

Our ref: CO:21660

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4TH MARCH 2011

FROM: CHRIS OSBORN
OF: WILLIAMS & HUGHES

FAX NO: (08) 9481 2041

TO: THE ANNOUNCEMENTS OFFICE
ASX

FAX NO: 1300 135 638

NO OF PAGES (INCLUDING THIS COVER SHEET): 18

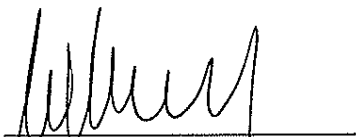
Dear Sirs

Copper Strike Ltd ("the Company")
Notice of Ceasing to be a Substantial Holder

On the instructions of Teck Australia Pty Ltd we **enclose** a Notice of Ceasing to be a Substantial Holder.

If you have any questions please contact Chris Osborn on cosborn@willhu.com.au or (08) 9481 2040.

Yours faithfully



WILLIAMS & HUGHES

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1st Floor, 25 Richardson Street
West Perth, Western Australia 6005
t +61 8 9481 2040
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e office@whlaw.com.au

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Form 605Corporations Act 2001
Section 671B**Notice of ceasing to be a substantial holder**To Company Name/Scheme COPPER STRIKE LIMITEDACN/ARSN 108 398 983**1. Details of substantial holder(1)**Name TECK AUSTRALIA PTY LTDACN/ARSN (if applicable) 091 271 911The holder ceased to be a
substantial holder on2/3/11

The previous notice was given to the company on

22/9/10

The previous notice was dated

22/9/10**2. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
<u>2/3/11</u>	<u>SEE ANNEXURE A</u>	<u>SEE ANNEXURE A</u>	<u>SEE ANNEXURE A</u>	<u>SEE ANNEXURE A</u>	<u>SEE ANNEXURE A</u>

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
<u>NOT APPLICABLE</u>	

4. Addresses

The addresses of persons named in this form are as follows:

Name	Address
<u>SEE ANNEXURE A</u>	

Signature

print name

JAN SANDL

capacity

DIRECTOR

sign here

date 04/03/2011

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COPPER STRIKE LIMITED
(ACN 108 398 983)

This is Annexure ("A") of 2 pages referred to in

Form 605
Corporations Act 2001
Section 671b

Notice of change of interests of substantial holder

2. Changes in relevant interests

Date of Change	Person whose relevant interest changed	Nature of Change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
2/3/2011	Teck Australia Pty Ltd ("TAPL")	Ceasing to be a shareholder by a transfer pursuant to the acceptance by TAPL of the offer made by Kagara Limited (ABN 36 008 988 583) ("KZL") and Pre-Bid Acceptance Agreement dated 12 October 2010 made between KZL and TAPL (a copy of which is at Annexure B)	Total consideration of \$2,378,750, being \$0.11 (11 cents) per share pursuant to the offer set in the Bidder's Statement of KZL dated 18 October 2010 as replaced or supplemented and the Pre-Bid Agreement dated 12 October 2010 between KZL and TAPL (a copy of which is at Annexure B)	21,625,000 fully paid ordinary shares	21,625,000
2/3/2011	Teck Resources Limited	Ceasing to have an interest by reason of TAPL ceasing to be a shareholder by a transfer pursuant to the acceptance by TAPL of the offer made by Kagara Limited (ABN 36 008 988 583) ("KZL") and Pre-Bid Acceptance Agreement dated 12 October 2010 made between KZL and TAPL (a copy of which is at Annexure B)	Total consideration of \$2,378,750, being \$0.11 (11 cents) per share payable to TAPL pursuant to the offer set in the Bidder's Statement of KZL dated 18 October 2010 as replaced or supplemented and the Pre-Bid Agreement dated 12 October 2010 between KZL and TAPL (a copy of which is at Annexure B)	21,625,000 fully paid ordinary shares	21,625,000

