



19 April 2016

ASX Release

Unity Mining Limited
ABN 61 005 674 073

Corporate Details:

ASX Code: UML

Issued capital:

1,143M Ordinary Shares
2.34M Unlisted Perf. Rights
43.2M Unlisted Options

Directors:

Non-Executive Chairman:
Clive Jones

Acting Managing Director:
Frank Terranova

Non-Executive Director:
Gary Davison

Contact Details:

Unity Mining Limited
Level 10
350 Collins Street
Melbourne
Victoria 3000
Australia

Tel: +61 (0)3 8622 2300
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kparker@unitymining.com.au

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www.unitymining.com.au

Amendment to Scheme Implementation Agreement

Unity Mining Limited (ASX: UML, "Unity" or the "Company") and Diversified Minerals Pty Ltd ("Diversified Minerals") have executed a further Amendment to the Scheme Implementation Agreement to formalise the revised transaction terms as were announced to ASX on 13 April 2016, pursuant to which the total cash payments to be received by Unity Shareholders were **increased to 3.3 cents per Unity Share**.

The Second Amendment to Scheme Implementation Agreement executed by Unity and Diversified Minerals, together with a Second Further Deed Poll executed by Diversified Minerals, are **attached** to this announcement.

For further information contact

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Second Amendment to Scheme Implementation Agreement

Unity Mining Limited

Diversified Minerals Pty Ltd

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com
Email - richard.lustig@bakermckenzie.com
Email - riccardo.troiano@bakermckenzie.com

Title **Second Amendment to Scheme Implementation Agreement**

Date 19 April 2016

Parties **Unity Mining Limited** (ACN 005 564 073) of Level 10, 350 Collins Street,
Melbourne VIC 3000 (**Target**)

Diversified Minerals Pty Ltd (ACN 603 135 584) of 1668-1670 Forest Road,
Orange, NSW 2800 (**Bidder**)

Recitals

- A Bidder and Target entered into a Scheme Implementation Agreement dated 6 December 2015 as amended by letter agreement dated 10 February 2016 and as further amended by the Amendment to SIA (**SIA**).
- B By virtue of the fact that the resolution set out in clause 2.1 of the Amendment to SIA has not been, and will not be, put to Scheme Shareholders for approval, the Amended Scheme of Arrangement has not, and will not, come into effect.
- C Bidder and Target have agreed to further amend the SIA on the basis set out in this Agreement.

Operative provisions

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

Amended Scheme of Arrangement means the scheme of arrangement in the form set out in Attachment 2 to the Amendment to SIA.

Amendment to SIA means the Amendment to Scheme Implementation Agreement entered into between Target and Bidder dated 7 April 2016.

Further Amended Scheme of Arrangement means the scheme of arrangement in the form set out in Attachment 2 to this Agreement.

Further Deed Poll means the Further Deed Poll entered into by Bidder dated 7 April 2016.

Second Further Deed Poll means the deed poll in the form set out in Attachment 1 to this Agreement.

Further Options Cancellation Deed means a Further Options Cancellation Deed entered into between the Target and a holder of Options dated on or about 6 April 2016 or 7 April 2016.

Second Further Options Cancellation Deed means a deed substantially in the form set out in Attachment 3 to this Agreement.

- 1.2 A word or phrase other than one defined in this Agreement which is defined in the SIA has the same meaning when used in this Agreement.
- 1.3 Clauses 1.2 to 1.4 (inclusive), 14, 15 and 16.2 to 16.20 (inclusive) of the SIA apply to this Agreement (with any necessary changes being made) as if set out in full in this Agreement.

2. Amendment to the SIA and Amendment to SIA

- 2.1 Subject to a resolution in the following form (or such other form as agreed between Bidder and Target) being put to Target Shareholders (other than Excluded Shareholders) at the Scheme Meeting and being approved by Target Shareholder Approval as if the required majorities for Target Shareholder Approval were applicable to the passage of this resolution:

"That the Scheme of Arrangement (the terms of which are set out in Annexure 4 to the Explanatory Booklet dated 19 February 2016) is modified by deleting the definition of Scheme Consideration and replacing it with:

Scheme Consideration means 2.3 cents in respect of each Scheme Share."

the SIA is amended by:

- (a) deleting the definition of Scheme Consideration in clause 1.1 and replacing it with:
Scheme Consideration means 2.3 cents in respect of each Scheme Share.
- (b) deleting the document entitled Scheme of Arrangement attached as Annexure 3 to the SIA and replacing it with the document entitled Further Amended Scheme of Arrangement attached as Attachment 2 to this Agreement.

