

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme TRITON MINERALS LIMITED (TRITON)

ACN/ARSN 126 042 215

### 1. Details of substantial holder (1)

Name SHANDONG TIANYE MINING CO., LTD, a company incorporated in the People's Republic of China (Shandong) and the entities listed in Annexure A (Shandong Group Entities)

ACN/ARSN (if applicable)

The holder became a substantial holder on 21 September 2016

### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary shares	105,248,400	105,248,400	20.0%

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Shandong	Relevant interest under section 608(1)(a) of the Corporations Act, as the holder of the securities issued as nominee of Minjar Gold Pty Ltd under a subscription agreement a copy of which is provided in Annexure B	105,248,400 fully paid ordinary shares
Shandong Tianye Real Estate Development Group Co., Ltd	Relevant interest under section 608(3) of the Corporations Act as holder of more than 20% of Shandong's issued voting shares	105,248,400 fully paid ordinary shares

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Shandong	Shandong	Shandong	105,248,400 fully paid ordinary shares

### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Shandong	21/09/2016	\$6,314,904	Not applicable	105,248,400 fully paid ordinary shares

### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Shandong and each of the entities listed in Annexure A (Shandong Group Entities)	Various – see Annexure A.

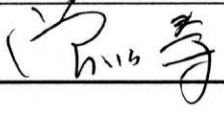
### 7. Addresses

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

Name	Address
Shandong	Building 3, Tianye Centre, No. 1577 North Longao Road, Lixia District, Jinan Shandong, P.R. China 251010
Shandong Group Entities	See Annexure A

## Signature

print name Zhaoqin ZENG capacity Authorised signatory of Shandong and Shandong Group Entities

sign here  date 23 / 09 / 2016

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they s be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

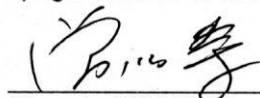


**Annexure "A"**

Triton Minerals Limited ACN 126 042 215

This is Annexure "A" of 1 page referred to in the Form 603 (Notice of Initial Substantial Holding).

Signed by:



Zhaoqin ZENG Authorised signatory of Shandong and Shandong Group Entities

Date:

23 / 9 / 2016**Shandong Group Entities**

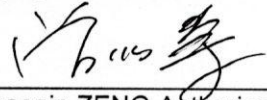
ENTITY	ACN / Company #	ADDRESS	Association
Shandong Tianye Real Estate Development Group Co., Ltd (Shandong Real Estate)	370000228003613	Building 3, Tianye Centre, No.1577 North Long'ao Road, Jinan	Associate of Shandong under s12(2)(c) of the Corporations Act (acting in concert in relation to Triton)
Minjar Gold Pty Ltd	119 514 528	Level 4, 66 Kings Park Road, Perth WA 6005	Associate of Shandong under s12(2)(c) of the Corporations Act (acting in concert in relation to Triton)
Mr Zhaoqin Zeng	N/A	2A Cunningham Street Applecross WA	Associate of Shandong Real Estate under s12(2)(c) of the Corporations Act (acting in concert in relation to Triton)
Shandong Tianye Gold Mining Co., Ltd	370000200008894	Building 4, Tianye Centre, No.1577 North Long'ao Road, Jinan	Associate of Shandong Real Estate under s12(2)(c) of the Corporations Act (acting in concert in relation to Triton)
Shandong Tyan Home Co., Ltd	370000018010703	Building 4, Tianye Centre, No.1577 North Long'ao Road, Jinan	Associate of Shandong Real Estate under s12(2)(c) of the Corporations Act (acting in concert in relation to Triton)

**Annexure "B"**

Triton Minerals Limited ACN 126 042 215

This is Annexure "B" of 21 pages referred to in the Form 603 (Notice of Initial Substantial Holding).

Signed by:



Zhaoqin ZENG Authorised signatory of Shandong and Shandong Group Entities

Date:

23 / 9 / 2016



TRITON MINERALS LTD  
(SUBJECT TO DEED OF COMPANY ARRANGEMENT)  
ACN 126 042 215  
(Company)

and

MINJAR GOLD PTY LTD  
ACN 119 514 528  
(Subscriber)

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**SUBSCRIPTION AGREEMENT**

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I certify this to be a true and correct  
copy of the original sighted by me

Sign: Andrew Disney

Date: 21/9/16

Andrew Disney, Solicitor

THIS SUBSCRIPTION AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2016

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**BETWEEN**

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**TRITON MINERALS LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)** (ACN 126 042 215) of Ground Floor, Unit 1, 256 Stirling Highway, Claremont WA 6010 (**Company**);

AND

**MINJAR GOLD PTY LTD** (ACN 119 514 528) of Level 4, 66 Kings Park Road, Perth WA 6005 (**Subscriber**).

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**RECITALS**

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- A. The Company is a public company listed on the ASX, although its Shares are suspended from trading.
- B. The Subscriber has agreed to subscribe for the Placement Securities and the Company has agreed to issue the Placement Securities to the Subscriber on the terms and conditions of this agreement.
- C. The Parties have agreed to enter into this agreement to record the terms of the Subscription.

