



ASX ANNOUNCEMENT

15 April, 2009.

COMPLETE DETAILS OF JACKSON AND SCIMITAR MERGER RELEASED

HIGHLIGHTS

- **Scheme Booklet posted to Jackson shareholders today, 15 April 2009**
- **Meeting to consider merger to be held on 18 May 2009**
- **Scheme is in the best interests of Jackson shareholders**

Jackson Minerals Limited (**Jackson**) (ASX:JAK) has provided an update on the status of its proposed Merger with Scimitar Resources Limited (**Scimitar**) (ASX:SIM), to be undertaken by a scheme of arrangement.

The Scheme Booklet (attached) detailing the proposed merger of the two companies was mailed-out to Jackson shareholders today. The shareholder meeting to consider the Merger will be held on 18 May 2009.

The documentation in relation to the scheme is important and should be read in its entirety. Shareholders are entitled to vote on the Merger and are encouraged to do so either by completing and returning the requisite proxy forms, or attending the requisite meeting and voting.

Scimitar will make offers to acquire all of the issued shares in Jackson, in exchange for the issue of shares in Scimitar. The consideration for this Scheme will be one (1) Scimitar share for seven and one half (7.5) Jackson shares held on the implementation date of the Scheme. The Jackson and Scimitar boards have unanimously agreed on the consideration for the Scheme and believe the merger represents an opportunity to create a new entity, better positioned for growth than either company on a standalone basis. The Independent Experts Report presented in the Scheme Booklet concludes **the Scheme is in the best interests of Jackson Shareholders**.

The proposed merged group will have a uranium focus and will be led by experienced resources executive Mr Tony Sage as Executive Chairman. The Scimitar and Jackson boards believe the combined corporate, management and technical strengths of both companies will result in increased financial and support capabilities, providing a sound platform for on-going exploration and development activities.

For further information, visit www.jacksonminerals.com.au and www.scimitarresources.com.au or contact:

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Jackson Minerals Ltd
Ph: (08) 9211 5777

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Professional Public Relations
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THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR URGENT ATTENTION. IF YOU ARE IN DOUBT AS TO HOW TO DEAL WITH IT, YOU SHOULD CONSULT YOUR LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVISER IMMEDIATELY

SCHEME BOOKLET

A RECOMMENDED MERGER BETWEEN

JACKSON MINERALS LIMITED
ABN 44 099 574 991

AND

SCIMITAR RESOURCES LIMITED
ABN 22 102 912 783

Your Directors are unanimous in their recommendation that, in the absence of a higher offer, you vote in favour of the Scheme. Your Directors intend, in the absence of a higher offer, to vote in favour of the Scheme.

**Legal Adviser for
Jackson Minerals Limited**

STEINPREIS PAGANIN 
Lawyers & Consultants

IMPORTANT DATES

Court hearing to convene the Scheme Meeting		8 April 2009
Proxies to be received	10am (WST)	16 May 2009
Date and time for determining eligibility to attend and vote at Scheme Meeting	5pm (WST)	16 May 2009
Meeting of Scheme Participants to approve Scheme		18 May 2009

The EXPECTED TIMETABLE is:

Court hearing to approve the Scheme		3 June 2009
Court Order is lodged with ASIC and the Scheme become binding (Effective Date)		4 June 2009
Close of Register for determining entitlements to Scimitar Resources New Shares (Record Date)		8 June 2009
Dispatch of holding statements/certificates for Scimitar Resources New Shares		10 June 2009
General Meeting of Scimitar Shareholders		10 June 2009

NOTES

- Jackson Minerals Limited reserves the right to vary the times and dates set out above and may not be able to notify Scheme Participants of these changes.
 - All dates following the Scheme Meeting are indicative and subject to Court and ASX approval.
 - Pursuant to the orders of the Court dated 8 April 2009, the date to determine the identity of those entitled to attend and vote at the Scheme Meeting is 5 pm WST on 16 May 2009.
 - Approval from Scimitar Shareholders is not required to implement the Scheme. However, a general meeting of Scimitar Shareholders will be held to approve the change of name of the Merged Group to "Cauldron Energy Limited" and to approve a capital raising, subject to implementation of the Scheme.
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LETTER TO SCHEME PARTICIPANTS

Dear Jackson Minerals Limited Shareholders

RECOMMENDED SCHEME OF ARRANGEMENT REGARDING THE MERGER OF JACKSON MINERALS LIMITED WITH SCIMITAR RESOURCES LIMITED

We have great pleasure in presenting to you details of the proposed Merger of Australian uranium companies Jackson Minerals Limited (**Jackson Minerals**) and Scimitar Resources Limited (**Scimitar Resources**), via a Scheme of Arrangement.

The concept of this Merger originates in a difficult financial market, however the proposal represents an excellent opportunity for both companies to collectively realise their growth ambitions in a unified fashion.

Your Board believes the Merger will create a company with greater global presence, controlling a suite of uranium assets that are both diversified in terms of stage of development and location. This increase and diversification in asset base presents better opportunities to attract investors from Australia, North America and Asia.

The new company's focus will be on uranium, a metal with a solid future as a clean and green energy alternative. Jackson Minerals' uranium assets in Argentina, a country with a mature and growing nuclear power generation industry, will be married with Scimitar Resources' uranium resources and highly prospective exploration ground in Australia.

The securing of Mr Tony Sage to Chair the new company is testament to the value of the Merger. Mr Sage is a successful corporate executive with extensive resource industry experience and will complement the highly experienced board and executive already within Jackson and Scimitar.

Under the proposed Merger, Jackson Minerals Shareholders will receive one (1) Scimitar Resources New Share for every seven and one half (7.5) Jackson Minerals Shares they hold, resulting in Jackson Minerals Shareholders owning approximately 21% of the Merged Entity; Scimitar Resources Shareholders will own approximately 79% of the Merged Entity.

Full details in respect of the Scheme are explained in this Scheme Booklet. We urge you to read it carefully as the information contained is important. If you have any questions regarding the proposed Merger, please do not hesitate to contact members of the Board of Jackson Minerals.

I would like to point out that the Board commissioned an independent expert, Stantons International Securities, to prepare a report on the proposed Merger. This independent report concluded that the scheme is not fair, but reasonable, and in the best interests of the relevant Scheme Participants; the report is set out in its entirety in Appendix 5 of this Scheme Booklet.

Your Directors unanimously recommend, in the absence of a higher offer, you vote in favour of the Scheme.

We look forward to your support.

Yours sincerely



Graeme Wallis

Chairman

IMPORTANT NOTICES

Entire Booklet

Scheme Participants are encouraged to read the Explanatory Statement contained in this Scheme Booklet in its entirety before making a decision on how to vote on the resolution to be considered at the Scheme Meeting.

Registration and Disclaimers

A copy of this Scheme Booklet (including the Explanatory Statement) has been registered with the ASIC pursuant to Section 412(6) of the Corporations Act. Neither the ASIC nor its officers take any responsibility for the contents of this Scheme Booklet.

A copy of this Scheme Booklet has been lodged with ASX. Neither ASX nor any of its officers take any responsibility for the contents of this Booklet.

Scimitar Resources Information

The information contained in this Explanatory Statement and other information appearing elsewhere in this Scheme Booklet concerning Scimitar Resources and the intentions of Scimitar Resources is the responsibility of Scimitar Resources. Neither Jackson Minerals nor its advisors assume any responsibility for the accuracy or completeness of any of the Scimitar Resources Information.

Jackson Minerals Information

The information contained in this Explanatory Statement and other information appearing elsewhere in this Scheme Booklet concerning Jackson Minerals and the intentions of Jackson Minerals is the responsibility of Jackson Minerals. Neither Scimitar Resources nor its advisors assume any responsibility for the accuracy or completeness of any of the Jackson Minerals information.

Status of this Booklet

This Booklet is not a prospectus or bidder's statement required by the Corporations Act. Section 708(17) and Item 17 of Section 611 of the Corporations Act provide that Section 606 and Chapter 6D of the Corporations Act do not apply in relation to arrangements under Part 5.1 of the Corporations Act approved at a meeting held as a result of an order under Section 411(1) or Section 411(1A).

Investment Decisions

This Booklet does not take into account the investment objectives, financial situation and particular needs of each individual Scheme Participant or any other particular person. Before making any investment decision in relation to the Scheme, you should consider, with or without the assistance of a securities adviser, whether that decision is appropriate in the light of your particular investment needs, objectives and financial circumstances.

Not a Court Endorsement

An order by the Court under subsections 411(1) and 411(1A) of the Corporations Act is not an endorsement of, or any other expression of opinion on, the Scheme.

Important Considerations

For a discussion of certain factors that should be considered in deciding whether to approve the Scheme refer to the summary of the advantages and disadvantages of the Scheme contained in Section 5 of the Explanatory Statement.

Forward Looking Statements

Some statements in this Scheme Booklet relate to the future. Such statements involve known risks, uncertainties and other important factors that could cause the actual results, performance or achievements of Jackson Minerals, Scimitar Resources or the Merged Group to be materially different from future results, performance or achievements expressed or implied by such statements.

The statements contained within this Scheme Booklet reflect the views held as at the date of this Scheme Booklet.

None of Jackson Minerals or Scimitar Resources, the officers of those companies nor any person named in this Scheme Booklet with their consent nor any person involved in the preparation of this Scheme Booklet makes any representation or warranty (express or implied) as to the accuracy or likelihood of any forward looking statement, or any results, values, performance or achievements express or implied in any forward looking statement, except to the extent required by law. Scheme Participants should not place undue reliance on any such statement.

Subject to any continuing obligations under the ASX Listing Rules or the Corporations Act, Jackson Minerals and Scimitar Resources disclaim any obligation or undertaking to disseminate after the date of this Scheme Booklet any updates or revisions of any such statements to reflect any change in expectations in relation thereto or any changes in events, conditions or circumstances on which any such statement is based.

Date of Booklet

This Booklet is dated 8th April 2009.

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EXPLANATORY STATEMENT

In relation to a Scheme of Arrangement between Jackson Minerals and Scheme Participants

Terms used in this Explanatory Statement are defined in the Glossary. Those expressions and their respective definitions are incorporated into, and form part of, this Explanatory Statement.

1. OVERVIEW

1.1 What is a Scheme of Arrangement?

A scheme of arrangement is an arrangement between a company and its members (and in some cases its creditors) which by law, binds the members to a form of rearrangement of their rights and obligations arising in respect of the company.

A scheme of arrangement may be used to effect a merger of two companies by which one company becomes a subsidiary of the other.

A scheme must be voted on and approved by the members of the company and then approved by the Court.

1.2 Purpose of the Explanatory Statement

This Explanatory Statement is required by Part 5.1 of the Corporations Act in relation to the Scheme. The purpose of this Explanatory Statement is to explain the terms of the Scheme, the manner in which the Scheme will be considered and implemented (if approved) and to provide such information as is prescribed or is otherwise material to the decision of a Scheme Participant whether or not to agree to the Scheme.

1.3 Key features of the Merger proposal

The Merger

On 19 December 2008, Jackson Minerals and Scimitar Resources announced the proposed merger of the two companies to create a consolidated resources company under the leadership and direction of one highly experienced management team.

If the Merger is implemented, Jackson Minerals will become a wholly-owned subsidiary of Scimitar Resources and will be delisted from the ASX.

This corporate structure is intended to deliver shareholders of both companies with a number of significant benefits, including:

- Jackson Minerals Shareholders are expected to benefit from being part of a larger listed company with a significantly greater market capitalisation with an enhanced global presence;
- a tightly held capital structure (initially only 63M shares on issue in the Merged Group),
- direct investment in a global uranium company holding quality assets in two modern countries with legally responsible and working uranium policies,
- stronger positioning for growth and potential appreciation in share value than either company on a standalone basis; and
- synergised corporate and management capacity of the companies.

What you will receive

Under the Scheme, each Jackson Minerals Shareholder will be entitled to receive one (1) Scimitar Resources New Share for every seven and one half (7.5) Jackson Minerals Shares held.

Any fractional entitlement of a Scheme Participant to a part of a Scimitar Resources New Share will be rounded up or down to the nearest whole number of Scimitar Resources New Shares (and will be rounded up if the fractional entitlement is one half).

The value of the Scimitar Resources New Shares will depend on the market value of the Scimitar Resources Shares at the time they are issued. Section 10.12 of this Explanatory Statement contains information relating to recent trading in Scimitar Resources Shares. Matters that could impact on the price performance of Scimitar Resources Shares, before and after implementation of the Merger Proposal, are discussed in Section 8.

Scheme Participants should read the terms of the Scheme, and in particular, the warranties which Scheme Participants are required to give under the Scheme if they are approved.

Interest in the Merged Company

The Merger will result in Jackson Minerals Shareholders being issued Scimitar Resources New Shares which represent approximately 21% of Scimitar Resources' fully diluted issued capital and Jackson Minerals becoming a wholly owned subsidiary of Scimitar Resources. If all of the Jackson Minerals Optionholders do not accept their offers from Scimitar Resources for the acquisition of all of their Jackson Minerals Options in exchange for the issue of Scimitar Resources Options (refer to Section 10.2), and Jackson Minerals and Scimitar Resources agree to waive this condition precedent, upon exercise of those Jackson Minerals Options, Jackson Minerals will not be a wholly owned subsidiary of Scimitar Resources. As at the date of this Scheme Booklet, some of the Jackson Minerals Optionholders have already accepted their offers from Scimitar Resources. The holding of the remaining Jackson Mineral Optionholders collectively post exercise will be less than 9% of Jackson Minerals.

Information on Scimitar Resources

Scimitar Resources is a company listed on ASX and is a leading Australian uranium, gold and base metal exploration company, with advanced stage and early stage projects throughout Western Australia, South Australia and the Northern Territory.

Further information on Scimitar Resources is contained in Section 7 of this Scheme Booklet.

Information on the Merged Group

Further information on the Merged Group is contained in Section 3 of this Scheme Booklet. Section 3 has been prepared by the management teams of Jackson Minerals and Scimitar Resources.

Why should Scheme Participants vote in favour of the Merger?

Your Directors believe that the Merger is in the best interests of Scheme Participants. The Directors unanimously recommend, in the absence of a higher offer, you vote in favour of the Scheme. Your Directors intend to do so for the Jackson Minerals Shares which they control.

The key reasons why your Directors recommend that you vote in favour of the Merger are outlined in Section 5.10 of this Scheme Booklet.

Independent Expert

Whilst not required by the provisions of the Corporations Act or the Corporations Regulations, the Directors of Jackson Minerals have elected to include a report made by an expert who is not associated with either Jackson Minerals or Scimitar Resources stating whether or not, in the expert's opinion, the proposed Scheme is in the best interests of the relevant Scheme Participants.

The Board have engaged Stantons International to prepare an independent expert's report in relation to the Scheme stating whether or not, in the expert's opinion, the proposed Scheme is in the best interests of the relevant Scheme Participants. After considering various advantages and disadvantages, the Independent Expert concluded that, the proposed Scheme is **not fair but reasonable, and in the best interests of the relevant Scheme Participants,**

In forming its opinion, the Independent Expert took into account a number of factors including the ASIC guideline requirement to apply a discount to reflect that the Jackson Minerals Shareholders will have a minority interest in the Merged Group. The Independent Expert concluded that, using a technical basis in valuing the Scimitar Resources and Jackson Minerals Shares (not on a market based approach), the proposal under the proposed Scheme to offer 1 Scimitar Resources Share for 7.5 Jackson Minerals Shares is technically on a preferred valuation basis, **not fair.**

However, the Independent Expert considered that the advantages of the proposed Scheme exceeded the disadvantages; particularly that the ability to raise new equity capital should be enhanced on a post Scheme basis, and that Jackson Minerals has limited means to raise capital as a stand-alone entity in the current economic circumstances, and without new funds may not be able to continue in its current form. Based in these considerations, the Independent Expert formed the opinion that the proposed Scheme is considered **reasonable.**

Subject to the conditions precedent to the Implementation Agreement being met (please refer to Appendix 1 of this Scheme Booklet) and there being no other higher offer made, the Independent Expert ultimately concluded that the proposed **Scheme is in the best interests of the relevant Scheme Participants.** The report is included in its entirety as Appendix 5 to this Explanatory Statement. You are urged to read that report carefully.

Conditions and Termination

The Merger will be implemented by a Scheme of Arrangement which will require approval by the Federal Court of Australia.

Implementation of the Scheme is subject to a number of conditions which are set out in the Implementation Agreement. A copy of the agreement is included in this Scheme Booklet as Appendix 1.

Scheme Meeting - General Considerations

The meeting of Jackson Minerals Shareholders will be held at The Celtic Club, 48 Ord Street West Perth, Western Australia on Monday 18 May 2009 at 10am (WST).

The notice convening this meeting is included in this Scheme Booklet as Appendix 4.

1.4 Further information

The information contained within this Section 1 is an overview only. Full details of the Merger Proposal are set out in the remainder of this Scheme Booklet. It is important that you read this Scheme Booklet in its entirety.

Should you have any questions in relation to the Merger Proposal, or wish to find out more about it, please consult your legal or financial adviser.

1.5 Some questions you may have

What do I do next?	Read this Scheme Booklet carefully and in its entirety. If you have any questions or concerns you should consult your legal, financial or other professional adviser.
What do the Jackson Minerals Directors recommend?	The Jackson Minerals Directors believe the Scheme is, in the absence of a higher offer, in the best interests of Jackson Minerals Shareholders.
Do I have to vote?	Voting is not compulsory however the Jackson Minerals Directors believe that the Scheme is important to all Scheme Participants and your vote is important. If the Scheme is approved, you will be bound to participate in it, whether or not you voted or voted in favour of the Scheme.
How do I vote?	You can exercise your vote in respect of the Jackson Minerals Shares you hold by attending the Scheme Meeting or by sending in your proxy form. The proxy form is attached to the Notice of Meeting at Appendix 4.

1.6 Privacy Statement

Personal information may be collected by Scimitar Resources and Jackson Minerals in the process of implementing the Scheme. This information may include the name, contact details and shareholdings of Scheme Participants and the names of individuals appointed to act as proxies or corporate representatives by Scheme Participants at the Scheme Meeting. The primary purpose for collecting this personal information is to assist Scimitar Resources and Jackson Minerals conduct the Scheme Meeting and implement the Scheme.

All personal information collected may be disclosed to Scimitar Resources and Jackson Minerals' respective share registries, advisers, print and mail service providers and related bodies to the extent necessary to effect the Scheme.

The collection, maintenance and disclosure of certain personal information is governed by legislation including the Privacy Act 1988 (as amended), the Corporations Act and certain rules such as the ASTC Settlement Rules. Scheme Participants are entitled under section 173 of the Corporations Act to inspect and obtain copies of personal information collected. Scheme Participants should contact Jackson Minerals' share registry in the first instance if they wish to access their personal information. Scheme Participants should inform their personal representatives, proxy or attorney of these matters.

2. SUMMARY OF THE SCHEME

2.1 General

It is intended, subject to obtaining all necessary approvals from the Scheme Participants and the Court, that Jackson Minerals undergo a reorganisation to be implemented by way of scheme of arrangement under Section 411 of the Corporations Act.

Under the Scheme, Jackson Minerals Shares held by Jackson Minerals Shareholders will be transferred to Scimitar Resources and, in exchange, Jackson Minerals Shareholders will be issued one (1) Scimitar Resources New Share for every seven and one half (7.5) Jackson Minerals Shares transferred.

Jackson Minerals may seek later orders from the Court pursuant to Section 413 of the Corporations Act to ensure the Merger is successfully completed.

The Scheme will take effect, subject to all necessary approvals, on the Effective Date.

This Explanatory Statement has been prepared pursuant to Section 412(1) of the Corporations Act to explain the effect of the proposed Scheme between Jackson Minerals and the Scheme Participants. A copy of the Scheme is contained in Appendix 2.

2.2 What is the Scheme?

The Scheme is a legal arrangement between Jackson Minerals and Scheme Participants under which, subject to all necessary approvals, Jackson Minerals will become a wholly owned subsidiary of Scimitar Resources.

2.3 Effect of the Scheme

The Scheme operates as a statutory mechanism that, if duly approved, compels each Jackson Minerals Shareholder (including those who do not vote on the Scheme or who vote against it) to:

- (a) appoint Jackson Minerals to transfer all of the Jackson Minerals Shares held by them to Scimitar Resources free from all encumbrances in exchange for their receiving the relevant Scheme Consideration, being one (1) Scimitar Resources New Share for every seven and one half (7.5) Jackson Minerals Shares held;
- (b) agree to cease to be a holder of, and to have any direct interest in, their Jackson Minerals Shares in return for receiving the relevant Scheme Consideration;
- (c) agree to any variation, cancellation or modification of the rights attached to their Jackson Minerals Shares constituted by or resulting from the Scheme;
- (d) agree to accept the issue to them of the Scimitar Resources New Shares; and

agree to become a registered Scimitar Resources Shareholder for the purpose of Section 231 of the Corporations Act and to be bound by the constitution of Scimitar Resources as in force from time to time in respect of the Scimitar Resources New Shares.

2.4 Quotation of Scimitar Resources New Shares

Application will be made for the quotation of the Scimitar Resources New Shares on ASX within 7 days after the Effective Date.

2.5 What will happen if the Scheme is not approved?

If the Scheme is not approved, Jackson Minerals will continue to operate as it currently does and will not have any connection with Scimitar Resources (other than as already in existence). In this case, the benefits of the Scheme described in Section 3 of this Explanatory Statement will not be realised.

3. REASONS FOR THE SCHEME

3.1 Overview of the Merger

The effect of the Scheme is that Jackson Minerals will become a wholly-owned subsidiary of Scimitar Resources. All Jackson Minerals Shares on issue will be held by Scimitar Resources. Scimitar Resources will be the ultimate holding company of the Merged Group. After implementation of the Scheme and subject to shareholder approval at the Scimitar Resources General Meeting, the name of the Merged Group will become "**Cauldron Energy Limited**".

Upon implementation of the Scheme, it is proposed that the Board of the Merged Group will consist of one member of the current Jackson Minerals board and two members of the current Scimitar Resources Board. In addition, Tony Sage will be appointed as the executive chairman of the board of the Merged Group.

At the Scimitar Resources General Meeting (to be held after the Scheme Meeting), approval will be sought for the change in name from Scimitar Resources to "Cauldron Energy Limited" and for approval to raise between \$5 million and \$10 million through the issue of Scimitar Resources Shares at a price that is at least 80% of the volume weighted average market price of the Shares calculated over the last 5 days on which sales in the Shares were recorded before the date on which the issue is made.

On completion of the Merger, the issued capital of Scimitar Resources will comprise 63,390,753 Scimitar Resources Shares and 8,140,000 Options to acquire Scimitar Resources Shares.

The Merger is subject to obtaining all necessary approvals from Scheme Participants and the Court. All such approvals and transactions are interrelated and conditional on each other. In other words, should such approvals not be granted for any part of the proposed transactions as envisaged, the Merger will not proceed.

The Directors have resolved to recommend to Scheme Participants that they approve the proposed Merger with Scimitar Resources. In making this recommendation they have had regard to:

- the prospects for the Merged Group as a result of the synergistic benefits of the Merger; and
- the conclusion of the Independent Expert.

3.2 Overview of the Merged Group

The Directors believe the Merged Group will bring together management and projects that have the capacity and growth potential to attract greater and more diverse investor interest. It will combine two groups with highly complementary exploration profiles; resulting in a larger and more progressive resource company, with an increased global presence and asset base, well positioned to take advantage of the financial markets in Australia, Asia and North America.

The Merged Group will have a uranium focus, including quality resources and significant land holdings in Australia, and large defined uranium deposits in Argentina. The current intentions of the Merged Group is to divest the non core assets of the Merged Group (primarily the gold assets of the Merged Group) by joint venture or sale.

The Merger has been timed to take advantage of the growing acceptance in Australia and South America of the major role uranium is likely to play in the supply of clean and green energy worldwide.

The lifting of uranium mining bans in Western Australia is particularly beneficial to Scimitar, which owns the Yanrey resource in the State's Pilbara region. Yanrey is adjacent Paladin Energy's Manyingee Project, at which Paladin is working towards establishing a mine in the next four to five years. Scimitar Resources also has exciting exploration projects in South Australia and the Northern Territory, proximal to established resource areas.

In Argentina, the current expansion of the existing nuclear power generation industry is considered the only real solution to an energy supply crisis that is limiting economic growth in the region. Argentina has a mature and expanding nuclear power generation industry and has the opportunity to become the "France" of South America, supplying itself and neighbouring countries with electricity generated from uranium. Jackson Mineral's strategy has been to define resources with potential to supply uranium to this market.

Summary of Merger Benefits, Synergies and Savings

The directors of Jackson Minerals and Scimitar Resources believe that a number of significant benefits will flow from the Merger. These benefits include:

a combined asset base that provides an increased global presence in the uranium industry and a geographical diversification that has the potential to attract investors in Australia, North America and Asia;

- a corporate and management team that has a proven track record in project definition and development or sale worldwide;
- a corporate team that has experience in fund-raising for large resource projects;
- beneficial cost savings from the rationalisation of two company administration and management structures.
- Increased ability to raise funds by virtue of creating a company with a significantly greater market capitalisation with an enhanced market presence.

3.3 Board of Directors of the Merged Group

It is proposed that the board of directors of the Merged Group will comprise the following individuals:

Antony William Paul Sage (B.Bus, FCPA, CA, FTIA)

Executive Chairman and Chief Executive Officer

Tony Sage has more than 25 years' experience in the fields of corporate advisory services, funds management and capital raising. He is currently Jackson Minerals' largest shareholder and a corporate advisor to Jackson Minerals.

Mr Sage is based in Western Australia and was formerly a successful funds manager with Growth Equities Mutual for 13 years. In the past 12 years he has been involved in the management and financing of several listed exploration and mining companies, including Gabriel Resources Ltd, Cape Lambert Iron Ore Limited (formally Hamill Resources Limited), International Goldfields Limited, NFX Gold Ltd and Global Iron Limited.

Mr Sage was instrumental in the successful listing of Gabriel Resources Ltd in 1996 which operated in the Golden Quadrilateral in Romania. Since its sale to Newmont in 2001 for in excess of \$600 million, European Goldfields Limited was successfully spun out of Gabriel Resources Ltd and is now operating in Greece with a market capitalisation in excess of \$800 million.

Mr Sage was also one of the founders of Redwave Media Ltd, that established one of the largest regional radio networks in Australia, which was acquired by West Australian Newspapers Ltd in 2003.

Mr Sage is the majority owner of A League football team franchise, Perth Glory. He is currently director of ASX-listed companies Cape Lambert Iron Ore Limited, International Goldfields Limited, Global Iron Limited and Tianshan Goldfields Limited.

Mr Sage is also a director of Dempsey Resources Pty Ltd, which is a wholly-owned subsidiary of Cape Lambert Iron Ore Limited.

Mr Terry Topping (B Appl Sc, BSc(Hons), M AusImm, F.FIN)

Managing Director

Mr Topping has over 12 years' experience in the management of listed public companies. He has experience since 1985 as an exploration geologist exploring for gold, diamonds, base metals and uranium. He was co-founder of Taipan Resources NL, which listed as a gold exploration company in 1993 and remained a director until June 2002.

Mr Topping was integral in the discovery of the high-grade Paulsens gold deposit (600,000 oz) which was a major gold discovery in the Ashburton Mineral Field in Western Australia. Paulsens was advanced through to a bankable feasibility study with mining commencing in 2005.

Mr Topping holds a degree in Geology from the Queensland University of Technology (1985), a Bachelor of Science (Hons) (1987) from the University of New England, and is a member of the Financial Services institute of Australasia (FINSIA). He is currently a non-executive director of Goldminco Corporation, a Toronto Stock Exchange-VE listed gold and base metals exploration company, and Managing Director of Scimitar Resources Ltd.

Mr Brett Smith (BScHons, MAusIMM, MAIG, MAICD)

Executive Technical Director

Mr Smith has more than 22 years' experience in the mining and exploration industry as a geologist, manager, consultant, and director. He is currently Managing Director of Jackson Minerals Limited and Chairman of Australian junior energy company, Blackham Resources Limited.

Mr Smith was primarily responsible for Jackson's strategic move into Argentina. His industry experience is broad, dominated by exploration and resource definition for mining operations. Mr Smith has been responsible for building Jackson's successful technical teams in Australia and Argentina, and believes the foundations for success lie with dedicated and professional on-ground personnel.

Mr Smith graduated with a Bachelor of Science with Honours (Geology) from the James Cook University of North Queensland in 1986. He joined Jackson in June 2002, before becoming an Executive Director in May 2006 and assumed the role of Managing Director in July 2007.

Mr Kent Hunter (B.Bus, CA)

Non-Executive Director

Mr Hunter is a chartered accountant with over 15 years' corporate, directorial and company secretarial experience. He has been involved in the ASX listing of over 20 junior exploration companies in the past seven years.

Mr Hunter has experience in capital raisings, ASX compliance and regulatory requirements. He is currently managing director of Red Emperor Resources NL, a non-executive director of Cazaly Resources Limited and Scimitar Resources and is company secretary of two other ASX-listed entities, including Jackson Minerals.

3.4 Future Direction of the Merged Group

The Merged Group (to be named "Cauldron Energy Limited", subject to receipt of approval from Scimitar Resources' Shareholders at the Scimitar Resources General Meeting) will continue to focus on the exploration of the exploration assets of the Merged Group (details of which are contained in Sections 6 and 7 of this Scheme Booklet), either in its own right or through third party participation. The Merged Group's main focus will be on the exploration of uranium on the Merged Group's exploration licences. It is the current intention to divest non core assets of the Merged Group via joint venture or sale.

The Merged Group will continue to seek strategic growth opportunities which aim to deliver shareholder value.

Further detail on the share and option holdings of Jackson Minerals Shareholders and Scimitar Resources Shareholders pre merger are detailed in Sections 6.12 and 7.14 respectively. The capital structure of the Merged Group is set out in Section 3.9 below.

3.5 Further intentions

Other than as set out elsewhere in this Explanatory Statement, the directors of Scimitar Resources and the Merged Group do not have any present intention to:

- (a) alter the continuation of the business of Jackson Minerals or transfer any undertaking or any part of an undertaking of Jackson Minerals; or
 - (b) make any major changes to the business of Jackson Minerals, including any redeployment of the fixed assets of Jackson Minerals,
- except that Jackson Minerals will be delisted from the ASX upon successful completion of the Merger.

The employment status of Jackson Minerals employees will not be affected by the proposed Merger. Employees in Australia will be engaged by the Merged Group under the same conditions they currently enjoy. In Argentina, employees will continue to be employed by Jackson Global Limited a wholly owned subsidiary of Jackson Minerals.

The statement set out above relates to the present intention of the directors of Scimitar Resources and the Merged Group as at the date of the Scheme Booklet. After the Merger has been implemented and the directors and management of the Merged Group have conducted a detailed strategic review of the Merged Group's business and operations, certain recommendations and proposals may be implemented by the Merged Group that the directors of the Merged Group consider to be in the best interests of the shareholders of the Merged Group. Shareholders should note that it is the intention of the Merged Group to divest non core assets, including gold assets, of the Merged Group and focus primarily on uranium exploration in Australia and Argentina. These proposals may be inconsistent with the statement set out above.

3.6 Financial Forecasts

The Board of Jackson Minerals believes that it does not have a reasonable basis to provide an earnings forecast for the Merged Group. Accordingly, Jackson Minerals believes that the inclusion of financial forecasts for the Merged Group would be unduly speculative and potentially misleading.

3.7 Proforma Consolidated Balance Sheet for the Merged Group

Outlined below is the unaudited consolidated net assets of Scimitar Resources and Jackson Minerals as at 31 December 2008 together with a proforma consolidated balance sheet of the Merged Group as at 31 December 2008.

The Independent Expert has been provided with this information for use in the Independent Expert's Report included in Appendix 5.

Scimitar Resources Limited**Merged Group**

Proforma Consolidated Balance Sheet

BALANCE SHEET	SIM \$'s 31-Dec-08	JAK \$'s 31-Dec-08	MERGED GROUP \$'s 31-Dec-08
ASSETS			
<u>Current Asset</u>			
Cash and cash equivalents	1,106,741	573,718	1,680,459
Receivables	98,802	275,813	374,615
Other investments	354,172	-	354,172
Total Current Assets	1,559,715	849,531	2,409,246
<u>Non-Current Assets</u>			
Receivables	129,820	153,975	283,795
Held-to-maturity investments (Note2)	1,250,000	-	-
Exploration expenditure	9,207,520	6,992,257	12,243,901
Plant and equipment	47,661	131,347	179,008
Total Non-Current Assets	10,635,001	7,277,579	12,706,704
Total Assets	12,194,716	8,127,110	15,115,950
LIABILITIES			
<u>Current Liabilities</u>			
Trade and other payables	313,189	237,162	550,351
Financial liabilities	5,117	-	5,117
Provisions	15,619	18,740	34,359
Total Current Liabilities	333,925	255,902	589,827
<u>Non-Current Liabilities</u>			
Financial liabilities (Note 2)	2,300,000	1,250,000	2,300,000
Other financial liabilities	2,768	-	2,768
Total Non-Current Liabilities	2,302,768	1,250,000	2,302,768
Total Liabilities	2,636,693	1,505,902	2,892,595
NET ASSETS	9,558,023	6,621,208	12,223,355
EQUITY			
Issued capital	13,377,056	15,477,398	16,030,141
Reserves	1,069,810	935,112	1,069,810
Accumulated losses	(4,888,843)	(9,803,549)	(4,888,843)
Total Parent Entity Interest	9,558,023	6,608,961	12,211,108
Minority interest	-	12,247	12,247
TOTAL EQUITY	9,558,023	6,621,208	12,223,355

The following assumptions have been made and adjusted for in the compiling of the proforma consolidated statement of financial position for the Merged Group:

- Scimitar will issue 13,278,760 ordinary fully paid shares to Scheme Participants, being holders of shares in Jackson Minerals Limited;
- The last traded price of Scimitar Resources Limited is \$0.20;

- The value ascribed to the issue of Scimitar shares is therefore \$2,653,085; and
- Merger costs have not been included as they are yet unidentifiable and deemed to be immaterial to the transaction.

Notes:

1. The Merged Group consolidated pro-forma balance sheet has been prepared on the basis of unaudited consolidated net assets of Scimitar Resources and Jackson Minerals as at 31 December 2008.
2. On 31 December 2008 Scimitar Resources executed a \$1.25m convertible note funding agreement with Jackson Minerals (Convertible Note). The convertible note acquired from Jackson Minerals is convertible at the lesser of \$0.03 or the volume weight average price of Jackson Minerals Shares over the 5 days trading prior to the conversion notice being received, on or before 29 March 2010. The convertible note has been recognised in Scimitar Resources' balance sheet as a non-current asset and classified as a 'Held-To-Maturity Investment'. Conversely, Jackson Minerals has recognised the Convertible Note in the Consolidated Entity's balance sheet as a Non-Current Financial Liability. On implementation of the Scheme this intercompany transaction is eliminated.

Material Changes to Scimitar Resources since audited 30 June 2008 Financial Statements

On 20 October 2008 Scimitar Resources announced it had entered into a Farm-In and Joint Venture Agreement with a Korean Consortium to jointly explore, drill and develop its highly prospective Marree Uranium Project in South Australia. The Korean Consortium may acquire 50% of the project by spending \$6.2m over three years.

On 29 December 2008 Scimitar Resources completed the secured convertible note agreement with Dempsey Resources Pty Ltd (Dempsey) and raised \$2.3m. Under the terms of the agreement, Dempsey has the right before the repayment date of 24 March 2010 to convert the Convertible Note into Scimitar Resources Shares, subject to the approval by Scimitar Resources shareholders. The conversion price is \$0.15 per Scimitar Resources Share. Scimitar Resources has agreed to pay interest at a rate of 12% pa on the convertible note.

On 31 December 2008 Scimitar Resources completed a \$1.25m convertible note funding agreement with Jackson Minerals. The convertible note acquired from Jackson Minerals is convertible at the lesser of \$0.03 or the volume weighted average price of Jackson Minerals over the 5 days trading prior to the conversion notice being received, on or before 29 March 2010. Jackson Minerals has agreed to pay Scimitar Resources interest at a rate of 12% pa on the convertible note.

Other than the above, there have been no material changes to Scimitar Resources since the audited 30 June 2008 Financial Statements.

There have been no material changes to Scimitar Resources since 31 December 2008.

Material changes to Jackson Minerals since audited 30 June 2008 Financial Statements

In September 2008 Jackson Minerals issued a \$750,000 convertible note to Dempsey Resources Pty Ltd. In December 2008 this convertible note was redeemed by the Jackson Minerals. The redemption was made possible by Jackson Minerals issuing a new \$1.25M convertible note to Scimitar Resources (Scimitar Resources Convertible Note). These funds were utilised to repay Dempsey Resources Pty Ltd and provide additional working capital to Jackson Minerals.

The Scimitar Convertible Note is convertible at the lesser of \$0.03 or the volume weighted average price of Jackson Minerals Shares over the 5 day trading prior to the conversion notice being received, on or before 29 March 2010. The coupon rate is 12%.

Other than the above, there have been no material changes to Jackson Minerals since the audited 30 June 2008 Financial Statements.

There have been no material changes to Jackson Minerals since 31 December 2008.

3.8 Top 10 Shareholders of the Merged Group

Following completion of the Merger, the top 10 shareholders of the Merged Group will be as follows:

Name	Number of Shares	% of shareholding
Kouta Bay Pty Ltd	3,823,361	6.03%
Mega Uranium Ltd	2,250,000	3.55%
Terence Topping	2,500,000	3.44%
Antony Sage <Egas Superannuation Fund>	1,994,600	3.15%
Mr Michael Lim	1,815,000	2.86%
Kingswave Nominees Pty Ltd	1,800,000	2.84%
GW International Pty Ltd	1,584,387	2.5%
ANZ Nominees Limited	1,525,060	2.41%
Mr Erwin John Clayton	855,200	1.35%
Mac 110 Nominees Pty Ltd	750,000	1.18%
TOTAL	18,897,608	29.31

3.9 Capital Structure of the Merged Group

The capital structure of the Merged Group is outlined below.

	Shares	Options
Currently on issue in Scimitar Resources	50,111,993	5,300,000
Shares to be issued pursuant to Scheme	13,278,760	-
Options to be issued pursuant to the Option Offers	-	2,840,000
Securities on issue post completion of Merger	63,390,753	8,140,000

At the Scimitar Resources General Meeting, approval will be sought, inter alia, to raise between \$5 million and \$10 million through the issue of Scimitar Resources Shares at a price that is at least 80% of the volume weighted average market price of the Scimitar Resources shares calculated over the last 5 days on which sales in the shares were recorded before the date on which the issue is made.

4. IMPLEMENTATION OF THE SCHEME

4.1 Implementation Agreement, Scheme of Arrangement and Deed Poll

On 19 December 2008 Jackson Minerals and Scimitar Resources jointly announced an intention to merge. A copy of the Implementation Agreement is included in this Scheme Booklet at Appendix 1 and a summary of the material terms of the Implementation Agreement is contained below in Section 4.2.

The detailed terms of the Scheme are set out in the Scheme of Arrangement in Appendix 2 to this Scheme Booklet.

Scheme Participants are encouraged to read the terms of the Scheme, and in particular, the warranties which Scheme Participants are required to give under the Scheme if they are approved.

In support of its obligations under the Implementation Agreement, Scimitar Resources has executed the Deed Poll in favour of Scheme Participants under which it has agreed to perform its obligations under the Implementation Agreement and the matters contemplated by the Scheme. A copy of the Deed Poll is included in Appendix 3 to this Scheme Booklet.

4.2 Summary of Implementation Agreement

On 19 December 2008, Jackson Minerals and Scimitar Resources entered into the Implementation Agreement on the material terms and conditions summarised below.

Agreement to proceed with Scheme

Jackson Minerals and Scimitar Resources agree to propose the Scheme upon and subject to the terms and conditions set out in the Implementation Agreement, and to each do everything reasonable within their power to implement the Scheme prior to 19 June 2009.

Conditions precedent

The principal conditions precedent to the implementation of the Scheme include:

- (a) approvals from governmental agencies and applicable regulatory bodies such as ASIC and ASX being obtained;
- (b) no regulatory authority or judicial entity making any order which would restrain or prohibit the implementation of the Scheme;
- (c) no Jackson Minerals Material Adverse Change or Jackson Minerals Prescribed Occurrence (as defined in the Implementation Agreement) occurring;
- (d) no Scimitar Resources Material Adverse Change or Scimitar Resources Prescribed Occurrence (as defined in the Implementation Agreement) occurring;
- (e) the appointment of an independent valuer to determine the value of Jackson Minerals and both parties agreeing on the Scheme Consideration to be provided to Scheme Participants;
- (f) Jackson Minerals obtaining an independent expert's report which concludes that the Scheme is in the best interests of the Scheme Participants;
- (g) no Scimitar Takeover Proposal (as defined in the Implementation Agreement) is made or announced which results in the Independent Expert no longer concluding that the Scheme is in the best interests of Scheme Participants;
- (h) no Jackson Minerals Takeover Proposal (as defined in the Implementation Agreement) is made or announced;
- (i) the Scimitar Resources New Shares to be issued to Scheme Participants in accordance being approved for official quotation by ASX (conditional only on the issue of those shares and on Scimitar Resources providing ASX with a completed application for quotation of those shares);
- (j) the Jackson Minerals Shareholders approving the Scheme;
- (k) Jackson Minerals completing and being satisfied in its sole and absolute discretion with its due diligence into Scimitar Resources;
- (l) Scimitar Resources completing and being satisfied in its sole and absolute discretion with its due diligence into Jackson Minerals;
- (m) the Court making orders pursuant to Section 411(4)(b) of the Corporations Act approving the Scheme;
- (n) all Jackson Minerals Optionholders accepting the Option Offers and Jackson Minerals obtaining from ASX a waiver of any requirement under ASX Listing Rule 6.23.2 to obtain the approval of the Jackson Minerals Shareholders to the cancellation of any Jackson Minerals Options (if required);
- (o) consents being obtained from all relevant persons in respect of all joint venture documentation and other material contracts which Scimitar Resources and Jackson Minerals agree are necessary or desirable to implement the Scheme; and
- (p) the existing convertible note issued by Jackson Minerals to Dempsey Resources Pty Ltd (**Dempsey**) being satisfied in full and:
 - (i) Jackson Minerals issuing a convertible note with a face value of \$1,250,000 to Scimitar Resources; and
 - (ii) Scimitar Resources issuing a convertible note with a face value of \$2,200,000 to Dempsey, on terms acceptable to both Scimitar Resources and Jackson Minerals.

As at the date of this Scheme Booklet, conditions (e), (f), (k), (l), (n) and (p) have been satisfied.

Conditions precedent not met

If any of the conditions precedent are not satisfied or waived by the date specified in the Implementation Agreement for its satisfaction, or if the Scheme is not effective by the End Date (being 19 June 2009), then the parties will consult in good faith with a view to determining whether:

- (a) the Merger, or a transaction which results in Scimitar Resources having beneficial ownership of all Jackson Minerals Shares, may proceed by way of alternative means or methods; or
- (b) the date for satisfaction of the relevant condition precedent or the End Date should be extended or to adjourn or change the date of an application to the Court.

If the parties are unable to reach agreement within 5 Business Days, then either party may terminate the Implementation Agreement without any liability to the other party by reason of that termination alone, but without limiting either party's rights in respect of a breach of the Implementation Agreement prior to its termination.

Option Offers

Scimitar Resources must make the Option Offers as soon as practicable after the date of the Implementation Agreement and in any case by no later than five (5) Business Days after the date this Scheme Booklet is dispatched to Scheme Participants.

Further information in relation to the Option Offers is set out in Section 10.2 of this Explanatory Statement.

Conduct of business

From the date of the Implementation Agreement up to and including the Effective Date (as defined in the Implementation Agreement), Jackson Minerals must conduct its business in the ordinary and proper course of business.

Representations and warranties

Scimitar Resources represents and warrants to Jackson Minerals (on its own behalf and separately as trustee for each of the Jackson Minerals Indemnified Parties (as defined in the Implementation Agreement)) and Jackson Minerals represents and warrants to Scimitar Resources (on its own behalf and separately as trustee for each of the Scimitar Resources Indemnified Parties (as defined in the Implementation Agreement)) representations and warranties that are standard for an agreement of this nature and which relate to their status, issued capital and compliance with due diligence obligations in favour of the other party to ensure the Scheme Booklet does not contain any misleading or deceptive statement.

Indemnities

Scimitar Resources agrees with Jackson Minerals (on Jackson Minerals' own behalf and separately as trustee or nominee for each of the other Jackson Minerals Indemnified Parties) to indemnify and keep indemnified the Jackson Minerals Indemnified Parties from and against all liabilities, damages, loss, harm, charges, costs, expenses and other outgoings of whatever nature and however arising which any of the Jackson Minerals Indemnified Parties may suffer or incur by reason of any breach of any of the representations and warranties it provides in favour of Jackson Minerals in the Implementation Agreement.

Jackson Minerals agrees with Scimitar Resources (on Scimitar Resources' own behalf and separately as trustee for each of the other Scimitar Resources Indemnified Parties) to indemnify and keep indemnified the Scimitar Resources Indemnified Parties from and against all liabilities, damages, loss, harm, charges, costs, expenses and other outgoings of whatever nature and however arising which any of the Scimitar Resources Indemnified Parties may suffer or incur by reason of any breach of any of the representations and warranties it provides in favour of Scimitar Resources in the Implementation Agreement.

Termination

Either party may terminate the Implementation Agreement if at any time prior to the Second Court Date (being the date the Court hears the application under Section 411(4)(b) of the Corporations Act approving the Scheme) if:

- (a) a Court or other governmental agency has issued a final and non-appealable order, decree or ruling or taken other action which permanently restrains or prohibits the Merger;
- (b) the other party is in material breach of any clause of the Implementation Agreement before the Second Court Date provided that either Scimitar or Jackson Minerals, as the case may be, has given notice to the other setting out the relevant circumstances and stating an intention to terminate and, if the relevant circumstances continue to exist eight (8) Business Days (or any shorter period ending at 5.00pm WST on the day before the Second Court Date) from the time such notice is given, the terminating party may, in its absolute discretion, terminate the Implementation Agreement by a further notice in writing to the other party;
- (c) the Scheme is not approved by the majority of Scheme Participants required under the Corporations Act; or
- (d) the Scheme does not become Effective on or before 19 June 2009.

Effect of termination

In the event of termination of the Implementation Agreement by either Jackson Minerals or Scimitar Resources the Implementation Agreement will become void and have no effect, other than in respect of any liability for an antecedent breach of the Implementation Agreement.

Exclusivity

Subject to the exceptions set out in the following paragraph, between the date of the Implementation Agreement and 19 June 2009 (or such other date agreed between the parties), neither Jackson Minerals nor Scimitar Resources nor their respective associates may directly or indirectly:

- (a) solicit, initiate or participate in discussions relating to a Takeover Proposal (as defined in the Implementation Agreement) in respect of that party; or
- (b) provide information to facilitate consideration of a Takeover Proposal relating to that party.

Exceptions to Exclusivity

Jackson Minerals and Scimitar Resources may undertake any action that would otherwise be prohibited under the exclusivity provision of the Implementation Agreement or which might otherwise lead to Scheme not proceeding in relation to a bona fide Takeover Proposal provided that:

- (a) the Takeover Proposal was not solicited by Jackson Minerals or Scimitar Resources (as applicable);
- (b) the Jackson Minerals Board or Scimitar Resources Board (as applicable) has determined, in good faith and after consultation with its legal advisers, that to do or not do anything in respect of the Takeover Proposal may constitute a breach of any fiduciary or statutory duty of the members of the Jackson Minerals Board or Scimitar Resources Board (as applicable); and
- (c) the Jackson Minerals Board or Scimitar Resources Board (as applicable), acting in good faith and on the advice of an independent financial adviser, determines that the Takeover Proposal under consideration is more favourable to the Jackson Minerals Shareholders or Scimitar Resources Shareholders (as applicable) than the Scheme.

Confidentiality

Each party agrees not to disclose any of the confidential information of the other party received by it, unless required to by law, or with the consent of the other party.

4.3 Procedural Steps

For the Scheme to take effect, Section 411(1) of the Corporations Act requires the Scheme be separately approved by a majority in number, representing 75% of the votes that may be cast on the resolution by Jackson Minerals Shareholders, present and voting at the Scheme Meeting, either in person or by proxy.

The Scheme Meeting is being convened by Jackson Minerals in accordance with an order made by the Court.

If Scheme Participants do not approve the Scheme by the requisite majority, the Scheme will not proceed.

If Scheme Participants approve the Scheme, then the Scheme must also be approved by the Court. If the Court approves the Scheme, it will become binding on Scimitar Resources, Jackson Minerals and each Scheme Participant upon the Court making an order under section 411(4)(b) and those orders being lodged with ASIC.

4.4 Record Date

For the purposes of establishing the holders of Jackson Minerals Shares entitled to receive the Scheme Consideration, the Register will be closed at 5.00pm WST on the 5th Business Day after the Effective Date.

4.5 Implementation of the Scheme

Implementation of the Scheme is subject to a number of conditions (a summary of which is contained in section 4.2).

Full details of the conditions precedent to the implementation of the Scheme is set out in the Implementation Agreement. Scheme Participants should review the terms and conditions of the Implementation Agreement contained in this Scheme Booklet at Appendix 1 prior to making a decision on how to vote in relation to the Scheme.

No person holds more than 10% of the issued capital of Scimitar Resources who also holds shares in Jackson Minerals.

