



29 September 2016

Jill Hewitt  
Senior Adviser, ASX Listings Compliance  
ASX Compliance Pty Ltd  
Level 40, Central Park  
152-158 St Georges Terrace  
Perth WA 6000

jill.hewitt@asx.com.au

By email

Dear Jill

**Gryphon Minerals Limited – Request for suspension of securities from official quotation**

Pursuant to ASX Listing Rule 17.2, Gryphon Minerals Limited ACN 107 690 657 (ASX:GRY) (**Gryphon**) requests the suspension from official quotation of Gryphon shares, effective from the close of trading today.

This follows lodgement with the Australian Securities and Investments Commission (**ASIC**) of the orders of the Federal Court (**Orders**) approving the scheme or arrangement by which Teranga Gold Corporation (**Teranga**) will acquire all of the issued shares in Gryphon (**Scheme**).

Gryphon provides the following information in accordance with Listing Rule 17.2

- 1 Gryphon has requested the suspension from official quotation of Gryphon shares following lodgement with ASIC of the Orders approving the Scheme, to facilitate implementation of the Scheme.
- 2 Gryphon requests the suspension from official quotation of its shares until Gryphon requests to be removed from the official list of the ASX. Please do not remove Gryphon from the official list prior to receipt of the request to do so from Gryphon.
- 3 The request for removal from the official list is expected to be made following implementation of the Scheme, which is expected to occur on 13 October 2016. That request will specify 13 October as the date for delisting to take effect.
- 4 Gryphon is not aware of any reason why the shares should not be suspended.
- 5 Gryphon is not aware of any other information necessary to inform the market about the suspension.

A copy of the Orders is attached.

**CONTACT DETAILS**

Principal & Registered Office  
288 Churchill Avenue  
SUBIACO WA 6008

Website: [www.gryphonminerals.com.au](http://www.gryphonminerals.com.au)

Email: [admin@gryphonminerals.com.au](mailto:admin@gryphonminerals.com.au)

Phone: +61 8 9287 4333

Facsimile: +61 8 9287 4334

ASX CODE: GRY



**GRYPHON**  
MINERALS LIMITED

Please contact me if you have any queries on +61 8 9287 4333.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Carl Travaglini', with a long horizontal flourish extending to the right.

Carl Travaglini

Company Secretary

Gryphon Minerals Limited

**CONTACT DETAILS**

Principal & Registered Office  
288 Churchill Avenue  
SUBIACO WA 6008

Website: [www.gryphonminerals.com.au](http://www.gryphonminerals.com.au)

Email: [admin@gryphonminerals.com.au](mailto:admin@gryphonminerals.com.au)

Phone: +61 8 9287 4333

Facsimile: +61 8 9287 4334

ASX CODE: GRY



Federal Court of Australia

District Registry: Western Australia

Division: General

No: WAD336/2016

**GRYPHON MINERALS LIMITED ACN 107 690 657** and another named in the schedule  
Plaintiff

**ORDER**

**JUDGE:** JUSTICE MCKERRACHER

**DATE OF ORDER:** 28 September 2016

**WHERE MADE:** Perth

**THE COURT ORDERS THAT:**

1. Pursuant to sections 411(4)(b) and 411(6) of the Corporations Act 2001 (Cth) (Act), the scheme of arrangement between the plaintiff and its shareholders (Scheme of Arrangement), a copy of which is annexed to these orders and marked **Annexure A**, be approved.
2. Pursuant to section 411(12) of the Act, the plaintiff be exempted from compliance with section 411(11) of the Act, in relation to the Scheme of Arrangement.
3. Pursuant to section 1322(4)(a) of the Act:
  - a. the scheme meeting held on 23 September 2016 is not invalid; and
  - b. the resolution passed at the scheme meeting is not invalid,

by reason that the plaintiff's shares were taken to be held by the persons who were registered as shareholders at 5.00pm on 21 September 2016.