**IT IS AGREED** as follows:

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**1. INTERPRETATION**

**1.1 Definitions**

In this agreement:

**Administrators** means Mr Andrew Smith, Mr Dermott McVeigh and Mr Martin Jones, of Ferrier Hodgson, who were appointed Joint and Several Administrators of the Company on 2 March 2016 pursuant to section 436A of the Corporations Act.

**Application Form** means the application form set out in Schedule 1.

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

**ASX** means ASX Limited (ABN 98 008 624 691) or the market which it operates.

**ASX Listing Rules** means the listing rules of ASX.

**ASX Settlement Operating Rules** means the operating rules of ASX Settlement Pty Ltd (ACN 008 504 532) in its capacity as a CS facility licensee.

**Business Day** means a day on which banks are open for business in Perth, Western Australia, excluding a Saturday or a Sunday or a public holiday.

**Condition Precedent** means the condition precedent set out in clause 2.1.

**Confidential Information** means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the Parties before, on or after the date of this agreement relating to

the business, technology or other affairs of the Party who provides the information, but excludes information which:

- (a) is in or becomes part of the public domain other than through a breach of this agreement or an obligation of confidence owed to the Party to whom the information belongs;
- (b) the recipient of the information can prove was already known to it at the time of disclosure by the Party to whom the information belongs (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the recipient acquires from a source other than the Party to whom the information belongs, where such source is entitled to disclose it.

**Constitution** means the constitution of the Company as amended from time to time.

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

**Creditor Meeting** means the second creditor meeting held in respect of the Company in accordance with section 439A of the Corporations Act.

**Deed Administrators** means Mr Andrew Smith, Mr Dermott McVeigh and Mr Martin Jones of Ferrier Hodgson.

**DOCA** means a deed of company arrangement entered into by the Company and the Administrators dated on or about July 2016.

**Due Diligence Investigations** has the meaning given in the Underwriting Agreement.

**Due Diligence Results** has the meaning given in the Underwriting Agreement.

**Duty** means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

**Encumbrance** means an interest or power:

- (a) reserved in or over an interest in any share or asset including, but not limited to, any retention of title; or
- (b) created or otherwise arising in or over any interest in any share or asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any or third party rights or interests and any agreement to grant or create any of the above.

**Entitlement Issue** means an underwritten pro rata non-renounceable rights issue of not less than 131,560,567 Shares at an issue price of \$0.06 per Share on the basis of one (1) Share for every four (4) Shares held by a Shareholder on the relevant record date to raise at least \$7,893,634.

**Government Authority** means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.



**Group** means in relation to either Party, entities directly or indirectly controlling, controlled by, or in common control with, that party and any Related Body Corporate of that Party.

**GST** means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law.

**GST Law** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Immediately Available Funds** means cash, bank cheque or telegraphic or other electronic means of transfer of cleared funds.

**Material Adverse Effect** has the meaning given in the Underwriting Agreement.

**Nominated Account** means the Company's bank account with the details set out in clause 5.

**Option** means an option to be issued a Share.

**Party** means a party to this agreement and **Parties** means all of them.

**Placement Options** means 25 million unlisted Options, exercisable at \$0.10 each and expiring on 30 June 2018 and otherwise on the terms set out in Schedule 2.

**Placement Securities** means the Placement Shares and the Placement Options.

**Placement Shares** means 105,248,400 Shares.

**Prescribed Occurrence** has the meaning given in the Underwriting Agreement.

**Prospectus** means a prospectus issued by the Company in accordance with the Corporations Act that, amongst other things, provides for the Entitlement Issue and makes an offer of the Placement Options to the Subscriber (or its nominees) for nil consideration.

**Related Body Corporate** has the meaning given that expression in the Corporations Act.

**Relevant Company** has the meaning given in the Underwriting Agreement.

**Satisfaction Date** means 5.00pm (WST) on the date which is 2 months after the date of execution of the DOCA, or such later date approved by the Deed Administrators in writing.

**Share** means an ordinary fully paid share in the capital of the Company.

**Shareholder** means a registered holder of Shares.

**Subscription** means the subscription by the Subscriber for the Placement Securities under this agreement.

**Subscription Date** means the date that is 2 Business Days after the Condition Precedent is satisfied or waived or such other date as may be mutually agreed between the Parties.

