to the Sellers for themselves and as agent and trustee for each member of their Seller Group, and their Affiliates that neither it (nor any Group Company after Completion) will take any step or action to restructure, reorganise, merge or consolidate itself or any other Group Company (or any of their respective material assets) for a period of at least 2 (two) Business Days after the date of Completion and agrees with the Sellers for themselves and as agent and trustee for each member of their Seller Group, and their Affiliates that any restructuring, reorganisation, merger or consolidation undertaken after Completion is at its risk and any liability is for its account (other than in respect of each Seller, where the liability arises as a result of that Seller being in breach of its undertaking contained in paragraph 2.3 of Schedule 10 of this Agreement).
- 15.8 The Purchaser hereby warrants and undertakes for itself and on behalf of the Purchaser's Group to the Sellers for themselves and as agent and trustee for (i) each member of their Seller Group, (ii) their Affiliates, (iii) any member of the Group, (iv) or any of the Agents of any of the foregoing, (v) the Resigning Directors, and (vi) each member of the Knowledge Group (each a "**Relevant Person**") that other than with respect to the terms of this Agreement, any other direct contractual obligation existing between the Purchaser and the Relevant Person and in the absence of fraud, the Purchaser:

- (a) has no rights against (and waives any rights it may have against); and
- (b) may not make a claim against (and waives any claim it may have against),

any Relevant Person, provided that nothing in this Clause 15.8 shall limit the ability of the Purchaser to bring any claim against: (i) any third party professional adviser to the Group and/or a Seller of the Seller Group to the extent it has prepared a report or other documentation for the specific benefit of the Purchaser or a member of the Group in connection with the Transaction (subject always to the terms of any reliance letter entered into between the Purchaser and the relevant adviser and/or the terms of engagement of such adviser); or (ii) a Seller to the extent permitted by any of the Transaction Documents.

16. No Right to Rescind or Terminate

- 16.1 Save for the Parties' express right to terminate in Clause 5.16, Clause 5.17, Clause 5.20, Clause 9.5(b)(ii), Clause 16.3, Clause 16.5, Clause 16.11 and Clause 16.12 referred to in Clause 16.2 below, the Purchaser shall not be entitled to rescind or terminate this Agreement, whether before or after Completion, and the Purchaser waives all and any rights of rescission which it may have in respect of any matter to the full extent permitted by law, other than such rights in respect of fraud. Without prejudice to the generality of the foregoing, the Purchaser agrees that the remedy of rescission is excluded in relation to all matters and shall not be available, save in respect of fraud.

- 16.2 If this Agreement is terminated by a Party in accordance with:

- (a) Clauses 5.16, 5.17; or 5.20;
- (b) Clause 9.5(b)(ii);
- (c) Clause 16.3;
- (d) Clause 16.5;

- (e) Clause 16.11; or
- (f) Clause 16.12,

the rights and obligations of the Parties under this Agreement shall cease immediately, save in respect of antecedent breaches (but excluding any right of the Purchaser to claim damages for breach of Warranty or of the Sellers' obligations under Clause 7) and under the Continuing Provisions (subject to the provisions of Clause 5.18 where this Agreement is terminated by a Party in accordance with Clauses 5.16 or 5.17).

16.3 If there is any change, event or circumstance or any combination thereof which:

- (a) results in the Purchaser Sanctions Warranties or Purchaser Guarantor Sanctions Warranties not being true and accurate in all material respects and not misleading at any time prior to Completion; or
- (b) in the reasonable opinion of the Lead Seller, is likely to result in the Purchaser Sanctions Warranties or Purchaser Guarantor Sanctions Warranties not being true and accurate in all material respects and not misleading at any time prior to Completion,

the Lead Seller may:

- (a) terminate or suspend all or any part of the Agreement with immediate effect by notice to the Purchaser; and
- (b) take any other action it deems necessary in order to cause the Agreement and transactions contemplated thereunder to comply with applicable sanctions laws or avoid sanctionable activity.

16.4 The Purchaser and the Purchaser Guarantor will be liable for any and all direct costs, liabilities and expenses whatsoever incurred by the Sellers or the Group (as the case may be) due to the Lead Seller exercising its rights under Clause 16.3.

16.5 If there is any change, event or circumstance or any combination thereof which:

- (a) results in the Fundamental Warranties or the Warranties in paragraph 26 of Schedule 5 not being true and accurate in all material respects and not misleading at any time prior to Completion; or
- (b) in the reasonable opinion of the Purchaser, is likely to result in the Fundamental Warranties or the Warranties in paragraph 26 of Schedule 5 not being true and accurate in all material respects and not misleading at any time prior to Completion,

and such breach or inaccuracy is not remedied to the satisfaction of the Purchaser, acting reasonably, within five (5) Business Days after notice of the breach or inaccuracy by the Purchaser (or, if earlier, by the date two (2) Business Days before the day on which Completion is required to occur pursuant to Clause 9.1) the Purchaser may terminate the Agreement with immediate effect by notice to the Lead Seller and the Sellers will be liable for any and all direct costs, liabilities and expenses whatsoever incurred by the Purchaser due to the Purchaser exercising its rights under Clause 16.5.

16.6 As at the date of this Agreement, the Sellers are not aware of any single event or combination of events occurring that give rise to a Material Adverse Change.

16.7 Before Completion, the Lead Seller must promptly give written notice to the Purchaser of any Material Adverse Change of which the Sellers become aware, and provide full details of that event.

- 16.8 If, before Completion, the Purchaser becomes aware that a Material Adverse Change has occurred, the Purchaser must give written notice to the Lead Seller including full details of the Material Adverse Change.
- 16.9 If the Material Adverse Change is cured (including by the payment of money) or otherwise ceases to exist on or before the Cure Date, the Sellers:
- (a) must promptly give written notice to the Purchaser that the Material Adverse Change is cured or otherwise ceases to exist; and
 - (b) will bear the costs and expenses in connection with the cure of that Material Adverse Change (including any payment of money).
- 16.10 Nothing in Clauses 16.6 to 16.14 obliges the Sellers to cure (or procure the cure of) a Material Adverse Change, irrespective of whether it is reasonably likely that the Material Adverse Change could be cured (including by the payment of money) or could otherwise cease to exist on or before the Cure Date.
- 16.11 If:
- (a) a Material Adverse Change occurs before the Cure Date and the Material Adverse Change is capable of being cured on or before the Cure Date (in the Sellers's opinion, acting reasonably) but, the Material Adverse Change is not cured or has not otherwise ceased to exist on or before the Cure Date (and the parties have not agreed compensation for the Material Adverse Change); or
 - (b) a Material Adverse Change occurs after the Cure Date,
- the Purchaser may in its absolute discretion, until Completion, by written notice to the Sellers, terminate this Agreement.
- 16.12 If a Material Adverse Change occurs before the Cure Date and the Material Adverse Change is incapable of being cured on or before the Cure Date (in the Lead Seller's opinion, acting reasonably) (and the parties have not agreed compensation for the Material Adverse Change), the Purchaser may in its absolute discretion, by written notice to the Sellers, terminate this Agreement following the occurrence of such a Material Adverse Change.
- 16.13 For clarification, a Material Adverse Change will not constitute a breach of this Agreement by the Sellers.
- 16.14 A reference to a cure of a Material Adverse Change in this Clause, refers to a permanent cure of a Material Adverse Change whereby the Business is in no materially worse commercial position following the cure than it was prior to the Material Adverse Change (including with respect to ongoing incremental or additional operating costs attributable to the Material Adverse Change), and not a measure or cure for a Material Adverse Change that is only temporary in nature (including a measure or cure that is effective only until Completion).

17. Insurance

- 17.1 The Sellers shall and shall procure so far as each is able, that each Group Company shall continue in force all pre-existing insurance cover as at the date of this Agreement in respect of the Group Companies or the businesses or assets of the Group Companies maintained by them up to and including the date of Completion.
- 17.2 With effect from Completion, all insurance cover previously maintained by a Seller in respect of the Group Companies or their businesses or assets (such insurance being the "**Insurance Cover**") shall cease, except that nothing in this clause limits the entitlement of the Purchaser

and the Group Companies after Completion, to recover against the Insurance Cover in respect of any insured events occurring before Completion.

- 17.3 For a period of six (6) years following Completion, the Purchaser shall pay for and cause (in so far as it is able to do so) that the Company and each other relevant member of the Group will maintain policies of directors' and officers' liability insurance ("**D&O Insurance**") covering each Resigning Director in respect of claims arising from facts or events that occurred on or prior to Completion and, subject to the availability in the insurance market of policies with such terms at substantially the same cost as currently available (adjusted for inflation by reference to the retail price index), providing at least the same level and terms of cover for the Resigning Directors as those contained in the relevant policies of directors' and officers' liability insurance in effect immediately prior to Completion.

18. Confidentiality

- 18.1 Save as expressly provided in Clause 18.3, each Seller severally undertakes that it shall, and shall procure that each member of such relevant Seller Group shall, treat as confidential the provisions of the Transaction Documents and all information it has received or obtained relating to the Purchaser's Group as a result of negotiating or entering into the Transaction Documents and, with effect from Completion, all information it possesses relating to each Group Company, and shall not disclose or use any such information.
- 18.2 Save as expressly provided in Clause 18.3, each of the Purchaser and the Purchaser Guarantor severally undertakes that it shall, and shall procure that each member of the Purchaser's Group shall, treat as confidential the provisions of the Transaction Documents and all information it has received or obtained relating to a Seller or the Seller Group as a result of negotiating or entering into the Transaction Documents, and shall not disclose or use any such information.
- 18.3 A Party may disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it:
- (a) is disclosed to Agents of that Party or of other members of the Relevant Party's Group or their Affiliates, if this is reasonably required in connection with this Agreement (and provided that such persons are required to treat that information as confidential other than permitted disclosures on the basis set out in this Clause 18.3);
 - (b) is required by law or any securities exchange, regulatory or governmental body or Taxation Authority;
 - (c) was already in the lawful possession of that Party or its Agents without any obligation of confidentiality (as evidenced by written records);
 - (d) is disclosed by the Purchaser to any member of the Purchaser's Group provided such person undertakes to comply with the provisions of Clause 18.2 in respect of such information as if it were a party to this Agreement;
 - (e) is disclosed for the purposes of any judicial or arbitral proceedings arising out of any Transaction Document;
 - (f) the disclosure is made to professional advisers or actual or potential debt financiers of any Party or of any member of a Relevant Party's Group on a need-to-know basis, provided that such person undertakes to comply with the provisions of this Clause 19 in respect of such information as if it were a party to this Agreement;
 - (g) is disclosed to the W&I Insurer on a confidential basis for the purposes of the W&I Policy; or

- (h) is in the public domain at the date of this Agreement or comes into the public domain other than as a result of a breach by a Party of this Clause 18,

provided that prior written notice of any confidential information to be disclosed pursuant to Clause 18.3(b) shall be given to the other Parties and their reasonable comments taken into account.

18.4 The confidentiality restrictions in this Clause 18 shall continue to apply after the termination of this Agreement pursuant to Clause 5 (*Conditions*), Clause 9 (*Completion*), Clause 16 (*No Right to Rescind or Terminate*) without limit in time.

18.5 If Completion does not take place, the Purchaser undertakes to the Sellers that it shall as soon as practicable following request by the Lead Seller, hand over, or procure the handing over of, all books, records, documents and papers of or relating to the Group which shall have been made available to it and all copies or other records derived from such materials and that it shall remove any information derived from such materials or otherwise concerning the subject matter of this Agreement from any computer, word processor or other device containing information, provided that notwithstanding the foregoing, and without prejudice to any duties of confidentiality contained in this Agreement:

- (a) the Purchaser's Group and its Agents may retain data or electronic records containing such information, books, records, documents, papers or materials solely for the purposes of backup or recovery so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required for backup or recovery purposes;
- (b) nothing in this clause shall require any redaction from any previously prepared board minutes of the Purchaser's Group or any materials relating thereto provided the information so retained is limited to what is necessary to reflect the subject matter considered at the meeting; and
- (c) the Purchaser's Group and its Agents may retain such information, books, records, documents, papers or materials to the extent required to be retained by applicable law or for the purposes of compliance with any relevant professional standards or insurance policies.

19. Announcements

19.1 Other than the Stock Exchange Announcement and the Press Releases (which the Parties acknowledge will immediately follow the release of the Stock Exchange Announcement) and save as expressly provided in Clause 19.2, no announcement shall be made by or on behalf of any Party or a member of the Relevant Party's Group relating to the terms of the Transaction Documents without the prior written approval of the Lead Seller (for the Sellers) and the Purchaser and such approval not to be unreasonably withheld or delayed.

19.2 A Party may make an announcement relating to the terms of the Transaction Documents if (and only to the extent) required by the law of any relevant jurisdiction or any securities exchange, regulatory or governmental body, provided that prior written notice of any announcement required to be made is given to the other Parties, in which case, such Party shall take all steps as may be reasonable in the circumstances to provide the other Parties with the opportunity to review and comment on such announcement and, if such announcement includes information on the ultimate beneficial owners of the Sellers, the Parties shall mutually agree the form and scope of information, in each case to the extent permitted under applicable law and as reasonably practicable under the circumstances.

20. Purchaser Guarantee and Indemnity

- 20.1 In consideration of the Sellers entering into this Agreement, the Purchaser Guarantor irrevocably and unconditionally guarantees to the Sellers punctual performance by the Purchaser of all of the Purchaser's obligations under this Agreement and the other Transaction Documents and undertakes to the Sellers that:
- (a) whenever the Purchaser does not pay any amount when due under or in connection with this Agreement or any other Transaction Document, the Purchaser Guarantor shall immediately on demand pay that amount as if it were the principal obligor; and
 - (b) whenever the Purchaser fails to perform any other obligations under this Agreement or any other Transaction Document, the Purchaser Guarantor shall immediately on demand perform (or procure performance of) and satisfy (or procure the satisfaction of) that obligation,
- so that the same benefits are conferred on the Sellers as they would have received if such obligation had been performed and satisfied by the Purchaser.
- 20.2 The Purchaser Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities in Clause 20.1, undertakes to indemnify and hold the Sellers harmless from and against any Loss suffered or incurred by them as a result of the non-performance by the Purchaser of any of its obligations under this Agreement or any other Transaction Document.
- 20.3 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Purchaser under this Agreement and the other Transaction Documents, regardless of any intermediate payment or discharge in whole or in part.
- 20.4 The obligations of the Purchaser Guarantor will not be affected by any act, omission, matter or thing which, but for this Clause 20.4, would reduce, release or prejudice any of its obligations under this Agreement or any other Transaction Document including:
- (a) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against the Purchaser under this Agreement or any other Transaction Document;
 - (b) the insolvency (or similar proceedings) of the Purchaser, any incapacity or lack of power, authority or legal personality of a Seller or change in control, ownership or status of a Seller;
 - (c) any amendment to this Agreement or any other Transaction Document; or
 - (d) any illegality, invalidity or unenforceability of any obligation of any person under this Agreement or any other Transaction Document.
- 20.5 The Purchaser Guarantor waives any right which it may have to first require the Sellers to proceed against the Purchaser before claiming from the Purchaser Guarantor under this Clause 20.
- 20.6 Until all amounts which may be or become payable by the Purchaser under or in connection with this Agreement and any other Transaction Document have been irrevocably paid in full the Purchaser Guarantor will not exercise any rights which it may have to be indemnified by the Sellers or otherwise claim from the Purchaser any sums which may be owing to it from the Purchaser.
- 20.7 The Purchaser Guarantor undertakes to hold any security taken from the Purchaser in connection with this guarantee and indemnity and any monies or rights received by the Purchaser Guarantor from the Purchaser as trustee on trust for the Sellers pending discharge in

full of all of the Purchaser Guarantor's obligations under this Agreement and the other Transaction Documents.

21. Assignment

- 21.1 Subject to Clause 21.2, no party may assign, transfer, create an Encumbrance over, declare a trust of or otherwise dispose of all or any part of its rights and benefits under this Agreement or any other Transaction Document (including any cause of action arising in connection with any of them) or of any right or interest in any of them.
- 21.2 The Purchaser may assign (in whole or in part) all or any of its rights and benefits under this Agreement to:
- (a) any bank or financial institution or other person by way of security for the purposes of or in connection with the financing or refinancing (whether in whole or in part) by the Purchaser of the acquisition of the Shares, provided that, any such assignee shall have provided KYC documentation in a form and substance satisfactory to the Lead Seller (acting reasonably), not be a Sanctioned Person and shall not be entitled to receive under this Agreement any greater amount than that to which the assignor would have been entitled and neither the Purchaser nor the Sellers (as applicable) shall be under any greater obligation or liability than if such assignment had never occurred; or
 - (b) the Purchaser Guarantor or MMG Africa Resources, provided that, in respect of the assigned rights or benefits, the Purchaser Guarantor or MMG Africa Resources shall not be entitled to receive under this Agreement any greater amount than that to which the Purchaser would have been entitled and neither the Purchaser nor the Sellers (as applicable) shall be under any greater obligation or liability than if such assignment had never occurred.

22. Further Assurance

The Parties shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things necessary in order to give full effect to this Agreement.

23. Entire Agreement

- 23.1 This Agreement, together with the Transaction Documents and any other documents referred to in this Agreement or any Transaction Document, constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them (including the Confidentiality Agreement) relating to the sale and purchase of the Shares.
- 23.2 Each Party confirms that it has not entered into this Agreement or any other Transaction Document on the basis of any representation, warranty, undertaking or other statement whatsoever by the other Party or any of its Related Persons or Affiliates which is not expressly incorporated into this Agreement or the relevant Transaction Document and that, to the extent permitted by law, a Party shall have no right or remedy in relation to action taken in connection with this Agreement or any other Transaction Document other than pursuant to this Agreement or the relevant Transaction Document and each Party waives all and any other rights or remedies against any other Party or any of its Related Persons or Affiliates.
- 23.3 A Party's only right or remedy in respect of any provision of this Agreement or any other Transaction Document shall be for breach of this Agreement or that Transaction document, and no party shall have any right or remedy in respect of misrepresentation (whether negligent or innocent and whether made prior to and/or in this Agreement) and each Party waives all and

any rights or remedies in respect of misrepresentation which it may have in relation to any matter to the fullest extent permitted by law.

- 23.4 Save for any claim under or for breach of this Agreement or any other Transaction Document, no Party nor any of its Related Persons shall have any right or remedy, or make any claim, against any other Party nor any of its Related Persons or Affiliates in connection with the sale and purchase of the Shares.
- 23.5 In this Clause 23, “**Related Persons**” means, in relation to a Party, members of the Relevant Party’s Group.
- 23.6 Nothing in this Clause 23 shall operate to limit or exclude any liability for fraud.

24. Severance and Validity

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, it shall be deemed to be severed from this Agreement. The remaining provisions will remain in full force in that jurisdiction and all provisions will continue in full force in any other jurisdiction.

25. Variations

No variation or restatement of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

26. Remedies and Waivers

- 26.1 No waiver of any right under this Agreement or any other Transaction Document shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.
- 26.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement, save to the extent otherwise provided in Schedule 8 (*Sellers’ Limitations on Liability*), shall constitute a waiver of such right or remedy.
- 26.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.
- 26.4 The rights and remedies provided in this Agreement are cumulative and do not exclude any rights or remedies provided by law except as otherwise expressly provided.

27. Effect of Completion

The provisions of this Agreement and of the other Transaction Documents which remain to be performed following Completion shall continue in full force and effect notwithstanding Completion.

28. Third Party Rights

- 28.1 Save as expressly provided in Clause 28.2, a person who is not a Party, successor or permitted assignee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.
- 28.2 Clauses 15.4, 15.5, 15.7 and 15.8 and Clauses 18.2 and 18.5 are intended to benefit members of the relevant Seller Group and the relevant Seller’s Affiliates, with Clause 15.8 also intended

to benefit each Relevant Person, Clause 18.1 is intended to benefit the Purchaser's Group and Clause 23 is intended to benefit each such Party's Related Persons and Affiliates, and each such clause shall be enforceable by any of them under the *Contracts (Rights of Third Parties) Act 1999* (UK), subject to the other terms and conditions of this Agreement.

28.3 The Parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

29. Payments

29.1 Any amount payable by a Seller to, or at the direction of, the Purchaser under this Agreement (the "**Payment Obligation**") shall, so far as possible:

- (a) be deemed to be a reduction of that Seller's Pro Rata Consideration; or
- (b) if that Payment Obligation is not specific to one or more particular Seller, be deemed to be a reduction of the Consideration.

29.2 Any payment payable by one or more Seller to the Purchaser or by the Purchaser or the Purchaser Guarantor to one or more Seller under this Agreement shall be made in full without set-off or counterclaim and free from any deduction or withholding whatsoever, except as required by law.

29.3 If:

- (a) any deduction or withholding is required by law to be made from any payment under this Agreement; or
- (b) if the recipient (treated as such for Tax purposes) of any such payment (the "**Recipient**") is subject to Tax in respect of any such payment (excluding in relation to Consideration),

the payer of any such payment (the "**Payer**") shall increase the amount of the payment to the extent necessary to ensure that the net amount received (or treated as being received) by the Recipient (after taking into account the relevant deduction, withholding or Tax) is equal to the amount that the Recipient would have received (or treated as having received) had the payment not been subject to the relevant deduction, withholding or Tax, provided that this Clause 29.3 shall not apply to the extent that the amount of the relevant payment has already been increased on account of the relevant deduction, withholding or Tax.

29.4 In the event that a cash Tax saving arises to a Recipient (and/or a Group Company) as a result of or in connection with a payment under Clause 29.3 (and/or any matter giving rise to a payment under Clause 29.3), the Recipient shall repay to the Payer the amount of the cash Tax saving (*less* any costs and expenses reasonably incurred in obtaining the cash Tax saving) within ten (10) Business Days of obtaining the cash Tax saving. In the event that a Recipient or Group Company (as applicable) becomes aware that it is entitled to a cash Tax saving, the Recipient shall (and in the case of a Group Company, the Recipient shall procure that the relevant Group Company shall) take reasonable steps to obtain such Tax saving.

29.5 Unless expressly stated otherwise, any payment to be made pursuant to this Agreement by the Purchaser or the Purchaser Guarantor (or any member of the Purchaser's Group) to a Seller shall be made to that Seller's Seller Designated Account. Any payment to be made pursuant to this Agreement by a Seller (or any member of the Seller Group) to the Purchaser shall be made to the Purchaser's Designated Account.

29.6 Payment under Clause 29.3 above shall be made by wire transfer in immediately available, cleared funds on the due date for payment without any set-off, restriction, condition, deduction or withholding (save only as required by law).