- 2.2 The Amendment to SIA is hereby amended by deleting clause 2.1 of the Amendment to SIA.
-

3. Ancillary Provisions

- 3.1 Bidder irrevocably undertakes to execute the Second Further Deed Poll simultaneously with the execution of this Agreement.
- 3.2 Bidder irrevocably consents to Target and each holder of Options cancelling their Further Options Cancellation Deed and signing a Second Further Options Cancellation Deed.
- 3.3 Bidder irrevocably undertakes to Target to consent to the amendments to the Scheme on the terms stated in the Further Amended Scheme of Arrangement.
- 3.4 The amendments to the SIA in clause 2.1 do not affect the validity or enforceability of the SIA or any other document contemplated by it.
- 3.5 Nothing in this Agreement:
- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the SIA or any other document contemplated by it before the date of this Agreement; or
 - (b) discharges, releases or otherwise affects any liability or obligation arising under the SIA or any other document contemplated by it before the date of this Agreement.
- 3.6 On and with effect from the date of this Agreement each party is bound by the SIA as amended by this Agreement.
- 3.7 Each party acknowledges that this Agreement is entered into in accordance with the SIA.

Execution

Executed as an agreement.

Signed by
Unity Mining Limited
by a director and secretary/director:



Signature of director

Frank Terranova

Name of director (please print)



Signature of director/secretary

Melanie Leydin (Company Secretary)

Name of director/secretary (please print)

Signed by
Diversified Minerals Pty Ltd
by the sole director and sole company
secretary:



Signature of sole director and sole company
secretary

ANDREW ROUSE

Name of director and sole company secretary
(please print)



Signature of witness

PENELOPE LAVERIE

Name of witness (please print)

Attachment 1

Second Further Deed Poll

Second Further Deed Poll

By Diversified Minerals Pty Ltd

in favour of each Scheme Shareholder

1734575-v6\MELDMS Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com
Email - richard.lustig@bakermckenzie.com
Email - riccardo.troiano@bakermckenzie.com

Title **Second Further Deed Poll**

Date 19 April 2016

By Diversified Minerals Pty Ltd (ACN 603 135 584) of 1668-1670 Forest Road, Orange, NSW 2800 (**Bidder**)

in favour of Each holder of issued fully paid ordinary shares in Unity Mining Limited (ACN 005 564 073) (**Target**) as at the Scheme Record Date (**Scheme Shareholders**)

Recitals

- A Target and Bidder are parties to a Scheme Implementation Agreement dated 6 December 2015 as amended by a letter agreement dated 10 February 2016 as amended by the Amendment to Scheme Implementation Agreement dated 7 April 2016 and as further amended by the Second Amendment to Scheme Implementation Agreement (**Scheme Implementation Agreement**).
- B Bidder entered into a Deed Poll dated 17 February 2016 (**Deed Poll**).
- C Bidder entered into a Further Deed Poll dated 7 April 2016 (**Further Deed Poll**) which has not, and will not, have any effect by virtue of the fact that the resolution set out in clause 2.1 of the Further Deed Poll has not been, and will not be, put to Scheme Shareholders for approval.
- D Bidder and Target have agreed that Bidder will enter into this Second Further Deed Poll on the basis set out in it.

Operative provisions

1. Definitions and interpretation

- 1.1 In this Second Further Deed Poll, unless the context otherwise requires:

Second Amendment to Scheme Implementation Agreement means the document by that name entered into between Target and Bidder dated on or about the date of this Second Further Deed Poll.

Scheme has the meaning given to that term in the Scheme Implementation Agreement
- 1.2 Words and phrases other than defined in this Second Further Deed Poll which are defined in the Scheme have the same meanings in this Second Further Deed Poll unless the context requires otherwise.
- 1.3 Clause 1.1 of the Scheme applies to the interpretation of this Second Further Deed Poll except that references to "this document" in that clause are to be read as references to "this Second Further Deed Poll".
- 1.4 Clauses 2, 3 and 5 to 8 of the Deed Poll apply to this Second Further Deed Poll (with any necessary changes being made) as if set out in full in this Second Further Deed Poll.

2. Bidder Undertaking

- 2.1 Subject to a resolution in the following form (or such other form as agreed between Bidder and Target) being put to Target Shareholders (other than Excluded Shareholders) at the Scheme Meeting and being approved by Target Shareholder Approval as if the required majorities for Target Shareholder Approval were applicable to the passage of this resolution:

"That the Scheme of Arrangement (the terms of which are set out in Annexure 4 to the Explanatory Booklet dated 19 February 2016) is modified by deleting the definition of Scheme Consideration and replacing it with:

Scheme Consideration means 2.3 cents in respect of each Scheme Share."

Scheme Consideration in the Deed Poll means the Scheme Consideration in the Scheme as amended by the Second Amendment to Scheme Implementation Agreement, and the Deed Poll will continue to bind Bidder to satisfy its obligations under the Deed Poll.

3. Ancillary Provisions

- 3.1 The undertaking given by Bidder in clause 2.1 does not affect the validity or enforceability of the Deed Poll or any other document contemplated by it.
- 3.2 Nothing in this Second Further Deed Poll:
- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Deed Poll or any other document contemplated by it before the date of this Second Further Deed Poll; or
 - (b) discharges, releases or otherwise affects any liability or obligation arising under the Deed Poll or any other document contemplated by it before the date of this Second Further Deed Poll.

Execution

Executed as a deed.

