



Q. What is the proposed Arrangement?

- A. Pursuant to the Arrangement, Rio Tinto would acquire the Minority Shares, representing the approximately 49.2% of the Shares of Turquoise Hill not currently owned by Rio Tinto, for C\$43.00 in cash per Share by way of a Court-approved plan of arrangement pursuant to the provisions of the YBCA.

Q. What is the background and reasons for the proposed Arrangement?

- A. The Arrangement Agreement is the result of arm's length negotiations between the Special Committee, Rio Tinto and their respective advisors.

See "Special Factors – Background to the Arrangement" in the Circular for a summary of certain relevant background information that informed the Special Committee's deliberations as well as the principal events leading to the execution of the Arrangement Agreement and the public announcement of the Arrangement.

In determining that the Arrangement is in the best interests of the Corporation and fair to Minority Shareholders, the Special Committee, with the assistance of financial and legal advisors, carefully reviewed the Arrangement and the terms and conditions of the Arrangement Agreement and related agreements and documents and considered and relied upon a number of substantive factors, including those set out under "Special Factors – Position of Turquoise Hill as to Fairness of the Arrangement – Reasons for the Recommendation" in the Circular.

Q. Does the Special Committee support the Arrangement?

- A. Yes. The Special Committee, following careful consideration of, among other things, the Formal Valuation and the Fairness Opinions, the terms and conditions set forth in the Arrangement Agreement, the matters discussed under the heading "Special Factors – Position of Turquoise Hill as to Fairness of the Arrangement – Reasons for the Recommendation" in the Circular and advice from its financial advisor, unanimously determined that the Arrangement is in the best interests of the Corporation and fair to the Minority Shareholders and unanimously recommended that the Board determine that the Arrangement is in the best interests of the Corporation and fair to Minority Shareholders and recommend that the Minority Shareholders vote **IN FAVOUR** of the Arrangement Resolution. See "Special Factors – Recommendation of the Special Committee" in the Circular.

Q. Does the Board support the Arrangement?

- A. Yes. The Unconflicted Board of Directors, after receiving the unanimous recommendation of the Special Committee and following careful consideration of, among other things, the Formal Valuation and the Fairness Opinions, the terms and conditions set forth in the Arrangement Agreement, the matters discussed under the heading "Special Factors – Position of Turquoise Hill as to Fairness of the Arrangement – Reasons for the Recommendation" in the Circular and advice from financial advisors, unanimously determined that the Arrangement is in the best interests of the Corporation and fair to the Minority Shareholders and unanimously recommends that the Minority Shareholders vote **IN FAVOUR** of the Arrangement Resolution. See "Special Factors – Recommendation of the Board" in the Circular.

Q. Who has agreed to support the Arrangement?

- A. All independent directors and executive officers of the Corporation have entered into Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to vote all of their Shares **IN FAVOUR** of the Arrangement Resolution. See "The Arrangement – Voting Agreements" in the Circular.

Q. What approvals are required by Shareholders at the Meeting?

A: To be effective, the Arrangement Resolution must be approved by (i) at least two-thirds (66⅔%) of the votes cast by Shareholders present in person, virtually present or represented by proxy at the Meeting, voting as a single class; and (ii) a simple majority (more than 50%) of the votes cast by Shareholders present in person, virtually present or represented by proxy at the Meeting, excluding for the purposes of (ii) the votes attached to the Excluded Shares and the Shares held by any other Shareholders required to be excluded under MI 61-101. See “The Arrangement – Shareholder Approval of the Arrangement” in the Circular.

Q: What other approvals are required for the Arrangement?

A: The Arrangement requires approval by the Court under Section 195 of the YBCA. Prior to the mailing of this Circular, the Corporation obtained an Interim Order providing for the calling and holding of the Meeting and other procedural matters. The Corporation will apply to the Court for a Final Order if the Shareholders approve the Arrangement at the Meeting. The Court will consider, among other things, the procedural and substantive fairness of the Arrangement. See “Certain Legal Matters – Court Approvals and Completion of the Arrangement”.

Q: How will I know when all required approvals have been obtained?

A: If all the necessary approvals have been received and conditions to the completion of the Arrangement have been satisfied or waived, other than conditions that, by their terms, cannot be satisfied until the Effective Date, then Turquoise Hill will issue a press release disclosing such fact.

Q: When will the Arrangement become effective?

A: The Arrangement is currently scheduled to be completed on or about November 9, 2022 based on the assumption that all required Shareholder Approvals and Court approvals are obtained and all other conditions to the Arrangement are satisfied or waived prior to such date. It is not possible, however, to state with certainty when the Effective Date will occur. The Arrangement will become effective on the date shown on the Certificate of Arrangement to be endorsed by the Director on the Articles of Arrangement giving effect to the Arrangement in accordance with the YBCA. See “Certain Legal Matters – Implementation of the Arrangement and Timing”.

Q: If the Arrangement is approved by Shareholders at the Meeting, when will the Shares cease to be traded on stock exchanges?

A: The Corporation intends to apply to delist the Shares from the TSX, and the Shares will be delisted from the NYSE, as soon as practicable following the completion of the Arrangement. Following the Effective Date, it is expected that the Purchaser will cause the Corporation to apply to cease to be a reporting issuer under the securities legislation of each of the provinces and territories in Canada under which it is currently a reporting issuer (or equivalent), as well as under the U.S. Exchange Act, or take or cause to be taken such other measures as may be appropriate to ensure that the Corporation is not required to prepare and file continuous disclosure documents. See “Securities Law Matters – Stock Exchange Delisting and Reporting Issuer Status” in the Circular.

