



APAC RESOURCES

FACSIMILE MESSAGE

To : ASX Market Announcements Office
Australian Securities Exchange Limited

By : maogroup@asx.com.au
email

CC : Ms. Jutta Zimmermann
Prodigy Gold NL

Fax No : (61) 8 9423 9733

From : Mark Wong

Date : 23 July 2025

Page(s) : 17 (including this page)

Dear Sirs,

Prodigy Gold NL (ACN: 009 127 020)

Please find enclosed a Form 604 – Notice of change of interests of substantial holder dated 23 July 2025 in respect of the interests of APAC Resources Limited and its related bodies corporate (“**APAC Group**”) in Prodigy Gold NL (ASX: PRX) (“**PRX**”).

The change in the percentage of APAC Group’s holding in PRX was the result of the allotment and issue of 1,128,851,907 shares to APAC Group by PRX, that was completed and announced on 21 July 2025 and occurred under PRX’s Entitlement Offer and Shortfall Offer.

Yours faithfully,
For and on behalf of
APAC RESOURCES LIMITED

Mark Wong
Alternate Director

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Prodigy Gold NL

ACN/ARSN 009 127 020

1. Details of substantial holder (1)

Name APAC Resources Limited and its related bodies corporate, including the entities referred to in section 1 of Annexure A ("APAC Group")

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on

21/07/2025

The previous notice was given to the company on

01/11/2024

The previous notice was dated

01/11/2024

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
See section 2 of Annexure A				

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See section 3 of Annexure A					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
See section 4 of Annexure A					

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
See section 5 of Annexure A	


6. Addresses

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

Name	Address
See section 6 of Annexure A	

Signature

print name **Mark Wong** capacity **Alternate Director**

sign here  date **23 July 2025**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
 - (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
 - (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
 - (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
 - (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A"

Form 604
Notice of Change of Interests of Substantial Holder
Prodigy Gold NL
ACN 009 127 020

This is Annexure "A" of 4 pages referred to in the Form 604 (Notice of Change of Interests of Substantial Holder), signed by me and dated 23 July 2025.



Signed: **Mark Wong**

1. Details of substantial holder

Substantial holder ("APAC Group")	
APAC Resources Limited and its related bodies corporate, including the entities listed in the first column of the table in section 6 of this Annexure A ("APAC Group")	

2. Previous and present voting power

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares ("Shares")	938,348,574	30.31% (based on 3,096,221,716 Shares on issue)	2,067,200,481	32.55% (based on 6,350,111,102 Shares on issue)

3. Changes in relevant interests

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
21/07/2025	APAC Group	Allotment and issue of 1,128,851,907 shares to APAC Resources Commodity Trading Limited, a subsidiary of APAC Resources Limited ("APAC"), by Prodigy Gold NL under the Entitlement Offer and the Shortfall Offer announced by Prodigy Gold NL on 21 July 2025, in connection with	A\$2,257,703.82	1,128,851,907 Shares	1,128,851,907

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
		the Binding Commitment and Underwriting Agreement – See Annexure B.			

4. Present relevant interests

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
APAC Group	HSBC Custody Nominees (Australia) Limited	APAC Resources Commodity Trading Limited	Controller of shares within the meaning of section 608(1)(b) and (c) of the <i>Corporations Act 2001</i> (Cth)	2,067,200,481 Shares	2,067,200,481

5. Changes in association

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

Name	Address
APAC Resources Limited	Room 2304, 23rd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
APAC Resources Commodity Trading Limited	C/- Room 2304, 23rd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
Accardo Investments Limited	As above
Allied Properties Resources Limited	As above
Allied Resources Limited	As above
APAC Resources Asia Limited	As above
APAC Resources Assets Limited	As above
APAC Resources Beijing Limited	As above
APAC Resources China Limited	As above
APAC Resources Group Limited	As above

