



CAPITAL STRUCTURE

AQX [Ordinary Shares on issue] 225M

AQXO [Options] 121M [3c Exp. 30 Sep 2017]

PROJECTS

Queensland

EPM 25520 Ngurupai (Horn Island)

EPM 25418 Kaiwalagal

New South Wales

EL 8225 Looking Glass

EL 8469 Mendooran

BOARD & MANAGEMENT

Phillip Harman

Non-Executive Chairman

Andrew Buxton

Managing Director

Mark Kerr

Non-Executive Director

Anne Adaley

Company Secretary & CFO

SUBSTANTIAL SHAREHOLDERS

Andrew Buxton 19.11%

Mark Kerr 9.02%

Monzonite Inv. 8.31%

Maplefern 7.71%

Finico ATF Morris Family 5.40%

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HEADS OF AGREEMENT WITH NEWCREST

Alice Queen Limited (**Alice Queen** or the **Company**) is pleased to announce that it has entered a conditional Heads of Agreement with Newcrest Operations Limited (**Newcrest**) for a proposed farm-in on the Company's Mendooran Project (**Tenements**). The Heads of Agreement requires the parties to negotiate in good faith to enter into a farm-in agreement under which Newcrest will have the right to earn up to an 80% interest by incurring exploration expenditure of not less than \$10 million (**Proposed Farm-In**).

The key commercial terms of the Proposed Farm-In, which is subject to the conditions set out below, will be as follows:

- Newcrest will have an option to obtain the right to earn an interest in the Tenements by incurring \$2,000,000 of exploration expenditure within 24 months of the execution of formal agreements [Option Expenditure], with an obligation to incur at least \$1,000,000 of exploration expenditure prior to withdrawal.
- Subject to completing the Option Expenditure, Newcrest will have the right to earn a 51% interest in the Tenements by incurring not less than \$3,000,000 of exploration expenditure during the 24-months following completion of the Option Expenditure [Stage 1].
- Subject to completing Stage 1, Newcrest will have the right to earn a further 29% interest (giving it an aggregate 80% interest) in the Tenements by incurring not less than \$5,000,000 of exploration expenditure during the 60 months following completion of Stage 1.

Under the terms of the Proposed Farm-In the Company will also agree to grant rights of exclusivity to Newcrest over the Looking Glass Project during the term of the Farm-In Agreement.

The parties are not obligated to proceed with the Proposed Farm-In unless and until:

- They agree on the final terms of, and enter into, formal documentation in relation to the Proposed Farm-in, such formal documentation to be consistent with agreed key principles which include the commercial terms set out above. The Heads of Agreement enables either party to terminate where formal documentation is not agreed by 1 April 2017 (which date may be extended by agreement).
- Newcrest being satisfied, in its absolute discretion, with the results of legal and commercial due diligence.



ALICE QUEEN
LIMITED

Alice Queen's Managing Director, Andrew Buxton, commented: "It is very pleasing to be forming a relationship with a company like Newcrest, who has the scale, the expertise and the experience to assist in unlocking the value of our New South Wales tenements. Most importantly, however, is that this relationship is based on a common goal, that being to find the next Cadia Valley".

The Company will provide further updates on the progress of the Proposed Farm-In in due course.

For and on behalf of the Company,

Mr. Andrew Buxton

Managing Director

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