4. These orders be entered forthwith.

Date that entry is stamped: 28 September 2016

*Warrick Soden*  
Registrar



## Annexure A

### SCHEME OF ARRANGEMENT MADE UNDER SECTION 411 OF THE CORPORATIONS ACT 2001 (CTH)

#### DETAILS

<b>Parties</b>	<b>Gryphon</b>
Name	Gryphon Minerals Limited
ABN	31 107 690 657
Address	288 Churchill Road, Subiaco, Western Australia 6008, Australia
Fax	+61 (08) 287 4334
Email	steve.parsons@gryphonminerals.com.au
Attention	Mr Stephen Parsons, Managing Director

**The registered holders of the fully paid ordinary shares in the capital of Gryphon as at 5:00pm on the Record Date**

#### 1 DEFINED TERMS & INTERPRETATION

##### 1.1 Defined terms

In this Scheme, except where the context otherwise requires:

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as appropriate.

**ASX Settlement** means ASX Settlement Pty Ltd ABN 49 008 504 532.

**ASX Settlement Rules** means ASX Settlement Operating Rules of ASX Settlement.

**Business Day** means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that the ASX declares is not a business day.

**CDN** means CHESS Depository Nominees Pty Ltd (ABN 75 071 346 506) (AFSL 25414), in its capacity as depository of the Teranga CDIs under the ASX Settlement Rules.

**CHESS** means the clearing house electronic sub-register system of share transfers operated by ASX Settlement.

**Conditions Precedent** means the conditions precedent set out in clause 3.1 of the Implementation Agreement.

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

**Court** means the Federal Court of Australia.



**Deed Poll** means the deed poll between executed by Teranga in the form of Annexure D to the Scheme Booklet, with any amendments approved in writing by Teranga and Gryphon.

**Effective** means, when used in relation to a Scheme, the order of the Court made under section 411(4)(b) in relation to the Scheme taking effect pursuant to section 411(10) of the Corporations Act, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

**Effective Date** means the date on which the Scheme becomes Effective.

**Election Form** means the form accompanying the Scheme Booklet, pursuant to which Scheme Participants (other than Ineligible Shareholders) may elect whether to receive their Scheme Consideration in the form of Teranga Shares or Teranga CDIs.

**Encumbrance** means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit à prendre, easement or any other security arrangement having the same effect.

**End Date** means 31 December 2016, or such later date as agreed to in writing between Teranga and Gryphon.

**Excluded Shareholder** means Teranga and any related body corporate.

**Gryphon Share** means a fully paid ordinary share in the capital of Gryphon.

**Gryphon Shareholder** means each person who is registered in the Register as the holder of Gryphon Shares.

**Implementation Agreement** means the Scheme Implementation Agreement dated on or about 19 June 2016 between Teranga and Gryphon, as amended or varied from time to time.

**Implementation Date** means the fifth Business Day after the Record Date, or such other date agreed to in writing by Teranga and Gryphon.

**Ineligible Shareholder** means a Gryphon Shareholder whose address shown in the Register is in a jurisdiction outside Australia, New Zealand and Canada in which Teranga determines, acting reasonably, does not permit the issue of Teranga Shares or Teranga CDIs to that Gryphon Shareholder either unconditionally or after compliance with terms that Teranga reasonably regards as acceptable and practical.

**Performance Right** means a performance right issued by Gryphon.

**Record Date** means the fifth Business Day following the Effective Date, or such other date (after the Effective Date) as Gryphon and Teranga may agree in writing.

**Register** means the share register of Gryphon kept pursuant to the Corporations Act.

**Sale Agent** means a person appointed by Teranga to sell the Teranga Shares that are attributable to Ineligible Shareholders.

**Scheme** means the scheme of arrangement pursuant to Part 5.1 of the Corporations Act proposed between Gryphon and the Gryphon Shareholders as set out in this document, together with any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Teranga and Gryphon.



**Scheme Booklet** means the scheme booklet published by Gryphon in connection with this Scheme.

**Scheme Consideration** means means 0.169 Teranga CDIs or, if so elected, 0.169 Teranga Shares, for every one Scheme Share.