Name	Address
APAC Resources Hong Kong Limited	As above
APAC Resources Investments Limited	As above
APAC Resources Management Limited	As above
APAC Resources Mining Limited	As above
APAC Resources (Qingdao) Company Limited	As above
APAC Resources Shanghai Limited	As above
APAC Resources Strategic Holdings Limited	As above
APAC Resources Treasury Management Limited	As above
Asia Cheer Trading Limited	As above
Bowen Limited	As above
Brilliant Success Investments Limited	As above
Ever Front Investments Limited	As above
First Landmark Limited	As above
Fortune Arm Limited	As above
Fortune Desire Investments Limited	As above
Jetwood Investment Limited	As above
Genuine Legend Limited	As above
Long Success Investment Limited	As above
Lucky Mark Investment Limited	As above
Moon Investment Holding Limited	As above
Mount Sun Investments Limited	As above
Ruiyu (Shanghai) Investment Consulting Co., Ltd.	As above
Shanghai Merchants Holdings Limited	As above
Sino Chance Trading Limited	As above
Smart Circle Investments Limited	As above
Super Grand Investments Limited	As above
Ultimate Smart Holdings Limited	As above
Ultra Effort Limited	As above
Zenith Element Limited	As above

Name	Address
Shenzhen Bowen New Energy Co., Ltd.	As above

Annexure “B”

**Form 604
Notice of Change of Interests of Substantial Holder**

**Prodigy Gold NL
ACN 009 127 020**

This Annexure “B” of 9 pages referred to in the Form 604 (Notice of Change of Interests of Substantial Holder), signed by me and dated 23 July 2025. I certify that the agreement contained in this Annexure is true copy.

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

Signed: **Mark Wong**

Binding Commitment and Underwriting Deed

This deed is made on

09 June, 2025

between: **APAC Resources Limited**, a company duly incorporated in Bermuda, of Room 2304, 23rd Floor, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong
(Investor)

Attention: Andrew Ferguson

Email: af@apacresources.com

and: **Prodigy Gold NL ACN 009 127 020** of Level 1/67 Smith Street, Darwin NT 0800
Australia (Company)

Attention: Jutta Zimmermann

Email: jzimmermann@prodigygold.com.au

Operative provisions

1. Commitment to participate in entitlement offer

1.1 The Investor hereby confirms that the Investor or a person on behalf of the Investor (**Nominee**) currently holds 938,348,574 fully paid ordinary shares in the Company (**Ordinary Shares**) and, irrevocably and unconditionally, agrees that, if the Company undertakes a non-renounceable entitlement offer (**Entitlement Offer**) in compliance with the listing rules of the ASX Limited ACN 008 624 691 (**ASX**) (**ASX Listing Rules**) and the *Corporations Act 2001* (Cth) (**Corporations Act**) whereby the Company offers to issue new Ordinary Shares (**New Shares**) at a price of no more than \$0.002 per New Share, to every holder of Ordinary Shares with a registered address in Australia and New Zealand (or any other jurisdiction determined by the Company) at a time (**Record Time**) to be determined by the Company (**Eligible Shareholder**) on a pro rata basis, at a ratio of one (1) New Share offered for each Ordinary Share held by Eligible Shareholders at the Record Time and otherwise on terms determined by the Company, the Investor shall procure that:

- (a) each offer made to the Investor or any Nominee (**Offeree**) under the Entitlement Offer is accepted and its entitlement to New Shares is applied for in full such that at least a total of \$1,876,697.15 is subscribed by the Offeree for New Shares in accordance with the terms of the Entitlement Offer, within two business days from receipt by the Offeree of the offer document from the Company setting out the terms of the Entitlement Offer (the date of such acceptance being the **Offer Application Date**);
- (b) if the terms of the Entitlement Offer include an offer to Eligible Shareholders to apply for any New Shares not taken up by other Eligible Shareholders in accordance with the Entitlement Offer (**Shortfall Offer**), at least an additional \$381,036 worth of New Shares is subscribed for by the Offeree under the Shortfall Offer in accordance with the terms of the Shortfall Offer and, to the extent the Offeree is permitted to do so within exception 9 of section 611 of the *Corporations Act*, within two business days from receipt by the Offeree of the offer document from the Company setting out the terms of the Entitlement Offer and the Shortfall Offer; and

- (c) no acceptance or application under clauses 1.1(a) or 1.1(b) is withdrawn or varied without the prior written approval of the Company.

1.2 The Investor acknowledges and agrees that the Company will be authorised to, and the Company must, read-down and scale back the Offeree's application under the Entitlement Offer and any Shortfall Offer (the New Shares the subject of such application, as may be scaled back under this clause 1.2, being the **Application Shares**) where the effect of issuing New Shares to the Offeree would:

- (a) exceed that amount for which applications by or on behalf of the Investor are permitted by exception 9 of section 611 of the Corporations Act (i.e. the "3% creep" exception); or
- (b) in the case of any Shortfall Offer, result in Plutus Prospecting Pty Ltd ACN 682 005 769 (**Plutus Prospecting**) obtaining voting power in the Company of less than 19.90%,

and, in such circumstances, the Company will repay any surplus application money for the New Shares within the time prescribed under the Corporations Act, without interest.