Signed by
Diversified Minerals Pty Ltd
by the sole director and secretary:

Signature of sole director and secretary

Signature of witness

Name of sole director and secretary (please print)

Name of witness (please print)

Attachment 2

Further Amended Scheme of Arrangement

**Further Amended Scheme of
Arrangement**

Unity Mining Limited
Scheme Shareholders

1734575-v6\MELDMS Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com
Email - richard.lustig@bakermckenzie.com
Email - riccardo.troiano@bakermckenzie.com

Further Amended Scheme of Arrangement

pursuant to section 411 of the *Corporations Act 2001* (Cth)

between **Unity Mining Limited** (ACN 005 564 073) of Level 10, 350 Collins Street,
Melbourne VIC 3000 (**Target**)

and **Scheme Shareholders**

Operative provisions

1 Definitions

In this document, unless the context requires otherwise:

ADI has the meaning given in the *Banking Act 1959* (Cth)

ASIC means the Australian Securities and Investments Commission.

ASPL means ASX Settlement Pty Ltd (ABN 49 008 504 532).

Associate has the meaning given in Division 2 of Part 1.2 of the Corporations Act as if section 12(1) of that Act included a reference to this Agreement and Target were the designated body.

ASX means ASX Limited (ACN 008 624 691) or, where the context requires, the securities market which it operates.

ASX Settlement Rules means the ASX Settlement Operating Rules.

Bidder means Diversified Minerals Pty Ltd (ACN 603 135 584) of 1668-1670 Forest Road, Orange, NSW 2800.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria.

CHESS means the Clearing House Electronic Subregister System of share transfers operated by ASPL.

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

Court means the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed in writing by Bidder and Target.

Deed Polls means the deed polls in respect of the Scheme executed by Bidder in favour of each Scheme Shareholder.

Effective means, when used in relation to the Scheme, the coming into effect, under section 411(10) of the *Corporations Act*, of the Scheme Order.

Effective Date means the date on which an office copy of the Scheme Order approving the Scheme is lodged with ASIC.

Excluded Shareholder means Bidder and any Associate of the Bidder that is a Target Shareholder.

Implementation Date means the third Business Day after the Scheme Record Date, or such other day as Bidder and Target agree in writing.

Register means the register of shareholders of Target.

Registered Account has the meaning given in clause 4.6(a).

Registered Address means the address of each Scheme Shareholder as recorded in the Register as at the Scheme Record Date.

Related Body Corporate has the meaning given in the Corporations Act.

Scheme means this scheme of arrangement under Part 5.1 of the Corporations Act between Target and Scheme Shareholders, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Target and Bidder.

Scheme Consideration means 2.3 cents in respect of each Scheme Share.

Scheme Implementation Agreement means the scheme implementation agreement dated 6 December 2015 between Target and Bidder as amended by letter agreement dated 10 February 2016, as amended by Amendment to Scheme Implementation Agreement dated 7 April 2016 and as further amended by the Second Amendment to Scheme Implementation Agreement dated 19 April 2016.

Scheme Meeting means the meeting of Target Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act in relation to the Scheme.

Scheme Order means the orders of the Court approving the Scheme, with or without modification, under section 411(4)(b) of the Corporations Act.

Scheme Record Date means 7.00 pm on the fifth Business Day after the Effective Date.

Scheme Share means a Target Share held by a Scheme Shareholder as at the Scheme Record Date.

Scheme Shareholder means each person who holds a Target Share as at the Scheme Record Date other than an Excluded Shareholder.

Second Court Date means the first day on which the Court hears the application for the Scheme Order, or if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned or appealed application is heard.

Sunset Date means:

- (a) 5.00 pm on 30 June 2016 or, if clause 6.4 applies, then the date determined in accordance with clause 6.4(b) of the Scheme Implementation Agreement; or
- (b) such other date and time as agreed in writing between Target and Bidder.

Target Share means an issued fully paid ordinary share in Target.

Target Shareholder means each person who is registered in the Register as a holder of a Target Share.

Target Share Registry means Boardroom Pty Limited.

Trust Account has the meaning given in clause 4.5.

Interpretation

1.1 In this document:

- (a) unless the context requires otherwise, a reference:
 - (i) to the singular includes the plural and vice versa;
 - (ii) to a gender includes all genders;
 - (iii) to a document or instrument is a reference to that document or instrument as amended, consolidated, supplemented, novated or replaced;
 - (iv) to a clause, paragraph, Schedule or Annexure is to a clause, paragraph, Schedule or Annexure of or to this document;
 - (v) to a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
 - (vi) to any time is to Melbourne time;
 - (vii) to "\$" is to the lawful currency of Australia;
- (b) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) headings are for convenience only and do not affect interpretation of this document;
- (e) if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day; and
- (f) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

2 Preliminary

Target

- 2.1 Target is a public company limited by shares, incorporated in Australia and taken to be registered in Victoria. Its registered office is at Level 10, 350 Collins Street, Melbourne VIC 3000.
- 2.2 Target is admitted to the official list of ASX and Target Shares are quoted on ASX.
- 2.3 As at 4 April 2016, Target's issued equity securities comprise:
 - (a) 1,143,084,568 Target Shares;
 - (b) 43,227,196 Options; and
 - (c) 1,623,844 Performance Rights,

Bidder

- 2.4 Bidder is a company limited by shares, incorporated in Australia. Its registered office is at 1668-1670 Forest Road, Orange, NSW 2800.