**Subscription Sum** means \$6,314,904.

**Underwriting Agreement** means the underwriting agreement between Somers & Partners Pty Ltd and the Company in respect of the Entitlement Issue dated on or around 5 July 2016 and executed by Somers & Partners Pty Ltd on that date.

**Verification Material** has the meaning given in the Underwriting Agreement.

**WST** means Western Standard Time, as observed in Perth, Western Australia.

## 1.2 Interpretation

In this agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, two or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression person includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to clauses, schedules, exhibits or annexures are references to clauses, schedules, exhibits and annexures to or of this agreement and a reference to this agreement includes any schedule, exhibit or annexure to this agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) a reference to time is to Western Standard Time as observed in Perth, Western Australia;
- (k) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day;
- (l) a reference to a payment is to a payment by bank cheque or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified;
- (m) **"includes"** in any form is not a word of limitation; and



(n) a reference to \$ or dollar is to Australian currency.

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## **2. CONDITION PRECEDENT**

### **2.1 Condition**

Clauses 3 and 4 of this agreement do not become binding on the Parties and are of no force and effect unless and until the Company's shareholders approve by resolution the issue of the Placement Shares to the Subscriber (or its nominees) for the purposes of ASX Listing Rule 7.1.

### **2.2 Shareholder Meeting**

- (a) The Company must hold a Shareholders meeting to seek Shareholder approval under ASX Listing Rule 7.1 for the issue of the Placement Securities to the Subscriber (or its nominees) as soon as practicable after the execution of the DOCA and no later than the Satisfaction Date.
- (b) For the avoidance of doubt, approval for the purposes of item 7 of section 611 of the Corporations Act is not required under the Shareholder approval referred to in clause 2.2(a) and no independent expert's report will be issued by the Company in relation to such Shareholder approval.

### **2.3 Best endeavours**

Each Party must:

- (a) use its best endeavours (other than waiver) and co-operate with the other Party to procure the satisfaction of the Condition Precedent on or before the Satisfaction Date; and
- (b) keep one another informed of any circumstances which might result in the Condition Precedent not being satisfied in accordance with its terms.

### **2.4 Benefit of Condition**

The Condition Precedent is for the benefit of both Parties and can only be waived by mutual agreement.

### **2.5 Satisfaction or waiver**

If the Condition Precedent is not satisfied or waived on or before 5:00 pm on the Satisfaction Date, this agreement shall terminate and be of no force or effect, and each Party will be released from obligations and liabilities under this agreement except those which are expressly stated to survive termination hereunder.

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## **3. SUBSCRIPTION**

### **3.1 Subscription and issue**

Subject to the terms and conditions of this agreement, the Subscriber (or its nominees) agrees to subscribe for, and the Company agrees to issue to the Subscriber (or its nominees), the Placement Securities in consideration for the Subscriber (or its nominees) paying the amounts set out under this agreement to the Company.



### **3.2 Payment of Subscription Sum**

On the Subscription Date, the Subscriber must:

- (a) deliver to the Company the Application Form duly completed and executed by the Subscriber or its nominees; and
- (b) pay to the Company the Subscription Sum in accordance with clause 4.

### **3.3 Issue of Placement Shares**

Subject to the Subscriber complying with its obligations under clause 3.2, on the Subscription Date the Company must:

- (a) issue the Placement Shares to the Subscriber (or its nominees);
- (b) record the Subscriber (or its nominees) as the holder of the Placement Shares in its register of members and provide to the Subscriber a holding statement showing the Subscriber (or its nominees) as the holder of the Placement Shares;
- (c) take all other steps required under the Constitution, the ASX Settlement Operating Rules, the ASX Listing Rules and the Corporations Act to constitute and evidence the Subscriber (or its nominees) as the holder of the Placement Shares; and
- (d) apply to ASX for official quotation of the Placement Shares and give to ASX an Appendix 3B in relation to the Placement Shares.

### **3.4 Constitution**

The Subscriber agrees to be a member of the Company and be bound by the Constitution upon the issue of the Placement Shares.

### **3.5 On-sale of Placement Shares**

The Subscriber will not transfer any Placement Shares during the first 12 months after their issue to someone where a prospectus would be required unless and until the Company has issued a prospectus.

