

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 the announcement released on 13 January 2015, Norton Gold Fields Ltd (ACN 112 287 797) (**Norton**) announces that it has entered into a binding Scheme Implementation Agreement (**SIA**) with its majority shareholder, Zijin Mining Group Co., Ltd (**Zijin**). The SIA provides that Zijin will acquire all of the issued securities that it does not already own, by way of a Court approved Scheme of Arrangement for an offer consideration of \$0.20 per share (**Proposal**).

Zijin (through a related entity) currently holds approximately 82.43% of Norton shares. If the Scheme of Arrangement is approved, Norton's shareholders who are not associated with Zijin or its related entities (**Minority Shareholders**) will receive cash consideration of \$0.20 for each Norton share they own.

The Proposal has been considered by the directors of Norton who are independent from Zijin, being Anne Bi, Noel White and Dianmin Chen (**Independent Directors**). In the absence of a superior proposal and subject to an independent expert concluding that the Proposal is in the best interests of Norton shareholders, the Independent Directors unanimously support the Proposal and recommend that Norton shareholders vote in favour of the Proposal. Subject to the same qualifications, the Independent Directors intend to vote, or cause the voting of any shares in which he or she has a relevant interests, in favour of the Proposal.

OFFER PRICE

The offer price of \$0.20 per Norton share represents a substantial premium to the historical trading price of Norton shares prior to Norton receiving an indicative non-binding proposal from Zijin on 12 January 2015, as set out below:

- 42.9% premium to the closing share price of \$0.140 on 9 January 2015 (being the last trading day prior to the date on which Norton received an indicative non-binding proposal from Zijin).
- 54.7% premium to 1 month Volume Weighted Average Price of \$0.129 up to 9 January 2015.
- 56.0% premium to 3 month Volume Weighted Average Price of \$0.128 up to 9 January 2015.
- 53.6% premium to 12 month Volume Weighted Average Price of \$0.130 up to 9 January 2015.

KEY CONDITIONS FOR IMPLEMENTATION

- Minority Shareholder approval (requiring approval by at least 50% in number of Minority Shareholders voting (in person or by Proxy), and who represent at least 75% of the total votes cast).
- Australian Foreign Investment Review Board (**FIRB**) approval.
- ASX and ASIC approval.
- Chinese regulatory approvals.
- Deloitte Corporate Finance Pty Limited (as the independent expert) concluding that the Proposal is in the best interests of Minority Shareholders.
- Court approval.
- No material adverse change, 'prescribed occurrence' or regulatory restraint.

Full details of the conditions of the Proposal are set out in the SIA, a copy of which is **attached** to this announcement.

TIMETABLE*

Action	Date
First Court Hearing	Late March 2015
Norton to dispatch Scheme Booklet to Norton shareholders	Early April 2015
Scheme Meeting	Early May 2015
Second Court Hearing	Mid-May 2015
Effective Date	Mid-May 2015
Record Date	Late May 2015
Implementation Date	Late May 2015

* The above timetable is indicative only and is subject to variation by agreement of the parties. Any changes to the timetable will be notified by ASX announcement.

Shareholders do not need to take any action at this time.

ADVISERS

Norton is being advised by financial adviser RFC Ambrian Limited and legal adviser HopgoodGanim.

Zijin is being advised by financial adviser GMP Securities and legal adviser Corrs Chambers Westgarth.

ABOUT NORTON

Norton Gold Fields Limited (ASX:NGF) is one of Australia's largest domestic gold producers, with annual production of more than 170,000 ounces. The Company has a mining and processing complex in Western Australia's world-class Kalgoorlie gold region, including a highly prospective tenement package of 1,091km² surrounding the 3.3Mtpa Paddington Mill.

Norton recently acquired the Bullabulling Gold Project near Coolgardie, including a series of granted mining leases, prospecting licences and exploration licences. Historically, Bullabulling was a near-surface open pit gold mining producer in the 1990's. Norton aims to review and advance the project towards production.

Norton has Mineral Resources of 10.35Moz including 7Moz from the Paddington Operation and 3.21Moz from the Bullabulling Gold Project. Norton has gold ore reserves of 1.11Moz and a mine life in excess of ten years, with considerable exploration upside from more than 80 known prospects across its tenement package.

The Company also has the Mount Morgan gold tailings project in central Queensland.

Norton is well positioned in growing the business with the strong support from its major shareholder Zijin Mining Group Co., Limited.

ABOUT ZIJIN

Zijin is a large scale state-owned mining group with its headquarters in Shanghang County, Fujian Province, PRC. It is one of the largest gold producers and second largest copper producer in China. Zijin has also developed an extensive product portfolio including zinc, lead, tungsten, iron and other base metals in the past 20 years.

In 2013, the sales revenue of the Zijin was 49.77 billion Yuan with a total profit of 3.84 billion Yuan, by the end of 2013, the total asset was 66.90 billion Yuan.

Zijin currently holds 82.43% of shares in Norton through its wholly owned subsidiary Jinyu HK International Mining Co. Ltd.

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

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



Sydney
Melbourne
Brisbane
Perth

Execution version

Zijin Mining Group Co., Ltd

Norton Gold Fields Limited

Scheme Implementation Agreement

Contents

1	Definitions	1
2	Implementation of the Scheme	12
3	Conditions	12
3.1	Conditions	12
3.2	Best endeavours	14
3.3	Regulatory Approvals	14
3.4	Benefit and waiver of certain Conditions	14
3.5	Notification of certain events	15
3.6	Consultation if Conditions not met	16
3.7	Failure to agree	16
4	Scheme	17
4.1	Scheme	17
4.2	Scheme Consideration	17
4.3	Appointment of nominee	17
5	Steps for implementation	18
5.1	Target's obligations	18
5.2	Bidder's obligations	21
5.3	Transaction Implementation Committee	22
5.4	Preparation of the Scheme Booklet	23
5.5	Compliance with obligations	24
5.6	Access to information	24
5.7	Board and management changes	25
6	Options	25
6.1	Cancellation Deed – OPT1 holder	25
6.2	OPT2 holders	25
6.3	Best endeavours	26
7	Conduct of business	26
7.1	Conduct of business	26
7.2	Prohibited Actions	26
8	Exclusivity	26
8.1	No current discussions	26
8.2	Notification of approaches	27
8.3	Matching right	27
8.4	Revisions to a Third Party Proposal	27
9	Representations and warranties	28
9.1	Preliminary	28
9.2	Target's representations	28
9.3	Bidder's representations	30
9.4	Reliance by parties	31
9.5	Survival of representations	31

9.6	Notification of breach and compliance certificate	32
10	Indemnities	32
10.1	Target's indemnity	32
10.2	Bidder's indemnity	32
10.3	Survival of indemnities	33
11	Confidentiality	33
11.1	Target's obligations	33
11.2	Bidder's obligations	33
12	Public announcements	34
12.1	Announcement of Transaction	34
12.2	Public announcements	34
12.3	Required disclosure	34
12.4	Statements on termination	35
13	Termination	35
13.1	Termination events	35
13.2	Effect of termination	35
14	GST	36
14.1	Construction	36
14.2	Consideration GST exclusive	36
14.3	Payment of GST	36
14.4	Timing of GST payment	37
14.5	Tax invoice	37
14.6	Adjustment event	37
14.7	Reimbursements	37
14.8	No merger	37
15	Notices	37
15.1	General	37
15.2	Notices to be faxed	38
15.3	Particulars for delivery of notices	38
15.4	Communications by fax	38
15.5	After hours communications	38
15.6	Process service	39
16	General	39
16.1	Duty	39
16.2	Legal costs	39
16.3	Amendment	39
16.4	Waiver and exercise of rights	39
16.5	Rights cumulative	39
16.6	Consents	39
16.7	Further steps	40
16.8	Governing law and jurisdiction	40
16.9	Assignment	40

16.10 Liability	40
16.11 Counterparts	40
16.12 Entire understanding	40
16.13 Relationship of parties	40
16.14 No merger	41
16.15 Specific performance	41
16.16 Construction	41
16.17 Headings	42
Schedule 1 - Timetable	43
Execution	44
Annexure A - Scheme	45
Annexure B - Deed Poll	46
Annexure C - Announcement	47

Date: 6 February 2015

Parties

Zijin Mining Group Co., Ltd, 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 Bidder has agreed with Target for Bidder to acquire all of the issued ordinary shares of Target which it does not already own by means of a scheme of arrangement.
 - B Target has agreed to propose the Scheme to Target Shareholders.
 - C The parties have agreed to act in good faith to implement the Scheme on and subject to the terms set out in this document.
-

Agreed terms

1 Definitions

In this document these terms have the following meanings:

Advisers	In relation to an entity, its legal, financial and other expert advisers and agents.
Announcement	The announcement in the form contained in annexure C .
ASIC	The Australian Securities and Investments Commission.
Associate	In relation to each party, has the meaning given in sections 11, 12 and 16 of the Corporations Act.
ASX	ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it.
ASX Listing Rules	The official listing rules of ASX.
Bidder Board	The board of directors of Bidder.
Bidder	Lan Fusheng, Shaoyang Shen, Emil Fan and Wang

Committee Members	Chao.
Bidder Confidential Information	Any commercial, financial or technical information of any member of Bidder Group disclosed or supplied by or on behalf of any such entity to Target or any of its Representatives, whether orally or visually or in documentary or electronic form and including the notes, records or copies made by Target or any of its Representatives of such information but excluding information which is in the public domain (other than as a result of a breach of this document by Target) or otherwise previously known to Target.
Bidder Group	Bidder and each of its Related Entities.
Bidder Indemnified Parties	Each member of the Bidder Group and the Officers and employees of each of those entities.
Bidder Information	Such information regarding Bidder and the Bidder Group provided by or on behalf of Bidder to Target or the Independent Expert to enable the Scheme Booklet to be prepared and completed, and applications for the Regulatory Approvals to be made.
Bidder's Nominee	The entity nominated by the Bidder pursuant to clause 4.3 .
Business Day	The meaning given in the ASX Listing Rules.
Cancellation Deed	A deed in the form to be agreed by Target and Bidder to be provided to the OPT1 holder in respect of the proposed cancellation or transfer of each OPT1 held by him, which cancellation or transfer will be conditional upon the scheme becoming Effective.
Condition	A condition set out in clause 3.1 .
Control	The meaning given to that term in the Corporations Act.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Court	The Federal Court of Australia or any other court of competent jurisdiction under the Corporations Act agreed in writing by Target and Bidder.
Deed Poll	A deed poll in the form of annexure B or in such other form as agreed by Bidder and Target to be executed by Bidder in favour of the Scheme Participants, under which Bidder covenants in favour of each Scheme Participant to perform its obligations under the Scheme and this document as regards the implementation of the Scheme.
Disclosure	The meaning given to that term in clause 11.1(a) .