Application to the Court for an order approving the Scheme will be made so that the Court hearing to approve the Scheme is held as soon as possible after the Scheme Meeting, in accordance with the obligations of Jackson Minerals under the Implementation Agreement.

Each Scheme Participant has the right to appear at the application by Jackson Minerals for the Court order referred to above.

4.6 Effective Date

The Scheme will become binding on Scimitar Resources, Jackson Minerals and on each Scheme Participant upon the Court making an order under Section 411(4)(b) of the Corporations Act and that order becoming effective under Section 411(10), and upon the fulfilment of all of the other conditions to which the Scheme is subject.

After the Effective Date, all certificates and uncertificated holding statements for Jackson Minerals Shares will cease to be valid other than as evidence of entitlement to Scimitar Resources New Shares.

4.7 Issue of Holding Statements

Holding statements for Scimitar Resources New Shares issued as consideration for the acquisition of the Jackson Minerals Shares will be sent to Jackson Minerals Shareholders within 10 Business Days after the Effective Date by prepaid post at their respective addresses as shown in the Register or at such other addresses as they may instruct Jackson Minerals in writing prior to the date of posting.

4.8 Terms of Scimitar Resources New Shares

The Scimitar Resources New Shares to be allotted pursuant to the Scheme will be ordinary fully paid shares and, with effect from their date of issue, will rank *pari passu* in all respects with the existing Scimitar Resources Shares. A summary of the rights attaching to Scimitar Resources New Shares is contained in Section 10.1 of the Explanatory Statement.

4.9 Overseas holders of Jackson Minerals Shares

A **Foreign Holder** is a Scheme Participant who is resident outside Australia or New Zealand.

Foreign Holders will participate in, and be bound by, the Scheme in the same manner as non-Foreign Holders unless the Scheme Participant resides in a jurisdiction where it is not legally permitted to do so or registration or qualification is required to issue the Scimitar Resources Shares. If the Scheme Participant resides in a jurisdiction where it is not legally permitted to do so or registration or qualification is required, Scimitar Resources will instead issue and allot the Scimitar Resources New Shares of which the Foreign Holder would otherwise be entitled to under the Scheme to a nominee appointed by Scimitar Resources who will sell those Scimitar Resources New Shares and pay the proceeds received (after deducting any applicable brokerage, stamp duty and other taxes and charges) to that Foreign Holder.

5. CONSIDERATIONS FOR SCHEME PARTICIPANTS

The directors of Jackson Minerals unanimously believe that the advantages of the Scheme outweigh the possible disadvantages and potential risks and that the Scheme is in the best interests of the Scheme Participants and Jackson Minerals. Specific advantages of the Scheme are outlined below.

5.1 Why the Merger Proposal should be implemented

(a) Introduction

Your Directors unanimously recommend that Scheme Participants approve the Scheme and pass the resolutions required to give effect to the Merger Proposal.

As outlined elsewhere in this Scheme Booklet, each of the Jackson Minerals Directors holds shares and options in Jackson Minerals and propose to vote in favour of the Scheme in respect of their shareholding in Jackson Minerals.

Your Directors have given careful consideration to the Merger Proposal and set out below are some of the more relevant matters which were considered.

(b) Background to and strategic rationale for the Merger Proposal

Jackson Minerals is a diversified Australian exploration company with a portfolio of uranium, precious and base metal projects in Australia and Argentina.

Jackson Minerals listed on ASX in June 2002 with a focus on mineral exploration in Australia. The company's move into Argentina followed the sale of its flagship gold asset (Wallbrook) in 2007.

Jackson Minerals is pursuing a growth strategy from:

- (i) exploration or acquisition;
- (ii) realising financial benefits associated with the ownership of valuable mineral assets; and
- (iii) positioning the company to take advantage of the current growth in the global nuclear power generation industry.

Jackson Minerals believes that the Merger with Scimitar Resources provides an excellent opportunity for the company to more aggressively pursue and achieve these objectives.

Scimitar Resources is an Australian uranium exploration company with approximately 20,000 km² of uranium prospective tenements located in well known uranium provinces in Western Australia, South Australia and Northern Territory.

The majority of Scimitar Resources' tenure is located adjacent to significant uranium discoveries and deposits.

Scimitar Resources' assets include the Inferred Resource of some 4.8 million pounds of eU308 at a grade of 300ppm eU308 at a cut off grade of 150ppm eU308 in the Pilbara region of Western Australia, adjacent to Paladin's 24 Mlb Manyingee uranium deposit.

Accordingly, the Merger will provide in Jackson Minerals Shareholders with the opportunity to:

- (i) have an interest in a company with an expanded and diversified portfolio of projects to include uranium resources and exploration ground in two Australian states and the Northern Territory that have favourable uranium mining legislation;
- (ii) create a global uranium junior with quality assets in two modern countries with responsible, working uranium policies; and
- (iii) have an interest in a company which combines the corporate strength of the two companies and increases the financial and management capabilities to support further exploration.

The Board believes that the Merger provides Jackson Minerals' shareholders with the opportunity to realise the value created within the current operations through strategic leveraging opportunities created by the consolidated company.

The Merger will create a new entity which is better positioned to access investors in Australia, Asia and North America than either Jackson Minerals or Scimitar Resources on a standalone basis.

From a balance sheet perspective this is reflected in the proforma balance sheet included in Section 3.7 of this Explanatory Statement and the Independent Expert's Report included in Appendix 5.

Some specific comments which the Board makes in relation to the Merger are:

- there will be immediate exposure for shareholders of both Jackson Minerals and Scimitar Resources to a more diversified portfolio of assets at varying stages of evaluation and development;
- the additional balance sheet strength provided by Scimitar Resources will enable Jackson Minerals to expedite its growth plans and provide an entry to an expanded shareholder base and capital markets;
- Jackson Minerals Shareholders are expected to benefit from being part of a larger listed company with a significantly greater market capitalisation and enhanced liquidity in the market;
- the business of the Merged Group going forward provides a solid platform for the funding and expansion of exploration activities;
- cost savings will be realised from the rationalisation of the two listed company structures; and
- existing Jackson Minerals Shareholders will control approximately 21% of the Merged Group and existing Scimitar Resources Shareholders will control approximately 79% of the Merged Group.

(c) Independent Expert's Conclusion

Stantons International Securities has been appointed by Jackson Minerals to assess independently the merits of the Scheme. It has concluded that the proposed Scheme is **not fair, but reasonable, and in the best interests of the relevant Scheme Participants.**

In forming its opinion, the Independent Expert took into account a number of factors including the ASIC guideline requirement to apply a discount to reflect that the Jackson Minerals Shareholders will have a minority interest in the Merged Group. The Independent Expert concluded that, using a technical basis in valuing the Scimitar Resources and Jackson Minerals Shares (not on a market based approach), the proposal under the Scheme to offer 1 Scimitar Resources Share for 7.5 Jackson Minerals Shares is technically on a preferred valuation basis, **not fair.**

However, the Independent Expert considered that the advantages of the proposed Scheme exceeded the disadvantages; particularly that the ability to raise new equity capital should be enhanced on a post Scheme basis, and that Jackson Minerals has limited means to raise capital as a stand-alone entity in the current economic circumstances, and without new funds may not be able to continue in its current form. Based in these considerations, the Independent Expert formed the opinion that the proposed Scheme is considered **reasonable.**

Subject to the conditions precedent to the Implementation Agreement being met (please refer to Appendix 1 of this Scheme Booklet) and there being no other higher offer made, the Independent Expert ultimately concluded that the **proposed Scheme is in the best interests of the relevant Scheme Participants.**

Its report, which is included as Appendix 5 to this Explanatory Statement, should be read in its entirety and addresses, amongst other things, the value considerations.

5.2 Relevant Considerations Against the Merger Proposal

There are a number of risks and disadvantages that may result from the implementation of the Merger Proposal that should be considered when making a decision on how to vote. While your Directors acknowledge these risks and disadvantages, they believe that the advantages outlined above in Section 5.1 of this Explanatory Statement outweigh any disadvantages that may arise from the Merger Proposal.

Set out below are some of the perceived disadvantages of the Merger Proposal.

(a) Dilution of upside potential

The exposure of Jackson Minerals Shareholders to the upside potential from Jackson Minerals' existing assets will be diluted by the Merger, reducing the potential benefits to Jackson Minerals' security holders. However, Jackson Minerals Shareholders will have exposure to the potential upside afforded by Scimitar Resources' assets and cash reserves.

(b) No direct interest in Jackson Minerals

Jackson Minerals Shareholders will no longer hold a direct interest in Jackson Minerals. Their shareholding will be in Scimitar Resources, as the parent company of Jackson Minerals, and they will retain an indirect interest in Jackson Minerals which will become a subsidiary of Scimitar Resources.

(c) Change in Risk Profile

By approving the Scheme and receiving Scimitar Resources New Shares, Jackson Minerals Shareholders will gain exposure to new risks specific to Scimitar Resources to which they have not been exposed previously to. Please refer to Section 8 of this Scheme Booklet for a summary of the risk factors, both specific to Jackson Minerals and Scimitar Resources, as well as general economic and business risks, which may impact the operating performance and financial position of the Merged Group. Further it should be noted that the main focus of the Merged Group will be a uranium exploration and the current intention is to divest the Merged Group's non core assets, such as the gold assets. This may be contrary to Jackson Minerals Shareholder risk profile.

(d) Integration

With most mergers the risks associated with integration are a consideration. The integration of the management and corporate teams will require evaluation by the directors of the Merged Group and may result in the benefits of integration not being realised in the short term.

(e) Fluctuation in share value

As no cash alternative is being offered to Jackson Minerals Shareholders for their Jackson Minerals Shares, the value of the consideration received could fluctuate depending on future movements in Scimitar Resources' Share price.

5.3 Directors' recommendation and conclusion of Independent Expert

Your Directors have assessed the Merger Proposal on the basis outlined in previous sections of this Explanatory Statement and have determined that it is in the best interests of Jackson Minerals Shareholders. This conclusion is supported by the Independent Expert.

You are not obliged to follow your Directors' recommendation. If you take a different view on the opportunities presented by the Merger Proposal and prospects of the Merged Group, you may form a different view as to the course of action you should take in relation to the Scheme.

5.4 Implications of Failure to Approve the Merger Proposal

Should the Scheme not proceed, the benefits of the Merger Proposal will not materialise and the Jackson Minerals Shareholders will retain their direct interest in Jackson Minerals. In these circumstances, Jackson Minerals' management will need to develop an alternative strategy for the survival and growth of the Jackson Minerals business.

5.5 Documents Available for Inspection

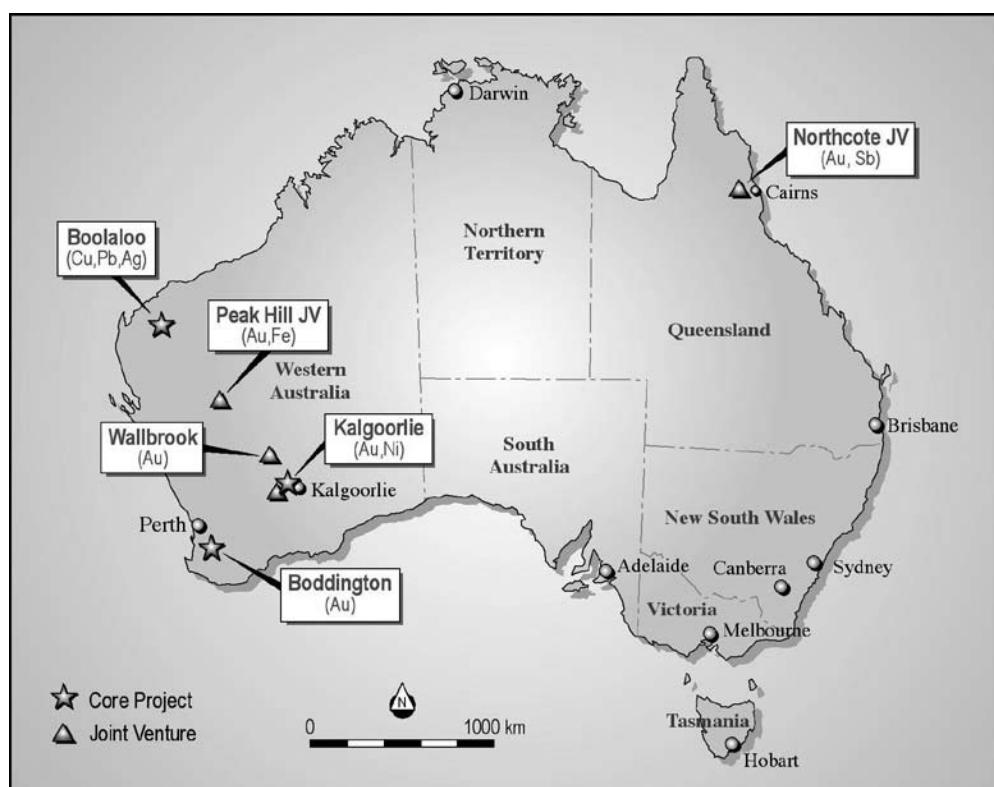
Copies of the following documents are available for inspection at the registered office of Jackson Minerals between 9.30am and 5.00pm on Business Days up until the date of the Scheme Meeting:

- (a) the constitution of Jackson Minerals;
- (b) the constitution of Scimitar Resources;
- (c) financial statements of Jackson Minerals for the half year to 31 December 2008; and
- (d) financial statements of Scimitar Resources for the half year to 31 December 2008.
- (e) Experts Valuation Report.

6. BACKGROUND ON JACKSON MINERALS LIMITED

6.1 Background

Jackson Minerals was incorporated on 13 February 2002 in Western Australia as Jackson Gold Limited and listed on ASX in June 2002 (ASX code: JAK) with a focus on gold exploration in Australia. The company's move into uranium, copper and silver in Argentina, followed the sale of its flagship gold asset



(Wallbrook) in 2007. To reflect the diversified nature of the company, Jackson Gold Limited changed its name to Jackson Minerals in November 2007.

6.2 Projects

Jackson Minerals is a diversified Australian exploration company with a portfolio of active uranium, precious and base metal projects in Australia and Argentina.

A summary of each of its projects is set out below.

6.3 Boolaloo Project

Boolaloo is a copper-gold project located in the Western Pilbara region of Western Australia approximately 350km east of Exmouth. The Boolaloo Project comprises five granted exploration licences and one exploration licence application. The total area of the granted exploration licences is 1,750 km². The Boolaloo Project has potential to host an extensive mineralised system and is prospective for both IOCG Cu-Au targets and Pb-Ag mineralisation. The majority of the project area remains to be effectively tested. The identification of two major geochemical anomalies in the Minga Bore area has underscored the potential of the tenements. These have been tested by RC drilling which confirms that mineralisation is open at depth. Significant results from the

project include 2m at 3.81% copper, 6.52 g/t silver, 0.11% lead and 0.60 g/t gold from 62m.

6.4 Kalgoorlie Regional Nickel Project

The Kalgoorlie Regional Nickel Project (KRNP) is located in the Eastern Goldfields of Western Australia. Jackson entered into a joint venture agreement with Placer Dome Inc in 2005 (now Barrick Gold Corporation). The agreement entitles Jackson to 100% nickel rights over the KRNP licences. The KRNP comprises five exploration licences, two exploration licence applications, 20 mining leases, 33 mining lease applications, 20 prospecting licences and 43 prospecting licence applications, with granted licences covering a total of 510km². The KRNP is located within the Boorara Domain of the Kalgoorlie Terrane of the Eastern Goldfields Province of the Archaean Yilgarn Craton. The Boorara Domain hosts significant high grade nickel sulphide deposits including Scotia, Silver Swan and Blair, and contains komatiitic ultramafic sequences of equivalent age and stratigraphy to those of Kambalda. The tenement package covers prospective portions of the Highway Ultramafic which extends between Paddington and Mt Jewel, respectively located on the western and eastern limbs of the Scotia-Kanowna granite dome. It also covers several komatiite belts in felsic and sedimentary settings that are interpreted to be equivalent to the Black Swan-Silver Swan sequence, located 15km to the north. The project encompasses strike extensions of ultramafic rocks hosting nickel sulphide mineralisation at Black Swan/Silver Swan to the northeast. All ultramafic rocks in the area are broadly contemporaneous with the komatiitic volcanic event hosting the Kambalda nickel deposits.

6.5 Kalgoorlie Regional Gold Project

The Kalgoorlie Regional Gold Project (KRGF) is situated between 5 and 40 km to the north and northeast of Kalgoorlie. The Jackson Minerals Kalgoorlie Regional Gold Project tenements consists of one granted mining lease, ten mining lease applications, four granted exploration licences, four applications for exploration licences, 49 granted prospecting licences and 22 prospecting licence applications, comprising a total of approximately 294km². Through various joint venture agreements Jackson retains between 70% and 100% beneficial ownership to the gold rights on the permits. The exception to this is ML24/462 which includes the Crossroads Deposit where Barrick is earning a 75% interest.

The KRGF lies within the Kalgoorlie Terrane of the Archaean Yilgarn Craton of Western Australia. The Kalgoorlie Terrane is situated centrally in the Eastern Goldfields Superterrane of the Archaean Yilgarn Craton. Gold mineralisation within of the project area is associated with quartz veining in narrow steeply east dipping north northwest trending shear zones crosscutting mafic volcanics and felsic intrusives. In 2002 Jackson completed resource estimation studies for the Crossroads Prospect. Resource estimation studies resulted in a JORC Compliant Indicated and Inferred Resource of 0.94Mt at 2.41g/t Au, for a total of approximately 72,600 ounces of gold at a 1.0g/t Au lower grade cut off.



Ravensgate considers the KRGP to be prospective and well-positioned, adjacent to three major mining centres including the Golden Mile/Mt Charlotte Mine (+60Moz Au), Kanowna Bell Mine (+5Moz) and Paddington/Panglo Mine (+3Moz).

6.6 Rio Colorado Project

The Rio Colorado Project is situated in the Tinogasta region of the Catamarca and La Rioja provinces in Argentina. Jackson Global Limited, a wholly owned subsidiary of Jackson Minerals is earning a 92.5%. Jackson Minerals is entitled to earn an initial 51% interest by completing a work program including geological reconnaissance, an airborne geophysical survey, RAB or RC drilling and making cash payments. The Rio Colorado Project comprises 3 granted mining leases, 9 granted exploration licences and 1 exploration licence application covering an area of 762 km². In the 1950's and 1960's the National Commission of Atomic Energy (CNEA-Argentina) identified and explored outcropping mineralised (uranium, copper and silver) Red-Bed sandstones in the project area. The project area is composed of Permian and Triassic sedimentary rocks. The uranium bearing units are interpreted to be within the Paganzo II lithological unit. Post-depositional alteration of the uranium rich minerals via hydrothermal and/or weathering processes is also a potential source of enrichment. The copper and the silver mineralisation is associated with the U-V mineralisation and work completed by Jackson Minerals indicates it is "sedimentary copper" style of mineralisation. The Rio Colorado exploration target is yet to be drill tested and is conceptual in nature. Extensive surface sampling and mapping of surface uranium mineralisation indicates anomalous continuity over at least 5 km.

6.7 Las Marias Project

The Las Marias Project is situated approximately 200 km north of the city of San Juan, the capital of the San Juan Province, the second largest mining province in Argentina. The project consists of 12 exploration licence applications and one granted licence covering an aggregate area of 660 km². The granted licence covers some 38km². Geology in the project area comprises the Ordovician San Juan Formation, consisting of dolomitic limestone, marls and lutites, Devonian conglomerates, slates and greywackes. Carboniferous lutites and greywackes, with intercalated glacial deposits and sandstones. Uranium mineralisation is located in the sandstone interstices, in places covariant with organics. Minerals identified by the CNEA included pitchblende, uranophane, carnotite, malachite and azurite, gangue minerals as well as iron and manganese oxides. Surface uranium mineralisation extends over a strike length of greater than 7km and indications are that these mineralised units extend under cover sequences. This indicates that the project area is located in an environment with uranium exploration potential.

6.8 Northcote Project

Jackson Minerals holds a 15% free carried interest in the Northcote Project which is majority owned and operated ASX-listed company Republic Gold Ltd. The project is located in Far North Queensland, some 55km west of Cairns. The project comprises 476 km² of exploration permits in the Hodgkinson Goldfield Northern Queensland. The project contains an Inferred Resource of 195,000 ounces of gold and 8,000 tonnes of antimony as well number of other advanced prospects. Republic Gold Limited have announced that a bankable feasibility study is underway on the project with results yet to be made public. Once a decision to mine is made Jackson Minerals can contribute on an equity basis or reduce to a 10% interest.

6.9 Peak Hill Project

Jackson Minerals hold a 20% free carried interest in the Peak Hill Project in the Pilbara region of Western Australia, with unlisted public company Gleneagle Gold Ltd 80% owner and operator. The project covers approximately 1,000 km² of exploration tenements adjacent to and within the Fortnum and Peak Hill mining centres. Recent work by Gleneagle Gold Ltd at Forest Gimp gold indicates mineralisation extends over a strike length of 160m and is yet to be closed at depth. Best results from drilling includes 19m at 1.30g/t Au and 28m at 2.02g/t Au. The Peak Hill Project is currently under the control of an administrator.

6.10 Wallbrook Royalty

Jackson Minerals currently retains a royalty on the Wallbrook Gold Project which was sold to Saracen Mineral Holdings Ltd (Saracen) in 2007. The terms of the royalty state that on commencement of mining Jackson Minerals will receive 5 million Saracen shares and a \$1 per tonne royalty for the first two million tonnes mined from the project. According to Saracen's recent ASX announcements, the Wallbrook Project currently has a Probable Reserve of 1.6Mt at 1.6 g/t for a total of 84Koz Au, and they indicated that mining will commence in late 2009 or early 2010, providing the necessary regulatory approvals are granted.

The information in this Scheme Booklet that relates to Exploration Results, Mineral Resources or Ore Reserves pertaining to Jackson Minerals' assets is based on information compiled by Mr Brett Smith who is a Member of the Australasian Institute of Mining and Metallurgy. Mr Smith is a full time employee of Jackson Minerals. Mr Smith has sufficient experience which is relevant to the style of mineralization and type of deposit under consideration and to the activity they are undertaking to qualify as a Competent Person as defined in the 2004 Edition of the 'Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves'. Mr Smith consents to the inclusion in this Scheme Booklet of the matters based on his information in the form and context in which it appears.

6.11 Historical Financial Information

The unaudited consolidated net assets of Jackson Minerals as at 31 December 2008, and disclosure of material changes to the balance sheet of Jackson Minerals since audited 30 June 2008 is included in Section 3.7 of this Scheme Booklet.

6.12 Capital Structure

As at the date of this Scheme Booklet, Jackson Minerals has 99,590,697 Shares on issue.

As at the date of this Scheme Booklet, Jackson Minerals has the following unlisted Jackson Minerals Options on issue:

Exercise Price	Expiry Date	Number
15 cents	31 May 2009	4,500,000
23 cents	18 October 2009	350,000
40 cents	27 November 2009	800,000
20 cents	31 December 2009	5,500,000
30 cents	31 December 2009	3,000,000
50 cents	27 November 2010	800,000
20 cents	30 June 2010	2,300,000
35 cents	30 June 2010	3,150,000
20 cents	31 May 2011	650,000
22 cents	31 May 2011	250,000
Total		21,300,000

As at the date of this Scheme Booklet, Jackson Minerals has one substantial shareholder being Antony Sage (as trustee for the Egas Superannuation Fund) who, together with his associates, holds 5.99% of the issued capital of Jackson Minerals.

Mr Antony Sage is intended to be appointed as a Director of the Merged Group upon the implementation of the Scheme. Please also refer to Section 10.3 of this Scheme Booklet for further details of Jackson Minerals Shares and Jackson Minerals Options held by or on behalf of directors of Jackson Minerals.

As at 12 January 2009, the top 20 Jackson Minerals Shareholders held approximately 29.98% of the Jackson Minerals Shares as indicated in the following table:*

Shareholder Name	Number of Jackson Minerals Shares	Percentage (%)
Antony Sage <Egas Superannuation Fund>	5,959,500	5.99
Daem Nominees Pty Ltd	4,466,497	4.49
Mr Philip Scott Button	2,382,000	2.39
Piranha Nominees Pty Ltd	1,680,000	1.69
Mainview Holdings Pty Ltd	1,500,000	1.51
Mark Gwynne	1,500,000	1.51
L & S Davies Pty Ltd	1,437,892	1.45
Australian Mineral Investors	1,000,000	1.01
Mr Edwin Leigh Davies	1,000,000	1.01
Mr William Robert Maunder	978,333	0.98
Mr Christopher Eric Barnes	959,458	0.96
M B M Investments Pty Ltd	901,929	0.91
Mr Russell Neil Creagh	857,016	0.86
Peter Treen Electrical Discounter Pty Ltd <Peter Treens Emp S/F A/C>	800,000	0.80
Mr Charles Bennett Bass	770,000	0.77
Mr Colin Thomas Archer & Mrs Karen Ann Cheryl Archer <Archer Investments>	763,500	0.77
Monslit Pty Ltd <A Torresan Super Fund A/C>	750,000	0.75
Timmarin Holdings Pty Ltd <Timothy P Turner F/Fund A/C>	714,603	0.72
Peter Schmidlin	707,912	0.71
Classic Caterers Pty Ltd <The Hardman Super Fund A/C>	700,000	0.70
Total	29,828,640	29.98%

Notes:

* Please also refer to Section 10.4 of this Scheme Booklet for further details of Jackson Minerals Shares and Jackson Minerals Options held by or on behalf of directors of Jackson Minerals.

Pursuant to Section 170 of the Corporations Act, Jackson Minerals maintains a register of the names of all Jackson Minerals Shareholders. Pursuant to Section 173 of the Corporations Act, Jackson Minerals Shareholders may, upon request to Jackson Minerals:

- (a) inspect this register free of charge; and
- (b) obtain a copy of this register subject to payment of a prescribed fee to Jackson Minerals.

7. BACKGROUND ON SCIMITAR RESOURCES LIMITED

7.1 Background

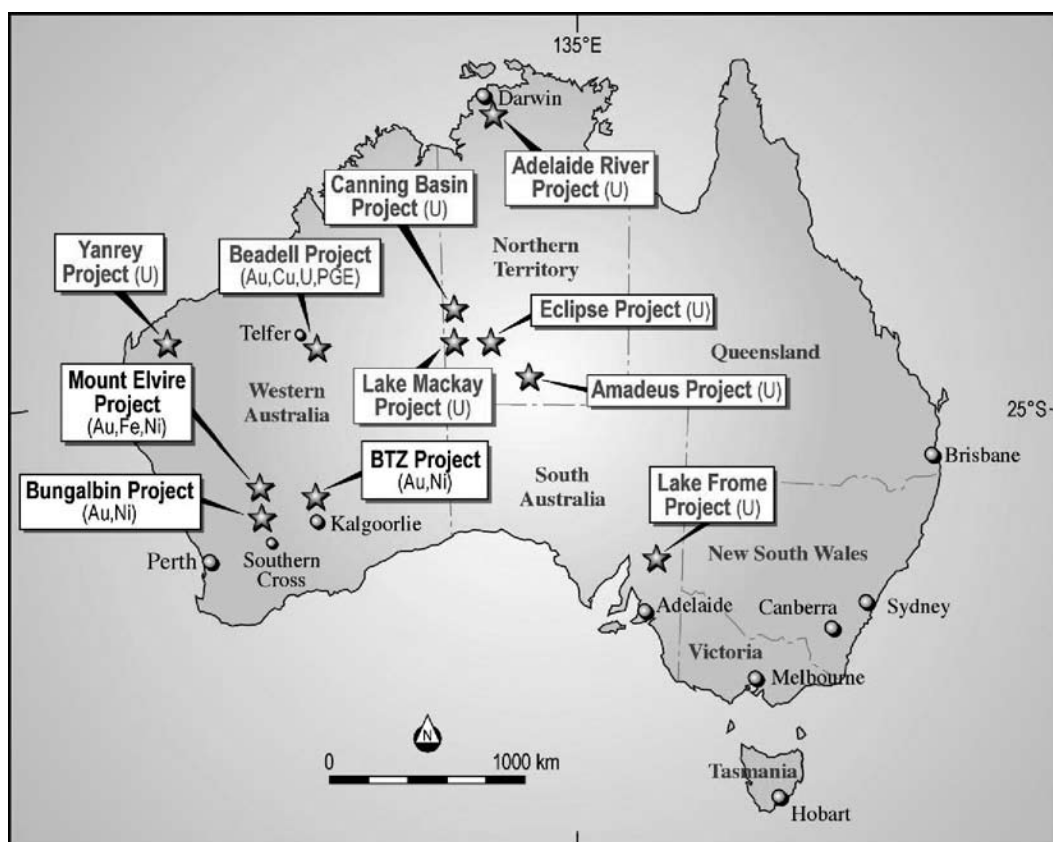
Scimitar Resources was incorporated on 21 November 2002 in Western Australia with the objective to establish a successful and profitable exploration and mining company with the aim of maximising returns to shareholders and subsequently listed on ASX in January 2005 (ASX code: SIM).

7.2 Projects

Scimitar Resources (ASX:SIM) is an Australian uranium exploration company with approximately 17,000 km² of uranium prospective tenements.

7.3 Introduction

Scimitar Resources Limited is an Australian exploration company with a primary focus of uranium exploration and development. The company has a portfolio of uranium, gold, iron ore and nickel exploration projects throughout Australia as shown in the figure below. Scimitar's main focus is the Yanrey Uranium Project located in the Pilbara region of Western Australia, while the company also has a series of early-stage uranium exploration projects throughout South Australia and the Northern Territory. Scimitar's projects are discussed in more detail in the following sections.



Scimitar Resources Ltd: Project Locations

7.4 Yanrey Project

The Yanrey uranium Project is situated about 70 kilometres south of Onslow in the Pilbara region, Western Australia. The project comprises ten granted exploration licences and one exploration licence application covering 1,930km². Scimitar entered into a joint venture agreement with Atomic Resources Ltd to earn 70% over two of the exploration licences, and has earned uranium rights in a third from Barrick Gold Corp.

The Yanrey Project is located within the northern end of the Proterozoic Capricorn Orogen. The project overlies the sediments of the Carnarvon Basin. Uranium mineralisation occurs within the Cretaceous Birdrong Sandstone, which is overlain by the Muderong Shale together they represent a marine transgression towards the east over the Lower Proterozoic/Achaean granitoid basement referred to as the Nanutarra sands. Groundwater movement within palaeochannels causes oxidation of these sediments and mobilization of uranium resulting in the formation of redox fronts, which may be associated with the deposition of uranium mineralisation. Higher grade uranium mineralisation in the Nanutarra sands is inter-layered with organic clays and muds, where the redox boundaries are sharp and apparent, containing wood fragments, pyrite and traces of lignite. Significant uranium mineralisation has been identified in a number of previously discovered palaeochannels, within the project, including the North and South Ballards Channels. Many of these target areas have not been extensively followed up indicating further work is warranted. Scimitar completed resource drilling programs late in 2007 and commissioned Hellman and Schofield Pty Ltd (H&S) to undertake resource estimation at the Bennet Well prospect. The resource estimation studies resulted in an Inferred Resource of some 4.8 million pounds of eU₃₀₈ at a grade of 300ppm eU₃₀₈ at a cut off grade of 150ppm. Further mineralisation has been identified at the Bennet Well deposit indicating there is the potential for mineralisation down channel as well as in the area surrounding the deposit.

7.5 Amadeus Project

The Amadeus Uranium Project is located 50km south of Alice Springs and covers the central and eastern parts of the Amadeus Basin. The Amadeus Uranium Project consists of three exploration licences with an area of 2,532km². The Amadeus Basin is a large east-west trending intra-cratonic basin of Late Proterozoic to Carboniferous age. It contains continental and marine sediments derived from Proterozoic rocks to the north and south. The Undandita Member is the youngest unit in the Amadeus Basin and hosts the Angela and Pamela uranium deposits, and a number of other uranium prospects. The Undandita Member is generally oxidised but contains a wedge of reduced sediments between regionally extensive upper and lower redox boundaries with which the uranium mineralisation is associated. Scimitar has demonstrated from its exploration program and reviews potential exists for roll front uranium mineralisation within the relatively under-explored southern parts of the basin, covered by the their licences.

7.6 Eclipse Project

The Eclipse Uranium Project covers the southern and north-eastern parts of the Ngalia basin located 200km northwest of Alice Springs. The Eclipse Uranium Project consists of four granted exploration licences and three exploration licence applications covering 6,816km², and 2908km² for the granted/accessible licences, in the Ngalia Basin. One of the applications (ELA 24627) was placed in ALRA moratorium on the 19th December 2008 for a period of up to five years by the Central Land Council effectively excluding exploration activities on the licence. The company has the first right to re-enter negotiations with the Central Land Council at the end of the moratorium period. The project covers the Ngalia Basin and the Arunta Block granites, which are highly prospective for uranium mineralisation. The basin sediments are mostly arenaceous continental and marine sediments of Pre-Cainozoic age. The surrounding and underlying pre-Upper Proterozoic rocks include gneiss, granite and quartzite. These rocks are considered to be the source of the sediments and the uranium within the project area. The presence of the nearby Bigriyi Uranium Deposit and the New Well Deposit indicates the potential of the project area.

7.7 Adelaide River Project

The Adelaide River project is located approximately 100km south of Darwin, Northern Territory. The project consists of one exploration licence, covering 184km² and covers parts of the Pine Creek Orogen and a small area of Daly Basin sediments. The region contains about 20% of the world's low-cost uranium resources namely the world-class unconformity style Ranger and Jabiluka uranium mines. The Pine Creek Orogen is comprised of sedimentary sequences deposited on rifted Achaean basement that were deformed, metamorphosed and intruded by syn and post tectonic granites and mafic plutons during the Barramundi Orogen.

7.8 Lake Frome Project

The Lake Frome Uranium Project is comprised of nine granted exploration licences which cover four subproject areas in the Lake Frome region of South Australia. The Marree Uranium Project which incorporates four exploration licences covering an area of 2,575km² is in joint venture with a 'Korean Consortium' comprising Korea Resources Corporation (KORES), Daewoo International Corporation and LG International Corporation, which was entered into on the 20th of October 2008. The 'Korean Consortium' is required to spend some \$6.2M over three years to earn 50% of the project. The Lake Frome Project also includes the 100% owned Glencoe Project comprising one exploration licence with an area of 924km², the West Lake Frome Project comprising three exploration licences covering 1,919km² and the Mawson Project covering one exploration licence with an area of 88km². A number of roll front type deposits have been identified in the Callabonna Sub-basin. These include the Beverley, Beverley 4 Mile and Honeymoon deposits. The roll-front uranium deposits identified to date within the Lake Frome region are hosted by palaeochannel sands within the Tertiary Eyre and Namba Formations. Uranium is leached from uranium rich basement rocks under oxidising conditions and precipitated in redox fronts in channels, along channel margins and adjacent to faults. The Frome Basin Project area is considered prospective for sedimentary hosted uranium mineralisation as a result of the similarity of the geological setting to that of the Beverly and 4 Mile uranium deposits.

7.9 Bungalbin Project

The Bungalbin Project is situated 110km north of Southern Cross, in Western Australia. The Bungalbin Project is approximately 511km² in area. The project consists of eleven licences granted to Heron Resources Ltd. In 2004 Scimitar entered into an agreement with Heron granting Scimitar the option to acquire a 100% interest in the mineral rights, excluding iron ore, over the Bungalbin Project. The iron ore rights over the Bungalbin group of tenements are held by Polaris Metals NL (Polaris) who are actively exploring these licences for iron ore. Bungalbin is a large regional project in a relatively unexplored greenstone belt adjacent to the Mt Dimer gold mine. Previous mining in the area indicates that the project remains prospective for gold. Sampling and mapping has identified a komatiitic sequence which may be prospective for nickel mineralisation.

7.10 Elvire Project

The 100% owned Mt Elvire Project is located 210km north of Southern Cross, covering an area 120km². A narrow greenstone belt, adjacent to the Evanston Shear Zone, is host to a number of gold deposits and bisects the project area. The region has mostly been explored for gold hosted in quartz-carbonate veins in ultramafic schists and from quartz-haematite veins along BIF-ultramafic contacts. With recent increase in iron ore prices, recent regional exploration has targeted iron-ore mineralisation. There is a significant amount of exploration and mining of iron ore in the region. Deposits presently being mined by Portman Mining Ltd include Mt Jackson (50.2Mt at 60.6% Fe) and Windarling (52.7Mt at 63.5% Fe) which are approximately 50km to the southwest of the Mt Elvire Project area.

7.11 Bardoc Project

The BTZ Project is situated 70km north of Kalgoorlie in Western Australia. The project area can be reached via the Kalgoorlie-Meekatharra Hwy. The BTZ Project contains three sub-project areas, Grafters, Vetersburg and Bardoc. The Grafters Project consists of two prospecting licences and is 100% owned by Scimitar. The Vetersburg Project consists of three prospecting licences and two mining leases. Scimitar has acquired a 65% interest in all five licences from Cazaly Resources Ltd. The Bardoc and Bardoc South Project areas consist of ten prospecting licences and one mining licence. Scimitar has acquired a 65% interest in the eleven licences from Cazaly.

The Bardoc Tectonic Zone lies within the Kalgoorlie Terrane and is interpreted as a domain boundary consisting of highly deformed carbonated and deeply weathered interleaved mafic, ultramafic and sedimentary rocks, separating the Scotia-Kanowna Anticline and the Goongarrie-Mount Pleasant Anticline. A number of significant results have been returned from the project from various projects over the years. RC drilling of the two soil anomalies at Vetersburg intersected broad zones of gold mineralisation associated with deeply weathered, sheared basalts, mafic and ultramafic schists and quartz veining including 3m at 8.41g/t from 74m and 11m at 1.24g/t from 98m and 2m at 4.13g/t from 139m. RC drilling by Scimitar in 2007 produced results including 1m at 5.36g/t Au from 48m, 7m at 5.94g/t Au from 121m, including 1m at 28.90g/t Au and 4m at 2.03g/t Au from 124m. Resource studies at the Grafters Project were completed by Taipan Resources NL in 1995 reporting 276,310 t at 3.33 g/t Au for a total of some 29,600oz of gold. The BTZ Project is located close to known deposits and infrastructure is considered prospective for gold mineralisation.

7.12 Beadell Project

The Beadell Project is located 450km east of Newman and has an area of 70km². The Project consists of two granted exploration licences. Scimitar Resources has acquired an 80% interest in the project from Goldstone Holdings Pty Ltd. The project is located in the southeastern portion of the Rudall Complex which comprises a belt of metamorphic and igneous rocks that have undergone multiple episodes of deformation and metamorphism. The complex consists of diverse types of gneiss, meta-sedimentary and mafic-metavolcanic rocks, plus ultramafic, mafic and felsic intrusive rocks which include a wide range of granitoids. In November 2005 a helicopter borne HoistEM electromagnetic survey was undertaken, which identified two "bull's eye" EM anomalies. A follow up ground gravity survey was carried out by Haines Surveys to further investigate the EM anomalies. The correlation between the EM targets and gravity highs underscore the potential of the EM anomalies being massive sulphide bodies. The presence of a number of EM anomalies spatially coincident with gravity high underscores exploration potential for massive sulphide base metal mineralisation.

The resource estimate was undertaken by Robert Spiers BSc Hons, MAIG (reviewed by Simon Gatehouse, MAIG), who are fulltime employees of Hellman & Schofield Pty Limited. Mr Spiers has more than five years experience in resource estimation and Mr Simon Gatehouse has more than five years experience in uranium exploration and the assessment of uranium deposits. Mr Gatehouse has specific experience in the assessment of ISL uranium deposits. Together they are Competent Persons according to the JORC Code for Reporting of Mineral Resources and Ore Reserves (2004).

The calculation of the uranium grades used in the resource estimate are based on information compiled by David Wilson BSc MSc MAusIMM from 3D Exploration Ltd based in Western Australia. These uranium grades form the basis of the resource estimate and have been calculated from the gamma results and from the disequilibrium testing. Mr Wilson has sufficient experience relevant to the style of mineralisation and the deposit type and the activities he is undertaking to qualify as a Competent Person as defined by JORC Code for Reporting of Mineral Resources and Ore Reserves (2004). Mr Wilson consents to the inclusion in this Scheme Booklet of the matters based on this information in the form and context in which it appears.

7.13 Historical Financial Information

The unaudited consolidated net assets of Scimitar Resources as at 31 December 2008 and disclosure of material changes to the balance sheet of Scimitar Resources since 30 June 2008 is contained in Section 3.7 of this Scheme Booklet.

7.14 Capital Structure

Issued Shares

As at the date of this Scheme Booklet, Scimitar Resources has 50,111,993 fully paid ordinary shares on issue. As at 4 March 2009, Scimitar Resources had one substantial shareholder being Kouta Bay Pty Ltd who, together with its associates, holds 7.63% of the issued capital of Scimitar Resources.

As at the date of this Scheme Booklet, Scimitar Resources has the following unlisted options on issue:

Exercise Price	Expiry Date	Number
\$0.80	30 November 2010	4,000,000
\$0.305	22 December 2010	300,000
\$0.61	31 October 2011	900,000
\$0.85	26 March 2012	100,000
Total		5,300,000

As at 4 March 2009, Scimitar Resources' top 20 shareholders held approximately 46.059% of the issued capital of Scimitar Resources as indicated in the following table:

Shareholder Name	Number of Scimitar Resources Shares	Percentage (%)
Kouta Bay Pty Ltd	3,823,361	7.63
Terence Topping	2,500,000	4.99
Mega Uranium Ltd	2,250,000	4.49
Mr Michael Lim	1,815,000	3.62
Kingswave Nominees Pty Ltd	1,800,000	3.59
GW International Pty Ltd	1,584,387	3.162
ANZ Nominees Limited	1,525,060	3.04
Australian Capital Markets Pty Ltd	1,512,501	3.02
Mr Erwin John Clayton	855,200	1.71
Mr Antony William Paul Sage <EGAS Superannuation Fund A/C>	800,000	1.60
Mac 110 Nominees Pty Ltd	750,000	1.50
Red Emperor Resources NL	560,500	1.12
Mr Peter Pinto	500,000	0.99
Investwise Enterprises Pty Ltd	460,000	0.92
Dejash Pty Ltd	450,000	0.90
Mr Weng Chew Lim & Ms Ngoc Nhan Ha	448,224	0.89
Mr Antony William Paul Sage <EGAS Super Fund A/C>	400,000	0.80
Wellington Industries Pty Ltd	358,768	0.72
Canifare Pty Ltd	348,000	0.69
Mr Ian Barnden-Brown	340,000	0.68
Total	23,081,001	46.062%

8. RISK FACTORS

8.1 Financial Considerations and Risk Factors

Before voting in relation to the Scheme, Scheme Participants should note the following considerations and risk factors.

There are a number of risk factors, which may affect the operating result of the Merged Group.

Some of the risks set out below can be mitigated through the internal controls, safeguards and other appropriate systems that the Merged Group will have in place. However, many risks are outside the control of the Merged Group and cannot be mitigated.

There are a number of risk factors, both specific to Jackson Minerals and Scimitar Resources, as well as general economic and business risks, which may impact the operating performance and financial position of the Merged Group. Scheme Participants should therefore carefully consider the risk factors described below, together with information contained elsewhere in this Explanatory Statement.

The following is not intended to be a comprehensive list of the risk factors to which the Merged Group may be exposed.

8.2 General Economic Conditions

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Merged Group's exploration, development and production activities, as well as on its ability to fund those activities.

Further, share market conditions may affect the value of the Merged Group's quoted securities regardless of the Merged Group's operating performance. Share market conditions are affected by many factors such as:

- (a) general economic outlook;
- (b) interest rates and inflation rates;
- (c) currency fluctuations;
- (d) changes in investor sentiment toward particular market sectors;
- (e) the demand for, and supply of, capital; and
- (f) terrorism or other hostilities.

8.3 Market Conditions

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and resource exploration stocks in particular. No warranty can be given as to the future performance of the Merged Group or any return on an investment in the Merged Group.

8.4 Operating Risks

The operations of the Merged Group may be affected by various factors, including failure to locate or identify mineral deposits, failure to achieve predicted grades in exploration and mining, operational and technical difficulties encountered in mining, difficulties in commissioning and operating plant and equipment, mechanical failure or plant breakdown, unanticipated metallurgical problems which may affect extraction costs, adverse weather conditions, industrial and environmental accidents, industrial disputes and unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment.

No assurances can be given that the Merged Group will achieve commercial viability through the successful exploration and/or mining of its tenement interests. Until the Merged Group is able to realise value from its projects, it is likely to incur ongoing operating losses.

8.5 Reliance on Key Management

The responsibility of overseeing the day-to-day operations and the strategic management of the Merged Group depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Merged Group if one or more of these employees cease their employment.

It may be particularly difficult for the Merged Group to attract and retain suitably qualified and experienced people, given the current high demand in the industry and relatively small size of the Merged Group, compared with other industry participants.

To minimise this risk, the Merged Group has or will endeavour to, enter into agreements with key employees to retain their services.

8.6 Risks Specific to Uranium Exploration

Uranium mining is subject to extensive regulation by State/Provincial and Federal Governments in Australia and Argentina in relation to exploration, development, production, exports, taxes and royalties, labour standards, occupational health, waste disposal, protection and rehabilitation of the environment, mine reclamation, mine safety, toxic and radioactive substances, native title and other matters. Compliance with such laws and regulations will increase the costs of exploration, drilling, developing, constructing, operating and closing mines and other production facilities.

The Federal Governments in Australia and Argentina currently permits the mining and export of uranium under strict international agreements designed to prevent nuclear proliferation. The export of uranium is tightly controlled by the Federal Government through its licensing process and uranium can only be exported to those countries who undertake to use it for peaceful purposes.

The Western Australian State Government implemented a policy in 2002 banning uranium mining and between June 2002 and September 2008 the right to mine uranium was expressly excluded from all mining leases granted in Western Australia. The current state government has indicated that it is in favour of uranium mining and on 18 November 2008 it lifted the ban on uranium mining. However, the mining of uranium is subject significant regulation including regulation of mining, transportation, waste management and export and import control.

Uranium mining in South Australia is permitted but is subject to stricter control than is mining in general due to concerns about the potential uses and physical characteristics of the end product and the need to comply with commonwealth legislation, codes, international treaties, conventions and agreements. The South Australian State Government allows the mining of uranium provided strict conditions are adhered to relating to the transport of uranium, spillage, control of radiation and radioactive material and having an approved radiation management program and radioactive waste management program in place and establishing an environmental management and monitoring plan for the protection, management and rehabilitation of the environment.

Although historically conducted by the Federal Government, Uranium exploration and mining by private entities is permitted by law in Argentina. The mining and exploration of uranium is subject to regulations from the Argentine Mining Code, Title 11: of nuclear minerals. Section 205 states that the exploration and mining of these minerals will be ruled by the regulations of that Code regarding first and second class minerals.

In addition, the National Act of Nuclear Activity states that the State and the Private Sector can explore and mine uranium; and that this activity is under the ultimate control of Federal agencies including the Commission Nacional de Energia Atomica (CNEA) and the Autoridad Regulatoria Nuclear (Nuclear Regulatory Authority – ARN).

Although there are several uranium exploration companies active in Argentina, there has been no recent mining activity to test these laws. There have been seven commercial scale production centres operated by the Government since the 1950's. Cumulative production has totalled just 2509 tU (to the end of 1999).

Since 1992, Argentina has been a net importer of Uranium. CNEA has the right to purchase any nuclear minerals, concentrates and their by-products produced in Argentina "... under regular pricing conditions and market terms ...".

The Company's Rio Colorado Project located in Tinogasta region of the Catamarca and La Rioja provinces. In March 2007, the government in the Province of La Rioja tabled a law prohibiting open pit mining using cyanide, mercury and/or other contaminating substances as leaching agents. The government also called for a referendum vote on this matter to take place in July 29 2007, which however, did not eventuate. In August 7, 2008, that local government approved the cancellation of both of the above mentioned 2007 laws. The Company regards this as a significant development in that it will provide the Company with a more constructive mining business environment.

La Rioja is surrounded by the provinces of San Juan and Catamarca, which have the largest ongoing mining projects in the country. Gubernatorial elections took place sequentially in Catamarca, San Juan and recently in La Rioja. In the provinces of Catamarca and San Jan, the pro-economic development and pro-mining candidates won with substantial majorities. During August 2008 numerous statements were made by the Governor and other officials and legislators in La Rioja which indicate a substantially more supportive approach to mining in the near future.

8.7 Exploration Success

The mineral tenements of the Merged Group will be at various stages of exploration. There can be no assurance that exploration of the Merged Group's tenements, or any other tenements that may be acquired in the future, will result in the discovery of an economic ore deposit. Even if an apparently viable deposit is identified, there is no guarantee that it can be economically exploited.

8.8 Resource Estimates

Resource estimates are expressions of judgement based on knowledge, experience and industry practice. Estimates which were valid when originally calculated may alter significantly when new information or techniques become available. In addition, by their very nature, resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. As further information becomes available through additional fieldwork and analysis, the estimates are likely to change. This may result in alterations to development and mining plans which may, in turn, adversely affect the Merged Group's operations.

8.9 Commodity Price Volatility and Exchange Rate Risks

If the Merged Group achieves success leading to mineral production, the revenue it will derive through the sale of commodities exposes the potential income of the Merged Group to commodity price and exchange rate risks. Commodity prices fluctuate and are affected by many factors beyond the control of the Merged Group. Such factors include supply and demand fluctuations for precious and base metals, technological advancements, forward selling activities and other macro-economic factors.

Furthermore, international prices of various commodities are denominated in United States dollars, whereas the income and expenditure of the Merged Group will be taken into account in Australian currency, exposing the Merged Group to the fluctuations and volatility of the rate of exchange between the United States dollar and the Australian dollar as determined in international markets.