1.3 The Application Shares are not being issued for the purpose of resale (whether by selling or transferring them or granting, issuing or transferring interests in, options or warrants over them).

2. **Maintain holding**

The Investor undertakes that the Investor and/or any Nominee will hold such number of Ordinary Shares on the Record Time that allows the subscription commitments under clause 1 to be satisfied.

3. **Investor representations and warranties**

The Investor represents and warrants to the Company that:

- (a) with the exception of publicly available information about the Company, each Offeree has made and relied upon its own assessment of the Company and the Entitlement Offer and has conducted its own investigations regarding the New Shares including, without limitation, the particular tax consequences of acquiring, owning or disposing of the New Shares in light of its particular situation and it has decided to acquire the New Shares based on its own enquiries and professional advice, and with the exception of publicly available information about the Company, not in reliance upon any act, investigation, research, recommendation or representation made by the Company or any person acting on its behalf. With the exception of publicly available information about the Company, none of those persons have made any representation to the Investor, express or implied, with respect to the New Shares or the Entitlement Offer;
- (b) each Offeree has knowledge and experience in financial matters such that it is capable of evaluating the merits and risks of purchasing the New Shares for itself and each other person, if any, for whose account or benefit it is acquiring any New Shares. Each Offeree has determined that the New Shares are a suitable investment for itself and each other person, if any, for whose account or benefit it is acquiring any New Shares both in the nature and number of the New Shares being acquired. Each

Offeree and each person for whose account or benefit it may be acquiring the New Shares can bear the economic risk of an investment in the New Shares;

- (c) each Offeree has had access to all information that it believes is necessary or appropriate in connection with its acquisition of New Shares for an adequate time so as to enable it to make an informed investment decision regarding the New Shares. Each Offeree is aware that publicly available information about the Company can be obtained from the Australian Securities and Investments Commission (ASIC) and ASX (including the ASX's website at www.asx.com.au);
- (d) except for any liability that cannot by law be excluded and liability under this deed, each Offeree acknowledges that none of the Company, its related bodies corporate or affiliates, or any other persons acting on behalf of any of them, or any directors, officers, employees or advisers of the Company, its related bodies corporate or affiliates, or any persons acting on behalf of any of them, accept any responsibility in relation to the Entitlement Offer or each Offeree's allocation of New Shares;
- (e) each Offeree acknowledges that the Company, its affiliates and related bodies corporate will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements; and
- (f) the Investor is not acquiring the Application Shares with the purpose of the Investor selling or transferring them, or granting, issuing or transferring interests in, or options or warrants over, them.

4. Company representations and warranties

The Company represents and warrants to the Investor that:

- (a) the Company is not issuing the Application Shares with the purpose of the Investor or any other person selling or transferring them, or granting, issuing or transferring interests in, or options or warrants over, them. No ASIC determination under subsection 708AA(3) of the Corporations Act is in force in relation to the Company;
- (b) except in relation to the Entitlement Offer contemplated herein as will be disclosed to the ASX at the time of announcing, it has no information which would be required to be disclosed as "excluded information" under subsection 708AA(7)(d) of the Corporations Act;
- (c) it and each of its subsidiaries (together the **Group** and each a **Group Member**) is in compliance in all material respects with the Corporations Act, the ASX Listing Rules, its constitution, and all other applicable laws and any other agreement, undertaking, instrument or authorisation or court or administrative order binding on it in any such case in a manner which is material to the Entitlement Offer or the Group. Without limiting the previous sentence, in relation to the Entitlement Offer, the Company has not engaged, and will not engage, in conduct that is misleading or deceptive, or that is likely to mislead or deceive, in each case, in a material respect;
- (d) each Group Member is solvent and no circumstances have arisen or may reasonably be expected to arise in consequence of which the Group Member may cease to be solvent or able to pay its debts as and when they fall due and no liquidator, provisional liquidator, administrator, receiver, receiver and manager or other similar official has been appointed to it or any of its assets and no steps have been taken for such an appointment;

- (e) from the date of issue, the Application Shares will be fully paid, freely tradeable, validly issued and will rank equally in all respects, including for future dividends and distributions payable with other Ordinary Shares; and
- (f) the New Shares are and will be in a class of securities that were quoted securities at all times in the 3 months before the day on which the New Shares will be issued (**Allotment Date**) and trading in that class of securities on ASX has not been suspended for more than a total of 5 days in the 12 months before the Allotment Date. No exemption under section 111AS or 111AT of the Corporations Act nor any order under section 340 or 341 of the Corporations Act covered the Company or any director or auditor of the Company in the 12 months prior to the Allotment Date.