Purpose	
Effective	The time at which the Scheme Order takes effect pursuant to section 411(10) of the Corporations Act.
Effective Date	The date on which the Scheme becomes Effective.
End Date	30 June 2015 or such later date as Bidder and Target agree in writing.
Excluded Share	A Target Share held by Bidder or any of its Associates or by any person on behalf of, or for the benefit of, Bidder or any of its Associates.
Exclusivity Period	The period from and including the date of this document to and including the earlier of the date this document is terminated in accordance with its terms or the Effective Date.
First Court Date	The first day of the First Court Hearing or, if the First Court Hearing is adjourned for any reason, the first day on which the adjourned application is heard.
First Court Hearing	The hearing of the application made to the Court for orders under section 411(1) of the Corporations Act that the Scheme Meeting be convened.
Governmental Agency	Any government, whether Federal, State or Territory, municipal or local, and any agency, authority, commission, department, instrumentality, regulator or tribunal thereof, including the Commissioner of Taxation, Australian Taxation Office and Australian Competition and Consumer Commission.
Implementation Date	The third Business Day following the Record Date, or such other date as ordered by the Court or agreed between Bidder and Target.
Independent Expert	Deloitte Corporate Finance Pty Limited or such other independent expert that Target determines (acting reasonably).
Independent Expert's Report	The report in connection with the Scheme to be prepared by the Independent Expert in accordance with the Corporations Act, and ASIC policy and practice, for inclusion in the Scheme Booklet.
Insolvency Event	Any of the following: <ul style="list-style-type: none"> (a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable; (b) a person is taken or must be presumed to be insolvent or unable to pay the person's debts under any applicable legislation;

- (c) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a corporation;
- (d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;
- (e) a controller (as that term is defined in the Corporations Act) is appointed in respect of any property of a corporation;
- (f) a corporation is deregistered under the Corporations Act or notice of its proposed deregistration is given to the corporation;
- (g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them; or
- (i) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

Losses

All claims, actions, proceedings, liabilities, obligations, damages, loss, charges, costs, expenses and duties or other outgoings.

Material Adverse Change

A matter, event or circumstance that occurs, is announced or becomes known to Target (whether or not it becomes public) where that matter, event or circumstance has, has had, or could reasonably be expected to have, individually or when aggregated with all such matters, events or circumstances:

- (a) a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the Target Group taken as a whole;
- (b) without limiting the generality of **paragraph (a)**:
 - (i) the effect of diminishing the value of the net

	assets of the Target Group by an amount of \$10 million or more, as compared to the value of the net assets of the Target Group set out in its consolidated balance sheet as at 31 December 2013; or
	(ii) the effect of reducing in any financial year earnings before interest, tax, depreciation and amortisation of the Target Group by an amount of \$5 million or more.
Officer	In relation to an entity, its directors and senior executives.
OPT1	An unlisted option to acquire Target Shares with an exercise price of \$0.241 due to expire 22 August 2017 (subject to terms of issue), issued as part of the remuneration package of the Target's Managing Director.
OPT1 holder	Each registered holder of an OPT1.
OPT2	An unlisted option to acquire Target Shares with an exercise price of \$0.27 due to expire 30 April 2015 (issued by Target as part of the consideration for its bid for Kalgoorlie Mining Company).
OPT2 holder	Each registered holder of an OPT2.
Option	An option or other right to acquire Target Shares, including OPT1 and OPT2.
PRC	People's Republic of China.
Prescribed Occurrence	Other than: <ul style="list-style-type: none"> (a) as required or contemplated by this document; (b) as required or contemplated under the Scheme; or (c) with the express consent of Bidder, the occurrence of any of the following: <ul style="list-style-type: none"> (d) Target converting all or any of its shares into a larger or smaller number of shares; (e) any member of the Target Group resolving to reduce, or reducing, its share capital in any way, or reclassifying, redeeming, combining, splitting or repurchasing directly or indirectly any of its shares; (f) any member of the Target Group resolving to buy back, or buying back, any of its shares, including by: <ul style="list-style-type: none"> (i) entering into a buy-back agreement; or (ii) resolving to approve the terms of a buy-back agreement under the Corporations Act;

- (g) any member of the Target Group making or declaring any distribution whether by way of dividend or capital reduction or otherwise and whether in cash or in specie;
- (h) any member of the Target Group issuing shares, or granting an option over its shares, or agreeing to make such an issue, other than pursuant to:
 - (i) any of Target's existing employee share plans; or
 - (ii) an issue of ordinary shares following the valid exercise of any options on issue at the date of this document or any other security convertible into ordinary shares on issue at the date of this document;
- (i) any member of the Target Group issuing, or agreeing to issue, securities convertible into shares or debt securities (including any performance rights or options);
- (j) other than in the ordinary course of business and consistent with past practice or under any Target Finance Document, any member of the Target Group 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) any member of the Target Group becoming subject to an Insolvency Event or being deregistered or dissolved;
- (l) other than in the ordinary course of business and consistent with past practice, any member of the Target Group:
 - (i) acquiring, leasing or disposing of;
 - (ii) agreeing to acquire, lease or dispose of; or
 - (iii) offering, proposing or announcing a bid or tenders for,

any material business, assets (other than trading inventories and consumables in the ordinary and usual course of business) or entity with a value greater than \$10 million, or enters into joint venture, partnership or similar arrangement;
- (m) any member of the Target Group adopting a new constitution or modifying or repealing its constitution or a provision of it or a similar constituent

document;

- (n) any member of the Target Group incurring any indebtedness or issuing any indebtedness by way of borrowings, loans or advances for amounts in aggregate in excess of \$10 million;
- (o) any member of the Target Group making, in aggregate, capital expenditure in excess of \$15 million on projects not commenced or approved prior to the date of this document;
- (p) other than in the ordinary course of business and consistent with past practice, any member of the Target Group:
 - (i) entering into any contract or commitment involving revenue or expenditure of more than \$10 million over the term of the contract or commitment; or
 - (ii) terminating or amending in a material manner any contract of the Target Group's business which involves expenditure or revenue of more than \$10 million over the term of the contract;
- (q) any member of the Target Group entering into a contract or commitment restraining it from competing with any person or conducting activities in any market;
- (r) other than in the ordinary course of business and consistent with past practice or except as provided for in an existing employment contract in place at the date of this document, any member of the Target Group:
 - (i) paying any bonus to, or increasing the compensation of, any Officer or employee of any member of the Target Group;
 - (ii) accelerating the rights of any Officer or employee of any member of the Target Group to compensation or benefits of any kind (including under any Target executive or employee share or performance bonus plan);
 - (iii) granting to any Officer or employee of any member of the Target Group any increase in severance or termination pay or superannuation entitlements or by issuing any Target Shares or securities convertible to

	<p>Target Shares to any of those persons; or</p> <p>(iv) establishing, adopting, entering into or amending in any material respect (including by taking any action to accelerate any rights or benefits due under) any enterprise bargaining agreement, Australian workplace agreement, employee benefit plan or superannuation scheme of Target or relating to the Officers or employees of any member of the Target Group; or</p> <p>(s) any member of the Target Group making any change in its accounting methods, principles or practices which would materially affect the reported consolidated assets, liabilities or results of operations of any member of the Target Group, other than as required to comply with any changes to generally accepted accounting principles, standards, guidelines or practices in the jurisdiction of the relevant entity's incorporation.</p>
Record Date	7.00 pm on the fourth Business Day following the Effective Date or such other date and time as Bidder and Target agree.
Register	The register of members of Target maintained by or on behalf of Target in accordance with the Corporations Act.
Regulatory Approval	<p>(a) Any approval, consent, authorisation, registration, filing, lodgement, permit, franchise, agreement, notarisation, certificate, permission, licence, approval, direction, declaration, authority or exemption from, by or with a Regulatory Authority; or</p> <p>(b) in relation to anything that would be fully or partly prohibited or restricted by law if a Regulatory Authority intervened or acted in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.</p>
Regulatory Authority	Any Australian, PRC or other foreign government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial entity, commission, tribunal agency or authority or any Minister, department, office or delegate of any government. It includes a self-regulatory organisation established under statute or a stock exchange, ASIC, ASX, the Foreign Investment Review Board and the Australian Competition and Consumer Commission, and the National Development and Reform

	Commission, the State Administration of Foreign Exchange and Ministry of Commerce of PRC, and /or at their provincial or municipal departments or counterparts thereof.
Regulator's Draft	The draft of the Scheme Booklet in a form acceptable to both Bidder and Target which is provided to ASIC for review pursuant to section 411(2) of the Corporations Act.
Related Body Corporate	The meaning given to that term in the Corporations Act.
Related Entity	Of a party means another entity which: <ul style="list-style-type: none"> (a) is a Related Body Corporate of the first entity; (b) is in any consolidated entity (as defined in section 9 of the Corporations Act) which contains the party; or (c) the party Controls.
Relevant Interest	The meaning given to that term in the Corporations Act.
Representative	In relation to a party: <ul style="list-style-type: none"> (a) each of the party's Related Entities; and (b) each of the Officers, employees and Advisers of the party or of any of its Related Entities.
Scheme	The proposed scheme of arrangement between Target and the Scheme Participants under Part 5.1 of the Corporations Act in the form of annexure A (or in such other form as agreed by Bidder and Target), subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and agreed in writing by Bidder and Target.
Scheme Booklet	The information to be dispatched to Target Shareholders and approved by the Court, including the Scheme, explanatory statement in relation to the Scheme issued pursuant to section 412 of the Corporations Act and registered with ASIC, the Independent Expert's Report, the Deed Poll, a copy of this document and the notice convening the Scheme Meeting (together with proxy forms).
Scheme Consideration	\$0.20 cash for each Scheme Share held by a Scheme Participant or such other amount as agreed between Bidder and Target.
Scheme Meeting	The meeting ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act in respect of the Scheme.
Scheme Order	The order of the Court made for the purposes of section 411(4)(b) of the Corporations Act in relation to the

	Scheme.
Scheme Participant	Each holder of Scheme Shares as at the Record Date.
Scheme Shares	The Target Shares other than the Excluded Shares.
Second Court Date	The first day of the Second Court Hearing or, if the Second Court Hearing is adjourned for any reason, the first day on which the adjourned application is heard.
Second Court Hearing	The hearing of the application made to the Court for the Scheme Order.
Subsidiary	The meaning given to that term in the Corporations Act.
Superior Proposal	<p>A publicly announced bona fide Third Party Proposal received after the date of this document which the Target Transaction Sub-Committee acting in good faith and reasonably (after consultation with its legal and financial advisers) determines is:</p> <ul style="list-style-type: none"> (a) reasonably capable of being completed on a timely basis taking into account all aspects of the Third Party Proposal, including any approval requirements under the Third Party Proposal having regard to Bidder's existing shareholding in the Target; and (b) more favourable to Target Shareholders (as a whole, excluding the Bidder) than the Scheme (taking into account, among other things, all legal, financial, regulatory and other aspects of the Third Party Proposal and the identity of the offeror).
Takeovers Panel	The body established under section 171 of the Australian <i>Securities and Investments Commission Act 2001</i> as the primary forum for resolving disputes about takeovers.
Target Board	The board of directors of Target.
Target Committee Members	Target Transaction Sub-Committee, Richard Jones, and Stephen Phan or such other person as is nominated by Target.
Target Confidential Information	Any commercial, financial or technical information of any member of Target Group disclosed or supplied by or on behalf of any such entity to Bidder or any of its Representatives, whether orally or visually or in documentary or electronic form and including the notes, records or copies made by Bidder or any of its Representatives of such information but excluding information which is in the public domain (other than as a result of a breach of this document by Bidder) or