8.10 Kyoto Protocol & climate change abatement measures

The Kyoto Protocol to the United Nations Framework Convention on Climate Change (**Kyoto Protocol**) was negotiated in December 1997 and aims to reduce emissions of greenhouse gases. Australia ratified the Kyoto Protocol on 3 December 2007. The ratification comes into force 90 days after the instrument of ratification is received by the United Nations.

The implementation of the Kyoto Protocol could adversely impact on the price and demand for commodities or may result in the imposition of additional taxes or levies or other increased costs. Future exports by the Merged Group could be adversely impacted in terms of volumes and price with the implementation of emissions targets.

8.11 Environmental Risks

The operations and proposed activities of the Merged Group are subject to State and Federal laws and regulation concerning the environment. As with most exploration projects and mining operations, the Merged Group's activities will have an impact on the environment, particularly if advanced exploration or mine development proceeds.

8.12 Title Risks and Native Title

Interests in tenements in Australia are governed by the respective State legislation and are evidenced by the granting of licences or leases. Each licence or lease is for a specific term and carries with it annual expenditure and reporting commitments, as well as other conditions requiring compliance. Consequently, the Merged Group could lose title to or its interest in tenements if licence conditions are not met or if insufficient funds are available to meet expenditure commitments.

It is also possible that, in relation to tenements which the Merged Group has an interest in or will in the future acquire such an interest, there may be areas over which legitimate common law native title rights of Aboriginal Australians exist. If native title rights do exist, the ability of the Merged Group to gain access to tenements (through obtaining consent of any relevant landowner), or to progress from the exploration phase to the development and mining phases of operations may be adversely affected.

Further to this, it is possible that an Indigenous Land Use Agreement (**ILUA**) may be registered against one or more of the tenements in which the Merged Group has an interest. The terms and conditions of any such ILUA may be unfavourable for, or restrictive against, the Merged Group.

Interests in mineral licences in Argentina are governed by the respective Province, based on laws and legislation drafted at the Federal level, and are evidenced by the granting of licences or leases. Private property rights are secure rights in Argentina and the likelihood of expropriation is considered low. Each licence or lease is for a specific term and carries with it work commitments, as well as other conditions requiring compliance. While the possibility of expropriation of tenure in Argentina is considered very low, the Merged Group could lose working access to licences or leases if these conditions are not met.

While mineral rights have priority over freehold land rights in Argentina, there is a requirement to negotiate access to exploration and mining ground (should freehold rights exist). While failure to negotiate access can delay the granting process of mineral tenure, it does not change the hierarchy of these rights, with access compensation then being ruled by the relevant courts.

8.13 Additional Requirements for Capital

The Merged Group's capital requirements depend on numerous factors. Depending on the Merged Group's ability to generate income from its operations, the Merged Group may require further financing in addition to amounts raised under the capital raising. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Merged Group is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its exploration programmes as the case may be.

8.14 Argentina Uranium Regulation & Safety

Argentina has a mature nuclear power generation industry. The country currently has two nuclear reactors generating approximately eight percent of its electricity, as well as five research reactors operated by the Government and others.

Argentina is a country with power generation issues that will see a stifling of future growth and development if they are not solved. The Government has stated uranium is a key mineral for energy development programs in Argentina. A third reactor is currently being built and there are plans for five more reactors by the year 2023.

In 1994 the Nuclear Regulatory Authority (ARN – Autoridad Regulatoria Nuclear) was formed and took over all regulatory functions from the national Nuclear Regulatory Board and CNEA. As well as radiation protection, it is responsible for safety, licensing and safeguards. It reports to the President to Argentina.

Non-proliferation

Argentina is a party to the Nuclear Non-Proliferation Treaty (NPT) since 1995 as a non-nuclear weapons state, and has been a party to the Tlatelolco Treaty since 1994. However, full-scope safeguards have operated since 1991 in conjunction with the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials (ABACC) under IAEA auspices. It is a member of Nuclear Suppliers' Group. Argentina has not signed the Additional Protocol in relation to its safeguards agreements with the IAEA.

Radioactive Waste Management

The federal Radioactive Waste Management Act assigns responsibility to CNEA for radioactive waste management, and creates a special fund for the purpose. Operating plants pay into this fund.

CNEA is also responsible for plant decommissioning which must be funded progressively by each operating plant.

8.15 Forward Looking Statements

Historical facts, information gained from historic experience, present facts, circumstances and information, and assumptions from all of any of these are not a guide to the future. Statements as to the Merged Group's aims, targets, plans and intentions and any other forward looking statements referred to or contained herein are no more than that and do not imply forecasts. In some cases, forward looking statements can be identified by terms such as "may", "intend", "might", "will", "should", "could", "would", "believe", "anticipate", "expect", "estimate", "predict", "project", "potential" or the negative of these terms and similar expressions. Such forward looking statements are based on assumptions and estimates or other expectations and involve risks, uncertainties and other factors which may cause the actual results, outcome, financial condition, performance, achievements or findings of the Merged Group to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. Moreover, new factors may emerge from time to time that could cause the Merged Group's business not to develop as it expects and it is not possible for Jackson Minerals or Scimitar Resources to predict such factors.

9. TAXATION IMPLICATIONS OF THE SCHEME

Jackson Minerals Shareholders should note that taxation law and practice and its interpretation by the Commissioner of Taxation and the Courts are subject to change. If such changes occur, any or all of the comments contained below could be affected.

The advice contained below is general in nature. The taxation implications may vary depending on the particular circumstances of each Jackson Minerals Shareholder. Jackson Minerals Shareholders should obtain independent taxation advice before participating in the proposed Scheme.

9.1 Summary of Taxation Implications

The Australian tax consequences for Jackson Minerals Shareholders who enter into the Scheme will depend on a number of factors, including:

- (a) the tax residence of the Jackson Minerals Shareholders;
- (b) whether the Jackson Minerals Shareholders hold their shares in Jackson Minerals on capital account or revenue account; and
- (c) the nature of the Jackson Minerals Shareholder (i.e., whether they are an individual, company, trust etc).

The comments below identify the general Australian tax implications to Australian resident and non-Australian resident Jackson Minerals Shareholders who hold their Jackson Minerals Shares on capital and revenue account. The taxation consequences for an individual Jackson Minerals Shareholder may differ from those outlined below depending on the Jackson Minerals Shareholder's particular circumstances. Accordingly, Jackson Minerals Shareholders should not rely on the summary below as a substitute for professional advice. It is recommended that all non-Australian resident Jackson Minerals Shareholders separately confirm the taxation implications associated with the Scheme in their country of residence.

9.2 Australian Resident Shareholders

Capital Account

Australian resident Jackson Minerals Shareholders who hold their shares with a view to generating long term capital growth and dividend income will generally be considered to hold their shares on capital account.

The Australian income tax implications to such Jackson Minerals Shareholders as a result of the Scheme may be summarised as follows:

- (a) A capital gains tax (CGT) event will occur when Jackson Minerals Shareholders exchange their Jackson Minerals shares for Scimitar Resources New Shares. Subject to the availability of scrip for scrip rollover relief (see below), a capital gain will arise where the market value of the Scimitar Resources New Shares at the time of exchange is greater than the CGT cost base held in the existing Jackson Minerals Shares. In calculating any capital gain, certain Jackson Minerals Shareholders may be eligible for a CGT discount (see below). Where the market value of the Scimitar Resources New Shares is less than the CGT cost base of the Jackson Minerals Shares held, a capital loss will arise.
- (c) Subject to certain conditions being met (see below), scrip for scrip rollover relief should be available for Australian resident Jackson Minerals Shareholders in relation to the exchange of Jackson Minerals Shares for Scimitar Resources New Shares. The result of Jackson Minerals Shareholders electing for the rollover rules to apply should be as follows:
 - (i) any capital gain which would otherwise have been realised on the exchange should be disregarded; and
 - (ii) the cost base of the Scimitar Resources New Shares received is worked out by attributing the particular shareholder's cost base of their Jackson Minerals Shares to their Scimitar Resources New Shares.
- (e) Jackson Minerals Shareholders who are individuals or trusts and do not elect for rollover relief, or who are not eligible for rollover relief, may be eligible for a 50% discount on any capital gain that would arise, provided that they have held their shares in Jackson Minerals for at least 12 months prior to the exchange of Jackson Minerals Shares. Similarly, complying superannuation funds that do not elect for rollover relief or are not eligible for rollover relief, may be eligible for a 33 1/3% discount on any capital gain that would arise, provided that they have held their shares in Jackson Minerals for at least 12 months prior to the exchange of Jackson Minerals Shares. No such discount arises with respect to shares held by companies.
- (f) Scrip for scrip rollover relief will not be available to Jackson Minerals Shareholders who would otherwise realise a capital loss as a result of the Scheme.

Scrip for Scrip Rollover Relief

In order for Jackson Minerals Shareholders to be able to obtain scrip for scrip rollover relief, all of the following conditions need to be satisfied:

- (a) the Jackson Minerals Shareholder exchanges their Jackson Minerals Shares for Scimitar Resources New Shares;
- (b) the exchange is in consequence of a single arrangement where:
 - (i) all the owners of voting shares in Jackson Minerals could participate on substantially the same terms; and
 - (ii) as a result of the arrangement, Scimitar Resources becomes the holder of at least 80% of those voting shares of Jackson Minerals.
- (c) apart from the rollover, the Jackson Minerals Shareholder would make a capital gain as a result of the exchange of their Jackson Minerals Shares under the Scheme; and
- (d) the Jackson Minerals Shareholder chooses to obtain scrip for scrip rollover relief.

Other than the specific issue to each Jackson Minerals Shareholder of whether or not they would make a capital gain and whether or not they elect to adopt rollover relief, all of the above conditions should be satisfied with respect to the Scheme. Further comments are provided below in relation to condition (b)(i).

Participation on substantially the same terms

As outlined above, a condition of scrip for scrip rollover relief is that participation is available on substantially the same terms for all Jackson Minerals Shareholders.

In the case of a Foreign Holder, a Nominee is appointed to sell the Scimitar Resources New Shares to which the Jackson Minerals Shareholder is otherwise entitled and pay the proceeds to the Foreign Holder. Foreign Holders will therefore only ultimately receive cash proceeds on sale, as opposed to an ongoing shareholding in Scimitar Resources.

The mechanism to provide a cash payment on sale of Jackson Minerals Shares to Foreign Holders does not prevent the Scheme being on substantially the same terms for all Jackson Minerals Shareholders. In particular, Foreign Holders receive the same economic value as Australian and New Zealand resident Jackson Minerals Shareholders, and the sale of Jackson Minerals Shares on their behalf is an event which occurs subsequent to completion of the Scheme.

This is consistent with a number of Class Rulings issued by the Commissioner of Taxation dealing with similar scrip for scrip transactions.

Revenue Account

Australian resident Jackson Minerals Shareholders who hold their shares as part of a share trading business or with a view to making a short term profit may be viewed as holding their shares on revenue account.

In such instances any gain made by the Jackson Minerals Shareholders as a result of the Scheme will constitute assessable income of the Shareholder. No scrip for scrip rollover relief or CGT discount will be available with respect to this gain.

Any loss incurred by the Jackson Minerals Shareholders as a result of the Scheme may be applied against other assessable income of the Shareholder or alternatively carried forward to offset against future assessable income.

9.3 Non-Australian Resident Shareholders

The following comments are general in nature and only address the Australian tax implications of the Scheme for non-Australian resident Jackson Minerals Shareholders. Non-resident Scheme Participants should obtain independent professional advice to confirm the tax implications of the Scheme in their country of residence.

Capital Account

Generally, any capital gain or loss realised by non-Australian resident Jackson Minerals Shareholders on the exchange of their Jackson Minerals Shares will be disregarded unless either:

- (a) the Jackson Minerals Shares are held in connection with a business carried on by the Jackson Minerals Shareholder through a permanent establishment in Australia; or
- (b) both of the following conditions are satisfied:
 - (i) the non-Australian resident Jackson Minerals Shareholder together with their associates hold at least 10% of the Jackson Minerals Shares either at the time of the exchange or for at least 12 months during the 24 months before the exchange; and
 - (ii) at the time of the exchange, at least 50% or more of the market value of Jackson Minerals' assets are attributable to taxable Australian real property. Taxable Australian real property includes mining, quarrying or prospecting rights where the minerals, petroleum or quarry materials are situated in Australia.

In the event that a non-Australian resident Jackson Minerals Shareholder cannot disregard a capital gain or loss, then the Australian tax implications of the Scheme will be similar to those outlined above for Australian resident Jackson Minerals Shareholders. However, the tax implications will differ for Foreign Holders who receive cash proceeds from the sale of the Scimitar Resources New Shares. In this regard:

- (a) Jackson Minerals Shareholders who only receive proceeds from the sale of the Scimitar Resources New Shares by the appointed nominee will calculate their capital gain or loss based on the sale proceeds received. No CGT discount will be available.
- (b) Other non-Australian resident Jackson Minerals Shareholders (i.e. New Zealand resident Jackson Minerals Shareholders) who receive Scimitar Resources New Shares may be eligible for scrip for scrip rollover relief, depending on their particular circumstances.

Revenue Account

Where non-Australian resident Jackson Minerals Shareholders hold their shares in Jackson Minerals on revenue account, then any gain or profit on exchange of these shares may be assessed in Australia. The tax implications will depend on a number of factors, including the provisions of any Double Tax Agreement between Australia and the country of residence of the Shareholder. Jackson Minerals Shareholders in this situation should seek their own independent advice in relation to the taxation implications arising from the Scheme, both within and outside of Australia.

10. ADDITIONAL INFORMATION

This Section contains the additional information required by Section 412(1) of the Corporations Act and Part 3 of Schedule 8 of the Corporations Regulations as well as additional information in relation to Scimitar Resources that may be of interest to persons who will become a holder of Scimitar Resources New Shares.

10.17 Rights attaching to the Scimitar Resources New Shares

The following is a summary of the more significant rights attaching to the Scimitar Resources New Shares (as per the constitution adopted by Scimitar Resources on 21 November 2002). This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities attaching to Scimitar Resources New Shares. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights attaching to Scimitar Resources New Shares are set out in the constitution of Scimitar Resources, a copy of which is available for inspection at Jackson Minerals' registered office during normal business hours.

(a) General Meetings

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of Scimitar Resources. Scimitar Resources Shareholders may requisition meetings in accordance with Section 249D of the Corporations Act and Scimitar Resources' constitution.

(b) Voting Rights

Subject to any rights or restrictions for the time being attached to any class or classes of Scimitar Resources shares, at general meetings of Scimitar Resources Shareholders or classes of shareholders:

- (i) each Scimitar Resources Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Scimitar Resources Shareholder or a proxy or representative of a Scimitar Resources Shareholder has one vote; and
- (iii) on a poll, every person present who is a Scimitar Resources Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each Scimitar Resources Share held by him, or in respect of which he has appointed a proxy, attorney or representative, have one vote for the Scimitar Resources Share, but in respect of partly paid Scimitar Resources Shares shall have a fraction of a vote equivalent to the proportion which the amount paid up bears to the total amount paid and payable for the Scimitar Resources Share.

(c) Dividend Rights

The Scimitar Resources directors may pay any interim and final dividends that, in their judgement, the financial position of the company justifies. The Scimitar Resources directors may pay any dividend required to be paid under the terms of issue of a Scimitar Resources Share. Paying a dividend does not require confirmation at a general meeting of Scimitar Resources Shareholders. Subject to any rights or restrictions attached to any Scimitar Resources Shares or class of Scimitar Resources Shares, all dividends must be paid equally on all Scimitar Resources Shares, except that a partly paid Scimitar Resources Share confers an entitlement only to the proportion of the dividend which the amount paid or credited as paid on the Scimitar Resources Share is of the total amounts paid and payable (including amounts credited).

(d) Winding-Up

If Scimitar Resources is wound up, the liquidator may, with the authority of a special resolution, divide among the Scimitar Resources Shareholders in kind the whole or any part of the property of Scimitar Resources, and may for that purpose set such value as they consider fair upon any property to be so divided, and may determine how the division is to be carried out as between the Scimitar Resources Shareholders or different classes of Scimitar Resources shareholders. Subject to the rights of Scimitar Resources Shareholders (if any) entitled to shares with special rights in a winding-up, all property that is to be distributed among Scimitar Resources Shareholders on a winding-up shall be distributed in proportion to the shares held by them respectively, irrespective of the amount paid-up or credited as paid-up on the shares. The liquidator must, if practicable, act accordingly subject to any rights or restrictions attached to any Scimitar Resources Shares.

(e) Transfer of Shares

Generally, shares in Scimitar Resources are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the Listing Rules.

(f) Future Increases In Capital

The allotment and issue of any new Scimitar Resources Shares is under the control of the directors of Scimitar Resources. Subject to restrictions on the issue or grant of securities contained in the Listing Rules, the constitution of Scimitar Resources and the Corporations Act, the Scimitar Resources directors may issue Scimitar Resources Shares as they shall, in their absolute discretion, determine.

(g) Variation of Rights

The rights attached to any class of Scimitar Resources shares may, unless their terms of issue state otherwise, be varied with the written consent of the holders of 75% of the shares of the class or by special resolution passed at a separate meeting of the holders of shares of the class.

10.2 Option Offers

In addition to the Scheme, but as part of the same overall proposal, Scimitar Resources has entered into conditional agreements with the holders of Jackson Minerals Options pursuant to which Scimitar Resources has agreed to allot and issue to each Jackson Minerals Optionholder that number of options to acquire Scimitar Resources Shares (**Scimitar Resources Options**) as determined in accordance with the Implementation Agreement.

Under the terms of the Option Offers and in consideration of the Jackson Minerals Optionholders agreeing to cancel their Jackson Minerals Options, Scimitar must issue the Scimitar Resources New Options to the Jackson Minerals Optionholders on the following terms, unless otherwise agreed by the parties:

- (a) the number of Scimitar Resources New Options issued in consideration for the cancellation of one Jackson Minerals Option shall be equivalent to the number of Scimitar Resources New Shares that will be issued for each Jackson Minerals Share pursuant to the Scheme that is, one (1) Scimitar Resources New Option for every seven and one half (7.5) Jackson Minerals Options;
- (b) the expiry date of the Scimitar Resources New Options will be the same as the Jackson Minerals Options held by the holder;
- (c) the exercise price of each Scimitar Resources New Option to be issued in respect of a Jackson Minerals Option will be calculated by dividing the exercise price of the Jackson Minerals Option by seven and one half (7.5), being the number of Scimitar Resources New Options to be issued in consideration for the cancellation of one Jackson Minerals Option.

The offer period of the Option Offers shall expire on the Effective Date, and the consideration payable under the Option Offers shall be payable on or about the date that the Scheme Consideration is payable to Scheme Participants.

The Option Offers are conditional on the Scheme becoming Effective. Whilst it is a condition precedent to implementation of the Scheme that all Jackson Minerals Optionholders accept the offer from Scimitar Resources, this condition may be waived by Jackson Minerals and Scimitar Resources and accordingly, the Scheme may be implemented despite not all Jackson Minerals Optionholders accepting their respective offers. This would result in Scimitar Resources holding 100% of the Jackson Minerals Shares but not 100% of the Jackson Minerals Options on issue. Upon exercise of the Jackson Minerals Options, Jackson Minerals would cease to be a wholly owned subsidiary of Scimitar Resources although the shareholding of the Jackson Minerals Optionholders in Jackson Minerals would be minimal (as at the date of this Scheme Booklet some Option Offers have been accepted and the remaining would account for less than 9% of Jackson Minerals).

10.3 Quotation of the Scimitar Resources New Shares

As noted above, application will be made for the quotation of the Scimitar Resources New Shares to be issued pursuant to the Scheme on ASX within seven (7) days of the Effective Date.

10.4 Marketable Securities of Jackson Minerals held by or on behalf of Directors of Jackson Minerals

The Directors have a relevant interest in the Jackson Minerals securities set out below:

Director	Interest	Jackson Minerals Shares	% interest in Jackson Minerals Shares	Jackson Minerals Options
Graeme Wallis	Direct	Nil	-	Nil
	Indirect ¹	4,446,497	4.47%	1,000,000
Brett Smith	Direct	Nil	-	500,000
	Indirect	88,833 ²	0.09%	3,300,000 ³
Mark Gwynne	Direct	1,500,001	1.51%	-
	Indirect ⁴	27,110	0.03%	1,000,000

Notes:

- 1 1,802,083 of these Jackson Minerals Shares and all of these Jackson Minerals Options are held by Daem Nominees Pty Ltd as trustee for the Daem Superannuation Fund, in which Mr Wallis has a relevant interest. 2,664,414 Jackson Minerals Shares are held by Daem Nominees Pty Ltd as trustee for the GD Wallis Family account, in which Mr Wallis has a relevant interest.
- 2 These Jackson Minerals Shares are held by New Generation Exploration Pty Ltd as trustee for The Smith Super Fund, a company in which Mr Smith has a relevant interest.
- 3 These Jackson Minerals Options are held by Mrs Jacinta Smith, spouse of Mr Smith.
- 4 These securities are held by Mrs Cheryl Gwynne, spouse of Mr Gwynne.

10.5 Marketable Securities of Scimitar Resources held by or on behalf of Directors of Jackson Minerals

As at the date of this Scheme Booklet, none of the Jackson Minerals Directors have a relevant interest in any Scimitar Resources Securities.

As at the date of this Scheme Booklet, the only director of Scimitar Resources to hold shares in Jackson Minerals is Mr Kent Hunter who controls Kouta Bay Pty Ltd which acts as trustee of the Houndy Family Trust and which holds 100,000 Jackson Minerals Shares.

10.6 Payments and Other Benefits to Directors, Secretaries and Executive Officers of Jackson Minerals

No directors, secretaries or executive officers of Jackson Minerals will receive any payment or other benefit through the Scheme other than an allocation

of Scheme Consideration on equivalent terms to all Scheme Participants.

Shareholders of Scimitar Resources have approved that the aggregate remuneration of non-executive directors be no more than \$150,000.

The directors of Jackson Minerals and Scimitar Resources are currently paid the following remuneration and it is proposed that the directors of the Merged Group will be paid the following remuneration for the year ended 30 June 2008:

Director of Jackson Minerals	Annual Salary (exclusive of superannuation)
Mr Graeme Wallis	\$35,000
Mr Brett Smith	\$169,818
Mr Mark Gwynne	\$64,191

Director of Scimitar Resources	Annual Salary (exclusive of superannuation)
Mr Terry Topping	\$210,000
Mr Kent Hunter	\$60,000
Mr Andrew McBain	\$52,000
Mr Nadaison (Raj) Logarai	\$29,167

Mining Corporate Pty Ltd received \$48,000 from Scimitar Resources for the provision of company secretarial and accounting services for the year ended 30 June 2008. Mr Kent Hunter (a director of Scimitar Resources) is a director and major shareholder of Mining Corporate Pty Ltd.

Director of Merged Entity	Annual Salary (exclusive of superannuation)
Mr Antony Sage	\$132,000
Mr Brett Smith	\$180,000
Mr Terry Topping	\$210,000
Mr Kent Hunter	\$60,000

10.7 Directors' Interests

Other than as disclosed elsewhere in this Explanatory Statement or previously to ASX, no director of Jackson Minerals has, or during the previous two years, has had:

- (a) any interest in the Scheme other than as a holder of, or of a relevant interest in, Jackson Minerals Shares;
- (b) any interest in any contract entered into by Scimitar Resources; or
- (c) any interest as a creditor of Jackson Minerals.

10.8 Litigation

To the best of the Directors' knowledge, there is no current, threatened or impending litigation against Jackson Minerals.

To the best of the directors of Scimitar Resources' knowledge, there is no current, threatened or impending litigation against Scimitar Resources.

10.9 Other Material Information

There is no other information material to the making of a decision in relation to the Scheme or a decision by Scheme Participants whether or not to agree to the Scheme, being information that is within the knowledge of any director of Jackson Minerals or Scimitar Resources or of a related company of either Jackson Minerals or Scimitar Resources and that has not previously been disclosed to Jackson Minerals Shareholders other than as set out in this Explanatory Statement or the Appendices to this Explanatory Statement.

10.10 Scimitar Resources interest in Jackson Minerals Securities

As at the date of this Scheme Booklet, Scimitar Resources has no interest in any Jackson Minerals Securities.

There have been no acquisitions or disposals of Jackson Minerals Securities by Scimitar Resources in the four (4) months before this Explanatory Statement was lodged with the ASIC.

10.11 Jackson Minerals interest in Scimitar Resources Securities

As at the date of this Scheme Booklet, Jackson Minerals has no interest in any Scimitar Resources Securities.

There have been no acquisitions or disposals of Scimitar Resources Securities by Jackson Minerals in the four (4) months before the Explanatory Statement was registered with the ASIC.

10.12 Information in relation to Scimitar Resources Shares

Scimitar Resources Shares are listed on ASX.

The highest and lowest recorded sale prices of existing Scimitar Resources Shares on ASX during the three (3) months immediately preceding the date on which the Merger Proposal was announced to ASX (19 December 2008) and the respective dates of those sales, were:

Date	Highest Price	Date	Lowest Price
22 September 2008	25.5 cents	17 November 2008	10 cents

The highest and lowest recorded sale prices of existing Scimitar Resources Shares on ASX during the three (3) months immediately preceding the date on which this Explanatory Statement was registered with the ASIC and the respective dates of those sales, were:

Date	Highest Price	Date	Lowest Price
8 January 2009	30 cents	10 March 2009	16.5 cents

The last recorded sale price of Scimitar Resources Shares on ASX on the last trading day before this Explanatory Statement was registered with the ASIC was 29 cents on 7 April 2009.

10.13 Independent Expert

Whilst not required by the provisions of the Corporations Act or the Corporations Regulations, the Directors of Jackson Minerals have elected to include a report in this Scheme Booklet made by an expert who is not associated with either Jackson Minerals or Scimitar Resources stating whether or not, in the expert's opinion, the proposed Scheme is in the best interests of the relevant Scheme Participants.

The Directors of Jackson Minerals have engaged Stantons International Securities to review the proposed Scheme as an independent expert.

The Independent Expert has formed the opinion that the proposed Scheme is **not fair, but reasonable, and in the best interests of the relevant Scheme Participants.**

In forming its opinion, the Independent Expert took into account a number of factors including the ASIC guideline requirement to apply a discount to reflect that the Jackson Minerals Shareholders will have a minority interest in the Merged Group. The Independent Expert concluded that, using a technical basis in valuing the Scimitar Resources and Jackson Minerals Shares (not on a market based approach), the proposal under the Scheme to offer 1 Scimitar Resources Share for 7.5 Jackson Minerals Shares is technically on a preferred valuation basis, **not fair.**

However, the Independent Expert considered that the advantages of the proposed Scheme exceeded the disadvantages; particularly that the ability to raise new equity capital should be enhanced on a post Scheme basis, and that Jackson Minerals has limited means to raise capital as a stand-alone entity in the current economic circumstances, and without new funds may not be able to continue in its current form. Based in these considerations, the Independent Expert formed the opinion that the proposed Scheme is considered **reasonable.**

Subject to the conditions precedent to the Implementation Agreement being met (please refer to Appendix 1 of this Scheme Booklet) and there being no other higher offer made, the Independent Expert ultimately concluded that the **proposed Scheme is in the best interests of the relevant Scheme Participants.**

A copy of their report is included as Appendix 5 of this Scheme Booklet.

10.14 Regulatory Exemptions, Modifications and Waivers

In accordance with ASIC Class Orders 04/671 and 04/653, the Scimitar Resources Shares issued as consideration for the Scheme will be freely tradeable.

10.15 Consents

Steinepreis Paganin has given, and before the signing of this Scheme Booklet has not withdrawn, its consent to be named as the legal adviser to Jackson Minerals in the form and context in which it is named. However, Steinepreis Paganin does not otherwise authorise or cause the issue of this Scheme Booklet and takes no responsibility for its contents.

Stantons International Securities has given, and before the signing of this Scheme Booklet has not withdrawn, its consent to the inclusion of, and reference to, its report included in Appendix 5 in the form and context in which it is included and reference made. However, Stantons International Securities does not otherwise authorise or cause the issue of this Scheme Booklet and takes no responsibility for its contents.

Ravensgate Pty Ltd has given, and before the signing of this Scheme Booklet has not withdrawn, its consent to the reference to the Independent Technical Valuation Report relied on in the Independent Expert's Report in Appendix 5 and references made in this Scheme Booklet, and the Executive Summary of the Independent Technical Valuation Report annexed to the Independent Expert's Report in Appendix 5. However, Ravensgate Pty Ltd does not otherwise authorise or cause the issue of this Scheme Booklet and takes no responsibility for its contents.

10.16 Disclosing entity

As a disclosing entity under the Corporations Act, Jackson Minerals is subject to regular reporting and disclosure obligations. Copies of documents lodged with ASIC may be obtained from, or inspected at, an ASIC office.

Prior to the Scheme Meeting, Jackson Minerals Shareholders have a right to obtain, free of charge, copies of the 2008 Annual Report for Jackson Minerals, as well as half-yearly reports and continuous disclosure notices that have been lodged since the 2008 Annual Report and before the lodgement of this document with the ASIC. If you would like copies of any of these documents, please contact Jackson Minerals on (08) 9211 5777 or access these documents from the Jackson Minerals' website: www.jacksonminerals.com.au.

10.17 Supplementary information

If, between the date of dispatch of this Explanatory Statement and the date of the Scheme Meeting, Jackson Minerals becomes aware of:

- (a) a misleading or deceptive statement in this Explanatory Statement;
- (b) an omission from this Explanatory Statement of information which is required by the Corporations Act or the Corporations Regulations; or
- (c) a new circumstance that:
 - (i) has arisen since the Explanatory Statement was dispatched to Scheme Participants; and
 - (ii) would have been required to be included in this Explanatory Statement had it arisen before the Explanatory Statement was lodged,

that is materially adverse from the point of view of a Scheme Participant, Jackson Minerals will prepare a supplementary document to this Explanatory Statement that remedies this defect or provides information about the new circumstance.

The form which the supplementary document may take will depend on the nature and timing of the defect or the new circumstance. Subject to obtaining relevant approvals from the Court and the ASIC, Jackson Minerals may circulate and publish any supplementary document by:

- (a) posting the supplementary document on Jackson Minerals' website www.jacksonminerals.com.au; or
- (b) making an announcement to ASX.

**BY ORDER OF THE BOARD OF
JACKSON MINERALS LIMITED**



Mr Graeme Wallis
Chairman



Mr Brett Smith
Managing Director



Mr Mark Gwynne
Non Executive Director

11. GLOSSARY

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 98 008 624 691).

Board means the board of directors of Jackson Minerals.

Booklet and **Scheme Booklet** mean the booklet lodged with the ASIC containing inter alia the following items:

- (a) the letter to Scheme Participants;
- (b) the Explanatory Statement;
- (c) the Implementation Agreement;
- (d) the Scheme;
- (e) the Notice; and
- (f) the Independent Expert's Report.

Business Day means a business day as defined in the Listing Rules.

Close of Register means 5.00 pm WST on the Record Date.

Constitution means the constitution of Jackson Minerals.

Corporations Act means the Corporations Act 2001 (Cth).

Corporations Regulations means Corporations Regulations 2001 (Cth).

Court means the Federal Court of Australia.

Director means a director of Jackson Minerals.

Effective Date means the date on which the Court orders approving the Scheme becomes effective under Section 411(10) of the Corporations Act.

Explanatory Statement means the explanatory statement set out in this document in relation to the Scheme and includes the Appendices.

Implementation Agreement means the agreement dated 19 December 2008 between Jackson Minerals and Scimitar Resources, a copy of which is included in this Scheme Booklet at Appendix 1.

Independent Expert means Stantons International Securities.

Jackson Minerals means Jackson Minerals Limited (ABN 44 099 574 991).

Jackson Minerals Option means an option to acquire a Jackson Minerals Share.

Jackson Minerals Optionholder means the holder of a Jackson Minerals Option.

Jackson Minerals Securities means Jackson Minerals Shares and Jackson Minerals Options.

Jackson Minerals Share means a fully paid ordinary share in the capital of Jackson Minerals.

Jackson Minerals Shareholder means a holder of a Jackson Minerals Share.

Listing Rules means the listing rules of the ASX.

Merged Group means the merged group entities comprising Scimitar Resources and all of its subsidiaries and Jackson Minerals and all of its subsidiaries following completion of the Scheme.

Merger means the proposed merger of Jackson Minerals and Scimitar Resources pursuant to the terms of the Scheme and Merger Proposal has a corresponding meaning.

Notice means the notice convening the Scheme Meeting.

Option Offers means the offers to acquire Jackson Minerals Options referred to in Section 10.2.

Ravensgate means Ravensgate Pty Ltd which prepared an Independent Technical Valuation Report on the assets of Jackson Minerals and Scimitar used by the Independent Expert in its valuation included in Appendix 5.

Record Date means 5pm on the 5th Business Day after the Effective Date.

Register means the register of holders of Jackson Minerals Shares.

Scheme means the scheme of arrangement proposed to be entered into between Jackson Minerals and Jackson Minerals Shareholders, a copy of which is set out in Appendix 3 to the Explanatory Statement.

Scheme Consideration means one (1) Scimitar Resources New Share to be offered to Scheme Participants in consideration for every seven and one half (7.5) Jackson Minerals Shares transferred to Scimitar Resources pursuant to the Scheme.

Scheme Meeting means the meeting of Jackson Minerals Shareholders ordered by the Court under Section 411(1) of the Corporations Act to be convened for the purposes of the Scheme.

Scheme Participant means a Jackson Minerals Shareholder registered in the Register at the Close of Register.

Scimitar Resources means Scimitar Resources Limited (ABN 22 102 912 783).

Scimitar Resources General Meeting means the general meeting of Scimitar Resources shareholders proposed to be held in April or May 2009.

Scimitar Resources New Options means the new Scimitar Resources Options to be issued to the Jackson Minerals Optionholders pursuant to the Option Offers.

Scimitar Resources New Shares means the new Scimitar Resources Shares to be issued to Jackson Minerals Shareholders as Scheme Consideration.

Scimitar Resources Securities means Scimitar Resources Shares and options to acquire Scimitar Resources Shares.

Scimitar Resources Share means a fully paid ordinary share in the capital of Scimitar Resources.

Scimitar Resources Shareholder means the holder of a Scimitar Resources Share.

WST means Western Standard Time, or Western Daylight Saving Time (as applicable on the relevant date) as observed in Perth, Western Australia.

APPENDIX 1 – IMPLEMENTATION AGREEMENT

JACKSON MINERALS LIMITED

ABN 44 099 574 991

(Jackson Minerals)

and

SCIMITAR RESOURCES LIMITED

ABN 22 102 912 783

(Scimitar)

IMPLEMENTATION AGREEMENT

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THIS AGREEMENT is made the 18th day of December 2008

BETWEEN

JACKSON MINERALS LIMITED (ABN 44 099 574 991) of 35 Richardson Street, West Perth, Western Australia (**Jackson Minerals**);

AND

SCIMITAR RESOURCES LIMITED (ABN 22 102 912 783) of 35 Richardson Street, West Perth, Western Australia (**Scimitar**).

RECITALS

- A.** Scimitar has agreed to acquire Jackson Minerals by means of a scheme of arrangement under Part 5.1 of the Corporations Act.
- B.** Scimitar and Jackson Minerals have agreed in good faith to work to implement the scheme of arrangement upon and subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Acquisition means the acquisition of Jackson Minerals by Scimitar through implementation of the Scheme.

Agreement means the agreement constituted by this document and includes the recitals.

ASIC means the Australian Securities and Investments Commission.

Associate means, in relation to a party, its:

- (a) subsidiaries;
- (b) officers, directors and employees of it or its subsidiaries; and
- (c) investment bankers or corporate or financial advisors, lawyers and other financial advisors of it or its subsidiaries.

ASX means ASX Limited.

Business Day means a business day as defined in the Listing Rules.

Confidential Information means all information (regardless of its Material Form) disclosed to the Receiving Party by the Disclosing Party or any Related Entity or Representative of the Disclosing Party under or in connection with this Agreement, including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Disclosing Party or any of its Related Entities;
- (b) information concerning the Scheme and the negotiations and discussions leading to the Scheme;
- (c) information derived or produced partly or wholly from the information including any calculation, conclusion, summary or computer modelling; and
- (d) trade secrets or information which is capable of protection at law or equity as confidential information, whether the information was disclosed:
- (e) orally, in writing or in electronic or machine readable form;
- (f) before, on or after the date of this Agreement;
- (g) as a result of discussions between the parties concerning or arising out of the Scheme; or
- (h) by the Disclosing Party or any of its Representatives, any of its Associates, any Representatives of its Associates or by any third person.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court of Australia.

Court Convened Meeting means the meeting ordered to be convened by the Court pursuant to the Scheme.

Deed Poll means the Deed Poll referred to in clause 6.2(f) in the form set out in Annexure 1.

Disclosing Party means, in respect of any Confidential Information, the party disclosing that Confidential Information.

Effective when used in relation to the Scheme, means the coming into effect, pursuant to sub-section 411(10) of the Corporations Act, of the order of the Court made under sub-section 411(4)(b) of the Corporations Act, but in any event at time before an office copy of the order of the Court is lodged with the ASIC.

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

End Date means the date which is 6 months from the date of execution of this Agreement or any other later date agreed between the parties.

Existing Jackson Minerals Convertible Note means the existing convertible note between Jackson Minerals and Dempsey Resources Pty Ltd (ACN 100 305 486) (**Dempsey**) dated on or about 18 September 2008, pursuant to which Dempsey subscribed for a convertible note in Jackson Minerals with a face value of \$750,000 convertible into Jackson Minerals Shares on or before 18 September 2009 or repayable in full by Jackson Minerals if not converted by 18 September 2009.

Expert means Stantons International Pty Ltd (or such other entity appointed by Jackson Minerals to prepare the Independent Expert's Report).

First Court Date means the first day of hearing of an application made to the Court for an order pursuant to section 411(1) of the Corporations Act convening the Court Convened Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

Foreign Shareholder means a Scheme Participant whose address in the Jackson Minerals register is a place outside Australia and New Zealand and their external territories.

Independent Expert's Report means the report to be prepared by the Expert on whether the Scheme is in the best interests of the Scheme Participants, for inclusion in the Scheme Booklet.

Jackson Minerals Board means the board of directors of Jackson Minerals.

Jackson Minerals Convertible Note means a proposed convertible note between Jackson Minerals and Scimitar pursuant to which Scimitar will subscribe for a convertible note in Jackson Minerals having a face value of \$1,250,000 convertible into Jackson Mineral Shares or repayable 12 months after the date of the Jackson Minerals Convertible Note.

Jackson Minerals Group means Jackson Minerals and its subsidiaries.

Jackson Minerals Information means such information regarding the Jackson Minerals Group and its operations as is contained in the Scheme Booklet or to enable preparation of the applications for the Regulatory Approvals.

Jackson Minerals Material Adverse Change means one or more occurrences or matters individually or in aggregate that:

- (a) have a material adverse effect on the business, properties, financial condition, results, operations or prospects of Jackson Minerals Group, taken as a whole, and without limiting the generality of the foregoing creates or could reasonably be expected to create liabilities, or results or could reasonably be expected to result in a diminution of the value of Jackson Minerals Group's assets, which in aggregate exceed \$250,000 but which excludes the Jackson Minerals Convertible Note; or
- (b) prevent Jackson Minerals from performing its obligations under this Agreement.

Jackson Minerals Material Adverse Matter means any matter which has occurred but is not in the public domain at the date of this Agreement and has not been disclosed to Scimitar prior to the date of this Agreement and which:

- (a) had it occurred after the date of this Agreement would have been a Jackson Minerals Material Adverse Change; and
- (b) had it been known prior to the date of this Agreement, the Scimitar Board would not have resolved to execute this Agreement (acting reasonably).

Jackson Minerals Optionholder means a holder of Jackson Minerals Options registered in the Options Register on the Record Date.

Jackson Minerals Option means an option to acquire a Jackson Minerals Share.

Jackson Minerals Prescribed Occurrence means, except as required by this Agreement or by the Scheme:

- (a) Jackson Minerals converting all or any of its shares into a larger or smaller number of shares;
- (b) Jackson Minerals or any subsidiary of Jackson Minerals resolving to reduce its share capital in any way;
- (c) Jackson Minerals or any subsidiary of Jackson Minerals entering into a buy-back agreement or resolving to approve the terms of a buy-back agreement under sub-section 257C(1) or 257D(1) of the Corporations Act;
- (d) Jackson Minerals or any subsidiary of Jackson Minerals declaring, paying, or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members;
- (e) Jackson Minerals or any subsidiary of Jackson Minerals issuing shares (other than as a result of the exercise of options already on issue) or granting an option over its shares, or agreeing to make such an issue or grant such an option other than the issue of 1,500,000 Jackson Minerals Shares to Yamarna to enable Jackson Minerals to acquire the final 10% equity in the Claypan Dam gold resource area and the issue of Jackson Minerals Shares (or payment of \$25,000) pursuant to an existing native title agreement with the Widji Native Title Group;
- (f) Jackson Minerals or any subsidiary of Jackson Minerals issuing, or agreeing to issue, convertible notes or any other instruments convertible into share or debt securities other than in respect of the Jackson Minerals Convertible Note;
- (g) Jackson Minerals or any subsidiary of Jackson Minerals making any change or amendment to its constitution;
- (h) Jackson Minerals or any subsidiary of Jackson Minerals disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (i) Jackson Minerals or any subsidiary of Jackson Minerals:
 - (i) acquiring or disposing of;
 - (ii) agreeing to acquire or dispose of; or
 - (iii) offering, proposing, announcing a bid or tendering for,
 any securities, business, assets, interests in a joint venture, entity or undertaking, the value of which exceeds \$250,000 other than in respect of the Jackson Minerals Convertible Note;

- (j) Jackson Minerals or any subsidiary of Jackson Minerals creating, or agreeing to create, any mortgage, charge, lien or other encumbrance over the whole or a substantial part of its business or property;
- (k) Jackson Minerals or any subsidiary of Jackson Minerals resolving that it be wound up;
- (l) the appointment of a provisional liquidator or administrator of Jackson Minerals or of any subsidiary of Jackson Minerals;
- (m) the making of an order by a court for the winding up of Jackson Minerals or of any subsidiary of Jackson Minerals;
- (n) an administrator of Jackson Minerals, or of any subsidiary of Jackson Minerals being appointed under section 436A, 436B or 436C of the Corporations Act;
- (o) Jackson Minerals or any subsidiary of Jackson Minerals executing a deed of company arrangement;
- (p) the appointment of a receiver or a receiver and manager, in relation to the whole, or a substantial part, of the property of Jackson Minerals or of any subsidiary of Jackson Minerals;
- (q) proceedings being brought against Jackson Minerals or any subsidiary of Jackson Minerals which are likely to result in damages or compensation payable by Jackson Minerals or a subsidiary of Jackson Minerals that would constitute a Jackson Minerals Material Adverse Change and which are not recoverable under any insurance arrangements;
- (r) Jackson Minerals or any subsidiary of Jackson Minerals:
 - (i) changes the terms of any material contract;
 - (ii) pays, discharges or satisfies any claims, liabilities or obligations under any material contract other than the payment, discharge or satisfaction consistent with past practice and in accordance with their terms and other than in respect of satisfaction of the Existing Jackson Minerals Convertible Note; or
 - (iii) waives any material rights under or waives the benefit of, any provisions of any material contracts.

Jackson Minerals Share means a fully paid ordinary share in the capital of Jackson Minerals.

Jackson Minerals Shareholder means a holder of Jackson Minerals Shares.

Jackson Minerals Shareholder Approval means a resolution in favour of the Scheme passed by Jackson Minerals Shareholders pursuant to subsection 411(4)(a)(ii) of the Corporations Act.

Jackson Minerals Takeover Proposal means any proposal (whether or not confidential, incomplete or subject to conditions) for a takeover bid, share purchase, scheme, capital reconstruction, purchase of assets, merger, amalgamation, consolidation or other business combination involving Jackson Minerals or any of its subsidiaries, any issue by Jackson Minerals of a material amount of its equity securities as consideration for the assets or securities of another person or any proposal or offer to acquire in any manner, directly or indirectly, a material equity interest in, any voting securities of, or a substantial portion of the assets of, Jackson Minerals or any of its subsidiaries, other than the transactions involving Scimitar contemplated by this Agreement.

Listing Rules means the listing rules of ASX.

Merger Implementation Date means on or before that date which is 5 Business Days after the Record Date (or such other date as agreed between the parties).

Options Offers means the offers to be made by Scimitar for the Jackson Minerals Options substantially on the terms set out in clause 4.5.

Options Register means the register of holders of Jackson Minerals Options.

Receiving Party means, in respect of any Confidential Information, the recipient of that Confidential Information.

Record Date means 5.00pm WST on the 5th Business Day following the Effective Date.

Register means the register of holders of Jackson Minerals Shares.

Regulatory Approvals means such consent, approvals or other acts by a Regulatory Authority necessary to satisfy the Regulatory Condition.

Regulatory Authority includes:

- (a) government or governmental, semi-governmental or judicial entity or authority;
- (b) minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government;
- (c) any bank or financier;
- (d) any regulatory organisation established under statute; and
- (e) ASX and the ASIC.

Regulatory Condition means the condition precedent specified in clause 3.1(a).

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or subcontractor of that party.

RG 60 and RG 142 means Regulatory Guide 60 and 142 issued by the ASIC on 4 August 1999.

Scheme means the scheme of arrangement proposed to be entered into between Jackson Minerals and Scheme Participants, as described in clause 4.1, under Part 5.1 of the Corporations Act.

Scheme Booklet means, in respect of the Scheme, the information described in clause 6.1(a) to be dispatched to the Scheme Participants and approved by the Court which must include the Scheme, an explanatory statement complying with the requirements of the Corporations Act, the Independent Expert's Report, the Deed Poll and a notice of meeting and proxy form in such form as the parties may agree.

Scheme Consideration means the consideration Scimitar is required to provide under clause 4.2.

Scheme Participant means Jackson Minerals Shareholders registered in the Register on the Record Date.

Scimitar Board means the board of directors of Scimitar.

Scimitar Convertible Note means the proposed convertible note between Scimitar and Dempsey Resources Pty Ltd (ACN 100 305 486) (**Dempsey**) pursuant to which Scimitar will issue Dempsey a \$2,200,000 convertible note convertible into Scimitar Shares or repayable within 15 months from the date of the convertible note.

Scimitar Group means Scimitar and its subsidiaries.

Scimitar Information means such information regarding Scimitar provided by Scimitar to Jackson Minerals to enable the application for the Regulatory Approvals and the Scheme Booklet to be prepared and completed.

Scimitar Material Adverse Change means one or more occurrences or matters individually or in aggregate that:

- (a) have a material adverse effect on the business, properties, financial condition, results, operations or prospects of Scimitar Group, taken as a whole, and without limiting the generality of the foregoing creates or could reasonably be expected to create liabilities, or results or could reasonably be expected to result in a diminution of the value of Scimitar Group's assets, which in aggregate exceed \$250,000 but excludes the Scimitar Convertible Note; or
- (b) prevent Scimitar from performing its obligations under this Agreement.

Scimitar Material Adverse Matter means any matter which has occurred but is not in the public domain at the date of this Agreement and has not been disclosed to Jackson Minerals prior to the date of this Agreement and which:

- (a) had it occurred after the date of this Agreement would have been a Scimitar Material Adverse Change; and
- (b) had it been known prior to the date of this Agreement, the Jackson Minerals Board would not have resolved to execute this Agreement (acting reasonably).

Scimitar New Shares means the new Scimitar Shares to be issued to Scheme Participants as Scheme Consideration pursuant to the Scheme.

Scimitar Option means an option to acquire a Scimitar Share.

Scimitar Prescribed Occurrence means, except as required by this Agreement or by the Scheme:

- (a) Scimitar converting all or any of its shares into a larger or smaller number of shares;
- (b) Scimitar or any subsidiary of Scimitar resolving to reduce its share capital in any way;
- (c) Scimitar or any subsidiary of Scimitar entering into a buy-back agreement or resolving to approve the terms of a buy-back agreement under subsection 257C(1) or 257D(1) of the Corporations Act;
- (d) Scimitar or any subsidiary of Scimitar declaring, paying, or distributing any dividend, bonus or other share of its profits or assets or returning or agreeing to return any capital to its members;
- (e) Scimitar or any subsidiary of Scimitar issuing shares (other than as a result of the exercise of options already on issue) or granting an option over its shares, or agreeing to make such an issue or grant such an option, other than pursuant to a capital raising of Scimitar Shares on terms agreed to by both parties;
- (f) Scimitar or any subsidiary of Scimitar issuing, or agreeing to issue, convertible notes or any other instruments convertible into share or debt securities other than the Scimitar Convertible Note;
- (g) Scimitar or any subsidiary of Scimitar making any change or amendment to its constitution;
- (h) Scimitar or any subsidiary of Scimitar disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (i) Scimitar or any subsidiary of Scimitar:
 - (ii) acquiring or disposing of;
 - (iii) agreeing to acquire or dispose of; or
 - (iv) offering, proposing, announcing a bid or tendering for, any securities, business, assets, interests in a joint venture, entity or undertaking, the value of which exceeds \$250,000 other than in respect of the Scimitar Convertible Note;
- (j) Scimitar or any subsidiary of Scimitar creating, or agreeing to create, any mortgage, charge, lien or other encumbrance over the whole or a substantial part of its business or property;
- (k) Scimitar or any subsidiary of Scimitar resolving that it be wound up;
- (l) the appointment of a provisional liquidator or administrator of Scimitar or of any subsidiary of Scimitar;
- (m) the making of an order by a court for the winding up of Scimitar or of any subsidiary of Scimitar;

- (n) an administrator of Scimitar, or of any subsidiary of Scimitar being appointed under section 436A, 436B or 436C of the Corporations Act;
- (o) Scimitar or any subsidiary of Scimitar executing a deed of company arrangement;
- (p) the appointment of a receiver or a receiver and manager, in relation to the whole, or a substantial part, of the property of Scimitar or of any subsidiary of Scimitar;
- (q) proceedings being brought against Scimitar or any subsidiary of Scimitar which are likely to result in damages or compensation payable by Scimitar or a subsidiary of Scimitar that would constitute a Scimitar Material Adverse Change and which are not recoverable under any insurance arrangements;
- (r) Scimitar or any subsidiary of Scimitar:
 - (i) changes the terms of any material contract;
 - (ii) pays, discharges or satisfies any claims, liabilities or obligations under any material contract other than the payment, discharge or satisfaction consistent with past practice and in accordance with their terms; or
 - (iii) waives any material rights under, or waives the benefit of any provisions of, any material contracts.