- 29.7 Any obligation for the Purchaser or the Purchaser Guarantor (or any member of the Purchaser's Group) to pay a Seller pursuant to this Agreement, or for the Sellers to pay the Purchaser pursuant to this Agreement, will only be satisfied on receipt of the funds in that Seller's Seller Designated Account or the Purchaser's Designated Account (as applicable).

30. Costs and Expenses

Except as provided otherwise in this Agreement, each Party shall pay its own costs and expenses in connection with the negotiation, preparation and performance of this Agreement and the other Transaction Documents.

31. Transfer Taxes and Fees

- 31.1 The Parties agree that the Consideration and Break Fee (if applicable) are exclusive of any applicable VAT, and if any VAT is or becomes chargeable the Purchaser shall pay to the Sellers (in addition to, and at the same time as, the Consideration or Break Fee (as applicable)) an amount equal to such VAT.
- 31.2 The Purchaser shall bear the cost of all Transfer Taxes and notarial fees or their equivalents, in all jurisdictions where such fees and Taxes are payable as a result of or in connection with this Agreement, any Transaction Document and any transaction contemplated thereby (other than in respect of the Cupric Africa Transaction). The Purchaser shall be responsible for arranging the payment of all such Transfer Taxes and notarial fees, including fulfilling any administrative or reporting obligation imposed by the jurisdiction in question in connection with any Transfer Tax or notarial fee. The Purchaser shall indemnify each Seller (and each member of each Seller Group) against all Losses suffered as a result of the Purchaser failing to comply with its obligations under this Clause 31 (including in this instance as to Taxes except for those specifically excluded by the definition of Transfer Taxes).

32. Notices

- 32.1 Any notice or other communication to be given under or in connection with this Agreement ("**Notice**") shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by pdf attachment to email, pre-paid recorded delivery or international courier to the address or email address provided in Clause 32.3, and marked for the attention of the person specified in that Clause.
- 32.2 A Notice shall be deemed to have been received:
- (a) at the time of delivery if delivered personally;
 - (b) two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery;
 - (c) three (3) Business Days after the time and date of posting if sent by international courier; or
 - (d) at time of sending, if sent by email, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient,

provided that, if deemed receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 32 are to local time in the country of the addressee.

- 32.3 The addresses and email addresses for service of Notice are:

Sellers:

Name: Cupric Canyon Capital L.P. acting by its general partner Cupric Canyon Capital GP Ltd.
Address: PO Box 309, Uglund House, Grand Cayman, KY1-1104, Cayman Islands
For the attention of: Richard Jennings
Dennis Bartlett
Email address: Richard.jennings@gnri.com
DBCConsulting2019@outlook.com

Name: The Ferreira Family Trust
Address: Clermont Consultants (CH) SA
c/o Clermont Consultants (CH) SA
Rue de Rhone 61
Geneva, Switzerland 1204
For the attention of: the Trustee of the FFT
Email address: team2@clermonttrust.com

Name: Resource Capital Fund VII L.P.
Address: 1400 Wewatta Street, Suite 850, Denver CO 80202 USA
For the attention of: General Counsel
Email address: rcfnotices@rcflp.com

Name: Missouri Local Government Employees' Retirement System
Address: 701 West Main Street Jefferson City, MO, USA 65102
For the attention of: Brian Collett
Email address: invest@molagers.org

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

Name: White & Case LLP
Address: 5 Old Broad Street, London EC2N 1DW
For the attention of: Richard Jones and David Lewis
Email address: richard.jones@whitecase.com; david.lewis@whitecase.com

Purchaser:

Name: MMG Africa Ventures Inc.
Address: Po Box 10026, Pacific Centre 25th Floor, 700 West Georgia Street
Vancouver BC V7Y 1B3 Canada

With copy to: Level 24, 28 Freshwater Place, Southbank Victoria,
3006, Australia; and the Email address for the Purchaser below

For the attention of: Allison Purdey
Email address: allison.purdey@mmg.com

Purchaser Guarantor:

Name: MMG Limited
Address: Unit 1208, 12/F, China Minmetals Tower, 79 Chatham Road South,
Tsimshatsui, Kowloon, Hong Kong
For the attention of: Nick Myers
Email address: nick.myers@mmg.com

- 32.4 A Party shall notify the other Parties of any change to its details in Clause 32.3 in accordance with the provisions of this Clause 32, provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

33. Counterparts

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

34. Time of the Essence

Time shall be of the essence of this Agreement in respect of the Purchaser's obligation to comply with its payment obligations in section 1.1 and 1.3 of Part 2 of Schedule 4.

35. Governing Law and Jurisdiction

- 35.1 This Agreement, including any non-contractual obligations arising out of or in connection with this Agreement, is governed by and shall be construed in accordance with the laws of England.
- 35.2 The Parties agree that the courts of England shall have exclusive jurisdiction to hear, determine and settle any suit, action or proceedings arising out of or in connection with this Agreement (including any non-contractual obligations arising out of or in connection with this Agreement) ("**Proceedings**") and, for such purposes, irrevocably submit to the jurisdiction of such courts.
- 35.3 The Parties agree that if any claim, dispute or difference of whatever nature arises under or in connection with this Agreement or any other Transaction Document (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement or any other Transaction Document) (a "**Dispute**"), the provisions of this Clause 35 shall apply. Any Party may notify the other Parties in writing of a Dispute (a "**Dispute Notice**"), whereupon the Parties shall attempt to resolve the Dispute. If a full and final binding written agreement in settlement of any elements of the Dispute has not been entered into during the period of twenty (20) Business Days following the date of service of the Dispute Notice, any Party shall be entitled to institute Proceedings under this Agreement in respect of those elements of the Dispute against any other Party.

36. Agent for Service of Process

- 36.1 The Purchaser and Purchaser Guarantor each irrevocably appoint Vistra Trust Company currently of 7th Floor 50 Broadway London SW1H 0DB as their agent for service of process in England.
- 36.2 Each Seller irrevocably appoints Law Debenture Corporate Services Limited currently of 8th Floor, 100 Bishopsgate, London, EC2N 4AG as its agent for service of process in England.
- 36.3 If any person appointed as agent for service of process ceases to act as such, the relevant Party shall immediately appoint another person to accept service of process on its behalf in England and notify the other Parties of such appointment. If it fails to do so within ten (10) Business Days, any other Party shall be entitled by notice to the other Parties to appoint a replacement agent for service of process.

This Agreement has been entered into by the Parties on the date first above written.

Schedule 1

The Sellers

(1) Name, registered number and address of each Seller	(2) Number of Shares	(3) Proportional ownership of Shares	(4) Proportional entitlement to Consideration
<p>Cupric Canyon Capital L.P. acting by its general partner Cupric Canyon Capital GP Ltd. (the “Lead Seller”)</p> <p>PO Box 309, Ugland House, South Church Street Grand Cayman, KY1-1104, Cayman Islands</p>	<p>356,038,982 Class A Common Shares</p>	<p>87.89%</p>	<p>87.89%</p>
<p>Clermont Corporate Services Limited as trustee of The Ferreira Family Trust (“Seller 2”)</p> <p>Clermont Consultants (CH) SA c/o Clermont Consultants (CH) SA Rue de Rhone 61 Geneva, Switzerland 1204</p>	<p>841,734 Class A Common Shares</p>	<p>0.21%</p>	<p>0.21%</p>
<p>Resource Capital Fund VII L.P. acting by its general partner Resource Capital Associates VII L.P. which is acting by its general partner RCFM GP LLC (“Seller 3”)</p> <p>1400 Sixteenth Street, Suite 200, Denver, Colorado, United States of America</p>	<p>44,780,283 Class B Common Shares</p>	<p>11.05%</p>	<p>11.05%</p>
<p>Missouri Local Government Employees’ Retirement System, a Missouri state government instrumentality (MOLAGERS) (“Seller 4”)</p> <p>701 West Main Street Jefferson City, MO, USA 65102</p>	<p>3,424,944 Class B Common Shares</p>	<p>0.85%</p>	<p>0.85%</p>

Schedule 2

The Group

Part 1 Details of the Company

Company name	:	Cuprous Capital Ltd
Company number	:	BC0953335
Date and place of incorporation	:	23 October 2012 - British Columbia, Canada
Registered address	:	2900-550 Burrard Street Vancouver British Columbia V6C 0A3 Canada
Issued share capital	:	An unlimited number of Class A Common shares without par value, of which an aggregate of 356,880,716 are issued and outstanding, and an unlimited number of Class B Common Shares without par value, of which an aggregate of 48,205,227 are issued and outstanding
Shareholders	:	Cupric Canyon Capital L.P. – 356,038,982 Class A Common Shares The Ferreira Family Trust – 841,734 Class A Common Shares Missouri Local Government Employees' Retirement System – 3,424,944 Class B Common Shares Resources Capital Fund VII L.P. – 44,780,283 Class B Common Shares
Directors	:	Dennis Michael Bartlett David Anthony Ellis Hendrik Johannes Christoffel Ferreira Calum Kenneth Semple

Part 2

Details of the Subsidiaries

Company name	:	Hana Mining Ltd
Company number	:	BC0585144
Date and place of incorporation	:	11 May 1999 - British Columbia, Canada
Registered address	:	2900-550 Burrard Street Vancouver British Columbia V6C 0A3 Canada
Issued share capital	:	An unlimited number of Common shares without par value, of which an aggregate of 184,493,597 Common shares are issued and outstanding
Shareholder	:	Cuprous Capital Ltd. – 184,493,597 Common shares
Directors	:	David Anthony Ellis Hendrik Johannes Christoffel Ferreira
Company name	:	Khoemacau Copper Mining Proprietary Limited
Company number	:	BW00000858826
Date and place of incorporation	:	5 January 2006 - Botswana
Registered address	:	Plot 2482b Tshekedi Crescent, Extension 9, Gaborone, Botswana P.O. Box 211008 Gaborone Botswana
Issued share capital	:	1,749,287,384 ordinary shares
Shareholder	:	Hana Mining Ltd.
Directors	:	John Angus Munro Boikobo Bashi Paya Hendrik Johannes Christoffel Ferreira David Anthony Ellis Richard Mark Jennings Dennis Michael Bartlett

Calum Kenneth Semple

Company name : Discovery Copper (Botswana) Proprietary Limited
Company number : BW00000826232
Date and place of incorporation : 11 May 2005 – Botswana
Registered address : Plot 2482b
Tshekedi Crescent, Extension 9, Gaborone, Botswana
P.O. Box 211008
Gaborone
Botswana
Issued share capital : 4,063,989,885
Shareholder : Khoemacau Copper Mining Proprietary Limited
Directors : Boikobo Bashi Paya
John Angus Munro
Hendrik Johannes Christoffel Ferreira
David Anthony Ellis

Company name : Cupric Africa (Pty) Ltd
Company number : 2013/230740/07
Date and place of incorporation : 11 December 2013– South Africa
Registered address : 1F- 3rd Floor, We Work, the Link
173 Oxford Road
Rosebank
Johannesburg
Gauteng
2196
Issued share capital : 100 ordinary no par value shares
Shareholder : KCM
Directors : Dale Delian Quaker
Hendrik Johannes Christoffel Ferreira
John Angus Munro

Schedule 3

Signing Deliverables

Part 1

Sellers' Obligations

1. At the date of this Agreement, each Seller shall:
 - 1.1 execute and deliver to the Purchaser a counterpart of this Agreement, the Disclosure Letter, and any other documents to be entered into as mutually agreed between the Parties; and
 - 1.2 deliver to the Purchaser or the Purchaser's Lawyers evidence that it is authorised to execute, deliver and perform the Transaction Documents to which it is a party and all contracts, agreements, instruments, certificates and other documents to be executed by that particular Seller at Completion.

Part 2
Purchaser's Obligations

1. On or prior to the date of this Agreement, the Purchaser shall:
 - 1.1 execute and deliver to the Sellers or the Sellers' Lawyers a counterpart of this Agreement, the Disclosure Letter and the relevant Purchaser Debt Finance Documents duly executed by each party to it (other than the Sellers); and
 - 1.2 deliver to the Sellers or the Sellers' Lawyers:
 - (a) a copy of the minutes of the meeting of the board of directors of the Purchaser authorising the entry into and execution of the Transaction Documents and all documents to be executed by the Purchaser at Completion;
 - (b) a copy of the minutes of the meeting of the board of directors of the Purchaser and/or any other member of the Purchaser's Group that is a party to the Purchaser Debt Finance Documents authorising the entry into and execution of the Purchaser Debt Finance Documents and all documents to be executed by the Purchaser and other members of the Purchaser's Group in relation thereto;
 - (c) a copy of each power of attorney under which any document to be delivered to the Sellers has been executed; and
 - (d) a copy of the deed of confirmation and undertaking signed by China Minmetals H.K. (Holdings) Limited in relation to the Shareholder Approval Condition.

Schedule 4

Completion Arrangements

Part 1

Sellers' Obligations

1. The Sellers shall:
 - 1.1 prior to Completion, procure that meetings of the board of the Company and of each Subsidiary are held at which:
 - (a) in the case of the Company, the sale of the Shares to the Purchaser is approved and it shall be resolved that the transfer of the Shares shall be approved for registration and (subject only to the transfers being duly stamped) the transferee entered into the register of members;
 - (b) on Completion, the registered office shall be changed to such address as the Purchaser may nominate;
 - (c) on Completion, new directors and secretaries shall be appointed in accordance with the Purchaser's nominations;
 - (d) on Completion, the resignations of the directors and secretaries (other than such persons who, as agreed with the Purchaser, will remain in office), shall be tendered and accepted with effect from Completion; and
 - (e) it shall be resolved that the Intra-Group Arrangements be terminated immediately prior to Completion;
 - 1.2 on Completion, each deliver to the Purchaser or the Purchaser's Lawyers:
 - (a) all necessary documents, duly executed, to enable title to its Relevant Sale Shares to pass fully and effectively into the name of the Purchaser or such other person as the Purchaser may nominate;
 - (b) the share certificates or equivalent documents in the relevant jurisdiction for its Relevant Sale Shares;
 - (c) a copy of each power of attorney under which any document to be delivered by that Seller to the Purchaser has been executed; and
 - (d) a duly executed copy of the termination deed in the agreed form relating to the SHA.
 - 1.3 deliver to the Purchaser or the Purchaser's Lawyers:
 - (a) prior to Completion:
 - (i) promptly upon its provision, a copy of the written notice of Completion provided to RGLD in accordance with clause 12.1(f) of the Streaming Agreement, as required by Clause 7.5;
 - (ii) promptly upon its provision, a copy of all the documents provided to RGLD as required by Clause 7.4; and
 - (iii) promptly upon receipt, a copy of all the documents received by the Seller Group from RGLD and RK Mine Finance under Clause 7.4;
 - (b) on Completion:

- (i) a copy of the minutes of the meeting of the board of the Company and each Subsidiary referred to in paragraph 1.1;
- (ii) written resignations in the agreed terms to take effect from Completion of all the directors, officers and the secretary of the Company and of each of the Subsidiaries (other than such persons who, as agreed with the Purchaser, will remain in office), in each case executed as a deed; and
- (iii) evidence that the Intra-Group Arrangements have been terminated immediately prior to Completion;
- (iv) evidence that amounts owed by Sellers under Intra-Group Lendings have been repaid to the relevant member of the Group to which such Intra-Group Lendings are owed subject to a funds flow being agreed pursuant to Clause 7.13;
- (v) a copy of the termination deed in the agreed form relating to the SHA duly executed by the Company; and
- (vi) a duly executed deed of release relating to each security granted under the RK Facility Agreement;
- (vii) a duly executed payoff letter issued by RK Mine Finance confirming full and irrevocable repayment of the RK Facility Agreement;
- (viii) provided RGLD consents to the early repayment of the RG Overrun Facility, a duly executed payoff letter issued by RGLD confirming full and irrevocable repayment of the RG Overrun Facility;
- (ix) provided RGLD consents to the early repayment of the RG Overrun Facility or otherwise consents to the repayment of the Intra-Group Borrowings, a duly executed payoff letter issued by the relevant member of the Group confirming full and irrevocable repayment of the Intra-Group Borrowings;
- (x) duly executed de-registration and filing documentation relating to or in respect of the security granted under RK Facility Agreement; and
- (xi) any original, duplicate or counterpart certificate or document of title and any signed transfer forms relating to such certificate or document of title previously delivered to RK Mine Finance under or in connection with the security granted under the RK Facility Agreement, in relation to the secured property thereunder.

Part 2

Purchaser's Obligations

1. The Purchaser shall on Completion:
 - 1.1 procure that the Consideration shall be transferred by wire transfer in immediately available, cleared funds as follows:
 - (a) to the Lead Seller Designated Account, the Lead Seller Pro Rata Consideration Amount;
 - (b) to the Seller 2 Designated Account, the Seller 2 Pro Rata Consideration Amount;
 - (c) to the Seller 3 Designated Account, the Seller 3 Pro Rata Consideration Amount; and
 - (d) to the Seller 4 Designated Account, the Seller 4 Pro Rata Consideration Amount;
 - 1.2 (or as soon as possible thereafter) procure that KCM repay or prepay the Debt Discharge Amount and the Actual Copper Derivative Amount as set out in the Completion Payments Schedule, to the lenders under the Existing Facilities, in accordance with the requirements of the Existing Facilities and by wire transfer in immediately available funds, provided that, with respect to the portion of the Debt Discharge Amount that relates to the RG Overrun Facility, the Purchaser shall only be required to repay or prepay such amount to the extent RGLD has provided its consent for repayment;
 - 1.3 procure that a Group Company pays those Disclosed Seller Transaction Costs that are unpaid according to the Completion Payments Schedule be paid to the relevant counterparties in accordance with the Completion Payments Schedule and by wire transfer in immediately available funds;
 - 1.4 to the extent not already provided to the Lead Seller, provide evidence to the Sellers (in a form and substance satisfactory to the Sellers) that the Sellers (or relevant member of the Seller Group) have been unconditionally and irrevocably released in full from their respective obligations under any Seller Commitment;
 - 1.5 provide evidence to the Lead Seller (in a form and substance satisfactory to the Lead Seller) that the W&I policy is in full force and effect as at Completion (subject to its terms); and
 - 1.6 provided RGLD consents to the early repayment of the RG Overrun Facility or otherwise consents to the repayment of the Intra-Group Borrowings, provide evidence to the Sellers that the Intra-Group Borrowings have been paid by the relevant member of the Group in accordance with Clause 10.1(a).

Schedule 5

Warranties

1. Incorporation and Authority

1.1 Each Seller individually and severally (and not jointly or jointly and severally) warrants to the Purchaser:

- (a) it has been duly incorporated or formed and is validly existing under the laws of its place of incorporation or formation;
- (b) it is not insolvent or unable to pay its debts under the insolvency laws of the jurisdiction of its incorporation nor has it stopped paying debts as they fall due;
- (c) no moratorium has been obtained nor any order been made, petition presented or resolution passed for the winding-up of it;
- (d) no administrator, receiver, monitor, manager or equivalent officer has been appointed by any person in respect of it or all or any part of its assets, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed relating to any of it;
- (e) it has full power and authority to enter into and perform this Agreement and each other Transaction Document to which it is a party and its execution, delivery and performance of those Transaction Documents will not constitute a breach which is material in the context of the transaction contemplated by this Agreement of: (i) any provision of its articles of association, by-laws or equivalent constitutional documents; or (ii) any order, judgment or decree of any court or governmental authority by which it is bound;
- (f) if the Seller is expressly stated to enter into this Agreement as trustee of a trust, the Seller warrants in its own capacity and as trustee of the trust that:
 - (i) in respect of the trust, no action has been taken or is now proposed to be taken to terminate or dissolve the relevant trust; and
 - (ii) in respect of the trustee:
 - (A) it has full and valid power and authority under the terms of the relevant trust to enter into this Agreement and to carry out the transactions contemplated by this Agreement;
 - (B) it has in full force and effect the authorisations necessary for it to enter into this Agreement and perform its obligations under it and allow them to be enforced (including under the relevant trust deed and its constitution (if any));
 - (C) it enters into this Agreement and the transactions contemplated by this Agreement for the proper administration of the relevant trust and for the benefit of all the beneficiaries of the relevant trust;
 - (D) it is the sole trustee of the relevant trust and no action has been taken or is now proposed to be taken to remove it as trustee of the relevant trust;
 - (E) it has a right, including after any set off, to be fully indemnified out of assets of the relevant trust in respect of obligations incurred by it under

this Agreement and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the assets of the trust;

- (F) it is not in breach of any of its obligations as trustee of a trust, whether under the trust deed or otherwise; and
 - (G) it is not in default under the terms of the relevant trust; and
- (g) it is the sole legal and beneficial owner of all of the Shares set opposite its name in Schedule 1 (*The Sellers*).

2. **The Shares**

- 2.1 The Shares constitute the entire allotted and issued share capital of the Company, are fully paid-up and are free from all Encumbrances.
- 2.2 There are no agreements or commitments outstanding which call for the issue of any shares or debentures in or other securities of the Company or give to any person the right to call for the issue of any shares, debentures or other securities of the Company.

3. **The Group**

- 3.1 Schedule 2 (*The Group*) lists the particulars of each Group Company.
- 3.2 The shares in the capital of each Subsidiary of which particulars are set out in Schedule 2 (*The Group*) are: (i) legally and beneficially owned by Group Companies; (ii) fully paid-up; and (iii) free from all Encumbrances.
- 3.3 There are no agreements or commitments outstanding which call for the issue of any shares or debentures in or other securities of any Subsidiary or accord to any person the right to call for the issue of any such shares, debentures or other securities.
- 3.4 The Company does not own any legal or beneficial interest (either direct or indirect) in any shares, securities or participation interests of any kind in any undertaking other than the shares in the Subsidiaries.
- 3.5 Each Group Company has been duly incorporated or formed and is validly existing under the laws of its place of incorporation or formation and has full power to carry on its business as it is carried on at the date of this Agreement.

4. **Constitutional and Corporate Matters**

- 4.1 No Group Company acts or carries on business together with any other person (other than another Group Company) in partnership.
- 4.2 No Group Company has any branch or agency in any jurisdiction other than in the jurisdiction of its incorporation.
- 4.3 No Group Company carries on business under any name other than its own corporate name.

5. **Contracts**

For the purposes of this paragraph 5:

“**material contract**” means contract is a which is material to the Group’s business or whose annual value (in terms of either revenue or cost to the Group) is in excess of US\$10,000,000.