### **3.6 Issue of Placement Options**

- (a) Subject to the Subscriber complying with its obligations under clause 3.2 and termination of the DOCA, the Company must issue the Prospectus in accordance with the Underwriting Agreement.
- (b) The record date of the Prospectus must be such as to allow any holder of the Placement Shares to participate in the Entitlement Issue in respect of the Placement Shares held.
- (c) In accordance with the Prospectus, subject to the Subscriber (or its nominees) providing a duly completed application form in respect of the Placement Options in accordance with the Prospectus, the Company must:
  - (i) issue the Placement Options to the Subscriber (or its nominees) for nil cash consideration;

- (ii) record the Subscriber (or its nominee) as the holder of the Placement Options in its register of Option holders and provide to the Subscriber (or its nominees) a holding statement showing the Subscriber (or its nominees) as the holder(s) of Placement Options; and
- (iii) take all other steps required under the Constitution, the ASX Settlement Operating Rules, the ASX Listing Rules and the Corporations Act to constitute and evidence the Subscriber (or its nominees) as the holder of the Placement Options.

### **3.7 Entitlement Issue**

- (a) The Subscriber agrees to support the Entitlement Issue and not take any action that would frustrate the Entitlement Issue proceeding. The Subscriber may, in its discretion, subscribe for all or part of its rights under the Entitlement Issue.
- (b) The Company agrees to pay Azure Capital Pty Ltd an amount equal to 6% of the Subscription Sum from the proceeds of the Entitlement Issue on completion of the Entitlement Issue. Such fee is inclusive of GST.

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## **4. MANNER OF PAYMENT**

On or prior to 4:00 pm (WST) on the Subscription Date, the Subscriber (or its nominees) must pay, without counterclaim or set-off, the Subscription Sum in Immediately Available Funds to the account with the following details (or as otherwise directed by the Company):

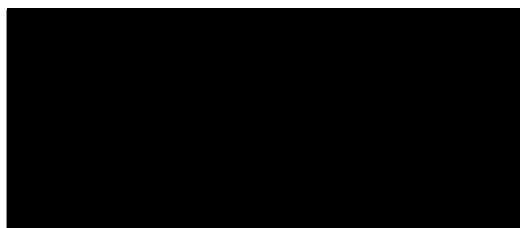
Account Name:

Bank:

BSB:

Account:

Swift Code:



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## **5. LIABILITY AND RESPONSIBILITY**

### **5.1 Liability of Deed Administrators and Administrators**

- (a) To the extent permitted by law, in the performance of any functions and duties and the exercise of any powers under or on connection with this agreement and in taking any step or failing to take any step relating, in any way, to this agreement:
  - (i) the Deed Administrators and Administrators will not be personally liable for any debt, liability or other obligation or for any loss or damage caused by any act or omission of a Party to this agreement; and
  - (ii) any liability of the Deed Administrators and Administrators under this agreement is limited to the extent to which the Deed Administrators and Administrators are indemnified from the assets of the Company.



- (b) Clause 5.1(a) survives any termination of this agreement.

## 5.2 Indemnity and acknowledgment

- (a) The Subscriber will indemnify and keep indemnified the Company and the Deed Administrators and Administrators and hold them harmless from and against all losses (including loss of profit), penalties, actions, suits, claims, expenses, costs (including legal costs and disbursements on an indemnity basis), liabilities, charges, outgoings, payments, demands and proceedings (whether civil or criminal) suffered, incurred, paid or liable to be paid directly or indirectly arising out of or in respect of any Mozambique government approval not being obtained in connection with the Subscription or this agreement and the Subscriber acknowledges and agrees that such approval being obtained is not be a condition precedent to the Subscription.
- (b) Clause 5.2(a) survives any termination of this agreement.

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## 6. REPRESENTATIONS AND WARRANTIES

### 6.1 Company's representations and warranties

The Company represents, warrants and undertakes to the Subscriber that, to the best of its knowledge, information and belief (after due and proper enquiry by the Company), as at the date of this agreement and at all times up until all the Placement Securities have been issued, unless stated otherwise or as disclosed to the Subscriber, or to ASX, in this agreement, during the Due Diligence Investigations or in the Prospectus:

- (a) **(Prospectus)**: at the lodgement date the Prospectus will comply with section 710 of the Corporations Act and there will be no material statements in the Prospectus that are misleading or deceptive or likely to mislead or deceive (including, without limitation, statements which are taken to be misleading under section 728(2) of the Corporations Act) and there will be no material omissions from the Prospectus of information required by section 710 of the Corporations Act and the issue and distribution of the Prospectus will not involve any conduct which is misleading or deceptive or likely to mislead or deceive;
- (b) **(Forecasts)**: without limiting the generality of clause 6.1(a), the Company will have reasonable grounds for making any statements about future matters that appear in the Prospectus on the lodgement date and that all such statements will have been made in compliance with ASIC's policy on forecasts in disclosure documents (including ASIC Regulatory Guide 111 and ASIC Regulatory Guide 170);
- (c) **(Due Diligence Results)**: the Due Diligence Results and the Verification Material will be correct in all material respects from the Lodgement Date and there will be no material omission from them having regard to the requirements of section 710 of the Corporations Act;
- (d) **(No rights to securities)**: no Relevant Company will issue or agree to issue any shares, options, securities or interests other than the Placement Securities and Shares offered under the Entitlement Issue and no person has or will have any right to subscribe for or to receive or be issued any shares, options, securities or interests of any Relevant Company other than the Placement Securities and Shares offered under the Entitlement Issue;