**Scheme Meeting** means the meeting of Gryphon Shareholders convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act and includes any adjournment of that meeting.

**Scheme Participant** means each person who is a Gryphon Shareholder as at 5:00pm on the Record Date (other than Excluded Shareholders).

**Scheme Share** means a Gryphon Share held by a Scheme Participant as at 5:00pm the Record Date.

**Second Court Date** means the first day on which an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the day on which the adjourned or appealed application is heard.

**Teranga** means Teranga Gold Corporation, a company incorporated and existing under the laws of Canada, having its principal office at 121 King Street West, Suite 2600, Toronto, Ontario M5H 3T9, Canada.

**Teranga CDIs** means CHESS depositary interests, issued by CDN, each representing a beneficial interest in one Teranga Share.

**Teranga Register** means the share register of Teranga kept pursuant to applicable law in Canada.

**Teranga Share** means one fully paid common share in the capital of Teranga.

**TSX** means the Toronto Stock Exchange.

## 1.2 Interpretation

In this Scheme:

- 1.2.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 1.2.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 1.2.3 a reference to a clause, paragraph, or schedule is to a clause or paragraph of, or schedule to, this document, and a reference to this agreement includes any schedule;
- 1.2.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 1.2.5 a reference to A\$, dollar or \$ is to Australian currency;



- 1.2.6 a reference to C\$ is to the lawful currency of Canada;
- 1.2.7 a reference to time is to Perth, Western Australia time, unless otherwise noted;
- 1.2.8 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;
- 1.2.9 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 1.2.10 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;
- 1.2.11 a word or expression defined in the Corporations Act and not otherwise defined in this agreement has the meaning given to it in the Corporations Act;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- 1.2.13 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;
- 1.2.14 a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it; and
- 1.2.15 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.

## 2 THE SCHEME

- 2.1 Subject to and conditional on:
  - 2.1.1 approval of the Scheme by the Court pursuant to section 411(4)(b) of the Corporations Act and if applicable, Gryphon and Teranga having accepted in writing any modification or condition made or required by the Court under section 411(6) of the Corporations Act;
  - 2.1.2 lodgement with ASIC of an office copy of the order of the Court approving the Scheme pursuant to section 411(10) of the Corporations Act;
  - 2.1.3 all of the Conditions Precedent being satisfied or waived (other than those Conditions Precedent that cannot be waived) in accordance with the Implementation Agreement by the times set out in the Implementation Agreement;
  - 2.1.4 as at 8:00 am on the Second Court Date, the Implementation Agreement not having been terminated by Gryphon or Teranga; and