- 5.1 Save as Disclosed, no Group Company is a party to a material contract which:
 - (a) is not in the ordinary course of business or not entered into on arm’s length terms;

- (b) can be terminated upon a change in the direct or indirect ownership or control of that Group Company or whose terms, in the event of such a change of ownership or control, are substantially different from those which apply prior to such event;
 - (c) is an agreement with a director of a Group Company;
 - (d) requires the Group Company to pay any commission, finder's fee or royalty; or
 - (e) is an agency, distribution or franchise agreement.
- 5.2 Each of the material contracts to which a Group Company is a party is in full force and effect. So far as the Sellers are aware, no allegation of any material breach or invalidity has been received in writing by any Group Company in the twelve (12) months immediately preceding the date of this Agreement.

6. **Compliance with Laws**

So far as the Sellers are aware, each Group Company has in the twelve (12) months immediately preceding the date of this Agreement conducted its business in all material respects in compliance with all applicable laws and regulations applicable to such Group Company.

7. **Anti-Bribery and Improper Payments**

7.1 No Group Company nor, so far as the Sellers are aware, any of a Group Company's respective directors, officers, employees, agents, representatives or other persons associated with, performing a service for or otherwise acting for or on behalf of a Group Company:

- (a) has, in connection with the Business, breached or contravened any Anti-Bribery Laws or any applicable Anti-Money Laundering Law, rule or regulation or any books and records offences relating directly or indirectly to a bribe; and without limiting the generality of the foregoing directly or indirectly: (i) offered, promised, or given a financial or other advantage to another person intending the advantage to induce or reward improper performance of a relevant function or activity, or where acceptance of the advantage itself constituted such impropriety; or (ii) requested, agreed to, or accepted a financial or other advantage and in consequence intended to induce improper performance, or where a request, agreement, or acceptance of an advantage itself has amounted to improper performance, or where the advantage has been paid as a reward for, or in anticipation of, or as a consequence of, the improper performance; or (iii) offered, promised, or given a financial or other advantage to a Government Official or another with intent to influence such Government Official in his official capacity and to obtain or retain business, or a business advantage, including, without limitation, making or receiving any bribe, rebate, pay-off, influence payment, kick-back or other contribution or gifts contrary to Anti-Bribery Laws; or
- (b) is involved in any action, suit, proceeding, investigation or enforcement by or before any court or governmental agency, authority or body or any arbitrator with respect to the Anti-Money Laundering Laws or Anti-Bribery Laws, nor to the Sellers' knowledge, is any of the foregoing threatened.

7.2 Each Group Company maintains and regularly keeps under review on an ongoing basis adequate written anti-corruption procedures and internal accounting controls which are designed to ensure compliance by the relevant Group Company and its respective directors, officers and employees with all Anti-Bribery Laws.

8. **Licences**

8.1 The licences, consents and other authorisations set out in Schedule 13 are the material licenses required by each Group Company for or in connection with its business (the "**Licences**") and

each Licence is in full force and effect and, so far as the Sellers are aware, there are no grounds for the revocation of any Licence.

9. **Assets**

- 9.1 Save for assets that are leased or the subject of any hire purchase or rental agreement, all material assets used by any Group Company for or in connection with its business which are reasonably required for the continuation of the Business in all material respects as it is currently conducted are legally and beneficially owned by a Group Company.
- 9.2 All assets referred to in paragraph 9.1 as being legally and beneficially owned by a Group Company are free from all Encumbrances and neither any of the Sellers nor any Group Company has received any written claim, demand, or notice from any person to be entitled to or indicating an intention to exercise or enforce any such Encumbrance, and, there are no facts or circumstances that could result in the creation of an Encumbrance over the assets.
- 9.3 All assets referred to in paragraph 9.1 as being legally and beneficially owned by a Group Company are in the possession of or under control of the Group.
- 9.4 So far as the Sellers are aware, other than in the ordinary course of business, no Group Company has agreed to acquire any material asset on terms that ownership of such asset does not pass until full payment is made.
- 9.5 None of the Group's assets referred to in paragraph 9.1 as being legally and beneficially owned by a Group Company are the subject of any written agreements or arrangements to dispose or not to dispose or that otherwise restrict their use and disposal.

10. **Finance Arrangements**

- 10.1 Details of all overdraft and loan facilities of each Group Company have been Disclosed, (including all Intra-Group Borrowings, Intra-Group Lendings and all intragroup loans and facilities within the Group).
- 10.2 All overdraft and loan facilities of each Group Company are accurately recorded in the Locked Box Accounts, inclusive of any accrued interest owing as at the Locked Box Date.
- 10.3 All Intra-Group Borrowings and Intra-Group Lendings are accurately recorded in the Locked Box Accounts, inclusive of any accrued interest owing as at the Locked Box Date.
- 10.4 The amount borrowed by each Group Company does not exceed the amount stated in the relevant financial facility and the total amount borrowed by each Group Company does not exceed any limitations on the borrowing powers set out in its articles of association.
- 10.5 No Group Company has received written notice in the twelve (12) months immediately preceding the date of this Agreement that it has committed an event which is an event of default of the terms of any borrowing or financial facility to which it is a party.
- 10.6 No written demand or notice to repay has been received under, and so far as the Sellers are aware, no event has occurred or been alleged which is, or which may become or result in, an event of default, an early repayment or a breach of the terms of or under any borrowing or financial facility of any Group Company.
- 10.7 There are no loans or other financial indebtedness between the Group Companies and members of the Seller Group other than the Intra-Group Borrowings and Intra-Group Lendings.

11. **Grants and Allowances**

No Group Company has applied for or received any grant, subsidy or allowance from any governmental or other body in the twelve (12) months immediately preceding the date of this Agreement.

12. **Powers of Attorney**

Except for powers of attorney contained in other agreements as an incidental provision, no Group Company has given any power of attorney or other express authority which is still in force to any person to enter into any contract or commitment on its behalf, other than to directors or other employees to enter into contracts in the normal course of their duties.

13. **Arrangements with Sellers' Groups**

No indebtedness and no material contract or arrangement is outstanding between any Group Company and any member of a Seller Group, other than on commercial terms in the ordinary course of business.

14. **Litigation and Investigations**

14.1 So far as the Sellers are aware, no Group Company is, or has been in the three (3) years prior to the date of this Agreement, engaged in any material litigation, arbitration, mediation or other legal proceedings (whether as plaintiff, defendant or otherwise), where “**material**” means proceedings which (if successful) are likely to result in a cost, benefit or value to that Group Company of US\$10,000,000 or more.

14.2 So far as the Sellers are aware, no Group Company is the subject of any investigation, enquiry or enforcement proceedings by any governmental or other body which, in the opinion of the Sellers, is likely to have a material effect on the Business.

14.3 So far as the Sellers are aware, no Group Company is affected to a material extent by any existing or pending judgments or rulings, orders or decrees of any court or governmental authority or any expert determination or arbitral award to which it is subject.

15. **Insurance**

15.1 Details of the insurance policies maintained by members of the Group have been Disclosed and, so far as the Sellers are aware, all such insurance policies are in full force and effect.

15.2 During the twelve (12) months immediately preceding the date of this Agreement, no individual insurance claim in excess of US\$200,000 has been made by any Group Company.

16. **Insolvency**

16.1 No Group Company is insolvent under the insolvency laws of any jurisdiction applicable to it or is unable to pay its debts as they fall due.

16.2 No order has been made or resolution passed for the winding-up of any Group Company and no provisional liquidator has been appointed. No moratorium has been obtained nor any petition been presented or meeting convened for the purposes of winding up any Group Company and no step has been taken to initiate any process by or under which the ability of the creditors of a Group Company to take any action to enforce their debts is suspended, restricted or prevented, or some or all of the creditors of a Group Company accept, by agreement or pursuant to a court order or any ruling by a competent body, an amount less than the sums owing to them in satisfaction of those sums. No Group Company has become subject to any analogous event, proceeding or arrangement under the laws of any applicable jurisdiction.

16.3 No administrator, administrative receiver, monitor or any other receiver or manager has been appointed by any person in respect of any Group Company or all or any part of its assets and, so far as the Sellers are aware, no steps have been taken to initiate any such appointment. No analogous appointments have been made or, so far as the Sellers are aware, initiated under the laws of any applicable jurisdiction.

17. **Accounts**

17.1 The Accounts have been prepared in all material respects in accordance with Applicable Accounting Standards.

17.2 The Accounts give a true and fair view of the assets, liabilities, financial position and profit or loss of each Group Company and of the Group as a whole at the Accounts Date, and of the financial performance and operations of the Group (on an accrual accounting basis) for the period ending on the Accounts Date.

17.3 Save as disclosed in the Accounts, the Accounts were not affected in any material respect by any extraordinary, unusual or non-recurring item.

17.4 The Accounts have been prepared in good faith with reasonable care, skill, and attention.

17.5 The Accounts were prepared on a consistent basis with the same accounting policies and practices as were applied in the preparation of the immediately preceding accounts of the Group, except as disclosed in the notes to the Accounts.

17.6 The Accounts are not materially misleading or deceptive, having regard to the purpose for which they were prepared.

18. **Management Accounts**

18.1 The Management Accounts:

- (a) were prepared with due care and attention;
- (b) provide a reasonable view of, and do not materially mis-state, the state of affairs, profit or loss of the Group Companies for the period for which they have been prepared and of the balance sheets of the Group Companies as at the end of such period having regard to the purpose for which they were prepared;
- (c) are not affected by any unusual, exceptional or non-recurring items other than as Disclosed in the Management Accounts; and
- (d) were prepared using principles, practices and policies which are materially consistent with those used in the preparation of monthly management accounts of the Group for each of the twelve (12) months preceding the start of the period to which the Management Accounts relate.

18.2 Each consolidated profit or loss statement of the Group for each period ending on each of the Management Accounts Dates and each balance sheet of the Group as at each of the Management Accounts Dates, is complete and not materially misstated having regard to the purpose for which they were prepared.

19. **Locked Box Accounts**

19.1 The Locked Box Accounts have been prepared from the books of account and ledgers of the Group, in good faith with reasonable care and on a basis consistent with the preparation of the Accounts.

19.2 The Locked Box Accounts; present with reasonable accuracy and do not materially mis-state the assets and liabilities (whether those liabilities are actual or contingent) and profits and losses

of the Group as at the dates and for the period to which they relate and ending on the Locked Box Date; include adequate Inventory provisions; and do not materially misstate the profit and loss, assets and liabilities (whether those liabilities are actual or contingent) and cash flows of the Group as at the Locked Box Date.

20. **Cupric Africa Accounts**

- 20.1 The Cupric Africa Accounts have been prepared in all material respects in accordance with Applicable Accounting Standards.
- 20.2 The Cupric Africa Accounts give a true and fair view of the assets, liabilities, financial position and profit or loss of Cupric Africa Proprietary Limited at the Accounts Date, and of the financial performance and operations of Cupric Africa Proprietary Limited (on an accrual accounting basis) for the period ending on the Accounts Date.
- 20.3 Save as disclosed in the Cupric Africa Accounts, the Cupric Africa Accounts were not affected in any material respect by any extraordinary, unusual or non-recurring item.
- 20.4 The Cupric Africa Accounts have been prepared in good faith with reasonable care, skill, and attention.
- 20.5 The Cupric Africa Accounts were prepared on a consistent basis with the same accounting policies and practices as were applied in the preparation of the immediately preceding accounts of Cupric Africa Proprietary Limited, except as disclosed in the notes to the Cupric Africa Accounts.
- 20.6 The Cupric Africa Accounts are not materially misleading or deceptive, having regard to the purpose for which they were prepared.

21. **Events Since the Locked Box Date**

- 21.1 Since the Locked Box Date:
- (a) the business of each Group Company has been conducted in the ordinary course in all material respects;
 - (b) no Group Company has borrowed or raised any money;
 - (c) no individual item of capital expenditure has been incurred in an amount in excess of US\$10,000,000;
 - (d) there has been no material adverse change in the financial or trading position of the Group;
 - (e) no dividend or other distribution has been declared, made or paid by any Group Company;
 - (f) no Group Company has issued or agreed to issue any share or loan capital or other similar interest;
 - (g) no Group Company has undergone any capital reorganisation or change in its capital structure; and
 - (h) no change in the accounting reference period of any Group Company has been made.

22. **Taxation**

- 22.1 All material amounts of Tax for which each Group Company has been liable to account has been duly paid (insofar as such Tax ought to have been paid).

- 22.2 The Locked Box Accounts make full provision or reserve in accordance with generally accepted accounting principles for all material amounts of Tax for which each Group Company is accountable at that date.
- 22.3 All material amounts of Tax deductible have, so far as required by law to be deducted, been deducted from all payments made by each Group Company.
- 22.4 Each Group Company has maintained all records (that meet all legal requirements) in relation to Tax which it is required by law to maintain.
- 22.5 No Group Company is involved in any material dispute in relation to Tax with any Taxation Authority.
- 22.6 All notices, returns, assessments, claims and disclaimers which have, or should have, been submitted by law by each Group Company to a Tax Authority for the purposes of Tax were submitted within applicable time limits and were accurate and complete in all material respects.
- 22.7 No Group Company has, within three (3) years of the date of the Agreement, paid any material penalty or fine in connection with any Tax.
- 22.8 No Group Company has, within the three (3) years before the date of this Agreement, been the subject of an investigation of a non-routine nature by any Taxation Authority.
- 22.9 Each Group Company is resident for Taxation purposes in the jurisdiction in which it is incorporated.

23. **Intellectual Property and Information Technology**

Registered Intellectual Property

- 23.1 The Data Room contains complete and accurate lists of the Registered Intellectual Property, including details of the current registered proprietor or applicant.
- 23.2 All registration, renewal and other maintenance fees in respect of the Registered Intellectual Property due on or prior to the date of this Agreement have been paid in full.
- 23.3 No Group Company has received any written notice that the Registered Intellectual Property is being opposed, or that any third party is seeking its invalidation or revocation.

Business Intellectual Property

- 23.4 A Group Company is the sole and legal beneficial owner of all of the Owned Business Intellectual Property.
- 23.5 So far as the Sellers are aware, the use by a Group Company of the Owned Business Intellectual Property does not infringe or misappropriate the Intellectual Property of any third party in any material respect and no third party is infringing or misappropriating any of the Business Owned Intellectual Property.
- 23.6 No Group Company has, in the twelve (12) months immediately preceding the date of this Agreement, issued any notice of any legal proceedings, claims or complaints against a third party regarding the infringement of the Owned Business Intellectual Property. So far as the Sellers are aware, in the six (6) months immediately preceding the date of this Agreement, no third party has infringed the Owned Business Intellectual Property.
- 23.7 The Data Room contains copies of all licences of Intellectual Property that have been granted by a third party to a Group Company and all licences of the Business Intellectual Property that have been granted by a Group Company to a third party, in each case, that are material to the operations of the Business and excluding licences relating to shrink-wrapped, click-wrapped or other software commercially available off the shelf.

- 23.8 All employees or contractors of any Group Company that have discovered or created any inventions, Software or other materials that are material to the operations of the Business have assigned all Intellectual Property in and to those inventions, Software or other materials to a Group Company, except to the extent that such Intellectual Property has vested in a Group Company by operation of law.

IT Systems / IT Contracts

- 23.9 A description of the IT Systems has been Disclosed.
- 23.10 No part of the IT Systems has failed to function in a way that has had a material impact on the Business during the two (2) years prior to the date of this Agreement.
- 23.11 Each element of the IT System is legally and beneficially owned by a Group Company, or validly licensed to a Group Company, pursuant to a written agreement, in each case free from Encumbrances.
- 23.12 For the period of three (3) years prior to the date of this Agreement the Group Companies have not, as a result of a data breach, lost access to the IT Systems or the data of the Business.

24. Real Estate

- 24.1 The Properties comprise all the material land owned, controlled, occupied or used by any Group Company or in which any Group Company has any right, interest or liability.
- 24.2 The information in respect of the Properties set out in Schedule 11 (*Properties*) is accurate.
- 24.3 So far as the Sellers are aware, no Group Company is actually or contingently liable in any material respect in relation to any Leased Property (whether as tenant or former tenant of any such property or as an original contracting party, or guarantor of any party, to any deed, document, lease or licence connected therewith) other than as Disclosed.
- 24.4 So far as the Sellers are aware: (i) all material covenants, conditions and agreements contained in any lease of any Properties, on the part of the landlord and the tenant, have been complied with; and (ii) no notice of breach of any of the tenant's obligations under any such lease has been received from the landlord by any Group Company.

25. Employment

- 25.1 The Data Room contains a list of the Key Executives at the date of signing this Agreement by category together with their location and an overview of the benefits which each Group Company is bound to provide to each Key Executive.
- 25.2 Since the Locked Box Date, no Group Company has paid or given any increase in or improvement to the emoluments of any Key Executive and no Group Company has made any written proposal concerning any such emoluments with or without retrospective operation.
- 25.3 Since the Locked Box Date, no Group Company has been engaged or involved in any material dispute with any Key Executive or any labour troubles involving any Group Company which are material and, so far as the Sellers are aware, no material industrial action involving such Key Executives exists at the date of this Agreement.
- 25.4 All Key Executives in the relevant jurisdiction of each Group Company are legally entitled to work in the relevant jurisdiction.
- 25.5 Since the Locked Box Date, no Group Company has made, announced or proposed any material changes in writing to the salary of or benefits to any Key Executive which would increase the Group's total costs in respect of all Key Executives by more than ten (10) per cent. per annum.

25.6 Details of all remuneration and other benefits which each Group Company is bound to provide to each Key Executive are set out in the Data Room.

26. **Sanctions**

26.1 The Sellers have at all times conducted their business in compliance with, and the sale and purchase of the Shares in accordance with this Agreement will not contravene:

- (a) any applicable Anti-Money Laundering Law, rule or regulation; or
- (b) any applicable Sanctions.

26.2 No Seller nor any of its directors, officers, employees or agents is a Sanctioned Person.

Schedule 6

Purchaser Warranties

1. **Incorporation, Residence and Authority of the Purchaser**

- 1.1 The Purchaser is a company incorporated and validly existing under the laws of British Columbia, Canada.
- 1.2 The Purchaser is solely Tax resident in its jurisdiction of incorporation.
- 1.3 The Purchaser has the necessary power and authority to enter into and perform this Agreement, the W&I Policy and the other Transaction Documents to which it is a party and all other documents executed by the Purchaser which are to be delivered at Completion (together, the “**Documents**”).
- 1.4 The execution, delivery and performance by the Purchaser of the Documents will not result in a breach of: (i) any provision of the articles of association or equivalent constitutional documents of the Purchaser; or (ii) any order, judgment or decree of any court or governmental authority by which the Purchaser is bound.
- 1.5 The Purchaser is not nor will it be required to give any notice to nor make any filing with or obtain any permit, consent, waiver or other authorisation from any governmental or regulatory authority in connection with the execution, delivery and performance of the Documents.
- 1.6 No moratorium has been obtained nor has any order been made, petition presented or resolution passed for the winding up of the Purchaser. No administrator nor any receiver or manager has been appointed by any person in respect of the Purchaser or all or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Purchaser has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

2. **Information**

All information supplied by any member of the Purchaser’s Group or any of their respective Agents in connection with the transactions contemplated in the Transaction Documents was, when given, and remains true and accurate in all respects and not misleading.

3. **Available Funds**

The Purchaser has immediately available on an unconditional basis (subject only to Completion) the cash resources required to meet in full its obligations under the Transaction Documents.

4. **Sanctions**

- 4.1 The Purchaser has at all times conducted its business in compliance with, and the sale and purchase of the Shares in accordance with this Agreement will not contravene:
 - (a) any applicable Anti-Money Laundering Law, rule or regulation; or
 - (b) any applicable Sanctions.
- 4.2 The Consideration is not, in whole or in part, the proceeds of any business or other activity of the Purchaser or the Purchaser’s Group:
 - (a) which, at the time of such business or other activity or at the time of payment of the Consideration by the Purchaser, was or is prohibited by Sanctions due to the person

with whom the Purchaser conducted such business or activity being a Sanctioned Person; or

- (b) which, at the time of such business or other activity or at the time of payment of the Consideration by the Purchaser, was or is in breach of Sanctions applicable to the business and/or activities of the Purchaser or the Purchaser's Group from which the proceeds for the payment of the Consideration are received; or
- (c) which may cause the Sellers to violate Sanctions.

4.3 No payments by the Purchaser to the Sellers under this Agreement shall be made through any bank, financial institution or any other entity or person, which is a Sanctioned Person, is subject to any blocking/asset freezes, or which is directly or, so far as the Purchaser is aware, indirectly involved in the transactions contemplated by this Agreement (including in relation to the funding of the Purchaser's obligations hereunder) which would otherwise be prohibited under or by any Sanctions.

4.4 Neither the Purchaser, the Purchaser Guarantor nor any of the Purchaser Guarantor's Subsidiary Undertakings, nor, so far as the Purchaser is aware, any of the Agents of any of the foregoing is a Sanctioned Person.

5. **Anti-Bribery & Corruption**

5.1 With respect to the Purchaser Business, no member of the Purchaser's Group nor, so far as the Purchaser is aware, any of its advisers, directors, officers, employees, agents, representatives or other persons associated with, performing a service for or otherwise acting for or on behalf of it or them:

- (a) has, in connection with the Purchaser Business or the transactions contemplated by any Transaction Documents, breached or contravened any Anti-Bribery Laws or any applicable Anti Money Laundering Law, rule or regulation or any books and records offences relating directly or indirectly to a bribe; and without limiting the generality of the foregoing directly or indirectly: (i) offered, promised, or gave a financial or other advantage to another person intending the advantage to induce or reward improper performance of a relevant function or activity, or where acceptance of the advantage itself constituted such impropriety; or (ii) requested, agreed to, or accepted a financial or other advantage and in consequence intended to induce improper performance, or where a request, agreement, or acceptance of an advantage itself has amounted to improper performance, or where the advantage has been paid as a reward for, or in anticipation of, or as a consequence of, the improper performance; or (iii) offered, promised, or gave a financial or other advantage to a Government Official or another with intent to influence such Government Official in his official capacity and to obtain or retain business, or a business advantage, including, without limitation, making or receiving any bribe, rebate, pay-off, influence payment, kick-back or other contribution or gifts contrary to Anti-Bribery Laws; or
- (b) is involved in any action, suit, proceeding, investigation or enforcement by or before any court or governmental agency, authority or body or any arbitrator with respect to the Anti-Money Laundering Laws or Anti-Bribery Laws, nor to the Purchaser's knowledge, is any of the foregoing threatened.