- 2.5 Bidder may nominate a wholly owned Subsidiary of Bidder (**Nominee**) to pay the Scheme Consideration and to be the entity to which the Scheme Shares will be transferred in accordance with the Scheme if the Scheme becomes Effective.
- 2.6 Bidder must procure that the Nominee complies with the obligations of the Bidder under the Scheme.
- 2.7 Despite the above, Bidder will continue to be bound by all of the obligations of Bidder under the Scheme and will not be released from any obligations or liabilities under the Scheme. However, Target agrees that Bidder will not be in breach of this Agreement for failing to discharge an obligation of Bidder under this Agreement if the Nominee fully discharges that obligation.

Effect of Scheme

- 2.8 If the Scheme becomes Effective:
- (a) Bidder will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with the terms of the Scheme;
 - (b) all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date, will be transferred to Bidder and Target will enter Bidder in the Register as the holder of the Scheme Shares.
 - (c) in consideration of the transfer of the Scheme Shares, subject to Bidder depositing funds into the Trust Account in accordance with clause 4.5, Target will pay or procure the payment of the Scheme Consideration to each Scheme Shareholder on behalf of the Bidder in accordance with the Scheme.

Scheme Implementation Agreement

- 2.9 Target and Bidder have entered into the Scheme Implementation Agreement which sets out the terms on which Target and Bidder have agreed to implement the Scheme.

Deed Polls

- 2.10 The Scheme attributes actions to Bidder but does not itself impose an obligation on Bidder to perform those actions. Bidder has executed the Deed Polls in favour of each Scheme Shareholder under which it has covenanted, subject to the Scheme becoming Effective, to perform certain steps attributed to it under the Scheme and to do all things necessary or desirable to implement the Scheme, including to pay or procure the payment of Scheme Consideration.

3 Conditions precedent

Conditions precedent to Scheme

- 3.1 The Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:
- (a) all of the conditions precedent set out in clause 3.1 of the Scheme Implementation Agreement, other than those in clauses 3.1(c) and 3.1(d), having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement, before 8:00 am on the Second Court Date or such other time specified in that condition precedent;
 - (b) as at 8.00 am on the Second Court Date, neither the Scheme Implementation Agreement nor any Deed Poll having been terminated in accordance with its terms;

- (c) the Court making the Scheme Order;
- (d) any other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Scheme, and which are acceptable to Target and Bidder, having been satisfied; and
- (e) the Scheme Order (and, if applicable, any orders under section 411(6)) of the Corporations Act approving the Scheme coming into effect, under section 411(10) of the Corporations Act, on or before the Sunset Date,

and the provisions of clauses 4, 5 and 6 will not come into effect unless and until each of these conditions precedent has been satisfied.

Certificate in relation to conditions precedent

- 3.2 Prior to or at the Court hearing on the Second Court Date, Target and Bidder will each provide to the Court a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent to the Scheme other than those in clauses 3.1(c), 3.1(d) and 3.1(e), have been satisfied or waived.
- 3.3 The giving of a certificate by each of Target and Bidder under clause 3.2 will, in the absence of manifest error, be conclusive evidence of the satisfaction or waiver of the conditions precedent referred to in the relevant certificate.

Termination

- 3.4 Without limiting any rights under the Scheme Implementation Agreement, if the Scheme Implementation Agreement is terminated in accordance with its terms before the Scheme becomes Effective, each of Bidder and Target are released from:
 - (a) any further obligation to take steps to implement the Scheme; and
 - (b) any liability with respect to the Scheme.

Sunset Date

- 3.5 The Scheme will lapse and have no further force or effect if the Effective Date has not occurred on or before the Sunset Date.

4 Implementation of Scheme

Lodgement of Scheme Order

- 4.1 Target must lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Scheme Order as soon as practicable, and in any event by no later than 5.00 pm on the first Business Day after the date on which the Court makes that Scheme Order.

Transfer of Scheme Shares

- 4.2 Subject to the Scheme becoming Effective and the payment of the Scheme Consideration in accordance with clause 4.5, on the Implementation Date the Scheme Shares, together with all rights and entitlements attaching to them as at the Implementation Date, will be transferred to Bidder without the need for any further act by any Scheme Shareholder by:
 - (a) Target delivering to Bidder a duly completed share transfer form executed on behalf of the Scheme Shareholders (which may be a master share transfer form) to transfer all the Scheme Shares to Bidder;

- (b) Bidder duly executing this transfer form and delivering this transfer form to Target for registration; and
 - (c) to the extent applicable, Target effecting a valid transfer of Scheme Shares under section 1074D of the Corporations Act.
- 4.3 As soon as practicable after receipt of the transfer form or completion of the transfer procedure, Target must enter the name and address of Bidder in the Register as the holder of the Scheme Shares.
- 4.4 To the extent permitted by law, the Scheme Shares will be transferred to Bidder free from all mortgages, charges, liens, encumbrances, pledges, security interests and other interests of third parties of any kind.