	otherwise previously known to Bidder.
Target Director	A director of Target.
Target Group	Target and each of its Related Entities.
Target Indemnified Parties	Each member of the Target Group and the Officers and employees of each of those entities.
Target Information	All information contained in the Scheme Booklet and all information provided by or on behalf of Target to the Independent Expert to enable the Independent Expert's Report to be prepared and completed, but does not include the Bidder Information, the Independent Expert's Report and any other expert report.
Target Share	A fully paid ordinary share in the capital of Target.
Target Shareholder	Each person who is registered in the Register as the holder of Target Shares.
Target Suspension Date	The date identified in the Timetable as the Target Suspension Date.
Target Transaction Sub-Committee	The sub-committee established by Target in relation to the Transaction, comprising Anne Bi, Noel White and Dianmin Chen.
Third Party Proposal	<p>(a) A transaction which, if completed, would mean a person (other than Bidder or Bidder's Nominee) would, directly or indirectly:</p> <ul style="list-style-type: none"> (i) acquire all or a substantial part of the assets or business of the Target Group; (ii) acquire a Relevant Interest in 10% or more of Target's voting shares or of the share capital of any of its Related Bodies Corporate or enter into any cash settled equity swap or other derivative contract arrangement in respect of (when aggregated with any shareholding) 10% or more of the relevant company's share capital; or (iii) acquire Control of Target; <p>(b) a takeover bid, scheme of arrangement, amalgamation, merger, capital reconstruction, consolidation, purchase of main undertaking or other business combination involving Target and/or its Related Bodies Corporate;</p> <p>(c) a transaction involving the formation of a dual listed company structure, stapled security structure or other form of synthetic merger having the same or</p>

	substantially the same effect as a takeover bid for, or scheme of arrangement in respect of, Target and/or its Related Bodies Corporate; or
	(d) any agreement, arrangement or understanding requiring Target to abandon, or otherwise fail to proceed with, the Transaction or which is otherwise prejudicial to the Transaction.
Timetable	The indicative timetable set out in schedule 1 or such other timetable as may be agreed in writing by the parties or their Advisers.
Transaction	The acquisition by Bidder of all of the Scheme Shares through the implementation of the Scheme and the separate cancellation or acquisition of the Options as contemplated in this document.
Transaction Implementation Committee	The committee to be established under clause 5.3 .

2 Implementation of the Scheme

Target agrees to propose, and the parties agree to implement, the Scheme on the terms set out in this document.

3 Conditions

3.1 Conditions

The Scheme will not become Effective unless, and the obligation of Bidder under **clause 4.2** is subject to, each of the following conditions being satisfied or waived in accordance with **clause 3.4**:

- (a) **(Regulatory Approvals)** before 8.00 am on the Second Court Date:
 - (i) **(ASIC and ASX)** ASIC and ASX issue or provide such consents, approvals or waivers or do such other acts which Bidder determines are necessary or desirable to implement the Transaction and such acts are not withdrawn, including in the case of ASIC, providing the statement required under section 411(17)(b); and
 - (ii) **(Other Regulatory Approvals)** all other Regulatory Approvals which are necessary to implement the Transaction are obtained.
- (b) **(Court orders)** no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition being in effect at 8.00 am on the

Second Court Date which prevents the consummation of any aspect of the Transaction.

(c) **(representations and warranties):**

- (i) **(Target)** the representations and warranties of Target set out in **clause 9.2** are materially true and correct; and
- (ii) **(Bidder)** the representations and warranties of Bidder set out in **clause 9.3** are materially true and correct,

in each case, as of the date of this document and as at 8.00 am on the Second Court Date.

- (d) **(No Material Adverse Change)** no Material Adverse Change occurs or becomes apparent between the date of this document and 8.00 am on the Second Court Date.
- (e) **(No Prescribed Occurrence)** no Prescribed Occurrence occurs between the date of this document and 8.00 am on the Second Court Date.
- (f) **(Independent Expert Report)** the Independent Expert issues its report which concludes that the Scheme is in the best interests of Scheme Participants before the date on which the Scheme Booklet is registered by ASIC under the Corporations Act and the Independent Expert does not change its conclusions or withdraw its report prior to 8.00 am on the Second Court Date.
- (g) **(Target Shareholder approval)** Target Shareholders (excluding any holder of Excluded Shares) approve the Scheme by the necessary statutory majorities at the Scheme Meeting (or any adjournment or postponement of the Scheme Meeting).
- (h) **(Court approval of Scheme)** the Court approves the Scheme under section 411(4)(b) of the Corporations Act and an office copy of the Scheme Order is lodged with ASIC as contemplated by section 411(10) of the Corporations Act.
- (i) **(FIRB)** before 8.00 am on the Second Court Date either:
 - (i) The Treasurer of the Commonwealth of Australia (or their delegate) has provided a notice in writing (without any term of condition which Bidder considers unacceptable, acting reasonably) stating or to the effect that, in terms of Australia's Foreign Investment Policy, the Australian Government do not object to Bidder acquiring the Scheme Shares pursuant to the Scheme; or
 - (ii) The Treasurer of the Commonwealth of Australia has become precluded by lapse of time from making an order in respect of the acquisition of the Scheme Shares by Bidder pursuant to the Scheme under the Foreign Acquisitions and Takeovers Act 1975.

- (j) **(Options)** before 8.00 am on the Second Court Date all outstanding Options:
 - (i) have vested and been exercised;
 - (ii) have been lapsed;
 - (iii) in the case of OPT1, are either cancelled or acquired by Bidder, or agreed to be cancelled or acquired by the Bidder, pursuant to a Cancellation Deed; or
 - (iv) are otherwise dealt with as is agreed between the parties.
- (k) **(PRC approvals)** before 8.00 am on the Second Court Date, Bidder obtaining all approvals, consents, authorisations, registrations and filings as required in connection with the Transaction from the National Development and Reform Commission, the State Administration of Foreign Exchange and the Ministry of Commerce of PRC, and /or at their provincial or municipal departments or counterparts.

3.2 Best endeavours

Each party must use its best endeavours to procure that:

- (a) each of the Conditions for which it is responsible is satisfied as soon as practicable after the date of this document, or continues to be satisfied at all times until the last time it is to be satisfied (as the case may require), with a view to the Effective Date occurring on or before the End Date; and
- (b) there is no event or circumstance within the reasonable control or influence of that party that would prevent the Conditions being satisfied.

3.3 Regulatory Approvals

Without limiting the generality of **clause 3.2**:

- (a) each party must promptly apply for all relevant Regulatory Approvals, providing a copy to the other party of all such applications, and take all steps it is responsible for as part of the approval process for the Scheme, including responding to requests for information at the earliest practicable time; and
- (b) each party must use best endeavours to consult with the other in advance in relation to all material communications with any Regulatory Authority relating to any Regulatory Approval and provide the other party with all information reasonably requested in connection with the application for any Regulatory Authority.

3.4 Benefit and waiver of certain Conditions

- (a) **(both parties)** Target and Bidder together have the benefit of the Conditions in **clauses 3.1(a), 3.1(b) and 3.1(i)** and any breach or non-fulfilment of those Conditions can only be waived with the consent of both parties.

- (b) **(Target)** Target has the benefit of the Conditions in **clauses 3.1(c)(ii)** and **3.1(f)** and any breach or non-fulfilment of those Conditions can only be waived with the consent of Target.
- (c) **(Bidder)** Bidder has the benefit of the Conditions in **clauses 3.1(c)(i), 3.1(d), 3.1(e), 3.1(j)** and **3.1(k)** and any breach or non-fulfilment of those Conditions can only be waived with the consent of Bidder.
- (d) The Conditions in **clauses 3.1(g)** and **3.1(h)** cannot be waived by either party.
- (e) A party entitled to waive a Condition under this **clause 3.4** may do so in its absolute discretion.
- (f) If a waiver by a party of a Condition is itself conditional and the other party accepts the condition, the terms of that condition apply accordingly. If the other party does not accept a conditional waiver of the Condition, the Condition has not been waived.
- (g) If a party waives the breach or non-fulfilment of any of the Conditions, that waiver will not preclude it from suing the other party for any breach of this document, including a breach that resulted in the non-fulfilment of the Condition that was waived.
- (h) Unless specified in the waiver, a waiver of the breach or non-fulfilment of any Condition will not constitute:
 - (i) a waiver of breach or non-fulfilment of any other Condition resulting from events or circumstances giving rise to the breach or non-fulfilment of the first Condition; or
 - (ii) a waiver of breach or non-fulfilment of that Condition resulting from any other event or circumstance.

3.5 Notification of certain events

- (a) Each party must:
 - (i) **(keep informed)** promptly and reasonably inform the other either directly or through its Advisers of the steps it has taken and of its progress towards satisfaction of the Conditions;
 - (ii) **(notice of satisfaction)** promptly notify the other if it becomes aware that any Condition has been satisfied;
 - (iii) **(notice of failure)** promptly notify the other if it becomes aware that any Condition has failed to be satisfied or has become incapable of being satisfied or is not reasonably capable of being satisfied or of any circumstances which may reasonably be expected to lead to such a state of affairs; and
 - (iv) **(notice of waiver)** after having given or received a notice in accordance with **clause 3.5(iii)** in relation to a Condition that it is entitled under **clause 3.4** to waive, give notice to the other party as soon as possible (and in any event no later than five Business Days or such shorter time to ensure that notice is given before

5.00 pm on the last Business Day before the Second Court Date) as to whether or not it waives the breach or non-fulfilment of the relevant Condition, specifying the Condition in question.

- (b) Subject to the satisfaction and/or waiver of the Conditions, Bidder and Target must each provide the Court on the Second Court Date with a certificate that all of the Conditions (other than the Condition requiring Court approval of the Scheme) are satisfied, or if not satisfied, are waived.
- (c) The giving of a certificate by each of the Bidder and Target under **clause 3.5(b)** will in the absence of manifest error, be conclusive evidence of the satisfaction or waiver of the Conditions referred to in the certificate.

3.6 Consultation if Conditions not met

If:

- (a) there is a breach or non-fulfilment of a Condition which is not waived in accordance with this document by the time or date specified in this document for its satisfaction; or
- (b) there is an act, failure to act, event or occurrence which will prevent a Condition being satisfied by the time or date specified in this document for its satisfaction (and the breach or non-fulfilment of the Condition which would otherwise occur has not already been waived),

then the parties will consult in good faith with a view to determining whether:

- (c) the Transaction may proceed by way of alternative means or methods and, if so, to agree on the terms of such alternative means or methods;
- (d) to extend the relevant time or date for satisfaction of the Conditions;
- (e) to change the date of the application to be made to the Court for the Scheme Order or adjourning that application (as applicable) to another date agreed by the parties; or
- (f) to extend the End Date.

3.7 Failure to agree

- (a) If the parties are unable to reach agreement under **clause 3.6** within five Business Days (or any shorter period ending at 5.00 pm on the Business Day before the Second Court Date), then unless that Condition is waived in accordance with **clause 3.4**, a party entitled to the benefit of that Condition may (subject to **clause 3.7(b)**) terminate this document.
- (b) A party will not be entitled to terminate this document pursuant to **clause 3.7(a)** if the relevant Condition has not been satisfied as a result of:
 - (i) a breach of this document by that party; or

- (ii) a deliberate act or omission of that party which either alone or together with other circumstances prevents that condition being satisfied.
- (c) Termination of this document under **clause 3.7(a)** does not affect any accrued rights of either party arising from any breach of this document prior to termination.