6. **Purchaser Debt Finance Documents**

6.1 The Purchaser Debt Finance Documents are in full force and effect and contain the legal, valid, binding and enforceable obligations of each of the other parties thereto.

6.2 The Purchaser has delivered to the Sellers true, complete and accurate copies of the Purchaser Debt Finance Documents.

7. **Restricted Person**

7.1 At Completion, the Purchaser will not be a Restricted Person.

7.2 Terms capitalised in Warranty 7, have the following meaning:

- (a) “**Affiliate**” means, in relation to any Person, any other Person controlling, controlled by or under common control with the relevant Person, where “**control**” means the right, directly or indirectly, to direct or cause the direction of the management of the business or affairs of the relevant Person, whether by ownership of securities, by contract or otherwise; where “**controls**”, “**controlling**”, “**controlled by**” and “**under common control with**” have corresponding meanings;
- (b) “**Person**” includes an individual, corporation, body corporate, limited or general partnership, joint stock company, limited liability corporation, joint venture, association, company, trust, bank, trust company, authority or any other type of organization, whether or not a legal entity; and
- (c) “**Restricted Person**” means any Person that: (a) is named, identified, described on or included on any of: (i) the lists maintained by the Office of the Superintendent of Financial Institutions (Canada) with respect to anti-terrorism financing; (ii) the Denied Persons List, the Entity List or the Unverified List, compiled by the Bureau of Industry and Security, U.S. Department of Commerce; (iii) the List of Statutorily Debarred Parties compiled by the U.S. Department of State; (iv) the Specially Designated Nationals Blocked Persons List compiled by the U.S. Office of Foreign Assets Control; or (v) the Annex to, or any person who is otherwise determined to be subject to the provisions of, U.S. Executive Order No. 13324; (b) is subject to trade restrictions under United States Law, including, but not limited to: (i) the *International Emergency Economic Powers Act*, 50 U.S.C.; or (ii) the *Trading with the Enemy Act*, 50 U.S.C. App. 1 et seq.; or any other enabling legislation or executive order relating thereto, including the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, Title III of Pub. L. 107-56; (c) is subject to trade restrictions under Swiss Law, including, but not limited to: (i) the *Federal Act on the Implementation of International Sanctions*, dated 22 March 2002 (Embargo Act); or (ii) the specific ordinances issued by the Swiss Federal Council based on the Embargo Act; or (d) is a Person that is an Affiliate of a Person listed above.

Schedule 7 Purchaser Guarantor Warranties

1. Incorporation, Residence and Authority of the Purchaser

- 1.1 The Purchaser Guarantor is a company incorporated and validly existing under the laws of Hong Kong.
- 1.2 The Purchaser Guarantor is solely Tax resident in its jurisdiction of incorporation.
- 1.3 The Purchaser Guarantor has the necessary power and authority to enter into and perform this Agreement.
- 1.4 The execution, delivery and performance by the Purchaser Guarantor of the Agreement will not result in a breach of: (i) any provision of the articles of association or equivalent constitutional documents of the Purchaser Guarantor; or (ii) any order, judgment or decree of any court or governmental authority by which the Purchaser Guarantor is bound.
- 1.5 The Purchaser Guarantor is not nor will it be required to give any notice to nor make any filing with or obtain any permit, consent, waiver or other authorisation from any governmental or regulatory authority in connection with the execution, delivery and performance of the Documents.
- 1.6 No moratorium has been obtained nor has any order been made, petition presented or resolution passed for the winding up of the Purchaser Guarantor. No administrator nor any receiver or manager has been appointed by any person in respect of the Purchaser or all or any of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Purchaser Guarantor has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.

2. Sanctions

- 2.1 The Purchaser Guarantor has at all times conducted its business in compliance with:
 - (a) any applicable Anti-Money Laundering Law, rule or regulation; or
 - (b) any applicable Sanctions.
- 2.2 No payments by the Purchaser Guarantor to the Sellers under this Agreement shall be made through any bank, financial institution or any other entity or person, which is a Sanctioned Person, is subject to any blocking/asset freezes, or which is directly or, so far as the Purchaser is aware, indirectly involved in the transactions contemplated by this Agreement which would otherwise be prohibited under or by any Sanctions.
- 2.3 Neither the Purchaser Guarantor nor any of its Subsidiary Undertakings, nor, so far as the Purchaser Guarantor is aware, any of its Agents is a Sanctioned Person.

3. Anti-Bribery & Corruption

- 3.1 No member of the Purchaser Guarantor's Group nor, so far as the Purchaser Guarantor is aware, any of its or their respective advisers, directors, officers, employees, agents, representatives or other persons associated with, performing a service for or otherwise acting for or on behalf of it or them:
 - (a) has breached or contravened any Anti-Bribery Laws or any applicable Anti-Money Laundering Law, rule or regulation or any books and records offences relating directly or indirectly to a bribe; and without limiting the generality of the foregoing directly or indirectly: (i) offered, promised, or given a financial or other advantage to another person intending the advantage to induce or reward improper performance of a relevant

function or activity, or where acceptance of the advantage itself constituted such improperness; or (ii) requested, agreed to, or accepted a financial or other advantage and in consequence intended to induce improper performance, or where a request, agreement, or acceptance of an advantage itself has amounted to improper performance, or where the advantage has been paid as a reward for, or in anticipation of, or as a consequence of, the improper performance; or (iii) offered, promised, or given a financial or other advantage to a Government Official or another with intent to influence such Government Official in his official capacity and to obtain or retain business, or a business advantage, including, without limitation, making or receiving any bribe, rebate, pay-off, influence payment, kick-back or other contribution or gifts contrary to Anti-Bribery Laws; or

- (b) is involved in any action, suit, proceeding, investigation or enforcement by or before any court or governmental agency, authority or body or any arbitrator with respect to the Anti-Money Laundering Laws or Anti-Bribery Laws, nor to the Purchaser's knowledge, is any of the foregoing threatened.

4. **Restricted Person**

4.1 At Completion, the Purchaser Guarantor will not be a Restricted Person.

4.2 Terms capitalised in Warranty 4, have the following meaning:

- (a) **"Affiliate"** means, in relation to any Person, any other Person controlling, controlled by or under common control with the relevant Person, where **"control"** means the right, directly or indirectly, to direct or cause the direction of the management of the business or affairs of the relevant Person, whether by ownership of securities, by contract or otherwise; where **"controls"**, **"controlling"**, **"controlled by"** and **"under common control with"** have corresponding meanings;
- (b) **"Person"** includes an individual, corporation, body corporate, limited or general partnership, joint stock company, limited liability corporation, joint venture, association, company, trust, bank, trust company, authority or any other type of organization, whether or not a legal entity; and
- (c) **"Restricted Person"** means any Person that: (a) is named, identified, described on or included on any of: (i) the lists maintained by the Office of the Superintendent of Financial Institutions (Canada) with respect to anti-terrorism financing; (ii) the Denied Persons List, the Entity List or the Unverified List, compiled by the Bureau of Industry and Security, U.S. Department of Commerce; (iii) the List of Statutorily Debarred Parties compiled by the U.S. Department of State; (iv) the Specially Designated Nationals Blocked Persons List compiled by the U.S. Office of Foreign Assets Control; or (v) the Annex to, or any person who is otherwise determined to be subject to the provisions of, U.S. Executive Order No. 13324; (b) is subject to trade restrictions under United States Law, including, but not limited to: (i) the *International Emergency Economic Powers Act*, 50 U.S.C.; or (ii) the *Trading with the Enemy Act*, 50 U.S.C. App. 1 et seq.; or any other enabling legislation or executive order relating thereto, including the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001*, Title III of Pub. L. 107-56; (c) is subject to trade restrictions under Swiss Law, including, but not limited to: (i) the *Federal Act on the Implementation of International Sanctions*, dated 22 March 2002 (Embargo Act); or (ii) the specific ordinances issued by the Swiss Federal Council based on the Embargo Act; or (d) is a Person that is an Affiliate of a Person listed above.

Schedule 8

Sellers' Limitations on Liability

1. Limitations on Quantum

1.1 The liability of the Sellers in respect of:

- (a) any Claim shall not arise unless and until the amount of:
 - (i) such Claim exceeds USD 200,000 (the “**De Minimis Amount**”), in which case, the liability of the Relevant Sellers shall be limited to the excess over the De Minimis Amount; and
 - (ii) all such Claims for which the Sellers would, in the absence of this provision, be liable exceeds USD 25,000,000 (the “**Basket Amount**”), in which case the liability of the Relevant Sellers shall be limited to the excess of such aggregate amount over the Basket Amount,
- (b) all Warranty Claims (other than Fundamental Warranty Claims) and/or Tax Covenant Claims shall be limited to US\$1.00,

provided that, the aggregate liability of the Sellers in respect of all Claims (excluding Fundamental Warranties Claims) shall not exceed an amount equal to ten per cent. (10%) of the Base Consideration.

1.2 The aggregate amount of the liability of each Seller in respect of the aggregate of all Fundamental Warranty Claims shall not exceed one hundred per cent. (100%) of the Pro Rata Consideration.

1.3 In respect of the Fundamental Warranties, the Parties agree that the Purchaser shall have recourse for a Fundamental Warranty Claim under the W&I Policy and the Sellers shall only be liable to the extent that the amount of the Fundamental Warranty Claim exceeds the coverage provided under the W&I Policy (save in the case of fraud or fraudulent misrepresentation by a Seller and then only against that particular Seller) (“the **Excess Liability**”), provided that:

- (a) in the event that the Excess Liability relates to an Individual Warranty, only the Seller that gave such Individual Warranty shall be liable for the Excess Liability; and
- (b) in the event the Excess Liability relates to the Fundamental Warranty in paragraph 2 of Schedule 5, each Seller shall only be liable to pay only an amount equal to their Pro Rata Portion of the Excess Liability,

and the Sellers agree that the Purchaser shall be entitled to commence a Fundamental Warranty Claim against the Seller(s) for the Excess Liability without having first claimed or obtained insurance proceeds under the W&I Insurance for the amount below the Excess Liability.

1.4 The aggregate liability of each Seller in respect of any and all Claims shall be limited to, and shall in no event exceed, their Pro Rata Consideration.

1.5 If a Seller is subject to a Claim that is not specific to any particular Seller or could be brought against more than one Seller, then such Seller's liability in respect of any such Claim shall not exceed their Pro Rata Portion of the Claim.

1.6 The Purchaser acknowledges and agrees that no Seller shall have any limitations on its own liability disappplied in respect of the fraud, fraudulent misrepresentation or Wilful Default of any other Seller.

1.7 The Purchaser acknowledges and agrees that the liability of any Seller who acts as a trustee of a trust shall be limited to the value of the trust assets in the hands of and under control of that seller as trustee of that trust from time to time.

2. **Time Limits**

2.1 No Seller shall be liable in respect of any Claim unless written notice containing full details of such Claim is given by or on behalf of the Purchaser to the Relevant Sellers:

(a) in the case of a Claim (other than a Tax Claim or in respect of the Fundamental Warranties) by no later than three (3) years from the date of Completion;

(b) in the case of a Claim in respect of the Fundamental Warranties by no later than three (3) years from the date of Completion;

(c) in the case of a Tax Claim by no later than seven (7) years from the date of Completion, provided that any such Claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been withdrawn and shall determine absolutely unless such legal proceedings in respect of it have been properly issued and validly served within three (3) months of such written notice being given to the Relevant Sellers.

3. **Purchaser's Knowledge (actual, constructive and imputed)**

3.1 No Seller shall be liable in respect of a Warranty Claim to the extent that the facts giving rise to such Claim were Disclosed or were otherwise known (or would have been known had reasonable enquiry been made) at the date of this Agreement by the Purchaser, any member of the Purchaser's Group or any of their respective Agents.

3.2 If the Purchaser (or any member of the Purchaser's Group or any of their respective Agents) becomes aware of a matter which might reasonably give rise to a Claim, no Seller shall be liable in respect of it unless written notice of all relevant facts is given by the Purchaser to each Seller who is subject to that Claim within twenty (20) Business Days of their becoming so aware. If the matter is capable of remedy, the Purchaser shall only be entitled to compensation if the matter is not remedied within thirty (30) days after the date on which such notice is served on the Relevant Sellers.

4. **Information**

The Purchaser acknowledges that, other than the Warranties, no representation or warranty has been made as to the accuracy or completeness of any of the information provided in relation to the Group (including as Disclosed in the Disclosed Information) (together, the "**Information**") by any Seller or any member of the Seller Group (including the Group) nor any of their respective Agents and confirms that no Seller nor any member of the Seller Group nor any of their respective Agents shall be under any liability to the Purchaser in the event that, for whatever reason, any Information is or becomes inaccurate, incomplete or misleading in any way.

5. **Allowances, Provisions or Reserves**

5.1 Each Seller shall not be liable for any Claim to the extent that allowance, provision or reserve has been made in the Locked Box Accounts for the matter giving rise to such Claim.

5.2 If, at any time during the periods set out in paragraph 2:

(a) the amount of any allowance, provision or reserve made in the Locked Box Accounts for a matter is in excess of the amount actually attributed to such matter; or

- (b) any asset is disposed of for an amount in excess of its value stated in the Locked Box Accounts; or
- (c) the value of any liability stated in the Locked Box Accounts is in excess of the amount actually required to settle or satisfy such liability,

then each excess amount so determined shall be applied to reduce the liability of the Relevant Sellers under any Claims, provided that if any payment has been made by a Seller to the Purchaser in respect of a Claim prior to determination of the existence of such excess amount, the Purchaser shall immediately repay to the Relevant Seller(s) an amount equal to the lesser of: (i) the amount of such Claim paid by the Relevant Seller(s); or (ii) the amount of any excess then in existence. Any remaining excess amount and any further excess amounts that may arise shall be applied to reduce the Sellers' liability under any subsequent Claims.

6. Contingent Liability

Each Seller shall not be liable for any Claim based upon a liability which is contingent unless and until such contingent liability becomes an actual liability and, other than a Tax Claim, is due and payable. In respect of Tax Claims, liability shall arise on the date of assessment by the Relevant Authority, notwithstanding that there may be a further period to pay any Tax assessed.

7. Retrospective Legislation

Each Seller shall not be liable for any Claim to the extent that the liability arises or is increased as a result of any legislation not in force at the date of this Agreement.

8. Voluntary Acts or Omissions

Each Seller shall not be liable for any Claim arising or increased directly or indirectly as a result of any voluntary act or omission of any member of the Purchaser's Group (including, following Completion, the Group) after the date of this Agreement (including, for the avoidance of doubt, any matters consented to by the Purchaser in Clause 7.1 or otherwise pursuant to Clauses 7.3(c) or 7.3(d)).

9. Prior Acts

Each Seller shall not be liable for any Claim arising out of an event, matter, circumstance, act or omission which precedes the date on which the Lead Seller acquired the relevant Group Company, its business (or any part thereof) or any of its assets.

10. Cease in Ownership

Each Seller shall not be liable for any Claim arising in respect of a Group Company after such Group Company has ceased to be a member of the Purchaser's Group.

11. Duty to Mitigate

The Purchaser shall procure that all reasonable steps are taken to avoid or mitigate any loss or damage which it may suffer as a result of a breach by a Seller of this Agreement or as a result of any fact, matter, event or circumstance likely to give rise to a Claim.

12. Loss Otherwise Compensated

12.1 Each Seller shall not be liable for any Claim to the extent that:

- (a) the matter giving rise to such Claim has been (or is capable of being) made good or is (or is capable of being) otherwise compensated for without loss to the Purchaser; or

- (b) the Claim is recoverable under any insurance policy other than the W&I Policy (or would have been recoverable had the Purchaser's Group maintained in force insurance cover for the Group similar to that in force at Completion).

12.2 In assessing a Claim, corresponding savings by, or net benefits to, the Purchaser's Group shall be taken into account (including the amount by which Taxation may be reduced as a result of any liability).

13. **Recovery from Third Parties**

Where the Purchaser is entitled to recover from any other person an amount in respect of any matter relating to a Claim (other than a Tax Covenant Claim), the Purchaser shall as soon as practicable notify the Sellers or the Relevant Seller(s) (as the case may be) in writing and take all steps as the Sellers or the Relevant Seller(s) (as the case may be) may require to enforce recovery of such amount. The Purchaser shall keep the Lead Seller (and if applicable, the Relevant Seller(s)) fully informed of the progress of such recovery and shall provide copies of all relevant correspondence and documentation. Upon recovery of such amount the Purchaser shall:

- (a) deduct the full amount from the Claim (if the entitlement of the Purchaser to recover arose before payment is made by the Relevant Seller(s) in respect of the Claim); or
- (b) repay to the Relevant Seller(s) the lesser of such amount paid by the Relevant Sellers to the Purchaser under the Claim or the full amount recovered by the Purchaser (if the entitlement to recover arose after payment had been made by the Relevant Seller(s) in respect of the Claim).

14. **Conduct of Claims**

14.1 If any member of the Purchaser's Group becomes aware of any matter which may result in a claim being brought against it by another person (a "**Third Party Claim**") which may reasonably be expected to lead to a Claim against any Seller (and not solely under the W&I Policy), the Purchaser shall and shall procure that each member of the Purchaser's Group shall:

- (a) make no admission of liability or settle or compromise the Third Party Claim without the prior consent in writing of the Relevant Seller(s) (such consent not to be unreasonably withheld or delayed);
- (b) subject to the Purchaser being indemnified against all reasonable costs and expenses, for the duration of the Third Party Claim provide the Relevant Seller(s) and their Agents with all information relevant to the Third Party Claim (including full access to premises and personnel and the right to examine and copy all relevant documents and records) and shall preserve all such information;
- (c) subject to the Purchaser being indemnified against all reasonable costs and expenses, consult with, give such information and assistance to and take such action (including the appointment of professional advisers) as the Relevant Seller(s) may reasonably request in order to avoid, defend, dispute, mitigate, appeal, settle or compromise the Third Party Claim; and
- (d) permit the Lead Seller (or if the Lead Seller is not a party to the Claim, the Relevant Seller(s) jointly with the Lead Seller) a period of twenty (20) Business Days after receipt of any notice of Third Party Claim (or such shorter time as specified in any document commencing formal proceedings in respect of such Third Party Claim) to elect (and to notify the Purchaser) that the Lead Seller (or Relevant Sellers, as applicable) elects to defend the Third Party Claim. Subject to applicable laws, in the event that the Lead Seller (or the Relevant Sellers, as applicable) notifies the Purchaser that it elects to defend the Third Party Claim, the Lead Seller (or the Relevant Sellers,

as applicable) will have sole conduct of the Third Party Claim and the Purchaser permits the Lead Seller or those other Relevant Seller(s) to take such action as it or they (as the case may be) decide(s) is necessary at any time and in its sole discretion to avoid, defend, dispute, mitigate, appeal, settle or compromise the Third Party Claim. In undertaking actions in accordance with this paragraph 14, the Lead Seller (or the Relevant Sellers, as applicable) must act reasonably, having regard to the reputation and interests of the Purchaser, in conducting any proceedings or action in respect of the Third Party Claim, and the Lead Seller (or the Relevant Sellers, as applicable) must:

- (i) act in good faith;
- (ii) liaise regularly with the Purchaser (and as and when reasonably required by the Purchaser) in relation to the defence of the Third Party Claim;
- (iii) act reasonably in all the circumstances, including having regard to the likelihood of success and having regard to the effect of using all reasonable endeavours to minimise the impact of the proceedings or actions on the goodwill or reputation of the Purchaser and the Purchaser's Group (and their direct or indirect ultimate shareholders);
- (iv) provide the Purchaser with copies of any notices, correspondence or other documents, and reasonable details of any significant verbal communications, relating to the Third Party Claim; and
- (v) not, without the prior written consent of the Purchaser, settle, compromise or offer to settle or compromise any Third Party Claim on a basis that would result in the imposition of a consent order, injunction or decree that would restrict the future Business of the Purchaser or the Purchaser's Group.

15. No Double Recovery

The Purchaser shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one shortfall, damage, deficiency, breach or other set of circumstances which gives rise to one or more Claims. For the purposes of this paragraph 15, recovery by any Group Company shall be deemed to be recovery by the Purchaser.

16. Exclusion of Sellers' Limitations

Nothing in this Schedule 8 (other than paragraph 1.6) shall restrict or limit a Claim that arises, is increased, or is delayed as a result of fraud, fraudulent misrepresentation or Wilful Default by the Relevant Seller, any other member of their Seller Group, or any of their respective officers or employees.

Schedule 9

Permitted Leakage

“**Permitted Leakage**” means the following payments made or accrued or to be made by the Company or any other member of the Group:

- (a) the Disclosed Seller Transaction Costs incurred, paid or agreed to be paid or payable;
- (b) any payments that are required to be made in order to comply with the terms of the Transaction Documents or that are otherwise provided for under the terms of the Transaction Documents;
- (c) accrual and payment of any interest on any Intra-Group Borrowings, provided any such interest is on arm’s length terms and consistent with past practice in the twelve (12) month period prior to the Locked Box Date;
- (d) repayment of any principal of any Intra-Group Borrowings;
- (e) the making of any Intra-Group Lending, provided that the Lending results in equivalent cash transfers into the Group;
- (f) any payments or matters provided for in the Locked Box Accounts;
- (g) any amounts incurred, paid or agreed to be paid or payable or liability, cost or expense incurred in connection with any matter undertaken at the request of, or with the prior consent of, the Purchaser;
- (h) any amounts incurred, paid or agreed to be paid or payable or agreed to be made where these are (i) in the ordinary course of the Group’s trading activities, and (ii) on an arm’s length terms basis and (iii) consistent with past practice in the twelve (12)-month period prior to the Locked Box Date, in each case by any member of the Group to any Seller or any member of the Seller Group;
- (i) any payments or matters provided for in the Pre-Closing Budget;
- (j) any amounts incurred, paid or agreed to be paid or payable to any Seller or any member of a Seller Group in respect of services or employees provided to any member of the Group under any agreement or arrangement and which is in the ordinary course of business (including any associated social security costs and other Tax) (for the avoidance of doubt this includes, without limitation, the GNRI Monitoring Fee);
- (k) retention bonuses for management paid or agreed to be paid or payable for an amount as agreed between the Lead Seller and the Purchaser in connection with the Transaction to be capped at not more than US\$2,500,000; and
- (l) any Tax incurred, required to be accounted for, paid or becoming payable by any member of the Group as a result of any of the matters referred to in paragraphs (a) to (k) (inclusive) above, or any Tax which would have become payable in the absence of any Relief.