- (e) **(Corporate authority)**: it is a duly registered corporation and validly exists under the Corporations Act, and all necessary corporate action and authorisations to permit the Company to enter into this agreement, for the Company to lodge the Prospectus with ASIC, and for the Company to make the Entitlement Issue, have been or will be obtained and are and will be in full force and effect;
- (f) **(Binding obligations)**: this agreement constitutes a legal, valid and binding obligation on the Company and subject to any necessary stamping is enforceable in accordance with its terms;
- (g) **(No Prescribed Occurrence)**: no Prescribed Occurrence exists or will occur in respect of any Relevant Company after the date of this agreement other than as described in paragraphs (g) to (l) of the definition of Prescribed Occurrence and the issue of securities in accordance with, or as disclosed in, the Prospectus and no Relevant Company will have agreed to acquire a business or company other than as disclosed in the Prospectus;
- (h) **(Information)**: all information provided to the Subscriber (including any announcements, advertisements and publicity made or published by the Company in relation to the Subscription) by or on behalf of the Company from the date of appointment of the Administrators is materially true and correct and is not misleading or deceptive or likely to mislead or deceive and there is no information of which it is aware that has not been disclosed to the Subscriber or will not be in the Prospectus which has or is likely to have a Material Adverse Effect;
- (i) **(Compliance with Legislation)**: the Subscription and the Prospectus will comply with the Corporations Act, the ASX Listing Rules and all applicable Acts that relate in any way to it and the Constitution and any legally binding requirement or policy of ASIC or ASX in all material respects;
- (j) **(Constitution)**: the Constitution complies with the ASX Listing Rules and the requirements of ASX for the purpose of the Company being admitted to the Official List and the Subscription, the Entitlement Issue and the Prospectus will comply with the Constitution in all material respects;
- (k) **(Uncalled capital)**: no amount is unpaid in relation to any shares issued by the Company; and
- (l) **(Shares to be fully paid)**: all Shares issued pursuant to the Subscription, and in accordance with the terms of this agreement will, from the date of allotment, not be quoted on ASX but will otherwise rank equally in all respects with other fully paid ordinary shares in the Company and will be free of all Encumbrances.

## 6.2 Notice of breach

The Company must comply with the terms and conditions of this agreement and shall immediately give notice in writing to the Subscriber of any breach by the Company of this agreement including any breach of any of the representations, warranties and undertakings contained in this agreement. Such notification does not limit or affect the liability of the Company for any such breach.

### 6.3 Acknowledgments

The Company acknowledges that the Subscriber has entered into this agreement in reliance on the representations, warranties and undertakings given by the Company in this agreement.

### 6.4 Subscriber's investigations

The Company and its advisers are not liable for any inaccuracy in or breach of any of the warranties in this agreement or any of the representations made elsewhere in this agreement, if the inaccuracy or breach is, or the facts giving rise to the inaccuracy or breach were actually known to the Subscriber or ought reasonably to have been known by the Subscriber or any of its advisers, officers, employees and agents.

### 6.5 Subscriber's representations and warranties

As an inducement for the Company to enter this agreement, the Subscriber represents, warrants and undertakes to the Company that, to the best of its knowledge, information and belief (after due and proper enquiry by the Subscriber), as at the date of this agreement and at all times up until all Placement Securities are issued:

- (a) **(Funding)**: the Subscriber has the financial capacity to meet its maximum potential obligation under this agreement;
- (b) **(Status)**: the Subscriber is a body corporate duly registered and validly existing under the Corporations Act;
- (c) **(Power)**: the Subscriber has the power to enter into and comply with all of the terms and conditions of this agreement;
- (d) **(Authorisations)**: the Subscriber has obtained all approvals and authorities that may be required to permit the Subscriber to enter into this agreement and to perform the obligations under this agreement in accordance with its terms including the obtaining and holding of all licences and permits required by the Corporations Act;
- (e) **(FIRB and Corporations Act)** the Subscriber does not require approval for the purposes of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or the Corporations Act to undertake the transactions contemplated under this agreement;
- (f) **(Validity of Obligations)**: the obligations of the Subscriber under this agreement are valid and binding; and
- (g) **(20% threshold)**: the Subscriber will not obtain voting power in excess of 20% of the Company or increase its voting power from a level above 20% as a result of the Subscription or as a result of the exercise of Options, other than in accordance with an exception to section 606 of the Corporations Act.