4 Scheme

4.1 Scheme

Subject to the terms of this document and of the Scheme, Target must propose the Scheme, under which on the Implementation Date:

- (a) all of the Scheme Shares held by Scheme Participants will be transferred to Bidder; and
- (b) the Scheme Participants will receive the Scheme Consideration.

4.2 Scheme Consideration

Subject to the terms of the Scheme, Bidder covenants in favour of Target (in its own right and separately as trustee or nominee for each of the Scheme Participants), that in consideration for the transfer to Bidder of the Scheme Shares held by a Scheme Participant under the terms of the Scheme, Bidder will on the Implementation Date:

- (a) accept that transfer; and
- (b) in accordance with the Deed Poll and this document, pay each Scheme Participant the Scheme Consideration.

4.3 Appointment of nominee

Target acknowledges and agrees that Bidder may, no later than 21 days after the date of this document by written notice to Target, nominate the Bidder's Nominee to acquire all of the Scheme Shares instead of Bidder. If any such nomination is made and unless the context otherwise requires, all references in this document with respect to Bidder acquiring all of the Scheme Shares and paying the Scheme Consideration will be construed as if references to Bidder were replaced with references to the Bidder's Nominee. Bidder irrevocably guarantees (as a principal obligation) the due and punctual performance by the Bidder's Nominee of all of its obligations under or in connection with this document, the Scheme and the Deed Poll. If Bidder's Nominee commits any default or breach of this document, Bidder will, immediately on written demand by Target, perform all obligations (if any) of Bidder's Nominee in accordance with the provisions of this document.

5 Steps for implementation

5.1 Target's obligations

Target must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Scheme on a basis consistent with this document, in accordance with the Timetable, and in particular Target must:

- (a) **(announce recommendation of the Scheme)** immediately after execution of this document release the Announcement, including stating that each member of the Target Transaction Sub-Committee:
 - (i) subject to the Independent Expert concluding that the Scheme is in the best interests of Scheme Participants, and there being no Superior Proposal, recommends to Target Shareholders that Target Shareholders vote in favour of all resolution(s) to be proposed at the Scheme Meeting to approve the Scheme;
 - (ii) who holds Target Shares intends to vote their Target Shares in favour of the resolution(s) to be proposed at the Scheme Meeting to approve the Scheme,

and not withdraw or modify any of the above statements unless:

- (iii) the Independent Expert concludes that the Scheme is not in the best interests of Scheme Participants; or
 - (iv) there is a Superior Proposal.
- (b) **(Scheme Booklet):**
 - (i) promptly prepare and, subject to approval by the Court, despatch the Scheme Booklet to the Target Shareholders. Target will prepare the Scheme Booklet in accordance with **clause 5.4** and will act in good faith to attempt to ensure that the Scheme Booklet complies with the requirements of:
 - (A) the Corporations Act and the *Corporations Regulations 2001* (Cth);
 - (B) ASIC policy; and
 - (C) the ASX Listing Rules;
 - (ii) ensure that the Scheme Booklet includes:
 - (A) the Scheme;
 - (B) a statement that the Target Transaction Sub-Committee unanimously recommends approval of the Scheme (subject to the Independent Expert concluding the Scheme is in the best interests of Scheme Participants and there being no Superior Proposal); and
 - (C) notice of Scheme Meeting and proxy form;
 - (iii) ensure that the Scheme Booklet will:

- (A) as at the date the Scheme Booklet is despatched to Target Shareholders, other than in relation to the Bidder Information, not be misleading or deceptive in any material respect (whether by omission or otherwise); and
 - (B) be updated by all such further or new information which may arise after the Scheme Booklet has been despatched until the date of the Scheme Meeting which is necessary to ensure that the Target Information is not misleading or deceptive in any material respect (whether by omission or otherwise);
- (c) **(Independent Expert):**
 - (i) promptly appoint the Independent Expert (and any other specialist expert required) and provide all assistance and information reasonably requested by the Independent Expert (and any other specialist expert) in connection with the preparation of the necessary report(s) for inclusion in the Scheme Booklet; and
 - (ii) on receipt, provide Bidder with a copy of any draft of the Independent Expert's Report (and any other specialist report included in the Independent Expert's Report), for the purposes of verifying the factual accuracy of the draft;
- (d) **(approval of Regulator's Draft)** as soon as practicable after the preparation of an advanced draft of the Scheme Booklet suitable for review by ASIC, procure that a meeting of the Target Transaction Sub-Committee is convened to approve that draft as being in a form appropriate for provision to ASIC for review;
- (e) **(liaison with ASIC)** as soon as practicable after the resolution referred to in **clause 5.1(d)** is passed, provide the Regulator's Draft, to ASIC, and:
 - (i) liaise with ASIC during the period of its consideration of that draft of the Scheme Booklet;
 - (ii) promptly keep Bidder informed of any matters raised by ASIC in relation to the Scheme Booklet, and use all reasonable endeavours in cooperation with Bidder to resolve any such matters; and
 - (iii) at Bidder's request, allow Bidder to attend meetings and discussions with ASIC or ASX (provided that ASIC and ASX express no objection to same);
- (f) **(approval of Scheme Booklet)** as soon as practicable at the conclusion of the review by ASIC of the Scheme Booklet, procure that a meeting of the Target Transaction Sub-Committee is convened to approve the Scheme Booklet in the form approved by ASIC and also to approve an application to the Court for an order that the Scheme Meeting be convened;

- (g) **(section 411(17)(b) statements)** apply to ASIC for the production of a statement in writing pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (h) **(Register details)** subject to the Scheme:
 - (i) provide all necessary information about the Target Shareholders to Bidder which Bidder requires in order to assist Bidder to identify the Target Shareholders and to facilitate the payment of the Scheme Consideration to Scheme Participants;
 - (ii) direct the Target's share registry to promptly provide any information that Bidder reasonably requests in relation to the Register including any sub-register and, where requested by Bidder, Target must procure such information is provided to Bidder in such electronic form as is reasonably requested by Bidder; and
 - (iii) promptly send such notices under section 672A of the Corporations Act at such times and to such persons as Bidder reasonably requires, and give copies of the responses Target receives to Bidder.
- (i) **(Scheme Meeting)** promptly after, and provided that, the approvals in **clauses 5.1(f) and 5.2(e)** have been received:
 - (i) apply to the Court for an order under section 411(1) of the Corporations Act directing Target to convene the Scheme Meeting; and
 - (ii) take all steps necessary to comply with the orders of the Court including, as required, despatching the Scheme Booklet to the Target Shareholders and holding the Scheme Meeting;
- (j) **(Court documents)** consult with Bidder in relation to the content of the documents required for the purpose of the First Court Hearing and the Second Court Hearing (including originating process, affidavits, submissions and draft minutes of Court orders) and consider in good faith, for the purpose of amending drafts of those documents, comments from Bidder and its Representatives on those documents;
- (k) **(registration of explanatory statement)** request ASIC to register the explanatory statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act;
- (l) **(approval and implementation of Scheme)** if the resolution submitted to the Scheme Meeting is passed by the necessary majorities and once the Conditions are satisfied or waived, promptly apply (and, to the extent necessary, re-apply) to the Court for orders approving the Scheme and if that approval is obtained:
 - (i) promptly lodge with ASIC an office copy of the Scheme Order in accordance with section 411(10) of the Corporations Act;

- (ii) close the Register as at the Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme;
 - (iii) execute proper instruments of transfer, and, subject to Bidder providing the Scheme Consideration, effect and register the transfer, of the Scheme Shares in accordance with the Scheme; and
 - (iv) do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme;
- (m) **(ASX listing)** use its best endeavours to ensure that the Target Shares continue to be quoted on the official list conducted by ASX until the Target Suspension Date;
- (n) **(legal representation)** allow, and not oppose, any application by Bidder for leave of the Court to be represented, or the separate representation of Bidder by counsel, at the First Court Hearing and the Second Court Hearing;
- (o) **(publication of information)** as soon as they become available, publish on its website the First Court Date and the Second Court Date, the date of the Scheme Meeting, and the text of all announcements made to ASX in connection with the Transaction; and
- (p) **(compliance with laws)** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all laws and regulations applicable in relation to the Transaction.

Target will be taken to have fulfilled, in a timely manner, its obligations under this **clause 5.1** if such obligations are completed by the time scheduled for such events as set out in the Timetable.

5.2 Bidder's obligations

Bidder must execute all documents and do all acts and things within its power as may be necessary or desirable for the implementation and performance of the Scheme on a basis consistent with this document, in accordance with the Timetable, and in particular Bidder must:

- (a) **(Bidder Information):**
 - (i) prepare and provide to Target the Bidder Information for the purposes of any Regulatory Approvals and for inclusion in the Scheme Booklet as soon as is reasonably practicable, and consult with Target in relation to the content of the Bidder Information;
 - (ii) ensure that the Bidder Information is not misleading or deceptive in any material respect (whether by omission or otherwise); and
 - (iii) provide to Target all such further or new information which may arise after the Scheme Booklet has been despatched until the date of the Scheme Meeting which is necessary to ensure that the

Bidder Information is not misleading or deceptive in any material respect (whether by omission or otherwise);

- (b) **(Independent Expert)** provide all assistance and information reasonably requested by the Independent Expert (and any other specialist expert required) in connection with the preparation of all necessary report(s) for the purposes of the Scheme Booklet;
- (c) **(assistance)** provide any assistance or information reasonably requested by Target in connection with the preparation of the Scheme Booklet and any other document to be sent to Target Shareholders in order to facilitate satisfaction of the Condition in **clause 3.1(g)**;
- (d) **(approval of draft for ASIC)** as soon as practicable after the preparation of an advanced draft of the Scheme Booklet suitable for review by ASIC, approve the Bidder Information in the Scheme Booklet as being in a form appropriate for provision to ASIC for review;
- (e) **(approval of Scheme Booklet)** as soon as practicable at the conclusion of the review by ASIC of the Scheme Booklet, approve the Bidder Information in the Scheme Booklet;
- (f) **(legal representation)** procure that, if requested by Target, Bidder is represented by counsel at the First Court Hearing and the Second Court Hearing, at which, through its counsel, Bidder will undertake (if requested by the Court) to do all such things and take all such steps within its power as may be necessary to ensure the fulfilment of its obligations under the Scheme, and, to the extent that leave of the Court is required for Bidder to be represented at the First Court Hearing or the Second Court Hearing, apply for that leave;
- (g) **(Deed Poll)** prior to the First Court Date, execute the Deed Poll;
- (h) **(Scheme Consideration)** if the Scheme becomes Effective, pay the Scheme Consideration on the Implementation Date in accordance with the Deed Poll and **clause 4.2** of this document; and
- (i) **(compliance with laws)** do everything reasonably within its power to ensure that the Transaction is effected in accordance with all laws and regulations applicable in relation to the Transaction.

Bidder will be taken to have fulfilled, in a timely manner, its obligations under this **clause 5.2** if such obligations are completed by the time scheduled for such event as set out in the Timetable.