Schedule 10

Tax Covenant

1. Interpretation

1.1 In this Schedule:

“**Actual Tax Liability**” means any liability to make an actual payment of Tax;

“**Deemed Tax Liability**” means the use or setting-off of any Purchaser’s Relief (excluding any Relief in the nature of an exemption) where, but for that set-off or use, the Sellers would have had a liability to make a payment to the Purchaser under this Schedule, and the amount of the Deemed Tax Liability will be the amount of Tax for which the Sellers would have been liable but for such use or set-off;

“**Event**” means any event, act, transaction or omission;

“**Loss**” means any absence, non-existence, non-availability, reduction, loss, counteraction, nullification, disallowance, withdrawal or clawback;

“**Purchaser’s Relief**” means:

- (a) any Relief which arises to a Group Company in the ordinary course of the relevant Group Company’s business in respect of an Event occurring between the Locked Box Date and the date of Completion;
- (b) any Relief which arises to a Group Company in respect of an Event occurring after the date of Completion or in respect of a period (or part-period) commencing after the date of Completion; or
- (c) a Relief which arises to a member of the Purchaser’s Group other than a Group Company;

“**Seller Person**” means: (i) each Seller; (ii) each member of each Seller Group, any person that is connected (for Tax purposes) with such Seller and/or any member of each Seller Group; and/or (iii) any person which is treated, for Tax purposes, as beneficially owning or receiving any payment made to such person included in (i) or (ii) above;

“**Tax Liability**” means an Actual Tax Liability or Deemed Tax Liability; and

“**Tax Refund**” means a right to a repayment of, or a payment in respect of, Tax or an actual repayment of, or actual payment in respect of, Tax to which a Group Company becomes entitled or receives in relation to, in connection with or in respect of:

- (a) a period (or part-period) on or before the Locked Box Date;
- (b) an Event occurring (or deemed to occur) on or before the Locked Box Date;
- (c) an Event occurring (or deemed to occur) outside the ordinary course of business of the relevant Group Company between the Locked Box Date and Completion; or
- (d) income, profits or gains which were earned, accrued or received outside the ordinary course of business of the Group Company: (i) between the Locked Box Date and Completion; or (ii) in respect of a period ending between the Locked Box Date and Completion.

2. Covenant

- 2.1 The Sellers severally covenant to pay to the Purchaser, by way (to the extent possible) of a reduction in each Seller's Pro Rata Consideration, an amount equal to:
- (a) any Actual Tax Liability arising to a Group Company in respect of, by reference to or in consequence of:
 - (i) an Event occurring on or before Completion; or
 - (ii) any income, profits or gains which were earned, accrued or received on or before Completion or in respect of a period ending on or before Completion;
 - (b) any Deemed Tax Liability; and
 - (c) any third party costs and expenses reasonably incurred by the Purchaser, any member of the Purchaser's Group and/or a Group Company in connection with any successful claim under this Schedule.
- 2.2 The Sellers covenant that the Shares are not taxable Canadian property.
- 2.3 The Sellers severally covenant:
- (a) at the date of this Agreement and at Completion, the Transaction is unrelated to any other transaction between the Purchaser or the Purchaser Guarantor and the Seller, the Seller Group or the Seller Affiliates; and
 - (b) not to, directly or indirectly, invest or take any ownership interest in, the Purchaser or the Purchaser Guarantor, in each case for a period of at least 24 months from the date of Completion.
3. **Exclusions**
- 3.1 A Seller shall not be liable in respect of a claim under paragraph 2 and/or for a Tax Warranty Claim to the extent that:
- (a) an allowance, provision or reserve was included in the Locked Box Accounts in respect of the matter giving rise to the relevant liability;
 - (b) the relevant liability arises in the ordinary course of a Group Company's business as a result of or in connection with an Event occurring between the Locked Box Date and the date of Completion;
 - (c) the relevant liability is within the scope of Clause 31;
 - (d) the relevant liability constitutes Leakage or Permitted Leakage;
 - (e) payment or discharge of the relevant liability has been made prior to Locked Box Accounts and such payment or discharge has been reflected in the Locked Box Accounts;
 - (f) the matter giving rise to the relevant liability has been discharged or made good without loss or cost to any member of the Purchaser's Group;
 - (g) the matter giving rise to the relevant liability would not have arisen but for any change (announced and effective) after the date of this Agreement in:
 - (i) a law, rule or regulation in respect of Tax;
 - (ii) rates of Taxation; or
 - (iii) published interpretation of the law or published administrative practice of a Taxation Authority;

- (h) the relevant liability has arisen wholly or partially from an event before or after Completion at the written request or direction of, or with the written acquiescence or consent of the Purchaser or any member of the Purchaser's Group (or any authorised agent or adviser of any of the aforementioned entities);
- (i) any Relief (other than a Purchaser's Relief) is available to the relevant Group Company to be utilised to reduce the relevant liability or reduce the income, profits or gains giving rise to the relevant liability;
- (j) the relevant liability arose as a result of a transaction, act or omission entered into, carried out or failed to be carried out by or on behalf of a Group Company, any member of the Purchaser's Group or the Purchaser after Completion, other than any such transaction, act or omission required by law;
- (k) the relevant liability would not have arisen but for a cessation of trade by, or a change in the nature or conduct of the trade of, a Group Company on or after Completion;
- (l) the relevant liability arises or is increased in connection with any failure by the Purchaser or any member of the Purchaser's Group to comply with, or a failure to procure the compliance of a Group Company with, any of their respective obligations under this Schedule or under the Agreement;
- (m) the relevant liability results from or is increased or extended by any change on or after Completion in:
 - (i) the accounting reference date of a Group Company; or
 - (ii) any change in the accounting policies or Tax reporting practices of a Group Company; and
- (n) the relevant liability would not have arisen but for:
 - (i) the making of a claim, election, surrender or disclaimer, the giving of a notice or consent, or the doing of any other thing under the provisions of any enactment or regulation relating to Tax, in each case after Completion by the Purchaser, any member of the Purchaser's Group or any Group Company;
 - (ii) the failure or omission on the part of any Group Company to make any such valid claim, election, surrender or disclaimer, or to give any such notice or consent or to do any other such thing, as a Seller may require;
- (o) the relevant liability arises in respect of income, profits or gains earned, accrued or received on or before Completion but apportioned to the period after Completion for the purposes of preparing the Locked Box Accounts;
- (p) the relevant liability arises by virtue of the average rate of Tax of any Group Company increasing as a result of becoming a member of the Purchaser's Group.

4. **Date for Payment**

4.1 Each Seller shall pay to the Purchaser amounts due, paid or assessed under this Schedule in cleared, immediately available funds:

- (a) in the case of amounts due, paid or assessed in relation to an Actual Tax Liability, within five (5) Business Days following the date on which the Purchaser gives written notice to the Sellers of the amount so payable, paid or assessed or, if later, two (2) Business Days before the date on which the relevant Tax is payable;

- (b) in the case of amounts due, paid or assessed in relation to a Deemed Tax Liability, within five (5) Business Days following the date on which the Purchaser gives written notice to the Sellers of the amount so payable, paid or assessed or, if later, two (2) Business Days before the date on which the Tax would have been due for payment; and
- (c) in all other cases in relation to an Actual Tax Liability, Deemed Tax Liability or otherwise, within five (5) Business Days following the date on which the Purchaser gives written notice to the Sellers of the amount payable, paid or assessed.

5. **Savings, Overprovisions, Seller Reliefs and Tax Refunds**

5.1 If the Purchaser or a Group Company becomes aware that:

- (a) a Tax Liability of any Group Company has given rise to a Relief or a Relief has arisen as a result of or in connection with the Event which has given rise to a Tax Liability (including where a Tax Liability has arisen because a deduction or other Relief assumed to be available in a period or part-period or periods on or prior to the Completion is in fact available only after Completion), and a Seller has made, or has a liability to make, a payment to the Purchaser in respect of such Tax Liability pursuant to a Tax Claim (a “**Saving**”);
- (b) any provision for Tax in the Locked Box Accounts has proved to be an overprovision or the amount of any Tax asset included (or which should have been included) in the Locked Box Accounts has proved to be an understatement (an “**Overprovision**”);
- (c) any Relief (other than a Purchaser’s Relief) is available or is made available to set off against or otherwise reduce or mitigate one or more Tax Liabilities of any Group Company which arose in respect of a period or an Event occurring after: (i) Completion; or (ii) the Locked Box Date in the ordinary course of business of the relevant Group Company (a “**Seller Relief**”); or
- (d) any Tax Refund has arisen,

the Purchaser shall promptly give details of such Saving, Overprovision, Seller Relief or Tax Refund by written notice to the Sellers.

5.2 A Seller may at any time instruct (at the Sellers’ reasonable cost) the relevant Group Company’s auditors to determine in writing the extent of any Saving, Overprovision, Seller Relief or Tax Refund (whether or not details have been notified to the Sellers in accordance with paragraph 5.1).

5.3 If such auditors determine that a Saving, Seller Relief, or Tax Refund has arisen, the Purchaser shall, and shall procure that the relevant Group Company and each member of the Purchaser’s Group shall (at the Sellers’ or relevant Seller’s (as applicable) reasonable cost), use all reasonable endeavours to obtain, maximise and utilise any such Saving, Seller Relief or Tax Refund.

5.4 If such auditors determine that a Saving, Overprovision, Seller Relief or Tax Refund has arisen, an amount equal to the value (as so determined in writing) of such Saving, Overprovision, Seller Relief or Tax Refund shall be pro-rated for the benefit of each Seller in proportion to each Seller’s Pro Rata Consideration and each such pro-rated amount shall:

- (a) first, be set-off against any payment then due from the relevant Seller under this Agreement; and
- (b) secondly, to the extent there is an excess, be promptly refunded to each of the Sellers in proportion to its Pro Rata Consideration.

6. **Pre-Completion Tax Affairs**

- 6.1 Subject to this paragraph 6, the Purchaser shall have the conduct of all Tax affairs of each Group Company with respect to:
- (a) any accounting period ended (or treated for Tax purposes as ended) on or before Completion; and
 - (b) the accounting period commencing prior to but ending after Completion (the “**Straddle Period**”),
- together, the “**Seller Tax Affairs**”, and in each case, including Tax affairs in relation to fiscal unity returns, Tax filings, and Tax audits.
- 6.2 The Purchaser shall:
- (a) at all times act properly and in good faith in managing and/or settling the Seller Tax Affairs;
 - (b) use its reasonable endeavours to settle the Seller Tax Affairs as soon as reasonably practicable;
 - (c) promptly keep the Sellers informed of all actual or proposed material developments known to it in relation to the Seller Tax Affairs, including its progress in seeking such settlement;
 - (d) deliver to the Sellers copies of all material correspondence and documents sent to, or received from, the relevant Tax Authority in relation to the Seller Tax Affairs;
 - (e) prepare all returns, claims, elections, surrenders, disclaimers, notices and consents and any other documents for the purposes of Tax (“**Tax Documents**”) in relation to the Seller Tax Affairs on a basis that is consistent with the past practice of the relevant Group Company in respect of the preparation of Tax Documents;
 - (f) within a reasonable period of time (and in any event not less than twenty (20) Business Days prior to the date of intended submission to the relevant Tax Authority), ensure that the Sellers are provided with copies of all draft Tax Documents, correspondence or other documents to be submitted after Completion with respect to the Seller Tax Affairs (“**Seller Tax Documents**”) for review. The Purchaser shall incorporate all reasonable comments received from a Seller on the Seller Tax Documents to the extent such comments are received at least five (5) Business Days prior to the expiry of the time limit for submission of the relevant Seller Tax Document;
 - (g) ensure that no Seller Tax Documents are submitted without the authorisation of the Sellers in accordance with paragraph 6.3; and
 - (h) to the extent occurring after Completion, ensure that the Sellers are kept promptly updated of any intended meetings or telephone meetings (including video conferences) with a relevant Tax Authority in relation to the Seller Tax Affairs, provide the Sellers with the proposed agenda for such meetings in sufficient time for the Sellers to review the agenda in advance of such meetings and allow the Sellers and/or any of their representatives to participate in any such meetings.
- 6.3 The Purchaser shall procure that the relevant Group Company shall cause each Seller Tax Document finalised under paragraph 6.2(f) to be authorised, signed and submitted to the relevant Tax Authority within applicable time limits without amendment.
- 6.4 The Purchaser shall procure that the Sellers and their duly authorised agents are afforded such access during working hours (including the taking of copies) to the books, accounts and records of each Group Company and such other assistance as they reasonably require to enable the Sellers to deal with the matters referred to in this paragraph 6.

7. **Purchaser's Covenant**

- 7.1 The Purchaser covenants to pay to each Seller (for and on behalf of each relevant Seller Person) an amount equal to any liability or increased liability to Tax of any Seller Person which arises as a consequence of or by reference to any Group Company (after Completion) or the Purchaser or any member of the Purchaser's Group (at any time) failing to pay any amount of Tax for which it is liable.
- 7.2 If a Seller Person uses a Relief so as to reduce or eliminate a liability to Tax for which the Purchaser would otherwise have been liable to make a payment pursuant to paragraph 7.1, the Purchaser shall be liable to make a payment pursuant to paragraph 7.1 as if that liability to Tax had not been so reduced or eliminated.
- 7.3 Subject as provided in this paragraph 7, the Purchaser covenants to pay to each Seller (for and on behalf of each relevant Seller Person) an amount equal to all reasonable costs and expenses incurred by each Seller Person in connection with or in consequence of any liability to Tax or increased liability to Tax in respect of which the Purchaser is liable pursuant to paragraph 7.1.
- 7.4 Paragraph 4 (*Date for Payment*) above shall apply to the covenants contained in this paragraph 7, replacing references to each Seller with references to the Purchaser (and vice versa) and making any other necessary modifications.

Schedule 11 Properties

Part A – Leased Properties

KCM Leased Properties.

Property Name	Lease
Farm OM-107	Lease - Tribal Lot 305
Farm OM-78	
Farm OL-11	Reference not yet known - KCM is in the process of sourcing lease document in KCM's name for OL-11 from the TLB.
Khoemacau Gaborone Office – BIH Science & Tech Park	Lease (BIH Property (Pty) Ltd)

DCB Leased Properties

Property Name	Lease
Portion OL-34	Lease - Tribal Lot 301
Farm OL-38	
Farm OL-39	
Farm OL-41	
Farm OL-40	
Farm OL-32	
Farm OM-112	
Farm OM-113	
Portion Farm OM-118	
Portion Farm OM-119	
Toteng Plot 294	Lease for Business Plots

Part B – Other interests

Property	Interest
Portion Farms OL-42 and OL-43	<p>Access Road wayleave within a portion of Farms OL42 and OL43 (as defined in the wayleave) for 20 years from October 2010.</p> <p>KCM to obtain formal lease document from TLB.</p>

Schedule 12

Seller Commitments

1. Parent company guarantee provided by Cupric Canyon Capital LP in respect of KCM's obligations to the Government of Botswana in relation to the Mining Licences dated 8 September 2014

Schedule 13

Licences

Schedule 12 – Licences, Consents and Authorisations

Below are the material licences, consents and authorisations held by KCM and DCB in connection with their businesses.

KCM LICENCES, CONSENTS AND AUTHORISATIONS

KCM Mineral Licences			
Type of Licence	Licence Number/ Reference Number	Issuer	Commencement Date
Mining Licence	ML2015/5L	Minister of Minerals and Energy ¹	1 February 2015
Prospecting Licence	PL 95/2019	Minister of Minerals and Energy	1 October 2022
Prospecting Licence	PL 001/2006	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 002/2006	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 003/2006	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 004/2006	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 005/2006	Minister of Minerals and Energy	1 January 2023

KCM Non-Mineral Licences			
Type of Licence	Licence Number / Reference Number	Issuer	Commencement Date / Date of Issue
Power Generation Licence	CBERA 7/2/54 (10)* <i>*Noting this is a</i>	Botswana Energy Regulatory Authority (BERA)	21 June 2020

¹ Note: now the Minister of Mineral Resources, Green Technology and Energy Security.

	<i>letter advising KCM to treat this correspondence as the licence whilst BERA finalizes the original licence</i>		
Explosives Magazine Licence	00003601A	Chief Inspector of Explosives	25 January 2023
Explosives Magazine Licence	00003602A	Chief Inspector of Explosives	25 January 2023
Licence to operate Petroleum Storage Facilities	CBERA 7/3/155 I (3)	BERA	30 June 2023
Radiation Licence	BW 0316/2023	Radiation Protection Inspectorate	22 September 2023
Radio Licence for telecommunications network (Land Mobile)	BOCRA-RCL-4636	BOCRA	1 July 2023

KCM Authorisations				
Type of Authorisation	Authorisation/ Reference Number	Issuer	Commencement Date/ Date of Issue	
Authorisation to operate clinic	MH 6/13/2/14 I	Ministry of Health (per Director of Health Services)	20 July 2023	
Authorisation in respect of KCM core operational staff shift and roster arrangements	LSS 8/3/2 VI (25)	Department of Labour and Social Security	14 January 2022	
Authorisation in respect of the use of expatriate personnel for project positions during the design, financing, construction, ownership,	Referred to as the HR Agreement	Ministry of Employment, Labour Productivity and Skills Development	7 December 2018	

development, operation and decommissioning of the mine.			
KCM Environmental Authorisations			
Type of Authorisation	Authorisation/ Reference Number	Issuer	Commencement Date/ Date of Issue
EIA for the proposed Khoemacau Copper Project	DEA / BOD / EXTR / MNE 001 IV (37)	Department of Environmental Affairs (DEA)	13 October 2014
EIA for the proposed communications tower on the Kgwebe hills in the Northwest District	DEA/1/16/5/1 I (20)	DEA	12 May 2017
EIA for the permanent access road and haul road to zone 5	DEA/1/16/5/1 I (11)	DEA	21 April 2017
EIA for the proposed Khoemacau Copper Mining Project (in respect of Zone 5 activities)	DEA 1/16/5 1 III (25)	DEA	16 May 2018
EIA for the proposed 132kV power supply to Boseto copper mine by KCM	DEA 1/16/5/1 III (28)	DEA	16 May 2018
EIA for the proposed Boseto copper mine plant upgrade by KCM	DEA 1/16/5/1 II (6)	DEA	17 November 2017
Authorisation of EIS for the proposed copper exploration activities (KCM Licences)	DEA/NG/BOD/OTHER 099(9)	DEA	30 March 2020
Authorisation for the proposed Haka Wellfield by KCM	DEA/NG/BOD/INFR/WEL 005 (9)	DEA	22 May 2020

Authorisation of EIS for the proposed Toteng Bridge Repair	DEA/NG/BOD/INFR/BRG 009 (11)	DEA	30 March 2020
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KCM Archaeological Impact Assessment Approvals			
Type of Authorisation	Authorisation/ Reference Number	Issuer	Commencement Date/ Date of Issue
AIA for the Proposed Khoemacau Copper Mine Access road to Zone 5 and Pipeline Diversion Route, North West District	NM 6/3/1 XXI (53)	Department of National Museum and Monuments	28 July 2014
AIA for the proposes Hana Mine Campsite near Kuke Village, Ghanzi District	NM 6/3/1 XI (36)	Department of National Museum and Monuments	5 August 2010
AIA for Khoemacau Copper Mining Project, Ghanzi -North West District (conditional planning consent)	NM 6/3/1/ XX (157)	Department of National Museum and Monuments	30 April 2014
AIA for the Access Road, New Bridge and Haul Road of the Khoemacau Project in the Toteng Area in the North West District of Botswana.	NM 6/3/1 XXVI (122)	Department of National Museum and Monuments	13 May 2016
AIA for a Proposed Communications Tower at the Khoemacau Copper Mining Project in the Toteng Area (conditional planning consent)	NM 6/3/1 XXII (170)	Department of National Museum and Monuments	14 September 2016

KCM Water Rights				
Certificate of Grant of Water Right Reference number	Issuer	Date Approved	Water Right Number	Borehole Number
Not provided	Water Registrar (Department of Water Affairs)	12 March 2014	B7944	Z15515
WR/B/6/1110 A (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7945	Z15516
WR/B/6/1110 B (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7946	Z15517
WR/B/6/1110 C (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7947	Z15518
WR/ B/6/1110 D (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7948	Z15519
WR/B/6/1110 E (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7949	Z15520
WR/B/6/1110 F (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7950	Z15521
WR/B/6/1110 G (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7951	Z15522

WR/B/6/1110 H (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7952	Z15523
WR/B/6/1110 II (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7953	Z15524
WR/B/6/1110 J (5)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7954	Z15664
WR/B/6/1267 I (8)	The Water Registrar (Department of Water Affairs)	2 May 2017	B9934	Z19730
WR/B/6/168 I (8)	The Water Registrar (Department of Water Affairs)	2 May 2017	B9933	Z19732
WR/B/6/1269 I (8)	The Water Registrar (Department of Water Affairs)	2 May 2017	B9935	Z19731
WR/B/6/1537A I (4)	Department of Water Affairs	14 September 2017	B10138	Z24231
WR/B/6/1537 I (4)	Department of Water Affairs	14 September 2017	B10137	Z24230
Not provided	Department of Water Affairs	6 March 2020	B11899	Z27238
WR/B/6/1787 I (4)	Department of Water Affairs	11 November 2019	B11572	Z27239

WR/B/6/1787 D I (4)	Department of Water Affairs	11 November 2019	B11575	Z28491
Not provided	Department of Water Affairs	6 March 2020	B11900	Z27241
Not provided	Department of Water Affairs	6 March 2020	B11901	Z28490
Not provided	Department of Water Affairs	6 March 2020	B11902	Z27240
WR/B/6/2111 I (3)	Department of Water Affairs	11 November 2022	B14302	Z36665

KCM Wayleave Approvals				
Name of Approval	Reference	Issuer	Date of Issue	
Wayleave for overhead power transmission line from Legothwane Substation to Boseto Mine at Toteng	SH6/3/4-	Sehithwa Sub Land Board	5 November 2018	
Wayleave for access road	TLB 6/3/9 II	Tawana Land Board	22 October 2015	

Wayleave for powerline and pipeline at Xhaamote/Haka Area by Khoemacau Copper Mining	SH6/3/6	Sehithwa Sub Land Board	10 January 2023
Transfer of wayleave from KCM to Botswana Power Corporation	SH 6/3/4	Sehithwa Sub Land Board	13 July 2021
Wayleave/ Servitude at Xhaamote and Makgalo area	SH6/3/6-	Sehithwa Sub Land Board	18 December 2019

