

Deed

Administration of Compass Resources

Deed of Company Arrangement

Compass Resources Limited (Administrators
Appointed) (Receivers and Managers Appointed)

Martin Jones

Darren Weaver

Steven Sherman

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Deed of Company Arrangement

Date ▶ 21/5/09

Between the parties

Company **Compass Resources Limited (Administrators Appointed)
(Receivers and Managers Appointed)**
ACN 010 536 820 of [insert address]
(Company)

Administrator **Martin Jones**
care of Ferrier Hodgson 108 St Georges Terrace Perth Western
Australia 6000
(Administrator)

Administrator **Darren Weaver**
care of Ferrier Hodgson 108 St Georges Terrace Perth Western
Australia 6000
(Administrator)

Administrator **Steven Sherman**
care of Ferrier Hodgson 108 St Georges Terrace Perth Western
Australia 6000
(Administrator)

Recitals

- 1 A meeting of the creditors of the Company to consider, among other things, the execution of a deed of company arrangement, was duly held pursuant to section 439A of the Act on 30 April 2009 (**Meeting**).
- 2 At the Meeting, the creditors duly resolved that it was in the interests of the creditors of the Company for it to execute a deed of company arrangement proposed by the directors of the Company in the terms set out herein.

This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
Act	the <i>Corporations Act 2001</i> (Cth).
Appointment Date	29 January 2009, being the date on which the Administrators were appointed to the Company, or were taken to be appointed, pursuant to Section 436A of the Act.
Arrangement Period	the period from the Commencement Date to the date this Deed is terminated in accordance with clause 7 of this Deed.
ASIC	the Australian Securities and Investment Commission.
Business Day	a weekday on which banks are generally open for business in Western Australia.
Claim	a debt payable by, or a claim against, the Company (present or future, certain or contingent, ascertained or sounding only in damages) being debts or claims which arose on or before the Appointment Date or out of events or circumstances which occurred before the Appointment Date, and irrespective of whether the debt or claim arose by virtue of contract, at law (including by statute) in equity or otherwise, and regardless of whether such debt or claim has been or will be admitted or disputed in whole or in part.
Commencement Date	the date of execution of this Deed by the Company.
Committee of Inspection	the committee of Creditors constituted pursuant to clause 9.
Corporations Regulations	the <i>Corporations Regulations 2001</i> (Cth).
Court	any court having jurisdiction to hear and determine matters under the Act.

Term	Meaning
Creditor	any person who has or asserts a Claim.
Deed	this deed of company arrangement, as amended from time to time.
Directors	the directors of the Companies from time to time.
Employee	a person who has been or is employed by the Company, whether remunerated by salary, wages, commission or otherwise.
Employee Entitlements	any right or entitlement of an Employee in respect of which, if the Company were to be wound up, that Employee would be entitled to receive payment, pursuant to Section 556 of the Act, in priority to the unsecured creditors of the Company.
Enforcement Process	has the same meaning as in the Act.
Fund	the fund maintained by the Administrators in respect of the Company for the purposes of clause 4.2 this Deed.
GST	goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on a supply.
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>
GST law	has the same meaning as in the GST Act.
Meeting	has the meaning ascribed in Recital A to this Deed.
Members	the shareholders of the Company.
Moratorium Period	the period commencing on the Resolution Date and ending on the Termination Date.
Officers	<ol style="list-style-type: none"> 1 the Directors; or 2 the secretaries of the Company; or 3 a person: <ul style="list-style-type: none"> • who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; or