### 6.6 Notice of Breach

The Subscriber must comply with the terms and conditions of this agreement and shall immediately give notice in writing to the Company of any breach by the Subscriber of this agreement including any breach of any of the representations,



warranties and undertakings contained in this agreement. Such notification does not limit or affect the liability of the Subscriber for any such breach.

## **6.7 Acknowledgements**

The Subscriber acknowledges that the Company has entered into this agreement in reliance on the representations, warranties and undertakings given by the Subscriber in this agreement.

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## **7. CONFIDENTIALITY**

### **7.1 Disclosure of Confidential Information**

All Confidential Information exchanged between the Parties under this agreement or during negotiations preceding this agreement is confidential to them and may not be disclosed to any person except:

- (a) employees, directors, officers, legal advisers auditors and other consultants of the Party or any of its Related Bodies Corporate requiring the information for the purposes of this agreement;
- (b) with the consent of the Party who supplied the information which consent may be given or withheld in its absolute discretion;
- (c) if a Party is required to do so by law, a Government Authority or a stock exchange; or
- (d) if a Party is required to do so in connection with legal proceedings relating to this agreement.

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## **8. DISPUTE RESOLUTION**

### **8.1 No proceedings**

A Party must not start court proceedings about a dispute arising out of this agreement unless it first complies with this clause, except where:

- (a) a Party seeks urgent injunctive relief; or
- (b) the dispute relates to compliance with this clause 8.

### **8.2 Notice**

A Party claiming that a dispute has arisen must notify each other Party giving details of the dispute.

### **8.3 Best efforts to resolve**

Each Party to the dispute must use its best endeavours to resolve the dispute within 5 Business Days following receipt of notice of the dispute or a longer period agreed in writing by the Parties to the dispute.

### **8.4 Negotiate in good faith**

If the Parties do not resolve the dispute under clause 8.3, a director of each disputing party (where the disputing party is a company), and otherwise the individual, must negotiate in good faith to resolve the dispute for a period of up to 10 Business Days (or a longer period agreed in writing by the parties to the



dispute) after the end of the period referred to in clause 8.3. Where one of the disputing parties is the Company, the director must not be a nominee of the other disputing party (unless this is not possible because all persons entitled to appoint directors are party to the dispute).

## 8.5 Mediation

If the Parties do not resolve the dispute under clause 8.4, then the Parties must attempt to resolve the dispute by mediation conducted in accordance with the Australian Commercial Disputes Centre Mediation Guidelines which are deemed to be incorporated into this agreement. If the dispute has not been settled within 28 Business Days (or a longer period agreed in writing by the disputing parties) after the appointment of a mediator, the Parties shall not be obliged to mediate or continue to mediate and may instead rely on their rights at law, including the right to institute court proceedings.

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## 9. GST

- (a) Any consideration or amount payable under this agreement, including any non-monetary consideration (as reduced in accordance with clause 9(e) if required) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount (**Additional Amount**) is payable by the party providing the Consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under clause 9(b) is payable at the same time and in the same manner as the Consideration for the Supply but is only payable on receipt of a valid Tax Invoice.
- (d) If for any reason (including, without limitation, the occurrence of an Adjustment Event) the amount of GST payable on a Supply (taking into account any Decreasing or Increasing Adjustments in relation to the Supply) varies from the Additional Amount payable by the Recipient under clause 9(b):
  - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
  - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and
  - (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.
- (e) Notwithstanding any other provision in this agreement, if an amount payable under or in connection with this agreement (whether by way of

reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred.

- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes, without limitation, an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a Member is entitled.

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## **10. ANNOUNCEMENTS**

### **10.1 Public announcements**

Subject to clause 10.2, no Party may, before or after the Subscription Date, make or send a public announcement, communication or circular concerning the transactions referred to in this agreement unless it has first obtained the other Party's written consent. That consent is not to be unreasonably withheld or delayed and should be completed within 24 hours of signing this agreement.

### **10.2 Public announcements required by law**

Clause 10.1 does not apply to a public announcement, communication or circular required by law, a Government Authority or a regulation of a stock exchange, if the Party (including its Group) required to make or send it has, if practicable, first consulted and taken into account the reasonable requirements of the other Party.

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## **11. COSTS AND DUTY**

### **11.1 Costs and expenses**

The Company and the Subscriber agree to pay their own legal fees and other costs and expenses incurred in connection with the preparation, negotiation and completion of this agreement and of other related documentation.