DCB LICENCES, CONSENTS AND AUTHORISATIONS

DCB Mineral Licences			
Type of Licence	Licence Number	Issuer	Commencement Date
Mining Licence	ML2010/99L	Minister of Minerals and Energy	20 December 2010
Prospecting Licence	PL 098/2005	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 099/2005	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 100/2005	Minister of Minerals and Energy	1 January 2023
Prospecting Licence	PL 101/2005	Minister of Minerals and Energy	1 January 2023

DCB Environmental Authorisations				
Type of Authorisation	Authorisation/ Reference Number	Issuer	Commencement Date / Date of Issue	
Approval of environmental management plan for the Toteng Housing Estate – Boseto Mine	DEA/M/BOD/INFR/ OSH 006(10)	DEA	27 November 2013	
Final EIA Report for the Boseto Copper Project	DEA/BOD/EXT/MIN E/ 015 I (4)	DEA	3 June 2010	
Endorsement of the Addendum Environmental Management Plan for the Proposed Boseto Copper Mine Housing Project – Toteng	DEA/M/BOD/INFR/ OSH 006 (7)	DEA	26 August 2011	

Approval of the EIA for the Proposed Boseto Mine Landfill, Incinerator and Harzardous waste management by DCB	DEA/NG/BOD/INFR /WST 012 (8)	DEA	20 October 2014
Authorisation for the Environmental Management Plan for the Proposed Boseto Burrow Pits	DEA/NG/BOD/EXT/ BRP-047 (2)	DEA	12 December 2012
Boseto Copper Project – Capacity Upgrade from 2MTPA to 3MTPA	DEA/BOD/EXT/MIN E 015(8)	DEA	1 December 2010
Authorisation of EIS for the proposed copper exploration activities (DCB licences)	DEA/NG/BOD/OTH ER 098 (15)	DEA	30 March 2020
Authorisation of an EMP Addendum for Discovery Metals Limited ZETA NE enlargement	DEA/NG/BOD/EXT/ MNE 007 (05)	DEA	4 December 2013
Endorsement of the Addendum EMP for the proposed Boseto Copper Mine Housing Project - Toteng	DEA/M/BOD/INFR/ OSH 006(7)	DEA	26 August 2011
Approval of AEMP for the Toteng Housing Estate – Boseto Mine	DEA/M/BOD/INFR/ OSH 006 (10)	DEA	27 November 2013

DCB Archaeological Impact Assessment Approvals

Archaeological Impact Assessment of the proposed Boseto Copper mine Power line, Pipeline, Well Fields, Access Road and Staff housing.	NM 6/3/1 V (253)	Department of National Museum and Monuments	7 July 2009
Archaeological Impact Assessment for the proposed Boseto Copper Mine footprint	NM 6/3/1/IV (76)	Department of National Museum and Monuments	23 January 2009

DCB Water Rights

Certificate of Grant of Water Right Reference Number	Issuer	Date Approved	Water Right Number	Borehole Number
WR/B/6/1012 I (25)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7955	Z14166
Not provided	Department of Water Affairs	21 December 2011	B6721	Z15796
Not provided	Department of Water Affairs	21 December 2011	B6722	Z15799
WR/B/6/1012 I (27)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7957	Z15800
WR/B/6/1012 I (26)	The Water Registrar (Department of Water Affairs)	12 March 2014	B7956	Z15801
Not provided	Department of Water Affairs	21 December 2011	B6723	16045
Not provided	Department of Water Affairs	21 December 2011	B6720	Z15791
Not provided	Department of Water Affairs	21 December 2011	B6717	Kunyere River

Not provided	Department of Water Affairs	1 August 2013	B7679	Z16410
Not provided	Department of Water Affairs	1 August 2013	B7680	Z16411
Not provided	Department of Water Affairs	1 August 2013	B7681	Z16412
Not provided	Department of Water Affairs	1 August 2013	B7682	Z16413

DCB WAYLEAVE APPROVAL			
Name of Approval	Reference	Issuer	Date of Issue
Surface rights and wayleave for access road in Sehithwa area	TLB/B/10/2170 I (46)	Tawana Land Board	28 October 2010
Wayleave for Borehole Wellfield-Boseto Copper Project	TLB/B/10/2170 (80)	Tawana Land Board	9 August 2011

Schedule 14

Pre-Closing Budget

Pre-Close Budget to June 2024 Management Report

Description	Unit	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Payable Cu sold	t	4,342	4,459	4,463	4,350	4,116	4,391	4,578	4,506
Payable Ag sold	oz	132,172	135,066	128,643	117,535	111,612	113,715	119,969	116,617
Average Cu price sold (ex-hedging)	\$/lbs	3.75	3.75	4.00	4.00	4.00	4.00	4.00	4.00
Average Ag price sold	\$/oz	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
Copper Revenue	US\$m	33.4	36.0	39.4	38.4	36.3	38.7	40.4	39.7
Silver Revenue	US\$m	2.5	2.6	2.4	2.2	2.1	2.2	2.3	2.2
Selling costs	US\$m	(5.3)	(5.3)	(5.2)	(5.0)	(4.8)	(5.1)	(5.3)	(5.2)
Net revenue	US\$m	30.6	33.2	36.6	35.6	33.7	35.8	37.4	36.7
Operating costs	US\$m	(15.0)	(15.1)	(16.0)	(15.8)	(17.9)	(17.3)	(16.8)	(17.0)
Mining	US\$m	(10.3)	(10.3)	(11.1)	(10.9)	(12.6)	(12.4)	(11.9)	(12.0)
Process Plant	US\$m	(2.6)	(2.6)	(2.6)	(2.7)	(3.1)	(2.7)	(2.6)	(2.7)
Shared Services	US\$m	(0.6)	(0.6)	(0.7)	(0.6)	(0.6)	(0.6)	(0.7)	(0.6)
Centralised Services	US\$m	(1.1)	(1.2)	(1.1)	(1.1)	(1.2)	(1.2)	(1.1)	(1.2)
Allocation from Corporate	US\$m	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)
Overheads	US\$m	(0.7)	(0.7)	(1.0)	(1.0)	(1.1)	(1.0)	(0.8)	(1.0)
Total costs	US\$m	(15.7)	(15.8)	(17.0)	(16.7)	(19.0)	(18.2)	(17.7)	(18.0)
Change in inventory	US\$m	0.0	0.0	(1.2)	1.1	0.6	0.2	(0.2)	0.2
EBITDA	US\$m	15.0	17.4	18.3	19.9	15.2	17.8	19.5	19.0
Capital spend	US\$m	(8.6)	(10.3)	(12.2)	(9.7)	(6.9)	(10.3)	(9.6)	(11.2)
Exploration / Feasibility	US\$m	(0.1)	(0.1)	(0.3)	(0.4)	(0.7)	(1.2)	(0.9)	(1.2)
Significant Project Capital	US\$m	(0.2)	(1.2)	(4.0)	(2.1)	(0.5)	(1.9)	(2.1)	(2.9)
Stay in Business - ex mining	US\$m	(2.2)	(2.0)	(1.0)	(0.8)	(0.5)	(1.2)	(0.5)	(0.6)
Mining Capital	US\$m	(6.0)	(7.1)	(7.0)	(6.4)	(5.2)	(6.0)	(6.0)	(6.5)
Additional Cost Information:									
Mining Capital									
Lateral Waste Development	US\$m	5.3	5.6	6.0	5.5	4.3	5.6	5.9	5.8
Major Capex Spend (>\$1m per project)									
Significant Project Capital - Primary ventilation fans (Mining)	US\$m	-	1.0	1.0	1.9	0.4	0.4	1.6	1.9
Significant Project Capital - Backfill Plant (Mining)	US\$m	-	-	2.9	0.2	0.1	1.5	0.5	1.0
Sub-Total : Significant Project Capital		-	1.0	4.0	2.1	0.5	1.9	2.1	2.9
Mining Capital - Underground Permanent Pump Stations (Mining)	US\$m	0.1	0.6	0.6	0.1	-	0.1	0.0	0.1
Mining Capital - Underground Substations & cabling (Mining)	US\$m	0.3	0.4	-	0.4	0.1	-	-	0.4
Sub-Total : Mining Capital		0.3	1.0	0.6	0.5	0.1	0.1	0.0	0.5
Stay in Business - ex mining - Drilling and Equipping of Deep Dewatering Bore	US\$m	0.2	0.2	0.3	0.0	0.1	0.3	0.2	0.2
Stay in Business - ex mining - Kgwebe Village Accomodation (CS)	US\$m	0.3	0.3	0.2	0.2	0.2	0.1	0.1	0.2
Sub-Total : Stay in Business - ex mining		0.5	0.5	0.5	0.2	0.2	0.4	0.3	0.4
Total Major Capex Spend (>\$1m per project)	US\$m	0.8	2.5	5.0	2.8	0.8	2.4	2.5	3.8
Exploration / Feasibility									
Feasibility costs	US\$m	-	-	0.2	0.3	0.4	0.7	0.8	1.1

Schedule 15

Estimated Principal Discharge Amount

Day on which Completion occurs (inclusive)	Estimated Principal Discharge Amount (RG Overrun Facility included)	Estimated Principal Discharge Amount (RG Overrun Facility excluded)
Date of this Agreement to 28-Dec-23	US\$305,167,000	US\$270,850,000
29-Dec-23 to 28-Mar-24	US\$297,667,000	US\$263,350,000
29-Mar-24 to 27-Jun-24	US\$292,667,000	US\$258,350,000
28-Jun-24 to 29-Sep-24	US\$287,667,000	US\$253,350,000
30-Sep-24 to 30-Dec-24	US\$282,667,000	US\$248,350,000

Schedule 16

Press Releases



Media statement

Khoemacau Copper Mining to be acquired by MMG Limited

Commitments to continuing investment, growth and sustainability

Gaborone, [●] November 2023: Khoemacau Copper Mining (“Khoemacau”) announced today that the shareholders of the parent company of Khoemacau have reached an agreement to sell 100% of their interests to MMG Limited (“MMG”).

MMG is a global resources company that mines, explores and develops copper and other base metals projects on four continents, and is headquartered in Melbourne, Australia. MMG currently operates the Dugald River zinc mine and the Rosebery polymetallic mine in Australia, the Kinsevere copper mine in the DRC, the Las Bambas Mine in southern Peru, in addition to their Izok Corridor development project in northern Canada. In 2022, MMG produced 305,053 tonnes of copper and 224,551 tonnes of zinc.

MMG is listed on the Hong Kong Stock Exchange (HKEx 1208) and has an enterprise value of approximately US\$10 billion. MMG employs over 4500 people globally, of which over 90% are nationals within each respective operating jurisdiction. MMG’s 68% shareholder is China Minmetals Corporation, China’s largest metals and minerals group.

MMG has extensive operating and project delivery expertise across a range of underground and open pit mining operations in various jurisdictions, and is committed to the highest standards of safety, responsibility, and sustainability across all these operations. This is consistent with Khoemacau’s prioritisation of sustainability with its particular focus on safety, health, community and the environment. MMG applies the principles of good corporate governance as set out in the Corporate Governance Code of the Hong Kong Listing Rules, and as a member of the International Council on Mining and Metals (“ICMM”) is aligned with their sustainable mining principles.

Over the last 12 years, the current shareholders have advanced the Khoemacau project from exploration and discovery through to the development of a sustainable, long-life operation. Over this period approximately US\$1bn has been deployed on this development.

With a pre-feasibility study on the Khoemacau expansion and a solar power project now completed, the focus now turns to the feasibility study as the pathway to increased production capacity from 3.65Mtpa to 8.15Mtpa, and subsequently an increase in payable copper from c.60ktpa to c.130ktpa. This, along with extensive exploration opportunities across the license area, positions Khoemacau for an exciting new phase in its development.

Khoemacau CEO Johan Ferreira commented: “We would like to thank the current owners, who as custodians of Khoemacau over many years, successfully transformed the company from a development idea to a fully-fledged operating copper mine. Having successfully completed the ramp up of the Zone 5 / Boseto operations, the company will now be focused on the expansion study, which will seek to double production. We are excited by Khoemacau’s future with MMG, who share our vision for the expansion and have the capacity to support the significant investment needed to realise Khoemacau’s full potential, working with our team. This will ensure that

Khoemacau will continue to be a safe, successful, highly profitable mining business for many decades to come, delivering employment, community benefits and economic development in Botswana. We would also like to thank our employees, the Botswana government and other stakeholders for their support during this sale process.”

MMG Chairman Jiqing Xu commented: “The addition of Khoemacau to MMG’s international portfolio delivers on our growth strategy and vision – to build a global diversified minerals and metals company and create opportunities for all stakeholders – including our shareholders, employees and communities. Khoemacau has significant expansion potential and we look forward to working with the current team to make Khoemacau’s potential a reality”.

The sale is subject to certain conditions precedent and approvals and is expected to close in the first half of 2024.

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MMG to acquire Khoemacau Copper Mine

• xx November 2023

MMG Limited (MMG, the Company) (HK.1208) today announced that it has entered into a Share Purchase Agreement (SPA) to acquire the parent company of the Khoemacau Copper Mine in Botswana, for an effective Enterprise Value of US\$ 1,875 billion². Khoemacau is one of the highest quality new copper mines globally. The transaction aligns to MMG's strategy to build a portfolio of high-quality mines supplying the minerals most important to a decarbonised world.

Key Highlights

- Annual production of around 60 thousand tonnes of copper and 1.6 million-ounces of silver with a near term expansion to around 130 thousand tonnes of copper and 5 million ounces of silver
- Long life operation, with a mine life well in excess of 20 years and C1 costs in bottom half of the cost curve post expansion
- Dominant land holding in the highly prospective Kalahari Copperbelt, with a 4,040 km² tenement package that hosts Mineral Resources of 6.4 million tonnes contained copper and 263 million ounces contained silver³
- World-class mining and investment jurisdiction in Botswana
- Highly skilled team that has successfully developed, ramped up and operated the mine from the discovery of Zone 5 in 2012 to first production in 2021

MMG Chairman Jiqing Xu commented:

"The acquisition of Khoemacau mine is an important step in achieving our vision of creating a leading international mining company for a low carbon future and will create meaningful long-term value for our shareholders. Khoemacau is a high-quality operating mine with a strong expansion case, located in one of the most prospective mining regions in Africa, the Kalahari Copper Belt, in Botswana, and capable of supporting global supply chains. This transaction aligns with our strategy to pursue value-accretive external opportunities, while continuing to drive significant organic growth opportunities across existing operations."

Mr Xu said that the acquisition will create long-term value for shareholders and underscores the Company's confidence in copper as a commodity with a strong forward demand as the global energy transition accelerates.

"This purchase aligns with our strategy of driving significant organic growth opportunities across existing operations, while looking to value accretive external opportunities," Mr Xu said.

MMG Interim CEO Liangang Li, emphasised the Company's strong forward growth outlook and commended the mine's current owners who have advanced the mine from exploration to development and operation, thanks to the support from experienced management, skilled workforce, and tier 1 partners.

"We are excited to expand our interests in copper as we see attractive growth opportunity in this sector. We look forward to working with the talented Khoemacau team, which has done an exceptional job of building this asset from exploration to

² Calculated on a cash-free and debt-free basis as at the locked box date of 31 March 2023. Refer to the Hong Kong Stock Exchange announcement for full details. Between the locked box date and completion, MMG will pay an interest amount of between US\$148 million and US\$188 million and will also be entitled to the cash flows and economic benefits derived from the business during this time.

³ According to statements published by Khoemacau which are available at <https://www.khoemacau.com/our-portfolio/mineral-resources-and-ore-reserve-estimate>.

production, establishing a high-quality operation with a highly motivated and largely Batswana workforce, as well as a strong safety performance and good stakeholder relationships. We look forward to continuing the next chapter of this story.”

“Together with the next stage of development at Las Bambas and the completion of the Kinsevere Expansion Project, the acquisition of Khoemacau will significantly increase our copper production and build opportunities for our people, communities and shareholders.”

Completion of the transaction is expected to occur in the first half of 2024.

Media Enquiries

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About MMG

Founded in 2009, MMG’s vision is to create a leading international mining company for a low carbon future. The is headquartered in Melbourne, Australia and listed on the Hong Kong Stock Exchange (HKEX1208). MMG operates and develops copper, zinc and other base metal projects across Australia, the Democratic Republic of Congo and Peru.

About Khoemacau

Khoemacau is a copper and silver mining company located in Botswana which in June 2021 completed construction of its low cost, c.60ktpa copper and c.1.6Mozpa silver metal in concentrate at full run rate. It completed ramp up of current operations to full production in Q4 2022. Drilling of and studies on its expansion project forecast a potential increase production to over 130ktpa copper and 5Mozpa silver (average run rate at full production) to unlock the full potential of its prized position in the emerging Kalahari Copper Belt. Khoemacau’s products are sold to a global customer under an existing third-party offtake arrangement.

Schedule 17

Stock Exchange Announcement

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(Incorporated in Hong Kong with limited liability)

(STOCK CODE: 1208)

**MAJOR TRANSACTION
IN RELATION TO THE ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL OF
CUPROUS CAPITAL LTD**

THE ACQUISITION

On [20] November 2023, the Company, the Purchaser and the Sellers entered into the Agreement, pursuant to which, among other things, (a) the Sellers have conditionally agreed to sell and the Purchaser has conditionally agreed to purchase the Sale Shares in accordance with the terms of the Agreement; and (b) the Company has agreed to guarantee the obligations of the Purchaser on the terms and subject to the conditions of the Agreement. The Sale Shares, being the entire issued share capital of the Target Company, which indirectly wholly owns the Khoemacau Mine.

The Khoemacau Mine is a large, long life copper mine located in north-west Botswana, in the emerging Kalahari Copperbelt. The Khoemacau Mine's 4,040 km² tenement package hosts the 10th largest African copper Mineral Resource by total contained copper metal and is one of the largest copper sedimentary systems in the world outside of the Central African Copperbelt.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the Relevant Ratios in respect of the Acquisition are more than 25% but less than 100%, the Acquisition constitutes a major transaction for the Company under Chapter 14 of the Listing Rules, and is subject to announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

So far as the Company is aware, having made all reasonable enquiries, no Shareholder has a material interest in, and would be required to abstain from voting on the resolution to approve the Acquisition if the Company were to convene a general meeting to approve the same.

The Company has received a written Shareholders' approval in respect of the Acquisition from Minmetals HK, which holds approximately 67.55% of the total issued Shares of the Company, in accordance with Rule 14.44 of the Listing Rules. Accordingly, no general meeting will be convened by the Company to approve the Acquisition.

GENERAL

The Circular containing, among other things, (i) further details on the Acquisition and the Agreement; (ii) financial information of the Target Group; (iii) the unaudited pro forma financial information of the Enlarged Group; (iv) a Competent Person's report on the ore reserves and mineral resources of the Target Group prepared in accordance with the requirements under Chapter 18 of the Listing Rules; and (v) a valuation report on the mineral assets of the Target Group prepared in accordance with the requirements under Chapter 18 of the Listing Rules will be despatched to the Shareholders in due course. Given that additional time is required for the Company to prepare and finalise the financial information of the Target Group and the Enlarged Group, and the necessary reports required under Chapter 18 of the Listing Rules to be included in the Circular, the Company [has applied/ will apply] to the Stock Exchange for a waiver from strict compliance with Rule 14.41(a) of the Listing Rules, and the Circular is expected to be despatched to the Shareholders on or before [●] **[Note to Company: Company to confirm]**.

It should be noted that the Acquisition is subject to the fulfilment or waiver of certain Conditions (as further described in the section headed "Principal terms of the Agreement – Conditions" in this announcement), and may or may not proceed to Completion. The issue of this announcement does not in any way imply that the transactions contemplated under the Agreement will be completed. Shareholders and potential investors should exercise caution when they deal or contemplate dealing in the Shares of the Company.

INTRODUCTION

On [20] November 2023, the Company, the Purchaser and the Sellers entered into the Agreement, pursuant to which, among other things, (a) the Sellers have conditionally agreed to sell and the Purchaser has conditionally agreed to purchase the Sale Shares in accordance with the terms of the Agreement; and (b) the Company has agreed to guarantee the obligations of the Purchaser on the terms and subject to the conditions of the Agreement.

THE ACQUISITION

Principal Terms of the Agreement

Date

[20] November 2023

Parties

- (a) Cupric Canyon Capital L.P., The Ferreira Family Trust, Resource Capital Fund VII L.P., and the Missouri Local Government Employees' Retirement System (as Sellers);
- (b) MMG Africa Ventures Inc. (as Purchaser); and

(c) the Company (as Purchaser Guarantor) (collectively, the "**SPA Parties**", and each a "**SPA Party**")

To the best of the Directors' knowledge, information and belief having made all reasonable enquiries, each of the Sellers and their respective ultimate beneficial owners are third parties independent of the Company and its connected persons.

Asset to be acquired

The Sale Shares, being the entire issued share capital of the Target Company, which indirectly wholly owns the Khoemacau Mine.

Consideration

The purchase price of US\$1,875,000,000 for the Target Company (the "**Enterprise Value**") has been calculated on a cash-free and debt-free basis as at the Locked Box Date.

The Base Consideration is equal to the Enterprise Value less the net debt balance of US\$268,500,000 as at the Locked Box Date.

At Completion the Purchaser will pay the Seller (the "**Aggregate Consideration**"), which is the sum of:

- (a) the Base Consideration of US\$1,606,500,000; *plus*
- (b) the Interest Payment Amount (as calculated below); *less*
- (c) the Disclosed Seller Transaction Costs Amount (as calculated below); *less*
- (d) the amount by which the sum of the Actual Copper Derivative Amount and the Actual Settlement Amount exceeds the Copper Derivative Amount (or *plus* such amount if the sum of the Actual Copper Derivative Amount and the Actual Settlement Amount is less than the Copper Derivative Amount); *less*
- (e) the amount by which the Principal Discharge Amount exceeds the Estimated Principal Discharge Amount (or *plus* such amount if the Principal Discharge Amount is less than the Estimated Principal Discharge Amount).

In addition to this, the Purchaser will also settle at Completion certain outstanding debt balances, namely the sum of the Debt Discharge Amount, the Actual Copper Derivative Amount, the Intra-Group Borrowings and the Disclosed Seller Transaction Costs (the "**Aggregate Debt Settlement Amount**").

The Aggregate Consideration is also subject to the possible adjustments as set out in the sections below headed "Leakage".

For the avoidance of doubt, the Purchaser will pay the sum of the Aggregate Consideration and the Aggregate Debt Settlement Amount at Completion.

The Interest Payment Amount is equal to (but in all cases not less than US\$148,000,000 and not more than US\$188,000,000):

- (a) 10%; *multiplied by*
- (b) the amount that is equal to the Base Consideration *less* Disclosed Seller Transaction Costs Amount; *multiplied by*
- (c) the number of days from (and excluding) 31 March 2023 to (and including) the date of Completion; *and divided by*
- (d) 365.