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

Scimitar Shareholder means a holder of Scimitar Shares.

Scimitar Takeover Proposal means any proposal (whether or not confidential, incomplete or subject to conditions) for a takeover bid, share purchase, scheme, capital reconstruction, purchase of assets, merger, amalgamation, consolidation or other business combination involving Scimitar or any of its subsidiaries, any issue by Scimitar of a material amount of its equity securities as consideration for the assets or securities of another person or any proposal or offer to acquire in any manner, directly or indirectly, a material equity interest in, any voting securities of, or a substantial portion of the assets of, Scimitar or any of its subsidiaries, other than the transactions involving Jackson Minerals contemplated by this Agreement.

Second Court Date means the first day on which an application to the Court is made to make orders approving the Scheme pursuant to sub-section 411(4)(b) of the Corporations Act.

Superior Transaction Proposal means a bona fide Jackson Minerals Takeover Proposal or a bona fide Scimitar Takeover Proposal which would, if consummated in accordance with its terms, result in a transaction more favourable to the Jackson Minerals Shareholders or Scimitar Shareholders, as the case may be, considered as a whole than the transaction the subject of this Agreement;

Takeover Proposal means either a Scimitar Takeover Proposal or a Jackson Minerals Takeover Proposal.

Transaction Documents means this Agreement and the Scheme Booklet.

Unacceptable Circumstances has the meaning given in section 657A of the Corporations Act.

WST means Western Standard Time, or Western Daylight Saving Time (as applicable on the relevant date) as observed in Perth, Western Australia.

Yamarna means Mining Projects Group Limited (ACN 006 189 331) (previously known as Yamarna Goldfields Limited).

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, 2 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 parties, clauses, schedules, exhibits or annexures are references to parties, 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; and
- (j) a reference to \$ or dollar is to Australian currency.

2. AGREEMENT TO PROCEED WITH SCHEME

The parties agree to propose the Scheme and to undertake the Acquisition accordingly upon, and subject to, the terms and conditions of this Agreement.

3. CONDITIONS PRECEDENT

3.1 Conditions Precedent to Scheme

Subject to this clause 3, the obligations of the parties to complete the Acquisition under this Agreement are subject to and conditional upon the satisfaction of each of the following conditions precedent:

- (a) **Regulatory consents** – Prior to 5.00pm WST on the day before the Second Court Date, all Regulatory Approvals required by any Regulatory Authority or judicial entity or authority to implement the Acquisition are obtained.
- (b) **No prohibitive action** – No Regulatory Authority or judicial entity or authority taking any action or making any order or decree which action, order or decree restrains or prohibits the Acquisition or any transaction contemplated by the Acquisition.
- (c) **Jackson Minerals Prescribed Occurrence** – Between the date of this Agreement and 5.00pm WST on the day before the Second Court Date, no Jackson Minerals Prescribed Occurrence occurs.
- (d) **Jackson Minerals Material Adverse Change** – Between the date of this Agreement and 5.00pm WST on the day before the Second Court Date, no Jackson Minerals Material Adverse Change occurs.
- (e) **Scimitar due diligence** – Scimitar conducting and being satisfied in its sole and absolute discretion with the due diligence investigations into Jackson Minerals undertaken in accordance with clause 9.4.
- (f) **Scimitar Takeover Proposal** – No Scimitar Takeover Proposal is made or announced as a result of which the Expert is no longer able to conclude that the Scheme is in the best interests of the Scheme Participants.
- (g) **Scimitar Prescribed Occurrence** – Between the date of this Agreement and 5.00pm WST on the day before the Second Court Date, no Scimitar Prescribed Occurrence occurs.
- (h) **Scimitar Material Adverse Change** – Between the date of this Agreement and 5.00pm WST on the day before the Second Court Date, no Scimitar Material Adverse Change occurs and no Scimitar Material Adverse Matter becomes known to Jackson Minerals.
- (i) **Jackson Minerals due diligence** – Jackson Minerals conducting and being satisfied in its sole and absolute discretion with the due diligence investigations into Scimitar undertaken in accordance with clause 9.1.
- (j) **Jackson Minerals Takeover Proposal** – No Jackson Minerals Takeover Proposal is made or announced.
- (k) **Independent Expert's Report** – An Independent Expert's Report is obtained by Jackson Minerals which concludes that the Scheme is in the best interests of the Scheme Participants.
- (l) **Jackson Minerals Board recommendation** – Between the date of this Agreement and the date on which the Jackson Minerals Shareholder Approval is obtained, the Jackson Minerals Board does not change or withdraw its recommendation to vote in favour of the Scheme and all resolutions (if any) incidental to the Scheme.
- (m) **Official quotation of the shares** – The Scimitar New Shares to be issued as consideration to Scheme Participants pursuant to the terms of the Scheme are approved for official quotation by ASX (conditional only on the issue of those shares and on Scimitar providing ASX with a completed Appendix 3B as required by the Listing Rules) prior to 5.00pm WST on the day before the Second Court Date.
- (n) **Jackson Minerals Shareholder Approval** – The Jackson Minerals Shareholder Approval is obtained.
- (o) **Court approval of Scheme** – The making of an order by the Court on the Second Court Date approving the Scheme pursuant to sub-section 411(4)(b) of the Corporations Act.
- (p) **Acceptance of Options Offers** – all Jackson Minerals Optionholders accepting the Options Offers and Jackson Minerals obtaining from ASX a waiver of any requirement under ASX Listing Rule 6.23.2 to obtain the approval of the Jackson Minerals Shareholders to the cancellation of any Jackson Minerals Options (if required);
- (q) **Third party approvals** – Subject to clause 3.1(a), obtaining any third party approvals under joint venture documentation or other significant contracts to which Scimitar and Jackson Minerals agree are necessary or desirable to implement the Scheme or any transaction contemplated by the Scheme or this Agreement;
- (r) **Convertible Notes** – The Existing Jackson Minerals Convertible Note is satisfied in full and the Jackson Minerals Convertible Note and Scimitar Convertible Note are executed on terms acceptable to both Jackson and Scimitar; and
- (s) **Determination of Scheme Consideration** – The appointment of an independent valuer to determine the value of Jackson Minerals as contemplated in clause 4.2 and both parties agreeing on Scheme Consideration to be provided to Scheme Participants in accordance with clause 4.2(b).

3.2 Benefit of Certain Conditions Precedent

- (a) **Scimitar's benefit**: Scimitar alone has the benefit of the conditions precedent in clauses 3.1(c), 3.1(d), 3.1(e) and 3.1(f) and any breach or non-fulfilment of any such conditions may be relied upon only by Scimitar which may at any time and from time to time in its sole and absolute discretion waive the breach or non-fulfilment.
- (b) **Jackson Minerals' benefit**: Jackson Minerals alone has the benefit of the conditions precedent in clauses 3.1(g), 3.1(h), 3.1(i), 3.1(j), 3.1(k), 3.1(l) and 3.1(m) and any breach or non-fulfilment of any such conditions may be relied upon only by Jackson Minerals which may, at any time and from time to time in its sole and absolute discretion, waive the breach or non-fulfilment.

- (c) **Each party's benefit:** Jackson Minerals and Scimitar together have the benefit of the Regulatory Condition and the conditions set out in clauses 3.1(b), 3.1(p), 3.1(q), 3.1(r) and 3.1(s) and any breach or non-fulfilment of those conditions may be relied upon by Jackson Minerals or Scimitar and may only be waived with the written consent of both parties.
- (d) **No waiver:** The conditions precedent set out in clause 3.1(n) and 3.1(o) may not be waived.
- (e) **Waiver:** If either Jackson Minerals or Scimitar waive the breach or non-fulfilment of a condition precedent in accordance with clause 3.2(a), 3.2(b) or 3.2(c):
 - (i) subject to sub-paragraph (ii), that waiver shall preclude the party who waived such breach or non-fulfilment from suing the other for any breach of this Agreement that resulted in the breach or non-fulfilment of that condition precedent; and
 - (ii) if the party entitled to waive such breach or non-fulfilment wishes to do so subject to conditions and the other party agrees to those conditions, the terms of those conditions shall apply notwithstanding any inconsistency with sub-paragraph (i) (and provided that if the other party does not agree to those conditions, the condition precedent shall not have been waived).

3.3 Best Endeavours

Each of Scimitar and Jackson Minerals agree to use its best endeavours to procure that each of the conditions precedent in clause 3.1 are satisfied as soon as practicable after the date of this Agreement or that there is no occurrence that would prevent the conditions in clause 3.1 being satisfied (as the context requires).

Without limiting the generality of the foregoing:

- (a) Scimitar will promptly apply for all Regulatory Approvals and provide Jackson Minerals with a copy of such applications and Jackson Minerals shall provide Scimitar with such information regarding Jackson Minerals as it shall reasonably require to make such applications;
- (b) Scimitar will prepare and provide to Jackson Minerals the Scimitar Information for inclusion in the Scheme Booklet;
- (c) Jackson Minerals will prepare the Scheme Booklet in accordance with all applicable laws, and in particular with the Corporations Act, RG 60 and RG 142:
 - (i) ensuring that the terms of the Scheme are fully and fairly portrayed; and
 - (ii) in consultation with Scimitar and subject to Scimitar's agreement (such agreement not to be unreasonably withheld), as to the content and presentation of the Scheme Booklet, which consultation and approval shall include obtaining the consent of Scimitar to the inclusion of information provided by Scimitar under clause 3.3(b) (not to be unreasonably withheld);
- (d) Jackson Minerals shall ensure that, without the prior written consent of Scimitar, between the date of this Agreement and the Second Court Date, no Jackson Minerals Prescribed Occurrence occurs; and
- (e) Scimitar shall ensure that, without the prior written consent of Jackson Minerals, between the date of this Agreement and the Second Court Date, no Scimitar Prescribed Occurrence occurs.

3.4 Approval of Scheme Booklet

- (a) **Jackson Minerals to provide Scheme Booklet:** As soon as practicable after Jackson Minerals has completed the preparation of the final form of the Scheme Booklet in accordance with clause 3.3(c), Jackson Minerals will forward copies to Scimitar.
- (b) **Meeting of directors of Jackson Minerals:** As soon as practicable after preparation of the final form of the Scheme Booklet as referred to in clause 3.4(a), a meeting of the Jackson Minerals Board will be convened for the purpose of approving the Scheme Booklet.
- (c) **Meeting of directors of Scimitar:** As soon as practicable after preparation of the final form of the Scheme Booklet as referred to in clause 3.4(a), a meeting of the Scimitar Board will be convened for the purpose of approving the Scimitar Information in the Scheme Booklet.

3.5 Consultation

- (a) **Consultation:** If a condition precedent in clause 3.1 is not satisfied or waived in accordance with clause 3.2 or there is an occurrence that will prevent a condition precedent being satisfied as at the date specified in this Agreement for its satisfaction (other than, in either case, as the result of a deliberate action of Scimitar or Jackson Minerals) or the Effective Date has not occurred by the End Date, Jackson Minerals and Scimitar will consult in good faith:
 - (i) as to whether the relevant condition precedent is to be waived in accordance with clause 3.2;
 - (ii) as to whether to extend the date by which the relevant condition precedent must be satisfied including as to whether to extend the End Date; and
 - (iii) with a view to determining whether the Acquisition may proceed by way of alternative means or methods.
- (b) **Failure to agree:** If the parties are unable to reach agreement under clause 3.5(a) within five (5) Business Days, either party may terminate this Agreement without any liability to the other party by reason of that termination.

3.6 Notices

- (a) **Notice of a Jackson Minerals Prescribed Occurrence or a Jackson Minerals Material Adverse Change:** If, prior to 5.00pm WST on the day before the Second Court Date, any event which constitutes a Jackson Minerals Prescribed Occurrence or a Jackson Minerals Material Adverse Change occurs, Jackson Minerals will immediately give written notice to Scimitar of that event. Thereafter, Scimitar will give written notice

to Jackson Minerals as soon as possible as to whether or not it waives the breach or non-fulfilment of the relevant condition precedent of this Agreement resulting from the occurrence of that event, specifying the condition in question. A waiver of breach or non-fulfilment in respect of a condition precedent of this Agreement shall not constitute:

- (i) a waiver of breach or non-fulfilment of any other condition precedent of this Agreement resulting from the same event; or
 - (ii) a waiver of breach or non-fulfilment of that condition precedent resulting from any other event.
- (b) **Jackson Minerals notice of changes:** Jackson Minerals shall promptly notify Scimitar in writing:
- (i) of any change or event causing or which, insofar as can reasonably be foreseen, would cause a representation or warranty provided in this Agreement to be false if given at that date; or
 - (ii) if a Jackson Minerals Material Adverse Change or a Jackson Minerals Prescribed Occurrence has occurred or is likely to occur.
- (c) **Notice of a Scimitar Prescribed Occurrence or a Scimitar Material Adverse Change:** If, prior to 5.00pm WST on the day before the Second Court Date, any event which constitutes a Scimitar Prescribed Occurrence or a Scimitar Material Adverse Change occurs, Scimitar will immediately give written notice to Jackson Minerals of that event. Thereafter, Jackson Minerals will give written notice to Scimitar as soon as possible as to whether or not it waives the breach or non-fulfilment of the relevant condition precedent of this Agreement resulting from the occurrence of that event, specifying the condition in question. A waiver of breach or non-fulfilment in respect of a condition precedent of this Agreement shall not constitute:
- (i) a waiver of breach or non-fulfilment of any other condition precedent of this Agreement resulting from the same event; or
 - (ii) a waiver of breach or non-fulfilment of that condition precedent resulting from any other event.
- (d) Scimitar notice of changes: Scimitar shall promptly notify Jackson Minerals in writing:
- (i) of any change or event causing or which, insofar as can reasonably be foreseen, would cause a representation or warranty provided in this Agreement to be false if given at that date; or
 - (ii) if a Scimitar Material Adverse Change or a Scimitar Prescribed Occurrence has occurred or is likely to occur.

4. SCHEME

4.1 Scheme to be Proposed

Jackson Minerals agrees to propose the Scheme under which all of the Jackson Minerals Shares will be transferred to Scimitar in consideration for Scimitar providing the Scheme Consideration to the Scheme Participants.

4.2 Scheme Consideration

- (a) The Parties acknowledge and agree that the parties have appointed Ravensgate Pty Ltd (or such other entity appointed by the parties to value Jackson Minerals) (**Independent Valuer**) to provide an independent valuation of Jackson Minerals for the purpose of forming the basis of negotiation in determining the number of Scimitar New Shares that will be issued for each Jackson Mineral Share (**Scheme Consideration**).
- (b) As soon as practicable after the completion of the valuation referred to in clause 4.2(a), the parties shall negotiate in good faith to determine the Scheme Consideration to be provided to Scheme Participants, such determination to be based on the valuation referred to in clause 4.2(a).
- (c) It is a condition precedent to the implementation of the Scheme that both parties:
 - (i) agree with the valuation of the Independent Valuer; and
 - (ii) agree on the Scheme Consideration to be provided to Scheme Participants.
- (d) Scimitar covenants in favour of Jackson Minerals (in its own right and on behalf of the Scheme Participants) that it will issue, on the Merger Implementation Date, such number of Scimitar New Shares for every Jackson Minerals Share as determined by the parties pursuant to clause 4.2(b). Any fractional entitlement to a Scimitar New Share will be rounded up or down to the nearest whole number and up to the nearest whole Scimitar New Share in the case of such entitlement being equally between numbers.

4.3 Ranking

All Scimitar Shares issued pursuant to clause 4.2 must, upon their issue, rank equally with all other Scimitar Shares.

4.4 Foreign Shareholders

Unless Scimitar is satisfied that the laws of a Foreign Shareholder's country of residence (as shown in the Register) permit the issue and allotment of Scimitar Shares to the Foreign Shareholder, either unconditionally or after compliance with conditions which Scimitar in its sole discretion regards as acceptable and not unduly onerous, the Scimitar Shares to which a Foreign Shareholder shall become entitled will be allotted to a nominee approved by Jackson Minerals who will sell those Scimitar Shares and pay the proceeds received (after deducting any applicable brokerage, stamp duty and other taxes and charges), to that Foreign Shareholder.

4.5 Options Offers

- (a) Scimitar shall make the Options Offers as soon as practicable after the date of this Agreement and in any case by no later than five (5) Business Days after the date the Scheme Booklet is dispatched to Scheme Participants.
- (b) Under the terms of the Options Offers and in consideration Jackson Minerals Optionholder agreeing to cancel their Jackson Minerals Options,

Scimitar must issue Scimitar Options (Scimitar New Options) to the Jackson Minerals Optionholders on the following terms, unless otherwise agreed by the parties:

- (i) the number of Scimitar New Options issued in consideration for the cancellation of one Jackson Minerals Option shall be equivalent to the number of Scimitar New Shares that will be issued for each Jackson Minerals Share pursuant to the Scheme as determined pursuant to clause 4.2(b);
- (ii) the expiry date of the Scimitar New Options will be the same as the Jackson Minerals Options held by the holder;
- (iii) the exercise price of each Scimitar New Option to be issued in respect of a Jackson Minerals Option will be calculated by dividing the exercise price of the Jackson Minerals Option by the number of Scimitar New Options to be issued in consideration for the cancellation of one Jackson Minerals Option as determined pursuant to clause 4.5(a).
- (c) The conditions to the Options Offers (which may be waived by mutual agreement between Jackson Minerals and Scimitar) shall include the following:
 - (i) that the Scheme becomes Effective;
 - (ii) if required, that the ASX grants a waiver to Jackson Minerals of any requirement under Listing Rule 6.23.2 to obtain approval of Jackson Minerals Shareholders to the cancellation of any Jackson Minerals Options; and
 - (iii) that all of the Jackson Minerals Options are acquired by Scimitar or cancelled pursuant to the Options Offers.
- (d) The offer period of the Options Offers shall expire on the Effective Date.
- (e) The consideration payable under the Options Offers shall be payable on or about the date that the consideration under the Scheme is payable to Scheme Participants.

5. TERMINATION

5.1 Termination

This Agreement may be terminated at any time prior to the Second Court Date by either Scimitar or Jackson Minerals if:

- (a) any Court or Regulatory Authority has issued an order, decree of ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Acquisition and such order, decree, ruling or other action shall have become final and non appealable;
- (b) if the other is in material breach of any clause of this Agreement before the Second Court Date provided that either Scimitar or Jackson Minerals, as the case may be, has given notice to the other setting out the relevant circumstances and stating an intention to terminate and, if the relevant circumstances continue to exist eight (8) Business Days (or any shorter period ending at 5.00pm WST on the day before the Second Court Date) from the time such notice is given, the terminating party may, in its absolute discretion, terminate this Agreement by a further notice in writing to the other party;
- (c) the Scheme (as described in clause 4) is not approved by the majority of Scheme Participants required under the Corporations Act; or
- (d) the End Date has passed without the Scheme becoming Effective.

5.2 Effect of Termination

In the event of termination of this Agreement by either Scimitar or Jackson Minerals pursuant to clause 5.1, except to the extent that such termination results from a wilful breach by any party of its obligations under this Agreement, this Agreement shall become void and have no effect, without any liability or obligation on the part of Scimitar or Jackson Minerals, other than the provisions of clauses 7 and 21.

6. IMPLEMENTATION

6.1 Jackson Minerals' Obligations

Jackson Minerals must do everything reasonable within its power to implement the Scheme prior to the End Date, including, without limitation:

- (a) **Scheme Booklet:** The preparation and the dispatch of a Scheme Booklet in respect of the Scheme to be dispatched to Jackson Minerals Shareholders which shall comply with all applicable laws, the Corporations Act, RG60 and RG142 and the Listing Rules.
- (b) **Appoint Expert:** Appoint the Expert and provide assistance and information reasonably requested by the Expert to enable it to prepare its report for the Scheme Booklet.
- (c) **ASIC relief:** Apply to ASIC for such Regulatory Approvals and/or relief as may be required to give effect to the Scheme.
- (d) **ASX waiver:** If necessary, apply to ASX for a waiver of any requirement under Listing Rule 6.23.2 to obtain the approval of its shareholders to the cancellation of any Jackson Minerals Options.
- (e) **Convertible Note:** Negotiate and finalise the execution of the Jackson Minerals Convertible Note and discharge of the Existing Jackson Minerals Convertible Note.
- (f) **Directors' recommendation:** Jackson Minerals will state (on the basis of statements made to it by each of its directors) that each of the directors of Jackson Minerals recommends to Scheme Participants that, in the absence of a higher offer, the Scheme be approved, which statements shall be made following the execution of this Agreement.
- (g) **Sub-section 411(17)(b) statement:** Apply to the ASIC for the production of a statement pursuant to sub-section 411(17)(b) of the Corporations Act stating that the ASIC has no objection to the Scheme.

- (h) **Court Convened Meeting:** Apply to the Court for an order convening the Court Convened Meeting.
- (i) **Jackson Minerals Shareholder Approval:** Seek the Jackson Minerals Shareholder Approval.
- (j) **Court approval:** Apply to the Court for an order approving the Scheme pursuant to sub-section 411(4)(b) of the Corporations Act, if the Scheme is approved by the Scheme Participants at the Court Convened Meeting.
- (k) **Lodge copy of Court order:** Lodge with the ASIC an office copy of the Court order approving the Scheme if approved by the Scheme Participants at the Court Convened Meeting and the Court.
- (l) **Conduct of business by Jackson Minerals:** During the period from the date of this Agreement to the Effective Date, Jackson Minerals shall, and shall cause its subsidiaries to, carry on their respective businesses in the usual, regular and ordinary course in substantially the same manner as conducted until now (other than in respect of the satisfaction of the Existing Jackson Minerals Convertible Note and execution of the Jackson Minerals Convertible Note) and in compliance in all material respects with all applicable laws and regulations and agreements to which it is a party and use reasonable efforts to preserve their relationships with customers, suppliers, licensors, licensees, joint venturers and others having business dealings with them.
- (m) **Consents from third parties:** During the period from the date of this Agreement to the Effective Date, Jackson Minerals will use its best endeavours to:
 - (i) identify any change of control or similar provisions in its contracts;
 - (ii) obtain the consents of relevant persons who have rights in respect of the provisions referred to in (i) above to the Acquisition; and
 - (iii) keep Scimitar informed of its progress in relation to the matters referred to in (i) and (ii) above.
- (n) **Provide names of Scheme Participants:** Give to Scimitar details of the names, registered addresses and holdings of Jackson Minerals Shares as shown in the Register as at 5.00pm WST on the Record Date, in such form as Scimitar may reasonably require.
- (o) **Register share transfers:** Once duly executed, register all transfers of Jackson Minerals Shares to Scimitar referred to in the Scheme on the Merger Implementation Date.
- (p) **Act on behalf of shareholders:** Do any act or acts or transaction or transactions on behalf of each Jackson Minerals Shareholder which are within its power and are necessary or desirable to implement the Schemes.
- (q) **De-listing:** Not apply to ASX for Jackson Minerals to be delisted until after the final implementation of the Scheme.

6.2 Scimitar's Obligations

Scimitar must do everything reasonable within its power to implement the Scheme prior to the End Date, including, without limitation:

- (a) **Provide Scimitar Information:** Promptly provide:
 - (i) the Scimitar Information to Jackson Minerals for inclusion in the Scheme Booklet; and
 - (ii) any further information regarding Scimitar which may arise after the Scheme Booklet has been dispatched until the date of the Court Convened Meeting which is necessary to ensure that the information in the Scheme Booklet regarding Scimitar is not misleading or deceptive in any material respect (whether by omission or otherwise).
- (b) **Verify Scimitar Information:** Verify to Jackson Minerals the accuracy of the Scimitar Information in the Scheme Booklet and consent to the inclusion of that information in the form and context in which it appears.
- (c) **Make Option Offers:** Make the Options Offers in accordance with clause 4.5.
- (d) **Convertible Note:** Negotiate and execute the Scimitar Convertible Note.
- (e) **Representation:** If considered necessary by Jackson Minerals and Scimitar, procuring that Scimitar is represented by counsel at the Court hearings convened for the purposes of sub-section 411(4)(b) of the Corporations Act, at which, through its counsel, Scimitar will undertake (if requested by the Court) to do all such things and take all such steps within its power as may be necessary in order to ensure the fulfilment of its obligations under this Agreement and the Scheme.
- (f) **Deed Poll:** Prior to dispatch of the Scheme Booklet, execute a deed poll in the form of Annexure 1 (or such other form as is agreed between Jackson Minerals and Scimitar).
- (g) **Independent Expert's Report:** Scimitar shall provide such information and otherwise assist the Expert in any way reasonably requested by the Expert to assist in the preparation of its report to accompany the Scheme Booklet.
- (h) **Maintain ASX listing:** Take all reasonable and appropriate steps to maintain Scimitar's listing on ASX, notwithstanding any suspension of the quotation of Scimitar Shares, up to and including the Effective Date.
- (i) **Conduct of business by Scimitar:** During the period from the date of this Agreement to the Effective Date, Scimitar shall, and shall cause its subsidiaries to, carry on their respective businesses in the usual, regular and ordinary course in substantially the same manner as conducted until now other than in respect of the Scimitar Convertible Note and in compliance in all material respects with all applicable laws and regulations and agreements to which it is a party and use reasonable efforts to preserve their relationships with customers, suppliers, licensors, licensees, joint venturers and others having business dealings with them.

6.3 Appointment of Directors

As soon as practicable after the Merger Implementation Date:

- (a) Scimitar will take all actions necessary, and in accordance with its constitution, to cause the appointment of two members of the Jackson Minerals Board nominated by Jackson Minerals, to the Scimitar Board;
- (b) Scimitar will procure that all but two of the current members of the Scimitar Board will resign; and
- (c) Scimitar will take all actions necessary, and in accordance with its constitution, to cause the appointment of Tony Sage as non-executive chairman of the board of directors of Scimitar on terms acceptable to Mr Sage and Scimitar.

7. REPRESENTATIONS AND WARRANTIES

7.1 Scimitar's Representations

Scimitar represents and warrants to Jackson Minerals (on Jackson Minerals' own behalf and separately as trustee or nominee for each of Jackson Minerals' directors) that:

- (a) the Scimitar Information provided to Jackson Minerals for inclusion in the Scheme Booklet will be provided in good faith and on the understanding that Jackson Minerals and each of its directors will rely on that information for the purposes of preparing the Scheme Booklet and proposing and implementing the Scheme in accordance with the requirements of the Corporations Act;
- (b) the Scimitar Information provided in accordance with this clause 7.1 contained in the Scheme Booklet, as at the date the Scheme Booklet is dispatched to Scheme Participants, will not contain any material statement which is misleading or deceptive nor contain any material omission;
- (c) Scimitar will, as a continuing obligation, provide to Jackson Minerals all such further or new information which may arise after the Scheme Booklet has been dispatched until the date of the Court Convened Meeting which may be necessary to ensure that there would be no breach of paragraph (a) if it applied as at the date upon which that information arose;
- (d) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or to its knowledge, threatened which, if adversely decided could have for Scimitar, a Scimitar Material Adverse Change and for Jackson Minerals, a Jackson Minerals Material Adverse Change;
- (e) the execution and delivery of this Agreement has been properly authorised by all necessary corporate action of Scimitar;
- (f) Scimitar has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed by its obligations under this Agreement;
- (g) this Agreement does not conflict with or result in the breach of or default under any provision of Scimitar's constitution or any material term or provision of any agreement or deed or any writ, order or injunction, judgement, law, rule or regulation to which it is party or a subject or by which it is bound; and
- (h) its issued securities and proposed issued securities as of the Execution Date are:
 - (i) 50,111,993 Scimitar Shares;
 - (ii) 4,000,000 Scimitar Options with an exercise price of 80 cents expiring on 30 November 2010;
 - (iii) 300,000 Scimitar Options with an exercise price of 30.5 cents expiring on 22 December 2010;
 - (iv) 900,000 Scimitar Options with an exercise price of 61 cents expiring on 31 October 2011; and
 - (v) 100,000 Scimitar Options with an exercise price of 85 cents expiring on 26 March 2012,
 and it has not issued any other securities or instruments which are still outstanding and may convert into Scimitar securities.

7.2 Scimitar's Indemnity

Scimitar agrees with Jackson Minerals (on Jackson Minerals' own behalf and separately as trustee or nominee for each of Jackson Minerals' directors) to indemnify and keep indemnified Jackson Minerals and its directors from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising which any of Jackson Minerals and its directors may suffer or incur by reason of:

- (a) any breach of any of the representations and warranties in clause 7.1; or
- (b) any of the Scimitar Information contained in the Scheme Booklet, as at the date the Scheme Booklet is dispatched to Scheme Participants, containing any statement which is misleading or deceptive whether in content or by omission.

7.3 Jackson Minerals' Representations

Jackson Minerals warrants to Scimitar and its directors (on Scimitar's own behalf and separately as trustee or nominee for each of Scimitar's directors) that:

- (a) the Jackson Minerals Information will, as at the date of dispatch of the Scheme Booklet to Scheme Participants not contain any material statement which is misleading or deceptive nor contain any material omission;
- (b) the Jackson Minerals Information was and will be provided in good faith and on the understanding that Scimitar and its directors will rely on that information for the purposes of considering and approving the Scheme Booklet before it is dispatched;

- (c) Jackson Minerals will, as a continuing obligation, provide to Scimitar all such further or new information which may arise after the Scheme Booklet has been dispatched until the date of the Court Convened Meeting which may be necessary to ensure that there would be no breach of paragraph (a) if it applied as at the date upon which that information arose;
- (d) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending or to its knowledge, threatened which, if adversely decided could have for Jackson Minerals, a Jackson Minerals Material Adverse Change and for Jackson Minerals, a Jackson Minerals Material Adverse Change;
- (e) the execution and delivery of this Agreement has been properly authorised by all necessary corporate action of Jackson Minerals;
- (f) Jackson Minerals has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed by its obligations under this Agreement;
- (g) this Agreement does not conflict with or result in the breach of or default under any provision of Jackson Minerals' constitution or any material term or provision of any agreement or deed or any writ, order or injunction, judgement, law, rule or regulation to which it is a party or subject or by which it is bound; and
- (h) its issued securities and proposed issued securities as of the Execution Date are:
 - (i) 99,490,697 Jackson Minerals Shares;
 - (ii) 4,500,000 Jackson Minerals Options with an exercise price of 15 cents expiring on 31 May 2009;
 - (iii) 350,000 Jackson Minerals Options with an exercise price of 23 cents expiring on 18 October 2009;
 - (iv) 800,000 Jackson Minerals Options with an exercise price of 40 cents expiring on 27 November 2009;
 - (v) 5,500,000 Jackson Mineral Options with an exercise price of 20 cents expiring on 31 December 2009;
 - (vi) 3,000,000 Jackson Mineral Options with an exercise price of 30 cents expiring on 31 December 2009;
 - (vii) 800,000 Jackson Mineral Options with an exercise price of 50 cents expiring on 27 November 2010;
 - (viii) 2,450,000 Jackson Mineral Options with an exercise price of 20 cents expiring on 30 June 2010;
 - (ix) 3,400,000 Jackson Mineral Options with an exercise price of 35 cents expiring on 30 June 2010;
 - (x) 650,000 Jackson Mineral Options with an exercise price of 20 cents expiring on 31 May 2011;
 - (xi) 250,000 Jackson Mineral Options with an exercise price of 22 cents expiring on 31 May 2011;
 - (xii) the Existing Jackson Minerals Convertible Note;
 - (xiii) the proposed issue of 1,500,000 Jackson Minerals Shares pursuant to the agreement between Jackson Minerals and Yamarna to enable Jackson Minerals to acquire the final 10% equity in the Claypan Dam gold resource area; and
 - (xiv) the proposed issue of Jackson Minerals Shares or payment of \$25,000 pursuant to a native title agreement between Jackson Minerals and the Widji Native Title Group,

and it has not issued any other securities or instruments which are still outstanding and may convert into Scimitar securities.

7.4 Jackson Minerals' Indemnity

Jackson Minerals agrees with Scimitar (on Scimitar's own behalf and separately as trustee or nominee for each of Scimitar's directors) to indemnify and keep indemnified Scimitar and its directors from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising which Scimitar or any of its directors may suffer or incur by reason of:

- (a) any breach of any of the representations and warranties in clause 7.3; or
- (b) any of the Jackson Minerals Information contained in the Scheme Booklet, as at the date the Scheme Booklet is dispatched to Scheme Participants, containing any statement which is misleading or deceptive whether in content or by omission.

7.5 Survival of Representations

The representations and warranties in clauses 7.1 and 7.3:

- (a) are severable;
- (b) shall survive the termination of this Agreement; and
- (c) are given with the intent that liability shall not be confined to breaches discovered prior to the date of this Agreement.

7.6 Survival of Indemnities

Each indemnity in this Agreement (including those in clauses 7.2 and 7.4) shall:

- (a) be severable;
- (b) be a continuing obligation;
- (c) constitute a separate and independent obligation of the party giving the indemnity from any other obligations of such party under this Agreement; and
- (d) shall survive the termination of this Agreement.

8. EXCLUSIVITY

8.1 Non Solicitation

Prior to the End Date, neither Jackson Minerals nor Scimitar or their respective Associates may:

- (a) directly or indirectly solicit or initiate any negotiations or discussions or communicate any intention to do any of these things with any person other than with each other with respect to a Jackson Minerals Takeover Proposal or a Scimitar Takeover Proposal (as the case may be); or
- (b) provide information to facilitate consideration by any person, other than each other, whether to submit a Jackson Minerals Takeover Proposal or a Scimitar Takeover Proposal (as the case may be).

8.2 No Talk

Subject to clause 8.4, prior to the End Date, each party must ensure that neither it nor their respective Associates negotiates or enters into, continues or participates in negotiations or discussions with any other person regarding a Takeover Proposal even if:

- (a) the Takeover Proposal was not directly or indirectly solicited, initiated or encouraged by that party; or
- (b) the other person has publicly announced the Takeover Proposal.

8.3 Notice of Takeover Proposal

Each of Jackson Minerals and Scimitar must give the other party notice immediately upon:

- (a) becoming aware of any proposal that may reasonably be expected to lead to any Jackson Minerals Takeover Proposal or Scimitar Takeover Proposal (as the case may be);
- (b) the Jackson Minerals Board or the Scimitar Board (as applicable) determining in accordance with clause 8.4 that it must do or not do anything in relation to a Takeover Proposal to comply with any fiduciary or statutory duty of the members of its board;
- (c) the Jackson Minerals Board or the Scimitar Board (as applicable) determining in accordance with clause 8.4 that the Takeover Proposal is a Superior Transaction Proposal.

8.4 Superior Transaction Proposal and Fiduciary Duties

Nothing in this clause 8 prevents Jackson Minerals, the Jackson Minerals Board or any Associates of Jackson Minerals, Scimitar, the Scimitar Board or any Associates of Scimitar (as applicable), from doing or not doing anything with respect to a bona fide Takeover Proposal provided that:

- (a) the bona fide Takeover Proposal has not arisen as a consequence of a breach of clause 8.1;
 - (b) the Jackson Minerals Board or Scimitar Board (as applicable) has determined (in good faith and acting reasonably), after consulting with its external legal counsel (whose advice is subsequently confirmed in writing), that to do so, or not to do so, as the case may be, would constitute or would be likely to constitute a breach of any fiduciary or statutory duty of the members of the Jackson Minerals Board or Scimitar Board (as applicable); and
 - (c) the Jackson Minerals Board or the Scimitar Board (as applicable) has determined (in good faith and acting reasonably) after being advised in writing by an independent financial adviser that the bona fide Takeover Proposal is a Superior Transaction Proposal and detailed reasons for such opinion.
-

9. DUE DILIGENCE

9.1 Due diligence on Scimitar

The due diligence referred to in clause 3.1(i):

- (a) will comprise reasonable and customary enquiries, including management interviews and the review of management papers and documents, as may reasonably be expected to be undertaken by a prudent acquirer of operations and companies of the type conducted by Scimitar; and
- (b) may be undertaken during the period commencing on the date of this Agreement and ending on the First Court Date.

9.2 Scimitar to Make Information Available

Scimitar will, during the period of due diligence and in respect of any further enquiries made, make available promptly to Jackson Minerals all information reasonably requested by Jackson Minerals in order that Jackson Minerals can conduct the due diligence and those further enquiries and will provide access to Jackson Minerals and its advisers who reasonably require access to that information for the purposes of the due diligence and those further enquiries and the implementation of the Scheme.

9.3 Interviews with Scimitar directors

Scimitar will permit Jackson Minerals to interview any director, executive officer or external auditor or adviser of Scimitar during the due diligence and any further enquiries made.

9.4 Due Diligence on Jackson Minerals

The due diligence referred to in clause 3.1(e):

- (a) will comprise reasonable and customary due diligence enquiries, including review of board minutes, papers and other documents, ASX and ASIC correspondence files, litigation and title searches as may reasonably be expected to be undertaken by a prudent acquirer of operations and companies of the type conducted by Jackson Minerals; and
 - (b) may be undertaken during the period commencing on the date of this Agreement and ending on the First Court Date.
-

9.5 Jackson Minerals to Make Information Available

Jackson Minerals will, during the period of due diligence and in respect of any further enquiries made, make available promptly to Scimitar, all information reasonably requested by Scimitar in order that Scimitar can conduct the due diligence and those further enquiries and will provide access to Scimitar and its advisers who reasonably require access to that information for the purposes of the due diligence and those further enquiries and the implementation of the Scheme.

9.6 Interviews with Jackson Minerals Directors

Jackson Minerals will permit Scimitar to interview any director, executive officer, or external auditor or adviser of Jackson Minerals during the due diligence and any further enquiries made.

10. DIRECTORS' DUTIES

Clause 9 does not impose obligations on either party to the extent that compliance with that clause would involve a breach of fiduciary duties by directors of that party or be otherwise unlawful, provided that the party must give prior written notice to the other party before taking any action in respect of which it relies on this clause and must, to the extent permitted by law and as expeditiously as practicable, provide full particulars to the other party, and consult with the other party in good faith, with respect to the relevant action.

11. CONFIDENTIALITY

11.1 Disclosure of Confidential Information

No Confidential Information may be disclosed by the Receiving Party to any person except:

- (a) to Representatives of the Receiving Party or its Associates requiring the information for the purposes of this Agreement;
- (b) with the consent of the Disclosing Party;
- (c) if the Receiving Party (or any of its Associates) is required to do so by law, a stock exchange or any regulatory authority, whether or not the requirement arises independently or as a result of any action taken by the Receiving Party (or any of its Associates) before or after the date of this Agreement; or
- (d) if the Receiving Party is required to do so in connection with legal proceedings relating to this Agreement.

11.2 Disclosure by Receiving Party of Confidential Information

If the Receiving Party discloses information under clause 11.1(a) or 11.1(b) it must use all reasonable endeavours to ensure that persons receiving the relevant Confidential Information from it do not disclose the information except in the circumstances permitted in clause 11.1.

11.3 Use of Confidential Information

The Receiving Party must not use any Confidential Information except for the purpose of performing its obligations, or enforcing its rights, under this Agreement.

11.4 Excluded Information

Clauses 11.1, 11.2, 11.3 and 11.5 do not apply to information which the Recipient is able to show:

- (a) is in or is acquired from the public domain or, without fault on the part of the Recipient, becomes within the public domain;
- (b) was known to it prior to the date of this Agreement;
- (c) was acquired by it from a person whom the Recipient reasonably believed was under no obligation of confidentiality relating thereto; or
- (d) was developed and applied by the Recipient either using only its own knowledge and resources, or using the knowledge and resources of any person other than the Disclosing Party or a related body corporate of the Disclosing Party.

11.5 Delivery of Materials

- (a) Subject to clause 11.5(b), the Receiving Party must, on the request of the Disclosing Party after the termination of this Agreement, immediately deliver to the Disclosing Party all documents or other materials containing or referring to Confidential Information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 11.1(a) or 11.1(b).
- (b) The Receiving Party and any persons who have received Confidential Information from it under clause 11.1(a) or 11.1(b) are entitled to retain such copies of any Confidential Information to the extent that they are required in accordance with the Listing Rules or any applicable laws or regulations binding on them, or would be required to in accordance with good corporate governance.

11.6 Insider trading

The parties acknowledge that section 1043A of the Corporations Act imposes prohibitions on "insider trading" and agree to observe and comply with those prohibitions.

11.7 Survival of termination

This clause 11 will survive termination of this Agreement.

12. RELEASE

Subject to section 199A of the Corporations Act, no party, and no officer or director of a party, shall be liable for anything done or purported to be done in connection with the Scheme in good faith, but nothing in this clause shall exclude any liability which may arise from a grossly negligent act or omission on the part of such a person. Each party receives and holds the benefit of this release, to the extent that it relates to its officers or directors, as agent for them.

13. BUSINESS DAY

Except where otherwise expressly provided, where under this Agreement the day on which any act, matter or thing that is required to be done is not a Business Day, that act, matter or thing shall be done on the immediately succeeding Business Day.

14. WAIVER, REMEDIES CUMULATIVE

14.1 Waiver

The waiver by either party of a breach or default by the other party of this Agreement or a failure to satisfy a condition shall not be construed as a waiver of any other breach or default or non-fulfilment of this Agreement or of any other provisions of this Agreement and shall not impair the exercise of any rights accruing to it under this Agreement thereafter. All waivers must be in writing. Any delay or omission on the part of either party to exercise or avail itself of any rights accruing to it under this Agreement shall not operate as a waiver by such party of any breach or default by the other party of any of the said provisions.

14.2 Remedies Cumulative

All rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

15. NOTICES

15.1 Requirements for Notice

Each notice authorised or required to be given to a party shall be in writing and may be delivered personally or sent by properly addressed and prepaid mail or facsimile in each case addressed to the party at its address set out in clause 15.2, or as the case may be to such other address as it may from time to time notify to the other parties pursuant to clause 15.3.

15.2 Address of Parties

The initial address of the parties shall be as follows:

In the case of Jackson Minerals:

35 Richardson Street
WEST PERTH WA 6005
Facsimile: INT + 61 8 9211 5700
Attention: Brett Smith

In the case of Scimitar:

35 Richardson Street
WEST PERTH WA 6005
Facsimile: INT + 61 8 9321 6878
Attention: Terry Topping

15.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 15.1 to the other parties.

15.4 Receipt of Notice

Any notice given pursuant to clause 15.1 will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery if delivered prior to 5.00pm WST on a Business Day or on the next following Business Day if delivered after 5.00pm WST on a Business Day or on a day other than a Business Day;
- (b) if sent by mail, on the second clear Business Day after the day of posting; or
- (c) if sent by facsimile, on the day the facsimile was sent by clear transmission.

16. NO MERGER

The rights and obligations of the parties will not merge on completion of any transaction under this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

17. PUBLIC ANNOUNCEMENT**17.1 Public Announcement and Submissions**

Subject to clause 17.2, no public announcement in connection with any Transaction Document or the Scheme and no submission for the approval of any Regulatory Authority pursuant to this Agreement shall be made other than in a form approved by both parties, but each party will use all reasonable endeavours to provide such approval as soon as practicable.

17.2 Required Disclosure

Where a party is required by law to make any announcement or make any disclosure, it may do so only after it has given at least 1 day or such lesser period as may be required or permitted by the effect of a legal obligation, but, in any event, prior notice to the other party and has consulted to the fullest extent possible with the other party and its legal advisers.

18. 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.

19. GOVERNING LAW

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.

20. 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.

21. COSTS**21.1 Stamp Duty**

All stamp duty assessed on or in respect of this Agreement shall be paid by Scimitar.

21.2 Legal Costs

Each party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

22. MISCELLANEOUS**22.1 Severance**

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

22.2 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.

22.3 Assignment

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

22.4 Counterparts

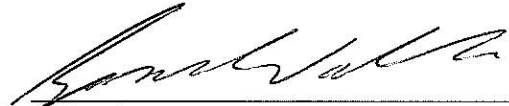
This Agreement may be executed in any number of counterparts (including by way of facsimile and electronic transmission) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

22.5 Time


Time shall be of the essence in this Agreement in all respects.

EXECUTED by the parties as an Agreement.

EXECUTED BY)
JACKSON MINERALS LIMITED)
ABN 44 099 574 991)
in accordance with the Corporations Act:)
)



Director




Director/Secretary

EXECUTED BY)
SCIMITAR RESOURCES LIMITED)
ABN 22 102 912 783)
in accordance with the Corporations Act:)
)



Director



Director/Secretary

ANNEXURE 1 - DEED POLL

THIS DEED POLL is made the 7 day of April 2008

PARTIES

SCIMITAR RESOURCES LIMITED (ABN 22 102 912 783) of 35 Richardson Street, West Perth, Western Australia (**Scimitar**),

in favour of:

Each Scheme Participant as defined in the Implementation Agreement

RECITALS

- A.** Scimitar and Jackson Minerals have entered into a merger implementation agreement for the implementation of the Scheme on [insert date] (**Implementation Agreement**).
- B.** Pursuant to the Implementation Agreement, Jackson Minerals has agreed to propose a restructure of Jackson Minerals by way of the Scheme under Part 5.1 of the Corporations Act, the effect of which will be to make Jackson Minerals a wholly owned subsidiary of Scimitar.
- C.** Scimitar has agreed to do all things which may be necessary or expedient on its part to implement the Scheme including, without limitation, but subject to the satisfaction of the conditions precedent referred to in clause 3.1 of the Implementation Agreement.
- D.** Scimitar is entering into this Deed Poll for the purpose of covenanting in favour of the Scheme Participants to perform its obligations under the Implementation Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS
1.1 Definitions

Terms defined in the Implementation Agreement have the same meaning when used in this Deed Poll.

1.2 Interpretation

In this Deed Poll, unless the context otherwise requires:

- (a) references to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Deed Poll;
- (b) a reference to this Deed Poll or another instrument includes any variation or replacement of any of them;
- (c) a reference to any statute shall include any amendment, replacement or re-enactment of such statute for the time being in force and any by-laws, statutory instruments, rules, regulations, notices, orders, directions, consents or permissions made under such statute and any conditions attaching to them;
- (d) the singular includes the plural and vice versa;
- (e) a reference to any gender includes all genders;
- (f) a reference to a person includes a reference to the person's executors, administrators, substitutes, successors and permitted assigns;
- (g) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) a reference to currency is to the currency of Australia;
- (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (k) the words "including", "such as", "particularly" and similar expressions do not imply limitation.
- (l) headings are for convenience of reference only and do not affect interpretation.
- (m) no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Deed Poll or any part of this Deed Poll.
- (n) if the day on which any act, matter or thing is to be done under or pursuant to this Deed Poll is not a Business Day, that act, matter or thing may be done on the next Business Day.

2. NATURE OF DEED POLL

Scimitar acknowledges that this Deed Poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not party to it.

3. CONDITIONS PRECEDENT

3.1 Conditional obligations

Scimitar's obligations under clause 5 are subject to satisfaction of each condition precedent in clause 3.1 of the Implementation Agreement.

3.2 Deadline for satisfaction

If the conditions precedent in clause 3.1 of the Implementation Agreement are not satisfied on or before the End Date, or the Effective Date has not occurred by the End Date, the obligations of Scimitar under this Deed Poll do not commence and this Deed Poll will automatically terminate unless Scimitar and Jackson Minerals otherwise agree.

3.3 Release upon termination

If this Deed Poll is terminated under this clause 3 then, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) Scimitar is released from its obligations to further perform this Deed except those obligations contained in clause 8 and any other obligations which by their nature survive termination; and
- (b) Scheme Participants retain the rights they have against Scimitar in respect of any breach which occurred before this Deed Poll is terminated.

4. SCHEME OBLIGATIONS

Scimitar will comply with its obligations under the Implementation Agreement and do all things necessary or expedient on its part to implement the Scheme.

5. PAYMENT OF SCHEME CONSIDERATION

Without limiting the generality of clause 4, but subject to clause 3, in consideration of the transfer of all of the Jackson Minerals Shares on issue as at the Record Date held by the Jackson Minerals Shareholders to Scimitar, Scimitar will provide the Scheme Consideration to the Scheme Participants in accordance with clause 4.2 of the Implementation Agreement.

6. WARRANTIES

Scimitar represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it has the corporate power to enter into and perform its obligations under this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (c) it has taken all necessary corporate action to authorise its entry into this Deed Poll and has taken or will take all necessary corporate action to authorise the performance of this Deed Poll and to carry out the transactions contemplated by this Deed Poll; and
- (d) this Deed Poll is valid and binding upon it.

7. CONTINUING OBLIGATIONS

This Deed Poll is irrevocable and, subject to clause 3, remains in full force and effect until Scimitar has completely performed its obligations under this Deed Poll or the earlier termination of this Deed Poll under clause 3.