Payment of Scheme Consideration

- 4.5 Target must use its best endeavours to procure that by no later than the Business Day before the Implementation Date, Bidder deposits in cleared funds an amount equal to the aggregate amount of the Scheme Consideration payable to each Scheme Shareholder, in an Australian dollar denominated trust account operated by Target (**Trust Account**) as trustee for the Scheme Shareholders (except that any interest on the amount will be for the account of Bidder).
- 4.6 Subject to funds having been deposited in accordance with clause 4.5, by no later than 3 Business Days after the Implementation Date, Target must pay or procure the payment from the Trust Account to each Scheme Shareholder an amount equal to the number of Scheme Shares held by the Scheme Shareholder multiplied by the Scheme Consideration by:
- (a) making or procuring a deposit into an account with an ADI in Australia notified by the Scheme Shareholder to Target and recorded in or for the purposes of payment of dividends or the Scheme Consideration and the contemporaneous capital return in the Register as at the Scheme Record Date (**Registered Account**); or
 - (b) if Target has not been notified by the Scheme Shareholder of a Registered Account, despatching or procuring the despatch to the Scheme Shareholder of a cheque, by pre-paid ordinary post (or, if the Registered Address of the Scheme Shareholder is outside Australia, by pre-paid airmail post) in an envelope addressed to the Registered Address as at the Record Date. In the case of Scheme Shares held in joint names any cheque required to be paid to Scheme Shareholders will be payable to the joint holders and be sent to the holder whose name appears first in the Register as at the Scheme Record Date.

Unclaimed Consideration

- 4.7 If:
- (a) in the case of a deposit under clause 4.6(a), the deposit is rejected or refunded or a Registered Account which has previously been notified is no longer valid; or
 - (b) in the case of the despatch of a cheque under clause 4.6(b), a cheque properly despatched by or on behalf of Target is:
 - (i) returned to Target (or its agents) as undelivered;
 - (ii) not presented by a Scheme Shareholder within six months after the Implementation Date; or

- (iii) Target reasonably believes that a Scheme Shareholder is not known at a Scheme Shareholder's Registered Address,

then Target may cancel the relevant cheque and credit the amount payable to the relevant Scheme Shareholder to a separate bank account of Target to be held until the Scheme Shareholder claims the amount, or the amount is dealt with in accordance with any applicable unclaimed moneys legislation. An amount credited to the account is to be treated as having been paid to the Scheme Shareholder when credited to the account. Target must maintain records (for the minimum period required by applicable law) of the amounts paid, the people who are entitled to the amounts, and any transfers of the amounts.

5 Dealings in Target Shares

Determination of Scheme Shareholders

- 5.1 Each Scheme Shareholder will be entitled to participate in the Scheme.
- 5.2 For the purpose of determining who is a Scheme Shareholder, dealings in Target Shares will only be recognised if:
- (a) in the case of dealings of the type to be effected by CHESSE, the transferee is registered in the Register as the holder of the relevant Target Shares by the Scheme Record Date; and
 - (b) in all other cases, share transfer forms in registrable form or transmission applications in respect of those dealings are received by the Target Share Registry by the Scheme Record Date.

Target's obligation to register

- 5.3 Target must register any registrable transfers or transmission applications of the kind referred to in clause 5.2(b) by the Scheme Record Date.

Transfers after the Scheme Record Date

- 5.4 If the Scheme becomes Effective, a Target Shareholder (and any person claiming through that holder) must not dispose of, or purport or agree to dispose of, any Target Shares or any interest in them after the Scheme Record Date (other than a transfer to Bidder in accordance with the Scheme and any subsequent transfers by Bidder or its successors in title).
- 5.5 Target will not accept for registration, nor recognise for any purpose, any transfer or transmission application in respect of Target Shares received after the Scheme Record Date (other than a transfer to Bidder in accordance with the Scheme and any subsequent transfers by Bidder or its successors in title).

Maintenance of Register

- 5.6 For the purpose of determining entitlements to the Scheme Consideration, Target will, until the Scheme Consideration has been paid or dispatched to Scheme Shareholders, maintain or procure the maintenance of the Register in accordance with this clause 5. The Register in this form will solely determine entitlements to the Scheme Consideration.

Effect of certificates and holding statements

- 5.7 From the Scheme Record Date, each certificate or holding statement for Scheme Shares will cease to have any effect as a document of title in respect of the Scheme Shares or otherwise (other than holding statements in favour of Bidder and its successors in title).

- 5.8 Each entry on the Register as at the Scheme Record Date will cease to have any effect other than as evidence of the entitlements of Scheme Shareholders to the Scheme Consideration in respect of the Scheme Shares relating to that entry.

Information to be made available to Bidder

- 5.9 As soon as reasonably practicable after the Scheme Record Date and in any event at least three Business Days before the Implementation Date, Target will give to Bidder or as it directs or procure that Bidder be given or as it directs, details of the name, address and number of Scheme Shares held by each Scheme Shareholder as shown in the Register at the Scheme Record Date in the form Bidder reasonably requires.