Aggregate Debt Settlement Amount

The Debt Discharge Amount, which is expected to equal no more than approximately US\$330,000,000, but will depend on prevailing interest rates and the amount of time between the Locked Box Date to Completion.

The Actual Copper Derivative Amount is expected to equal approximately US\$19,100,000, with a corresponding adjustment to the Consideration payable should it exceed this amount (as described above).

The Intra-Group Borrowing is expected to equal no more than US\$400,000, which is based on the outstanding balances on the Locked Box Date.

The Disclosed Seller Transaction Costs Amount will be equal to:

- (a) the sum of the Disclosed Seller Transaction Costs (but in all cases to be expected to be approximately US\$21,700,000); *less*
- (b) the sum of the Excluded Transaction Costs (but in all cases to be expected to be approximately US\$700,000).

Basis of determining the Consideration

The Consideration was negotiated with the management of the Sellers on an arm's length basis after due diligence and financial analysis by the Company and its professional advisors on information provided by the Sellers. The Consideration was determined as part of a two-stage confidential competitive bidding process conducted by the Lead Seller whereby (a) interested purchasers were required to submit non-binding indicative bids at the end of the first stage; and (b) selected bidders negotiated the Agreement with the Sellers in the second stage until submission of final offers.

In determining the Consideration, the Company made references to, among other things, Khoemacau Mine's Mineral Resources, proposed expansion of production capacity, the mine plan and development rates, tailings management, ESG factors and an in-house valuation of the Target Company.

Given the expertise and experience of the Company's Board and the senior management in the mining sector and

the Company's historical experience in carrying out similar acquisitions, the Company, with the assistance of its advisors, carried out a valuation of the Target Company primarily based on a discounted cash flow valuation ("**DCF Valuation**") as at the Valuation Reference Date. DCF Valuation is the primary valuation methodology utilised in the mining sector for operating assets as it is able to factor in the cyclical, capital-intensive and finite nature of mining operations.

The DCF Valuation uses time series assumptions to calculate annual cash flows on an unlevered real basis, post tax, which are then discounted by the Company's real post-tax cost of capital with an adjustment for country risk that an investor may face when investing in higher-risk jurisdictions. To calculate annual cash flows, the Company has adopted a combination of operational assumptions and macro level assumptions. For details of the assumptions which the DCF Valuation was based on, please refer to the disclosure in the following paragraphs.

DCF Valuation constitutes a profit forecast under Rule 14.61 of the Listing rules. Pursuant to Rule 14.62(1) of the Listing Rules, the following are the details of the principal assumptions, including commercial assumptions, upon which the DCF Valuation of the Target Company were based:

(a) General assumptions:

- i. The Target Group Companies operate continuously as a going concern;
- ii. There is no material change to the political, economic and social environment of the state and region in which the Target Group is located;
- iii. There is no material change to the national macro-economic, industrial and regulation development policies;
- iv. There is no material change to the relevant tax base and tax rates after the Valuation Reference Date;
- v. The management of the Target Group is responsible and stable, and is capable of its undertakings after the Valuation Reference Date;
- vi. The Target Group Companies fully comply with all relevant laws and regulations; and
- vii. There is no force majeure which has material adverse effects on the Target Group.

(b) Specific assumption

- i. The Target Group shall maintain the same business scope and operation method based on the existing management method and management levels after the Valuation Reference Date.

(c) Quantitative assumptions (all numbers are quoted in real 2023 terms)

- i. An initial mine life of 27 years has been assumed ("**Initial Mine Life**"). There remains significant expansion potential beyond this based on the existing Mineral Resource base (450Mt at 1.4% Cu and 18 g/t Ag) and exploration potential of the 4,040 km² tenement package (an additional scenario with

- a further 10 years of mine life has also been considered in the valuation);
- ii. Milling throughput averages approximately 3.6 mtpa from 2024 to 2026, before expanding progressively in 2027 and 2028, before ranging from 8.1 to 8.5 mtpa from 2029 until the end of the Initial Mine Life, as part of a capital expansion project;
 - iii. Copper grade ranges from 1.6 to 1.8% from 2024 to 2026, before averaging approximately 1.8% from 2027 until the end of the Initial Mine Life;
 - iv. Copper recovery averages approximately 88% for the full mine life;
 - v. Copper equivalent production ranges from 50 to 65 ktpa from 2024 to 2026, before expanding progressively in 2027 and 2028, to reach an average of approximately 145 ktpa from 2029 until the end of the Initial Mine Life;
 - vi. C1 costs range from US\$1.75 to US\$2.40/lb from 2024 to 2028 (post by-products and pre Silver Stream), before the expansion is fully ramped up, then averages approximately US\$1.55/lb from 2029 until the end of the Initial Mine Life (post by-products and pre Silver Stream);
 - vii. Growth capital expenditure for the execution of the expansion project is predicted to be in the range of US\$700-800 million (US\$720 million has been assumed in the valuation); and
 - viii. Average annual sustaining capital expenditure of approximately US\$100 million per annum until the end of the Initial Mine Life.
- (d) Profit forecast:
- i. Average annual EBITDA of approximately US\$150 million per annum from 2024 to 2026, before increasing progressively in 2027 and 2028, to reach an average of approximately US\$600 million per annum from 2029 until the end of the Initial Mine Life.

The above quantitative assumptions and profit forecast numbers are rounded to the nearest 0.1 mtpa for milling throughput, 0.1% for copper grade, 5 ktpa for copper equivalent production, US\$0.05/lb for C1 costs, US\$10 million for capital expenditure and US\$50 million for EBITDA.

As a supplementary valuation measure, the Enterprise Value of US\$1,875 million plus US\$720 million of expansion capital has been compared to the post expansion EBITDA of approximately US\$600 million per annum, to imply an Enterprise Value/EBITDA multiple of approximately 4.3x, which is below the current average trading multiples of comparable global base metals mining peers.

Macquarie Capital, the financial advisor of the Company, has reviewed the principal assumptions upon which the profit forecast was based and is satisfied that the profit forecast has been made by the Directors after due and careful enquiry. Deloitte, the reporting accountant of the Company, has reviewed the calculations for the profit forecast. The discounted future cash flows do not involve the adoption of accounting policies. Pursuant to Rules 14.60A and 14.62 of the Listing Rules, the report from Macquarie Capital and the letter from Deloitte have been submitted to

the Stock Exchange, and are included in Appendix I and Appendix II, respectively, to this announcement.

The experts who have given their opinion and advice included in this announcement have the following qualifications:

Name	Qualifications
Macquarie Capital	A licensed corporation under the SFO to conduct type 1 (dealing in securities), type 4 (advising on securities), type 6 (advising on corporate finance) and type 7 (providing automated trading services) regulated activities (as defined in the SFO)
Deloitte	Certified Public Accountant

As at 17 November 2023, each of Macquarie Capital and Deloitte does not have any shareholding in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate person(s) to subscribe for securities in any member of the Group. **[Note: to be confirmed.]** Each of Macquarie Capital and Deloitte has given and has not withdrawn its consent to the issue of this announcement with inclusion of all references to its name and opinions in the form and context in which they appear in this announcement.

The Acquisition also provides strategic benefits to the Company such as:

- (1) the addition of a world-class producing copper mine with a long life underpinned by substantial Mineral Resources of 450Mt at 1.4% Cu and 18 g/t Ag;
- (2) establishment of the Group as one of the leading listed copper producers in the Asia Pacific region;
- (3) diversification of the Group's copper Mineral Resources and, accordingly, reduces reliance of copper production to any of the mines which are currently being operated by the Group; and
- (4) enhancement of the Group's earnings and cash flow and therefore improvement in the long-term financial performance of the Group.

The Group intends to satisfy the Consideration and any necessary funding requirements of the Target Group by a combination of the Shareholder Loan and third party financings. As at the date of signing the Agreement, the Company has secured a commitment for the Shareholder Loan as to the entire sum of the Consideration. As the Shareholder Loan is on normal commercial terms or better to the Company, and is not secured by assets of the Group, the loan constitutes a fully exempted connected transaction of the Company pursuant to Rule 14A.90 of the Listing Rules.

The Company expects that by Completion, it will secure third-party financing. The Company expects to refinance the Shareholder Loan obtained for the Acquisition with longer term third party financing at an appropriate time and subject to market conditions, such that by Completion, the Consideration will be funded by a combination of the Shareholder Loan and third party financing. The longer-term financing could involve a combination of debt financing, equity financing and/or a potential joint venture. The potential equity financing may comprise a rights issue to

existing shareholders and/or a direct placement to institutional or strategic investors.

The Company is currently exploring an opportunity to create a joint venture for the operation of the Khoemacau Mining Project. The Board wishes to emphasise that no binding agreement in relation to the Joint Venture has been entered into as at the date of this announcement. As such, the Joint Venture may or may not proceed. Shareholders of the Company and potential investors are advised to exercise caution when dealing in the shares of the Company.

If the Joint Venture materialises, it may constitute a transaction under the Listing Rules and the Company is prepared to comply with the relevant Listing Rules requirements and make further disclosure as and when the Joint Venture materialises.

Leakage

Each Seller severally covenants (the "**Leakage Covenant**") with the Purchaser that:

- (a) from (but excluding) 31 March 2023 (being the end of the reference period of the relevant locked box accounts) to (and including) the date of the Agreement, there has been no Leakage;
- (b) from the date of the Agreement to (and including) the date of Completion, there will be no Leakage; and
- (c) there has been no agreement at any time to effect any Leakage at any time after 31 March 2023,

in each case, save to the extent that such Leakage has been repaid prior to the date of Completion or the Group is otherwise kept whole in respect of such Leakage, or it is a Permitted Leakage.

If any breach of the Leakage Covenant occurs (other than in respect of the Agreed Leakage Amount):

- (a) each Seller shall be liable to pay the Purchaser on demand the amount of such Leakage attributable to that Seller's (or its Seller Group's) breach; or
- (b) if the breach is not specific to any particular Seller (or Seller Group), then the Sellers shall pay (in aggregate) to the Purchaser the amount of such Leakage (the "**Aggregate Leakage**") (provided that each Seller shall be liable to pay only their Pro Rata Portion of the Aggregate Leakage).

Conditions

Completion is conditional upon the satisfaction of all following Conditions:

- (a) for all Project Licenses, the approval of the Botswanan Minister of Minerals and Energy to the change in control of the Target Group brought about by the Acquisition having been obtained, such approval being either unconditional or on conditions that do not have a material adverse effect;
- (b) the approval of the Acquisition by the Competition and Consumer Authority of Botswana having been obtained and not withdrawn, such approval being either unconditional or on conditions that do not have a material adverse effect;

- (c) the approval of the Acquisition by the State Administration for Market Regulation of the PRC having been obtained;
- (d) the requisite majority of the relevant Shareholders as required under the Listing Rules having approved the entry into and performance of the Agreement and the transactions contemplated thereunder;
- (e) the completion of the notification filing to the National Development and Reform Commission of the PRC in respect of the Acquisition; and
- (f) there being no Order in effect that prohibits the Sellers and Purchaser from achieving Completion.

Condition (d) shall not be waived by any of the SPA Parties.

Termination

The Agreement may be terminated under the following situations:

- (a) by the Lead Seller, if any of the Conditions are not fulfilled or waived on or before the Long Stop Date (or Extended Long Stop Date), or if at any time prior to the Long Stop Date (or Extended Long Stop Date) the Lead Seller becomes aware that any Condition cannot be satisfied or fulfilled and it has given notice thereof;
- (b) by the Purchaser or the Lead Seller, if at any time on or prior to the Long Stop Date (or Extended Long Stop Date), the Lead Seller or the Purchaser concludes that there is an Order in effect that prohibits the Sellers and Purchaser from completing the Acquisition;
- (c) by the non-defaulting SPA Parties, if at the Deferred Completion Date, the Purchaser or the Sellers fail to comply with their respective Completion obligations;
- (d) by the Lead Seller, if there is any change, event or circumstance which results, or in the reasonable opinion of the Lead Seller is likely to result, in certain anti-money laundering or sanctions related warranties given by the Purchaser or the Company to not be true and accurate in all material respects and not misleading at any time prior to Completion;
- (e) by the Purchaser, if there is any change, event or circumstance which results, or in the reasonable opinion of the Purchaser is likely to result, in certain fundamental warranties or anti-money laundering or sanctions related warranties given by the Sellers to not be true and accurate in all material respects and not misleading at any time prior to Completion, and such breach is not remedied to the satisfaction of the Purchaser; and
- (f) by the Purchaser, if (i) a Material Adverse Change occurs before the Cure Date, and the Material Adverse Change is capable, but has not been, cured on or before the Cure Date; or (ii) a Material Adverse Change occurs before the Cure Date and the Material Adverse Change is incapable of being cured on or before the Cure Date; or (iii) a Material Adverse Change occurs after the Cure Date.

SPA Break Fee

If the Agreement is terminated by the Lead Seller solely due to the failure to fulfil any of the Conditions (c), (d) or (e) in the sub-section headed "Conditions" above, the Purchaser shall pay the Pro Rata Portion of the SPA Break Fee, being 5% of the Base Consideration, to each Seller within thirty (30) Business Days.

Completion

Subject to satisfaction of the Conditions, Completion shall take place on the fifteenth (15th) Business Day after (and excluding) the day on which the last of the Conditions has been satisfied (or waived) in accordance with the Agreement.

Upon Completion, the Purchaser will acquire the entire issued share capital of the Target Company, and accordingly, the financial results of the Target Group will be consolidated into the accounts of the Company and the Target Company will become an indirect wholly-owned subsidiary of the Company.

Purchaser Guarantee

The Company has irrevocably and unconditionally guaranteed to the Sellers the punctual performance by the Purchaser of all its obligations under the Agreement (and other ancillary documents entered pursuant to the Agreement).

W&I Insurance

As at the date of the Agreement, the Purchaser has entered into a buy-side warranty and indemnity insurance policy issued by the W&I Insurer.

REASONS FOR AND BENEFITS OF THE ACQUISITION

The Acquisition is consistent with the Group's growth strategy and positive long-term view of copper. The Acquisition represents a unique and valuable opportunity for the Group to acquire a world-class and high-quality copper asset that has been de-risked and is immediately earnings accretive. The Khoemacau mine is a rare, high-grade copper producing asset with a planned expansion that will leverage existing skills and infrastructure at a low capital intensity and in the bottom half of the global cost curve. This will be a cornerstone asset for the Group with a mine life in excess of 20 years. The 4,040 km² of land holding across the highly prospective, emerging Kalahari Copper Belt provides significant upside potential. The Acquisition is expected to significantly increase the Group's business scale and bring increased exposure to copper with greater geographical diversification of earnings.

The Directors believe that the terms of the Agreement are fair and reasonable and in the interests of the Shareholders as a whole.

IMPLICATIONS UNDER THE LISTING RULES

As one or more of the Relevant Ratios in respect of the Acquisition are more than 25% but less than 100%, the

Acquisition constitutes a major transaction for the Company under Chapter 14 of the Listing Rules, and is subject to announcement, circular and shareholders' approval requirements under Chapter 14 of the Listing Rules.

INFORMATION OF THE GROUP

Formed in 2009, the Company operates and develops copper, zinc and other base metals projects across Australia, the Democratic Republic of Congo and Peru, including:

- Las Bambas (62.5% owned by the Group), Peru, one of the largest copper mines in the world with an annual nameplate throughput capacity of 52.7 million tonnes and annual production of around 300,000 tonnes of copper in concentrate. MMG completed the development of the Las Bambas project after acquiring its interest from Glencore and has operated the mine since 2016.
- Kinsevere (100% owned by the Group), Democratic Republic of Congo, has been operated by MMG since 2012 following the acquisition of Anvil Mining Limited. The asset has historically produced 40-50kt copper cathode per annum. MMG has committed US\$500-600 million to an expansion at Kinsevere, which will extend the mine life by 13 years. At full capacity, the expansion project is expected to increase total annual production to 80kt copper cathode and 4-6kt cobalt in cobalt hydroxide.
- Rosebery (100% owned by the Group), Australia, an underground polymetallic mine producing zinc, copper and lead concentrates, as well as gold doré. Rosebery has been owned and operated by MMG since the company's formation in 2009, following the acquisition of Rosebery and a number of other assets from OZ Minerals Limited.
- Dugald River (100% owned by the Group), Australia, one of the world's top 10 zinc operations producing 170-180kt of zinc in concentrate annually, with lead and silver by-products. MMG successfully developed the Dugald River underground mine and commissioned the operation ahead of schedule and under budget, with the first production of finished zinc concentrate leaving Dugald River in November 2017.

INFORMATION OF THE SELLERS

The Lead Seller

The Lead Seller, Cupric Canyon Capital L.P. is a limited partnership registered in the Cayman Islands and its indirect shareholding in KCM is its only material asset. The general partner of the Lead Seller is Cupric Canyon Capital GP Ltd. and it is managed by its board.

The limited partners of the Lead Seller comprise of the founding executive members of Cupric Canyon Capital L.P. and the funds advised by GNRI. GNRI is focused on the global natural resources sector and has committed more than US\$3 billion of equity since 2006. GNRI's investors comprise of sovereign wealth funds, financial institutions, state pension funds and certain high net worth individuals and family offices.

The Ferreira Family Trust

The Ferreira Family Trust is a family trust, of which Johan Ferreira (the CEO of the Target Company) is a beneficiary. The trustee of the Ferreira Family Trust is Clermont Corporate Services Limited.

Resource Capital Fund VII L.P.

Resource Capital Fund VII L.P. is an exempted limited partnership registered in the Cayman Islands and is managed by RCF Management L.L.C., a Denver, Colorado-based mining-focused alternative investments manager that has raised over US\$5 billion for investment and has invested in over 220 investments since its inception 25 years ago.

The limited partners of Resource Capital Fund VII L.P. include charitable institutions, state pensions, university endowments, family offices and high net worth individuals.

Missouri Local Government Employees' Retirement System

The Missouri Local Government Employees' Retirement System (LAGERS) is a body corporate created and governed by the State of Missouri to provide retirement, survivors and disability benefits to the state's local government employees.

INFORMATION OF THE TARGET GROUP

The Target Company

The Target Company is a company incorporated under the laws of British Columbia, Canada and is an investment holding company. It is the indirect sole shareholder of the Project Company which is the operator of the Khoemacau Mine. As at the date of this announcement, the Target Company is wholly-owned by the Sellers.

The Khoemacau Mine

The Khoemacau Mine is a large, long life copper mine located in north-west Botswana, in the emerging Kalahari Copperbelt. The Khoemacau Mine's 4,040 km² tenement package hosts the 10th largest African copper Mineral Resource by total contained copper metal and is one of the largest copper sedimentary systems in the world outside of the Central African Copperbelt. The project has successfully ramped up to nameplate throughput and is operating at a notional production rate of 50ktpa Cu in concentrate, with a work plan underway to expand to 130ktpa Cu in concentrate by 2028/2029. Mining method is underground longhole stoping, with processing method being conventional sulphide flotation. Resource drilling results across the tenement package have shown the existing Resources to have continuity at depth, and the Khoemacau Mine also has several exploration targets that have the potential to either extend life or increase productivity.

The Khoemacau Mine has ramped up production from the Zone 5 mine, and further expansion in the next 5 years will be supported by the deposits at the Zone 5 Group. The estimated mine life is a minimum of 20 years, with potential to grow beyond 30 years with the addition of other deposits outside of these, in the tenement package.

Information on ore reserves and mineral resources

According to the statements by the Target Group (which are available at <https://www.khoemacau.com/our-portfolio/mineral-resources-and-ore-reserve-estimate>), the consolidated ore reserves and mineral resources of the Khoemacau Mine are presented in the following tables. Based on the technical due diligence carried out by the Company to assess the level of ore reserves and mineral resources of the Khoemacau Mine prior to the Acquisition, the Company is not aware of any information that causes it to significantly question the reliability or accuracy of the information presented by the Target Group.

Ore Reserves table

	Proved Ore Reserves	Probable Ore Reserves	Total Ore Reserves
Mt	8.7	23	31
Copper (%)	2.2	1.9	2.0
Silver (g/t)	21	19	20

Mineral Resources table

	Measured Mineral Resources	Indicated Mineral Resources	Measured and Indicated Resources	Inferred Mineral Resources
Mt	19	80	99	351
Copper (%)	1.9	1.9	1.9	1.3
Silver (g/t)	18	27	26	16

The Ore Reserves statement has been prepared as of 31 December 2022. The Mineral Resources statement is composed of the following 3 groups:

Mineral Resources of the Zone 5 Group prepared between 2020 to 2022, based on a cut-off of either \$65 per tonne Net Smelter Return or 1.0% Cu

	Measured Mineral Resources	Indicated Mineral Resources	Measured and Indicated Resources	Inferred Mineral Resources
Mt	14	52	66	101
Copper (%)	2.1	2.1	2.1	1.9
Silver (g/t)	20	28	26	26

Mineral Resources of the Banana Zone Group (North East Fold, New Discovery, South Limb, Chalcocite Zone and others) prepared between 2014 to 2022, based on a variable cut-off of 0.5 to 1.0% Cu

	Measured Mineral Resources	Indicated Mineral Resources	Measured and Indicated Resources	Inferred Mineral Resources
Mt	-	9.5	9.5	148
Copper (%)	-	2.3	2.3	0.8
Silver (g/t)	-	38	38	9.4

Mineral Resources of the Boseto Group (Plutus, Zeta Underground, Ophion, Selene) prepared in 2014, based on a 0.5% Cu cut-off

	Measured Mineral Resources	Indicated Mineral Resources	Measured and Indicated Resources	Inferred Mineral Resources
Mt	5	19	24	102
Copper (%)	1.3	1.4	1.4	1.3
Silver (g/t)	12	20	18	17

The Circular will include, among other things, a Competent Person's report on the Ore Reserves and Mineral Resources of the Target Group prepared by a Competent Person qualified under Chapter 18 of the Listing Rules to be engaged by the Company. Such report will be prepared in accordance with the requirements of Chapter 18 of the Listing Rules. Shareholders and potential investors should note that the estimate of the Ore Reserves and Mineral Resources of the Target Group as set out in such report may differ from those referred to above, and should therefore exercise caution in relying on the Ore Reserves and Mineral Resources of the Target Group referred to above.