8. STAMP DUTY

Scimitar must pay all stamp duty imposed on this Deed Poll and on any instrument or other document executed to give effect to this Deed Poll.

9. GENERAL

9.1 Cumulative rights

The rights, powers and remedies of Scimitar and the Scheme Participants under this Deed Poll are cumulative with the rights, powers or remedies provided by law independently of this Deed Poll.

9.2 Further acts and documents

Scimitar must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to Jackson Minerals) required by law or reasonably requested by Jackson Minerals to give effect to this Deed Poll.

9.3 Waiver and variation

- (a) A provision or a right under this Deed Poll may not be waived except in writing signed by the person granting the waiver.
- (b) A provision of this Deed Poll may not be varied unless the variation is agreed to by Jackson Minerals in which event Scimitar will enter into a further Deed Poll in favour of the Scheme Participants giving effect to such amendment.

10. GOVERNING LAW AND JURISDICTION

This Deed Poll is governed by the laws of Western Australia. Scimitar irrevocably submits to the non-exclusive jurisdiction of the Courts of Western Australia.

11. ASSIGNMENT


The rights and obligations of a person under this Deed Poll are personal. They cannot be assigned, charged or otherwise dealt with, and no person shall attempt or purport to do so.

Executed as a deed poll

EXECUTED BY)
SCIMITAR RESOURCES LIMITED)
ABN 22 102 912 783)
in accordance with the Corporations Act:)



Director



Director/Secretary

APPENDIX 2 – SCHEME OF ARRANGEMENT

PURSUANT TO SECTION 411 OF THE CORPORATIONS ACT

BETWEEN

JACKSON MINERALS LIMITED (ABN 44 099 574 991) of 35 Richardson Street, West Perth, Western Australia (**Jackson Minerals**);

AND

EACH PERSON REGISTERED AS A HOLDER OF JACKSON MINERALS SHARES AT THE RECORD DATE to effect a merger with:

SCIMITAR RESOURCES LIMITED (ABN 22 102 912 783) of 35 Richardson Street, West Perth, Western Australia (**Scimitar Resources**).

1. PRELIMINARY

1.1 Definitions

In this Scheme, unless the contrary intention appears or the context requires otherwise:

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Listing Rules means the official listing rules of ASX.

Business Day means a business day as defined in the ASX Listing Rules.

CHESS means the Clearing House Electronic Subregister System.

Close of Register means 5.00pm (WST) on the Record Date.

Corporations Act means the Corporations Act 2001 (Cth).

Court means the Federal Court of Australia.

Deed Poll means the deed poll to be executed by Scimitar Resources prior to the date the Explanatory Statement is despatched, in favour of the Scheme Participants.

Effective Date means the date on which the Court order approving the Scheme becomes effective in accordance with Section 411(10) of the Corporations Act.

Explanatory Statement means the explanatory statement relating to the Scheme (to which this document forms Appendix 2) to be sent to Scheme Participants in accordance with Section 412(1)(a) of the Corporations Act.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity in any jurisdiction.

Independent Expert means Stantons International Securities.

Implementation Agreement means the agreement dated 19 December 2008 between Jackson Minerals and Scimitar Resources, a copy of which is included in Appendix 1 to the Explanatory Statement.

Implementation Date means the fifth Business Day following the Record Date or such other date as agreed by the Parties in writing (such agreement occurring prior to the Effective Date).

Jackson Minerals Optionholder means the holder of a Jackson Minerals Option.

Jackson Minerals Share means a fully paid ordinary share in the capital of Jackson Minerals.

Jackson Minerals Shareholder means the holder of a Jackson Minerals Share.

Merger means the merger of Jackson Minerals and Scimitar Resources through the implementation of the Scheme.

Nominee means a nominee for the Overseas Holders to be appointed by Scimitar Resources pursuant to the Implementation Agreement.

Overseas Holder has the meaning given in clause 8(a) of this Scheme and

Overseas Holders has a corresponding meaning.

Parties means Jackson Minerals and Scimitar Resources.

Record Date means 5.00pm (WST) on the fifth Business Day following the Effective Date, or such other Business Day after the Effective Date as the Parties agree before the Effective Date.

Register means the share register of Jackson Minerals maintained in accordance with the Corporations Act.

Scheme means the proposed scheme of arrangement set out in this document in respect of the Jackson Minerals Shares, a copy of which is set out in Appendix 2 to the Explanatory Statement, subject to any alterations or conditions made or required by the Court pursuant to Section 411(6) of the Corporations Act.

Scheme Consideration means one (1) Scimitar Resources New Share for every seven point five (7.5) Jackson Minerals Shares transferred to Scimitar Resources by a Jackson Minerals Shareholder.

Scheme Meeting means the meeting of Jackson Minerals Shareholders ordered by the Court to be convened pursuant to Section 411(1) of the Corporations Act.

Scheme Participant means the holder of a Jackson Minerals Share registered in the Register at the Close of Register.

Scimitar Resources New Share means the new Scimitar Resources Shares to be issued to Jackson Minerals Shareholders as Scheme Consideration.

Scimitar Resources Proposal means the proposal by Scimitar Resources pursuant to which Scimitar Resources has agreed to acquire all of the Jackson Minerals Shares pursuant to the Scheme.

Scimitar Resources Share means a fully paid ordinary share in the capital of Scimitar Resources.

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

Share Registry means Advanced Share Registry Services.

take effect means on and from the time when an office copy of the Court Order approving the Scheme, pursuant to Section 411(10) of the Corporations Act, is lodged with the ASIC.

WST means western standard time, or western daylight saving time (as applicable).

1.2 Interpretation

In this Scheme, unless the contrary intention appears or the context requires otherwise:

- (a) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (b) defined words in Section 1.1 have the same meaning as in the Implementation Agreement;
- (c) the singular includes the plural and vice versa;
- (d) each gender includes each other gender;
- (e) references to persons includes references to corporations, partnerships, joint ventures, associations, bodies corporate or unincorporated and any government agency;
- (f) references to paragraphs or clauses are to a paragraph or clause of the Scheme; and
- (g) references to laws, regulations or agreements are to such laws, regulations or agreements in effect at the date the Scheme is approved by the Court.

1.3 Headings

The headings and subheadings of this Scheme do not affect the interpretation of the Scheme.

2. Background

- 2.1 Jackson Minerals is a public company limited by shares incorporated in the State of Western Australia.
- 2.2 Jackson Minerals has been admitted to the official list of ASX and the Jackson Minerals Shares have been granted official quotation on ASX.
- 2.3 As at the date of this Scheme, the following securities were on issue in the capital of Jackson Minerals (as at the Close of Register, the issued share capital of Jackson Minerals may be different to that set out below):

Jackson Minerals Securities
99,590,697 Shares
21,300,000 Options

- 2.4 Scimitar Resources is a public company limited by shares incorporated in the State of Western Australia.
- 2.5 Scimitar Resources has been admitted to the official lists of ASX and the Scimitar Resources Shares have been granted official quotation on ASX.
- 2.6 Jackson Minerals and Scimitar Resources have entered into the Implementation Agreement to enable the Scheme to proceed.
- 2.7 If the Scheme becomes effective, then Jackson Minerals, as attorney and agent for each Scheme Participant, will accept the Scimitar Resources Proposal and transfer all of the Jackson Minerals Shares to Scimitar Resources and, in consideration for the transfer, Scimitar Resources will issue each Scheme Participant the relevant Scheme Consideration.
- 2.8 Scimitar Resources has entered into the Deed Poll pursuant to which it has, among other things, offered to acquire the Jackson Minerals Shares on issue at the Record Date in accordance with the provisions of the Scheme and has covenanted to carry out the obligations contemplated of it under the Scheme.

3. THE SCHEME

3.1 Conditions Precedent to the Scheme

The Scheme is subject to and conditional upon the following conditions precedent set out in clause 3.1 of the Implementation Agreement:

- (a) **(Regulatory consents)**: Prior to 5.00pm WST on the day before the Second Court Date, all Regulatory Approvals required by any Regulatory Authority or judicial entity or authority to implement the Acquisition are obtained;
- (b) **(No prohibitive action)**: No Regulatory Authority or judicial entity or authority taking any action or making any order or decree which action, order or decree restrains or prohibits the Acquisition or any transaction contemplated by the Acquisition;
- (c) **(Jackson Minerals Prescribed Occurrence)**: Between the date of the Implementation Agreement and 5.00pm WST on the day before the Second Court Date, no Jackson Minerals Prescribed Occurrence occurs;
- (d) **(Jackson Minerals Material Adverse Change)**: Between the date of the Implementation Agreement and 5.00pm WST on the day before the Second Court Date, no Jackson Minerals Material Adverse Change occurs;

- (e) **(Scimitar due diligence)**: Scimitar conducting and being satisfied in its sole and absolute discretion with the due diligence investigations into Jackson Minerals undertaken in accordance with clause 9.4 of the Implementation Agreement;
- (f) **(Scimitar Takeover Proposal)**: No Scimitar Takeover Proposal is made or announced as a result of which the Expert is no longer able to conclude that the Scheme is in the best interests of the Scheme Participants;
- (g) **(Scimitar Prescribed Occurrence)**: Between the date of the Implementation Agreement and 5.00pm WST on the day before the Second Court Date, no Scimitar Prescribed Occurrence occurs;
- (h) **(Scimitar Material Adverse Change)** – Between the date of the Implementation Agreement and 5.00pm WST on the day before the Second Court Date, no Scimitar Material Adverse Change occurs and no Scimitar Material Adverse Matter becomes known to Jackson Minerals;
- (i) **(Jackson Minerals due diligence)**: Jackson Minerals conducting and being satisfied in its sole and absolute discretion with the due diligence investigations into Scimitar undertaken in accordance with clause 9.1 of the Implementation Agreement;
- (j) **(Jackson Minerals Takeover Proposal)**: No Jackson Minerals Takeover Proposal is made or announced;
- (k) **(Independent Expert's Report)**: An Independent Expert's Report is obtained by Jackson Minerals which concludes that the Scheme is in the best interests of the Scheme Participants;
- (l) **(Jackson Minerals Board recommendation)**: Between the date of the Implementation Agreement and the date on which the Jackson Minerals Shareholder Approval is obtained, the Jackson Minerals Board does not change or withdraw its recommendation to vote in favour of the Scheme and all resolutions (if any) incidental to the Scheme;
- (m) **(Official quotation of the shares)**: The Scimitar New Shares to be issued as consideration to Scheme Participants pursuant to the terms of the Scheme are approved for official quotation by ASX (conditional only on the issue of those shares and on Scimitar providing ASX with a completed Appendix 3B as required by the Listing Rules) prior to 5.00pm WST on the day before the Second Court Date;
- (n) **(Jackson Minerals Shareholder Approval)**: The Jackson Minerals Shareholder Approval is obtained;
- (o) **(Court approval of Scheme)**: The making of an order by the Court on the Second Court Date approving the Scheme pursuant to sub-section 411(4)(b) of the Corporations Act;
- (p) **(Acceptance of Options Offers)**: all Jackson Minerals Optionholders accepting the Options Offers and Jackson Minerals obtaining from ASX a waiver of any requirement under ASX Listing Rule 6.23.2 to obtain the approval of the Jackson Minerals Shareholders to the cancellation of any Jackson Minerals Options (if required);
- (q) **(Third party approvals)**: Subject to clause 3.1(a) of the Implementation Agreement, obtaining any third party approvals under joint venture documentation or other significant contracts to which Scimitar and Jackson Minerals agree are necessary or desirable to implement the Scheme or any transaction contemplated by the Scheme or the Implementation Agreement;
- (r) **(Convertible Notes)**: The Existing Jackson Minerals Convertible Note is satisfied in full and the Jackson Minerals Convertible Note and Scimitar Convertible Note are executed on terms acceptable to both Jackson and Scimitar; and
- (s) **(Determination of Scheme Consideration)**: The appointment of an independent valuer to determine the value of Jackson Minerals as contemplated in clause 4.2 of the Implementation Agreement and both parties agreeing on Scheme Consideration to be provided to Scheme Participants in accordance with clause 4.2(b) of the Implementation Agreement.

3.2 Transfer of Jackson Minerals Shares

Subject to the satisfaction or waiver of the conditions precedent set out in clause 3.1 on the Implementation Date:

- (a) the Jackson Minerals Shares will be transferred by Jackson Minerals (on behalf of the Scheme Participants) to Scimitar Resources; and
- (b) Jackson Minerals will either:
 - (i) effect a valid transfer or transfers of the Jackson Minerals Shares to Scimitar Resources under Section 1074D of the Corporations Act; or
 - (ii) deliver to Scimitar Resources duly completed and executed share transfer forms in respect of the Jackson Minerals Shares in accordance with Section 1071B of the Corporations Act and Scimitar Resources will execute and deliver those share transfers forms to Jackson Minerals; and
- (c) Jackson Minerals must enter the name of Scimitar Resources in the Register as the holder of all the Jackson Minerals Shares.

3.2 Consideration

In consideration of the transfer of the Jackson Minerals Shares to Scimitar Resources and subject to the terms of the Scheme, Scimitar Resources will, on the Implementation Date, provide or procure the provision of the relevant Scheme Consideration:

- (a) if the Scheme Participant is an Overseas Holder, to the Nominee for each Jackson Minerals Share registered in the name of that Scheme Participant in accordance with the provisions of this Scheme; and

- (b) otherwise, to the Scheme Participants for each Jackson Minerals Share registered in the name of that Scheme Participant in accordance with the provisions of this Scheme.

3.4 Rounding of entitlements

Where the calculation of the number of Scimitar Resources New Shares to be issued to an Scheme Participant pursuant to clause 3.3 would result in the issue of a fraction of a Scimitar Resources New Share, the number of Scimitar Resources New Shares to be issued shall be rounded up or down to the nearest whole number (and will be rounded up if the fractional entitlement is one half).

3.5 Exercise of rights

Notwithstanding any rule of law or equity to the contrary, Scheme Participants will be entitled to exercise all voting and other rights attached to their Jackson Minerals Shares pending their transfer to Scimitar Resources pursuant to clause 3.2.

3.6 Agree to become member

Each Scheme Participant, other than an Overseas Holder whose Scheme Consideration is issued to the Nominee, agrees:

- (a) to become a member of Scimitar Resources;
- (b) to have their name entered in the Scimitar Resources register of members and accept the Scimitar Resources New Shares issued by way of satisfaction of the Scheme Consideration; and
- (c) to be bound by Scimitar Resources' constitution.

3.7 Power of attorney

Scheme Participants will be deemed to have authorised Jackson Minerals to do and execute all acts, matters, things and documents on the part of each Scheme Participant necessary to implement the Scheme, including (without limitation) executing, as agent and attorney of each Scheme Participant, a transfer of their Jackson Minerals Shares in favour of Scimitar Resources.

4. DEALINGS

For the purpose of determining the identity of Scheme Participants and their respective entitlements to receive Scimitar Resources New Shares, dealings in Jackson Minerals Shares will be recognised by Jackson Minerals provided that:

- (a) in the case of dealings to be effected on CHESS, the transferee is registered as the holder of the Jackson Minerals Shares on or before the Close of Register; and
- (b) in all other cases, if registrable transfers or transmission applications in respect of those dealings are received at the Share Registry during business hours on or before the Close of Register.

5. NOTICE TO SCHEME PARTICIPANTS

5.1 Notice of Court approval

If the Court makes orders approving the Scheme, then Jackson Minerals will send to each Scheme Participant notice of that fact not later than 5 Business Days after the Close of Register. The notice will be sent in the manner provided in, and to the address determined in accordance with clause 9.3.

5.2 Notice if Court approval is not obtained

If the Court declines to make orders approving the Scheme, then Jackson Minerals will send to each holder of Jackson Minerals Shares notice of the fact within 5 Business Days after the date of such refusal. The notice will be sent in the manner provided in, and to the address determined in accordance with clause 9.3.

6. SCHEME OBLIGATIONS

6.1 Quotation

Application will be made for quotation of the Scimitar Resources New Shares to be issued pursuant to the Scheme on ASX within 7 days of the Effective Date.

6.2 Registration

The Scheme Participants, other than Overseas Holders, will be registered as the holders of the number of Scimitar Resources New Shares to which they are entitled pursuant to clause 3.3 by 5.00pm (WST) within 10 Business Day after the Effective Date.

6.3 Holding Statements

Holding statements for Scimitar Resources New Shares will be issued and sent to Scheme Participants within 10 Business Days after the Effective Date.

6.4 Joint holders

In the case of joint holders of Jackson Minerals Shares, the holding statements for the Scimitar Resources New Shares will be sent to the joint holder whose name appears first in the Register.

7. WHEN SCHEME BECOMES BINDING

7.1 Effective Date

The Scheme will become binding on Jackson Minerals and each Scheme Participant only if the Court makes orders under Section 411(4)(b) of the Corporations Act approving the Scheme and those orders take effect under Section 411(10) of the Corporations Act.

7.2 Effect on dealings

Where the Scheme becomes binding as provided by clause 7.1, a holder of Jackson Minerals Shares (and any person claiming through the holder) may only assign, transfer or otherwise deal with those Jackson Minerals Shares on the basis that the rights so assigned, transferred or dealt with are limited in the manner described in clauses 4 and 7.1.

8. OVERSEAS HOLDERS

The right to receive Scheme Consideration pursuant to the Scheme and to be registered as the holder of Scimitar Resources New Shares is not available to a Scheme Participant if Jackson Minerals reasonably believes, in relation to that Scheme Participant, that the issue of Scheme Consideration may be prohibited (or prohibited except after compliance with conditions that Jackson Minerals regards as unduly onerous) by the law of the place where the Scheme Participant to whom they would otherwise be issued in accordance with clause 3.3(b) has their registered address (Overseas Holder).

Scimitar Resources will be under no obligation to procure the issue of Scheme Consideration to the Overseas Holder and instead will procure the issue of the Scheme Consideration to which that Overseas Holder is entitled to the Nominee who shall sell that Scheme Consideration as soon as reasonably practicable and account to the Overseas Holder for the net proceeds of sale, after deduction of any applicable brokerage, stamp duty and other taxes and charges, at the Overseas Holder's risk in full and final satisfaction of the Overseas Holder's rights under clause 3.3(a).

9. GENERAL

9.1 Modifications or additions

Jackson Minerals may, by its counsel or solicitors, and with the consent of Scimitar Resources, consent to any modification of or addition to the Scheme or to any condition which the Court may think fit to approve or impose.

9.2 Failure to give notice

The accidental omission to give notice of the Scheme Meeting to any Scheme Participant or the non-receipt of such a notice by any Scheme Participant will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings at the Scheme Meeting.

9.3 Interpretation

For the purpose of clauses 5.1, 6.3 and 6.4 and the expression "sent" means:

- (a) sending by ordinary pre-paid post to the address of a holder of Jackson Minerals Shares as appearing in the Register at the Close of Register; or
- (b) delivery to that address by any other means at no cost to the recipient.

9.4 Further assurances

Jackson Minerals must execute all deeds and other documents and do all acts and things as may be necessary or expedient on its part to implement the 9.5 Scheme in accordance with its terms.

9.5 Scheme Participant warranties

Each Scheme Participant is deemed to have warranted to Scimitar Resources that all their Jackson Minerals Shares (including any rights attaching to those Jackson Minerals Shares) which are transferred to Scimitar Resources under the Scheme will as at the date of their transfer, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that Scheme Participant has full power and capacity to sell and to transfer their Jackson Minerals Shares together with any rights attaching to those Jackson Minerals Shares.

9.6 Authority prior to registration

Pending registration in the Register by Jackson Minerals of Scimitar Resources as the holder of all the Jackson Minerals Shares:

- (a) Scimitar Resources shall be beneficially entitled to the Jackson Minerals Shares to be transferred to it under the Scheme; and
- (b) each Scheme Participant is deemed to have appointed Scimitar Resources as its sole proxy, and, where appropriate, its corporate representative, to attend shareholders meetings, exercise the votes attached to the Jackson Minerals Shares registered in such Scheme Participant's name and sign any shareholders resolution and no Scheme Participant may itself attend or vote at any such meetings or sign any resolutions, whether in person or otherwise by proxy or corporate representative.

9.7 Limitation of liability

Neither Jackson Minerals nor any of its officers will be liable for anything done or for anything omitted to be done in performance of the Scheme in good faith.

9.8 Binding

The Scheme overrides Jackson Minerals' constitution and binds Jackson Minerals and the Scheme Participants.

9.8 Governing law

The Scheme is governed by the laws of Western Australia.

DATED this 7 day of April 2009.

EXECUTED BY)
JACKSON MINERALS LIMITED)
ABN 44 099 574 991)
in accordance with the Corporations Act:)



Director



Director/Secretary

APPENDIX 3 - DEED POLL

THIS DEED POLL is made the 7 day of April 2009

PARTIES

SCIMITAR RESOURCES LIMITED (ABN 22 102 912 783) of 35 Richardson Street, West Perth, Western Australia (Scimitar),

in favour of:

Each Scheme Participant as defined in the Implementation Agreement

RECITALS

- A. Scimitar and Jackson Minerals have entered into a merger implementation agreement for the implementation of the Scheme on 19 December 2008 (Implementation Agreement).
- B. Pursuant to the Implementation Agreement, Jackson Minerals has agreed to propose a restructure of Jackson Minerals by way of the Scheme under Part 5.1 of the Corporations Act, the effect of which will be to make Jackson Minerals a wholly owned subsidiary of Scimitar.
- C. Scimitar has agreed to do all things which may be necessary or expedient on its part to implement the Scheme including, without limitation, but subject to the satisfaction of the conditions precedent referred to in clause 3.1 of the Implementation Agreement.
- D. Scimitar is entering into this Deed Poll for the purpose of covenanting in favour of the Scheme Participants to perform its obligations under the Implementation Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Terms defined in the Implementation Agreement have the same meaning when used in this Deed Poll.

1.2 Interpretation

In this Deed Poll, unless the context otherwise requires:

- (a) references to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Deed Poll;
- (b) a reference to this Deed Poll or another instrument includes any variation or replacement of any of them;
- (c) a reference to any statute shall include any amendment, replacement or re-enactment of such statute for the time being in force and any by-laws, statutory instruments, rules, regulations, notices, orders, directions, consents or permissions made under such statute and any conditions attaching to them;
- (d) the singular includes the plural and vice versa;
- (e) a reference to any gender includes all genders;
- (f) a reference to a person includes a reference to the person's executors, administrators, substitutes, successors and permitted assigns;
- (g) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) a reference to currency is to the currency of Australia;
- (j) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (k) the words "including", "such as", "particularly" and similar expressions do not imply limitation.
- (l) headings are for convenience of reference only and do not affect interpretation.
- (m) no rules of construction shall apply to the disadvantage of one party on the basis that that party put forward this Deed Poll or any part of this Deed Poll.
- (n) if the day on which any act, matter or thing is to be done under or pursuant to this Deed Poll is not a Business Day, that act, matter or thing may be done on the next Business Day.

2. NATURE OF DEED POLL

Scimitar acknowledges that this Deed Poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not party to it.

3. CONDITIONS PRECEDENT

3.1 Conditional obligations

Scimitar's obligations under clause 5 are subject to satisfaction of each condition precedent in clause 3.1 of the Implementation Agreement.

3.2 Deadline for satisfaction

If the conditions precedent in clause 3.1 of the Implementation Agreement are not satisfied on or before the End Date, or the Effective Date has not occurred by the End Date, the obligations of Scimitar under this Deed Poll do not commence and this Deed Poll will automatically terminate unless Scimitar and Jackson Minerals otherwise agree.

3.3 Release upon termination

If this Deed Poll is terminated under this clause 3 then, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) Scimitar is released from its obligations to further perform this Deed except those obligations contained in clause 8 and any other obligations which by their nature survive termination; and
- (b) Scheme Participants retain the rights they have against Scimitar in respect of any breach which occurred before this Deed Poll is terminated.

4. SCHEME OBLIGATIONS

Scimitar will comply with its obligations under the Implementation Agreement and do all things necessary or expedient on its part to implement the Scheme.

5. PAYMENT OF SCHEME CONSIDERATION

Without limiting the generality of clause 4, but subject to clause 3, in consideration of the transfer of all of the Jackson Minerals Shares on issue as at the Record Date held by the Jackson Minerals Shareholders to Scimitar, Scimitar will provide the Scheme Consideration to the Scheme Participants in accordance with clause 4.2 of the Implementation Agreement.

6. WARRANTIES

Scimitar represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of incorporation;
- (b) it has the corporate power to enter into and perform its obligations under this Deed Poll and to carry out the transactions contemplated by this Deed Poll;
- (c) it has taken all necessary corporate action to authorise its entry into this Deed Poll and has taken or will take all necessary corporate action to authorise the performance of this Deed Poll and to carry out the transactions contemplated by this Deed Poll; and
- (d) this Deed Poll is valid and binding upon it.

7. CONTINUING OBLIGATIONS

This Deed Poll is irrevocable and, subject to clause 3, remains in full force and effect until Scimitar has completely performed its obligations under this Deed Poll or the earlier termination of this Deed Poll under clause 3.

8. STAMP DUTY

Scimitar must pay all stamp duty imposed on this Deed Poll and on any instrument or other document executed to give effect to this Deed Poll.

9. GENERAL**9.1 Cumulative rights**

The rights, powers and remedies of Scimitar and the Scheme Participants under this Deed Poll are cumulative with the rights, powers or remedies provided by law independently of this Deed Poll.

9.2 Further acts and documents

Scimitar must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to Jackson Minerals) required by law or reasonably requested by Jackson Minerals to give effect to this Deed Poll.

9.3 Waiver and variation

- (a) A provision or a right under this Deed Poll may not be waived except in writing signed by the person granting the waiver.
- (b) A provision of this Deed Poll may not be varied unless the variation is agreed to by Jackson Minerals in which event Scimitar will enter into a further Deed Poll in favour of the Scheme Participants giving effect to such amendment.

10. GOVERNING LAW AND JURISDICTION

This Deed Poll is governed by the laws of Western Australia. Scimitar irrevocably submits to the non-exclusive jurisdiction of the Courts of Western Australia.

11. ASSIGNMENT

The rights and obligations of a person under this Deed Poll are personal. They cannot be assigned, charged or otherwise dealt with, and no person shall attempt or purport to do so.

Executed as a deed poll

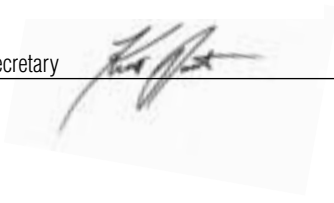
EXECUTED BY)

SCIMITAR RESOURCES LIMITED)

ABN 22 102 912 783)

in accordance with the Corporations Act:)

Director  _____

Director/Secretary  _____

APPENDIX 4 - SCHEME MEETING FOR HOLDERS OF JACKSON MINERALS SHARES

JACKSON MINERALS LIMITED

ABN 44 099 574 991

NOTICE OF COURT ORDERED SCHEME MEETING FOR HOLDERS OF JACKSON MINERALS SHARES

Notice is hereby given that by an order of the Federal Court of Australia (Court) made on 8 April 2009 pursuant to Section 411(1) of the Corporations Act, a meeting of holders of fully paid ordinary shares in the capital of Jackson Minerals Limited (Company) will be held at The Celtic Club, 48 Ord Street, West Perth, Western Australia on Monday 18 May 2009 at 10 am (WST).

AGENDA

BUSINESS

The purpose of this Scheme Meeting is to consider and, if thought fit, to agree to a scheme of arrangement (with or without modification) to be made between the Company and the holders of Jackson Minerals Shares.

A copy of the Scheme and a copy of the Explanatory Statement required by Section 412 of the Corporations Act in relation to the Scheme accompany and form part of this Scheme Booklet.

The Court has directed that Ms Claire Tolcon is to act as Chairman of the Meeting.

Words and expressions defined in the Scheme have the same meanings where used in this Notice.

SPECIAL BUSINESS

Resolution 1 – Approval of Scheme of Arrangement

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a resolution pursuant to Section 411(4) of the Corporations Act:

*“That, for the purpose of Section 411 of the Corporations Act and for all other purposes, the Scheme of Arrangement proposed to be entered into between the Company and the Scheme Participants and more particularly described in the Scheme of Arrangement (**Scheme**) which is contained as Appendix 2 to the Explanatory Statement contained in the Scheme Booklet of which this Notice forms part, are agreed to (with or without modification as approved by the Federal Court of Australia).”*

Short Explanation: For a proposed scheme of arrangement to be binding in accordance with Section 411 of the Corporations Act, the resolution must be approved by:

- (a) a majority in number of the holders of Jackson Minerals Shares present and voting (either in person or by proxy); and
- (b) by 75% of the votes cast on the resolution.

Court Approval: The proposed Scheme of Arrangement (with or without modification) is subject to subsequent approval by the Court. If the resolution put to this meeting is approved by the requisite majority, the Company intends to apply to the Court for orders to give effect to the Scheme.

Advertisement: Where this Notice is advertised unaccompanied by the Scheme Booklet containing inter alia the Explanatory Statement and the Scheme, a copy of the Scheme Booklet may be obtained by anyone entitled to attend the Scheme Meeting by contacting the Company Secretary.

DATED THIS 8th DAY OF APRIL 2009

BY ORDER OF THE BOARD



GRAEME WALLIS

CHAIRMAN

JACKSON MINERALS LIMITED

TIME AND PLACE OF SCHEME MEETING AND HOW TO VOTE

JACKSON MINERALS LIMITED

ABN 44 099 574 991

Venue

A Meeting of holders of fully paid ordinary shares will be held at:

The Celtic Club	Monday 18 May 2009
48 Ord Street	Commencing
WEST PERTH WA 6005	at 10am (WST)

How to Vote

You may vote by attending the meeting in person, by proxy or authorised representative.

Voting in Person

To vote in person, attend the meeting on the date and at the place set out above. The meeting will commence at 10am (WST).

Voting by Proxy

To vote by proxy, please complete and sign the proxy form enclosed with this Notice of Scheme Meeting as soon as possible and either:
send the proxy by facsimile to the Company's share registry on facsimile number (08) 9389 7871 (International: + 61 8 9389 7871); or

- deliver to the Company's share registry, Advanced Share Registry Services, 150 Stirling Highway, Nedlands, Western Australia, 6009,
- so that it is received not later than **10am (WST) on 16 May 2009.**

Your proxy form is enclosed.

NOTES:

1. A person entitled to attend and vote is entitled to appoint not more than two proxies. Where more than one proxy is appointed, each proxy must be appointed to represent a specified proportion of the appointors voting rights. If the appointor appoints two proxies and the appointment does not specify this proportion, each proxy may exercise half of the votes. A proxy need not be a shareholder or optionholder in the Company.
2. Pursuant to the orders of the Court dated 8 April 2009, the date and time for determining the identity of those entitled to attend and vote and the Meeting is 10am (WST) on Monday 18 May 2009.

PROXY FORM

SCHEME MEETING FOR HOLDERS OF SHARES

APPOINTMENT OF PROXY

JACKSON MINERALS LIMITED

ABN 44 099 574 991

SCHEME MEETING

I/We

being a Member of Jackson Minerals Limited entitled to attend and vote at the Scheme Meeting, hereby

Appoint

Name of proxy

or failing the person so named or, if no person is named, the Chairman of the Meeting or the Chairman's nominee, to vote in accordance with the following directions or, if no directions have been given, as the proxy sees fit at, the Court ordered Scheme Meeting to be held at The Celtic Club, 48 Ord Street, West Perth, Western Australia on Monday 18 May 2009 at 10 am (WST) and at any adjournment thereof.

Voting on Business of the Scheme Meeting for holders of Jackson Minerals Shares

Resolution 1	Approval of Scheme of Arrangement	FOR	AGAINST	ABSTAIN
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If you have **not** directed your proxy how to vote you acknowledge that if the Chairman exercises your proxy votes, that he is authorised despite any interest in the outcome of the resolution. The Chairman intends to vote in favour of the resolution.

If you mark the abstain box for a particular item, you are directing your proxy not to vote on that item on a show of hands or on a poll and that your shares are not to be counted in computing the required majority on a poll.

If two proxies are being appointed, the proportion of voting rights this proxy represents is _____ %

You must comply with the instructions for completing "Appointment of Proxy" Form (overleaf/attached).

Signed this day of 2009

By:

Individuals and joint holders Companies (affix common seal if appropriate)

INSTRUCTIONS FOR COMPLETING 'APPOINTMENT OF PROXY' FORM

JACKSON MINERALS LIMITED

ABN 44 099 574 991

1. A member entitled to attend and vote at a Meeting is entitled to appoint not more than two proxies to attend and vote on their behalf. Where more than one proxy is appointed, such proxy must be allocated a proportion of the member's voting rights. If the shareholder appoints two proxies and the appointment does not specify this proportion, each proxy may exercise half the votes.

2. A duly appointed proxy need not be a member of the Company. In the case of joint holders, all must sign.

Corporate shareholders should comply with the execution requirements set out on the Proxy Form or otherwise with the provisions of Section 127 of the Corporations Act. Section 127 of the Corporations Act provides that a company may execute a document without using its common seal if the document is signed by:

- 2 directors of the company;
- a director and a company secretary of the company; or
- for a proprietary company that has a sole director who is also the sole company secretary – that director.

4. For the Company to rely on the assumptions set out in Section 129(5) and (6) of the Corporations Act, a document must appear to have been executed in accordance with Section 127(1) or (2). This effectively means that the status of the persons signing the document or witnessing the affixing of the seal must be set out and conform to the requirements of Section 127(1) or (2) as applicable. In particular, a person who witnesses the affixing of a common seal and who is the sole director and sole company secretary of the company must state that next to his or her signature.

5. Completion of a Proxy Form will not prevent individual shareholders from attending the Meeting in person if they wish. Where a shareholder completes and lodges a valid proxy form and attends the Meeting in person, then the proxy's authority to speak and vote for that shareholder is suspended if the shareholder is present and first exercises those rights at the Meeting.

6. Where a Proxy Form or form of appointment of corporate representative is lodged and is executed under power of attorney, the power of attorney must be lodged in like manner as this proxy.

APPENDIX 5 - INDEPENDENT EXPERT'S REPORT

**STANTONS INTERNATIONAL SECURITIES
RAVENSGATE**

3 April 2009

The Directors
Jackson Minerals Limited
35 Richardson Street
WEST PERTH WA 6005

Dear Sirs,

RE: JACKSON MINERALS LIMITED (ABN 44 099 574 001) ("JACKSON" OR "THE COMPANY") MEETING OF SHAREHOLDERS PURSUANT TO THE PROPOSED MERGER OF JACKSON AND SCIMITAR RESOURCES LIMITED ("SCIMITAR") TO BE IMPLEMENTED BY WAY OF A SCHEME OF ARRANGEMENT UNDER SECTION 411 OF THE CORPORATIONS ACT 2001 ("TCA")

1. Introduction

- 1.1 We have been requested by the Directors of Jackson to prepare an Independent Expert's Report relating to the fairness and reasonableness relating to the proposals pursuant to resolution 1 as detailed in the Notice of Meeting to Jackson shareholders ("the Notice") and forming part of the Scheme Booklet. The proposed issue of Scimitar shares relates to the proposed merger of Jackson and Scimitar to be implemented by way of a Scheme of Arrangement under Section 411 of the Corporations Act 2001. Under the Scheme Jackson shareholders will be entitled to 1 Scimitar share for every 7.5 Jackson shares.
- 1.2 It is proposed, subject to obtaining all necessary approvals from the shareholders and the Court that Jackson and Scimitar combine their operations through a merger to be implemented by way of Scheme of Arrangement under Section 411 of the Corporations Act 2001. The "holding" company will be Scimitar.
- 1.3 Jackson is a public company listed on the ASX. Jackson was incorporated on 13 February 2002 as Jackson Gold Limited and listed on the ASX on 11 June 2002. The Company subsequently changed its name in November 2007 to Jackson Minerals Limited. The Company's main activities are uranium exploration in Argentina (including the Rio Colorado uranium-copper-silver Project and the Las Marias uranium project). The Company also has gold and base metal interests in Australia including, inter-alia, the Boolaloo copper project, Crossroads gold project, Boddington North gold/copper project and the Kalgoorlie nickel project, amongst others). Further details are noted in section 5 of this report and Section 6 of the Scheme Booklet.

- 1.4 Scimitar is a public company listed on the ASX. Scimitar was incorporated on 21 November 2002 and listed on the ASX on 28 January 2005. The Company's main activities are uranium exploration in Australia (including inter-alia the Yanrey project, Maree project, Eclipse project, West Lake Frome project and the Amadeus project). The Company also has gold and base metal interests in Australia including, inter-alia, the Mount Elvire iron project, Bardoc gold/nickel project and the Bungalbin project). Further details are noted in section 4 of our report and Section 7 of the Scheme Booklet.
- 1.5 In assessing the proposals, we have had regard to relevant Australian Securities and Investments Commission ("ASIC") Policy Statements, in particular Regulatory Guideline 111 "Content of Expert Reports".
- 1.6 An offer (in this case the offer made by Scimitar through the Scheme) is fair if the value of the offer price or consideration (shares in Scimitar) is equal to or more than the value of the securities the subject of the offer (shares in Jackson). An offer is reasonable if it is fair.
- 1.7 The directors of Jackson have requested Stantons International Securities ("SIS") to prepare an Independent Expert's Report providing an opinion on whether the proposal pursuant to resolution 1 is fair and reasonable to the shareholders of Jackson. To arrive at our opinion, we have had to effectively report on the merits or otherwise of the proposed Scheme as a whole and our report is provided on this basis.

2. Summary Opinion

- 2.1 In determining the fairness and reasonableness of the proposed Scheme and ultimately whether the Scheme is in the best interests of the Jackson shareholders, we have had regard to the guidelines set out by ASIC in its Regulatory Guideline 111.

Regulatory Guideline 111 states that an opinion as to whether an offer is fair and/or reasonable shall entail a comparison between the offer price and the value that may be attributed to the securities under offer (fairness) and an examination to determine whether there is justification for the offer price on objective grounds after reference to that value (reasonableness). An offer is "fair" if the value of the consideration offered is equal to or greater than the value of the securities that are subject to the offer and an offer is "reasonable" if it is "fair", or where it is not fair, it may still be "reasonable" after considering other significant factors which support the acceptance of the offer in the absence of a higher bid. The concept of "fairness" is taken to be the value of the offer price, or the consideration, being equal to or greater than the value of the securities in the above mentioned offer. Furthermore, this comparison should be made assuming 100% ownership of the "target" irrespective of whether the consideration is scrip or cash. An offer may also be reasonable, if despite not being "fair", where there are sufficient grounds for security holders to accept the offer in the absence of any higher bid before the close of the offer.

Our report relating to the proposals pursuant to resolution 1 are concerned with the fairness and reasonableness of the proposals and in particular whether it is in the best interests of the existing shareholders of Jackson. The advantages, disadvantages and other factors determined to arrive at our opinions are outlined in detail under Section 10 of this report.

- 2.2 After taking into account all of the factors noted in paragraphs 7 to 10 of this report and other matters noted in this report (including the ASIC guideline requirement to apply a discount to reflect that the Jackson shareholders will have a minority interest in an expanded Scimitar), we are of the opinion that on a technical basis (using independent valuations of both companies mineral tenement interests by Ravensgate Pty Ltd (refer below) in valuing the Scimitar and Jackson shares (not a market based approach), the proposal under the Scheme to offer 1 Scimitar shares for every 7.5 Jackson shares **is technically on a preferred valuation basis not fair as the discounted fair value attributable to Scimitar divided by 7.5 of 6.3 cents is less than the technical fair value of 6.91 cents for a Jackson share (refer paragraph 9.1).**

It is noted that ultimately the advantages referred to in this report should exceed the disadvantages although the financial effects cannot be determined with any degree of certainty. **We are of the opinion that the proposal pursuant to resolution 1 may be considered reasonable.** In particular, the ability to raise new equity capital should be enhanced on a post merged basis and that Jackson has limited means to raise capital as a stand alone company in the current economic circumstances and without new funds may not be able to continue in its present form.

Overall, in our opinion the Scheme is in the best interests of the Jackson shareholders.

- 2.3 The opinions expressed above must be read in conjunction with the more detailed analysis and comments made in this report, including the Executive Summary Independent Technical Valuation Report dated 4 March 2009 of the Mineral Assets of Jackson and Scimitar ("Ravensgate Valuation Report") issued by Ravensgate Pty Ltd ("Ravensgate") and included as Appendix C to this Independent Expert's Report. Full detailed technical valuation reports will be filed on the web sites of both Jackson and Scimitar prior to the date of the shareholders meeting called by Jackson to vote on the Scheme.

3. Implications of the proposal of the proposed Scheme of Arrangement

- 3.1 As at 31 March 2009, there are 50,111,996 fully paid ordinary shares on issue in Scimitar all of which are quoted on the ASX.
- 3.2 As at 24 February 2009, the top 5 fully paid shareholders of Scimitar are recorded as:

Shareholder	No. of fully Paid Shares held	%
Kouta Bay Pty Ltd	3,823,631	7.63
Terrence Topping	2,500,000	4.99
Mega Uranium Ltd	2,250,000	4.49
Kingswave Nominees Pty Ltd	1,800,000	3.59
GW International and A22 Pty Ltd	1,548,387	3.16

The top 20 shareholders own approximately 46.4% of the issued capital of Scimitar as at 24 February 2009.

- 3.3 As at 31 March 2009, Scimitar has the following unlisted options:

- 300,000 exercisable at 30.5 cents each on or before 22 December 2010
- 900,000 exercisable at 61 cents each on or before 31 October 2011

- 100,000 exercisable at 85 cents each on or before 26 March 2012
- 4,000,000 exercisable at 80 cents each on or before 30 November 2010

3.4 As at 31 March 2009, Jackson has the following unlisted options:

- 4,500,000 exercisable at 15 cents each on or before 31 May 2009
- 350,000 exercisable at 23 cents each on or before 18 October 2009
- 5,500,000 exercisable at 20 cents each on or before 31 December 2009
- 650,000 exercisable at 20 cents each on or before 31 May 2011
- 250,000 exercisable at 22 cents each on or before 31 May 2011
- 3,000,000 exercisable at 30 cents each on or before 31 December 2009
- 2,300,000 exercisable at 20 cents each on or before 30 June 2010
- 3,150,000 exercisable at 35 cents each on or before 30 June 2010
- 800,000 exercisable at 40 cents each on or before 27 November 2009
- 800,000 exercisable at 50 cents each on or before 27 November 2010

3.5 The total number of shares in Scimitar as at 31 March 2009 is 50,111,996. The total number of shares on issue in Scimitar (after incorporating the acquisition of Jackson by issuing 1 Scimitar share for every 7.5 Jackson shares and assuming that no further Scimitar or Jackson options have been exercised after 3 March 2009) would be 63,390,756. The effect of the Scheme is that Jackson becomes a wholly owned subsidiary of Scimitar. The above figures also assume that the \$2,300,000 Scimitar Convertible Note issued to Dempsey Resources Pty Ltd ("Dempsey") and known as the Dempsey Note for the purposes of this report along with a convertible note issued to Scimitar by Jackson as noted below will not be exercised. The Dempsey Note was issued in December 2008 and raised \$2,300,000 for Scimitar of which \$1,250,000 was invested in Jackson by way of a convertible note (refer summary details below). The Dempsey Note may, subject to Scimitar shareholders approval be converted at the option of Dempsey on or before 24 March 2010, the date the Dempsey Note expires. If not converted into ordinary shares on or before the expiry date, the Dempsey Note will be required to be repaid in cash to Dempsey along with any unpaid interest. Interest on the Dempsey Note is 12% per annum. On 31 December 2008, Jackson signed a Convertible Note Deed with Scimitar to issue a convertible note for \$1.25 million to Scimitar and for the purposes of this report is known as the Jackson Note. The Jackson Note is convertible by Scimitar into shares in Jackson at the lesser of 3 cents per share or the volume weighted average ("VWAP") of Jackson shares over the 5 days trading prior to the conversion notice being received, on or before 29 March 2010 (15 months from 31 December 2008). Interest is payable on the Jackson Note at the rate of 12% per annum. If not converted before 29 March 2010, the Jackson Note amount of \$1,250,000 plus any unpaid interest will need to be repaid to Scimitar.

3.6 The existing (31 March 2009) Jackson fully paid shareholders would end up controlling 13,278,760 fully paid shares in Scimitar representing approximately 20.947% of the 63,390,756 fully paid shares in Scimitar. The existing Scimitar shareholders would own approximately 79.053% of the expanded issued capital of Scimitar (before the conversion of any Scimitar or Jackson share options after 6 March 2009 and assuming no conversion of the Dempsey Note or the Jackson Note).

3.7 As at 31 March 2009, Jackson has the unlisted options on issue as noted in paragraph 3.4. The Jackson Option holders are not part of the Scheme however it is proposed that Jackson options will pursuant to Option Holder Deeds be cancelled and in exchange, the Jackson Option holders will be issued New Scimitar Options as follows:

- 600,000 exercisable at 112.5 cents each on or before 31 May 2009
- 46,667 exercisable at 172.5 cents each on or before 18 October 2009
- 733,333 exercisable at 150 cents each on or before 31 December 2009
- 86,667 exercisable at 150 cents each on or before 31 May 2011
- 33,333 exercisable at 165 cents each on or before 31 May 2011
- 400,000 exercisable at 225 cents each on or before 31 December 2009
- 326,667 exercisable at 150 cents each on or before 30 June 2010
- 453,333 exercisable at 262.5 cents each on or before 30 June 2010
- 106,667 exercisable at 300 cents each on or before 27 November 2009
- 106,667 exercisable at 375 cents each on or before 27 November 2010

4. Profile of Scimitar

Background

4.1 Principal Activities

The principal activity of the Scimitar group during the past several years is the exploration for uranium, gold, iron and base metals in Australia. The current interests are partly noted in paragraph 1.4 above and more fully in the Ravensgate Valuation Report attached as Appendix C and section 7 of the Scheme Booklet.

4.2 Review and Results of Operations for the year ended 30 June 2008 and for the six months ended 31 December 2008

According to the audited 30 June 2008 financial statements prepared under Australian Equivalents to International Reporting Standards ("IFRS"), the consolidated entity incurred a loss after tax for the year of \$1,157,872. The unaudited accounts for the six months ended 31 December 2008 discloses a consolidated loss after tax of \$699,910. There were no revenues from mineral development.

4.3 State of Affairs

Significant changes in the state of affairs of the consolidated entity during the financial six months ended 31 December 2008 were as follows:

Change in Consolidated Net Worth

During the period, the shareholders equity decreased by \$699,910 from \$10,521,933 to \$9,822,023 resulting from losses for the period of \$699,910.

Change in Share Capital

There were no changes in share capital since 30 June 2008.

Events Subsequent to Balance Date (of 31 December 2008)

The directors of the Company have advised that there are no significant events that have occurred since 31 December 2008.

Corporate Structure

- 4.4 Scimitar has the following investments in controlled entity as disclosed in the audited 30 June 2008 financial statements.

Controlled Entity	Activities/function	Percentage Holding
Ronin Energy Limited	Mineral exploration	100%

No further acquisitions of controlled entities have occurred since 30 June 2008.

Share Prices

- 4.5 Between 1 September 2008 and 19 December 2008 (the date of the announcement of the proposed merger with Jackson), the price of a fully paid Scimitar share traded in the 10.0 cents to 33.5 cents range on relatively moderate volumes.

2008	High Cents	Low Cents	Last Sale Cents	Volume 000's
September	33.5	19.0	20.0	1,276
October	20.0	11.0	13.0	2,410
November	12.5	10.0	12.5	1,353
December (to 19 th)	16.0	11.5	16.0	441

The shares rapidly fell in October 2008 as part of the general fall in the market generally due to the economic crisis (not withstanding a positive announcement on 20 October 2008 relating to a joint venture with a Korean company on the Marree SA Uranium Project).

- 4.6 Since 19 December 2008 and to 31 March 2009, the fully paid share prices (on market sales) have been as follows:

2008	High Cents	Low Cents	Last Sale Cents	Volume 000's
December (20 to 31 st)	24.5	17.0	23.0	345
January	30.0	20.0	22.0	785
February	25.0	19.0	19.0	302
March	20.0	18.0	20.0	774

The shares in Scimitar started to rise from the 12/13 cent range in early December 2008 that appears to be due to the Scheme announcement (that at that stage did not disclose the share ratio) and the announcement on the Dempsey Note. On 30 January 2009, Scimitar released its Quarterly Report for the 3 months ended 31 December 2008. On 13 March 2009, Jackson and Scimitar announced the terms of the proposed merger. The last sale price on 3 April 2008 was 21 cents.

Financial position

- 4.7 Scimitar's unaudited consolidated net assets as at 31 December 2008 are summarised below. We have been advised that Scimitar has not been involved in any significant (material) transactions subsequent to 31 December 2008 not already referred to in this report.

	Unaudited 31 December 2008 \$000
Current Assets	
Cash and cash equivalents	1,107
Investments	354
Trade and other receivables	99
Total Current Assets	1,560
Non Current Assets	
Exploration and evaluation	9,208
Receivables	129
Jackson Note	1,250
Property, plant and equipment	48
Total non current assets	10,635
Total assets	12,195
Current Liabilities	
Trade and other payables	318
Provisions	16
Total current liabilities	334
Non Current Liabilities	
Dempsey Convertible Note	2,300
Other	3
Total Non Current Liabilities	2,303
Total Liabilities	2,637
Net Assets	9,558
Equity	
Issued Capital	13,377
Reserves	1,069
Accumulated losses	(4,888)
Net Equity	9,558

Comments on the financial position:

The most significant asset of the Scimitar group is capitalised deferred exploration and evaluation expenditure with a book value of \$9,208,000. This asset has been independently valued by Ravensgate and references to the values of mineral interests are included in the Ravensgate Valuation Report.