5.3 Transaction Implementation Committee

- (a) As soon as practicable after the date of this document, the parties will establish the Transaction Implementation Committee made up of the Target Committee Members and of the Bidder Committee Members and such other persons as the parties may agree from time to time.
- (b) The role of the Transaction Implementation Committee will be to act as a forum for consultation and planning by the parties to implement the

Transaction and to plan the integration of the businesses of Bidder and Target after the Implementation Date.

- (c) Target and Bidder agree to provide such information and make such resources available to the Transaction Implementation Committee as are reasonably required for planning for the operation of the business of Bidder and Target after the Implementation Date and determining potential synergies.
- (d) The Transaction Implementation Committee will meet weekly or as otherwise agreed acting reasonably and at more frequent intervals if either Bidder or Target request.
- (e) Nothing in this clause requires either party to act at the direction of the other, and each party:
 - (i) acknowledges that the business of each party and its Subsidiaries will continue to operate independently of the other until the Implementation Date; and
 - (ii) agrees that nothing in this document constitutes the relationship of a partnership or a joint venture between the parties.

5.4 Preparation of the Scheme Booklet

- (a) **(Drafts)** Target must:
 - (i) make available to Bidder such drafts of the Scheme Booklet as are reasonably requested by Bidder, including all drafts of the Independent Expert's Report (and any other specialist report included in the Independent Expert's Report) received by Target, for the purposes of verifying the factual accuracy of the draft;
 - (ii) provide to Bidder a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised to enable Bidder to review the Regulator's Draft at least three Business Days before its submission to ASIC;
 - (iii) consult with Bidder in relation to the content of those drafts (including inclusion of any Bidder Information);
 - (iv) consider in good faith, for the purpose of amending those drafts, comments from Bidder and its Representatives on those drafts; and
 - (v) obtain the written consent from Bidder for the form and context in which any Bidder Information appears in the Scheme Booklet.
- (b) **(Verification)** Bidder must verify all statements forming part of the Bidder Information, and any statements directly derived from Bidder Information, contained in the Scheme Booklet. Bidder will provide such documentation to evidence its verification that Target may reasonably request, including a verification certificate signed by Representatives of Bidder responsible for verification.

- (c) **(Dispute)** If there is a dispute on any part of the Scheme Booklet (including the Bidder Information), the parties must refer the matter to the Transaction Implementation Committee for resolution. The Transaction Implementation Committee must use its reasonable endeavours to resolve the dispute within two Business Days from the date of referral of the matter. If the matter cannot be resolved at the Transaction Implementation Committee:
 - (i) The Target Transaction Sub-Committee Members must make the final determination as to the form and content of the Scheme Booklet (other than in respect of the Bidder Information; and
 - (ii) The Bidder must make the final determination as to the form and content of the Bidder Information in the Scheme Booklet.

5.5 Compliance with obligations

Target and Bidder each agree to use all reasonable endeavours and utilise all resources reasonably required (including management resources and the resources of external Advisers) to comply with their respective obligations in this **clause 5** and to produce the Scheme Booklet in accordance with the Timetable.

5.6 Access to information

From the date of this document, Target must, and must cause each member of the Target Group to:

- (a) afford to Bidder and its Representatives reasonable access to such documents, records and other information (subject to any existing confidentiality obligations owed to third parties), premises, personnel and advisers of Target and the records, premises or personnel of any member of the Target Group and such reasonable co-operation as Bidder reasonably requires for the purpose of:
 - (i) understanding Target's financial position (including its cashflow and working capital position), trading performance and management control systems;
 - (ii) meeting its obligations under this document;
 - (iii) preparing for carrying on the business of the Target Group following implementation of the Scheme;
 - (iv) facilitating the smooth implementation of the plans of Bidder for the business following implementation of the Scheme;
 - (v) verifying warranties; and
 - (vi) any other purpose which is agreed in writing between the parties;
- (b) as soon as reasonably practicable provide Bidder and its Representatives with any information reasonably requested by it, including:

- (i) monthly management reports for Target and each member of the Target Group; and
- (ii) details of any material contracts which are proposed to be entered into,

but nothing in this **clause 5.6** requires Target to provide to the Bidder information concerning Target's:

- (c) consideration of the Scheme; or
- (d) assessment of the Bidder.

5.7 Board and management changes

As soon as practicable on the Implementation Date, Target must use its reasonable endeavours to ensure that such members of the Target Board as directed by Bidder resign from the Target Board, and that each such director provide written notice to the effect that they have no claim outstanding for loss of office, remuneration or otherwise against Target.

6 Options

6.1 Cancellation Deed – OPT1 holder

Target must:

- (a) **(Co-operation)** co-operate with Bidder and otherwise take all reasonable steps to ensure that the OPT1 holder enters into a Cancellation Deed as soon as reasonably practicable, but in any event before the date that is five Business Days before the Regulator's Draft is lodged with ASIC in accordance with the Timetable, under which the OPT1 holder agrees to cancel or transfer to Bidder or Bidder's Nominee (as applicable) each of his OPT1 on or before the Record Date;
- (b) **(Payment)** procure that it makes the payment (if any) required under the Cancellation Deed in accordance with its terms to cancel or transfer to Bidder or Bidder's Nominee (as applicable) each of the OPT1 on or before the Record Date;
- (c) **(Communications)** keep Bidder fully informed of all communications with OPT1 holder under this **clause 6.1**, and provide to Bidder copies of all documents and correspondence to OPT1 holder, and where applicable, all material individual written communication with such person; and
- (d) **(No amendments)** not amend the Cancellation Deed without the written consent of Bidder.

6.2 OPT2 holders

Target and Bidder each acknowledge and agree that:

- (a) all OPT2 are currently exercisable;

- (b) all OPT2 expire on 30 April 2015 (if not exercised before that date), being a time before the Record Date in the Timetable;
- (c) the Record Date will not be amended in any circumstances to a time on or before 30 April 2015;
- (d) any OPT2 that is exercised before the expiry date will become a Scheme Share and will be treated accordingly under this document; and
- (e) any OPT2 that is not exercised before the expiry date will lapse and will not form part of the Transaction.

6.3 Best endeavours

Target and Bidder each agree to use best endeavours (including management resources) to comply with their obligations in this **clause 6**.

7 Conduct of business

7.1 Conduct of business

From the date of this document up to and including the Implementation Date, Target must conduct, and it must procure that each member of the Target Group conducts, their respective businesses in the ordinary and proper course consistent with business plans and budgets made public or previously disclosed to Bidder prior to the date of this document and in substantially the same manner as previously conducted, including:

- (a) compliance in all material respects with all applicable laws and regulations;
- (b) maintaining its businesses and assets;
- (c) keeping available the services of its Officers and employees; and
- (d) preserving its relationships with customers, suppliers, licensors, licensees, joint venturers and others with whom it has business dealings.

7.2 Prohibited Actions

Without limiting **clause 7.1**, Target must not, and must ensure that each other member of the Target Group does not permit a Material Adverse Change or Prescribed Occurrence to occur, to the extent that such event or occurrence is within the control of Target or any member of the Target Group.

8 Exclusivity

8.1 No current discussions

Target represents and warrants to Bidder that, as at the date of this document, neither it nor any of its Representatives:

- (a) has received any offer, proposal or expression of interest from any person or otherwise is participating, directly or indirectly, in any

discussions or negotiations with any persons that concern, or could reasonably be expected to lead to, a Third Party Proposal; or

- (b) is a party to any agreement, arrangement or understanding with any person in relation to a Third Party Proposal or a possible Third Party Proposal that prevents it from entering into this document, or may prevent it from complying with its obligations under this document.

8.2 Notification of approaches

- (a) During the Exclusivity Period, Target must within three Business Days notify Bidder in writing of:
 - (i) any approach, inquiry or proposal made to, and any attempt to initiate negotiations or discussions with, Target or any of its Representatives with respect to any Third Party Proposal; or
 - (ii) any request for information relating to any of Target or any member of the Target Group or any of their businesses or operations, if Target has reasonable grounds to suspect that it may relate to a current or future Third Party Proposal.
- (b) A notice under this clause must include comprehensive details of the applicable matter, including the key terms of the Third Party Proposal (including, if specified, the identity of the person making the Third Party Proposal, consideration, conditions, structure, timing, break fee, financing and due diligence requirements).

8.3 Matching right

Target will not enter into any agreement, arrangement or understanding in relation to a Third Party Proposal without giving Bidder not less than three Business Days to:

- (a) consider the Third Party Proposal; and
- (b) make a new proposal or propose a revision to the Transaction (**Counterproposal**) which is on terms no less favourable than the terms of the Third Party Proposal. If Bidder's Counterproposal is on terms no less favourable than the Third Party Proposal, Target must, in the absence of a Superior Proposal, proceed exclusively with Bidder's Counterproposal.

8.4 Revisions to a Third Party Proposal

Any material modification to any Third Party Proposal will be deemed to make that proposal a new Third Party Proposal in respect of which Target must comply with its obligations under **clauses 8.2 and 8.3**.

9 Representations and warranties

9.1 Preliminary

- (a) Each of the representations and warranties of Target and Bidder in **clauses 9.2 and 9.3** respectively are subject to:
 - (i) any matter disclosed to ASX; and
 - (ii) any relevant information of which the other party or its Representatives (other than its Advisers) has actual knowledge, except where such knowledge was obtained by a Representative of the Bidder in their capacity as an officer or employee of the Target.
- (b) Each of the representations and warranties of Target and Bidder in **clauses 9.2 and 9.3** respectively is given, unless otherwise expressly stated, as at each of the date of this document, the date of the Scheme Meeting, 8.00 am on the Second Court Date and on the Implementation Date.

9.2 Target's representations

Target represents and warrants to Bidder that:

- (a) **(status)** it, and each of its Related Bodies Corporate, is a body corporate duly incorporated under the laws of its jurisdiction of incorporation or formation;
- (b) **(power for business)** each member of the Target Group has the power to own its assets and to carry on its business as now conducted or contemplated;
- (c) **(power for document)** it has the corporate power to enter into and perform or cause to be performed its obligations under this document and the Transaction and to carry out the transactions contemplated by this document and the Transaction;
- (d) **(corporate authorisations)** it has taken or will take all necessary corporate action to authorise the entry into and performance of this document and the Transaction and to carry out the transactions contemplated by this document and the Transaction;
- (e) **(document binding)** this document is a valid and binding obligation enforceable in accordance with its terms, subject to any necessary stamping;
- (f) **(transactions permitted)** the execution and performance by it of its obligations under this document and each transaction contemplated by this document and the Transaction did not and will not:
 - (i) violate in any material respect a provision of a law or treaty or a judgment, ruling, order or decree of a Regulatory Authority binding on it, or its constitution or any other document or agreement that is binding on it or its assets; or