Term	Meaning
	<ul style="list-style-type: none"> • who has the capacity to affect significantly the financial standing of the Company; or • in accordance with whose instructions or wishes the directors of the Company are or were accustomed to act.
Resolution Date	the date on which the creditors of the Company passed the resolutions at the Meeting approving the Company's executing this Deed.
Scheduled Rates	the rates set out in Schedule of this Deed.
Secured Creditors	HNC (Australia) Resources Pty Ltd (ACN 124 647 829) and Compass Mining Pty Ltd (ACN 099 550 259).
Tax Invoice	includes any document or record treated by the Commissioner as a tax invoice or as a document entitling the recipient to an input tax credit.
Termination Date	the date 12 months from the date of execution of this Deed.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) month means a calendar month;
- (b) headings are for convenience only and do not affect the interpretation of this Deed;
- (c) references to sections, sub-sections and paragraphs of the Act are references to sections, sub-sections and paragraphs of the Corporations Act 2001;
- (d) references to clauses are references to clauses of this Deed;
- (e) the singular includes the plural and vice versa;
- (f) words importing a gender include each other gender;
- (g) an expression importing a natural person includes any corporation, partnership, joint venture, association or other body corporate;
- (h) a reference to any thing includes a part of that thing;
- (i) a reference to any statute, regulation, proclamation, ordinance or by-law includes a reference to each statute, regulation, proclamation, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes a reference to each regulation, proclamation, ordinance and by-law issued under that statute;
- (j) a reference to a document includes a reference to an amendment or supplement to, or replacement or novation of, that document;
- (k) a reference to a party to any document includes a reference to that party's successors and permitted assigns;

- (l) when a day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next Business Day;
- (m) a reference to a dollar or \$ is a reference to Australian currency; and
- (n) a covenant or agreement on the part of two or more persons binds them jointly and individually.

1.3 Prescribed provisions

- (a) Regulation 3(c) of Schedule 8A of the Corporations Regulations is excluded from this Deed.
- (b) Except as otherwise provided for in this Deed, the prescribed provisions contained in Schedule 8A of the Corporations Regulations are incorporated in this Deed.

2 Preliminary matters

2.1 Purpose and objects

The purpose and objects of this Deed are to provide for the business, property and affairs of the Company to be administered in a way that:

- (a) enables sufficient time to consider and implement asset realisation strategies, and/or to negotiate with a view to a possible financial reorganisation of the affairs of the Company;
- (b) provides Creditors with the opportunity to consider and, if thought fit, to approve a subsequent arrangement for an orderly transition to take the Company out of administration under this Deed;
- (c) will provide a flexible means by which the value of the assets of the Company may be maximised;
- (d) provides a moratorium on Creditors taking action against the Company;
- (e) provides for subsequent meetings of the Creditors to consider and, if thought fit, approve variations to this Deed; and
- (f) it is anticipated will result in a better return for the Creditors than would result from an immediate winding up of the Company.

2.2 Effective date

This Deed will take effect on the Commencement Date.

2.3 Interim effect

Insofar as a person would be bound by this Deed if it had already been executed, the person must not, at any time after the Resolution Date but before the Commencement Date, do anything inconsistent with the terms of this Deed except with the leave of a Court.

2.4 Officers and Directors

Throughout the Arrangement Period:

- (a) the Officers and Directors cannot perform or exercise, and must not purport to perform or exercise, a function or power as an officer of the Company without the Administrators' written approval;
- (b) the Directors and Officers must:
 - (1) attend on the Administrators at such times; and
 - (2) give the Administrators such information about any of the Company's business, property affairs and financial circumstances;as the Administrators reasonably require.
- (c) the Officers shall cooperate with and assist the Administrators in the performance of their obligations under this Deed; and
- (d) the Directors shall remain as Directors of the Company unless removed or they resign.

2.5 Administrators

During the Arrangement Period, the Administrators:

- (a) shall be the persons named as Administrators under this Deed, and shall have those powers specifically vested under this Deed; and
- (b) subject to the rights of the Secured Creditors and any receivers shall be responsible for the management, operation and control of the business and affairs of the Company.

2.6 Secured Creditors

The rights of the Secured Creditors will not be affected by this Deed.

3 Scope of this arrangement and the moratorium

3.1 Creditors bound

- (a) This Deed binds:
- (b) the Company;
- (c) the Administrators;
- (d) the Creditors;
- (e) the Officers; and
- (f) the Members.

3.2 Moratorium regarding Company

- (a) During the Moratorium Period, Creditors, including the Company, any officer or member of the Company and owners and lessors of property used or occupied by the Company, must not:
 - (1) begin an application to wind up any of the Company or proceed with an application in connection with the winding up of the Company made before the Commencement Date;
 - (2) begin or continue any proceeding against the Company, or in relation to any of its property;

- (3) exercise any right of set-off or cross claim against the Company which the person would not have been entitled to had the Company been wound up upon the Commencement Date; or
- (4) begin or continue with any Enforcement Process in relation to the property of the Company,

without the prior written consent of the Administrators and, in the case only of paragraphs (2) and (4), with the leave of a Court and in accordance with such terms (if any) as a Court imposes.