- 2.1.5 as at 8:00 am on the Second Court Date, the Deed Poll not having terminated in accordance with its terms,
- in consideration for the Scheme Consideration for the Scheme Shares in accordance with the terms of this Scheme, the Scheme Shares, and all rights and entitlements attaching to the Scheme Shares, will be transferred to Teranga with effect from the Implementation Date and without the need for any further act by the holders of the Scheme Shares (other than any acts performed by Gryphon or its directors or officers as attorney or agent for the Scheme Participants) on the terms of this Scheme.
- 2.2 The satisfaction of each condition in sub-paragraph 2.1.1 to 2.1.5 (inclusive) of this Scheme (**Condition**) is a condition precedent to the operation of this Scheme.
- 2.3 Gryphon will provide to the Court on the Second Court Date a certificate signed by Teranga and Gryphon (or such other evidence as the Court requests) stating whether or not the Conditions (other than the Conditions in sub-paragraphs 2.1.1 and 2.1.2) have been satisfied or waived as at 8:00am on the Second Court Date. The certificate referred to in this paragraph 2.3 will constitute conclusive evidence of whether the Conditions in sub-paragraphs 2.1.3 to 2.1.5 have been satisfied or waived as at 8:00am on the Second Court Date.
- 2.4 Subject to paragraph 2.5, this Scheme becomes Effective for all purposes on the Effective Date.
- 2.5 This Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the End Date, unless Teranga and Gryphon otherwise agree in writing.
- 2.6 In consideration of the transfer of the Scheme Shares to Teranga (as detailed in paragraph 2.9), and subject to the other terms and conditions of this Scheme, on the Implementation Date:
- 2.6.1 each Scheme Participant (who is not an Ineligible Shareholder) will be issued the Scheme Consideration in respect of the Gryphon Shares held by them as at 5:00pm on the Record Date; and
- 2.6.2 the Sale Agent will be issued the Scheme Consideration (in the form of Teranga Shares) in respect of the Gryphon Shares held by all Ineligible Shareholders as at 5:00pm on the Record Date.
- 2.7 Notwithstanding any rule of law or equity to the contrary, holders of Scheme Shares will be entitled to exercise all voting and other rights attached to the Scheme Shares pending their transfer pursuant to paragraph 2.9, subject to the restrictions on dealing in Scheme Shares set out in paragraph 4.
- 2.8 If the Scheme becomes Effective, a holder of Scheme Shares (other than an Ineligible Shareholder) will be deemed to have agreed to become a member of Teranga and to have accepted the Teranga Shares or Teranga CDIs issued to that holder under this Scheme subject to, and to be bound by, Teranga's constitution.
- 2.9 On the Implementation Date Gryphon must:
- 2.9.1 procure the delivery of a duly completed transfer in respect of all the Scheme Shares to ASX Settlement by a broker nominated in writing by Teranga to effect a valid transfer of all the Scheme Shares to Teranga pursuant to section 1074D of the Corporations Act or, if such a procedure is not available for any reason,



deliver to Teranga a duly completed and executed instrument or instruments of transfer transferring all of the Scheme Shares to Teranga; and

- 2.9.2 subject to Teranga having executed that instrument of transfer, enter the name of Teranga in the Register as the holder of the Scheme Shares.
- 2.10 This Scheme attributes actions to Teranga but does not itself impose an obligation on Teranga to perform those actions. Teranga has agreed by executing the Deed Poll to perform (or procure the performance of) its obligations as contemplated by this Scheme, including to provide the Scheme Consideration to Scheme Participants.
- 2.11 Gryphon undertakes in favour of each Scheme Participant to enforce the Deed Poll against Teranga on behalf of and as agent and attorney for the Scheme Participants.
- 2.12 Each Scheme Participant warrants to Teranga and is deemed to have authorised Gryphon to warrant to Teranga as agent and attorney for the Scheme Participant by virtue of this clause 2.12, that:
- 2.12.1 all their Scheme Shares (including any rights and entitlements attaching to those shares) transferred to Teranga under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances; and
- 2.12.2 they have full power and capacity to sell and to transfer their Scheme Shares (including any rights and entitlements attaching to those shares) to Teranga under the Scheme.

### **3 ELECTION PROCEDURE**

- 3.1 Subject to the remaining provisions of this paragraph 3, each Scheme Participant will be entitled to elect to receive as consideration for the transfer of its Scheme Shares to Teranga, under this Scheme, either Teranga Shares or Teranga CDIs by completing the Election Form and returning it to the address specified in the Election Form so that it is received by 5:00pm on the Record Date. An election (other than a deemed election) under this paragraph 3 must be made in accordance with the terms and conditions on the Election Form.
- 3.2 An Ineligible Shareholder may not make an election pursuant to this paragraph 3 and any election purportedly made by an Ineligible Shareholder will be invalid. Ineligible Shareholders will be deemed to have elected Teranga Shares and will be dealt with in accordance with paragraph 6.
- 3.3 A Scheme Participant (who is not an Ineligible Shareholder) who does not validly elect between Teranga Shares and Teranga CDIs will be deemed to have elected to receive Teranga CDIs. Accordingly, a Scheme Participant who wishes to receive Teranga CDIs does not need to make an election under this paragraph 3.
- 3.4 Subject to paragraph 3.5, an election made, or deemed to be made by a Scheme Participant under this paragraph 3 will be deemed to apply in respect of the Scheme Participant's entire registered holding of Gryphon Shares, regardless of whether the Scheme Participant's holding of Scheme Shares at the Record Date is greater or less than the Scheme Participant's holding of Gryphon Shares at the time of the election.



