

Amendment Deed

Amending Exploration Farmin Joint Venture Agreement (Thackaringa)

Parties

Broken Hill Prospecting Limited ARBN 003 453 503 (BHPL)

Cobalt Blue Holdings Limited ACN 614 466 607 (COB)

(collectively in their capacity as **Joint Venturers**)

and

Cobalt Blue Holdings Limited ACN 614 466 607 (in its capacity as **Manager)**

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THIS DEED is made on 30 June 2017

BETWEEN:

- (1) **Broken Hill Prospecting Limited ARBN 003 453 503** of Level 10, 171 Clarence Street, Sydney NSW 2000 (**BHPL**); and
- (2) **Cobalt Blue Holdings Limited ACN 614 466 607** of Level 2, 66 Hunter Street, Sydney NSW 2000 (**COB**) (collectively in their capacity as **Joint Venturers**); and
- (3) **Cobalt Blue Holdings Limited ACN 614 466 607** of Level 2, 66 Hunter Street, Sydney NSW 2000 (**COB**) (in its capacity as **Manager**).

RECITALS:

- (A) The parties to this document are all the parties to the JV Agreement.
- (B) Clause 22.4 of the JV Agreement provides no modification, variation or amendment of this agreement is of any force unless it is in writing and has been signed by each of the parties
- (C) The parties wish to amend the JV Agreement in the manner set out in this document.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

JV Agreement means the document entitled "Exploration Farmin Joint Venture Agreement (Thackaringa)" dated 31 October 2016 between BHPL and COB (collectively in their capacity as Joint Venturers) and COB (in its capacity as Manager) as amended and/or amended and restated from time to time.

1.2 Terms defined in the JV Agreement

Terms that are not defined in clause 1.1 and that are defined in the JV Agreement (as amended by this document, and including by reference to one or more other documents) have the same meaning in this document.

1.3 Rules for interpreting this document

The provisions of clauses 1.2 of the JV Agreement (as amended by this document) apply, with the necessary changes, as if set out in full in this document.

1.4 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons³ is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

2. AMENDMENT

2.1 Amendments

- (a) On and from the date of this document, the JV Agreement is amended as set out in Schedule 1 of this document.
- (b) The parties confirm and ratify the JV Agreement as amended by this document.
- (c) With effect on and from the date of this document, the JV Agreement (as amended by this document) is to be read as a single integrated document incorporating the amendments effected by this document.

2.2 Amendments not to affect validity, rights and obligations

- (a) The JV Agreement continues in full force and effect and remains enforceable against the parties to it in accordance with its terms.
- (b) Nothing in this document:
 - ⓪ prejudices or adversely affects any right, power or authority discretion or remedy arising under the JV Agreement before the date of this document;
 - ⓪ discharges, releases or otherwise affects any liability or obligation arising under the JV Agreement before the date of this document.

3. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that:

- (a) **(status)** it is a corporation validly existing under the laws of its place of incorporation;
- (b) **(power)** it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and its carrying out the transactions that it contemplates;
- (d) **(document effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(authorisations)** it holds each authorisation that is necessary or desirable to:
 - (i) execute this document and to carry out the transactions that it contemplates; and
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence;
- (f) **(no contravention)** neither its execution of this document, nor the carrying out by it of the transactions that it contemplates, does or will:
 - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - (ii) contravene any Authorisation;
 - (iii) contravene any undertaking or instrument binding on it or any of its property; or

- (iv) contravene its constitution;
- (g) **(no trust)** it is not entering into this document as trustee of any trust or settlement;
- (h) **(representations and warranties)** the representations and warranties made by it in the JV Agreement are true as though they had been made on the date of this document.

4. **GENERAL**

4.1 **Governing law**

This document is governed by the law in force in New South Wales.

4.2 **Liability for expenses**

Each party is responsible for its own costs and expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this document; and
- (b) any amendment to, or any consent, approval, waiver, release or discharge of or under, this document.

4.3 **Giving effect to this document**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this document.

4.4 **Amendments to this document**

This document can only be amended, supplemented, replaced or novated by another document signed by the parties.

4.5 **Counterparts**

This document may be executed in counterparts.

4.6 **Attorneys**

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

4.7 SCHEDULE 1

Amendments to JV Agreement

The JV Agreement is amended as follows:

1. Stage 1 Earning Period

Clause 3.1 is amended by replacing paragraph (d) as follows:

- "(d) In order for COB to retain the Stage 1 Percentage Share transferred to it in accordance with clause 3.1(b), then during the period commencing on the Commencement Date and ending no later than 1 April 2018 (**Stage 1 Earning Period**), COB must:
- (i) Complete prior to 30 June 2017 an Exploration program of works within the JV Area (with a minimum 'in ground' expenditure of AUD 2 million (inclusive of GST and in addition to the Execution Payment)) to define an Inferred /Indicated Mineral Resource of 54.5 million tonnes (to JORC 2012 standards), and give a notice to BHPL verifying the amount of Expenditure
 - (ii) Complete after 30 June 2017 a further Exploration program of works within the JV Area with a maximum 'in ground' expenditure of AUD 1,200,000 (inclusive of GST) to achieve an Indicated Resource of 40 million tonnes (to JORC 2012 standards) or such other tonnage as may be agreed unanimously by the Joint Venture Committee and give a notice to BHPL verifying the amount of Expenditure that COB has incurred on Exploration in the JV Area;
 - (iii) Spend not less than AUD 200,000 and not more than AUD 400,000 to undertake an aerial geophysical survey of the JV mining tenements in a form and with a scope agreed and approved by both parties to determine additional exploration targets and to obtain greater delineation of the geology of the existing mineral resources;
 - (iv) Give a notice to BHPL verifying the amounts of Expenditure under (d)(ii) and (d)(iii) that COB has incurred which amounts in the aggregate must be not less than AUD 1,400,000 and not greater than AUD 1,600,000; and
 - (v) Complete prior to 30 June 2017 a Scoping Study (to JORC 2012 standards),
- (Stage 1 Earning Obligations)."**

2. Stage 2 Earning Period

Clause 3.2 is amended by replacing paragraph (b) as follows:

- "(b) In order to earn the Stage 2 Percentage Share, COB must have completed Stage 1 Earning Obligations during the period commencing on 1 July 2017 and ending no later than 30 June 2018 (**Stage 2 Earning Period**):
- (i) Complete, in addition to or concurrent with the works referred to in clause 3(d)(ii) and (iii), an approved exploration program of works within the JV Area (with a minimum Expenditure of AUD 2,500,000 (GST inclusive) and give a notice to BHPL verifying the amount of Expenditure that COB has incurred on Exploration in the JV Area; and
 - (ii) Complete prior to 30 June 2018 a Pre-feasibility Study (to JORC 2012 standards)
- (Stage 2 Earning Obligations)."**

EXECUTED as a deed.

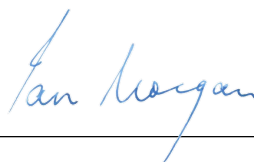
EXECUTED by **Broken Hill Prospecting Limited ARBN 003 453 503** in accordance with section 127 of the Corporations Act 2001:



Signature of director

F Creagh O'Connor

Name



Signature of director/secretary

Ian Morgan

Name

EXECUTED by **Cobalt Blue Holdings Limited ACN 614 466 607** in accordance with section 127 of the Corporations Act 2001:



Signature of director

Robert Biancardi

Name



Signature of director

Joe Kaderavek

Name