- (b) For the purposes of this clause 3.2, **property** includes property used or occupied by, or in the possession of, the Company.
- (c) The Administrators will not be liable for any loss or damage suffered by any person arising from or as a consequence of the Administrators refusing to give consent under clause 3.2(a) of this Deed.
- (d) Section 440D of the Act applies during the Arrangement Period.

3.3 Moratorium does not affect Secured Creditors

Paragraph 3.2 does not affect the ability of the Secured Creditors to enforce their security.

3.4 Moratorium regarding Members

- (a) Subject to paragraph 5.1, during the Moratorium Period, a transfer of shares in the Company, or an alteration in the status of members of the Company shall be void except so far as the Court otherwise orders or the Administrators provide written consent.
- (b) The Administrators will not be liable for any loss or damage suffered by any person arising from or as a consequence of the Administrators refusing to give consent under clause 3.4(a) of this Deed.

3.5 Release of Claims

Creditors must accept their entitlements under this Deed in full satisfaction and complete discharge of all debts or Claims which they have or claim to have against the Company as at the Appointed Date and each of them will, if called upon to do so, execute and deliver to the Company such forms of release of any such Claim as the Deed Administrators require.

3.6 Claims extinguished

Upon the receipt of a Creditor of their entitlements under this Deed, the Claim of that Creditor is extinguished.

3.7 Administrator's Discretion

The Administrators may, in their absolute discretion:

- (a) call for and adjudicate upon proofs of debts of Creditors, with a view to determining the size of the creditor pool in order to assess whether an interim dividend can be paid to any particular categories of Creditors (including to employees of the Company).
- (b) admit or reject Claims;

- (c) pay any Claim in accordance with the provisions of this Deed if it is considered desirable to do so, having regard to, amongst other things, the interests of the Creditors;
- (d) subject to the rights of the Secured Creditors, any receivers appointed and any applicable contractual limitations, realise the assets of the Company in such manner as the Administrators think fit and in accordance with the applicable law; and
- (e) revert to Creditors through a general meeting to seek future variation of this Deed, which variation may include a Creditors' Trust;

3.8 Making Claims and proof of Claims

- (a) Sections 562, 562A and 563A, Division 2 of Part 5.6 of the Act and subdivisions A, B, C, and E of Division 6 of Part 5.6 of the Act and Regulations 5.6.37 and 5.6.39 to 5.6.63 (inclusive), 5.6.70 and 5.6.70A of the Corporations Regulations apply to Claims under this Deed, and the adjudication and admission to proof thereon, as if the references to the liquidator were references to the Administrators.
- (b) As soon as reasonably practicable after the Commencement Date, the Administrators shall issue a notice to submit particulars of debt or claim in the manner prescribed in Regulation 5.6.39 of the Corporations Regulations.
- (c) No interest shall accrue or be payable in respect of Claims.

3.9 Abandonment of Claims

A party with a Claim will have abandoned, and will be taken for all purposes to have abandoned, that Claim:

- (a) which is not the subject of a proof lodged with the Administrators in the form required by the Administrators prior to the declaration of a final dividend; or
- (b) which has been rejected by the Administrators and which is not the subject of any appeal or application to the Court within 21 days after the date of notification of the rejection to the party with the Claim.

3.10 Unclaimed Moneys

Section 544(1) of the Act applies to unclaimed monies under this Deed as if the references to the liquidator were references to the Administrators.

4 Application of proceeds by the Administrator

4.1 Creditor's Available Assets

- (a) The Administrators shall create a Fund consisting of the proceeds generated from the following:
 - (1) the net proceeds of sale of any asset owned by the Company;
 - (2) the net proceeds received by the Company from its relevant business activities;
 - (3) any investment in the Company; and
 - (4) the net proceeds of the realisation of any assets of the Company.

- (b) Subject to the provisions of this Deed, the property that is available to pay the Claims is the Fund.

4.2 Distribution of the Fund

- (a) The Fund will be distributed by the Administrators by reference to the order of priority applicable in a liquidation.
- (b) For the purposes of clause 4.2(a), the Administrators will give effect to:
- (1) sections 556, 560 and 561 of the Act; and
 - (2) section 444DB of the Act.