- 3.5 A Scheme Participant who is noted on the Register as holding one or more parcels of Scheme Shares as trustee or nominee for, or otherwise on account of, another person, may make a separate election under this paragraph 3 in relation to each of those parcels of Scheme Shares (subject to it providing to Gryphon and Teranga any substantiating information they reasonably require), and an election made or deemed to be made in respect of any such parcel, will not be taken to extend to the other parcels.
- 3.6 Gryphon may, with the agreement of Teranga, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any election under this paragraph 3, and any such decision will be conclusive and binding on Gryphon, Teranga and the relevant Scheme Participant.

#### **4 DEALINGS IN GRYPHON SHARES**

- 4.1 To establish the identity of Scheme Participants, dealings in Gryphon Shares will only be recognised if:
- 4.1.1 in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as holder of the relevant Gryphon Shares on or before 5:00pm on the Record Date; and
- 4.1.2 in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5:00pm on the Record Date at the place where the Register is kept.
- 4.2 Gryphon must register any transmission application or transfer received in accordance with paragraph 4.1 by 5:00pm on the Record Date.
- 4.3 If the Scheme becomes Effective:
- 4.3.1 no dealing in Gryphon Shares, whenever initiated, will be given effect to if it is received after 5:00pm on the Record Date;
- 4.3.2 any purported dealing in Gryphon Shares after 5:00pm on the Record Date will be void and of no effect; and
- 4.3.3 with the exception of Gryphon Shares to be issued in respect of vested Performance Rights, in accordance with clause 5.1.20 of the Implementation Agreement, no Gryphon Shares or options to subscribe for Gryphon Shares will be allotted or issued by Gryphon after the Effective Date.
- 4.4 For the purpose of determining entitlements to the Scheme Consideration, Gryphon will maintain the Register in accordance with the provisions of this paragraph 4 until the Scheme Consideration has been paid to the Scheme Participants and Teranga has been entered in the Register as the holder of all the Scheme Shares. The Register in this form will solely determine entitlements to the Scheme Consideration.
- 4.5 Subject to provision of the Scheme Consideration and registration of the transfer to Teranga contemplated in paragraph 2.9, any statements of holding in respect of Gryphon Shares will cease to have effect after 5:00pm on the Record Date as documents of title in respect of those shares. After 5:00pm on the Record Date, each entry current on the Register as at 5:00pm on



the Record Date will cease to have effect except as evidence of entitlement to the Scheme Consideration.

- 4.6 As soon as practicable after the Record Date, and in any event within one Business Day of the Record Date, Gryphon will ensure that details of the names, registered addresses and holdings of Gryphon Shares for each Scheme Participant, as shown in the Register at 5:00pm on the Record Date, are available to Teranga in such form as Teranga reasonably requires.
- 4.7 Gryphon will apply to ASX to suspend trading on ASX in Gryphon Shares with effect from the close of trading on ASX on the Effective Date.
- 4.8 After the Scheme has been fully implemented, Gryphon will apply:
  - 4.8.1 for termination of the official quotation of Gryphon Shares on ASX; and
  - 4.8.2 to have itself removed from the official list of the ASX.