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2/3/2011	Temagami Mining Company Ltd	Ceasing to have an interest by reason of TAPL ceasing to be a shareholder by a transfer pursuant to the acceptance by TAPL of the offer made by Kagara Limited (ABN 36 008 988 583) ("KZL") and Pre-Bid Acceptance Agreement dated 12 October 2010 made between KZL and TAPL	Total consideration of \$2,378,750, being \$0.11 (11 cents) per share payable to TAPL pursuant to the offer set in the Bidder's Statement of KZL dated 18 October 2010 as replaced or supplemented and the Pre-Bid Agreement dated 12 October 2010 between KZL and TAPL (a copy of which is at Annexure B)	21,625,000 fully paid ordinary shares	21,625,000
2/3/2011	Keevil Holding Corporation	Ceasing to have an interest by reason of TAPL ceasing to be a shareholder by a transfer pursuant to the acceptance by TAPL of the offer made by Kagara Limited (ABN 36 008 988 583) ("KZL") and Pre-Bid Acceptance Agreement dated 12 October 2010 made between KZL and TAPL	Total consideration of \$2,378,750, being \$0.11 (11 cents) per share payable to TAPL pursuant to the offer set in the Bidder's Statement of KZL dated 18 October 2010 as replaced or supplemented and the Pre-Bid Agreement between KZL and TAPL dated 12 October 2010 (a copy of which is at Annexure	21,625,000 fully paid ordinary shares	21,625,000

4. Addresses

Name	Address
Teck Australia Pty Ltd	Level 2, 35 Ventnor Avenue, West Perth, Western Australia
Teck Resources Limited	3300 - 500 Burrard Street, Vancouver, British Columbia, Canada V6C 0B3
Temagami Mining Company Ltd	3300 - 500 Burrard Street, Vancouver, British Columbia, Canada V6C 0B3
Keevil Holding Corporation	3300 - 500 Burrard Street, Vancouver, British Columbia, Canada V6C 0B3

Signed:



Jan Sandl
Director

Dated: 04/03/2011

COPPER STRIKE LIMITED
(ACN 108 398 983)

This is Annexure ("B") of 14 pages referred to in

Form 605
Corporations Act 2001
Section 671b

Notice of change of interests of substantial holder

Copy of the Pre-Bid Acceptance Agreement dated 12 October 2010 made between Kagara Limited
ABN 36 008 908 583 and Teck Australia Pty Ltd ACN 091 271 911

Signed:



Jan Sandl
Director

Dated: 04/03/2011

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Pre-bid acceptance agreement

Kagara Limited (Kagara)
Teck Australia Pty Ltd (Shareholder)

MinterEllison




ICK
Owen
AK

LAWYERS

CENTRAL PARK, 152-158 ST GEORGES TCE, PERTH WA 6000, DX 124 PERTH
TEL +61 8 9429 7444 FAX +61 8 9429 7666
www.mintere Ellison.com

Pre-bid acceptance agreement

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MR




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Details

Date 12 OCTOBER 2010



Parties

Name Kagara Limited
 ABN 36 008 908 583
 Short form name **Kagara**
 Notice details Second Floor, 24 Outram Street, West Perth, Western Australia 6005
 Facsimile: (08) 9481 1233
 Attention: David Peterson

Name Teck Australia Pty Ltd
 ABN 35 091 271 911
 Short form name **Shareholder**
 Notice details Level 2, 35 Ventnor Street, West Perth, Western Australia 6005
 Facsimile: (08) 9321 4766
 With a copy to:
 Facsimile: 1 604 699 4729 (Canada)
 Attention: The Corporate Secretary

Background

- A Kagara is seeking to merge with CSE by way of the Bid.
- B This agreement contains the terms and conditions under which the Shareholder agrees to accept the Bid.

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Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this agreement:

Acceptance Shares means the 21,625,000 CSE Shares held by the Shareholder.

Bid means an off-market takeover bid by Kagara of those CSE Shares which it does not own in accordance with the proposed terms and conditions set out in Schedule 1 made within 18 months after the date of this agreement.