6 Quotation of Target Shares

- 6.1 Target will apply to ASX for suspension of trading of Target Shares on ASX with effect from the close of trading on the Effective Date.
- 6.2 If the Scheme has been fully implemented in accordance with its terms, on the date determined by Bidder, Target will apply to ASX for the termination of the official quotation of Target Shares on ASX and to have Target removed from the official list of ASX.

7 General Scheme provisions

Appointment of Target as agent and attorney

- 7.1 Each Scheme Shareholder, without the need for any further act, irrevocably appoints Target and each of the directors and officers of Target (jointly and severally) as its agent and attorney for the purpose of doing all things and executing all deeds, instruments, transfers and other documents that may be necessary or desirable to give full effect to the Scheme and the transactions contemplated by it, including but not limited to:
- (a) enforcing the Deed Polls against Bidder;
 - (b) in the case of Scheme Shares in a CHESS holding:
 - (i) causing a message to be transmitted to ASPL in accordance with the ASX Settlement Rules to transfer the Scheme Shares held by the Scheme Shareholder from the CHESS subregister of Target to the issuer sponsored subregister operated by Target or the Target Share Registry at any time after Bidder has paid or procured the payment of the Scheme Consideration which is due under this Scheme to Scheme Shareholders; and
 - (ii) completing and signing on behalf of Scheme Shareholders any required form of transfer of Scheme Shares;
 - (c) in the case of Scheme Shares registered in the issuer sponsored subregister operated by Target or the Target Share Registry, completing and signing on behalf of Scheme Shareholders any required form of transfer; and
 - (d) in all cases, executing any document or doing any other act necessary or desirable to give full effect to this Scheme and the transactions contemplated by it, including executing a proper instrument of transfer of Scheme Shares for the purposes of section 1071B of the Corporations Act (which may be a master transfer of all the Scheme Shares),

and Target accepts such appointment. Target, as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 7.1 to all or any of its directors and officers (jointly, severally or jointly and severally).

- 7.2 Target may sub-delegate its functions, authorities or powers under clause 7.1 as agent and attorney of each Scheme Shareholder to any or all of its directors or officers.

Agreement by Scheme Shareholders

- 7.3 Each Scheme Shareholder agrees to:

- (a) the transfer of its Scheme Shares together with all rights and entitlements attaching to those Scheme Shares to Bidder in accordance with the terms of the Scheme; and
- (b) the variation, cancellation or modification (if any) of the rights attached to its Target Shares constituted by or resulting from the Scheme.

Warranty by Scheme Shareholders

- 7.4 Each Scheme Shareholder is deemed to have warranted to Target, and is deemed to have authorised Target to warrant to Bidder as agent and attorney for the Scheme Shareholder, that:

- (a) all of its Scheme Shares (including all rights and entitlements attaching to them) transferred to Bidder under the Scheme will, on the date of the transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests and other interests of third parties of any kind; and
- (b) it has full power and capacity to sell and transfer its Scheme Shares (including all rights and entitlements attaching to them) to Bidder.

Title to Scheme Shares

- 7.5 On and from the Implementation Date, subject to Bidder depositing the Scheme Consideration in accordance with clause 4.5, and pending registration by Target of Bidder in the Register as the holder of the Scheme Shares, Bidder will be beneficially entitled to the Scheme Shares.

Appointment of Bidder as sole proxy

- 7.6 On and from the Implementation Date, subject to Bidder depositing the Scheme Consideration in accordance with clause 4.5, and until registration by Target of Bidder in the Register as the holder of the Scheme Shares, each Scheme Shareholder:

- (a) without the need for any further act irrevocably appoints Bidder and each of its directors, officers and secretaries (jointly and each of them separately) as its agent and attorney to appoint an officer or agent nominated by Bidder as its sole proxy and where applicable, corporate representative to:
 - (i) attend shareholders' meetings of Target;
 - (ii) exercise the votes attached to the Scheme Shares registered in the name of the Scheme Shareholder; and
 - (iii) sign any shareholders' resolution of Target;
- (b) undertakes not to attend or vote at any such meetings or sign any such resolutions, whether in person, by proxy or by corporate representative other than under clause 7.6;
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Bidder reasonably directs; and

- (d) acknowledges and agrees that in exercising the powers referred to in this clause 7.6, Bidder and each of the directors, officers and secretaries of Bidder may act in the best interests of Bidder as the intended registered holder of the Scheme Shares.

- 7.7 Target undertakes in favour of each Scheme Shareholder that it will appoint the officer or agent nominated by Bidder as that Scheme Shareholder's proxy or, where applicable, corporate representative in accordance with clause 7.6(a).

Scheme alterations and conditions

- 7.8 If the Court proposes to approve the Scheme subject to any alterations or conditions under section 411(6) of the Corporations Act, Target may, by its counsel or solicitors, and with the consent of Bidder, consent to those alterations or conditions on behalf of all persons concerned, including, for the avoidance of doubt, all Scheme Shareholders.