The net assets (book values) backing per fully paid share approximates 19.1 cents per share based on 50,111,996 shares on issue at 31 December 2008.

Financial performance

- 4.8 Scimitar's unaudited consolidated financial results for the year ended 31 December 2008 are summarised below:

	Six months ended 31 December 2008 (unaudited) \$000's	Year ended 30 June 2008 (audited) \$000's
Revenue	40	291
Exploration costs expensed	(70)	(530)
Share based payments	-	(405)
Salaries and benefits (employees and directors)	(152)	(372)
Other expenses	(444)	(638)
Fair value profit/loss	(338)	138
(Loss) before tax	(964)	(1,516)
Income Tax	-	-
Net Profit/(Loss) after tax	(964)	(1,516)

Taxation

- 4.9 We have been advised that Scimitar and its wholly owned Australian subsidiary have formed a tax consolidation group. Scimitar estimates that the consolidated tax losses are approximately \$7.8 million which are revenue losses in nature, however there are deferred tax liabilities totalling a similar amount. We have no information available to us for completion of this report as to whether all tax losses are available and whether Scimitar would fail the Continuity of Ownership Test and the Continuity of Same Business Activity Test.

5. Profile of Jackson

Background

Jackson is an ASX quoted mineral exploration group focused company. The current interests are noted in paragraph 1.3 above and in the Ravensgate Valuation Report attached as Appendix C and Section 6 of the Scheme Booklet.

Corporate Structure

- 5.1 According to the 30 June 2008 Annual Report of Jackson and based on minor changes since 30 June 2008, Jackson has the following subsidiaries at 31 December 2008.

Controlled Entity	Country of Incorporation	Activities /Functions	31 December 2008 %
Jackson Resources International Pty Ltd	Australia	Exploration	100
Jackson Global Limited	Australia	Exploration	100
Jakaranda Minerals Limited	Australia	Exploration	100
Jackson Central Asia Pty Ltd	Australia	Exploration	60

There have been no new subsidiaries incorporated or sold since 31 December 2008.

Share Capital and Ownership

- 5.2 As at 31 December 2008, Jackson had 99,490,697 fully paid ordinary shares on issue. The registered significant shareholders as at 12 January 2009 are believed to be:

	Number	%
Antony Sage (Egas Superannuation Fund)	5,959,500	5.99
Daem Nominees Pty Ltd	4,466,497	4.49
Philip Scott Button & Philippa Anne Nicol	2,382,000	2.39
Piranha Nominees Pty Ltd	1,680,000	1.69
Mainview Holdings Pty Ltd	1,500,000	1.51
Mark Gwynne	1,500,000	1.51

As at 12 January 2009 the top 40 shareholders owned 41.043% of Jackson's issued capital.

- 5.3 Jackson also has the unlisted share options outstanding as noted in paragraph 3.4 of this report.

Share Price History

- 5.4 Share prices in Jackson as recorded on the ASX between 1 September 2008 and 17 December 2008 (the Company entered into voluntary suspension on 18 December 2008 pending the announcement of the proposed merger) have been as follows:

	High cents	Low cents	Last Sale cents	Volume 000's
2008				
September	9.5	7.0	7.0	3,164
October	7.0	2.9	4.0	3,935
November	4.6	3.3	3.3	1,446
December (to 17 th)	3.3	2.7	3.1	957

On 30 January 2009, Jackson released its Quarterly Report for the 3 months ended 31 December 2008. As with the vast majority of companies, the share price of Jackson shares quoted on ASX have dramatically fallen in value since September/October 2008. In addition, the cash reserves of Jackson are not high and based on immediate past cash burn, Jackson will run out of available funds possibly around June 2009. This has also led to a fall in the share price of a Jackson share.

The Company has been in voluntary suspension since 18 December 2008 and it is proposed that this will not be lifted until completion of the Scheme or the Scheme is disbanded.

Financial Position

- 5.5 Jackson's unaudited consolidated net assets as at 31 December 2008 are summarised below. We have been advised that Jackson has not been involved in any significant transactions subsequent to 31 December 2008 not already referred to in this report.

	Unaudited 31 December 2008 \$000
Current Assets	
Cash and cash equivalents	573
Trade and other receivables	210
Other assets- Prepayments	66
Total Assets	<u>849</u>

	Unaudited 31 December 2008 \$000
Non Current Assets	
Exploration and evaluation (1)	6,992
Property, plant and equipment	131
Trade and other receivables	154
Total Non Current Assets	<u>7,277</u>
Total Assets	<u>8,126</u>
Current Liabilities	
Trade and other payables	237
Employee provisions	18
Total current liabilities	<u>255</u>
Non Current Liabilities	
Convertible Note	1,250
Provisions	-
Total non current liabilities	<u>1,250</u>
Total Liabilities	<u>1,505</u>
Net Assets	<u>6,621</u>
Equity	
Issued capital	15,477
Other reserves	935
Accumulated losses	(9,803)
Minority interests	12
Total Equity	<u>6,621</u>

Comments on the financial position:

The most significant asset of the Jackson group is capitalised deferred exploration, evaluation and development expenditure with a book value of \$6,992,000. These assets have been independently valued by Ravensgate and references to the values of the mineral interests are included in the Ravensgate Valuation Report.

The net book value asset backing per fully paid share as at 31 December 2008 based on 99,490,697 shares on issue is approximately 6.6 cents per share. A further 100,000 shares were issued in February 2009 to settle a native title claim so that as at 23 February 2009 there are 99,590,697 shares on issue.

Financial Performance

- 5.6 Jackson's un-audited consolidated financial results for the six months ended 31 December 2008 are summarised as follows:

	Six Months ended 31 December 2008 \$000,s	Year ended 30 June 2008 (audited) \$000,s
Revenue	128	76
Exploration expenditure written off	(434)	(7)
Salaries and wages and associated benefits (directors and employees)	(58)	(488)
Diminution in value of investments		(385)
Loss on sale of investments	-	(325)
Other expenses	(827)	(1,475)
(Loss) before income tax	<u>(1,191)</u>	<u>(2,604)</u>
Income Tax	-	-
Net (Loss) after tax	<u>(1,191)</u>	<u>(2,604)</u>

Taxation

- 5.7 Jackson and its wholly owned Australian subsidiaries have not formed a tax consolidation group. The Jackson group as at 30 June 2008 had revenue tax losses carried forward of approximately \$12 million, capital losses of approximately \$0.90 million and deferred tax liabilities of approximately \$5.96 million. We have no information available to us for completion of this report as to whether all tax losses are available and whether Jackson would fail the Continuity of Ownership Test and Continuity of Same Business Activity Test.

6. Methodology**Criteria for assessment of fairness and reasonableness**

- 6.1 In forming our opinion as to whether the merger is in the best interest of the shareholders of Jackson, we have considered the following definitions of “fair” and “reasonable” outlined in Regulatory Statement 111 issued by the Australian Securities and Investments Commission.

- an offer is “fair” if the value of the consideration being offered is equal to or greater than the value of the securities that are the subject of the offer; and
- an offer is “reasonable” if it is fair, or where it is “not fair”, it may still be “reasonable” after considering other significant factors which support the acceptance of the offer in the absence of a higher bid.

- 6.2 Under these definitions, the Scheme proposal would be considered fair and reasonable to the shareholders of Jackson and in the best interests of all such shareholders if the terms of the Scheme values the Scimitar shares being offered as consideration at an amount that is equal to or less than, the assessed value of the shares in Jackson being acquired via the Scheme.

Valuation Methodology – Jackson and Scimitar

- 6.3 In assessing the value of Jackson and Scimitar we have considered a range of valuation methods. ASIC Regulatory Guideline 111 states that it is appropriate for an independent expert to consider, amongst other methods of valuation, the application of earnings multiples or discounted cash flow (“DCF”) analysis. In order to apply earnings multiples it is necessary to have a sound basis for estimating an ongoing level of earnings which is maintainable, in the absence of unforeseen events, in perpetuity.
- 6.4 The principal assets of Jackson and Scimitar comprise of interests in mineral exploration projects. Such assets have limited lives and future profitability depends on the outcome of exploration programs that are not predictable. Further, many of the mineral assets of Jackson and Scimitar are still at the exploration and feasibility stages and are yet to record any earnings. As such, for the purposes of our analysis we have not considered it appropriate to apply earnings based valuation methodologies.
- 6.5 We consider that valuations of the underlying net assets are the most appropriate basis upon which to value Jackson and Scimitar. The alternative was to compare market values of each companies shares trading on ASX but in view of Jackson’s financial position as noted elsewhere in this report (including paragraph 7.10) it was considered that comparing technical values of each company to be more appropriate.

The cash burn of Jackson indicates that a capital raising is required with some urgency (possibly by June 2009 or shortly thereafter) and the ability to raise funds is enhanced by way of a merger. It would be expected that in the difficult economic times any discount to be applied to the December 2008 share prices would be significant and could be around 1 cent or less. The technical fair value approach is a well established methodology and is more often used in valuing shares in takeover situations and in effect Scimitar is taking over Jackson via the Scheme. Accordingly, we have used the un-audited net assets of Jackson and pro-forma un-audited net assets of Scimitar as at 31 December 2008 as set out in paragraphs 4.7 (Scimitar) and 5.5 (Jackson) of this report as the basis for our valuations. These valuations have been adjusted for the fair values (as at 4 March 2009) of the underlying mineral assets of Jackson and Scimitar.

- 6.6 ASIC Regulatory Guideline 112 envisages the use by an independent expert of specialists in valuing specific assets. Accordingly, Ravensgate has been engaged to prepare an independent report providing a valuation of the mineral assets of Jackson and Scimitar. A copy of Ravensgate's report dated 4 March 2009 is attached to this report as Appendix C. Full detailed technical valuation reports will be filed on the web sites of both Jackson and Scimitar prior to the date of the shareholders meeting called by Jackson to vote on the Scheme.
- 6.7 We have placed reliance on the Ravensgate Valuation Reports that has been prepared in accordance with the Australasian Institute of Mining and Metallurgy's ("AusIMM") Code of Guidelines for Assessment and Valuation of Mineral Assets and Mineral Securities for Independent Experts Reports ("the ValMin Code"). The valuation methodologies adopted by Ravensgate are outlined in its report and includes the yardstick / past expenditure / comparable transaction / expected value/joint venture and DCF/NPV methods.
- 6.8 We have satisfied ourselves as to the independence and qualifications of Ravensgate principle author (Mr Richard Hyde). It was noted that Ravensgate prepared the mineral technical report for Scimitar that was included in a prospectus when Scimitar undertook its initial public offering. It is our view and that of Ravensgate that such prior involvement does not affect the independence of Ravensgate to prepare the Valuation Report for Jackson and Scimitar. The valuations ascribed by Ravensgate to Jackson's and Scimitar's mineral assets have been adopted in our report.
- 6.9 Due to the various uncertainties inherent in the valuation process, Ravensgate has determined a range of values within which it considers the value of Jackson's and Scimitar's mineral assets to lie.
- 6.10 Ravensgate values do not take into account head office, corporate and associated administration expenses of Jackson and Scimitar determined as appropriate by Stantons International Securities. These overheads, calculated at their estimated net present value, are deducted, in the case of Jackson and Scimitar from the valuations provided by Ravensgate. Ravensgate also does not take into account carry forward tax losses. As the realisation of the tax losses is not probable in the near future, we have not assessed a value to the tax losses of Jackson and Scimitar.
- 6.11 Whilst we consider the net asset or technical valuation basis to be the most appropriate we have also considered market prices of Jackson and Scimitar immediately pre and post the announcement of the proposed merger.

7. Valuation of Jackson

7.1 In assessing the value of Jackson (as at 31 December 2008 but after adjusting for the 100,000 shares issued in February 2009 at say 3 cents each) and using Ravensgate's valuation range of mineral assets as at 4 March 2009), we have calculated the intrinsic value of the Company with reference to the fair value (range) of its underlying net assets. The pro-forma net assets as at the date of this report are summarised below, together with the range of values at which their fair values have been assessed.

		Un-audited 31 December 2008 \$000	Low \$000	Valuation Range Preferred \$000	High \$000
Current assets					
Cash and cash equivalents	7.7	573	573	573	573
Trade and other receivables	7.7	210	210	210	210
Other assets- Prepayments	7.7	66	66	66	66
Non current assets					
Exploration and evaluation	7.5	6,992	5,860	7,760	22,850
Trade and other receivables	7.7	154	154	154	154
Property, plant and equipment	7.7	131	131	131	131
Total assets		8,126	6,994	8,894	23,984
Current liabilities					
Trade and other payables	7.7	363	237	237	237
Employee benefits	7.7	18	18	18	18
Non Current Liabilities					
Convertible Note		1,250	1,250	1,250	1,250
Total Liabilities		1,631	1,505	1,505	1,505
Net Assets					
Less Corporate Overheads	7.8		(500)	(500)	(500)
Add available tax losses	7.9		-	-	-
Assessed fair value			4,989	6,889	21,979
Number of fully paid shares (refer paragraph 5.5)			99,590,697	99,590,697	99,590,697
Assessed fair value per fully paid share (cents) (rounded)			5.00	6.91	22.06
Assessed value of 7.5 Jackson fully paid shares (cents) (rounded)			37.50	51.83	165.45

7.2 In initially valuing the fully paid shares above it has been assumed that the Jackson outstanding share options as at 31 December 2008 will not be converted to Jackson ordinary shares before the Record Date. Accordingly, the current technical value (not ASX market values) of a fully paid Jackson share can be assessed as lying in the range of 5.00 cents to 22.06 cents with a preferred value of 6.91 cents. However, it should be noted that Jackson is in a cash poor position and will need to raise further funds to continue exploration and pay administration costs. Preliminary forecasts by Jackson management indicated a requirement for around \$5,000,000 to be raised in 2009 (in three unequal tranches). The cash burn of Jackson indicates that a capital raising is required with some urgency (possibly by June 2009 or shortly thereafter) and the ability to raise funds is enhanced by way of a merger. It would be expected that in the difficult economic times any discount to be applied to the December 2008 share prices would be significant and could be around 1 cent or even less. We have taken these factors into account in determining the reasonableness of the proposed merger with Scimitar.

- 7.3 The exercise price of the outstanding options varies between 15 cents per option to 50.0 cents per option. Based on share prices between September 2008 and 17 December 2008 the share price did not exceed 9.5 cents. It is unlikely that any of the outstanding share options in Jackson will be exercised before the Record Date and thus no calculation has been undertaken by us in the fair value of the Jackson group that assumes exercise of some or all of the share options.

Valuation of Mineral Assets

- 7.4 In assessing the mineral assets of Jackson, we have relied upon the valuations provided by Ravensgate. Ravensgate has determined the value of Jackson's mineral assets on the basis of the yardstick/past expenditure/comparable transaction/expected value/joint venture and DCF/NPV methods.
- 7.5 Jackson's interest in its mineral assets, along with the range of values ascribed to them by Ravensgate are set out below:

Summary of Valuations (Aus\$000's)				
	Low	Preferred	High	Valuation Method
Rio Colorado	0.54	0.93	4.78	Comparative
Las Marias	0.05	0.15	0.47	Comparative
Boolaloo	0.58	0.81	1.50	Multiple
Crossroads	0.51	0.89	1.14	In situ-Yardstick
KRPG	0.63	0.80	2.50	In situ- Yardstick
KRNP	0.51	0.61	5.11	Comparative
Peak Hill	0.54	0.54	2.18	Comparative
Northcote	1.11	1.11	2.75	In situ-Yardstick
Wallbrook	1.04	1.56	2.08	DCF/NPV
Jackson's interest in the total value of projects per Ravensgate Jackson Valuation Report	5,510	7,410	22,500	

- 7.6 The principal assumptions with respect to the valuations are set out in the Ravensgate Valuation Report. In addition, one tenement area was excluded from the Jackson Valuation Report. This relates to South Laverton that is in the process of being sold (via an option agreement) for \$100,000 cash plus \$250,000 of shares in Legacy Iron Ore Limited or cash. We have accepted a valuation of South Laverton for the purposes of this report at \$350,000 (low, preferred and high). Thus the total fair value of the mining assets of Jackson lies in the range of \$5,860,000 and \$22,850,000 with a preferred fair value totalling \$7,760,000.

Other assets and liabilities

- 7.7 Net assets and liabilities not separately valued by Ravensgate comprise Jackson's cash, receivables, plant and equipment and liabilities. These assets and liabilities have been incorporated in our valuation at their book values for the purposes of this report.
- 7.8 The corporate overheads of Jackson are budgeted at \$1,017,000 for 2009 and along with interest on the Jackson Note of \$150,000. We have taken approximately 5 months of the costs and deducted these from the net fair assets of Jackson to reflect the potential administration and finance costs to be incurred to the date of completion of the merger. The amount deducted has been rounded to \$500,000.

- 7.9 As referred to in paragraph 5.7 as at 20 June 2008 Jackson has approximately \$12 million in trading tax losses and \$5.96 million of deferred tax liabilities. There is some uncertainty as to whether all the tax losses will be available to Jackson and there is no reasonable probability that the tax losses will be used in the near future and thus the value of the tax losses have not been ascertained by us.

Valuation

- 7.10 The preferred assessed technical value (not market value) of one ordinary Jackson share based on shares on issue at 31 December 2008 is approximately 6.91 cents. The market price of one Jackson share has, for most of the period from September 2008 to 17 December 2008 (the last trading day before voluntary suspension), been trading at a discount to the net technical value and occasionally at a premium. At the last (17 December 2008) trading price of 3.1 cents per ordinary share the discount based on the current number of shares on issue is around 123%. To a great extent this reflected the market factoring in the cash poor position of Jackson. The cash burn of Jackson indicates that a capital raising is required with some urgency (possibly by June 2009 or shortly thereafter) and the ability to raise funds is enhanced by way of a merger. It would be expected that in the difficult economic times any discount to be applied to the December 2008 share prices would be significant and could be around 1 cent or less. We have taken these factors into account in determining the reasonableness of the proposed merger with Scimitar.

8. Valuation of Scimitar

- 8.1 In assessing the value of Scimitar as at 31 December 2008 we have calculated the intrinsic value of Scimitar with reference to the fair value of its underlying net assets. The adjusted pro-forma net assets as at 31 December 2008 are summarised below, together with the range of values at which their fair values have been assessed.

	Para Ref	Un-audited 31 December 2008 (i) \$000	Low \$000	Preferred \$000	High \$000
Current Assets					
Cash and cash equivalents (i)	8.8	1,107	1,007	1,007	1,007
Trade and other receivables	8.8	99	99	99	99
Investments	8.8	354	354	354	354
Non Current					
Trade and other receivables	8.8	129	129	129	129
Exploration and evaluation and expenditure capitalised	8.7	9,208	16,130	26,510	47,260
Jackson Note receivable		1,250	1,250	1,250	1,250
Property, plant and equipment	8.8	48	48	48	48
Total Assets		12,195	19,017	29,397	50,147
Current Liabilities					
Trade and other payables	8.8	318	318	318	318
Employee provisions	8.8	16	16	16	16
Total current liabilities		334	334	334	334
Non current liabilities					
Dempsey Convertible note/other	8.8	2,303	2,303	2,303	2,303
Total non current liabilities		2,303	2,303	2,303	2,303
Total Liabilities		2,637	2,637	2,637	2,637
Net Assets		9,558	16,380	26,760	47,510
Less Corporate Overheads	8.10		(450)	(450)	(450)
Add available tax losses			-	-	-
Net Assets at assessed fair values			15,930	26,310	47,060

	Para Ref	Un-audited 31 December 2008 (i) \$000	Low \$000	Preferred \$000	High \$000
Number of fully paid shares			50,111,996	50,111,996	50,111,996
(i) Cash reduced by \$100,000 to reflect the cost of the Scheme					
Assessed fair value per fully paid Scimitar share (cents) (rounded)			31.78	52.50	93.90

- 8.2 Accordingly, the current technical fair value (not ASX market values) of a fully paid Scimitar share can be assessed as lying in the range of 31.78 cents to 93.90 cents with a preferred technical value of 52.50 cents.
- 8.3 The Scimitar options are convertible into ordinary shares of Scimitar at varying exercise prices as set out in paragraph 3.3. The exercise price of the outstanding options varies between 30.5 cents per option to 80 cents per option. Based on share prices between September 2008 and 19 December 2008 the share price did not exceed 33.5 cents. It is unlikely that any of the outstanding share options in Scimitar that have exercise prices equal to or above 61 cents will be exercised before the Record Date. If only the 300,000 share options exercisable at 30.5 cents were converted prior to the Record Date, the number of shares on issue would be 50,411,996 and the preferred fair value of the shares would be approximately 52.37 cents.

	Para Ref	Low (i) \$000	Valuation Range Preferred (i) \$000	High (ii) \$000
Assessed fair value	8.1	15,930	26,310	47,160
Add proceeds on exercise of options		91	91	91
Revised assessed fair value		<u>16,021</u>	<u>26,401</u>	<u>47,251</u>
Number of Fully Paid Shares in issue after exercise of 35 cents options		50,411,996	50,411,996	50,411,996

Valuation

- 8.5 The preferred assessed technical value of one ordinary Scimitar share based on shares on issue at 31 December 2008 and on a partially diluted basis are 52.50 cents and 52.37 cents respectively. The market price of one Scimitar share has, for most of the period from September 2008 to the current date (assumed to be 6 March 2009), been trading at a significant discount to the net asset value. At the 31 March 2009 trading price of 20 cents per ordinary share the discount based on the current number of shares in issue is approximately 162.5%.

Valuation of Mineral Assets

- 8.6 In assessing the mineral assets of Scimitar, we have relied upon the valuation provided by Ravensgate. Ravensgate has determined the value of Scimitar's mineral assets on the basis of the yardstick/past expenditure/comparable transaction/expected value/ joint venture methods.

- 8.7 Scimitar's interests in its mineral assets, along with the range of values ascribed to them by Ravensgate are set out below:

Projects	31 December 2008 Percentage Interest	Valuation			Valuation Method
		Low \$000	Preferred \$000	High \$000	
Yannery	70-100%	7.23	15.21	19.26	Comparative
Marree	50%	1.90	3.88	5.86	Joint Venture
Amadeus	100%	1.27	1.27	3.80	Comparative
Eclipse	100%	1.45	1.45	4.36	Comparative
Adelaide River	100%	0.09	0.09	0.28	Comparative
Lake Frome	100%	1.60	1.60	4.79	Joint Venture
Bungulbin	100%	1.28	1.41	5.11	Comparative
Mt Elvire	100%	0.30	0.60	1.20	Comparative
Bardoc	65-100%	0.87	0.87	2.05	In situ- yardstick
Beadell	80%	0.14	0.14	0.56	Comparative
Scimitar's interest in the total value of projects per Ravensgate Scimitar Valuation Report		16,130	26,510	47,260	

Other assets and liabilities

- 8.8 The principal assumptions with respect to the valuations are set out in the Ravensgate Valuation Report.
- 8.9 Net assets and liabilities not separately valued by Ravensgate comprise Scimitar's cash, trade and other receivables, property, plant and equipment and current and non current liabilities. All these assets and liabilities have been incorporated in our valuation at their book values for the purposes of this report.
- 8.10 The corporate overheads of Scimitar are budgeted at \$849,000 for 2009 and along with interest on the Dempsey Note of \$276,000 less interest receivable on the Jackson Note of \$150,000 for a net 2009 cost of \$975,000. We have taken approximately 5 months of the costs and deducted these from the net fair assets of Scimitar to reflect the potential administration and finance costs to be incurred to the date of completion of the merger. The amount deducted has been rounded to \$450,000.

9. Value of Consideration Compared To Value of Assets Acquired

- 9.1 The value of the consideration to be offered by Scimitar for all of the fully paid shares in Jackson based on the shares on issue at 31 December 2008 and on the basis of 1 Scimitar share for every 7.5 Jackson shares is set out below. We have also disclosed the value of the consideration using market values notwithstanding that the market based approach is not our preferred approach and has not been used in determining our opinion.

	Para Ref	Low \$000	Preferred \$000	High \$000
Technical Valuation				
50,111,996 fully paid Scimitar shares	8.1	15,930	26,310	47,060

Market Based Valuation

50,111,996 fully paid Scimitar shares at 16 cents each (1)	8,018
50,111,996 fully paid Scimitar shares at 10 cents each (2)	5,011
50,111,996 fully paid Scimitar shares at 33.5 cents each (3)	16,787
50,111,996 fully paid Scimitar shares at 13.62 cents (4)	6,825
50,111,996 fully paid shares At 20.02 cents (5)	10,032

(1) Being the 19 December 2008 pre announcement price

(2) Being the lowest price since 1 September 2008

(3) Being the highest price since 1 September 2008

(4) Being the weighted average price from 1 December 2008 to 19 December 2008

(5) Being the weighted average share price from 20 December 2008 to 31 March 2009

As at 10 February 2009 and 12 February 2009, the closing prices of a Scimitar share was 20 cents and 25 cents respectively for a total market capitalisation of approximately \$10,022,000 and \$12,528,000 respectively (based on 50,111,996 shares on issue). On 31 March 2009, the Scimitar share price was 120 cents for a market capitalisation of approximately \$10,022,000.

On a technical basis (not a market based approach) each Scimitar share is worth:

	Para Ref	Low	Preferred	High
Scimitar shares (cents)	8.1	31.78	52.50	93.90
Discounted value (refer below)		28.60	47.25	84.51
Divide by 7.5 (cents)		4.23	7.00	12.52
Discounted value (refer below)		3.81	6.30	11.27

This compares with the technical undiscounted value (not market value) of a Jackson share at between 5.00 cents and 22.06 cents with a preferred value of 6.91 cents. However following ASIC guidelines a discount for minority interests needs to be applied. Discounts can vary but we consider a 10% discount is reasonable. Both Scimitar and Jackson are relatively junior companies yet the Jackson shareholders will have around 21% of the expanded issued capital of Scimitar. The discount factor to use can be subjective but we consider a 10% discount is reasonable. In looking at takeovers, it is common for premiums for control to be applied of 10% upwards although some commentators query whether premiums for control are entirely relevant. Applying a 10% discount to the 7 cents referred to above results in a discounted technical price of around 6.3 cents compared with the technical value of a Jackson share of 6.91 cents. If a higher discount of say 15% was used the discounted value would reduce to 5.95 cents compared with the current technical value of a Jackson share of 6.91 cents (and a December 2008 market value of 3.1 cents).

On an estimated market price basis since 1 February 2009 to 31 March 2009, each Scimitar share is worth (using the low, mid and high share price for Scimitar as traded on ASX)

Scimitar shares (cents)	18	21.5	25.0
Divide by 7.5 (cents)	2.40	2.86	3.33

The market price of a Scimitar share at 3 April 2009 was 21 cents and this figure divided by 7.5 would be 2.8 cents.

- 9.2 The value of Jackson to be acquired by Scimitar based on the number of Jackson shares on issue at 31 December 2008 is as follows:

	Para Ref	Low \$000	Preferred \$000	High \$000
Assessed technical value	7.1	4,989	6,889	21,979
Net value per fully paid share (99,590,697 shares) to be acquired by Scimitar (cents)	7.1	5.00	6.91	22.06
The market value per fully paid Jackson share at 17 December 2008 (cents)		3.1	3.1	3.1
The market value per fully paid Jackson share at 17 February 2009 (cents)		suspended	suspended	suspended

- 9.3 The technical fair value per share of a Jackson share lies in the range of 5.00 cents to 22.06 cents with a preferred value of 6.91 cents. If multiplied by 7.5 (the ratio under the Scheme is 1 Scimitar share for every 7.5 Jackson shares), the total value of 7.5 Jackson shares would lie in the range of 37.5 cents to 165.45 cents (preferred 51.83 cents). This compares with the current technical value (not market value) of 1 Scimitar share which lies in the range of 31.78 cents to 93.90 cents with a preferred undiscounted value of 52.50 cents but after applying a 10% discount for minority interests relating to Jackson shareholders, the discounted value is 47.25 cents (6.3 cents after dividing by the Scheme ratio of 7.5 and compared with a technical valuation of a Jackson share of 6.91 cents) and thus on such a basis the Scheme proposal is not fair.
- 9.4 The value of the consideration on a partially diluted basis to be offered for all of the fully paid shares in Jackson based on the shares on issue at 31 December 2008 (and after the exercise of the share options exercisable at 30.5 cents) is not materially different to the values noted above and thus have not been disclosed.
- 9.5 The market value per share of Scimitar based on the pre-announcement price of 19 December 2008 and the price as at 12 February 2009 are 16 cents and 25 cents respectively or 2.13 cents and 3.33 cents for 7.5 Jackson shares. The last sale on 31 March 2009 discloses a Scimitar share price of 20 cents and this equates to 2.67 cents for 7.5 Jackson shares.

The market value per share of Jackson based on the pre-announcement price of 19 December 2008 is 3.1 cents (closing price on 17 December 2008) and 3.3 cents being the highest share price between 1 December and 17 December 2008.

Based on these market prices the issue of 1 Scimitar shares for every 7.5 Jackson shares represents a discount of 31% and 35% respectively as at 17 December 2008 and the highest price of a Jackson share between 1 December and 17 December 2008. This assumes a share price of a Scimitar shares at 19 December 2008 of 16 cents and a high price of 16 cents between 1 December 2008 and 19 December 2008.

Based on a closing price of 25 cents for a Scimitar shares as at 12 February 2009 and the high price of a Scimitar share between 20 December 2008 and 6 March 2009 of 30 cents, there is a premium of 7.52% based on the closing price of a Jackson share as at 17 December 2008 (3.1 cents) and up to a premium of 21.21% based on the high price (3.3 cents) of a Jackson share between 1 December 2008 and 17 December 2008 (after multiplying the Jackson shares by 7.5) and the 30 cent high price of a Scimitar share.

At the 31 March 2009 Scimitar share price of 20 cents, there is a discount of 13.87% based on the 17 December 2008 Jackson share price of 3.1 cents and a discount of 19.08% based on the high Jackson share price in December 2008 of 3.3 cents.

- 9.6 On a consolidated basis assuming the merger was successful and prior to the exercise of any options by Scimitar or Jackson post 31 December 2008, the net technical fair value of the new consolidated Scimitar (before applying a minority discount) would be as follows:

	Para Ref	Low \$000	Preferred \$000	High \$000
Scimitar at fair values	8.1	15,930	26,310	47,060
Jackson at fair values	7.1	4,989	6,889	21,979
Post consolidated Scimitar at fair values		20,819	33,199	69,039
Number of shares on issue		63,390,756	63,390,756	63,390,756
Technical fair value per share (cents) (rounded)		32.84	52.37	108.91

- 9.7 The technical fair value per share of an expanded post merger Scimitar would thus lie in the range of 32.84 cents to 108.91 cents with a preferred value of 52.37 cents (assuming 63,390,756 fully paid shares on issue post acquisition of Jackson). However after applying the 10% minority discount, the preferred value lies in the range of 29.55 cents and 98.01 cents with a preferred technical valuation of 47.13 cents. This compares with the current technical value of a fully paid Scimitar share of between 31.78 cents to 93.90 cents with a preferred fair value of 52.50 cents and the current technical value of 7.5 Jackson shares of between 34.13 cents and 161.33 cents with a preferred fair value of 51.83 cents. Using the discounted preferred figures, the proposal under resolution 1 would not be fair.
- 9.8 Post the completion of the merger and prior to the exercise of any options or conversion of convertible notes, the existing Scimitar fully paid shareholders would own 50,111,996 of the 63,390,756 fully paid shares on issue in Scimitar, which would represent approximately 79.053% of the new Scimitar shares. The Jackson shareholders post merger would own 13,278,760 of the 63,390,756 fully paid shares on issue in Scimitar, which would represent approximately 20.947% of the new Scimitar shares. Thus, the existing fully paid shareholders of Jackson would have, in effect a financial interest in the new Scimitar that would fall in the range of approximately \$4,360,955 to \$14,461,600 with a preferred interest (at fair values) of \$6,954,194. This compares with the 31 December 2008 shareholders interest (100%) in the current technical assessed value of Jackson, of between \$4,989,000 and \$21,979,000 with a preferred technical value fair value of \$6,889,000.
- 9.9 No calculations have been made on a partially or fully diluted share basis.

- 9.10 On a consolidated basis without taking into account any exercise of options or conversion of convertible notes or possible market factors that may affect the price post merger, it could be argued that assuming the merger was successful, and based on 63,390,756 Scimitar shares on issue, the net market value of the new consolidated Scimitar would be estimated as noted below. We point out that this is for information only and is not our preferred valuation methodology as we have used the technical fair value of assets and liabilities approach as being more suitable. .

	Para Ref	\$000
Scimitar at market values at 6 March 2009		
50,111,996 shares at 18 cents	9.5	9,020
Jackson at market values at 17 December 2008		
99,590,697 shares at 3.1 cents		3,087
Post Consolidated Scimitar shares at estimated market values		12,107
Number of Scimitar shares on issue post merger (number)		63,390,756
Estimated market value per new Scimitar share (cents)		19.09
Divide by 7.5 (cents)		2.54
Current market value of 7.5 Jackson shares as at 17 December 2008 (cents)		23.25

The estimated market value per share of an expanded Scimitar would be 19.09 cents. This compares with the current technical value of a fully paid Scimitar share of between 31.78 cents to 93.90 cents with a preferred fair value of 52.50 cents (paragraph 8.1) and a current market value of 23.25 cents (17 December 2008) for 7.5 Jackson shares. It should be noted that the actual share price post merger is not possible to determine. The share price of a Jackson share (currently suspended) of around 3.1 cents arguably has been affected by the poor cash position of Jackson and that without a capital raising of some significance, the ability to continue to meet its obligations (including minimum expenditure requirements) would be difficult to achieve and the share price may continue to slide downwards. The Directors advise it is not feasible to undertake a capital raising on commercial terms on its own in the current economic climate and that the merger with Scimitar will enhance the ability of an expanded Scimitar to raise capital some of which would be used to finance the exploration activities of Jackson.

- 9.11 It is common under acquisition scenarios such as a takeover, to apply a premium over fair values of up to 35% premium (in special cases, the premium can be significantly higher). The normal premium for control may fall in the 10% to 25% range.

Using the technical values (paragraphs 7.1 and 8.1) and based on the shares on issue at 31 December 2008 (adjusted for 100,000 shares issued by Jackson in February 2009) (as distinct from the market value of a Scimitar and Jackson share), Scimitar is acquiring the Jackson shares at a discount of 15.25% based on the low valuation, a premium of 1.29% based on the preferred valuation and a discount of 43.24% based on the high Jackson valuation. However, on a market based approach using the weighted average Jackson share market price of 3.1 cents between 1 December 2008 and 17 December 2008 prior to the merger announcement on 19 December 2008, Scimitar is paying a premium based on the 31 December 2008 technical valuation of 1 fully paid Scimitar share for every 7.5 Jackson shares of 35.28% (low), 54.00% (preferred) and 85.72% (high). Based on the low, last sale

and high prices of Scimitar and Jackson shares in December 2008 (Jackson to 17 December 2008), Scimitar is acquiring the Jackson shares at a discount of 26.84%, 255.71% and 75.23% respectively. However based on Scimitar share prices in February 2009 of 20 cents, 22 cents and 25 cents, the discounts are 1.23% and 5.36% (20 cents and 22 cents respectively) and a premium of 10.1% (25 cents for a Scimitar share).

10. Reasonableness of the Share Scheme

- 10.1 We set out below some of the advantages and disadvantages and other factors pertaining to the proposed merger as they apply to the proposed Scheme and the shareholders of Jackson.

Advantages

- 10.2 Jackson's financial position is quite poor and the ability to continue in existence in its current form may be questionable. We have been advised that the cash burn for the first half of 2009 would result in Jackson running out of money near June 2009 or shortly thereafter. The Directors have sought new equity funds but have been informed that unless a material and significant discount is offered (and shares placed at 1 cent each or even lower) the chances of raising funds on its own is minimal. We have been informed that major shareholders of Jackson (and Scimitar) have indicated that they would support a capital raising of at least \$5,000,000 but only in the event that Jackson merges with Scimitar. This is a significant matter that we took into account in considering the reasonableness of the proposal under resolution 1.
- 10.3 The ability to raise funds as a larger group should be enhanced following a merger. The merger with Scimitar may assist the Company in obtaining the necessary equity and borrowed finances to finance exploration and working capital. We were advised that Jackson had tested the market by making preliminary enquires with significant shareholders and several brokers on obtaining new capital. Interest was low and any capital raising (even if it could be done) may have been at a significant discount to market and possibly as low as 1 cent each. We have been advised that there are plans for the expanded merged Scimitar to raise between \$5,000,000 and \$10,000,000 post the completion of the merger as potential investors have an interest in the merged entity.
- 10.4 The merged group (an expanded Scimitar incorporating Jackson) would create a larger sized mineral exploration company with an improved asset base in Australia and overseas.
- 10.5 Scimitar as a larger company if the merger proceeds (via the Scheme), may be in a stronger position to make further strategic acquisitions in the mineral exploration industry that if carefully managed, may add value to the expanded Scimitar.
- 10.6 The new merged company will have a combination of the explorative assets of Jackson and Scimitar. The Directors also believe the proposed merged entity's larger and more diversified range of mineral assets may attract a greater number of potential investors than currently invest in Scimitar or Jackson individually. Combined with a larger and diversified shareholder base, the Directors believe this should increase the liquidity in the trading of the proposed merged entity's securities on ASX compared with the trading of the individual companies' securities on ASX.
- 10.7 The expanded Scimitar through its merger with Jackson should have increased cash resources available for operations. Scimitar's cash assets based on the audit

reviewed accounts as at 31 December 2008 approximated \$1 million. However combined cash resources are not high and the merged Scimitar will need to seek new share equity.

- 10.8 The merging of Scimitar and Jackson which currently have their own management and staff (premises are shared from January 2009) should eliminate the current duplication of ASX fees, audits and corporate management and reporting and simplify the administrative structure.
- 10.9 Scimitar shareholders will be effectively diluting their interest in the existing mineral assets of Scimitar. If the proposed merger is successful, the Scimitar shareholders interest in the Scimitar assets will decrease from 100% to approximately 79.053%.
- 10.10 Based on the technical fair values of Scimitar and Jackson, the Jackson shareholders would not be technically worse off if the proposed merger is completed, however on a low and high valuation basis the Jackson shareholders are worse off (but not a material amount for the low valuation).

Post the completion of the merger on a preferred basis the existing Jackson fully paid shareholders would own approximately 13,278,760 of the 63,390,756 (paragraph 9.8) fully paid shares on issue in Scimitar, which would represent approximately 20.947% of the new Scimitar shares. Thus, the existing fully paid shareholders of Jackson would have, in effect, a financial interest in the new Scimitar that would fall in the range of \$4,360,955 to \$14,461,600 with a preferred interest (at fair values) of \$6,954,194. This compares with the Jackson shareholders interest in the current technical assessed value of Jackson of between \$4,989,000 and \$21,979,000 with a preferred technical value fair value of \$6,889,000 (paragraph 7.10).

Disadvantages

- 10.11 The price offered by Scimitar represents a discount of 31.18% on the ASX closing price on 19 December 2008 the day the proposed merger was announced (17 December 2008 for Jackson). Based on a last sale price of a Jackson and Scimitar share as at 19 December 2008, the ratio between the two companies is in effect approximately 5.16 Scimitar shares to 1 Jackson shares. However, the merger terms have been set on the basis that Scimitar will issue 1 of its shares for every 7.5 Jackson fully paid shares. However, based on the low and high prices of a Scimitar share in February 2009, the discount reduces to between 1.23% and 5.36% and a discount of 5.25% based on Scimitar's share price of 18 cents as at 6 March 2009.
- 10.12 According to the Ravensgate Valuations the difference between the preferred valuation and the high valuation for Jackson is 194% as compared to 78% for Scimitar. Whilst our conclusions are primarily based on the preferred valuation, it is noted that the percentage difference between the preferred and high values is greater in respect of the Jackson mineral assets than the Scimitar mineral assets.
- 10.13 As a consequence of the proposed merger, Scimitar and/or Jackson may fail the same business test that relates to a company's eligibility under Australian tax legislation to recoup carried forward tax losses. The Directors believe the proposed merger will not result in either Scimitar or Jackson ceasing to satisfy the continuity of ownership test. However, the Directors note that the fact that Scimitar and Jackson need to continue to satisfy the same business test in order to be eligible to recoup their respective carried forward tax losses.

Other Factors

- 10.14 The Australian tax consequences for Jackson share holders and Jackson Option holders who enter into the Scheme will depend on a number of factors, including:
- whether the Jackson Shareholder or Jackson Option holder holds their Jackson Shares or Jackson Options (as the case may be) on capital account, revenue account or as trading stock;
 - the nature of the Jackson Shareholder or the Jackson Option holder (i.e. individual, company, trust, complying superannuation fund); and
 - the tax residency status of the Jackson Shareholder or the Jackson option holder (i.e. Australian resident or not).

Further details of the tax consequences are disclosed in the Schemes booklet. Each Shareholder should seek their own independent tax advice on the consequences of accepting the Scheme proposal and receiving Scimitar Shares in exchange for Jackson Shares.

11. Conclusion as to Fairness and Reasonableness in respect of the Share Scheme as it relates to resolution 1

- 11.1 After taking into account all of the factors noted in paragraphs 7 to 10 of this report and other matters noted in this report (including the ASIC guideline requirement to apply a discount to reflect that the Jackson shareholders will have a minority interest in an expanded Scimitar), we are of the opinion that on a technical basis (using independent valuations of both companies mineral tenement interests by Ravensgate Pty Ltd (refer above) in valuing the Scimitar and Jackson shares (not a market based approach), the proposal under the Scheme to offer 1 Scimitar shares for every 7.5 Jackson shares **is technically on a preferred valuation basis not fair as the discounted fair value attributable to Scimitar divided by 7.5 of 6.3 cents is less than the technical fair value of 6.91 cents for a Jackson share (refer paragraph 9.1).**

It is noted that ultimately the advantages referred to in this report should exceed the disadvantages although the financial effects cannot be determined with any degree of certainty. **We are of the opinion that the proposal pursuant to resolution 1 may be considered reasonable.** In particular, the ability to raise new equity capital should be enhanced on a post merged basis and that Jackson had limited means to raise capital as a stand alone company in the current economic circumstances and without new funds may not be able to continue in its present form.

Taking into account all factors, we consider the Scheme is in the best interests of the Jackson shareholders.

12. Sources of Information

- 12.1 In making our assessment as to whether the proposal pursuant to resolution 1 is fair and reasonable to the Jackson shareholders, we have reviewed relevant published available information and other unpublished information of the Company and Scimitar which is relevant to the current circumstances. In addition, we have held discussions with the management of Jackson and Scimitar about the present and future operations of both companies. Statements and opinions contained in this report are given in good faith but in the preparation of this report, we have relied in part on information provided by the directors and management of Jackson and Scimitar and on the Ravensgate Valuation Reports for Jackson and Scimitar.

12.2 Information we have received includes, but is not limited to:

- Discussions with management and directors of Jackson and Scimitar;
- Details of historical market trading of Jackson (to 17 December 2008) and Scimitar ordinary shares as recorded by ASX (to 6 March 2009);
- Shareholding details of Jackson and Scimitar as supplied by the companies share registers;
- Audited annual report of Jackson for the year ended 30 June 2008 and audit reviewed six month report to 31 December 2008;
- Audited annual report of Scimitar for the year ended 30 June 2008 and audit reviewed six month report to 31 December 2008;
- Quarterly Reports of Jackson and Scimitar for the quarters ended 30 June 2008, 30 September 2008 and 31 December 2008;
- Announcements made by Jackson and Scimitar to the ASX from 1 January 2008 to 6 March 2009;
- Discussions with Ravensgate management on the assumptions in their Valuation Report;
- The Expert's Report (Ravensgate Valuation Report) of 4 March 2009 prepared by Ravensgate relating to the exploration and development interests of both Jackson and Scimitar;
- Details of estimated tax losses as at 30 June 2008 for Jackson and Scimitar;
- Jackson's and Scimitar's budgets for 2009;
- Draft Scheme Booklets of Jackson and Scimitar prepared in February 2009; and
- Merger Implementation Agreement.

12.3 Our report includes Appendices A to D attached to this report.

Yours faithfully

STANTONS INTERNATIONAL PTY LTD
(Trading as Stantons International Securities)

J P Van Dieren - FCA
Director

APPENDIX A**AUTHOR INDEPENDENCE AND INDEMNITY**

This annexure forms part of and should be read in conjunction with the report of Stantons International Securities dated 3 April 2009, relating to the Scheme Proposal outlined in resolution 1.

At the date of this report, Stantons International Securities does not have any interest in the outcome of the proposal. There are no other relationships with Jackson or Scimitar other than acting as an independent expert for the purposes of this report. There are no existing relationships between Stantons International Securities and the parties participating in the transaction detailed in this report which would affect our ability to provide an independent opinion. The fee to be received for the preparation of this report is based on the time spent at normal professional rates plus out of pocket expenses and is estimated at \$27,000 (excluding the costs of Ravensgate). The fee is payable regardless of the outcome. With the exception of that fee, neither Stantons International Securities or John P Van Dieren have received, nor will or may they receive, any pecuniary or other benefits whether directly or indirectly for or in connection with the making of this report.

Stantons International Securities and John van Dieren do not hold any securities in Jackson or Scimitar. There are no pecuniary or other interests of Stantons International Securities that could be reasonably argued as affecting its ability to give an unbiased and independent opinion in relation to the proposal. Stantons International Securities and Mr J Van Dieren have consented to the inclusion of this report in the form and context in which it is included as an annexure to the Notice.

QUALIFICATIONS

We advise Stantons International Securities is the holder of an Australian Financial Services Licence (No 319600) under the Corporations Act 2001 relating to advice and reporting on mergers, takeover and acquisitions involving securities. A number of the directors of Stantons International are the Directors of Stantons International Securities Pty Ltd and Stantons International Services Pty Ltd. Stantons International and Stantons International Securities Pty Ltd have extensive experience in providing advice pertaining to mergers, acquisitions and strategic and financial planning for both listed and unlisted companies and businesses.

Mr John P Van Dieren FCA, the person responsible for the preparation of this report, has extensive experience in the preparation of valuations for companies and in advising corporations on takeovers generally and in particular on the valuation and financial aspects thereof, including the fairness and reasonableness of the consideration offered.

The professionals employed in the research, analysis and evaluation leading to the formulation of opinions contained in this report, have qualifications and experience appropriate to the task they have performed.

DECLARATION

This report has been prepared at the request of the independent Directors of Jackson in order to assist the shareholders of Jackson to assess the merits of the proposals (as outlined in resolution 1) to which this report relates. This report has been prepared for the benefit of Jackson and all shareholders and those persons only who are entitled to receive a copy and does not provide a general expression of Stantons International Securities' opinion as to the longer term value of Jackson or Scimitar. Stantons International Securities does not imply, and it should not be construed, that it has carried out any form of audit on the accounting or other records of Jackson or Scimitar or its subsidiaries. Neither the whole nor any part of this report, nor any reference thereto may be included in or with or attached to any document, circular, resolution, letter or statement, without the prior written consent of Stantons International Securities to the form and context in which it appears.

DISCLAIMER

This report has been prepared by Stantons International Securities with due care and diligence. However, except for those responsibilities which by law cannot be excluded, no responsibility arising in any way whatsoever for errors or omission (including responsibility to any person for negligence) is assumed by Stantons International Securities, Stantons International Securities Pty Ltd, Stantons International Services Pty Ltd, its directors, partners, employees or consultants for the preparation of this report.

DECLARATION AND INDEMNITY

Recognising that Stantons International Securities may rely on information provided by Jackson and its officers (save whether it would not be reasonable to rely on the information having regard to Stantons International Securities experience and qualifications), Jackson has agreed:-

- a) to make no claim by it or its officers against Stantons International Securities to recover any loss or damage which Jackson may suffer as a result of reasonable reliance by Stantons International Securities on the information provided by Jackson; and
- (b) to indemnify Stantons International Securities against any claim arising (wholly or in part) from Jackson or any of its officers providing Stantons International Securities any false or misleading information or in the failure of Jackson or its officers in providing material information, except where the claim has arisen as a result of wilful misconduct or negligence by Stantons International Securities.

A draft of this report was presented to the Jackson Directors for a review of factual information contained in the report. Comments received relating to factual matters were taken into account, however the valuation methodologies and conclusions did not alter.

APPENDIX B

Stantons International Pty Ltd trading as

Stantons International Securities

ABN 41 103 088 697

AFS Licence No. 319600

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 www.stantons.com.au

**FINANCIAL SERVICES GUIDE OF STANTONS INTERNATIONAL PTY LTD (TRADING AS STANTONS INTERNATIONAL SECURITIES)
 DATED 3 APRIL 2009**

1. STANTONS INTERNATIONAL PTY LTD (TRADING AS STANTONS INTERNATIONAL SECURITIES)

Stantons International Securities (ACN 103 088 697) (“**SIS**” or “**we**” or “**us**” or “**ours**” as appropriate) has been engaged to issue general financial product advice in the form of a report to be provided to you.

2. FINANCIAL SERVICES GUIDE

In the above circumstances we are required to issue to you, as a retail client a Financial Services Guide (“**FSG**”). This FSG is designed to help retail clients make a decision as to their use of the general financial product advice and to ensure that we comply with our obligations as financial services licensees.

This FSG includes information about:

- who we are and how we can be contacted;
- the services we are authorised to provide under our **Australian Financial Services Licence, Licence No: 319600**;
- remuneration that we and/or our staff and any associated receive in connection with the general financial product advice;
- any relevant associations or relationships we have; and
- our complaints handling procedures and how you may access them.