5. Company undertakings

The Company undertakes to:

- (a) procure that approval for official quotation is granted (subject only to customary pre-quotation conditions) for the Application Shares on the ASX as soon as practicable before the Allotment Date and ensure that the Application Shares are quoted on the ASX on the Allotment Date, including by lodging an Appendix 3B and Appendix 2A with ASX when required by ASX or the ASX Listing Rules;
- (b) issue the Application Shares and then give a 'cleansing notice' under sections 708AA(2)(f) and (7) of the Corporations Act to ASX;
- (c) not breach and procure that each Group Member does not breach the Corporations Act, or any other applicable laws or regulations, the ASX Listing Rules, any legally binding requirement of or with ASIC or ASX or its constitution in relation to the Entitlement Offer;
- (d) not, without the prior written consent of the Investor, such consent not to be unreasonably withheld, at any time after the date of this deed and before the expiration of 90 days after the Allotment Date, issue or propose to issue any security or subordinated debt security or undertake or propose to undertake any buy-back, takeover or scheme of arrangement or allot or agree to allot or indicate in any way that it may or will allot or agree to allot any shares or subordinated debt securities or other securities or financial products (including convertible, exchangeable or hybrid securities) or grant or agree to grant any options in respect of such securities or financial products, of the Company (or do anything economically equivalent to any of the foregoing) other than pursuant to:
 - (1) the Entitlement Offer, including the Shortfall Offer, and any placement of any shortfall arising thereafter;
 - (2) the placement of up to 19.90% to Plutus Prospecting in accordance with the terms of the underwriting agreement entered into between the Company and Plutus Prospecting on or about the date of this deed;
 - (3) an employee or executive securities plan; or
 - (4) the conversion of any convertible securities (as that term is defined in the ASX Listing Rules) which are on issue prior to the date of this deed, in accordance with their terms as at that date;

- (e) until the date that is 90 days after the Allotment Date, conduct and procure that the Group conducts its business in the ordinary course and not acquire or dispose of any material business or property except as approved in writing by the Investor; and
- (f) promptly notify the Investor of any breach of its obligations or any representation, warranty or undertaking given by it under this deed or the occurrence of any event as set out in clause 8.

6. Announcements

The Company may make a public announcement in respect of this deed immediately after it has been executed provided that the Company has given the Investor the proposed public announcement in respect of this deed before it has been executed.

7. Confidentiality

The Investor must not make any disclosure or announcement or engage in any publicity in relation to this deed without the Company's prior written approval, except to the extent that the Investor is required by law to do so.

8. Termination

If:

- (a) the Company does not within 10 business days from the date of this deed make an ASX announcement that it intends to undertake the Entitlement Offer;
- (b) the Company does not by the 10th business day after the date of such announcement dispatch offers under the Entitlement Offer to Eligible Shareholders;
- (c) before the Offer Application Date:
 - (1) with the exception of the Entitlement Offer, the Company or a Group Member takes any step or commits to any course of action other than to conduct its business in the ordinary course;
 - (2) the Company ceases to be admitted to the official list of ASX or the Ordinary Shares are suspended from trading for more than two business days on, or cease to be quoted on, ASX;
 - (3) ASIC issues or threatens to issue proceedings in relation to the Entitlement Offer (including the Shortfall Offer) or commences, or threatens to commence any inquiry or investigation in relation to the Entitlement Offer (including the Shortfall Offer) or gives notice of an intention to prosecute the Company, or any person applies to the Takeovers Panel for a declaration of unacceptable circumstances in connection with the Entitlement Offer or any aspect of it (including the Shortfall Offer);
 - (4) the Company alters its capital structure or its constitution; or
 - (5) the ASX/S&P 200 index closes at a level that is 10% or more below the level at market close on the ASX trading day immediately preceding the date of this deed on any two consecutive trading days in the period between (and

including) the date of this deed and the business day immediately prior to the Offer Application Date;