Effect of Scheme

- 7.9 The Scheme binds Target and all Scheme Shareholders (including those who do not attend the Scheme Meeting, do not vote at the meeting or vote against the Scheme) and, to the extent of any inconsistency and to the extent permitted by law, overrides the constitution of Target.

No liability when acting in good faith

- 7.10 Neither Target nor Bidder, nor any of their respective officers or agents, will be liable to a Target Shareholder for anything done or omitted to be done in the performance of the Scheme in good faith.

Notices

- 7.11 Where a notice, transfer, transmission application, direction or other communication referred to in the Scheme is sent by post to Target, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at Target's registered office or at the Target Share Registry.
- 7.12 The accidental omission to give notice of the Scheme Meeting or the non-receipt of such a notice by any Target Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

Further assurances

- 7.13 Each party must, at its own expense, whenever requested by the other party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this Scheme and the transactions contemplated by this Scheme.

Costs and stamp duty

- 7.14 Bidder will pay all stamp duty (if any) and any related fines, penalties and interest payable on the transfer by Scheme Shareholders of the Scheme Shares to Bidder.

Governing law and jurisdiction

- 7.15 This Agreement is governed by the laws of Victoria. Each party irrevocably and unconditionally:
 - (a) submits to the non-exclusive jurisdiction of the courts of Victoria; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Attachment 3

Second Further Options Cancellation Deed

**Second Further Options
Cancellation Deed**

Unity Mining Limited

Optionholder

1734575-v6\MELDMSBaker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com
Email - richard.lustig@bakermckenzie.com
Email - riccardo.troiano@bakermckenzie.com

Title **Second Further Options Cancellation Deed**

Date 2016

Parties **Unity Mining Limited** (ACN 005 564 073) of Level 10, 350 Collins Street,
Melbourne VIC 3000 (**Company**)

The person named in the Schedule (Optionholder)

Recitals

- A The Company and Bidder are parties to a Scheme Implementation Agreement dated 6 December 2015 as amended by a letter agreement dated 10 February 2016 as amended by an Amendment to Scheme Implementation Agreement dated 7 April 2016 and as further amended by the Second Amendment to Scheme Implementation Agreement.
- B The Company and the Optionholder entered into an Options Cancellation Deed dated on or about 28 January 2016 under which they agreed to cancel the Options for the Consideration, subject to certain conditions.
- C The Company and the Optionholder entered into a Further Options Cancellation Deed dated on or about 6 April 2016 or 7 April 2016 under which the Company agreed to pay additional consideration to the Optionholder.
- D Bidder has consented to the Company and the Optionholder cancelling the Further Options Cancellation Deed and entering into this Second Further Options Cancellation Deed under which the Company agrees to pay the Further Consideration to the Optionholder.

Operative provisions

1. Defined terms

- 1.1 In this Second Further Options Cancellation Deed, unless the context requires otherwise:

Second Amendment to Scheme Implementation Agreement means the document by that name entered into between the Company and Bidder dated on or about the date of this Second Further Options Cancellation Deed.

Further Amended Scheme of Arrangement means the scheme of arrangement in the form set out in Attachment 2 to the Second Amendment to Scheme Implementation Agreement.

Further Consideration means the further consideration to be paid to the Optionholder for the cancellation of each Option held by the Optionholder under the Options Cancellation Deed, as set out in the Schedule.

Bidder means Diversified Minerals Pty Ltd (ACN 603 135 584) of 1668-1670 Forest Road, Orange, NSW 2800.

Effective has the meaning set out in the Further Amended Scheme of Arrangement.

Further Options Cancellation Deed means the Further Options Cancellation Deed entered into between the Company and the Optionholder dated on or about 6 April 2016 or 7 April 2016.

Options Cancellation Deed means the Options Cancellation Deed entered into between the Company and Optionholder dated on or about 28 January 2016.

Sunset Date has the meaning set out in the Further Amended Scheme of Arrangement.

- 1.2 Words and phrases other than defined in this Second Further Options Cancellation Deed which are defined in the Options Cancellation Deed have the same meanings in this Second Further Options Cancellation Deed unless the context requires otherwise.
- 1.3 Clause 7 of the Options Cancellation Deed applies to this Second Further Options Cancellation Deed (with any necessary changes being made) as if set out in full in this Second Further Options Cancellation Deed.

2. Further Consideration

- 2.1 The Company undertakes to the Optionholder that if:

- (a) the Further Amended Scheme of Arrangement becomes Effective on or before the Sunset Date; and
- (b) the Options are cancelled pursuant to the Options Cancellation Deed,

in addition to paying the Consideration to the Optionholder pursuant to clause 3.1(b) of the Options Cancellation Deed, the Company will also pay to the Optionholder the Further Consideration as specified in the Schedule multiplied by the number of Options held by the Optionholder as at 4.00pm on the Implementation Date at the same time that the Consideration is paid to the Optionholder in accordance with clause 3.1(b) of the Options Cancellation Deed.