## **5 ISSUE OF TERANGA SHARES AND TERANGA CDIS**

- 5.1 Not later than 1 Business Day after the Record Date, Gryphon will give to Teranga a notice specifying the persons to whom Teranga Shares or Teranga CDIs are to be issued pursuant to paragraph 2.6 and the numbers of Teranga Shares or Teranga CDIs to which they are entitled respectively. Where the calculation of the number of Teranga Shares or Teranga CDIs to be issued to a particular Scheme Participant would result in the issue of a fraction of a Teranga Share or Teranga CDI, the fractional entitlement will be rounded down to the nearest whole number of Teranga Shares or Teranga CDIs.
- 5.2 The obligation of Teranga to issue the Scheme Consideration in the form of Teranga Shares under this Scheme will be satisfied by Teranga procuring that:
  - 5.2.1 the name and address of each Scheme Participant is entered into the Teranga Register on the Implementation Date in respect of the Teranga Shares to which it is entitled; and
  - 5.2.2 a share certificate is sent to the registered address of each Scheme Participant, representing the number of Teranga Shares issued to the Scheme Participant.
- 5.3 The obligation of Teranga to issue the Scheme Consideration in the form of Teranga CDIs under this Scheme will be satisfied by Teranga:
  - 5.3.1 issuing to CDN to be held on trust that number of Teranga Shares that will enable CDN to issue Teranga CDIs envisaged by paragraph 5.3.3 on the Implementation Date;
  - 5.3.2 procuring that the name and address of CDN is entered into the Teranga Register in respect of those Teranga Shares on the Implementation Date and that a share certificate in the name of CDN representing those Teranga Shares is sent to CDN;
  - 5.3.3 procuring that, on the Implementation Date, CDN issues to each such Scheme Participant the number of Teranga CDIs to which it is entitled;



- 5.3.4 procuring that, on the Implementation Date, the name of each such Scheme Participant is entered into the records maintained by CDN as the holder of the Teranga CDIs issued to that Scheme Participant on the Implementation Date;
- 5.3.5 in the case of such Scheme Participant who held Scheme Shares on the CHESSE subregister, procuring that the Teranga CDIs are held on the CHESSE subregister on the Implementation Date and sending or procuring the sending of an allotment advice that sets out the number of Teranga CDIs issued and procuring that ASX Settlement will provide at the end of the month of allotment a Teranga CDI holding statement confirming the number of Teranga CDIs held on the CHESSE subregister by that Scheme Participant; and
- 5.3.6 in the case of each such Scheme Participant who held Scheme Shares on the issuer sponsored subregister, procuring that the Teranga CDIs are held on the issuer sponsored subregister on the Implementation Date and sending or procuring the sending of a Teranga CDI holding statement to each such Scheme Participant which sets out the number of Teranga CDIs held on the issuer sponsored subregister by that Scheme Participant.

## 6 INELIGIBLE SHAREHOLDERS

- 6.1 The Teranga Shares that would, but for this paragraph, have been issued to an Ineligible Shareholder must be issued by Teranga to the Sale Agent and Teranga must procure that:
  - 6.1.1 the name and registered address of the Sale Agent is entered into the Teranga Register on the Implementation Date in respect of the Teranga Shares required to be issued to in under paragraph 2.6.2; and
  - 6.1.2 a share certificate is sent to the Sale Agent representing the number of Teranga Shares so issued to it.
- 6.2 Teranga must procure that the Sale Agent:
  - 6.2.1 as soon as reasonably practicable and, in any event, not more than 20 Business Days after the Implementation Date, sells those Teranga Shares for the benefit of the Ineligible Shareholders;
  - 6.2.2 promptly after receiving the proceeds in respect of the sale of all of the Teranga Shares referred to in sub-paragraph 6.2.1, accounts to the Ineligible Shareholders for the net proceeds of sale (on an averaged basis so that all Ineligible Shareholders receive the same price per Teranga Share, subject to rounding to the nearest whole cent), and any income referable to those Teranga Shares, after deduction of any applicable costs or fees, brokerage, taxes and charges, at the Ineligible Shareholders' risk in full satisfaction of the Ineligible Shareholders' rights under this Scheme; and
  - 6.2.3 promptly after receiving the proceeds in respect of the sale of all of the Teranga Shares referred to in sub-paragraph 6.2.1, remits the net proceeds of sale to the Ineligible Shareholders by dispatching, or procuring the dispatch of, a cheque for the relevant amount in Canadian currency drawn in the name of the Ineligible



Shareholder (or in the case of joint holders, in accordance with paragraph 8.5) by ordinary pre-paid post to the address of that Ineligible Shareholder appearing in the Register at the Record Date.

