

- (c) if the Completion Adjustment Amount is \$0, then the Initial Purchase Price will not be adjusted.

4.3 Payment of Purchase Price for Shares

- (a) On Completion, the Buyer must:
 - (i) pay to each Relevant Seller, an amount equal to that Relevant Seller's Cash Consideration Proportion of that Seller's Respective Proportion of the Initial Purchase Price by way of cash consideration;
 - (ii) pay to the Escrow Agent the CCA Escrow Amount to be held under the terms of the Escrow Deed in the CCA Escrow Account; and
 - (iii) procure that BGLD2 provide to each Rollover Seller, that Rollover Seller's Scrip Consideration Proportion by way of transfer of such number of Consideration Shares calculated by dividing each Rollover Seller's Scrip Consideration Proportion by the Consideration Share Price based on the AUD/NZD FX rate of AUD1.00 / NZD1.075, per the Reserve Bank of Australia 'Latest Exchange Rate' on 28 February 2022 (avoiding fractions of Consideration Shares by rounding up to the nearest whole number).
- (b) On the Adjustment Payment Date:
 - (i) if the Completion Adjustment Amount is a positive amount, the Buyer must pay to each Seller the amount equal to that Seller's Respective Proportion of the Completion Adjustment Amount; or
 - (ii) if the Completion Adjustment Amount is a negative amount, each Seller must pay to the Buyer the amount equal to that Seller's Respective Proportion of the Completion Adjustment Amount,

in each case in accordance with clause 4.4(b).
- (c) Any payment to a Seller under this clause 4.3 will be paid by electronic transfer of cleared funds to the Sellers' Account or into a bank account nominated in writing by the Sellers' Representative at least 2 Business Days before the payment due date.
- (d) Any payment to the Escrow Agent under this clause 4.3 will be paid by electronic transfer of cleared funds to the bank account nominated in writing by the Escrow Agent at least 2 Business Days before Completion.

4.4 Adjustment for certain payments

- (a) Any payment made:
 - (i) by the Sellers to a Buyer Group Member under this agreement will be treated as a pro-rata reduction in the Purchase Price of each Share; or
 - (ii) by the Buyer to the Sellers under this agreement will be treated as a pro-rata increase in the Purchase Price of each Share.
- (b) The parties acknowledge and agree that:
 - (i) no further Consideration Shares will be transferred to any Rollover Seller (for example, in respect of any Purchase Price adjustments) under this agreement;
 - (ii) any Completion Adjustment Amounts payable by the Buyer in accordance with this clause 4 will be payable in cash;