5 Administrators

5.1 Role of Administrators

- (a) This Deed must be administered by the Administrators who will have the powers, functions and duties conferred by this Deed and the Act;
- (b) Subject to clause 9.4(b), the Administrators have those powers, authorities and discretions:
- (1) as are set out in paragraph 2 of Schedule 8A of the Corporation Regulations;
 - (2) to assign assets and novate liabilities for the purpose of maximising the proceeds from the sale of the assets of the Company;
 - (3) to investigate the business, property, financial circumstances and affairs of the Company and to the extent the Administrators consider it appropriate, report the results of the investigations to ASIC and/or the Creditors and/or prosecute any claims;
- (c) In addition to, and without limiting the powers, authorities and discretions conferred on the Administrators under clause 5.1(b), and subject to the rights of the Secured Creditors and any receivers appointed, during the Arrangement Period the Administrator shall:
- (1) have control of the business, property and affairs of the Company;
 - (2) carry on the business of the Company and manage the property and affairs of the Company;
 - (3) continue their investigations into the affairs of the Company and as to possible claims available to the Company;
 - (4) be entitled to borrow funds for working capital or other purposes of the Company, on such terms as the Administrators may decide, including upon the provision of security over some or all of the assets of the Company;
 - (5) engage solicitors and consultants on such terms as the Administrators may decide;
 - (6) have the power to alter the constitution of the Company to the extent necessary to avoid any inconsistency with this Deed;
 - (7) have the powers of directors, in their capacity as directors, to the exclusion of any Directors, including, without limitation, the power to:
 - issue shares; and

- convene meetings of the Members;
- (d) In exercising or performing the powers and functions conferred by this Deed or the Act and carrying out the duties under this Deed or the Act, the Administrators:
- (1) are taken to act as agent for and on behalf of the Company; and
 - (2) do not act as, and do not have any of the duties owed by, a trustee.

5.2 Disclaimer of Onerous Property

During the Arrangement Period, Division 7A of Part 5.6 of the Act shall apply to the Administrators as if the references to the liquidator or a liquidator as the case may be, were references to the Administrators.

5.3 Applications to Court

- (a) Without limiting the rights or powers of the Administrators under the Act, during the Arrangement Period, the Administrators may, at any time, apply to the Court:
- (1) under section 445G; or
 - (2) under section 447A; or
 - (3) for directions in relation to any matter arising under this Deed or to give effect to this Deed.
- (b) If the Court determines that any provision of this Deed does not comply with Part 5.3A of the Act (as it may be modified pursuant to Section 447A of the Act) then all the parties bound by this Deed hereby consent to the Court varying this Deed by severing the offending provision from it.

5.4 Books and records

During the Arrangement Period, the Administrators are entitled to possession of all the books and records of the Company and no other person is entitled to:

- (a) obtain the books and records of the Company in the absence of the prior written consent of the Administrators; or
- (b) to claim or enforce a lien on the books and records of the Company, although such a lien is not otherwise prejudiced.

5.5 Remuneration of Administrator

Subject to the Resolutions, the Administrators must be:

- (a) remunerated at the usual rates charged from time to time by Ferrier Hodgson (which at the date of this Deed are the Scheduled Rates) or at such other rates as the Administrators may from time to time charge in respect of any work done by the Administrators, and any partner or employee of the Administrators, in connection with:
- (1) the conduct of the administration of the Company from the Appointment Date;
 - (2) the negotiation, preparation and operation of this Deed; and
 - (3) the performance of his duties, obligations and responsibilities under this Deed;

- (b) reimbursed in respect of all costs, fees and expenses incurred in connection with the foregoing, including, without limitation, any stamp duty payable in respect of this Deed.

6 Indemnity of Administrators

6.1 Indemnity

The Administrators are entitled to be indemnified out of the present and future assets of the Company for:

- (a) the remuneration, costs, fees and expenses payable pursuant to this Deed;
- (b) all liabilities incurred by the Administrators during the administration of the Company, in the course of this Deed and/or during the Arrangement Period;
- (c) all liabilities incurred in the exercise or performance or purported exercise or performance of the Administrators' functions, powers or duties under this Deed or the Act; and
- (d) all actions, suits, proceedings, accounts, claims, demands and liabilities arising after the Appointment Date, out of or relating to the administration of the Company, or this Deed, which may be commenced against, incurred by or made on the Administrators (in any capacity), by any person and against all costs, charges and expenses incurred by the Administrators in respect of them,

Provided that the Administrators shall not be entitled to an indemnity where such an indemnity would not be allowed by reason of Section 199A of the Act.