Business Day means:

- (a) for receiving a notice under clause 10, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Western Australia.

Business Hours means from 9.00am to 5.00pm on a Business Day.

Cash Equivalent Consideration means the amount calculated in accordance with clause 1.2.

Corporations Act means *Corporations Act 2001* (Cth).

CSE means Copper Strike Limited ABN 16 108 398 983.

CSE Shares means fully paid ordinary shares in CSE.

Effective Date means the date on which both the Shareholder and Kagara have executed this Agreement.

Higher Offer means a takeover bid to acquire the entire issued share capital of CSE where:

- (a) the offers under the bid are capable of acceptance;
- (b) the consideration per CSE Share is a cash price or Cash Equivalent Consideration which is higher than the Cash Equivalent Consideration per CSE Share of the Bid (calculated over the same period as the Higher Offer);
- (c) the offers are not subject to any condition which is materially more onerous than any of the conditions set out in Schedule 1; and
- (d) any non-waivable conditions of the Higher Offer have been satisfied.

Kagara means Kagara Limited ABN 36 008 908 583.

Shareholder means Teck Australia Pty Ltd ABN 35 091 271 911.

1.2 Cash Equivalent Consideration

Where the consideration offered under a competing takeover bid for CSE comprises or includes marketable securities, the Cash Equivalent Consideration shall be calculated on an Australian dollar basis by deeming the value of each of the securities offered to be the weighted average sale price of those securities on the home stock exchange on which those securities are quoted for trading (using, if necessary, the appropriate exchange rate or cross rate as reported by Bloomberg

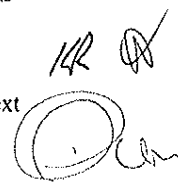
at 10am (Australian Western Standard Time) for each relevant day in respect of which a calculation is made) for the five Business Days after the announcement of the competing offer.

If the marketable securities comprising or included in the consideration under a competing offer for CSE are not quoted on any stock exchange, then value of the Cash Equivalent Consideration will be determined by an independent valuer nominated by the Chairman of the Institute of Chartered Accountants in Australia. The valuer shall act as an expert and not as an arbitrator and his decision will be final and binding on the parties to this agreement.

1.3 Interpretation

In this agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this agreement, and a reference to this agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to AS, SA, dollar or \$ is to Australian currency;
- (f) a reference to time is to Perth, Western Australia time;
- (g) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

12/10/11


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1.4 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Shareholder's agreement

In consideration of the payment of \$1.00 by Kagara to the Shareholder (the receipt and sufficiency of which is hereby acknowledged by the Shareholder), the Shareholder agrees that it will accept the Bid in respect of the Acceptance Shares subject as provided in clause 4.

3. Termination

- (a) The rights and obligations of Kagara and the Shareholder set out in clause 2 will terminate automatically in the event of any of the following:
- (i) Kagara does not announce an intention to make the Bid within five Business Days of the Effective Date;
 - (ii) Kagara does not dispatch the Bid documents to CSE shareholders within the period specified in section 631(1) of the Corporations Act;
 - (iii) the Bid has not been declared free of conditions within six months after the date of despatch of the Bid documents to CSE shareholders;
 - (iv) Kagara withdraws the Bid in accordance with the Corporations Act; or
 - (v) subject to clause 3(b), a Higher Offer is made and is not matched by Kagara varying its Offer in accordance with the Corporations Act to offer at least equivalent consideration within five Business Days, and the Shareholder accepts the Higher Offer within two Business Days after the expiration of that time.
- (b) If a Higher Offer which is validly accepted by the Shareholder in respect of the Acceptance Shares lapses or is withdrawn before all of its conditions of the Higher Offer are satisfied or waived, Kagara's rights under clause 2 will once again become enforceable but it will remain subject to the provisions of clause 3(a) in the event of a subsequent Higher Offer.