## **7 WHEN SCHEME BECOMES BINDING**

- 7.1 This Scheme will become binding on Gryphon and each Scheme Participant only if the Court makes an order under section 411(4)(b) of the Corporations Act approving the Scheme and that order becomes effective in accordance with section 411(10). Gryphon must lodge an office copy of that order with ASIC not later than 5:00pm on the Business Day after the order has been made.
- 7.2 If this Scheme becomes binding as provided by paragraph 7.1, the rights of any holder at the Record Date of a Gryphon Share are the same as the rights that a Gryphon Shareholder who held that Gryphon Share immediately prior to the Effective Date would have had if he had remained the holder of the Gryphon Share until the Record Date.
- 7.3 Where this Scheme becomes binding as provided by paragraph 7.1, a holder of Gryphon Shares (and any person claiming through that holder) may only assign, transfer or otherwise deal with those Gryphon Shares on the basis that the rights so assigned, transferred or dealt with are limited in the manner described in paragraph 7.1.

## **8 GENERAL**

- 8.1 Gryphon may by its counsel or solicitors consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition, which the Court may think fit to approve or impose and to which Teranga has consented (such consent not to be unreasonably withheld).
- 8.2 The accidental omission to give notice of the Scheme Meeting to any holder of Gryphon Shares or the non-receipt of such a notice by any holder of Gryphon Shares will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings at the Scheme Meeting.
- 8.3 For the purpose of this Scheme, the expression "send" or "sent" means:
- 8.3.1 for the purpose of sub-paragraphs 5.2.2, 5.3.5 and 5.3.6, sending by ordinary pre-paid post to a Scheme Participant at the address of that Scheme Participant appearing in the Register at the Record Date;
- 8.3.2 for the purpose of sub-paragraph 6.1.2, sending by ordinary pre-paid post to the Sale Agent at its address; or
- 8.3.3 delivery to the relevant address by any other means at no cost to the recipient.
- 8.4 If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Gryphon, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Gryphon's registered office or at the office of the registrar of Gryphon Shares.



- 8.5 In the case of Scheme Shares held in joint names:
- 8.5.1 the Teranga Shares or Teranga CDIs to be issued under this Scheme must be issued to and registered in the names of the joint holders;
  - 8.5.2 any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to the holder whose name first appears in the Register as at the Record Date; and
  - 8.5.3 any other document required to be sent under this Scheme, will be forwarded to the holder whose name first appears in the Register as at the Record Date.
- 8.6 Each holder of Gryphon Shares (other than an Excluded Shareholder) will be deemed (without the need for any further act) to have irrevocably appointed Gryphon and each of its officers, jointly and severally, as the holder's attorney for the purpose of executing any document necessary to give effect to this Scheme, including executing a share transfer form or master share transfer form for the Gryphon Shares.
- 8.7 The Scheme Participants:
- 8.7.1 agree to the transfer of their Gryphon Shares to Teranga in accordance with the terms of this Scheme and consent to Gryphon doing all things necessary for or incidental to the implementation of this Scheme; and
  - 8.7.2 acknowledges that this Scheme binds Gryphon and all Scheme Participants (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Meeting).
- 8.8 Gryphon must execute all deeds and other documents and do all acts and things as may be necessary or expedient on its part to implement this Scheme in accordance with its terms.
- 8.9 Neither Gryphon nor any of its officers will be liable for anything done or for anything omitted to be done in performance of this Scheme in good faith.
- 8.10 To the extent of any inconsistency, this Scheme overrides Gryphon's constitution and binds Gryphon and the holders of Gryphon Shares.
- 8.11 The proper law of this Scheme is the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.



**Schedule**

No: WAD336/2016

Federal Court of Australia

District Registry: Western Australia

Division: General

Interested Person            **TERANGA GOLD CORPORATION**