6.2 Continuing indemnity

This indemnity will take effect on and from the Commencement Date and will be without limitation as to time and will operate notwithstanding the removal of the Administrators and the appointment of new Administrators or the termination of this Deed for any reason whatsoever.

6.3 Indemnity not to be affected or prejudiced

The indemnity under this clause 6 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators and will extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators, the approval and execution of this Deed or the Act or otherwise; or
- (b) affect, limit or prejudice all or any rights that the Administrators may have against the Company or any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Administrators of or incidental to the exercise or performance of any of the functions, powers or duties conferred on the Administrators by this Deed or the Act or otherwise.

6.4 Administrator's Lien

- (a) To secure the right of indemnity in this clause 6, the Administrators in the Administrators' own right have a lien over all of the Company's present and future assets.

- (b) Nothing in clause 6.4(b) obliges the Administrators to exercise the Administrators' rights as the holder of a lien under this clause 6.4 other than at the Administrators' absolute discretion.
- (c) Nothing in this Deed, including this clause 6, affects or limits the operation of:
 - (1) the equitable lien arising by operation of law, in favour of the Administrators; or
 - (2) Subdivision B Division 9 of Part 5.3A of the Act.

6.5 Administrators not personally liable

The Administrators (neither in their capacity as administrators nor as the Administrators) have not, nor will they be taken to have, adopted, ratified or in any other manner become bound personally under any agreement or arrangement between the Company and another party as a result of any act, matter or thing done or omitted to be done by or on behalf of the Administrators.

Subject to any relevant provisions of the Act, in the performance or exercise of the Administrators' powers, obligations, functions and duties under this Deed, the Administrators shall not be personally liable for:

- (a) any debts, liabilities, obligations or Claims of any kind whatsoever incurred by or on behalf of the Company whether before, during or after the period of the operation of this Deed; and
- (b) any loss or damage of any kind whatsoever caused by or as a result of any act, default or omission of the Administrators or any person or body corporate or incorporate acting on their behalf in exercising their powers, obligations, functions or duties under this Deed.

7 Termination

7.1 Termination

This Deed will terminate and the appointment of the Administrators will come to an end upon the earlier of the following:

- (a) the Termination Date (being 12 months from the date of execution of this Deed); or
- (b) the date the Administrators give written notice to Creditors that this Deed has terminated; or
- (c) a resolution to the effect that this Deed is terminated is passed by Creditors at a meeting convened:
 - (1) at the request of the Committee of Inspection;
 - (2) by the Administrators at the request of 2 or more creditors who are together owed debts of more than a total of \$25million; or
 - (3) otherwise in accordance with the Act; or
- (d) by an order of a Court.

7.2 Meeting of Creditors

Subject to the provisions of section 445A and section 445F of the Act, the Administrators:

- (a) may convene a meeting of the Creditors to consider a resolution to terminate or vary this Deed if:
 - (1) the Administrators determine that the terms of this Deed cannot be fulfilled; or
 - (2) a Court so orders; and
- (b) must convene a meeting of the Creditors to consider a resolution to terminate or vary this Deed:
 - (1) within 45 days of a request by the Committee of Inspection to do so; and
 - (2) prior to the end of the Arrangement Period.

7.3 Previous operation of this Deed preserved

The termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

8 Meetings

- (a) Except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, regulations 5.6.12 to 5.6.36A of the Corporations Regulations apply, with such modifications as are necessary, to meetings of the Creditors as if the references to the liquidator, the liquidator or provisional liquidator, the liquidator, provisional liquidator or chairman, or a liquidator, provisional liquidator or trustee for debenture holders, as the case may be, were references to the Administrators.
- (b) Nothing in this clause 8 shall limit the operation of section 445F of the Act.