4. Acceptance arrangements

Subject to the provisions of clause 3, the Shareholder must accept the Bid (in accordance with clause 2) in respect of the Acceptance Shares no later than two Business Days before the expiry of the Bid if:

- (a) the Bid has become free of all conditions; or
- (b) Kagara has notified the Shareholder in writing that the only condition to be met is condition 2.1 in Schedule 1 (90% acceptance) and that this will be met by the Shareholder accepting the Bid; and
- (c) Kagara has announced that it will not be extending the Bid.

5. No solicitation

The Shareholder undertakes to Kagara that neither it nor any of its associates will:

Handwritten signature and initials, possibly 'MR' and 'A', with a large circular mark below.

- (a) approach or solicit enquiries from any person except Kagara in relation to a proposal to acquire, deal with, or exercise any rights in relation to, any or all of the Acceptance Shares; or
- (b) participate in any discussions or negotiations or provide any information or take any other action to facilitate any such person making such a proposal.

6. Restriction on dealing in Acceptance Shares

The Shareholder undertakes that it will not:

- (a) dispose of or agree to dispose;
- (b) sell or agree to sell;
- (c) grant an option over;
- (d) encumber; or
- (e) otherwise deal with,

any of the Acceptance Shares, other than in accordance with this agreement.

7. Acknowledgment

Kagara and the Shareholder acknowledge that there is no relevant agreement (as that expression is defined in the Corporations Act) between them with respect to any voting shares in CSE other than the Acceptance Shares and the Shareholder is not under any legal, equitable or other obligation to dispose of any of its CSE Shares (other than the Acceptance Shares) to Kagara, whether pursuant to this agreement, the Bid, or otherwise.

8. Warranties

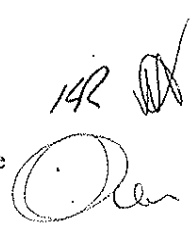
The Shareholder warrants to Kagara as at the date of this agreement and immediately prior to transfer of the Acceptance Shares that:

- (a) the Acceptance Shares have been duly allotted and issued and are fully paid up;
- (b) the Shareholder is the beneficial owner of the Acceptance Shares;
- (c) the Acceptance Shares are free of any encumbrances or other third party interests;
- (d) the Shareholder has received no notice of any claims, demands, litigation or proceedings pending or threatened in respect of the Acceptance Shares; and
- (e) the Shareholder has not granted and will not grant during the term of this agreement to any other person any option over the Acceptance Shares or any other right inconsistent with the rights granted to Kagara under this agreement.

9. Subsequent Higher Offer

- (a) In this clause 9:

Sale Shares means the number of CSE Shares for which Kagara accepts a Higher Offer, provided that if that number is greater than 21,625,000, the number of Sale Shares will be deemed to be 21,625,000;

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Bid Price means the consideration per CSE Share paid or payable by Kagara under the Bid; and

Higher Offer Price means the cash price or Cash Equivalent Consideration (as applicable) per CSE Share under the Higher Offer.

- (b) Subject to clause 9(d), if a Higher Offer is made within the period of 12 months commencing on the date of the Bid, and Kagara accepts that Higher Offer for any CSE Shares which it then holds, Kagara will pay the Shareholder an amount equal to:
- (Higher Offer Price – Bid Price) x Sale Shares x 50%*
- (c) Subject to clause 9(d), if a Higher Offer is made within the period commencing 12 months after the date of the Bid and ending 24 months after the date of Bid, and Kagara accepts that Higher Offer for any CSE Shares which it then holds, Kagara will pay the Shareholder an amount equal to:
- (Higher Offer Price – Bid Price) x Sale Shares x 40%*
- (d) Any payment due to the Shareholder under clause 9(b) or clause 9(c) must be made not later than five Business Days after receipt by Kagara of the Higher Offer Price.
- (e) Notwithstanding any other provision of this clause 9, Kagara will not be obliged to make any payment to the Shareholder under clause 9(b) or clause 9(c) until after the Bid has expired.

10. Notices and other communications

10.1 Service of notices

A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

10.2 Effective on receipt

A Notice given in accordance with clause 10.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

11. Governing law

This agreement is governed by the laws of Western Australia. Kagara and the Shareholder submit to the non-exclusive jurisdiction of the Courts of Western Australia.