### **11.2 Duty**

The Subscriber must pay all Duty chargeable, payable or assessed in relation to this agreement and the issue of the Placement Securities to the Subscriber.

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## **12. NOTICES**

### **12.1 Notices in writing**

Each notice authorised or required to be given to a Party shall be in legible writing and in English addressed to the Party's address set out in clause 12.2 (or such other address nominated in accordance with clause 12.3).

### **12.2 Initial address of Parties**

The initial address of the Parties shall be as follows:

<b>Party</b>	<b>Address</b>	<b>Attention</b>	<b>Phone</b>	<b>E-mail</b>
<b>Triton Minerals Ltd (Subject to</b>	c/- 256 Stirling Highway,	Martin Jones,		



<b>Deed of Company Arrangement)</b>	Claremont 6010	WA	Ferrier Hodgson	
<b>Minjar Pty Ltd</b>	<b>Gold</b>	Level 4 66 Kings Park Rd Perth WA 6005	Max Ji (Chairman)	

### 12.3 Change of address

Each Party may from time to time change its address by giving notice pursuant to clause 12.1 to the other Parties.

### 12.4 Receipt of notice

Any notice given pursuant to clause 12.1 will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
- (b) if sent by mail, two (2) Business Days from and including the day of posting; or
- (c) if sent by facsimile, when a facsimile confirmation receipt is received indicating successful delivery; or
- (d) if sent by e-mail, when a delivery confirmation report is received by the sender which records the time that the e-mail was delivered to the addressee's e-mail address (unless the sender receives a delivery failure notification indicating that the e-mail has not been delivered to the addressee),

but if the delivery or receipt is on a day that is not a Business Day or is after 5:00 pm (addressee's time) it is regarded as received at 9:00 am on the following Business Day.

## 13. MISCELLANEOUS

### 13.1 Variation

No modification or alteration of the terms of this agreement shall be binding unless made in writing dated subsequent to the date of this agreement and duly executed by the Parties.

### 13.2 Waiver

- (a) Waiver of any right, power, authority discretion or remedy arising upon default under this agreement must be in writing and signed by the Party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising upon default under this agreement, does not result in a waiver of that right.
- (c) A Party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of



this agreement or on a default under this agreement as constituting a waiver of that right, power, authority, discretion or remedy.

- (d) A Party may not rely on any conduct of another Party as a defence to exercise of a right, power, authority, discretion or remedy by that other Party.

### **13.3 Remedies cumulative**

The rights, powers or remedies provided in this agreement are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this agreement.

### **13.4 Further assurance**

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this agreement.

### **13.5 Merger**

The rights and obligations of the Parties in respect of representations, warranties and undertakings in this agreement will be continuing representations, warranties, undertakings and indemnities and accordingly will not be merged or extinguished by or on completion of the Subscription and will survive the termination of this agreement.

### **13.6 Governing law and jurisdiction**

This agreement shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

### **13.7 Time of essence**

Time is of the essence of this agreement in respect of any date or period determined under this agreement.

### **13.8 Entire Agreement**

This agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

### **13.9 Counterparts**


This agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

EXECUTED by the Parties as an agreement.

EXECUTED BY TRITON MINERALS LTD  
(SUBJECT TO DEED OF COMPANY  
ARRANGEMENT)  
ACN 126 042 215

  
\_\_\_\_\_  
Signature of director/company secretary

**GARTH HIGGS**  
\_\_\_\_\_  
Name of director/secretary (print)


  
\_\_\_\_\_  
Signature of director

**DARIA BRUCKA**  
\_\_\_\_\_  
Name of director

EXECUTED BY MINJAR GOLD PTY LTD  
ACN 119 514 528  
in accordance with section 127 of the  
Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Signature of director

**XingMin Ji**  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company  
secretary  
(please delete as applicable)

**Guanghui Ji**  
\_\_\_\_\_  
Name of director/company secretary  
(please delete as applicable)

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## SCHEDULE 1 – APPLICATION FORM

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### APPLICATION FORM

**TRITON MINERALS LTD (SUBJECT TO DEED OF COMPANY ARRANGEMENT)**  
**ACN 126 042 215**  
**(Company)**

**[INSERT] (Subscriber)** hereby applies to the Company for 105,248,400 Shares at an issue price of \$0.06 per Share.

The Subscriber will transfer to the Company by means of electronic funds transfer an amount of \$6,314,904 in Immediately Available Funds to the Nominated Account.