Q: What will I receive for my Shares under the Arrangement?

A: If the Arrangement becomes effective, Minority Shareholders will be entitled to receive Consideration of C\$43.00 in cash per Share, representing a 67% premium to the closing price of C\$25.68 of the Shares on the TSX on March 11, 2022, being the last trading day prior to the Purchaser's Initial Proposal.

Q: If I am a registered Shareholder, how do I receive my Consideration under the Arrangement?

A: Accompanying this Circular, is a form of proxy and Letter of Transmittal (for registered Shareholders). For a registered holder of Minority Shares (other than any Dissenting Shareholders) to receive the Consideration of C\$43.00 in cash per Share to which it, he or she, as the case may be, is entitled upon the completion of the Arrangement, she, he or it, as the case may be, must complete, sign and return the Letter of Transmittal together with her, his or its, as the case may be, Share certificate(s) and/or DRS Advice, as applicable, and any other required documents and instruments to the Depository named in the Letter of Transmittal in accordance with the procedures set out therein.

Q: What happens if I do not surrender the certificates representing my Shares in order to receive the Consideration under the Arrangement?

A: Until surrendered, each certificate that immediately prior to the Effective Time represented Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement. Any such certificate formerly representing Shares not duly surrendered on or before the sixth (6th) anniversary of the Effective Date shall cease to represent a claim by or interest of any former Shareholder of any kind or nature against or in the Corporation or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Corporation, as applicable, and shall be paid over by the Depositary to the Purchaser as directed by the Purchaser. See “The Arrangement – Payment of Consideration” in the Circular.

Q: What will happen to the Corporation if the Arrangement is completed?

A: If the Arrangement becomes effective, former Minority Shareholders will be entitled to receive the Consideration for their Shares and the only Shareholders of the Corporation in exchange will be wholly-owned Subsidiaries of Rio Tinto plc, including the Purchaser and the Corporation will become a privately held corporation and an indirect wholly owned Subsidiary of Rio Tinto and there will be no public market for its Shares.

Q. What will happen if the Arrangement Resolution is not passed or the Arrangement is not completed for any reason?

A: If the Arrangement Resolution is not passed or the Arrangement is not completed for any reason, the Arrangement Agreement may be terminated. If this occurs, the Corporation will continue as a publicly-traded entity and continue to pursue its business plan on a stand-alone basis. Note that failure to complete the Arrangement could have an adverse effect on the Share price or on the Corporation's operations, financial condition or prospects. See “Risk Factors” in the Circular. Furthermore, pursuant to the terms of the Arrangement Agreement, the Corporation may, in certain circumstances, be required to pay the Expense Reimbursement Amount to the Purchaser, the result of which could have an adverse effect on the Corporation's financial position.

Q. Are there risks associated with the Arrangement?

A: In evaluating the Arrangement, Shareholders should consider the risk factors relating to the Arrangement including, but not limited to: (i) there can be no certainty that all conditions precedent to the Arrangement will be satisfied; and (ii) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a change having a Material Adverse Effect or if holders of more than 12.5% of the outstanding Shares exercise Dissent Rights.

Any failure to complete the Arrangement could materially and negatively impact the trading price of the Shares. You should carefully consider the risk factors described in the section “Risk Factors” in the circular in evaluating the approval of the Arrangement Resolution. Readers are cautioned that such risk factors are not exhaustive

Q. Is there a termination fee if the Arrangement Resolution is not approved by Turquoise Hill's Shareholders?

A: There is no termination fee payable by either party if the Arrangement Resolution is not approved by Shareholders. However, if the Shareholder Approvals for the Arrangement are not obtained and certain other conditions are satisfied, the Purchaser has agreed in the Arrangement Agreement to pay the Expense Reimbursement Amount of US\$15,000,000 to the Corporation which would defray a portion of the Corporation's out-of-pocket fees, costs and expenses incurred in connection with the Arrangement. The Arrangement Agreement also provides that the Corporation will be required to pay the Expense Reimbursement Amount of US\$15,000,000 to the Purchaser if the Arrangement Agreement is terminated and certain other conditions are satisfied.

Q. The Pentwater Funds have reported that they have beneficial ownership of in excess of 13.7% of the outstanding Shares and have publicly stated that they do not support the Arrangement and are

considering legal actions including exercising Dissent Rights under the Arrangement. If the Pentwater Funds do exercise Dissent Rights, can the Arrangement proceed?

- A. Under the Arrangement Agreement, the Purchaser's obligation to complete the Arrangement is subject to a number of conditions in its favour, including that the number of Shares held by Shareholders who validly exercise Dissent Rights does not exceed 12.5% of the Shares issued and outstanding on the date of the Arrangement Agreement. If Dissent Rights are validly exercised by Shareholders holding in excess of 12.5 % of the issued and outstanding Shares, and the Purchaser and Rio Tinto plc, in their sole discretion, do not waive this condition on or before the Outside Date, the Purchaser and Rio Tinto plc will not be obligated to complete the Arrangement and any of the Corporation, the Purchaser or Rio Tinto plc may then terminate the Arrangement Agreement, in which case the Purchaser will be required to pay to the Corporation the Expense Reimbursement Amount.