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12. Confidentiality

The Shareholder must keep this agreement confidential until Kagara has lodged a substantial holding notice with respect to the Acceptance Shares in accordance with section 671B of the Corporations Act, provided that nothing shall restrict the Shareholder from making any announcement or disclosure where this is required by law or pursuant to the rules of a stock exchange on which the shares of its holding company are listed.

13. Costs

All costs and expenses of the preparation of the Bid will be paid by Kagara. Kagara will not be liable for any legal fees or other fees that the Shareholder may incur in relation to this agreement.

14. Counterparts

This agreement may be executed in any number of counterparts (including by facsimile), all of which taken together constitute one and the same document.

15. Acceptance

This Agreement comes into effect on the Effective Date, .

Handwritten initials and signatures: "14R", a circled "O", "C", and "A".

Schedule 1 - Consideration and terms and conditions of bid

1. Consideration

\$0.11 cash for each CSE Share to be acquired by Kagara.

2. Conditions

The Bid will be subject to the following conditions:

2.1 Minimum acceptance condition

Before the close of the offer period Kagara and its associates have relevant interests in at least 90% (by number) of all issued CSE Shares.

2.2 Prescribed occurrences

That during the period from the announcement date to the date that is three Business Days after the close of the offer period (each inclusive), none of the following events or circumstances, as referred to in sections 652C(1) and (2) of the Corporations Act, happen:

- (a) CSE converts all or any of its shares into a larger or smaller number of shares in accordance with section 245H of the Corporations Act;
- (b) CSE or a subsidiary of CSE resolves to reduce its share capital in any way;
- (c) CSE or a subsidiary of CSE enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under section 257C or 257D of the Corporations Act;
- (d) CSE or a subsidiary of CSE issues shares, or grants an option over its shares, or agrees to issue shares or grant an option over its shares;
- (e) CSE or a subsidiary of CSE issues, or agrees to issue, convertible notes;
- (f) CSE or a subsidiary of CSE disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) CSE or a subsidiary of CSE charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (h) CSE or a subsidiary of CSE resolves to be wound up;
- (i) a liquidator or provisional liquidator of CSE or a subsidiary of CSE is appointed;
- (j) a court makes an order for the winding up of CSE or of a subsidiary of CSE;
- (k) an administrator of CSE, or of a subsidiary of CSE, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) CSE or a subsidiary of CSE executes a deed of company arrangement; or
- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of CSE or of a subsidiary of CSE.

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[Signature]

2.3 Material adverse change

That no specified event occurs which has, or could reasonably be expected to have, a material adverse effect on the business, assets, liabilities, financial position, performance, profits, losses or prospects of CSE, or the title to any of its assets, including as a result of making the offers or the acquisition of CSE Shares pursuant to the offers. For these purposes, a 'specified event' is:

- (a) an event or occurrence that occurs or is discovered during the offer period;
- (b) an event or occurrence that occurs prior to the offer period but is only announced or publicly disclosed on or after the announcement date; or
- (c) an event or occurrence that will or is likely to occur following the offer period and which has not been publicly announced prior to the announcement date.

2.4 Trading conditions

That between the announcement date and the close of the offer period none of the following events happens:

- (a) CSE or a subsidiary of CSE does not conduct its business in the ordinary course;
- (b) CSE or a subsidiary of CSE declares, pays or distributes any dividend, bonus or other share of its profits or assets;
- (c) CSE or a subsidiary of CSE enters into or agrees to enter into any joint venture, farm in or farm out arrangement or partnership in respect of any of the assets owned or controlled by CSE or a subsidiary of CSE or makes an announcement in relation to such an agreement or arrangement;
- (d) CSE or a subsidiary of CSE disposes of (including by grant of a third party right) or agrees to dispose of any interest in any of the assets owned or controlled by CSE or a subsidiary of CSE or makes an announcement in relation to such a disposal;
- (e) CSE or a subsidiary of CSE disposes of or agrees to dispose of any interest in any of the material assets owned or controlled by CSE or a subsidiary of CSE or makes an announcement in relation to such a disposal;
- (f) CSE or a subsidiary of CSE incurs or commits to, or grants to another person a right the exercise of which would involve CSE or a subsidiary of CSE incurring or committing to, any capital expenditure or other liability in respect of one or more related items of greater than \$500,000 or makes an announcement in relation to such a commitment; or
- (g) CSE or a subsidiary of CSE borrows or agrees to borrow money (except on a temporary basis from its bankers in the ordinary course of business).

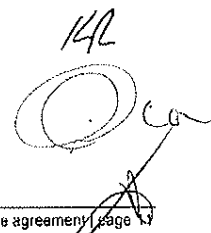
2.5 Additional rights acquired

That no person has or would have because of:

- (a) Kagara acquiring or offering to acquire CSE Shares;
- (b) Kagara acquiring control of CSE; or
- (c) Kagara selling CSE Shares or an asset of CSE or a subsidiary of CSE after acquiring CSE Shares,

an actual or contingent right to:

- (d) acquire an asset of CSE or a subsidiary of CSE under an agreement;

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- (e) procure CSE or a subsidiary of CSE to dispose of, or to offer to dispose of, an asset under an agreement, where the aggregate unencumbered value of the asset exceeds \$500,000;
- (f) receive a benefit derived from an asset of CSE or a subsidiary of CSE; or
- (g) terminate or modify any material agreement with CSE or take action under any such agreement.

2.6 No action or investigation

That between the announcement date and the close of the offer period, no action or investigation is instituted or threatened by a statutory or regulatory body because of or in connection with the takeover bid that might impose a material limitation on the ability of Kagara, CSE or any of their related bodies corporate to conduct its business or own all its assets (other than any action or decision by, or application to, ASIC or the Takeovers Panel in exercise of the powers or discretions conferred by the Corporations Act).

2.7 Equal access to information

Between the announcement date and the close of the offer period, CSE promptly (and in any event within two Business Days) provides to Kagara a copy of all information that is not generally available (within the meaning of the Corporations Act) relating to CSE or any related body corporate of CSE or any of their respective officers, employees, advisers or agents to any person (other than Kagara) for the purpose of soliciting, encouraging or facilitating a proposal or offer by that person, or any other person, in relation to a transaction under which:


- (a) any person (together with its associates) may acquire voting power of 10% or more in CSE (whether by way of takeover bid, compromise or arrangement under Part 5.1 of the Corporations Act, or otherwise);
- (b) any person may acquire, directly or indirectly (including by way of joint venture, dual listed company structure or otherwise), any interest in all or a substantial part of the business or assets of CSE or of any related body corporate of CSE; or
- (c) that person may otherwise acquire control, of or merge or amalgamate with, CSE.

2.8 Other regulatory approvals

Before the close of the offer period, all regulatory approvals or consents that are required by law, regulation or regulatory policy as are necessary to permit:

- (a) the offer to be lawfully made to and accepted by holders of CSE Shares;
- (b) the acquisition of CSE Shares by Kagara; or
- (c) completion of the transactions contemplated by the Bidder's Statement, including the full, lawful and effectual implementation of the intentions set out in the Bidder's Statement,


are granted, given, made or obtained on an unconditional basis, remain in full force and effect, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew.

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Signing page

EXECUTED as an agreement: *

Executed by Kagara Limited


Signature of director

KIM ROBINSON
Name of director (print)

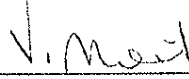

Signature of director/company secretary
(Please delete as applicable)

MARK ASHLEY
Name of director/company secretary (print)

Executed by Teck Australia Pty Ltd


Signature of director

FRED DALEY
Name of director (print)


Signature of director/company secretary
(Please delete as applicable)

Vicki Mori
Name of director/company secretary (print)

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