3. FINANCIAL SERVICES WE ARE LICENCED TO PROVIDE

We hold an Australian Financial Services Licence which authorises us to provide financial product advice in relation to:

- Securities (such as shares and options)

We provide financial product advice by virtue of an engagement to issue a report in connection with a financial product of another person. Our report will include a description of the circumstances of our engagement and identify the person who has engaged us. You will not have engaged us directly but will be provided with a copy of the report as a retail client because of your connection to the matters in respect of which we have been engaged to report.

Any report we provide is provided on our own behalf as a financial services licensee authorised to provide the financial product advice contained in the report.

4. GENERAL FINANCIAL PRODUCT ADVICE

In our report we provide general financial product advice, not personal financial product advice, because it has been prepared without taking into account your personal objectives, financial situation or needs.

You should consider the appropriateness of this general advice having regard to your own objectives, financial situation and needs before you act on the advice. Where the advice relates to the acquisition or possible acquisition of a financial product, you should also obtain a product disclosure statement relating to the product and consider that statement before making any decision about whether to acquire the product.

5. BENEFITS THAT WE MAY RECEIVE

We charge fees for providing reports. These fees will be agreed with, and paid by, the person who engages us to provide the report. Fees will be agreed on either a fixed fee or time cost basis.

Except for the fees referred to above, neither SIS, nor any of its directors, employees or related entities, receive any pecuniary benefit or other benefit, directly or indirectly, for or in connection with the provision of the report.

6. REMUNERATION OR OTHER BENEFITS RECEIVED BY OUR EMPLOYEES

All our employees receive a salary. Our employees are eligible for bonuses based on overall productivity but not directly in connection with any engagement for the provision of a report.

7. REFERRALS

We do not pay commissions or provide any other benefits to any person for referring customers to us in connection with the reports that we are licensed to provide.

8. ASSOCIATIONS AND RELATIONSHIPS

SIS is a trading name owned by Stantons International Pty Ltd a professional advisory and accounting practice. Our directors may be directors in Stantons International Services Pty Ltd.

From time to time, SIS and Stantons International Services Pty Ltd and/or their related entities may provide professional services, including audit, tax and financial advisory services, to financial product issuers in the ordinary course of its business.

9. COMPLAINTS RESOLUTION

9.1 *Internal complaints resolution process*

As the holder of an Australian Financial Services Licence, we are required to have a system for handling complaints from persons to whom we provide financial product advice. All complaints must be in writing, addressed to:

The Complaints Officer
Stantons International Securities
Level 1
1 Havelock Street
WEST PERTH WA 6005

When we receive a written complaint we will record the complaint, acknowledge receipt of the complaints within 15 days and investigate the issues raised. As soon as practical, and not more than **45 days** after receiving the written complaint, we will advise the complainant in writing of our determination.

9.2 *Referral to External Dispute Resolution Scheme*

A complainant not satisfied with the outcome of the above process, or our determination, has the right to refer the matter to the Financial Ombudsman Service Limited (“**FOSL**”). FOSL is an independent company that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry.

Further details about FOSL are available at the FOSL website www.fos.org.au or by contacting them directly via the details set out below.

Financial Ombudsman Service Limited
PO Box 3
MELBOURNE VIC 3001

Toll Free: 1300 78 08 08
Facsimile: (03) 9613 6399

10. CONTACT DETAILS

You may contact us using the details set out above in section 9.1 of this FSG.



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9 March 2009

Stantons International Pty Ltd
Level 1, 1 Havelock Street
West Perth
WA 6005 Australia

Dear Sir

Please find attached our executive summary report on the valuation of Jackson Minerals Limited's and Scimitar Resources Limited's mineral assets variously located in throughout Australia and Argentina. This report was compiled at the request of Stanton's International Pty Limited to support the proposed merger of Jackson Minerals Limited and Scimitar Resources Limited. Ravensgate understands that the full technical reports for Jackson Minerals Limited's and Scimitar Resources Limited's mineral assets will be made available at their respective offices.

For and on behalf of Ravensgate,

Richard Hyde
Associate Consultant - Geology



EXECUTIVE SUMMARY
INDEPENDENT TECHNICAL VALUATION

Mineral Assets of
Jackson Minerals Ltd
and
Scimitar Resources Ltd
for

STANTONS INTERNATIONAL PTY LTD

4th March 2009

*Corvidae Pty Ltd as Trustee
For Ravensgate Unit Trust
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INDEPENDENT TECHNICAL VALUATION

Prepared by RAVENSGATE on behalf of:

Stantons International Pty Ltd

Author(s):	Richard Hyde	Associate Consultant	BSc (Geology & Geophysics) (MAusIMM)
Reviewer(s):	Stephen Hyland	Principal Consultant	BSc (Geology) (MAusIMM, CIMM & GAA)
Date:	4 th March 2009		
Copies:	Stantons International Pty Ltd	(2)	
	Jackson Minerals Ltd	(1)	
	Scimitar Resources Ltd	(1)	
	Ravensgate	(1)	


 Richard Hyde
 For and on behalf of:
RAVENSGATE

This document has been prepared for the exclusive use of Stantons International Pty Ltd and the information contained within it is based on instructions, information and data supplied by them. No warranty or guarantee, whether expressed or implied, is made by Ravensgate with respect to the completeness or accuracy of this document and no party, other than the client, is authorised to or should place any reliance whatsoever on the whole or any part or parts of the document. Ravensgate does not undertake or accept any responsibility or liability in any way whatsoever to any person or entity in respect of the whole or any part or parts of this document, or any errors in or omissions from it, whether arising from negligence or any other basis in law whatsoever.

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1. INTRODUCTION

1.1 Terms of Reference

Ravensgate has been commissioned by Stantons International Pty Ltd (Stantons) to provide an Independent Technical Valuation of the mineral assets belonging to Jackson Minerals Ltd (Jackson) and Scimitar Resources Ltd (Scimitar).

The objective of this report is to provide a Valmin compliant valuation and technical assessment of both Jackson's and Scimitar's mineral assets. The work has been commissioned by Stantons with the full support of Jackson and Scimitar. Stantons will rely upon and use the report to separately form an opinion about the value of Jackson and Scimitar in relation to a transaction involving the merger of the two companies. This report does not provide a valuation of either Jackson or Scimitar as a whole, nor does it make any comment on the fairness and reasonableness of any aspect of the proposed merger between the two companies.

The conclusions expressed in this Independent Technical Valuation are valid as at the Valuation Date (4 March 2009). The valuation is therefore only valid for this date and may change with time in response with time in response to changes in economic, market, legal or political factors, in addition to ongoing exploration results. All monetary values included in this report are expressed in Australian dollars (AUD) unless otherwise stated.

This report has been prepared in accordance with the Code and Guidelines for Assessment and Valuation of Mineral Assets and Mineral Securities for Independent Expert Reports (The ValMin Code) as adopted by the Australasian Institute of Mining and Metallurgy (AusIMM) in April 2005.

The Independent Technical Valuation report has been compiled based on information available up to and including the date of this report. Consent has been given for the distribution of this report in the form and context in which it appears.

1.2 Qualifications, Experience and Independence

Ravensgate was incorporated in 1997 and specialises in resource modelling and resource estimation services. The company has worked for major clients globally, such as Freeport at Grasberg Mine, Ok Tedi Gold Mine in Papua New Guinea, AngloGold Ashanti in Ghana and many junior resource companies which are ASX (Australian Stock Exchange), TSX (Toronto Stock Exchange) or AIM (London Stock Exchange) listed. Ravensgate has focused upon providing resource estimations, valuations, independent technical documentation and has been involved in the preparation of Independent Reports for Canadian, Australian and United Kingdom companies.

Primary author: Richard Hyde, BSc Geology and Geophysics, Member of Australasian Institute of Mining and Metallurgy

Associate Consultant

Richard Hyde is a geologist with more than 14 years experience in the minerals industry including over five years experience operating in West Africa. Richard has worked in a number of different geological environments in Australia, Africa and Eastern Europe. He has managed large exploration projects and worked extensively within the minerals industry as a consulting geologist.

Peer Reviewer: Stephen Hyland - BSc Geology, Member of Australasian Institute of Mining and Metallurgy, CIMM and GAA.

Principal Consultant

Stephen Hyland has had extensive experience of over twenty years in exploration geology and resource modelling and has worked extensively within Australia as well as offshore in Africa, Eastern and Western Europe, Central and South East Asia, modelling base metals, gold, precious metals and industrial minerals. Stephen Hyland's extensive resource modelling experience commenced whilst working with Eagle Mining Corporation NL in the diverse and complex Yandal Gold Province where for three and half years he was their Principal Resource Geologist. Whilst the majority of his time there had been developing the historically successful Nimary Mine, he also assisted the regional exploration group with preliminary resource assessment of Eagle's numerous exploration and mining leases. Since 1997 Stephen Hyland has been a full time Consultant with the minerals consulting firm Ravensgate where he is responsible for all geological modelling and reviews, mineral deposit evaluation, computational modelling, resource estimation, resource reporting for ASX / JORC and other regulatory compliance areas. Primarily Stephen Hyland specialises in Geological and Resource Block Modelling generally with the widely used Medsystem / MineSight 3D mine-evaluation and design software. Stephen Hyland holds the relevant qualifications and professional associations required by the ASX, JORC and ValMin Codes in Australia. He is a Qualified Person under the rules of the CIMM and NI43-101.

1.3 Principal Sources of Information

The principal sources of information used to compile this report comprise technical reports and data variously compiled by Jackson and Scimitar and their consultants, and discussions with Jackson and Scimitar technical and corporate management. A listing of the principal sources of information is included in the full technical reports for Jackson and Scimitar.

No site visits were undertaken to the Jackson or Scimitar exploration projects as they are generally at an early stage of development. While both groups of mineral assets include Inferred Resources, Ravensgate is of the opinion that no significant additional benefit would have been gained through site visits.

All reasonable enquiries have been made to confirm the authenticity and completeness of the technical data upon which this report is based. A final draft of this report was also provided to Jackson and Scimitar, along with a request to identify any material errors or omissions prior to final submission.

1.4 Projects Reviewed

Jackson has a number of projects covering a range of commodities including gold, uranium, nickel and copper located through Australia and Argentina. Scimitar has a number of projects throughout Australia that are prospective for uranium, gold, copper and nickel. Projects under application have been reviewed for both companies, however have not been included in this report as no value can be assigned to those projects until they have been granted. Tenement details are presented in Appendix 1 and 2 for Jackson and Scimitar, respectively.

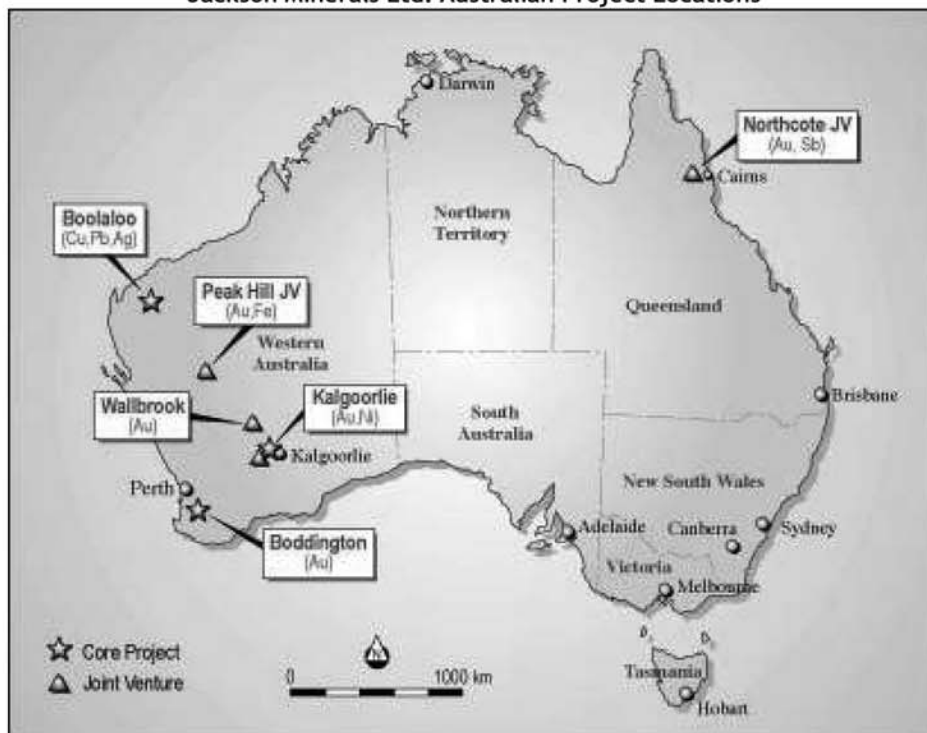
2. TECHNICAL SUMMARY

2.1 Jackson Mineral Assets

2.1.1 Introduction

Jackson is a diversified Australian exploration company with a portfolio of uranium, gold, nickel and copper exploration projects in Australia and Argentina as shown in the figure below. In Australia, at the Boolaloo Project, Jackson has made new discoveries of copper, gold, lead and silver. In Argentina, Jackson has generated two quality uranium exploration projects. The Company's main projects are well supported by non-contributing joint ventures which cover substantial areas in prospective terrains for gold and nickel in Australia. Jackson's projects are discussed in more detail in the following sections.

Jackson Minerals Ltd: Australian Project Locations



Jackson Minerals Ltd: South American Project Locations



2.1.2 Boolaloo Project

Boolaloo is a copper-gold project located in the Western Pilbara region of Western Australia approximately 350km east of Exmouth. The Boolaloo Project comprises five granted exploration licences and one exploration licence application. The total area of the granted exploration licences is 1,750km². The Boolaloo Project has potential to host an extensive mineralised system and is prospective for both iron-oxide-copper-gold targets and Pb-Ag mineralisation. The majority of the project area remains to be effectively tested. The identification of two major geochemical anomalies in the Minga Bore area has underscored the potential of the tenements. These have been tested by RC drilling which confirms that mineralisation is open at depth. Significant results from the project include 2m at 3.81% copper, 6.52 g/t silver, 0.11% lead and 0.60 g/t gold from 62m.

2.1.3 Kalgoorlie Regional Nickel Project

The Kalgoorlie Regional Nickel Project (KRNP) is located in the Eastern Goldfields of Western Australia. Jackson entered into a Joint Venture Agreement with Placer Dome Inc. in 2005 (now Barrick Gold Corporation). The agreement entitles Jackson to 100% nickel rights over the KRNP licences. The KRNP comprises five exploration licences, two exploration licence applications, 20 mining leases, 33 mining lease applications, 20 prospecting licences and 43 prospecting licence applications, with granted licences covering a total of 510km². The KRNP is located within the Boorara Domain of the Kalgoorlie Terrane of the Eastern Goldfields Province of the Archaean Yilgarn Craton. The Boorara Domain hosts significant high grade nickel sulphide deposits including



Scotia, Silver Swan and Blair, and contains komatiitic ultramafic sequences of equivalent age and stratigraphy to those of Kambalda. The tenement package covers prospective portions of the Highway Ultramafic which extends between Paddington and Mt Jewel, respectively located on the western and eastern limbs of the Scotia-Kanowna granite dome. It also covers several komatiite belts in felsic and sedimentary settings that are interpreted to be equivalent to the Black Swan-Silver Swan sequence, located 15km to the north. The project encompasses strike extensions of ultramafic rocks hosting nickel sulphide mineralisation at Black Swan/Silver Swan to the northeast. All ultramafic rocks in the area are broadly contemporaneous with the komatiitic volcanic event hosting the Kambalda nickel deposits.

2.1.4 Kalgoorlie Regional Gold Project

The Kalgoorlie Regional Gold Project (KRGP) is situated between 5km and 40km to the north and northeast of Kalgoorlie. Jackson's KRGP tenements consists of one granted mining lease, ten mining lease applications, four granted exploration licences, four applications for exploration licences, 49 granted prospecting licences and 22 prospecting licence applications, comprising a total of approximately 294km². Through various joint venture agreements Jackson retains between 70% and 100% beneficial ownership to the gold rights on the permits. The exception to this is ML24/462 which includes the Crossroads Deposit where Barrick is earning a 75% interest. The KRGP lies within the Kalgoorlie Terrane of the Archaean Yilgarn Craton of Western Australia. The Kalgoorlie Terrane is situated centrally in the Eastern Goldfields Superterrane of the Archaean Yilgarn Craton. Gold mineralisation within the project area is associated with quartz veining in narrow steeply east dipping north northwest trending shear zones crosscutting mafic volcanics and felsic intrusives. In 2002 Jackson completed resource estimation studies for the Crossroads Prospect. Resource estimation studies resulted in a JORC Compliant Indicated and Inferred Resource of 0.94Mt at 2.41g/t Au, for a total of approximately 72,600 ounces of gold at a 1.0g/t Au lower grade cut off.

Ravensgate considers the KRGP to be prospective and well-positioned, adjacent to three major mining centres including the Golden Mile/Mt Charlotte Mine, Kanowna Bell Mine and Paddington/Panglo Mine.

2.1.5 Rio Colorado Project

The Rio Colorado Project is situated in the Tinogasta region of the Catamarca and La Rioja provinces in Argentina. Jackson Global Limited, a wholly owned subsidiary of Jackson Minerals Ltd is earning 92.5% interest in the Rio Colorado Project. Jackson is entitled to earn an initial 51% interest by completing a work program including geological reconnaissance, an airborne geophysical survey, RAB or RC drilling and making cash payments. The Rio Colorado Project comprises three granted mining leases, nine granted exploration licences and one exploration licence application covering an area of 762km². In the 1950s and 1960s the National Commission of Atomic Energy (CNEA-Argentina) identified and explored outcropping mineralised (uranium, copper and silver) Red-Bed sandstones in the project area. The project area is composed of Permian and Triassic sedimentary rocks. The uranium bearing units are interpreted to be within the Paganzo II lithological unit. Post-depositional alteration of the uranium rich minerals via hydrothermal and/or weathering processes is also a potential source of enrichment. The copper and the silver mineralisation is associated with the uranium-vanadium mineralisation and work completed by Jackson indicates it is "sedimentary copper" style of mineralisation. The Rio Colorado exploration target is yet to be drill tested and is conceptual in nature. Extensive surface sampling and mapping of surface uranium mineralisation indicates anomalous continuity over at least 5km.

2.1.6 Las Marias Project

The Las Marias Project is situated approximately 200km north of the city of San Juan, the capital of the San Juan Province, the second largest mining province in Argentina. The project consists of 12 exploration licence applications and one granted licence covering an aggregate area of 660 km². The granted licence covers some 38km². Geology in the project area comprises the Ordovician San Juan Formation, consisting of dolomitic limestone, marls and lutites, Devonian conglomerates, slates and greywackes. Carboniferous lutites and greywackes, with intercalated glacial deposits and sandstones. Uranium mineralisation is located in the sandstone interstices, in places covariant with organics. Minerals identified by the CNEA included pitchblende, uranophane, carnotite, malachite and azurite, gangue minerals as well as iron and manganese oxides. Surface uranium mineralisation extends over a strike length of greater than 7km and indications are that these mineralised units extend under cover sequences. This indicates that the project area is located in an environment with uranium exploration potential.

2.1.7 Northcote Project

Jackson holds a 15% free carried interest in the Northcote Project which is majority owned and operated by ASX-listed company Republic Gold Ltd. The project is located in Far North Queensland, some 55km west of Cairns. The project comprises 476 km² of exploration permits in the Hodgkinson Goldfield Northern Queensland. The project contains an Inferred Resource of 195,000 ounces of gold and 8,000 tonnes of antimony as well as a number of other advanced prospects. Republic Gold Limited have announced that a Bankable Feasibility Study is underway on the project with results yet to be made public. Once a decision to mine is made Jackson can contribute on an equity basis or reduce to a 10% interest.

2.1.8 Peak Hill Project

Jackson hold a 20% free carried interest in the Peak Hill Project in the Pilbara region of Western Australia, with unlisted public company Gleneagle Gold Ltd 80% owner and operator. The project covers approximately 1,000 km² of exploration tenements adjacent to and within the Fortnum and Peak Hill mining centres. Recent work by Glen Eagle at Forest Gimp gold indicates mineralisation extends over a strike length of 160m and is yet to be closed off at depth. Best results from drilling includes 19m at 1.30g/t Au and 28m at 2.02g/t Au.

2.1.9 Wallbrook Royalty

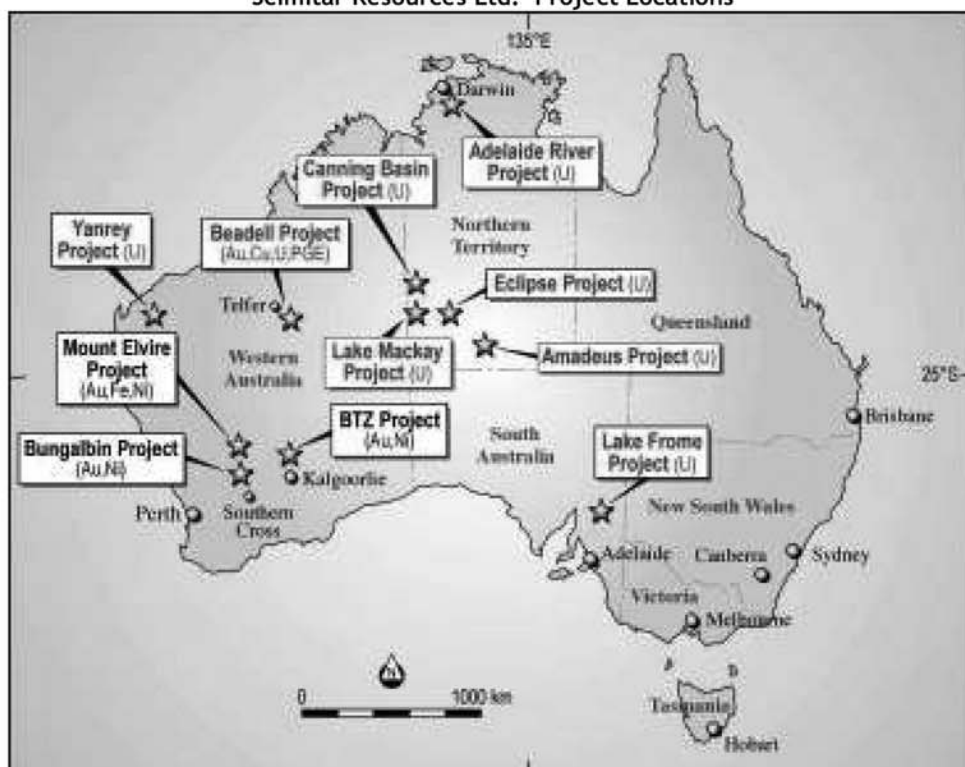
Jackson currently retains a royalty on the Wallbrook Gold Project which was sold to Saracen Mineral Holdings Ltd (Saracen) in 2007. The terms of the royalty state that on commencement of mining Jackson will receive 5 million Saracen shares and a \$1 per tonne royalty for the first two million tonnes mined from the project. According to Saracen's recent ASX announcements, the Wallbrook Project currently has a Probable Reserve of 1.6Mt at 1.6 g/t for a total of 84Koz Au, and they indicate that mining will commence in late 2009 or early 2010, providing the necessary regulatory approvals are granted.

2.2 Scimitar Mineral Assets

2.2.1 Introduction

Scimitar Resources Limited is an Australian exploration company with a primary focus of uranium exploration and development. The company has a portfolio of uranium, gold, iron ore and nickel exploration projects throughout Australia as shown in the figure below. Scimitar's main focus is the Yanrey Uranium Project located in the Pilbara region of Western Australia, while the company also has a series of early-stage uranium exploration projects throughout South Australia and the Northern Territory. Scimitar's projects are discussed in more detail in the following sections.

Scimitar Resources Ltd: Project Locations



2.2.2 Yanrey Project

The Yanrey uranium Project is situated about 70 kilometres south of Onslow in the Pilbara region, Western Australia. The project comprises ten granted exploration licences and one exploration licence application covering 1,930km². Scimitar entered into a joint venture agreement with Atomic Resources Ltd to earn 70% over two of the exploration licences, and has earned uranium rights in a third exploration licence from Barrick Gold Corp.

The Yanrey Project is located within the northern end of the Proterozoic Capricorn Orogen. The project overlays the sediments of the Carnarvon Basin. Uranium mineralisation occurs within the Cretaceous Birdrong Sandstone overlain by the Muderong Shale. They represent a marine transgression towards the east over the Lower Proterozoic/Achaean granitoid basement referred to as the Nanutarra sands. Groundwater movement has oxidised these sediments in places,

forming redox fronts, which may be associated with uranium mineralisation in buried palaeochannel systems. Higher grade mineralisation in the Nanutarra sands is inter-layered with organic clays and muds, where the redox boundaries are sharp and apparent, containing wood fragments, pyrite and traces of lignite. The areas around previously-discovered palaeochannels have not been extensively followed up. Significant uranium mineralisation has been identified in the North and South Ballard channels indicating further work is warranted. Scimitar completed resource drilling programs late in 2007 and commissioned Hellman and Schofield Pty Ltd (H&S) to undertake resource estimation studies at the Bennet Well Prospect. The resource estimation studies resulted in an Inferred Resource of some 4.8 million pounds of eU_3O_8 at a grade of 300ppm eU_3O_8 at a cut off grade of 150ppm eU_3O_8 . Further mineralisation has been identified at the Bennet Well Prospect indicating there is the potential for mineralisation down channel as well as in the area surrounding the deposit.

2.2.3 Amadeus Project

The Amadeus Uranium Project is located 50km south of Alice Springs and covers the central and eastern parts of the Amadeus Basin. The Amadeus Uranium Project consists of three exploration licences with an area of 2,532km². The Amadeus Basin is a large east-west trending intra-cratonic basin of Late Proterozoic to Carboniferous age. It contains continental and marine sediments derived from Proterozoic rocks to the north and south. The Undandita Member is the youngest unit in the Amadeus Basin and hosts the Angela and Pamela uranium deposits, and a number of other uranium prospects. The Undandita Member is generally oxidised but contains a wedge of reduced sediments between regionally extensive upper and lower redox boundaries with which the uranium mineralisation is associated. Scimitar has demonstrated from its exploration program and reviews potential exists for roll front uranium mineralisation within the relatively under-explored southern parts of the basin, covered by their licences.

2.2.4 Eclipse Project

The Eclipse Uranium Project covers the southern and north-eastern parts of the Ngalia basin located 200km northwest of Alice Springs. The Eclipse Uranium Project consists of four granted exploration licences and three exploration licence applications covering 6,883km², and 2908km² for the granted/accessible licences, in the Ngalia Basin. One of the applications (ELA 24627) was placed in ALRA moratorium on the 19th December 2008 for a period of up to five years by the Central Land Council effectively excluding exploration activities on the licence. The project covers the Ngalia Basin and the Arunta Block granites, which are highly prospective for uranium mineralisation. The basin sediments are mostly arenaceous continental and marine sediments of Pre-Cainozoic age. The surrounding and underlying pre-Upper Proterozoic rocks include gneiss, granite and quartzite. These rocks are considered to be the source of the sediments and the uranium within the project area. The presence of the nearby Bigrlyi Uranium Deposit and the New Well Deposit indicates the potential of the project area.

2.2.5 Adelaide River Project

The Adelaide River project is located approximately 100km south of Darwin, Northern Territory. The project consists of one exploration licence, covering 184km² and covers parts of the Pine Creek Orogen and a small area of Daly Basin sediments. The region contains about 20% of the world's low-cost uranium resources namely the world-class unconformity style Ranger and Jabiluka uranium mines. The Pine Creek Orogen is comprised of sedimentary sequences deposited on rifted Achaean basement that were deformed, metamorphosed and intruded by syn and post tectonic granites and mafic plutons during the Barramundi Orogen.

2.2.6 Lake Frome Project

The Lake Frome Uranium Project is comprised of nine granted exploration licences which cover four subproject areas in the Lake Frome region of South Australia. The Marree Uranium Project



which incorporates four exploration licences covering an area of 2,575km² is in joint venture with a 'Korean Consortium' comprising Korea Resources Corporation (KORES), Daewoo International Corporation and LG International Corporation and STX Corporation on the 20th of October 2008. The 'Korean Consortium' is required to spend some \$6.2M over three years to earn 50% of the project. The Lake Frome Project also includes the 100% owned Glencoe Project comprising one exploration licence with an area of 924km², the West Lake Frome Project comprising three exploration licences covering 1,919km² and the Mawson Project covering one exploration licence with an area of 88km². A number of roll front type deposits have been identified in the Callabonna Sub-basin. These include the Beverley, Beverley 4 Mile and Honeymoon deposits. The roll-front uranium deposits identified to date within the Lake Frome region are hosted by palaeochannel sands within the Tertiary Eyre and Namba Formations. Uranium is leached from uranium rich basement rocks under oxidising conditions and precipitated in redox fronts in channels, along channel margins and adjacent to faults. The Frome Basin Project area is considered prospective for sedimentary hosted uranium mineralisation as a result of the similarity of the geological setting to that of the Beverley and 4 Mile uranium deposits.

2.2.7 Bungalbin Project

The Bungalbin Project is situated 110km north of Southern Cross, in Western Australia. The Bungalbin Project is approximately 511km² in area. The project consists of four granted licences granted to Heron Resources Ltd. In 2004 Scimitar entered into an agreement with Heron granting Scimitar the option to purchase a 100% interest in the mineral rights, excluding iron ore, over E77/946, E77/1076, E77/1077 and E77/1130. The iron ore rights over the Bungalbin group of tenements are held by Polaris Metals NL (Polaris) who are actively exploring these licences for iron ore. Bungalbin is a large regional project in a relatively unexplored greenstone belt adjacent to the Mt Dimer gold mine. Previous mining in the area indicates that the project remains prospective for gold. Sampling and mapping has identified a komatiitic sequence which may be prospective for nickel mineralisation.

2.2.8 Elvire Project

The 100% owned Mt Elvire Project is located 210km north of Southern Cross, covering an area 120km². A narrow greenstone belt, adjacent to the Evanston Shear Zone, is host to a number of gold deposits and bisects the project area. The region has mostly been explored for gold hosted in quartz-carbonate veins in ultramafic schists and from quartz-haematite veins along BIF-ultramafic contacts. With the recent increase in iron ore prices, recent regional exploration has targeted iron-ore mineralisation. There is a significant amount of exploration and mining of iron ore in the region. Deposits presently being mined by Portman Mining Ltd include Mt Jackson and Windarling which are approximately 50km to the southwest of the Mt Elvire Project area.

2.2.9 Bardoc Project

The BTZ Project is situated 70km north of Kalgoorlie in Western Australia. The project area can be reached via the Kalgoorlie-Meekatharra Hwy. The BTZ Project contains three sub-project areas, Grafters, Vetttersburg and Bardoc. The Grafters Project consists of two prospecting licences and is 100% by Scimitar. The Vetttersburg Project consists of three prospecting licences and two mining leases. Scimitar has acquired a 65% interest in all five licences from Cazaly Resources Ltd. The Bardoc and Bardoc South Project areas consist of ten prospecting licences and one mining licence. In 2003 Scimitar acquired a 65% interest in the prospecting licences P24/3861 to P24/3866 project through a farm in agreement with Cazaly.

The Bardoc Tectonic Zone lies within the Kalgoorlie Terrane and is interpreted as a domain boundary consisting of highly deformed carbonated and deeply weathered interleaved mafic, ultramafic and sedimentary rocks, separating the Scotia-Kanowna Anticline and the Goongarrie-Mount Pleasant Anticline. A number of significant results have been returned from the project from various projects over the years. RC drilling of the two soil anomalies at Vetttersburg

intersected broad zones of gold mineralisation associated with deeply weathered, sheared basalts, mafic and ultramafic schists and quartz veining including 3m at 8.41g/t from 74m and 11m at 1.24g/t from 98m and 2m at 4.13g/t from 139m. RC drilling by Scimitar in 2007 produced results including 1m at 5.36g/t Au from 48m, 7m at 5.94g/t Au from 121m, including 1m at 28.90g/t Au and 4m at 2.03g/t Au from 124m. Resource studies at the Grafters Project were completed by Taipan Resources NL in 1995 reporting 276,310 t at 3.33 g/t Au for a total of some 29,600oz of gold. The BTZ Project is located close to known deposits and infrastructure and is considered prospective for gold mineralisation.

2.2.10 *Beadell Project*

The Beadell Project is located 450km east of Newman and has an area of 70km². The Project consists of two granted exploration licences. Scimitar Resources entered into an agreement with Goldstone Holdings Pty Ltd to acquire an 80% interest in the project. The project is located in the southeastern portion of the Rudall Complex which comprises a belt of metamorphic and igneous rocks that have undergone multiple episodes of deformation and metamorphism. The complex consists of diverse types of gneiss, meta-sedimentary and mafic-metavolcanic rocks, plus ultramafic, mafic and felsic intrusive rocks which include a wide range of granitoids. In November 2005 a helicopter borne HoistEM electromagnetic survey was undertaken. A follow up ground gravity survey was carried out by Haines Surveys to further investigate the EM anomalies. The correlation between the EM targets and gravity highs underscore the potential of the EM anomalies being massive sulphide bodies. The presence of a number of EM anomalies spatially coincident with gravity highs, underscores exploration potential for massive sulphide base metal mineralisation.

3. INDEPENDENT TECHNICAL VALUATION

3.1 Introduction

There are a number of recognised methods used in valuing “mineral assets”. The most appropriate application of these various methods depends on several factors, including the level of maturity of the mineral asset, and the quantity and type of information available in relation to the asset.

The Valmin Code, which is binding upon “Experts” and “Specialists” involved in the valuation of mineral assets and mineral securities, classifies mineral assets in the following categories:

- Exploration Areas refer to properties where mineralisation may or may not have been identified, but where a mineral resource has not been identified.
- Advanced Exploration Areas and Pre-Development Projects” are those where Mineral Resources have been identified and their extent estimated, but where a positive development decision has not been made.
- Development Projects refers to properties which have been committed to production, but which have not been commissioned or are not operating at design levels.
- Operating Mines are those mineral properties, which have been fully commissioned and are in production.

Various recognised valuation methods are designed to provide the most accurate estimate of the asset value in each of these categories of project maturity. In some instances, a particular mineral property or project may include assets that comprise one or more of these categories.

When valuing exploration Exploration Areas, where the potential is inherently more speculative than more advanced projects, the valuation is largely dependent on the informed, professional opinion of the valuer. There are a number of methods available to the valuer when appraising Exploration Areas.

The Multiple of Exploration Expenditure (“MEE”) method can be used to derive project value, when recent exploration expenditure is known or can be reasonably estimated. This method involves applying a premium or discount to the exploration expenditure or Expenditure Base (“EB”) through application of a Prospectivity Enhancement Multiplier (“PEM”). This factor directly relates to the success or failure of exploration completed to date, and to an assessment of the future potential of the asset. The method is based on the premise that a “grass roots” project commences with a nominal value that increases with positive exploration results from increasing exploration expenditure. Conversely, where exploration results are consistently negative, exploration expenditure will decrease along with the value.

Where transactions including sales and joint ventures relating to mineral assets that are comparable in terms of location, timing, mineralisation style and commodity, and where the terms of the sale are suitably “arms length” in accordance with the Valmin Code, such transactions may be used as a guide to, or a means of, valuation. This method is considered highly appropriate in the current volatile financial environment where other ‘cost based’ methods may tend to overstate value.

The Joint Venture Terms valuation method may be used to determine value where a Joint Venture Agreement has been negotiated at ‘arms length’ between two parties. When calculating the value of an agreement that includes future expenditure, cash and/or shares payments, it is considered appropriate to discount expenditure or future payments by applying a discount rate to the mid-point of the term of the earn-in phase. Discount factors are also applied to each earn-in

stage to reflect the degree of confidence that the full expenditure specified to completion of any stage will occur. The value assigned to the second and any subsequent earn-in stages always involves increased risk that each subsequent stage of the agreement will not be completed, from technical, economic and market factors. Therefore, when deriving at technical value using the Joint Venture Terms method, Ravensgate considers it appropriate to only value the first stage of a earn-in Joint Venture Agreement.

The total project value of the initial earn-in period can be estimated by assigning a 100% value, based on the deemed equity of the farminor, as follows:

$$V_{100} = \frac{100}{D} \left[CP + \left(CE * \frac{1}{(1+I)^{\frac{t}{2}}} \right) + \left(EE * \frac{1}{(1+I)^{\frac{t}{2}}} * P \right) \right]$$

where:

V_{100} = Value of 100% equity in the project (\$)

D = Deemed equity of the farminor (%)

CP = Cash equivalent of initial payments of cash and/or stock (\$)

CE = Cash equivalent of committed, but future, exploration expenditure and payments of cash and/or stock (\$)

EE = Uncommitted, notional exploration expenditure proposed in the agreement and/or uncommitted future cash payments (\$)

I = Discount rate (% per annum)

t = Term of the Stage (years)

P = Probability factor between 0 and 1, assigned by the valuer, and reflecting the likelihood that the Stage will proceed to completion.

Where mineral resources remain in the Inferred category, reflecting a lower level of technical confidence, the application of mining parameters is inappropriate and their economic value can therefore not be demonstrated using the more conventional DCF/NPV approach. In these instances it is considered appropriate to use the in situ Resource method of valuation for these assets. This technique involves application of a heavily discounted valuation of the total in-situ metal or commodity contained within the resource. The level of discount applied will vary based on a range of factors including physiography and proximity to infrastructure or processing facilities.

In the case of Pre-development, Development and Mining Projects, where Measured and Indicated Resources have been estimated and mining and processing considerations are known or can be reasonably determined, valuations can be derived with a reasonable degree of confidence by compiling a discounted cash flow (DCF) and determining the net present value (NPV).



3.2 Jackson Mineral Assets

3.2.1 Boolaloo Project

The Boolaloo Project can be classified as an Exploration Area. Having considered the various methods used in the valuation of the project, Ravensgate has elected to apply the Multiple of Exploration Expenditure method. As far as can be reasonably ascertained, recent exploration expenditure on the Boolaloo Project amounts to some \$1.16M. Most of this exploration expenditure has been spent on regional programs including airborne and ground geophysical surveys, prospect mapping, soil sampling and rock chip sampling which has led to a number of RAB and RC drilling programs.

Ravensgate has elected to assign a range of productivity enhancement multipliers (PEMs) from 0.5 to 1.3 to the EB of \$1.16M to derive a range of provisional values for the exploration potential associated with the Boolaloo Project from \$0.58M to \$1.50M, within which we have selected a preferred provisional value of \$0.81M towards the middle of this range. While Ravensgate acknowledges the technical success exploration programs have delivered and that further work may define economic Cu-Au mineralisation, the preferred value reflects sub-economic tenor of the exploration results returned to date.

3.2.2 Kalgoorlie Regional Nickel Project

The KRNP can be classified as an Exploration Area. In valuing the exploration potential associated with the KRNP, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located nickel exploration projects in Western Australia generally lies in the range \$1,000/km² to \$10,000/km², which relates to approximately \$0.51M to \$5.11M for the granted permits (510km²). While Ravensgate considers the KRNP sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$0.61M towards the lower end of this range, reflecting the current lack of market support for nickel exploration projects.

3.2.3 Kalgoorlie Regional Gold Project

The KRGP can be classified as an Advanced Exploration Project. Having considered the various methods used in the valuation of the project, Ravensgate has elected to apply the In-situ or Yardstick method of valuing the Mineral Resources associated with the project (Crossroads Deposit), and the Comparable Transaction method to value the remaining exploration potential of project.

The Mineral Resources associated with KRGP Project includes the Indicated and Inferred Resources defined at the Crossroads Deposit which total some 72,600oz of gold.

Discounting the implied value of the contained gold to a range from 2% to 4.5%, results in a valuation range for a 100% interest in the Mineral Resources associated with the Crossroads Deposit of between \$2.03M and \$4.57M using a spot gold price of A\$1,392/oz (4/3/2009). Ravensgate has elected to assign a preferred value of \$3.56M in the middle of this range to reflect the work required to convert this Resource into a Reserve, but also acknowledging the deposits location to nearby processing facilities. Providing future exploration is successful and further resources are discovered, it is likely that the Crossroads Deposit will be mined and treated through Barrick's Kanowna Bell operations.

In valuing the exploration potential associated with the KRGP, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located gold exploration projects in Western Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$0.73M to

\$2.94M for the granted permits (294km²). While Ravensgate considers the KRNP sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$0.94M towards the lower end of this range, reflecting the current lack of market support for exploration projects.

A summary of the provisional valuations derived for a 100% interest in the KRGP Mineral Resources and exploration potential is provided in the table below.

KRGP Project Valuation Summary			
Asset	Provisional Valuations		
	Low \$M	High \$M	Preferred \$M
Mineral Resources (Crossroads)	2.03	4.57	3.56
Exploration Potential	0.73	2.94	0.94
Total	2.77	7.51	4.50

Ravensgate derives a range of values for a 100% interest in the KRGP from \$2.77M to \$7.51M, within which range we have determined a preferred provisional value of \$4.50M.

3.2.4 *Rio Colorado Project*

The Rio Colorado Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Rio Colorado Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market indicates that the implied value of exploration projects with potential for sediment-hosted mineralisation in South America generally lies in the range \$1,360/km² to \$12,120/km², which relates to approximately \$1.06M to \$9.38M for the granted permits (762km²). While Ravensgate considers the Rio Colorado Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$1.82M towards the lower end of this range, reflecting the current lack of market support for exploration projects.

3.2.5 *Las Marias Project*

The Las Marias Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Las Marias Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market indicates that the implied value of exploration projects with potential for sediment-hosted mineralisation in South America generally lies in the range \$1,360/km² to \$12,120/km², which relates to approximately \$0.05M to \$0.47M for the granted permits (38km²). While Ravensgate considers the Las Marias Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$0.15M towards the lower end of this range, reflecting the current lack of market support for exploration projects.

3.2.6 *Peak Hill Project*

In valuing the exploration potential associated with the Peak Hill Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located gold exploration projects in Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$2.72M to \$10.88M for the granted permits (1,088km²). While Ravensgate considers the Peak Hill sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$2.72M towards the lower end of this range, reflecting the current lack of market support for exploration projects.



3.2.7 Northcote Project

While Ravensgate have only reviewed a limited amount of information on the Northcote Project, it can be classified as an Advanced Exploration Project. Having considered the various methods used in the valuation of the project, Ravensgate has elected to apply the In-situ or Yardstick method of valuing the Mineral Resources associated with the project, and the Comparable Transaction method to value the remaining exploration potential of project.

The Mineral Resources associated with the Northcote Project includes the Indicated and Inferred Resources which total some 195,000oz of gold and 8,000t of contained antimony.

Discounting the implied value of the contained gold to a range from 2% to 4.5%, results in a valuation range for a 100% interest in the Mineral Resources associated with the Northcote Project of between \$6.51M and \$14.6M using a spot gold price of A\$1,392/oz (4/3/2009) and a reported traded price of A\$6,731 for antimony (4/3/2009). Over the last six months the spot gold price has traded in a range from A\$900 to A\$1500 per ounce. Ravensgate has elected to assign a preferred value of \$6.51M at the lowest end of this range to reflect the limited available information for review, the work required to convert this Resource into a Reserve, and the potential metallurgical issues with gold-antimony mineralisation systems.

In valuing the exploration potential associated with the Northcote Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located gold exploration projects in Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$0.92M to \$3.66M for the granted permits (366km²). Ravensgate has elected to assign a preferred value of \$0.92M at the lower end of this range, reflecting the current lack of market support for exploration projects.

A summary of the provisional valuations derived for a 100% interest in the Northcote Project Mineral Resources and exploration potential is provided in the table below.

Jackson Minerals Ltd			
Northcote Project Valuation Summary			
Asset	Provisional Valuations		
	Low \$M	High \$M	Preferred \$M
Mineral Resources	6.51	14.6	6.51
Exploration Potential	0.92	3.66	0.92
Total	7.42	18.3	7.42

* Note: Totals may not add up due to rounding error

Ravensgate derives a range of values for a 100% interest in the Northcote Project from \$7.42M to \$18.3M, within which range we have selected a preferred provisional value of \$7.42M.

3.2.8 Wallbrook Royalty

While Ravensgate have only reviewed a limited amount of information on the Wallbrook Project and Saracen's strategy in the region, it can be classified as a Development Project. Saracen have indicated in their most recent ASX releases, that following the necessary regulatory approvals, they intend to commence mining in late 2009, or early 2010. Having considered the various methods used in the valuation of the Jackson's royalty attached to the Wallbrook Project, Ravensgate considers it appropriate to use the DCF/NPV method to determine a value for the Jackson's Wallbrook Royalty.

Jackson is entitled to receive five million ordinary fully paid Saracen shares, as well as \$1 per ton mined from the Wallbrook deposit. The closing price for Saracen shares on the ASX 4/3/2009 was \$0.15, which indicates an implied cash value of \$0.75M for the share based payment component of the royalty. Ravensgate has developed a base case model that reflects a project cashflow for the Wallbrook deposit using reasonably assumed parameters as follows:-

- A nominal discount rate of 10%
- 36 month production period
- Annual production of 0.53Mt per annum (based on 1.6Mt Reserve)

Using the NPV resulting from the Ravensgate base case model for Wallbrook, a value of \$1.33M can be derived for the production portion of the Wallbrook royalty. The addition of the share based payment with the value for the production royalty derives an implied cash value of \$2.08M.

At the time of reporting Saracen have publicly indicated their intention to commence mining in late 2009 or early 2010, however Jackson have not formally been notified by Saracen of their intention to commence mining. Ravensgate considers it appropriate to apply a range of probabilities between 0.5 and 1.0 to determine the likelihood of the transaction being executed. These probabilities derive a range of \$1.04M and \$2.08M, within which we have elected to assign a preferred value of \$1.56M towards the middle of the range, reflecting the reasonable likelihood that the project will advance through to production and that the transaction will be executed. Further, the preferred value reflects the current strong market support for near-term production gold projects.



3.3 Scimitar Mineral Assets

3.3.1 Yanrey Project

The Yanrey Project can be classified as an Advanced Exploration Project. Having considered the various methods used in the valuation of the project, Ravensgate has elected to apply the In-situ or Yardstick method of valuing the Mineral Resources associated with the project (Bennet Well Deposit), and the Comparable Transaction method to value the remaining exploration potential of project.

The Mineral Resources associated with Yanrey Project includes the Inferred Resources defined at the Bennet Well Deposit which total some 4.8 million pounds of eU_3O_8 at a grade of 300ppm eU_3O_8 .

Discounting the implied value of the contained uranium to a range from 2% to 4.5%, results in a valuation range for a 100% interest in the Mineral Resources associated with the Bennet Well Deposit of between \$6.43M and \$14.5M using a spot uranium price of A\$68 (4/3/2009). Over the past six months the spot uranium price has traded in a range between US\$44/lb to US\$64/lb, while the AUD/USD exchange rate has fluctuated between 0.61 and 0.98. Ravensgate has elected to assign a preferred value of \$12.8M in the middle of this range to reflect the work required to convert this Resource into a Reserve, but also acknowledging the potential synergy with the nearby Manyingee Uranium Deposit owned by Paladin Resources Ltd. Good potential exists to expand the Bennet Well based on significant results from recent drilling that post-dates the Bennet Well resource estimation studies.

In valuing the exploration potential associated with the Yanrey Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located uranium exploration projects with potential for palaeochannel and sandstone-hosted mineralisation generally lies in the range \$500/km² to \$3,000/km², which relates to approximately \$0.87M to \$5.17M for the granted permits (1,596km²). Ravensgate have elected to assign a preferred value of \$2.52M towards the middle of this range, reflecting the high likelihood that further uranium-mineralised channels will be discovered and that further resources will be defined on the project. The preferred value is tempered by the current lack of market support for exploration projects.

A summary of the provisional valuations derived for a 100% interest in the Yanrey Project Mineral Resources and exploration potential is provided the table below.

Yanrey Project Valuation Summary			
Asset	Provisional Valuations		
	Low \$M	High \$M	Preferred \$M
Mineral Resources (Yanrey)	6.43	14.5	12.8
Exploration Potential	0.87	5.17	2.52
Total*	7.30	19.6	15.3

* Note: Totals may not add up due to rounding error

Ravensgate derives a range of values for a 100% interest in the Yanrey Project from \$7.30M to \$19.6M, within which range we have determined a preferred provisional value of \$15.3M.

3.3.2 *Amadeus Project*

The Amadeus Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Amadeus Project, Ravensgate have elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of early stage uranium exploration projects with potential for palaeochannel and sandstone-hosted mineralisation generally lies in the range \$500/km² to \$1,500/km², which relates to approximately \$1.27M to \$3.80M for the granted permits (2,532km²). While Ravensgate considers the Amadeus Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$1.27M towards the lower end of this range, reflecting the current lack of market support for early-stage uranium exploration projects.

3.3.3 *Eclipse Project*

The Eclipse Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Eclipse Project, Ravensgate have elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of early stage uranium exploration projects with potential for palaeochannel and sandstone-hosted mineralisation generally lies in the range \$500/km² to \$1,500/km², which relates to approximately \$1.45M to \$4.36M for the granted permits (2,908km²). While Ravensgate considers the Eclipse Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$1.45M towards the lower end of this range, reflecting the current lack of market support for early-stage uranium exploration projects.

3.3.4 *Adelaide River Project*

The Adelaide River Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Adelaide River Project, Ravensgate have elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of early stage uranium exploration projects with potential for palaeochannel and sandstone-hosted mineralisation generally lies in the range \$500/km² to \$1,500/km², which relates to approximately \$0.09M to \$0.28M for the granted permits (194km²). While Ravensgate considers the Adelaide River Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$0.09M towards the lower end of this range, reflecting the current lack of market support for early-stage uranium exploration projects.