- (ii) give to any person any rights of termination, amendment, acceleration or cancellation of any material contract;
 - (g) **(continuous disclosure)** it has materially complied with its obligations under chapter 3 of the ASX Listing Rules and the information disclosed to ASX is true and correct in all material respects, and no information is being withheld pursuant to Listing Rule 3.1A;
 - (h) **(provision of Target Information)** the Target Information included in the Scheme Booklet:
 - (i) will be included in good faith and on the understanding that Bidder and each of the Officers of Bidder will rely on that information for the purposes of considering and approving the Bidder Information in the Scheme Booklet and approving the entry by Bidder into the Deed Poll, and that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report; and
 - (ii) will comply in all material respects with the requirements of the Corporations Act, the ASX Listing Rules and all relevant policy statements, practice notes and other guidelines and requirements of ASIC and the Takeovers Panel;
 - (i) **(Target Information true)** the Target Information included or incorporated by reference in the Scheme Booklet will not, as at the date of despatch of the Scheme Booklet to the Target Shareholders, contain any statement which is misleading or deceptive in any material respect (by omission or otherwise);
 - (j) **(securities)** its issued securities as at the date of this document are:
 - (i) 931,850,665 Target Shares;
 - (ii) 80,246,764 Options comprised of:
 - (A) 72,246,764 OPT2 exercisable at \$0.27 per Target Share on or before 30 April 2015; and
 - (B) 8,000,000 OPT1 exercisable at \$0.241 per Target Share on or before 22 August 2017,
- and no member of the Target Group is under any obligation to issue any shares or securities convertible into Target Shares to any person and, except as specified above, no option exists nor is any member of the Target Group subject to any actual or contingent obligation to issue or convert securities;
- (k) **(performance units)** all issued performance units are a cash settled incentive payment to management only and are not convertible into any form of securities in the Target;
 - (l) **(no performance rights)** there are no performance rights or other similar rights or grants on issue that are convertible into any form of securities in the Target;

- (m) **(Subsidiaries)** it is the beneficial owner of all the issued share capital in each of its Subsidiaries and there is no obligation to transfer, or issue new shares in any of those companies to third parties;
- (n) **(employee incentive arrangements)** it has disclosed to Bidder the terms applicable to all existing employee incentive arrangements;
- (o) **(financial statements)** the consolidated financial statements of Target lodged with ASIC and/or ASX:
 - (i) complied in all material respects with the Corporations Act and all applicable accounting requirements applicable to the preparation of the financial statements;
 - (ii) complied in all material respects with Australian generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as may be indicated in the notes to the financial statements); and
 - (iii) fairly presented the consolidated financial position of the Target Group as at the dates of the relevant financial statements and the consolidated results of the Target Group's operations and cash flows for the relevant periods; and
- (p) **(compliance with laws)** as far as Target is aware, after making enquiries of its Officers, each member of the Target Group has complied in all material respects with all applicable laws and regulations which would, if breached, have a material adverse effect on:
 - (i) the financial position of the Target Group as a whole; or
 - (ii) the implementation of the Transaction.

9.3 Bidder's representations

Bidder represents and warrants to Target that:

- (a) **(status of Bidder)** it and each of its Related Bodies Corporate is a body corporate duly incorporated under the laws of its jurisdiction of incorporation or formation;
- (b) **(power for business)** each member of the Bidder Group has the power to own its assets and to carry on its business as now conducted or contemplated;
- (c) **(power for document)** it has the corporate power to enter into and perform or cause to be performed its obligations under this document, the Transaction and the Deed Poll and to carry out the transactions contemplated by this document, the Transaction and the Deed Poll that are required to be carried out by Bidder;
- (d) **(corporate authorisations)** it has taken or will take all necessary corporate action to authorise the entry into and performance of this document, the Transaction and the Deed Poll and to carry out the transactions contemplated by this document, the Transaction and the Deed Poll that are required to be carried out by Bidder;

- (e) **(document binding)** this document is a valid and binding obligation enforceable in accordance with its terms;
- (f) **(transactions permitted)** the execution and performance by it of its obligations under this document, the Transaction and the Deed Poll and each transaction contemplated by this document, the Transaction and the Deed Poll did not and will not violate in any material respect a provision of a law or treaty or a judgment, ruling, order or decree of a Regulatory Authority binding on it, or its constitution or any other document or agreement that is binding on it or its assets;
- (g) **(provision of Bidder Information)** the Bidder Information:
 - (i) will be provided in good faith and on the understanding that Target and each of the Officers of Target will rely on that information for the purposes of preparing the Scheme Booklet and proposing the Scheme, and that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's Report; and
 - (ii) will comply in all material respects with the requirements of the Corporations Act, the ASX Listing Rules and all relevant policy statements, practice notes and other guidelines and requirements of ASIC and the Takeovers Panel;
- (h) **(Bidder Information true)** the Bidder Information included or incorporated by reference in the Scheme Booklet in the form consented to by Bidder will not, as at the date of dispatch of the Scheme Booklet to the Target Shareholders, contain any statement which is misleading or deceptive in any material respect (by omission or otherwise);
- (i) **(compliance with laws)** as far as Bidder is aware, after making enquiries of its Officers, each member of the Bidder Group has complied in all material respects with all applicable laws and regulations which would, if breached, have a material adverse effect on:
 - (i) the financial position of the Bidder Group; or
 - (ii) the implementation of the Transaction.

9.4 Reliance by parties

Each party (the **representor**) acknowledges that in entering into this document the other party has relied on the representations and warranties provided by the representor under this **clause 8**.

9.5 Survival of representations

The representations and warranties provided by each party under this **clause 8**:

- (a) are severable;
- (b) will survive the termination of this document; and

- (c) are given with the intent that liability under them will not be confined to breaches of them discovered prior to the date of termination of this document.

9.6 Notification of breach and compliance certificate

- (a) Bidder and Target will respectively promptly advise each other in writing of:
 - (i) a representation or warranty provided in this document by either party becoming false; or
 - (ii) a breach of this document by it.
- (b) By 5.00 pm on the Business Day immediately before the Second Court Date, each of Bidder and Target must execute and deliver to the other party a certificate signed by a director that, having made all relevant enquiries and except as previously disclosed in writing:
 - (i) it has complied in all material respects with its obligations under this document; and
 - (ii) the representations and warranties given by it under **clause 8** remain true and correct in all material respects.

10 Indemnities

10.1 Target's indemnity

Target agrees with Bidder (on its own behalf and separately as trustee for each of the Bidder Indemnified Parties) to indemnify and keep indemnified the Bidder Indemnified Parties from and against all Losses which a Bidder Indemnified Party may suffer or incur by reason of or in relation to:

- (a) a breach by Target of any of the representations and warranties in **clause 9.2**; or
- (b) any breach by Target of any covenant or undertaking on the part of Target under this document or the Scheme.

This **clause 10.1** must be read down to the extent necessary to ensure that there is no breach of section 199A of the Corporations Act.

10.2 Bidder's indemnity

Bidder agrees with Target (on its own behalf and separately as trustee for each of the Target Indemnified Parties) to indemnify and keep indemnified the Target Indemnified Parties from and against all Losses which a Target Indemnified Party may suffer or incur by reason of or in relation to:

- (a) a breach by Bidder of any of the representations and warranties in **clause 9.3**; or
- (b) any breach by Bidder of any covenant or undertaking on the part of Bidder under this document, the Deed Poll or the Scheme.

This **clause 10.2** must be read down to the extent necessary to ensure that there is no breach of section 199A of the Corporations Act.

10.3 Survival of indemnities

Each indemnity provided by each party under this **clause 10** will:

- (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 that party under this document; and
- (d) survive the termination of this document.

11 Confidentiality

11.1 Target's obligations

Target acknowledges and agrees that:

- (a) it will use the Bidder Confidential Information exclusively for the purpose of due diligence, preparing the Scheme Booklet and in relation to the Transaction, including any submission to a Regulatory Authority necessary for satisfaction of a Condition (**Disclosure Purpose**) and for no other purpose, and without limitation, will not make any use of the Bidder Confidential Information or any part of it to the competitive disadvantage of the Bidder Group;
- (b) it will keep the Bidder Confidential Information in confidence and will not disclose the Bidder Confidential Information except:
 - (i) to such Representatives of Target as require the Bidder Confidential Information for the Disclosure Purpose, but only if any such person owes a duty of confidentiality to Target and is aware of the obligations of Target under this **clause 11.1**;
 - (ii) as required by law; or
 - (iii) with the prior consent of Bidder;
- (c) it will immediately notify Bidder of any suspected or actual unauthorised use, copying or disclosure of the Bidder Confidential Information; and
- (d) it will, upon request by Bidder, return to Bidder all Bidder Confidential Information provided to Target and its Representatives, together with any notes, records or copies of the Bidder Confidential Information generated by any such person.

11.2 Bidder's obligations

Bidder acknowledges and agrees that:

- (a) it will not make any use of the Target Confidential Information or any part of it except in connection with the Disclosure Purpose and will not

- make any use of the Target Confidential Information or any part of it to the competitive disadvantage of the Target Group;
- (b) it will keep the Target Confidential Information in confidence and will not disclose the Target Confidential Information except:
 - (i) to such Representatives of Bidder as require the Target Confidential Information in connection with the Disclosure Purpose, but only if any such person owes a duty of confidentiality to Bidder and is aware of the obligations of Bidder under this **clause 11.2**;
 - (ii) as required by law; or
 - (iii) with the prior consent of Target;
 - (c) it will immediately notify Target of any suspected or actual unauthorised use, copying or disclosure of the Target Confidential Information; and
 - (d) it will, upon request by Target, return to Target all Target Confidential Information provided to Bidder and its Representatives, together with any notes, records or copies of the Target Confidential Information generated by any such person.

12 Public announcements

12.1 Announcement of Transaction

Immediately after execution of this document, the Target will release the Announcement to the ASX.

12.2 Public announcements

Subject to **clause 12.3**, no public announcement or disclosure (including any briefing to analysts, the media or shareholders) of the Transaction or any other transaction the subject of this document may be made other than in a form approved by each party (acting reasonably), but each party must use all reasonable endeavours to provide such approval as soon as practicable.

12.3 Required disclosure

Where a party is required by law or the ASX Listing Rules or the rules of the Shanghai Stock Exchange, the Hong Kong Stock Exchange or any other applicable securities exchange to make any announcement or to make any disclosure in connection with the Transaction or any other transaction the subject of this document, it may do so only after it has given at least one Business Day's notice, or such lesser period as may be required or permitted to comply with its legal or regulatory responsibilities, but in any event prior notice, to the other party and has taken all reasonable steps to consult with the other party and its legal advisers and to take account of all reasonable comments received from the other party.

12.4 Statements on termination

The parties must act in good faith and use all reasonable endeavours to issue an agreed statement or statements in respect of any termination provided for in this document and will make no statements or disclosure in respect of the termination of this document except in accordance with **clauses 12.2 and 12.3**.

13 Termination

13.1 Termination events

This document may be terminated with immediate effect by either party giving notice in writing to the other if:

- (a) **(resolution voted down)** the resolution to approve the Scheme submitted to the Scheme Meeting is not approved by the requisite statutory majorities of Target Shareholders;
- (b) **(End Date)** the Effective Date has not occurred on or before the End Date;
- (c) **(material breach)** the other party is in material breach of its obligations under this document at any time before 8.00 am on the Second Court Date (including any material breach of a representation or warranty provided under this document) and (if capable of remedy) has failed to remedy the breach within three Business Days of receipt by it of written notice from the first party notifying the other party of the breach (or such shorter period ending at 5.00 pm on the last Business Day before the Second Court Hearing);
- (d) **(restraint)** any court, the Takeovers Panel or Regulatory Authority has issued any order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Scheme, or has refused to do anything necessary to permit the Scheme, and the parties fail to agree on conducting on appeal within five Business Days;
- (e) **(Conditions)** any of the Conditions is not satisfied, has become incapable of being satisfied or is not reasonably capable of being satisfied, and has not been waived by the party entitled to waive it, before 8.00 am on the Second Court Date; or
- (f) **(insolvency)** an Insolvency Event has occurred in relation to any member of the Target Group (in which case Bidder may terminate) or any member of the Bidder Group (in which case Target may terminate).