Mining concessions

The Project Company is the registered holder of the Mining License ML2015_5L over Zone 5 with an expiry date of 8 March 2035, as well as Mining License ML2010_99L for the Boseto processing operation with an expiry date of 19 December 2025. The Project Company is also the registered holder of 10 Prospecting Licenses covering its 4,040 km² land package, with an expiry date of 31 December 2024. Generally, Prospecting Licenses have grounds for renewal on the basis of an agreed work plan that outlines planned exploration expenditure.

Financial Information of the Target Group

Based on the Target Company's audited financial statements for the year ended 31 December 2021 prepared in accordance with International Financial Reporting Standards and restated as of 31 December 2022, the net loss before and after income tax and extraordinary items of the Target Company for the year ended 31 December 2021 was US\$51,426,065 and US\$51,873,397, respectively.

Based on the Target Company's audited financial statements as of and for the year ended 31 December 2022 prepared in accordance with International Financial Reporting Standards, the net profit before and after income tax and extraordinary items of the Target Company for the year ended 31 December 2022 was US\$21,027,629 and US\$18,898,053, respectively.

As at 31 December 2022, the Target Company had a Net Asset Value of US\$888,346,603.

WRITTEN SHAREHOLDERS' APPROVAL

So far as the Company is aware, having made all reasonable enquiries, no Shareholder has a material interest in, and would be required to abstain from voting on the resolution to approve the Acquisition if the Company were to convene a general meeting to approve the same.

The Company has received a written Shareholders' approval in respect of the Acquisition from Minmetals HK, which

holds approximately 67.55% of the total issued Shares of the Company, in accordance with Rule 14.44 of the Listing Rules. Accordingly, no general meeting will be convened by the Company to approve the Acquisition.

DESPATCH OF CIRCULAR

The Circular containing, among other things, (i) further details on the Acquisition and the Agreement; (ii) financial information of the Target Group; (iii) the unaudited pro forma financial information of the Enlarged Group; (iv) a Competent Person's report on the ore reserves and mineral resources of the Target Group prepared in accordance with the requirements under Chapter 18 of the Listing Rules; and (v) a valuation report on the mineral assets of the Target Group prepared in accordance with the requirements under Chapter 18 of the Listing Rules will be despatched to the Shareholders in due course. Given that additional time is required for the Company to prepare and finalise the financial information of the Target Group and the Enlarged Group, and the necessary reports required under Chapter 18 of the Listing Rules to be included in the Circular, the Company [has applied/ will apply] to the Stock Exchange for a waiver from strict compliance with Rule 14.41(a) of the Listing Rules, and the Circular is expected to be despatched to the Shareholders on or before [●] **[Note to Company: Company to confirm]**.

It should be noted that the Acquisition is subject to the fulfilment or waiver of certain Conditions (as further described in the section headed "Principal terms of the Agreement – Conditions" in this announcement), and may or may not proceed to Completion. The issue of this announcement does not in any way imply that the transactions contemplated under the Agreement will be completed. Shareholders and potential investors should exercise caution when they deal or contemplate dealing in the Shares of the Company.

DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Actual Copper Derivative Amount"	the amount specified by the Lead Seller in the Completion Payments Schedule required to discharge the fees associated for the repayment of the Settlement Amount in accordance with the RK Facility Agreement;
"Actual Settlement Amount"	the repayment of the RK Facility Agreement paid prior to Completion on or in respect to 4 October 2023 and 3 October 2024 (if applicable);
"Acquisition"	the proposed acquisition of the Sale Shares by the Purchaser from the Sellers under the Agreement;
"Ag"	silver;
"Agreement"	the share purchase agreement dated [20] November 2023 and entered into between the Sellers, the Purchaser and the Company in relation to the Acquisition;
"Agreed Leakage Amount"	if there is any breach of the Leakage Covenant comes to the attention of the Purchaser on or prior to Completion, then subject to the Lead Seller agreeing in writing (i) that Leakage has occurred, and (ii) the amount to be paid by each Seller in respect of such Leakage, such amount shall be deducted from the Consideration to be paid to the Sellers in the same principle as set out in the section headed "The Acquisition – Principal Terms of the Agreement – Leakage" in this announcement;
"Aggregate Consideration"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Consideration" in this announcement;
"Aggregate Debt Settlement Amount"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Consideration" in this announcement;
"Aggregate Leakage"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Leakage" in this announcement;
"Base Consideration"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Consideration" in this announcement;
"Board"	the board of Directors;
"Business Day(s)"	a day (other than a Saturday or Sunday or a public holiday) when commercial banks are open for ordinary banking business in Canada, the Republic of Botswana, Melbourne (Australia), Hong Kong, PRC and the United Kingdom;

"Circular"	the circular to be issued to the Shareholders by the Company in accordance with the Listing Rules in respect of, among other things, the Acquisition;
"CMC"	中國五礦集團公司 (China Minmetals Corporation), a state-owned enterprise incorporated under the laws of the PRC and the ultimate controlling shareholder of the Company;
"Company"	MMG Limited, a company incorporated in Hong Kong, the shares of which are listed and traded on the Main Board of the Stock Exchange;
"Competent Person"	has the meaning ascribed thereto under the Listing Rules;
"Completion"	completion of the sale and purchase of the Sale Shares under the Agreement;
"Completion Date"	the date that is fifteen (15) Business Days after (and excluding) the day on which the last of the Conditions has been satisfied (or waived) in accordance with the Agreement, unless otherwise agreed in writing by the SPA Parties;
"Completion Payments Schedule"	the schedule to be provided by the Lead Seller to the Purchaser setting out, among other things, the Base Consideration, the Interest Payment Amount, the amount and allocation of the Consideration payable to each of the Sellers in accordance with their Pro Rata Portion, the Disclosed Seller Transaction Costs, and the Disclosed Seller Transaction Costs Amount;
"Conditions"	The conditions precedent of the Agreement as described in the section headed "The Acquisition – Principal terms of the Agreement – Conditions" in this announcement;
"connected person"	has the meaning ascribed thereto under the Listing Rules;
"Consideration"	the consideration payable by the Purchaser to the Sellers under the Agreement as described in the section headed "The Acquisition – Principal terms of the Agreement – Consideration" in this announcement;
"Copper Derivative Amount"	USD 19,100,000 (nineteen million one hundred thousand US dollars);
"Cu"	copper;
"Cure Date"	15 Business Days before the Completion Date or the Deferred Completion Date (as applicable);
"DCF Valuation"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Basis of determining the Consideration" in this announcement;
"Debt Discharge Amount"	the amount specified by the Lead Seller in the Completion Payments Schedule required to discharge all amounts owed by a Target Group Company under the Existing Facilities, on Completion, but excluding the Actual Settlement Amount and the Actual Copper Derivative

	Amount;
"Deferred Completion Date"	in case of any default of the completion obligations of the Sellers and the Purchaser, the date of Completion as deferred by the SPA Parties in accordance with the Agreement;
"Deloitte"	Deloitte Touche Tohmatsu;
"Director(s)"	the director(s) of the Company;
"Disclosed Seller Transaction Costs"	the Seller Transaction Costs set out in the Completion Payments Schedule, being those Seller Transaction Costs where the precise and final quantum is known by the Lead Seller on the date the Completion Payments Schedule is provided;
"Disclosed Seller Transaction Costs Amount"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Consideration" in this announcement;
"EBITDA"	earnings before interest, taxes, depreciation, and amortization;
"Enlarged Group"	the Group and the Target Group;
"Enterprise Value"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Consideration" in this announcement;
"ESG"	environmental, social and governance;
"Estimated Principal Discharge Amount"	the amount as set out in Schedule 15 of the Agreement that corresponds with the Completion Date;
"Excluded Transaction Costs"	any professional fees, expenses or other costs including, in each case, any irrevocable VAT paid, payable, required to be accounted for or agreed to be paid or incurred, or owing by, any member of the Group since 31 March 2023 in relation to the legal and tax vendor due diligence prepared in connection with the Acquisition;
"Existing Facilities"	the RK Facility Agreement, the RG Overrun Facility and the finance and security documents contemplated by, or entered into in connection with, the RK Facility Agreement and/or the RG Overrun Facility;
"Extended Long Stop Date"	the new Long Stop Date as extended by up to three (3) months on the sole discretion of the Lead Seller by written notice to the Purchaser;
"GNRI"	Global Natural Resource Investments;
"Government Entities"	any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry (including any Government

Official of a ministry), central bank, court, tribunal, arbitral body, commission, board, bureau or agency (whether domestic or foreign) and any subdivision thereof;

"Government Official"	means (i) any official, employee, agent, advisor or consultant of a government or any federal, regional or local department, agency, state-owned enterprise or corporation or any other instrumentality thereof; (ii) any official or employee or agent of a public international organisation; or (iii) any official or employee or agent of a political party or candidate for political office;
"Group"	the Company and its subsidiaries from time to time;
"g/t"	grams per tonne;
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong;
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China;
"Initial Mine Life"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Basis of determining the Consideration" in this announcement;
"Interest Payment Amount"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Consideration" in this announcement;
"Intra-Group Borrowing"	the aggregate of all intra-group indebtedness owed by the member of the Target Group to a Seller as at the Completion Date or the Deferred Completion Date;
"Joint Venture"	the potential joint venture to be set up to operate the Khoemacau Mine;
"JORC Code"	the 2012 edition of the Australasian Code for Reporting on mineral resources and ore reserves, as prepared and published from time to time by the Joint Ore Reserves Committee of the Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and Minerals Council of Australia;
"KCM"	Khoemacau Copper Mining Proprietary Limited, a company incorporated in Botswana;
"Khoemacau Mine"	the copper mines, processing facilities and associated infrastructure at the Khoemacau copper project located within the Kalahari Copper Belt in north-west Botswana;
"kt"	kilotonne;
"ktpa"	kilotonne per annum;

"Las Bambas Project"	the development, construction and operation of copper mines, processing facilities and associated infrastructure at the Las Bambas copper project located in the Apurimac region in Peru, together with all activities and infrastructure associated with the transportation and export of such mines' products;
"Lead Seller"	Cupric Canyon Capital L.P.;
"Leakage"	<p>during the period from (but excluding) 31 March 2023 to (and including) the date of Completion:</p> <p>(a) (i) dividend or distribution (or payment in lieu) declared or paid; (ii) reduction of shares or capital; (iii) repayment of loan (principal or interest); (iv) consultant, advisory, management, monitoring, service, shareholder or other similar fees, charges or compensation; (v) waiver or forgiveness owed to Target Group Companies or release of any obligation; (vi) disposal of assets or rights and incur of liability; and (vii) other related payment (including any irrecoverable tax) in connection with the above, carried out or agreed by the Target Group to the Seller; and</p> <p>(b) Seller Transaction Costs and bonuses, incentives or commission for employees of the Target Group Companies (including any irrecoverable related tax) in connection with the Acquisition other than in the ordinary course their employment, paid or agreed to be paid by the Target Group.</p> <p>excluding the Permitted Leakage;</p>
"Leakage Covenant"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Leakage" in this announcement;
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange;
"Locked Box Date"	31 March 2023;
"Long Stop Date"	the date that is 9 months after (and excluding) the date of the Agreement or such other date as the SPA Parties may agree in writing;
"Macquarie Capital"	Macquarie Capital Limited;
"Material Adverse Change"	Subject to certain exceptions set out in the Agreement, any single or combination of events occurring between the date of the Agreement and the date of Completion which would (or reasonably be expected to) have the effect of reducing the ore, extracted from the Zone 5 deposit, processed at the Boseto processing facilities in the 6 month period following Completion by 66% or more, as against the planned level of ore, extracted from the Zone 5 deposit, processed at the Boseto processing facilities;

"Mineral Resource(s)"	as defined under the JORC Code, the concentration or occurrence of material of intrinsic economic interest in or on the Earth's crust in such form, quality and quantity that there are reasonable prospects for eventual economic extraction;
"Minmetals HK"	China Minmetals H.K. (Holdings) Limited (中國五礦香港控股有限公司), a company incorporated under the laws of Hong Kong, holding directly approximately 67.55% of the Company as at the date of this announcement;
"Mt"	million tonnes;
"mtpa"	million tonnes per annum;
"Net Asset Value"	the assets less liabilities of the Target Company;
"Order"	any writ, judgement, injunction, decree, determination, award, requirement, sanction, penalty, notice or order of any Governmental Entity (whether preliminary or final) other than Botswanan Minister of Minerals and Energy, Competition and Consumer Authority of Botswana, State Administration for Market Regulation of the PRC, the Stock Exchange and National Development and Reform Commission of the PRC;
"Permitted Leakage"	payments made accrued to or to be made by the Target Group from (but excluding) the Locked Box Date to (and including) the date of Completion that have been agreed by the parties as necessary for the completion of the Acquisition or the ongoing operation of the Target Group;
"PRC" or "China"	the People's Republic of China (which for the purpose of this announcement excludes Hong Kong, Taiwan and the Macau Special Administrative Region of the PRC, unless the context otherwise requires);
"Principal Discharge Amount"	the amount specified by the Lead Seller in the Completion Payments Schedule required to discharge the principal owed by companies in the Target Group under the Existing Facilities, between 30 September 2023 and the Completion Date or Deferred Completion Date, as applicable, but excluding the Actual Settlement Amount and the Actual Copper Derivative Amount;
"Project Company"	Khoemacau Copper Mining Proprietary Limited, a company incorporated in Botswana;
"Project License(s)"	Mining Licences ML2015/05L and ML2010/99L, issued by the Minister of Mineral Resources, Green Technology and Energy Security of Botswana in favour of KCM and Discovery Copper Botswana (Pty) Limited pursuant to the Mines and Minerals Act [Cap 66:01], and Prospecting Licences;
"Prospecting Licenses"	Prospecting Licence numbers PL 95/2019, PL001/2006, PL002/2006, PL003/2006, PL004/2006, PL005/2006, PL098/2005, PL099/2005, PL100/2005, PL101/2005, in each case issued by the Minister of Mineral Resources, Green Technology and Energy

	Security in favour of KCM and Discovery Copper Botswana (Pty) Limited pursuant to the Mines and Minerals Act [Cap 66:01];
"Pro Rata Portion"	87.89% to the Lead Seller, 0.21% to The Ferreira Family Trust, 11.05% to Resource Capital Fund VII L.P. and 0.85% to Missouri Local Government Employees' Retirement System;
"Purchaser"	MMG Africa Ventures Inc., a company incorporated in British Columbia, Canada, which is an indirect wholly-owned subsidiary of the Company;
"Relevant Ratios"	any of the five ratios set out in Rule 14.07 of the Listing Rules;
"RG Overrun Facility"	the unsecured, subordinated cost overrun facility entered into by and between RGLD Gold AG and KCM dated 24 February 2019 as amended by an amendment letter dated 28 July 2023 which includes the notes issued under the facility for a sum of US\$18,000,000 on 7 April 2021 and for a sum of US\$7,000,000 on 6 July 2021;
"RK Facility Agreement"	the senior facility agreement entered into by and between, among others, RK Mine Finance Cayman 1 Limited and KCM dated 24 February 2019, as amended and restated on 8 July 2019 and further amended on 26 March 2021, 26 November 2021, 9 March 2022 and 13 December 2022;
"Sale Shares"	all the issued shares in the capital of the Target Company;
"Sellers"	Cupric Canyon Capital L.P., The Ferreira Family Trust, Resource Capital Fund VII L.P., and the Missouri Local Government Employees' Retirement System;
"Seller Group"	each Seller, its subsidiary undertakings and parent undertakings and any subsidiary undertaking of any such parent undertaking from time to time, excluding the Target Group;
"Seller Transaction Costs"	any professional fees, expenses or other costs including, in each case, any irrecoverable VAT paid, payable, required to be accounted for or agreed to be paid or incurred or owing by any member of the Group since 31 March 2023, in each case in connection with the Acquisition;
"SFO"	Securities and Futures Ordinance (Cap. 571);
"Shareholder(s)"	holder(s) of the Shares;
"Shareholder Loan"	the loan to be advanced by Top Create Resources Limited, a subsidiary of CMC, to the Group to fund the Acquisition;
"Shares"	the fully paid shares of the Company;

"Silver Stream"	the silver stream of the Khoemaçau Mine currently in favour of Royal Gold Inc. which covers 100% of the payable silver produced until the delivery of 40.0 million silver ounces, and 50% thereafter. Royal Gold Inc. currently pays a cash price equal to 20% of spot silver price for each ounce delivered. The stream covers Zone 5 and Mango North-East deposits, with remaining deposits unencumbered;
"SPA Break Fee"	the fee payable by the Purchaser to the Sellers under the Agreement in the event the Agreement is terminated, being 5% of the Base Consideration, as described in the section headed "Acquisition – Principal terms of the Agreement – SPA Break Fee" in this announcement;
"SPA Party(ies)"	has the meaning ascribed thereto in the section headed "The Acquisition – Principal Terms of the Agreement – Parties" in this announcement;
"Stock Exchange"	The Stock Exchange of Hong Kong Limited;
"Target Company"	Cuprous Capital Ltd, a company incorporated in British Columbia, Canada;
"Target Group"	the Target Company and its subsidiaries, and the expression " Target Group Company " shall be construed accordingly;
"US\$"	United States dollars, the lawful currency of the United States of America;
"Valuation Reference Date"	31 March 2023;
"VAT"	any taxation and statutory and governmental duties, levies, withholdings and deductions levied by reference to added value, any sales or turnover tax and any tax of a similar nature;
"W&I Insurer"	Liberty Global Transaction Solutions;
"Zone 5 Group"	Zone 5 North, Zeta North-East, and Mango; and
"%"	per cent.

For the purposes of illustration only, in this announcement, unless otherwise specified, conversions of US\$ into HK\$ are based on the approximate exchange rate of US\$1 to HK\$7.8. No representation is made that any amount into HK\$ and US\$ could have been or could be converted at the above rate or at any other rate.

By order of the Board
MMG Limited
Li Liangang
Interim CEO and Executive

Director

Hong Kong, [21] November 2023

As at the date of this announcement, the Board comprises six directors, one of which is an executive director, namely Mr Li Liangang; two are non-executive directors, namely Mr Xu Jiqing (Chairman), Mr Zhang Shuqiang; and three are independent non-executive directors, namely Dr Peter William Cassidy, Mr Leung Cheuk Yan and Mr Chan Ka Keung, Peter.

Appendix I – Letter from Deloitte

[●] ***[To be inserted.]***

Appendix II – Report from Macquarie Capital **[To be confirmed.]**

[●] November 2023

The Board of Directors
MMG Limited
Unit 1208, 12/F,
China Minmetals Tower,
79 Chatham Road South,
Tsimshatsui, Kowloon,
Hong Kong



(l)

Dear Directors,

- We refer to the announcement of MMG Limited (the “**Company**”) dated [X] November 2023 (the “**Announcement**”), in relation to the Company’s proposed transaction which involves the acquisition of the entire issued share capital of Cuprous Capital Ltd (the “**Target**”). As detailed in the Announcement, the Company has prepared a Discounted Cash Flow Valuation (the “**DCF Valuation**”), which takes into account the cash flow projection of the business related to the Target. As such, the DCF Valuation is regarded as a profit forecast (“**Forecast**”) under Rule 14.61 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”). Unless otherwise defined or if the context otherwise requires, all terms used in this letter shall have the same meaning as defined in the Announcement.
- We have reviewed the Forecast upon which the DCF Valuation is based and have made enquiries with Directors and the management of the Company regarding the bases and assumptions upon which the Forecast has been prepared. We have also considered the letter from Deloitte Touche Tohmatsu dated [X] November 2023 addressed to you regarding the calculations upon which the Forecast have been made in connection with the DCF Valuation and in accordance with the assumptions. As the Forecast has been prepared with reference to current market conditions and using a set of assumptions about future events which may or may not occur, the actual financial performance of the businesses of the Target may or may not achieve the Forecasts and the variation may be material.

On the basis of the foregoing and without giving any opinion on the reasonableness of the valuation method(s), bases and assumptions adopted by the Company, we are satisfied that the Forecast underlying the DCF Valuation, for which you as the Directors are solely responsible, have been made by you after due and careful enquiry. The work undertaken by us in giving the above opinion has been undertaken for the purpose of reporting solely to you under Rule 14.62(3) of the Listing Rules and this letter may only be used by you for such purpose and for no other purpose. This letter may not be relied upon by any other person.

- We accept no responsibility or liability whatsoever to any other person in respect of, arising out of or in connection with our work or for any loss howsoever arising from or in reliance upon this letter.

Yours faithfully,
For and on behalf of
Macquarie Capital Limited

(o) (p)

(r) (u)

(s)

(t)

[Wendy Zhai
Division Director]

(w)

(z)

(x)

(aa)

[Alex Lam
Associate Director]

SIGNED for and on behalf of **CUPRIC
CANYON CAPITAL GP LIMITED**
acting in its capacity as general partner
of **CUPRIC CANYON CAPITAL LP**


A handwritten signature in black ink, appearing to read "Richard Jennings", is written over a horizontal dotted line.

Director

Richard Jennings

Name of Director

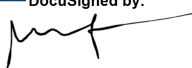
SIGNED for and on behalf of
CLERMONT CORPORATE
SERVICES LIMITED in its capacity
as trustee for the **FERREIRA**
FAMILY TRUST

DocuSigned by:

A519E1A5105741F.....

Authorised Signatory

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Name of Authorised Signatory

DocuSigned by:

ED68917B71414C5.....

Authorised Signatory

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Name of Authorised Signatory

Signed for and on behalf of **RCFM GP LLC** in its capacity as general partner of **RESOURCE CAPITAL ASSOCIATES VII LP** in its capacity as general partner of **RESOURCE CAPITAL FUND VII L.P.**

DocuSigned by:
Mason Hills
.....3A0EAF9ED2494DB.....

Authorised Signatory

.....

Name of Authorised Signatory

**Signed for and on behalf of
MISSOURI LOCAL
GOVERNMENT EMPLOYEES'
RETIREMENT SYSTEM**

DocuSigned by:
Brian Collett
.....779676B5AED2422.....

Authorised Signatory

.....

Name of Authorised Signatory

Signed by MMG Africa Ventures Inc.
by its attorney

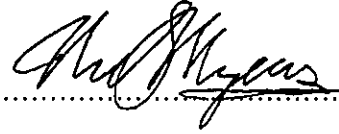
Brent Walsh
.....

Attorney signature

BRENT WALSH
.....

Name of Attorney

Signed for and on behalf MMG
Limited a company incorporated in
Hong Kong, acting by

A handwritten signature in black ink, appearing to read 'Nicholas Myers', is written over a horizontal dotted line.

Signature of authorised person

NICHOLAS MYERS

who, in accordance with the laws of that
territory, is acting under the authority of
the company