3.3.5 *Lake Frome Project*

The Lake Frome Project can be classified as an Exploration Area. The Lake Frome Project is comprised of a number of subprojects including the Marree Project, Glencoe Project, Mawson Project and West Lake Frome Project. In valuing the exploration potential associated with the Lake Frome Project, Ravensgate have elected to apply the Joint Venture Transaction method for the Marree Project and the Comparative Transaction Method for the remaining sub-projects.

Scimitar entered into a farm-in Joint Venture Agreement for the Marree Project with a 'Korean Consortium' including Korea Resources Corporation (KORES), Daewoo International Corporation, LG International Corporation and STX Corporation on the 20th of October 2008. The 'Korean Consortium' is required to spend some \$6.2M over three years to earn 50% of the project. The various stages of the agreement include:

- Year 1: The Korean participants to contribute A\$200,000 towards past expenditure incurred by Scimitar and fund AUD\$1,800,000 to earn an aggregate 25% joint venture interest.
- Year 2: The Korean participants to fund A\$2,000,000 to earn a further 15% joint venture interest in aggregate (to a cumulative total of 40%)



- Year 3: The Korean Participants to fund A\$2,200,000 to earn a further 10% joint venture interest (to a cumulative total of 50%)

In valuing the Marree Joint Venture, Ravensgate has elected to apply the Joint Venture Terms valuation method. We have used a nominal 12.5% discount rate and applied a range of probabilities from 0 to 1 to the uncommitted expenditure portion of the transaction (Years 2 and 3). This range reflects the fact that the joint venture is still at an early stage, with significant expenditure required to satisfy the terms of the agreement.

Application of these parameters derives a range of provisional values from \$3.79M to \$11.71M for 100% of the Marree Joint Venture, within which we have selected a preferred provisional value of \$7.75M, towards the middle of this range, to reflect the reasonable level of confidence that the 'Korean Consortium' will meet its expenditure commitments.

In valuing the remaining exploration potential associated with the Lake Frome Project, Ravensgate have elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located uranium exploration projects with potential for palaeochannel and sandstone-hosted mineralisation generally lies in the range \$500/km² to \$1,500/km², which relates to approximately \$1.60M to \$4.79M for the granted permits (3195km²). While Ravensgate considers the remaining subprojects of the Lake Frome Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$1.60M towards the lower end of this range, reflecting the current lack of market support for early-stage uranium exploration projects.

Ravensgate derives a range of values for a 100% interest in the Lake Frome Project from \$5.39M to \$16.5M, within which range we have determined a preferred provisional value of \$9.35M.

3.3.6 *Beadell Project*

The Beadell Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Beadell Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions summarised in Section 3.3.1 indicates that the implied value of strategically located precious and base metals exploration projects in Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$0.18M to \$0.70M for the granted permits (70km²). While Ravensgate considers the Beadell Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$0.18M towards the lower end of this range, reflecting the current lack of market support for exploration projects.

3.3.7 *Bardoc Tectonic Zone Project*

The Bardoc Tectonic Zone Project can be classified as an Advanced Exploration Project. Having considered the various methods used in the valuation of the project, Ravensgate has elected to apply the In-situ or Yardstick method of valuing the Mineral Resources associated with the project (Grafters Deposit), and the Comparable Transactions method to value the remaining exploration potential of project.

The Mineral Resources associated with Bardoc Tectonic Zone Project includes the Inferred Resource defined at the Grafters Deposit which totals some 29,600oz of gold.

Discounting the implied value of the contained gold to a range from 2% to 4.5%, results in a valuation range for a 100% interest in the Mineral Resources associated with the Grafters Deposit of between \$0.82M and \$1.85M using a spot gold price of A\$1,392/oz (4/3/2009). Ravensgate has elected to assign a preferred value of \$0.82M at the lower end of this range to reflect the work required to convert this Resource into a Reserve, and the relatively small size of the resource.

In valuing the exploration potential associated with the Bardoc Tectonic Zone Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located gold exploration projects in Western Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$0.07M to \$0.27M for the granted permits (27.4km²). While Ravensgate considers the Bardoc Tectonic Zone Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$0.07M towards the lower end of this range, reflecting the current lack of market support for exploration projects.

A summary of the provisional valuations derived for a 100% interest in the Bardoc Tectonic Zone Project Mineral Resources and exploration potential is provided in the table below.

Bardoc Tectonic Zone Project			
Valuation Summary			
Asset	Provisional Valuations		
	Low \$M	High \$M	Preferred \$M
Mineral Resources (Grafters)	0.82	1.85	0.82
Exploration Potential	0.07	0.27	0.07
Total	0.89	2.13	0.89

* Note: Totals may not add up due to rounding error

Ravensgate derives a range of values for a 100% interest in the Bardoc Tectonic Zone Project from \$0.89M to \$2.13M, within which range we have determined a preferred provisional value of \$0.89M.

3.3.8 Mt Elvire Project

The Mt Elvire Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Mt Elvire Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions summarised in Section 3.3.1 indicates that the implied value of strategically located gold exploration projects in Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$0.3M to \$1.20M for the granted permits (120km²). Ravensgate have elected to assign a preferred value of \$0.60M towards the middle of this range. While the Mt Elvire Project is at an early stage of development, in selecting the preferred value Ravensgate acknowledges the projects potential for gold and iron ore, and has also taken into account the projects proximity to Portman Mining Ltd's Mt Jackson and Windarling operations.

3.3.9 Bungalbin Project

The Bungalbin Project can be classified as an Exploration Area. In valuing the exploration potential associated with the Bungalbin Project, Ravensgate has elected to apply the Comparative Transaction Method. Ravensgate's analysis of the market transactions indicates that the implied value of strategically located gold exploration projects in Australia generally lies in the range \$2,500/km² to \$10,000/km², which relates to approximately \$1.28M to \$5.11M for the granted permits (511km²). While Ravensgate considers the Bungalbin Project sufficiently prospective to warrant further exploration, we have elected to assign a preferred value of \$1.41M towards the lower end of this range, reflecting the current lack of market support for exploration projects.



3.4 Material Agreements

3.4.1 Jackson Mineral Assets

The provisional project valuations reflect a 100% interest in each of the project assets in accordance with the Valmin Code. The provisional values therefore need to be adjusted to reflect Jackson's deemed equity interest in the assets where appropriate.

The material agreements and relevant ownership interests pertaining to the Jackson's projects are detailed in Section 2 of this report, and summarised in the table below.

Jackson Minerals Ltd Deemed Equity Interest Summary		
Project	Mineral Asset	Jackson Deemed Equity Interest (%)
Boolaloo	Exploration Potential	100%
KRNP	Exploration Potential	100%
KRGF	Exploration Potential	70-100%
	Mineral Resource (Crossroads)	25%
Rio Colorado	Exploration Potential	51%
Las Marias	Exploration Potential	100%
Peak Hill	Exploration Potential	20%
Northcote	Exploration Potential & Mineral Resource	15%
Wallbrook Royalty	Production Royalty & Share Payment	100%

Ravensgate is not aware, nor have we been made aware, of any other agreements that have a material influence on the provisional valuations of the Jackson mineral assets, and on this basis no further adjustments are necessary.

3.4.2 Scimitar Mineral Assets

The provisional project valuations reflect a 100% interest in each of the project assets in accordance with the Valmin Code. The provisional values therefore need to be adjusted to reflect Scimitar's deemed equity interest in the assets where appropriate.

The material agreements and relevant ownership interests pertaining to the Scimitar's projects are detailed in Section 2 of this report, and summarised in the table below.

Scimitar Resources Ltd Deemed Equity Interest Summary		
Project	Mineral Asset	Scimitar Deemed Equity Interest (%)
Yanrey	Exploration Potential	70-100%
	Mineral Resource (Bennet Well)	100%
Amadeus	Exploration Potential	100%
Eclipse	Exploration Potential	100%
Adelaide River	Exploration Potential	100%
Lake Frome	Exploration Potential	100%
	Exploration Potential (Marree)	50%
Bungalbin	Exploration Potential	100%
Elvire	Exploration Potential	100%
Bardoc	Exploration Potential	65-100%
	Mineral Resource (Grafters)	100%
Beadell	Exploration Potential	80%

Ravensgate is not aware, nor have we been made aware, of any other agreements that have a material influence on the provisional valuations of the Scimitar's mineral assets, and on this basis no further adjustments are necessary.



3.5 Valuation Summary

3.5.1 Jackson Mineral Assets

A summary of the Jackson mineral asset valuations is provided in the table below. These valuations reflect Jackson's deemed equity interest in the various mineral assets. The applicable valuation date is 4th March 2009.

Jackson Minerals Ltd Mineral Assets Technical Valuation Summary					
Project	Asset	Jackson Equity Interest	Valuation		
			Low \$M	High \$M	Preferred \$M
Boolaloo	Exploration Potential	100%	0.58	1.50	0.81
KRNP	Exploration Potential	100%	0.51	5.11	0.61
KRGF	Exploration Potential	70-100%	0.63	2.50	0.80
	Mineral Resource (Crossroads)	25%	0.51	1.14	0.89
Rio Colorado	Exploration Potential	51%	0.54	4.78	0.93
Las Marias	Exploration Potential	100%	0.05	0.47	0.15
Peak Hill	Exploration Potential	20%	0.54	2.18	0.54
Northcote	Exploration Potential & Mineral Resource	15%	1.11	2.75	1.11
Wallbrook Royalty	Production Royalty & Share Payment	100%	1.04	2.08	1.56
Total*			5.51	22.5	7.41

* Note: Totals may not add up due to rounding error

The value of Jackson Minerals Ltd's equity interest in the various mineral assets is considered to lie in a range from \$5.51M to \$22.5M, within which range we have selected a preferred value of \$7.41M.

3.5.2 Scimitar Mineral Assets

A summary of the Scimitar mineral asset valuations is provided in the table below. These valuations reflect Scimitar's deemed equity interest in the various mineral assets. The applicable valuation date is 4th March 2009.

Scimitar Resources Ltd Mineral Assets Technical Valuation Summary					
Project	Asset	Jackson Equity Interest	Valuation		
			Low \$M	High \$M	Preferred \$M
Yanrey	Mineral Resource	100%	6.43	14.5	12.8
	Exploration Potential	70-100%	0.80	4.79	2.39
Amadeus	Exploration Potential	100%	1.27	3.80	1.27
Eclipse	Exploration Potential	100%	1.45	4.36	1.45
Adelaide River	Exploration Potential	100%	0.09	0.28	0.09
Lake Frome	Exploration Potential (Marree JV)	50%	1.90	5.86	3.88
	Exploration Potential (Other projects)	100%	1.60	4.79	1.60
Bungalbin	Exploration Potential	100%	1.28	5.11	1.41
Elvire	Exploration Potential	100%	0.30	1.20	0.60
Bardoc	Mineral Resource	100%	0.82	1.85	0.82
	Exploration Potential	65-100%	0.05	0.19	0.05
Beadell	Exploration Potential	80%	0.14	0.56	0.14
Total*			16.1	47.3	26.5

* Note: Totals may not add up due to rounding error

The value of Scimitar Resources Ltd's equity interest in the various mineral assets is considered to lie in a range from \$16.1M to \$47.3M, within which range we have selected a preferred value of \$26.5M.

Appendix 1 - Jackson Minerals Ltd Tenement Details

TID	TSTATUS	MANAGER	PROJECT	HOLDER1	SHARES1	HOLDER2	SHARES2	AUNIT	CURAREA	GRDATE	EXPDATE
M27/0037	LIVE	BARR	PDAP-GOLDEN VALLEY	BAKO	96			HA	586	16-Mar-87	15-Mar-29
M27/0053	LIVE	LIBA	PDAP-GOLDEN VALLEY	BAKO	100			HA	485	10-Apr-87	09-Apr-29
M27/0092	LIVE	BARR	CHECK	BAKO	96			HA	973	14-Mar-88	13-Mar-09
M27/0123	LIVE	BARR	PDAP-GOLDEN VALLEY	BAKO	96			HA	995	10-Oct-89	09-Oct-10
M27/0128	LIVE	BARR	PDAP-GOLDEN VALLEY	BAKO	100			HA	13	24-Apr-89	23-Apr-10
M27/0191	LIVE	LIBA	PDAP-GOLDEN VALLEY	BAKO	100			HA	728	07-Dec-94	06-Dec-15
E27/0227	LIVE	LIBA	PDAP-REIDY SWAMP	DEGE	100			SB	1	20-Dec-05	19-Dec-10
M27/0338	PENDING	LIBA	PDAP-MULGARRIE	DEGE	100			HA	4		
M27/0339	PENDING	LIBA	PDAP-MULGARRIE	DEGE	100			HA	778		
M27/0340	PENDING	LIBA	PDAP-MULGARRIE	DEGE	100			HA	705		
E51/1033	LIVE	EAGL	HEINES FIND	EAGL	80	JAGO	20	SB	53	22-Sep-05	21-Sep-10
E51/1060	LIVE	EAGL	PEAK HILL?	EAGL	80	JAGO	20	SB	2	20-Jul-05	19-Jul-10
E52/1613	LIVE	EAGL	HEINES FIND	EAGL	80	JAGO	20	SB	61	29-Mar-06	28-Mar-11
E52/1655	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	SB	8	23-Feb-04	22-Feb-09
E52/1659	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	SB	13	27-Jan-04	26-Jan-09
E52/1668	LIVE	EAGL	PEAK HILL	EAGL	80	JAGO	20	SB	56	23-Feb-04	22-Feb-09
E52/1670	LIVE	EAGL	PEAK HILL	EAGL	80	JAGO	20	SB	9	23-Nov-04	22-Nov-09
E52/1671	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	SB	61	23-Nov-04	22-Nov-09
E52/1672	LIVE	EAGL	HEINES FIND	EAGL	80	JAGO	20	SB	35	22-Sep-05	21-Sep-10
E52/1678	LIVE	EAGL	PEAK HILL	EAGL	80	JAGO	20	SB	12	23-Feb-04	22-Feb-09
E52/1722	LIVE	EAGL	PEAK HILL	EAGL	80	JAGO	20	SB	8	28-Feb-05	27-Feb-10
E52/1730	LIVE	EAGL	PEAK HILL?	EAGL	80	JAGO	20	SB	13	01-Dec-04	30-Nov-09
P52/1167	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	HA	112	03-Jan-07	02-Jan-11
P52/1168	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	HA	174	03-Jan-07	02-Jan-11
P52/1169	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	HA	56	03-Jan-07	02-Jan-11
P52/1170	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	HA	193	03-Jan-07	02-Jan-11
P52/1171	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	HA	175	03-Jan-07	02-Jan-11
P52/1172	LIVE	EAGL	MILGUN	EAGL	80	JAGO	20	HA	178	03-Jan-07	02-Jan-11
M52/0861	PENDING	EAGL	MILGUN	GLEA	80	JAGO	20	HA	248		
M52/0862	PENDING	EAGL	MILGUN	GLEA	80	JAGO	20	HA	222		
P52/1194	PENDING	EAGL	MILGUN	GLEA	80	JAGO	20	HA	192		
P52/1195	PENDING	EAGL	MILGUN	GLEA	80	JAGO	20	HA	140		
P52/1196	PENDING	EAGL	MILGUN	GLEA	80	JAGO	20	HA	82		
P31/1927	LIVE	*JAGO	STOPHANIS WELL	GMEX	100			HA	144	17-Sep-08	16-Sep-12
P31/1928	LIVE	*JAGO	STOPHANIS WELL	GMEX	100			HA	142	17-Sep-08	16-Sep-12
P31/1929	LIVE	*JAGO	STOPHANIS WELL	GMEX	100			HA	129	17-Sep-08	16-Sep-12
P31/1930	LIVE	*JAGO	STOPHANIS WELL	GMEX	50	MEDG	50	HA	186	12-Aug-08	11-Aug-12
P31/1931	LIVE	*JAGO	STOPHANIS WELL	GMEX	50	MEDG	50	HA	179	12-Aug-08	11-Aug-12
EPM 9869	LIVE	REGL	NORTHCOTE	HAML	100			SB	25	22-Dec-93	21-Dec-08
E26/0124	LIVE	*JAGO	GIDJI	HERO	100			SB	21	23-Apr-08	22-Apr-13
M27/0272	PENDING	LIBA	PDAP-KMC	HERO	100			HA	202		
P24/4147	PENDING	*JAGO	GIDJI	HERO	100			HA	19		
P26/3360	LIVE	*JAGO	FIVE MILE HILL	HERO	100			HA	90	12-Jun-07	11-Jun-11
P26/3361	LIVE	*JAGO	FIVE MILE HILL	HERO	100			HA	18	12-Jun-07	11-Jun-11
P26/3362	LIVE	*JAGO	FIVE MILE HILL	HERO	100			HA	140	12-Jun-07	11-Jun-11
P26/3481	LIVE	*JAGO	GIDJI	HERO	100			HA	156	23-Apr-08	22-Apr-12
P26/3493	LIVE	*JAGO	5 MILE - REVERSION	HERO	100			HA	155	23-Jan-08	22-Jan-12
P26/3494	LIVE	*JAGO	5 MILE - REVERSION	HERO	100			HA	151	23-Jan-08	22-Jan-12
P26/3495	LIVE	*JAGO	5 MILE - REVERSION	HERO	100			HA	200	23-Jan-08	22-Jan-12
P26/3496	LIVE	*JAGO	5 MILE - REVERSION	HERO	100			HA	200	23-Jan-08	22-Jan-12
P26/3572	LIVE	*JAGO	KAL NORTH	HERO	100			HA	160	23-Jan-08	22-Jan-12
E08/1605	LIVE	*JAGO	BOOLALOO	JAGO	100			SB	70	28-Jul-06	27-Jul-11
E08/1615	LIVE	*JAGO	BOOLALOO	JAGO	100			SB	70	18-Jul-07	17-Jul-12
E08/1702	LIVE	*JAGO	BOOLALOO	JAGO	100			SB	200	02-Jul-07	01-Jul-12
E08/1703	LIVE	*JAGO	BOOLALOO	JAGO	100			SB	200	02-Jul-07	01-Jul-12
E08/1756	LIVE	*JAGO	BOOLALOO	JAGO	100			SB	15	19-Jun-08	18-Jun-13
E08/1867	PENDING	*JAGO	BOOLALOO	JAGO	100			SB	18		
E24/0112	LIVE	*JAGO	GIDJI	JAGO	80	MURC	20	SB	14	15-Sep-05	14-Sep-10
E24/0145	PENDING	*JAGO	MULGARRIE	JAGO	100			SB	7		
E24/0151	PENDING	*JAGO	GIDJI	JAGO	80	MURC	20	SB	14		
E27/0331	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			SB	10	07-Feb-07	06-Feb-12
E27/0332	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			SB	14	20-Sep-07	19-Sep-12
E28/1319	LIVE	*JAGO	BARRICK - YINDI	JAGO	100			SB	7	02-May-08	01-May-13
E28/1417	LIVE	*JAGO	BARRICK - YINDI	JAGO	100			SB	7	11-Apr-06	10-Apr-11
E28/1493	LIVE	*JAGO	BARRICK - YINDI	JAGO	100			SB	3	18-Jul-05	17-Jul-10
E28/1536	LIVE	*JAGO	BARRICK - YINDI	JAGO	100			SB	13	09-Jun-06	08-Jun-11
E28/1609	LIVE	*JAGO	YINDI NTH	JAGO	100			SB	15	07-Nov-06	06-Nov-11
E28/1648	LIVE	*JAGO	YINDI STH	JAGO	100			SB	8	30-Mar-07	29-Mar-12
E28/1734	LIVE	*JAGO	YINDI	JAGO	100			SB	2	22-Aug-08	21-Aug-13
E31/0611	LIVE	*JAGO	ONE TREE	JAGO	100			SB	1	01-Feb-06	31-Jan-11
E31/0633	LIVE	*JAGO	JUNGLE DAM	JAGO	100			SB	1	23-Dec-05	22-Dec-10
E31/0641	LIVE	*JAGO	YILGANI	JAGO	100			SB	1	16-Nov-07	15-Nov-12
E31/0652	LIVE	*JAGO	YILGANI	JAGO	100			SB	3	21-Dec-05	20-Dec-10
E31/0658	LIVE	*JAGO	STOPHANIS WELL	JAGO	100			SB	15	14-Aug-06	13-Aug-11
E31/0672	LIVE	*JAGO	ONE TREE	JAGO	100			SB	2	01-Feb-06	31-Jan-11
E31/0703	LIVE	*JAGO	YILGANI	JAGO	90	CAPE	10	SB	5	12-Apr-06	11-Apr-11
E31/0711	LIVE	*JAGO	STOPHANIS WELL	JAGO	100			SB	2	30-Aug-06	29-Aug-11
E31/0717	LIVE	*JAGO	WALLBROOK	JAGO	100			SB	30	07-Feb-08	06-Feb-13
E31/0718	LIVE	*JAGO	ONE TREE	JAGO	100			SB	5	08-Feb-07	07-Feb-12
E31/0719	LIVE	*JAGO	WALLBROOK	JAGO	100			SB	13	07-Feb-08	06-Feb-13
E31/0723	PENDING	*JAGO	EDJUDINA	JAGO	100			SB	18		
E31/0728	PENDING	*JAGO	PATRICIA	JAGO	100			SB	9		

TID	TSTATUS	MANAGER	PROJECT	HOLDER1	SHARES1	HOLDER2	SHARES2	AUNIT	CURAREA	GRTDATE	EXPDATE
E70/2997	PENDING	*JAGO	BODDINGTON	JAGO	100			SB	195		
E70/2998	PENDING	*JAGO	BODDINGTON	JAGO	100			SB	195		
E70/2999	PENDING	*JAGO	BODDINGTON	JAGO	100			SB	161		
EPM 13848	LIVE	REGL	NORTHCOTE	JAGO	100			SB	15	24-Jun-03	23-Jun-08
M24/0462	LIVE	*JABA	CLAYPAN DAM	JAGO	80	YAMG	20	HA	266	24-Nov-03	23-Nov-24
M24/0640	PENDING	*JAGO	CLAYPAN DAM	JAGO	80	YAMG	20	HA	797		
M24/0930	PENDING	*JAGO	GIDGI	JAGO	80	MURC	20	HA	951		
M24/0931	PENDING	*JAGO	GIDGI	JAGO	80	MURC	20	HA	928		
M26/0812	PENDING	*JAGO	KAL NORTH	JAGO	80	MURC	20	HA	633		
M27/0202	LIVE	*JAGO	CLAYPAN DAM	JAGO	80	YAMG	20	HA	784	06-Dec-94	05-Dec-15
M31/0426	PENDING	*JAGO	RAINBOW	JAGO	100			HA	29		
M31/0427	PENDING	*JAGO	YILGANGI	JAGO	90	CAPE	10	HA	91		
P24/3274	LIVE	*JAGO	CLAYPAN DAM	JAGO	80	YAMG	20	HA	1	21-Mar-94	
P24/3751	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	200	09-Oct-06	08-Oct-10
P24/3836	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	186	28-Feb-06	27-Feb-10
P24/3837	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	196	28-Feb-06	27-Feb-10
P24/3838	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	189	28-Feb-06	27-Feb-10
P24/3839	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	180	28-Feb-06	27-Feb-10
P24/3840	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	175	28-Feb-06	27-Feb-10
P24/3936	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	45	28-Feb-06	27-Feb-10
P24/4017	LIVE	*JAGO	CLAYPAN NORTH	JAGO	100			HA	180	04-Apr-07	03-Apr-11
P24/4018	LIVE	*JAGO	CLAYPAN JAK	JAGO	100			HA	131	04-Apr-07	03-Apr-11
P24/4019	LIVE	*JAGO	CLAYPAN JAK	JAGO	100			HA	200	04-Apr-07	03-Apr-11
P24/4146	PENDING	*JAGO	GIDJI	JAGO	80	MURC	20	HA	106		
P24/4149	PENDING	*JAGO	GIDJI	JAGO	80	MURC	20	HA	9		
P26/3104	LIVE	*JAGO	GIDJI	JAGO	80	MURC	20	HA	122	28-Feb-06	27-Feb-10
P26/3105	LIVE	*JAGO	GIDJI	JAGO	80	MURC	20	HA	121	28-Feb-06	27-Feb-10
P26/3106	LIVE	*JAGO	GIDJI	JAGO	80	MURC	20	HA	112	28-Feb-06	27-Feb-10
P26/3150	LIVE	*JAGO	TEN MILE WELL	JAGO	90	CAZR	10	HA	8	14-Jun-06	13-Jun-10
P26/3329	LIVE	*JAGO	GIDJI	JAGO	100			HA	102	20-Sep-07	19-Sep-11
P26/3330	LIVE	*JAGO	GIDGI	JAGO	100			HA	117	20-Sep-07	19-Sep-11
P26/3369	LIVE	*JAGO	TEN MILE HILL	JAGO	90	CAZR	10	HA	195	20-Apr-07	19-Apr-11
P26/3591	PENDING	*JAGO	KAL NORTH REVERSION	JAGO	80	MURC	20	HA	133		
P26/3592	PENDING	*JAGO	KAL NORTH REVERSION	JAGO	80	MURC	20	HA	111		
P26/3593	PENDING	*JAGO	KAL NORTH REVERSION	JAGO	80	MURC	20	HA	127		
P26/3594	PENDING	*JAGO	KAL NORTH REVERSION	JAGO	80	MURC	20	HA	117		
P26/3595	PENDING	*JAGO	KAL NORTH REVERSION	JAGO	80	MURC	20	HA	146		
P27/1582	LIVE	*JAGO	TEN MILE WELL	JAGO	90	CAZR	10	HA	170	21-Jun-06	20-Jun-10
P27/1642	LIVE	*JAGO	FOUR MILE HILL	JAGO	100			HA	156	21-Jun-06	20-Jun-10
P27/1656	LIVE	*JAGO	FIVE MILE	JAGO	100			HA	190	21-Jun-06	20-Jun-10
P27/1657	LIVE	*JAGO	FIVE MILE	JAGO	100			HA	138	14-May-07	13-May-11
P27/1658	LIVE	*JAGO	FIVE MILE	JAGO	100			HA	165	14-May-07	13-May-11
P27/1659	LIVE	*JAGO	FIVE MILE	JAGO	100			HA	123	14-May-07	13-May-11
P27/1660	LIVE	*JAGO	FIVE MILE	JAGO	100			HA	195	14-May-07	13-May-11
P27/1682	LIVE	*JAGO	TEN MILE HILL	JAGO	90	CAZR	10	HA	182	20-Apr-07	19-Apr-11
P27/1683	LIVE	*JAGO	GORDONS	JAGO	100			HA	172	20-Apr-07	19-Apr-11
P27/1684	LIVE	*JAGO	GORDONS	JAGO	100			HA	88	20-Apr-07	19-Apr-11
P27/1685	LIVE	*JAGO	GORDONS	JAGO	100			HA	177	20-Apr-07	19-Apr-11
P27/1686	LIVE	*JAGO	CLAYPAN EAST	JAGO	90	WEST	10	HA	166	04-Apr-07	03-Apr-11
P27/1687	LIVE	*JAGO	CLAYPAN EAST	JAGO	90	WEST	10	HA	89	04-Apr-07	03-Apr-11
P27/1688	LIVE	*JAGO	TEN MILE WELL	JAGO	90	CAZR	10	HA	153	04-Apr-07	03-Apr-11
P27/1743	PENDING	*JAGO	GIDJI	JAGO	80	MURC	20	HA	38		
P31/1598	LIVE	*JAGO	YILGANGI	JAGO	96			HA	29	01-Dec-03	
P31/1744	LIVE	*JAGO	PORPHYRY	JAGO	100			HA	168	19-Feb-07	18-Feb-11
P31/1745	LIVE	*JAGO	PORPHYRY	JAGO	100			HA	192	19-Feb-07	18-Feb-11
P31/1746	LIVE	*JAGO	YILGANGI	JAGO	90	CAZR	10	HA	200	23-Mar-07	22-Mar-11
P31/1747	LIVE	*JAGO	ONE TREE	JAGO	100			HA	61	19-Feb-07	18-Feb-11
P31/1748	LIVE	SARA	SARA WALLBROOK	JAGO	100			HA	41	19-Feb-07	18-Feb-11
P31/1972	PENDING	*JAGO	STOPHANIS WELL	JAGO	100			HA	171		
E27/0079	LIVE	LIBA	PDAP-REIDY SWAMP	KANO	96			HA	2976	19-Jan-92	
E27/0099	LIVE	BARR	PDAP-MULGARRIE	KANO	100			SB	11	30-Jun-93	
E27/0191	LIVE	LIBA	PDAP-REIDY SWAMP	KANO	100			SB	41	19-Jun-01	
E27/0360	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			SB	7		
E27/0362	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			SB	41		
M27/0038	LIVE	BARR	PDAP-MULGARRIE	KANO	100		0	HA	110	16-Dec-86	15-Dec-28
M27/0102	LIVE	LIBA	PDAP-GORDON	KANO	100			HA	800	22-May-89	21-May-10
M27/0127	LIVE	BARR	PDAP-KMC	KANO	100			HA	746	24-Apr-89	23-Apr-10
M27/0133	LIVE	LIBA	PDAP-KMC	KANO	100			HA	543	22-Dec-89	21-Dec-10
M27/0149	LIVE	BARR	PDAP-MULGARRIE	KANO	100			HA	45	29-May-90	28-May-11
M27/0171	LIVE	BARR	PDAP-MULGARRIE	KANO	100			HA	114	07-Nov-94	06-Nov-15
M27/0178	LIVE	BARR	PDAP-MULGARRIE	KANO	100			HA	7	29-Dec-93	28-Dec-14
M27/0182	LIVE	LIBA	PDAP-4 MILE HILL	KANO	96			HA	870	11-Apr-94	10-Apr-15
M27/0185	LIVE	BARR	PDAP-MULGARRIE	KANO	100			HA	825	18-Jan-95	17-Jan-16
M27/0219	PENDING	LIBA	PDAP-4 MILE HILL	KANO	96			HA	1000		
M27/0228	PENDING	LIBA	PDAP-4 MILE HILL	KANO	96			HA	977		
M27/0310	PENDING	LIBA	PDAP-GORDON	KANO	96			HA	910		
M27/0312	PENDING	LIBA	PDAP-GORDON	KANO	96			HA	707		
M27/0313	PENDING	LIBA	PDAP-GORDON	KANO	96			HA	1000		
M27/0314	PENDING	LIBA	PDAP-GORDON	KANO	96			HA	960		
M27/0374	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	1000		
M27/0375	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	999		
M27/0376	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	977		
M27/0385	PENDING	LIBA	PDAP-ALLEN WEST	KANO	100			HA	200		
M27/0406	PENDING	LIBA	PDAP-KMC	KANO	100			HA	3		
M27/0435	PENDING	BARR	PDAP-MULGARRIE	KANO	100			HA	297		
M27/0436	PENDING	BARR	PDAP-MULGARRIE	KANO	100			HA	634		
M27/0437	PENDING	BARR	PDAP-MULGARRIE	KANO	100			HA	746		
M27/0441	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	843		

TID	TSTATUS	MANAGER	PROJECT	HOLDER1	SHARES1	HOLDER2	SHARES2	AUNIT	CURAREA	GRDATE	EXPDATE
M27/0442	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	960		
M27/0443	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	825		
M27/0444	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	583		
M27/0449	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	999		
M27/0450	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	1000		
M27/0451	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	1000		
M27/0452	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	955		
M27/0453	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	375		
M27/0454	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	776		
P27/1126	LIVE	LIBA	PDAP-4 MILE HILL	KANO	96			HA	34	30-Jan-91	
P27/1127	LIVE	LIBA	PDAP-4 MILE HILL	KANO	96			HA	76	30-Jan-91	
P27/1128	LIVE	LIBA	PDAP-4 MILE HILL	KANO	96			HA	121	30-Jan-91	
P27/1132	LIVE	LIBA	PDAP-FOUR MILE HILL	KANO	96			HA	130	30-Jan-91	
P27/1133	LIVE	LIBA	PDAP-FOUR MILE HILL	KANO	96			HA	121	30-Jan-91	
P27/1134	LIVE	LIBA	PDAP-FOUR MILE HILL	KANO	96			HA	57	01-May-91	
P27/1155	LIVE	LIBA	PDAP-FOUR MILE HILL	KANO	96			HA	185	30-Jan-91	
P27/1274	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	192	30-Jul-93	
P27/1275	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	144	30-Jul-93	
P27/1277	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	84	30-Jul-93	
P27/1278	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	108	30-Jul-93	
P27/1279	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	153	30-Jul-93	
P27/1280	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	189	30-Jul-93	
P27/1285	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	175	30-Jul-93	
P27/1288	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	86	30-Jul-93	
P27/1294	LIVE	LIBA	PDAP-GORDON	KANO	96			HA	179	30-Jul-93	
P27/1382	LIVE	LIBA	PDAP-ALLEN WEST	KANO	100			HA	200	24-Nov-95	
P27/1440	LIVE	LIBA	PDAP-KMC	KANO	100			HA	3	11-Feb-97	
P27/1864	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	192		
P27/1865	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	144		
P27/1866	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	84		
P27/1867	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	108		
P27/1868	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	153		
P27/1869	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	189		
P27/1870	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	175		
P27/1871	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	86		
P27/1872	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	179		
P27/1873	PENDING	LIBA	PDAP-ALLEN WEST	KANO	100			HA	200		
P27/1875	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	154		
P27/1876	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	74		
P27/1878	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	183		
P27/1880	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	154		
P27/1881	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	163		
P27/1882	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	113		
P27/1885	LIVE	LIBA	PDAP-4 MILE HILL	KANO	96			HA	152	15-Aug-08	14-Aug-12
P27/1886	LIVE	LIBA	PDAP-4 MILE HILL	KANO	96			HA	178	15-Aug-08	14-Aug-12
P27/1897	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	171		
P27/1898	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	163		
P27/1899	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	153		
P27/1900	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	150		
P27/1901	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	188		
P27/1902	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	112		
P27/1903	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	199		
P27/1904	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	190		
P27/1905	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	137		
P27/1906	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	142		
P27/1907	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	155		
P27/1908	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	160		
P27/1909	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	167		
P27/1910	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	192		
P27/1911	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	191		
P27/1912	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	157		
P27/1913	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	195		
P27/1914	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	147		
P27/1915	PENDING	LIBA	PDAP-GORDON	KANO	100			HA	190		
P27/1916	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	200		
P27/1917	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	142		
P27/1918	PENDING	LIBA	PDAP-REIDY SWAMP	KANO	100			HA	148		
M24/0101	LIVE	BARR	PDAP-PADDINGTON	KUND	96			HA	865	17-Sep-87	16-Sep-29
M24/0239	LIVE	BARR	PDAP-MULGARRIE	KUND	100			HA	890	21-Sep-88	20-Sep-09
M24/0240	LIVE	BARR	PDAP-PADDINGTON	KUND	100			HA	641	21-Sep-88	20-Sep-09
M24/0497	LIVE	BARR	PDAP-PADDINGTON	KUND	100			HA	47	21-May-99	20-May-20
E31/0341	LIVE	*JAGO	YERRILLA	LEME	100			SB	7	27-Mar-98	
E31/0759	LIVE	*JAGO	YERRILLA	LEME	100			SB	12	24-Jun-08	23-Jun-13
M31/0107	LIVE	*JAGO	YERRILLA	LEME	10000			HA	457	22-Aug-91	21-Aug-12
M31/0229	PENDING	*JAGO	YERRILLA	LEME	100			HA	78		
M31/0230	PENDING	*JAGO	YERRILLA	LEME	100			HA	629		
E27/0343	LIVE	*JAGO	GIDJI	MURC	100			SB	3	07-Apr-08	06-Apr-13
P26/3077	LIVE	*JAGO	KAL NORTH	MURC	20	JAGO	80	HA	134	17-Dec-04	
P26/3078	LIVE	*JAGO	KAL NORTH	MURC	20	JAGO	80	HA	127	17-Dec-04	
P26/3079	LIVE	*JAGO	KAL NORTH	MURC	20	JAGO	80	HA	111	17-Dec-04	
P26/3080	LIVE	*JAGO	KAL NORTH	MURC	20	JAGO	80	HA	146	17-Dec-04	
P26/3081	LIVE	*JAGO	KAL NORTH	MURC	20	JAGO	80	HA	117	17-Dec-04	
P26/3186	LIVE	*JAGO	KAL NORTH	MURC	100			HA	199	24-Aug-06	23-Aug-10
P26/3187	LIVE	*JAGO	KAL NORTH	MURC	100			HA	193	24-Aug-06	23-Aug-10
M24/0502	LIVE	LION	PDAP-WEST LAKE	PADG	100			HA	363	06-Jun-07	05-Jun-28
E27/0192	LIVE	LIBA	PDAP-REIDY SWAMP	PEKO	100			SB	12	01-Sep-06	31-Aug-11
M27/0246	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	1000		
M27/0247	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	1000		

TID	TSTATUS	MANAGER	PROJECT	HOLDER1	SHARES1	HOLDER2	SHARES2	AUNIT	CURAREA	GRDATE	EXPDATE
M27/0250	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	352		
M27/0251	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	240		
M27/0256	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	186		
P27/1861	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	188		
P27/1892	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	130		
P27/1893	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	154		
P27/1894	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	155		
P27/1895	PENDING	LIBA	PDAP-REIDY SWAMP	PEKO	96			HA	154		
E31/0757	LIVE	SARA	WESTBROOK	QUAN	100			SB	2	03-Jul-08	02-Jul-13
P26/3094	LIVE	*JAGO	KAL NORTH	QUAN	100			HA	173	13-Mar-06	12-Mar-10
P26/3095	LIVE	*JAGO	KAL NORTH	QUAN	100			HA	85	19-Jul-07	18-Jul-11
P26/3096	LIVE	*JAGO	KAL NORTH	QUAN	100			HA	193	19-Jul-07	18-Jul-11
P26/3101	LIVE	*JAGO	KAL NORTH	QUAN	100			HA	192	28-Feb-06	27-Feb-10
P26/3363	LIVE	*JAGO	FIVE MILE HILL	QUAN	100			HA	189	04-Apr-07	03-Apr-11
P26/3364	LIVE	*JAGO	FIVE MILE HILL	QUAN	100			HA	166	04-Apr-07	03-Apr-11
P26/3365	LIVE	*JAGO	FIVE MILE HILL	QUAN	100			HA	200	04-Apr-07	03-Apr-11
P26/3366	LIVE	*JAGO	FIVE MILE HILL	QUAN	100			HA	200	04-Apr-07	03-Apr-11
P26/3367	LIVE	*JAGO	FIVE MILE HILL	QUAN	100			HA	169	04-Apr-07	03-Apr-11
P26/3368	LIVE	*JAGO	FIVE MILE HILL	QUAN	100			HA	56	04-Apr-07	03-Apr-11
E167/2006	PENDING	*JAGO	SA-TALLARINGA	SAMP	100			KM	510		
E263/2007	PENDING	*JAGO	SA-HORSE WELL	SAMP	50	JAGO	50	KM	118		
E264/2007	PENDING	*JAGO	SA-KERSBROOK	SAMP	50	JAGO	50	KM	72		
EL44/2006	PENDING	*JAGO	SA-ADELAIDE	SAMP	100			KM	54		
E28/1747	LIVE	SARA	SARA RELIEF WELL	SARA	100			SB	22	04-Jul-08	03-Jul-13
E31/0645	LIVE	SARA	SARA PORPHYRY	SARA	90	MAIN	10	SB	3	19-Apr-06	18-Apr-11
E31/0716	LIVE	SARA	MULGABBIE	SARA	100			SB	27	01-Feb-08	31-Jan-13
E31/0793	LIVE	SARA	SARA WALLBROOK	SARA	100			SB	17	11-Sep-08	10-Sep-13
M28/0245	LIVE	SARA	SARA MULGABBIE	SARA	100			HA	100	12-Aug-08	11-Aug-29
M28/0287	PENDING	SARA	SARA MULGABBIE	SARA	100			HA	284		
M28/0306	PENDING	SARA	SARA MULGABBIE	SARA	100			HA	23		
M28/0313	PENDING	SARA	SARA MULGABBIE	SARA	100			HA	24		
M31/0172	LIVE	SARA	SARA WALLBROOK	SARA	100		0	HA	243	07-Jan-08	06-Jan-29
M31/0188	LIVE	SARA	SARA WALLBROOK	SARA	100			HA	395	07-Jan-08	06-Jan-29
M31/0231	LIVE	SARA	SARA WALLBROOK	SARA	100			HA	875	07-Jan-08	06-Jan-29
M31/0232	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	24		
M31/0344	PENDING	SARA	SARA MULGABBIE	SARA	100			HA	2		
M31/0396	PENDING	SARA	SARA MULGABBIE	SARA	100			HA	26		
M31/0397	PENDING	SARA	SARA MULGABBIE	SARA	100			HA	53		
M31/0412	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	35		
M31/0413	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	46		
M31/0414	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	49		
M31/0436	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	147		
P28/1128	PENDING	SARA	SARA RELIEF WELL	SARA	100			HA	103		
P28/1129	PENDING	SARA	SARA RELIEF WELL	SARA	100			HA	98		
P31/1716	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	9	22-Dec-05	21-Dec-09
P31/1739	LIVE	SARA	SARA WALLBROOK	SARA	100			HA	102	07-Feb-08	06-Feb-12
P31/1740	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	188	19-Feb-07	18-Feb-11
P31/1741	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	196	19-Feb-07	18-Feb-11
P31/1742	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	196	19-Feb-07	18-Feb-11
P31/1743	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	182	19-Feb-07	18-Feb-11
P31/1749	LIVE	SARA	SARA WALLBROOK	SARA	100			HA	200	19-Feb-07	18-Feb-11
P31/1750	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	152	19-Feb-07	18-Feb-11
P31/1751	LIVE	SARA	SARA PORPHYRY	SARA	100			HA	91	19-Feb-07	18-Feb-11
P31/1800	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	49		
P31/1855	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	24		
P31/1856	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	12		
P31/1857	PENDING	SARA	SARA WALLBROOK	SARA	100			HA	70		

Appendix 2 - Jackson Resources Ltd Tenement Details

TID	MANAGER	HOLDER1	HOLDER2	PROJECT	CURAREA	AUNIT	GRTDATE	EXPDATE
M24/0380	*SCIM	AUCE	TARM	BARDOC	252	HA	12-Apr-91	11-Apr-12
P24/3829	*SCIM	CAZR		BARDOC	40	HA	07-Jun-05	06-Jun-09
P24/3861	*SCIM	CAZR		BARDOC	196	HA	15-Jun-05	14-Jun-09
P24/3862	*SCIM	CAZR		BARDOC	170	HA	15-Jun-05	14-Jun-09
P24/3863	*SCIM	CAZR		BARDOC	180	HA	15-Jun-05	14-Jun-09
P24/3864	*SCIM	CAZR		BARDOC	197	HA	15-Jun-05	14-Jun-09
P24/3865	*SCIM	CAZR		BARDOC	187	HA	15-Jun-05	14-Jun-09
P24/3866	*SCIM	CAZR		BARDOC	176	HA	15-Jun-05	14-Jun-09
P24/3951	*SCIM	SCIM		BARDOC	56	HA	23-Feb-06	22-Feb-10
P24/3921	*SCIM	SCIM		BARDOC	139	HA		
P24/3920	*SCIM	SCIM		BARDOC	53	HA		
M24/0400	*SCIM	AUCE	TARM	VETTERSBURG	58	HA	09-Dec-92	08-Dec-13
M24/0429	*SCIM	AUCE	TARM	VETTERSBURG	190	HA	15-Feb-95	14-Feb-16
P24/4160	*SCIM	CAZR		VETTERSBURG	200	HA	18-Jun-08	17-Jun-12
P24/4161	*SCIM	CAZR		VETTERSBURG	43	HA	18-Jun-08	17-Jun-12
P24/4159	*SCIM	CAZR		VETTERSBURG	200	HA	18-Jun-08	17-Jun-12
P24/4162	*SCIM	INTR		GRAFTERS	120	HA	22-Nov-07	21-Nov-11
P24/4163	*SCIM	INTR		GRAFTERS	120	HA	22-Nov-07	21-Nov-11
E77/1269	*SCIM	SCIM		MT ELVIRE	40	SB	19-Oct-07	18-Oct-12
E45/2405	*SCIM	GOHO		BEADELL	11	SB	19-Mar-03	18-Mar-10
E45/2406	*SCIM	GOHO		BEADELL	11	SB	19-Mar-03	18-Mar-10
E77/0946	POLA	POLA		BUNGALBIN	31	SB	02-May-01	01-May-09
E77/1076	POLA	POLA		BUNGALBIN	11	SB	24-Jun-02	23-Jun-09
E77/1077	POLA	POLA		BUNGALBIN	3	SB	24-Jun-02	23-Jun-09
E77/1097	POLA	POLA		BUNGALBIN	48	SB	10-Sep-06	09-Sep-11
E77/1099	POLA	POLA		BUNGALBIN	1	SB	10-Sep-06	09-Sep-11
E77/1115	POLA	POLA		BUNGALBIN	70	SB	13-Sep-06	12-Sep-11
E77/1071	POLA	POLA		BUNGALBIN	3	SB	28-Sep-06	27-Sep-11
P77/3371	POLA	POLA		BUNGALBIN	21	HA	17-Oct-06	16-Oct-10
P77/3372	POLA	POLA		BUNGALBIN	47	HA	17-Oct-06	16-Oct-10
E77/1129	POLA	POLA		BUNGALBIN	3	SB	14-Mar-08	13-Mar-13
E77/1418	POLA	POLA		BUNGALBIN	27	SB	27-May-08	26-May-13
E77/0947	*SCIM	HERO		BUNGALBIN	32	SB		
M77/1115	POLA	POLA		BUNGALBIN	49	HA		
M77/1114	POLA	POLA		BUNGALBIN	49	HA		
M77/1119	POLA	POLA		BUNGALBIN	97	HA		
M77/1113	POLA	POLA		BUNGALBIN	49	HA		
M77/1112	POLA	POLA		BUNGALBIN	95	HA		
P77/3889	*SCIM	SCIM		BUNGALBIN	92	HA		
EL 24880	*SCIM	SCIM		ADELAIDE RIVER NT	55	SB	17-Apr-06	16-Apr-12
EL 24876	*SCIM	SCIM		AMADEUS NT	220	SB	18-Apr-06	17-Apr-12
EL 24870	*SCIM	SCIM		AMADEUS NT	500	SB	16-Jul-07	15-Jul-13
EL 24704	*SCIM	SCIM		AMADEUS NT	88	SB	01-Feb-06	01-Mar-12
EL 24636	*SCIM	SCIM		ECLIPSE NT	397	SB	08-Dec-05	07-Dec-11
EL 24637	*SCIM	SCIM		ECLIPSE NT	416	SB	08-Dec-05	07-Dec-11
EL 24625	*SCIM	SCIM		ECLIPSE NT	383	SB	19-Dec-05	18-Dec-11
EL 24808	*SCIM	SCIM		ECLIPSE NT	53	SB	10-Aug-06	09-Aug-12
EL 24627	*SCIM	SCIM		ECLIPSE NT	500	SB		
EL 24623	*SCIM	SCIM		ECLIPSE NT	326	SB		
EL 24624	*SCIM	SCIM		ECLIPSE NT	500	SB		
EL 24861	*SCIM	SCIM		LAKE MACKAY NT	50	SB		15-May-11
EL 25812	*SCIM	SCIM		PAMELA & ANGELA	2	SB		
EL 24862	*SCIM	SCIM		CANNING BASIN NT	161	SB		
EL 3391	*SCIM	SCIM		GLENCOE SA	922	KM	10-Aug-05	09-Aug-09
EL 3389	*SCIM	SCIM		MARREE SA	809	KM	10-Aug-05	09-Aug-09
EL 3390	*SCIM	SCIM		MARREE SA	920	KM	10-Aug-05	09-Aug-09
EL 3502	*SCIM	SCIM		MARREE SA	88	KM	18-Jan-06	17-Jan-09
EL 3510	*SCIM	SCIM		MARREE SA	633	KM	24-Jan-06	23-Jan-09
EL 3557	*SCIM	SCIM		MARREE SA	369	KM	05-Jun-06	04-Jun-09
EL 3388	*SCIM	SCIM		WEST LAKE FROME SA	943	KM	10-Aug-05	09-Aug-09
EL 3392	*SCIM	SCIM		WEST LAKE FROME SA	920	KM	10-Aug-05	09-Aug-09
EL 3410	*SCIM	SCIM		WEST LAKE FROME SA	819	KM	15-Sep-05	14-Sep-09
E08/1435	*SCIF	BPDA		YANREY URANIUM	70	SB	11-Oct-05	10-Oct-10
E08/1489	*SCIF	SCIM		YANREY URANIUM	70	SB	29-Nov-05	28-Nov-10
E08/1490	*SCIF	SCIM		YANREY URANIUM	22	SB	29-Nov-05	28-Nov-10
E08/1493	*SCIF	SCIM		YANREY URANIUM	70	SB	29-Nov-05	28-Nov-10
E08/1501	*SCIF	SCIM		YANREY URANIUM	52	SB	29-Nov-05	28-Nov-10
E08/1588	*SCIF	SCIM		YANREY URANIUM	6	SB	28-Jul-06	27-Jul-11
E08/1589	*SCIF	SCIM		YANREY URANIUM	53	SB	28-Jul-06	27-Jul-11
E08/1590	*SCIF	SCIM		YANREY URANIUM	50	SB	28-Jul-06	27-Jul-11
E08/1494	*SCIM	IGCA		UAROO	70	SB	03-Jul-06	02-Jul-11
E08/1495	*SCIM	IGCA		UAROO	69	SB	03-Jul-06	02-Jul-11