13.2 Effect of termination

If this document is terminated by a party under this **clause 13**:

- (a) each party will be released from its obligations under this document except its obligations under **clauses 8, 10, 11, 12, 14, and 16** which will survive termination;

- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this document; and
- (c) in all other respects, all future obligations of the parties under this document will immediately terminate and be of no further force or effect, including without limitation any further obligations in respect of the Scheme.

14 GST

14.1 Construction

In this **clause 14**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- (c) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

14.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this document is exclusive of GST (**GST-exclusive consideration**).

14.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

14.4 Timing of GST payment

The amount referred to in **clause 14.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

14.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 14.3**.

14.6 Adjustment event

If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this document, any amount that is payable under **clause 14.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

14.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 14.7** does not limit the application of **clause 14.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 14.7(a)**.

14.8 No merger

This **clause 14** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

15 Notices

15.1 General

A notice, demand, certification, process or other communication (**Notice**) relating to this document must be in writing in English and may be given by an agent of the sender.

15.2 Notices to be faxed

A Notice must be given to a party by being sent by fax to the party's current fax number for notices with a copy by e-mail.

15.3 Particulars for delivery of notices

(a) The particulars for delivery of notices are initially:

Bidder

Attention: Mr Robin Wang
Fax: +86 592 2933 645
Email: wang.chao@zijinmining.com

copy to:

Attention: David Hallam, Partner, Corrs Chambers Westgarth
Fax: +61 3 9672 3010
Email: David.Hallam@corrs.com.au

Target

Attention: Dr Dianmin Chen
Fax: +61 (8) 9263 9777
Email: dchen@nortongoldfields.com.au

copy to:

Attention: Robyn Ferguson, Partner, HopgoodGanim
Fax: +61 8 9221 9100
Email: r.ferguson@hopgoodganim.com.au

(b) Each party may change its particulars for delivery of notices by notice to each other party.

15.4 Communications by fax

Subject to **clause 15.5**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

15.5 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

15.6 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 15** or in accordance with any applicable law.

16 General

16.1 Duty

- (a) Bidder as between the parties is liable for and must pay all duty (including any fine, interest or penalty except where it arises from default by the other party) on or relating to this document, the Scheme, the Deed Poll, any document executed under any of these, or any dutiable transaction evidenced or effected by any of these.
- (b) If a party other than Bidder pays any duty (including any fine, interest or penalty) on or relating to this document, the Scheme, the Deed Poll, any document executed under any of these, or any dutiable transaction evidenced or effected by any of these, Bidder must pay that amount to the paying party on demand.

16.2 Legal costs

Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

16.3 Amendment

This document may only be varied or replaced by a document executed by the parties.

16.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

16.5 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

16.6 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

16.7 Further steps

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

16.8 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.

16.9 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.

16.10 Liability

An obligation of two or more persons binds them separately and together.

16.11 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

16.12 Entire understanding

- (a) This document and the Confidentiality Agreement contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

16.13 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

16.14 No merger

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

16.15 Specific performance

The parties acknowledge that damages will not be an adequate remedy for breaches of obligations under this document and that it would be appropriate for a court to grant specific performance of those obligations.

16.16 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (g) a reference to:
 - (i) a holder includes a joint holder;
 - (ii) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (iii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Perth, Western Australia;
 - (viii) '\$' or 'dollars' is a reference to Australian currency;

- (ix) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
- (xi) this document includes all schedules and annexures to it; and
- (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (h) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day;
- (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (j) a reference to any statement, including a warranty made by a party on the basis of its knowledge, belief or awareness, is made on the basis of the actual knowledge, belief or awareness of the Officers of the party (and no other persons) as at the date of this document.

16.17 Headings

Headings do not affect the interpretation of this document.

Schedule 1

Timetable

Action	Indicative Date
Draft Scheme Booklet lodged with ASIC	Early March 2015
Deed Poll executed by Bidder	Late March 2015
First Court Date	Late March 2015
Scheme Booklet registered by ASIC and released on ASX	Late March 2015
Scheme Booklet dispatched to Target Shareholders	Early April 2015
Scheme Meeting	Early May 2015
Second Court Date	Mid-May 2015
Effective Date: office copy of Court order approving the Scheme lodged with ASIC	Mid-May 2015
Target Suspension Date	Mid-May 2015
Record Date	Late May 2015
Implementation Date	Late May 2015

Execution

Executed as an agreement.

Executed by Zijin Mining Group Co., Ltd)
)



.....
Company Secretary/Director

LIU QIANG
.....
Name of Company Secretary/Director
(print)



.....
Director

CHEN JING He
.....
Name of Director (print)

Executed by Norton Gold Fields Limited)
)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director

.....
Name of Director (print)

Execution

Executed as an agreement.

Executed by Zijin Mining Group Co., Ltd)
)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director


.....
Name of Director (print)

Executed by Norton Gold Fields Limited)
)


.....
Company Secretary/Director


.....
Name of Company Secretary/Director
(print)


.....
Director


.....
Name of Director (print)

Annexure A

Scheme

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

Norton Gold Fields Limited

The holders of ordinary shares in Norton Gold
Fields Limited

Scheme of arrangement

Pursuant to section 411 of the Corporations Act

Contents

1	Definitions	1
2	Preliminary	3
2.1	Target	3
2.2	Bidder	4
2.3	Summary of the Scheme	4
2.4	Scheme Implementation Agreement	4
2.5	Deed Poll	4
3	Conditions	5
3.1	Conditions of Scheme	5
3.2	Effect of conditions	5
3.3	Certificate	5
3.4	Conclusive evidence	5
3.5	Termination of Scheme Implementation Agreement	5
3.6	Effective Date	6
3.7	End Date	6
4	Scheme	6
4.1	Lodgement of Court order	6
4.2	Transfer of Scheme Shares held by Scheme Participants	6
4.3	Transfer documentation	6
4.4	Provision of Scheme Consideration	6
4.5	Beneficial entitlement by Bidder	6
4.6	Enforcement of Deed Poll	7
5	Scheme Consideration	7
5.1	Entitlement to Scheme Consideration	7
5.2	Payment of Scheme Consideration	7
5.3	Joint holders	8
6	Scheme Participants	8
6.1	Appointment of Bidder as sole proxy	8
6.2	Appointment of Target as sole attorney and agent	8
6.3	Scheme Participant's consent	8
6.4	Warranties by Scheme Participants	9
7	Dealings in Target Shares	9
7.1	Determination of Scheme Participants	9
7.2	Maintenance of Target Register	10
7.3	Information to be made available to Bidder	10
8	Quotation of Target Shares	10
9	Notices	10
9.1	General	10
9.2	Communications by post	10

9.3	Communications by fax	11
9.4	After hours communications	11
10	General	11
10.1	Target and Scheme Participants bound	11
10.2	Further assurances	11
10.3	Alterations and conditions	11
10.4	GST	11
10.5	Costs	11
10.6	Governing law and jurisdiction	12
10.7	Construction	12
10.8	Headings	13

Date

Parties

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

The holders of ordinary shares in Norton Gold Fields Limited as at the Record Date other than the holders of Excluded Shares, in respect of those Excluded Shares

Agreed terms

1 Definitions

In this document these terms have the following meanings:

ASIC	The Australian Securities and Investments Commission.
ASX	ASX Limited ACN 008 624 691 or, as the context requires, the financial market operated by it.
ASX Listing Rules	The official listing rules of ASX.
Bidder	Zijin Mining Group Co., Ltd
Business Day	The meaning given by the ASX Listing Rules.
CHESS	The Clearing House Electronic Subregister System, which facilitates electronic security transfer in Australia, operated by ASX Settlement and Transfer Corporation Pty Limited ACN 008 504 532.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Court	The Federal Court of Australia or any other court of competent jurisdiction under the Corporations Act agreed in writing by Target and Bidder.
Deed Poll	The deed poll to be executed by Bidder in favour of the Scheme Participants, a copy of which is to be annexed to the Scheme Booklet, under which Bidder covenants in favour of each Scheme Participant to perform its obligations under the Scheme and the Scheme Implementation Agreement as regards the implementation of this Scheme.
Effective	The time at which the Scheme Order takes effect pursuant to section 411(10) of the Corporations Act.

Effective Date	The date on which the Scheme becomes Effective.
End Date	30 June 2015 or such later date as Bidder and Target agree in writing.
Excluded Share	A Target Share held by Bidder or any of its Associates or by any person on behalf of, or for the benefit of, Bidder or any of its Associates.
GST	The meaning given to that term in the <i>A New Tax System (Goods & Services Tax) Act 1999</i> (Cth).
Implementation Date	The third Business Day following the Record Date or such other date as ordered by the Court or agreed between Bidder and Target.
Independent Expert	Deloitte Corporate Finance Pty Limited or such other independent expert that Target determines (acting reasonably).
OPT1	An unlisted option to acquire Target Shares with an exercise price of \$0.241 due to expire 22 August 2017 (subject to terms of issue), issued as part of the remuneration package of the Target's Managing Director.
OPT2	An unlisted option to acquire Target Shares with an exercise price of \$0.27 due to expire 30 April 2015 (issued by Target as part of the consideration for its bid for Kalgoorlie Mining Company).
Option	An option or other right to acquire Target Shares, including OPT1 and OPT2.
PRC	People's Republic of China.
Record Date	7.00 pm on the fourth Business Day following the Effective Date or such other date and time as Target and Bidder agree.
Registered Address	In relation to a Target Shareholder, the address shown in the Target Register as at the Record Date.
Scheme	This scheme of arrangement, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Target and Bidder.
Scheme Booklet	The information to be dispatched to Target Shareholders and approved by the Court, including the Scheme, explanatory statement in relation to the Scheme issued pursuant to section 412 of the Corporations Act and registered with ASIC, an independent expert's report prepared by the Independent Expert, the Deed Poll and notices convening the Scheme Meeting (together with proxy forms).

Scheme Consideration	\$0.20 cash for each Scheme Share held by a Scheme Participant.
Scheme Implementation Agreement	The scheme implementation agreement between Bidder and Target dated 6 February 2015.
Scheme Meeting	The meeting to be ordered by the Court to be convened pursuant to section 411(1) of the Corporations Act in respect of the Scheme.
Scheme Order	The Order of the Court made for the purposes of section 411(4)(b) of the Corporations Act in respect of the Scheme.
Scheme Participant	Each holder of Scheme Shares as at the Record Date.
Scheme Shares	All the Target Shares on issue on the Record Date other than the Excluded Shares.
Scheme Transfer	For each Scheme Participant, a proper instrument of transfer of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.
Second Court Date	The first day of the Second Court Hearing or, if the Second Court Hearing is adjourned for any reason, the first day on which the adjourned application is heard.
Second Court Hearing	The hearing of the application made to the Court for the Scheme Order.
Target Register	The register of members of Target maintained by or on behalf of Target in accordance with the Corporations Act and Target Registry has a corresponding meaning.
Target Share	A fully paid ordinary share in the capital of Target.
Target Shareholder	Each person who is registered in the Target Register as the holder of Target Shares.
Total Scheme Consideration	The aggregate Scheme Consideration payable to Scheme Participants under the Scheme.

