

Further variation to Scheme Implementation Agreement and Deed Poll

27 May 2015

About Norton

Norton Gold Fields Limited (ASX: NGF) is an established mid-tier gold producer.

In CY2014, Norton produced 178,269 ounces of gold from its open cut and underground operations at Paddington, near Kalgoorlie in Western Australia.

Norton's growth will come from optimising existing operations and acquiring and developing resources.

For more information, please visit our website.

www.nortongoldfields.com.au

Norton Gold Fields (ASX: NGF)

ACN: 112 287 797

Level 36, Exchange Plaza,

2 The Esplanade

Perth WA 6000

Australia

Phone +61(0) 8 9263 9700

Fax +61(0) 8 9263 9777

Jinghe Chen

Non-Executive Chairman

Dianmin Chen

Managing Director

& Chief Executive Officer

Further to Norton Gold Fields Limited's (**Norton**) (ASX:NGF) announcement on 26 May 2015 that Zijin Mining Group Co., Ltd (**Zijin**) has increased the consideration payable to \$0.25 per Norton Share pursuant to the scheme of arrangement under which it proposes to acquire, through its wholly owned subsidiary Jinyu (H.K.) International Mining Company Limited (**Jinyu**), all of the shares that it does not already own in Norton (**Scheme**), Norton announces:

- it has entered into a second deed of amendment with Zijin to further amend the Scheme Implementation Agreement dated 6 February 2015 (as amended on 30 April 2015) to reflect the higher offer; and
- Zijin and Jinyu have executed a second amending deed poll to amend the deed poll entered into on 31 March 2015 (as amended on 30 April 2015) agreeing to provide the increased Scheme consideration.

Copies of the deed of amendment and amending deed poll are attached to this announcement.

Supplementary material for registered shareholders is being finalised and Norton will send the materials to shareholders as soon as practical.

For further information please contact:

Dianmin Chen

Managing Director and CEO

Tel +61 (8) 9263 9700

Fax +61 (8) 9263 9777

Email - info@nortongoldfields.com.au

Zijin Mining Group Co., Ltd

Norton Gold Fields Limited

Second Amendment Deed – Scheme Implementation Agreement

Date &+ May 2015

Parties

Zijin Mining Group Co., Ltd of No.1 Zijin Road, Shanghang County, Fujian, China
(**Bidder**)

Norton Gold Fields Limited ACN 112 287 797 of Level 36, 2 The Esplanade, Perth,
Western Australia (**Target**)

Background

- A The Bidder and Target are parties to a Scheme Implementation Agreement dated 6 February 2015 (**Scheme Implementation Agreement**).
- B Under the Amendment Deed – Scheme Implementation Agreement dated 30 April 2015 (**First SIA Amendment Deed**), the Bidder and the Target amended the Scheme Implementation Agreement in order to reflect an increase in the Scheme Consideration from \$0.20 per Scheme Share to \$0.23 per Scheme Share.
- C The Bidder has agreed to further increase the Scheme Consideration from \$0.23 per Scheme Share to \$0.25 per Scheme Share.
- D The Bidder and Target have therefore agreed to amend the Scheme Implementation Agreement again on the terms set out in this document in order to reflect the increase in the Scheme Consideration to \$0.25 per Scheme Share.

Agreed terms

1 Definitions

Unless the context otherwise requires, terms defined in the Scheme Implementation Agreement have the same meaning in this document.

2 Amendments

2.1 **Amendment to Scheme Implementation Agreement**

On and from the date of this document, the Scheme Implementation Agreement (as amended by the First SIA Amendment Deed) is amended by deleting the definition of Scheme Consideration in clause 1 and replacing it with:

Scheme *\$0.25 cash for each Scheme Share held by a Scheme*
Consideration *Participant.*

2.2 Scheme Implementation Agreement continues

The parties acknowledge and agree that the Scheme Implementation Agreement as amended by this document continues in full force on and from the date of this document.

2.3 Amendment to Scheme

Target must propose a resolution at the Scheme Meeting that will, if passed, amend the Scheme to reflect the increase in the Scheme Consideration to \$0.25 per Scheme Share.

2.4 Amendment to Deed Poll

- (a) The parties acknowledge that:
 - (i) the original deed poll given by the Bidder and Jinyu (H.K.) International Mining Company Limited in favour of the Scheme Participants (**Original Deed Poll**) will be amended to reflect the increase in the Scheme Consideration to \$0.25 per Scheme Share; and
 - (ii) the Original Deed Poll requires the Target's written agreement to any amendment to it.
- (b) The Target agrees to the proposed amendments to the Original Deed Poll as set out in the form of the Second Amending Deed Poll contained in **annexure A**.

2.5 Amendment to Cancellation Deed

The parties will, and the Target will procure that Drock International Pty Ltd (**Drock**) will, amend the Cancellation Deed on terms agreed between the Bidder, Target and Drock.

3 Representations and warranties

Each party represents and warrants that:

- (a) it is a company 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 document and to carry out the transactions contemplated by this document;
- (c) it has taken all necessary corporate action to authorise the entry into this document and has taken or will take all necessary corporate action to authorise the performance of this document and to carry out the transactions contemplated by this document; and

- (d) this document is valid and binding on it and enforceable in accordance with its terms.

4 General

4.1 Assignment

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Any purported dealing in breach of this clause is of no effect.

4.2 Further steps

Each party must promptly do whatever the other party reasonably requires of it to give effect to this document and to perform its obligations under it.

4.3 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

4.4 Construction

The rules specified in **clause 16.16** of the Scheme Implementation Agreement apply in interpreting or construing this document, unless the context requires otherwise.