3. Continuing obligations under the Options Cancellation Deed

- 3.1 Subject to the provisions of this Second Further Options Cancellation Deed, the Options Cancellation Deed is confirmed and remains in full force and effect.

4. Termination of the Further Options Cancellation Deed

- 4.1 With effect on and from the date of this Second Further Options Cancellation Deed, the Further Options Cancellation Deed is terminated and is of no further force and effect.

Schedule

Details of Optionholder and Options

Name of Optionholder:	
Address:	
Email address:	
Number of Options:	
Further Consideration for cancellation of each Option:	
Total Further Consideration:	

Execution

Executed as a deed.

Signed sealed and delivered by
Unity Mining Limited
by a director and secretary/director:

Signature of director

Signature of director/secretary

Name of director (please print)

Name of director/secretary (please print)

Signed sealed and delivered by
the Optionholder
in the presence of:

Signature of witness

Signature of Optionholder

Name of witness (please print)

Second Further Deed Poll

Second Further Deed Poll

By Diversified Minerals Pty Ltd

in favour of each Scheme Shareholder

1736611-v1\MELDMS Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com
Email - richard.lustig@bakermckenzie.com
Email - riccardo.troiano@bakermckenzie.com

Title **Second Further Deed Poll**

Date 19 April 2016

By Diversified Minerals Pty Ltd (ACN 603 135 584) of 1668-1670 Forest Road, Orange, NSW 2800 (**Bidder**)

in favour of Each holder of issued fully paid ordinary shares in Unity Mining Limited (ACN 005 564 073) (**Target**) as at the Scheme Record Date (**Scheme Shareholders**)

Recitals

- A Target and Bidder are parties to a Scheme Implementation Agreement dated 6 December 2015 as amended by a letter agreement dated 10 February 2016 as amended by the Amendment to Scheme Implementation Agreement dated 7 April 2016 and as further amended by the Second Amendment to Scheme Implementation Agreement (**Scheme Implementation Agreement**).
- B Bidder entered into a Deed Poll dated 17 February 2016 (**Deed Poll**).
- C Bidder entered into a Further Deed Poll dated 7 April 2016 (**Further Deed Poll**) which has not, and will not, have any effect by virtue of the fact that the resolution set out in clause 2.1 of the Further Deed Poll has not been, and will not be, put to Scheme Shareholders for approval.
- D Bidder and Target have agreed that Bidder will enter into this Second Further Deed Poll on the basis set out in it.

Operative provisions

1. Definitions and interpretation

- 1.1 In this Second Further Deed Poll, unless the context otherwise requires:

 Second Amendment to Scheme Implementation Agreement means the document by that name entered into between Target and Bidder dated on or about the date of this Second Further Deed Poll.

 Scheme has the meaning given to that term in the Scheme Implementation Agreement
- 1.2 Words and phrases other than defined in this Second Further Deed Poll which are defined in the Scheme have the same meanings in this Second Further Deed Poll unless the context requires otherwise.
- 1.3 Clause 1.1 of the Scheme applies to the interpretation of this Second Further Deed Poll except that references to "this document" in that clause are to be read as references to "this Second Further Deed Poll".
- 1.4 Clauses 2, 3 and 5 to 8 of the Deed Poll apply to this Second Further Deed Poll (with any necessary changes being made) as if set out in full in this Second Further Deed Poll.

2. Bidder Undertaking

- 2.1 Subject to a resolution in the following form (or such other form as agreed between Bidder and Target) being put to Target Shareholders (other than Excluded Shareholders) at the Scheme Meeting and being approved by Target Shareholder Approval as if the required majorities for Target Shareholder Approval were applicable to the passage of this resolution:

"That the Scheme of Arrangement (the terms of which are set out in Annexure 4 to the Explanatory Booklet dated 19 February 2016) is modified by deleting the definition of Scheme Consideration and replacing it with:

Scheme Consideration means 2.3 cents in respect of each Scheme Share."

Scheme Consideration in the Deed Poll means the Scheme Consideration in the Scheme as amended by the Second Amendment to Scheme Implementation Agreement, and the Deed Poll will continue to bind Bidder to satisfy its obligations under the Deed Poll.

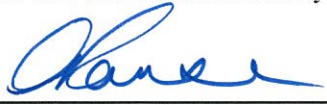
3. Ancillary Provisions

- 3.1 The undertaking given by Bidder in clause 2.1 does not affect the validity or enforceability of the Deed Poll or any other document contemplated by it.
- 3.2 Nothing in this Second Further Deed Poll:
- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Deed Poll or any other document contemplated by it before the date of this Second Further Deed Poll; or
 - (b) discharges, releases or otherwise affects any liability or obligation arising under the Deed Poll or any other document contemplated by it before the date of this Second Further Deed Poll.

Execution

Executed as a deed.


Signed by
Diversified Minerals Pty Ltd
by the sole director and secretary:



Signature of sole director and secretary

ANDREW ROUSE

Name of sole director and secretary (please print)



Signature of witness

PENELOPE LAVENEX

Name of witness (please print)