9 Committee of Inspection

- (1) For the purposes of assisting the Administrators, the Creditors may resolve to form a Committee of Inspection in accordance with clause 11 of Schedule 8A of the Corporations Regulations.

10 General

10.1 Variation of this Deed by creditors

This Deed may be varied with the consent of the Administrators by a resolution passed at a meeting of the Creditors of the Company convened under section 445F of the Act but only if the variation is not materially different from a proposed variation set out in the notice of that meeting.

10.2 Governing law

This Deed shall be governed by and construed in accordance with the laws in force in the State of Western Australia. Any action or proceeding arising out of or in connection with this Deed shall be instituted or brought in a Court in Western Australia.

10.3 Inconsistency with the Act

If there is any inconsistency between the terms of this Deed and the Act then the Act shall, only to the extent of the inconsistency, prevail and this Deed shall be interpreted accordingly.

10.4 Severance

Notwithstanding anything contained in any provision of this Deed, if any such provision shall be held or found to be void, invalid or otherwise unenforceable, such provision shall be deemed to be severed from this Deed to the extent only that it is void, invalid or unenforceable but the remainder of any such provision and this Deed shall remain in full force and effect.

10.5 This Deed prevails over Constitution, contracts etc

If there is any inconsistency between the provisions of this Deed and the constitution of the Company or any other obligations binding on the Company, then the provisions of this Deed shall prevail to the extent of the inconsistency.

10.6 Counterparts

This Deed may be executed in any number of counterparts and all those counterparts taken together constitute one and the same instrument.

10.7 Further Assurances

- (a) Each of the parties to this Deed will do all acts, matters and things as may be reasonably necessary or expedient to implement and give full effect to the provisions of this Deed.
- (b) All persons bound by this Deed will do (at their own expense, unless otherwise agreed by the Administrators, acting reasonably) all acts, matters and things as may reasonably be requested by the Administrators to give effect to this Deed and the transactions contemplated by it (including signing any documents).

10.8 GST

- (a) Words used in this clause 10.8 which have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context indicates otherwise.
- (b) Unless expressly included, the consideration for any supply under or in connection with this Deed does not include GST.
- (c) To the extent that any supply made under or in connection with this Deed is a taxable supply, the recipient must pay, in addition to the consideration provided under this Deed for that supply (unless it expressly includes GST) an amount (**additional amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (d) The supplier must issue a tax invoice to the recipient of a taxable supply to which clause (c) applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.

If either party is entitled under this Deed to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this Deed, the reimbursement or indemnity payment must not include any GST component of the cost or expense for

which an input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.

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Schedule of Hourly Rates

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Schedule of Hourly Rates

Ferrier Hodgson Chartered Accountants

Position	Rate per hour (\$)
Partner/Principal/ Appointee	550 / 500
Director	460
Senior Manager	410
Manager	340
Supervisor	290
Senior 1	260
Senior 2	230
Intermediate 1	205
Intermediate 2	170
Professional Staff Junior	135
Senior Secretary	165
Computer Operator	110
Clerk	135

Typist	88
--------	----

Office Assistant	60
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Executed as a deed

Company

Executed as a deed by
**Compass Resources Limited (Administrators Appointed) (Receivers and
Managers Appointed)**
in accordance with s127 of the Companies Act

sign here ► 

Company Secretary/Director

print name NEIL CURTIS

sign here ► 

Director

print name RICHARD SWANN


Administrator

Executed as a deed by
Martin Jones
in his capacity as joint and several administrator of
Compass Resources Ltd (Administrators Appointed)
(Receivers and Managers Appointed)

sign here ► 

print name MARTIN JONES

in the presence of

sign here ► 

Witness

print name Malcolm Field


Administrator

Executed as a deed by
Darren Weaver
In his capacity as joint and several administrator of
Compass Resources Ltd (Administrators Appointed)
(Receivers and Managers Appointed)

sign here ▶ 

print name DARREN WEAVER.

In the presence of

sign here ▶ 
Witness

print name Malcolm Field


Administrator

Executed as a deed by
Steven Sherman
In his capacity as joint and several administrator of
Compass Resources Ltd (Administrators Appointed)
(Receivers and Managers Appointed)

sign here ▶ 

print name STEVEN SHERMAN.

In the presence of

sign here ▶ 
Witness

print name JAMES ALESSIO