- (d) before the Offer Application Date any one of the following occurs:
 - (1) a Group Member:
 - (A) being or stating that it is unable to pay its debts as and when they fall due; or
 - (B) failing to comply with a statutory demand; or
 - (2) any step being taken which will or is likely to result in any of the following:
 - (A) the appointment of a liquidator, provisional liquidator, administrator, receiver, receiver and manager or other similar official in relation to, or to any property of, a Group Member;
 - (B) a Group Member being wound up or dissolved or entering into a scheme, moratorium, composition or other arrangement with, or to obtain protection from, its creditors or any class of them or an assignment for the benefit of its creditors or any class of them;
 - (C) circumstances existing which would permit a presumption of insolvency in relation to Group Member under sub-section 459C(2) of the Corporations Act; or
 - (D) anything analogous or having a substantially similar effect occurring in relation to a Group Member, including under the laws of any other jurisdiction; or
- (e) the Company is in breach of this deed or a representation or warranty made or given by the Company under this deed is breached or proves to be, or has been, or becomes, untrue or incorrect or misleading or deceptive,

the Investor may terminate this deed by notice to the Company with immediate effect and the parties will have no further obligation under it, except in respect of any breach of this deed which occurred before termination or under clause 7 (which survives termination).

9. Exempt offer

The Investor acknowledges that any invitation or offer made to an Offeree resulting in the parties entering into this deed or otherwise in connection with this deed was made in the belief that the Offeree is a sophisticated investor pursuant to section 708(8), a professional investor pursuant to section 708(11) or otherwise a person to whom a disclosure document is not required to be given under chapter 6D of the Corporations Act in connection with the invitation or offer, and hereby represents and warrants for the benefit of the Company that:

- (a) the Offeree is such a person; and
- (b) the Offeree has undertaken its own review, investigation and assessment of all disclosures made available to the Investor by the Company.

If requested, the Investor must provide documentation satisfactory to the Company demonstrating that the Offeree qualifies as a person to whom a disclosure document is not required to be given.

10. No fee

No fees, brokerage or commission will be payable to the Investor in respect of the Investor's commitment under clause 1 or any application for shares in respect of the Entitlement Offer.

11. General

11.1 Governing law and jurisdiction

This deed is governed by the laws of the Northern Territory, Australia. The Investor submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

11.2 Amendment

This deed may only be amended if the Investor and the Company sign the written amendment.

11.3 Further assurances

- (a) The Investor must do everything that the Company may reasonably require to give full effect to this deed and the transactions contemplated by it, including without limitation the execution of documents.
- (b) The Investor appoints the Company, and each agent of the Company authorised in writing, as its attorney and authorises the attorneys severally on behalf of and in the name of the Investor to do anything the Investor is required to do under this deed but fails to do.

11.4 Notices

The Investor or Company may send a notice in connection with this deed by hand delivery, pre-paid post or email to the other at the recipient party's address details set out at the beginning of this deed or in such other way as the recipient party may have last notified the sending party in writing. A notice is deemed to be received:

- (a) if sent by hand delivery, at the time of delivery if on a business day at or before 5:30pm (Sydney time), otherwise on the next business day;
- (b) if sent by pre-paid post within the same country, on the second business day after the date of posting, or if sent by pre-paid airmail from an address in a country to an address in another country, on the fifth business day after the date of posting; or
- (c) if sent by email, at the time of sending if on a business day at or before 5:30pm (Sydney time), otherwise on the next business day, provided that the sender does not receive a subsequent 'out of office' reply or similar response or a system administrator message stating that the email did not reach its intended recipient.

11.5 Interpretation

In this deed headings and bold typing are included for convenience only and do not affect interpretation and, unless the context otherwise requires, a reference to a business day is a reference to a day which is not a Saturday, Sunday, bank holiday or public holiday in Brisbane, Queensland, a monetary reference is a reference to Australian currency and a word or term defined in the Corporations Act has the same meaning in this deed.

Executed as a deed

Executed by Prodigy Gold NL ACN 009 127)
020 in accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)
)
)



Director

Mark Edwards

Full Name

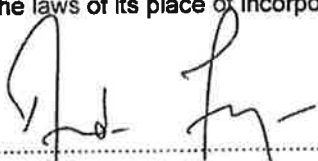


Director/Company Secretary

Jutta Zimmermann

Full Name

Executed by APAC Resources Limited in)
accordance with its constituent documents)
and the laws of its place of incorporation:)
)
)



Authorised Signatory

Andrew Ferguson

Full Name



Authorised Signatory

WONG Tai Chun, Mark

Full Name