**Details of the Subscriber:**

**Name:** [insert name of Subscriber]  
**Address:** [insert address of Subscriber]  
**Contact Person:** [insert contact person's name or title]  
**Contact Number:** [insert Subscriber's contact number]

By signing and lodging this Application Form with the Company, the Subscriber declares the agreements, warranties, declarations and acknowledgements contained in the following paragraphs are given for the benefit of the Company, and its Related Bodies Corporate, officers, directors, employees, agents and advisers, and the Subscriber:

1. requests the Company to, upon receipt of this Application Form signed by the Subscriber, issue the Placement Shares to the Subscriber pursuant to the Subscription Agreement (it being acknowledged that the Placement Options are to be issued pursuant to the Prospectus);
2. declares that it is a sophisticated investor or a professional investor for the purposes of section 708(8) or 708(11) of the Corporations Act respectively;
3. acknowledges that this Application Form is irrevocable, subject to the Subscription Agreement;
4. acknowledges that returning this Application Form with the application monies will constitute the Subscriber's offer to subscribe for Placement Shares subject to the Subscription Agreement, and that no notice of acceptance of this Application Form will be provided;
5. acknowledges and agrees that it will not transfer any Shares issued in relation to this Application Form during the first 12 months after their issue to someone where a prospectus would be required unless and until the Company has issued a prospectus;
6. agrees to be a member of the Company and be bound by the Constitution upon the issue of the Placement Shares;
7. declares that all details and statements made by the Subscriber in this Application Form are complete and accurate as at the date of the Application Form and immediately prior to any issue of the Placement Shares to the Subscriber;



8. represents and warrants that the Subscriber has read, understood and accepted the terms of the offer in this Application Form and the Subscription Agreement;
9. represents and warrants that the Subscriber has full right and authority to sign and lodge this Application Form and the Subscription Agreement, to subscribe for the Placement Shares and to perform the other obligations set out in this Application Form and the Subscription Agreement, including under its constituent documents, and has taken all action and obtained all regulatory and other consents, approvals and authorisations necessary in that respect;
11. acknowledges that the Subscriber has relied on their its own judgement and inquiries as to whether to invest in the Company and has not relied on any statements or representations made by the Company or its directors, the Deed Administrators, employees, agents and representatives, including, without limitation, as to the particular tax consequences of purchasing, owning or disposing of the Company's securities in light of its particular situation as well as any consequences arising under the laws of any other taxing jurisdictions;
12. agrees that the Subscriber is responsible for any and all taxes in relation to its subscription for the Placement Shares;
13. acknowledges that this Application Form and the Subscription are governed by the laws of Western Australia.

**NOTE: Return of the Application Form with your payment of the application monies will constitute your offer to subscribe for the Placement Shares. This Application Form is for the Subscriber and must not be passed onto any person without written permission from the Company.**

Terms used in this Application Form have the same meaning as the meaning given to those terms in the Subscription Agreement.

EXECUTED by [INSERT] )  
 ACN [INSERT] )  
 in accordance with section 127 of the )  
 Corporations Act 2001 (Cth): )

\_\_\_\_\_  
 Signature of director

\_\_\_\_\_  
 Signature of director/company secretary  
 (please delete as applicable)

\_\_\_\_\_  
 Name of director

\_\_\_\_\_  
 Name of director/company secretary  
 (please delete as applicable)

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## SCHEDULE 2 – PLACEMENT OPTION TERMS AND CONDITIONS

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The Options entitle the holder to subscribe for Shares on the following terms and conditions:

- (a) Each Option gives the Optionholder the right to subscribe for one Share upon exercise of the Option.
- (b) Each Option will expire at 5.00pm (WST) on 30 June 2018 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- (c) Subject to paragraph (k), the amount payable upon exercise of each Option will be \$0.10 (**Exercise Price**).
- (d) The Options held by each Optionholder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion.
- (e) An Optionholder may exercise their Options by giving the Company, before the Expiry Date:
  - (i) a written notice of exercise of Options specifying the number of Options being exercised; and
  - (ii) Immediately Available Funds for the Exercise Price for the number of Options being exercised;

**(Exercise Notice).**

- (f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.
- (g) Within 10 Business Days of receipt of the Exercise Notice accompanied by the Exercise Price, the Company will allot the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice.
- (h) The Options are not transferable, except with the prior written consent of the board of directors of the Company.
- (i) All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other Shares.
- (j) The Company will not apply for quotation of the Options on ASX. However, the Company will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 10 Business Days after the date of allotment of those Shares.
- (k) If at any time the issued capital of the Company is reorganised or reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reorganisation or reconstruction.
- (l) There are no participating rights or entitlements inherent in the Options. The Optionholder cannot participate in any new issues of the Company without exercising the Option.
- (m) An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.