4.5 Headings

Headings do not affect the interpretation of this document.

Execution

Executed as a deed.

Executed by Zijin Mining Group Co.,
Ltd)



Company Secretary/Director

LIU BIANG

Name of Company Secretary/Director
(print)



Director

LAN FUSHENG

Name of Director (print)

Executed by Norton Gold Fields
Limited ACN 112 287 797)



Company Secretary/Director

RICHARD JONES

Name of Company Secretary/Director
(print)



Director

DIANXIN CHEN

Name of Director (print)

Annexure A

Second Amending Deed Poll

Bourke Place
600 Bourke Street Melbourne VIC 3000
GPO Box 9925 Melbourne VIC 3001
Tel +61 3 9672 3000
Fax +61 3 9672 3010
www.corrs.com.au

**CORRS
CHAMBERS
WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth

Zijin Mining Group Co., Ltd

Jinyu (H.K.) International Mining Company Limited

Second Amending Deed Poll

Date &+ May 2015

By

Zijin Mining Group Co., Ltd of No.1 Zijin Road, Shanghang County, Fujian, China
(Bidder)

and

Jinyu (H.K.) International Mining Company Limited of Unit 7503A, 75/F, International
Commerce Center, 1 Austin Road West, Kowloon, Hong Kong **(Bidder's Nominee)**

in favour of each Scheme Participant

Background

- A The Bidder and Norton Gold Fields Limited ACN 112 287 797 (**Target**) are parties to a Scheme Implementation Agreement dated 6 February 2015 (**Scheme Implementation Agreement**).
- B Under the Amendment Deed – Scheme Implementation Agreement dated 30 April 2015, the Bidder and the Target amended the Scheme Implementation Agreement in order to reflect an increase in the Scheme Consideration from \$0.20 per Scheme Share to \$0.23 per Scheme Share.
- C Under the Amending Deed Poll dated 30 April 2015 (**First Amending Deed Poll**), the Bidder and the Bidder's Nominee amended the original deed poll entered into by them in favour of the Scheme Participants on 31 March 2015 (**Original Deed Poll**) in order to reflect the increase in the Scheme Consideration from \$0.20 per Scheme Share to \$0.23 per Scheme Share.
- D The Bidder has agreed to further increase the Scheme Consideration from \$0.23 per Scheme Share to \$0.25 per Scheme Share.
- E Under the terms of the Second Amendment Deed – Scheme Implementation Agreement dated on or around the date of this document (**Second SIA Amendment Deed**), the Bidder and the Target have amended the Scheme Implementation Agreement again in order to reflect the further increase in the Scheme Consideration to \$0.25 per Scheme Share.
- F The Bidder and the Bidder's Nominee have agreed to amend the Original Deed Poll again on the terms set out in this document in order to reflect the further increase in the Scheme Consideration to \$0.25 per Scheme Share.

Agreed terms

1 Definitions

Unless the context otherwise requires, terms defined the Original Deed Poll have the same meaning in this document.

2 Amendment to Original Deed Poll

2.1 Target has agreed to amendment

The Bidder and Bidder's Nominee acknowledge and agree that:

- (a) the Original Deed Poll requires the Target's written agreement to any amendment to the Original Deed Poll; and
- (b) the Target has agreed to the amendments to the Original Deed Poll as set out in this document under the Second SIA Amendment Deed.

2.2 Amendment

On and from the date of this document, the Original Deed Poll (as amended by the First Amending Deed Poll) is amended by deleting the definition of Scheme Consideration in clause 1 and replacing it with:

Scheme *\$0.25 cash for each Scheme Share held by a Scheme*
Consideration *Participant.*

2.3 Original Deed Poll continues

The Bidder and Bidder's Nominee acknowledge and agree that the Original Deed Poll as amended by this document continues in full force on and from the date of this document.

3 Representations and warranties

Each of Bidder and Bidder's Nominee represent and warrant that:

- (a) it is a company 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 document and to carry out the transactions contemplated by this document;
- (c) it has taken all necessary corporate action to authorise the entry into this document and has taken or will take all necessary corporate action to authorise the performance of this document and to carry out the transactions contemplated by this document; and
- (d) this document is valid and binding on it and enforceable in accordance with its terms.

4 General

4.1 Assignment

The rights and obligations of Bidder and Bidder's Nominee, and of each Scheme Participant, under this document are personal and must not be assigned, encumbered or otherwise dealt with at law or in equity and no person may attempt, or purport, to do so without the prior written consent of Bidder, Bidder's Nominee and Target.

4.2 Further assurances

Each of Bidder and Bidder's Nominee will execute and deliver all documents and do all acts and things (on its own behalf and on behalf of each Scheme Participant) necessary or desirable to give full effect to this document and the transactions contemplated by it.

4.3 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia, and any courts which have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

4.4 Severability

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this document or is contrary to public policy.

4.5 Construction

The rules specified in **clause 10.7** of the Scheme apply in interpreting or construing this document, unless the context requires otherwise.


4.6 Headings

Headings do not affect the interpretation of this document.

Execution

Executed as a deed poll.

Executed by Zijin Mining Group Co.,
Ltd

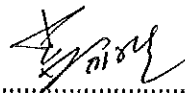


Company Secretary/Director

LIU QI

Name of Company Secretary/Director
(print)

)
)



Director

LAN FUSHENG

Name of Director (print)

Executed by Jinyu (H.K.)
International Mining Company
Limited



Company Secretary/Director

LAN FUSHENG

Name of Company Secretary/Director
(print)

)
)



Director

FANG QIXUE

Name of Director (print)