2 Preliminary

2.1 Target

- (a) Target is a public company incorporated in Australia and registered in New South Wales having its registered office at Level 36, 2 The Esplanade, Perth, Western Australia.
- (b) Target is a public company limited by shares under section 112(1) of the Corporations Act.

- (c) Target is admitted to the official list of ASX and fully paid Target Shares are quoted on the official list of ASX.
- (d) As at the date of the Scheme Implementation Agreement:
 - (i) 931,850,665 Target Shares were on issue; and
 - (ii) 80,246,764 Options were on issue comprised of:
 - (A) 72,246,764 OPT2 exercisable at \$0.27 per Target Share on or before 30 April 2015; and
 - (B) 8,000,000 OPT1 exercisable at \$0.241 per Target Share on or before 22 August 2017.

2.2 Bidder

- (a) Bidder is a company incorporated in the PRC having its registered office at No.1 Zijin Road, Shanghang County, Fujian, China.
- (b) Bidder is dual listed on the Shanghai Stock Exchange and the Hong Kong Stock Exchange.

2.3 Summary of the Scheme

If the Scheme becomes Effective, but subject to **clauses 3.1, 3.5, 3.6 and 3.7**, then:

- (a) in consideration of the transfer of the Scheme Shares to Bidder, Bidder will provide to each Scheme Participant the Scheme Consideration in respect of each Scheme Share held by the Scheme Participant in accordance with the terms of the Scheme;
- (b) subject to Bidder's compliance with its obligations in **clause 2.3(a)** and the Deed Poll, all of the Scheme Shares will be transferred to Bidder; and
- (c) Target will enter the name and address of Bidder in the Target Register as the holder of the Scheme Shares transferred to Bidder in accordance with the terms of the Scheme.

2.4 Scheme Implementation Agreement

Bidder and Target have agreed, by executing the Scheme Implementation Agreement, to implement the terms of the Scheme and to perform their respective obligations under the Scheme.

2.5 Deed Poll

Bidder has executed the Deed Poll in favour of Scheme Participants pursuant to which it has covenanted to perform its obligations under the Scheme, including to provide to each Scheme Participant the Scheme Consideration to which such Scheme Participant is entitled under the Scheme and to carry out its other obligations under the Scheme Implementation Agreement and do all things necessary or expedient on its part to implement the Scheme.

3 Conditions

3.1 Conditions of Scheme

The Scheme is conditional upon:

- (a) all of the conditions precedent in clause 3.1 of the Scheme Implementation Agreement having been satisfied or waived in accordance with the terms of the Scheme Implementation Agreement as at 8.00 am on the Second Court Date;
- (b) as at 8.00 am on the Second Court Date, neither the Scheme Implementation Agreement nor the Deed Poll having been terminated in accordance with their terms;
- (c) the Scheme having been approved at the Scheme Meeting, with or without modification, by the requisite majority of Target Shareholders in accordance with section 411(4)(a) of the Corporations Act or, if the Scheme is not agreed to by the requisite majority of Target Shareholders, the Court orders otherwise in accordance with section 411(4)(a) of the Corporations Act; and
- (d) the Court having approved the Scheme pursuant to section 411(4)(b) of the Corporations Act, without modification or with modifications which are acceptable to both Target and Bidder.

3.2 Effect of conditions

The fulfilment of the conditions in **clause 3.1** is a condition precedent to the operation of the provisions of **clauses 4, 5, 6 and 8**.

3.3 Certificate

Target must provide, and must procure Bidder to provide, to the Court on the Second Court Date a certificate signed by at least one of its respective directors (or such other evidence as the Court may request) stating (to the best of its knowledge) whether or not all the conditions precedent in **clauses 3.1(a), 3.1(b) and 3.1(c)** have been satisfied or waived (subject to the terms of the Scheme Implementation Agreement) as at 8.00 am on the Second Court Date.

3.4 Conclusive evidence

The giving of a certificate by each of Target and Bidder in accordance with **clause 3.3** will, in the absence of manifest error, be conclusive evidence of the matters referred to in the certificate.

3.5 Termination of Scheme Implementation Agreement

Without limiting rights under the Scheme Implementation Agreement, if the Scheme Implementation Agreement is terminated in accordance with its terms before 8.00 am on the Second Court Date, Target and Bidder are each released from:

- (a) any further obligation to take steps to implement the Scheme; and
- (b) any liability with respect to the Scheme,

provided that Target and Bidder retain the rights they have against each other in respect of any prior breach of the Scheme Implementation Agreement.

3.6 Effective Date

This Scheme takes effect on the Effective Date.

3.7 End Date

The Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the End Date.

4 Scheme

4.1 Lodgement of Court order

Following the approval of the Scheme by the Court in accordance with section 411(4)(b) of the Corporations Act, Target will, as soon as possible, lodge with ASIC an office copy of the Scheme Order in accordance with section 411(10) of the Corporations Act.

4.2 Transfer of Scheme Shares held by Scheme Participants

On the Implementation Date, in consideration of and subject to provision by Bidder of the Scheme Consideration in accordance with **clause 5.1**, all of the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at that date, will be transferred to Bidder without the need for any further acts by any Scheme Participant (other than acts performed by Target as attorney and agent for Scheme Participants under **clause 6**) by:

- (a) Target delivering to Bidder on the Implementation Date a duly completed Scheme Transfer executed by Target as attorney for the Scheme Participants for execution by Bidder; and
- (b) Bidder duly executing and delivering the Scheme Transfer to Target on the Implementation Date.

4.3 Transfer documentation

As soon as practicable after receipt by Target of the Scheme Transfer duly executed by Bidder as transferee pursuant to **clause 4.2(b)**, but in any event on the Implementation Date, Target must register Bidder in the Target Register as the holder of all of the Scheme Shares.

4.4 Provision of Scheme Consideration

Target must procure Bidder to provide, or procure the provision of, the Scheme Consideration to each Scheme Participant on, or as soon as practicable after, the Implementation Date in accordance with, and subject to the terms of, this Scheme and the Deed Poll.

4.5 Beneficial entitlement by Bidder

From the time of the provision of the Scheme Consideration to the Scheme Participants in accordance with **clause 5.1** on the Implementation Date, Bidder

will be beneficially entitled to the Scheme Shares (together with all rights and entitlements attached to the Scheme Shares) to be transferred to it under the Scheme pending registration of Bidder in the Target Register as the holder of those Scheme Shares.

4.6 Enforcement of Deed Poll

Target undertakes in favour of each Scheme Participant to enforce the Deed Poll against Bidder on behalf of and as agent for the Scheme Participants.

5 Scheme Consideration

5.1 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the transfer to Bidder of the Scheme Shares, each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares in accordance with this Scheme subject to the terms of the Deed Poll.

5.2 Payment of Scheme Consideration

- (a) Before 8.00 am on the Implementation Date, Target must procure that Bidder deposits (or procures the deposit of) an amount equal to the Total Scheme Consideration in cleared funds into an Australian dollar denominated trust account, operated by Target as trustee for the Scheme Participants, to be held on trust for the Scheme Participants for the purpose of paying the Scheme Consideration to each Scheme Participant, except that any interest on the amounts deposited (less bank fees and other charges) will be to Bidder's account.
- (b) On the Implementation Date and subject to Bidder having complied with **clause 5.2(a)**, Target must pay or procure the payment of the Scheme Consideration to each Scheme Participant from the account referred to in **clause 5.2(a)**.
- (c) The obligations of Target under **clause 5.2(b)** will be satisfied by Target taking the following actions on the Implementation Date:
 - (i) despatching, or procuring the despatch, to that Scheme Participant of a pre printed cheque in the name of that Scheme Participant and for the relevant amount (denominated in Australian currency) with such despatch to be made by pre-paid post to that Scheme Participant's Registered Address; or
 - (ii) making, or procuring the making of, a deposit for the relevant amount (denominated in Australian currency) in an account with any Australian ADI in Australia notified by that Scheme Participant to Target and recorded in or for the purposes of the Target Register as at the Record Date.

5.3 Joint holders

In the case of Scheme Shares held in joint names, any cheque required to be paid to Scheme Participants will be payable to the joint holders and will be forwarded to the holder whose name appears first in the Target Register as at the Record Date.

6 Scheme Participants

6.1 Appointment of Bidder as sole proxy

From the Effective Date until Target registers Bidder as the holder of all the Scheme Shares in the Target Register, each Scheme Participant:

- (a) is deemed to have irrevocably appointed Bidder as its attorney and agent (and directed Bidder in such capacity) to appoint such officer or agent nominated by Bidder to be its sole proxy and, where applicable, corporate representative, to attend shareholders' meetings of Target, exercise the votes attaching to Scheme Shares registered in its name and sign any shareholders' resolution, whether in person, by proxy or by corporate representative, and no Scheme Participant may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this **clause 6.1(a)**); and
- (b) must take all other actions in the capacity of the registered holder of Scheme Shares as Bidder directs.

6.2 Appointment of Target as sole attorney and agent

Each Scheme Participant, without the need for any further act, irrevocably appoints Target and each of the directors and officers of Target, jointly and severally, as the Scheme Participant's attorney and agent for the purpose of executing any document necessary or expedient to give effect to the Scheme (including executing a Scheme Transfer and any instrument appointing Bidder as sole proxy for or, where applicable, corporate representative of each Scheme Participant as contemplated by **clause 6.1**) or doing any other act necessary or desirable to give full effect to the Scheme and the transactions contemplated by it.

6.3 Scheme Participant's consent

Each Scheme Participant:

- (a) consents to Target doing all things and executing all deeds, instruments, transfers or other documents as may be necessary, incidental or expedient to the implementation and performance of the Scheme and Target, as agent of each Scheme Participant, may sub-delegate its functions under this **clause 6.3** to any of its directors and officers, severally; and

- (b) agrees to the transfer of their Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares to Bidder, in accordance with the Scheme.

6.4 Warranties by Scheme Participants

Each Scheme Participant is deemed to have warranted to Target, in its own right and for the benefit of Bidder, that:

- (a) all of the Scheme Shares (including any rights and entitlements attaching to those shares) which are transferred to Bidder under the Scheme will be transferred to Bidder free from all mortgages, pledges, charges, liens, encumbrances and security interests and other interests of third parties of any kind, whether legal or otherwise (but acknowledging that a security interest holder may potentially have an interest in the Scheme Consideration in accordance with the terms of such security interest); and
- (b) they have full power and capacity to sell and transfer their Scheme Shares to Bidder (including any rights and entitlements attaching to those shares).

7 Dealings in Target Shares

7.1 Determination of Scheme Participants

- (a) For the purpose of establishing the persons who are the Scheme Participants, dealings in Scheme Shares will only be recognised if:
 - (i) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Target Register as the holder of the relevant Scheme Shares at the Record Date; and
 - (ii) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received at or before the Record Date at the place where the Target Register is kept.
- (b) Target must register registrable transmission applications or transfers of the kind referred to in **clause 7.1(a)(ii)** by the Record Date.
- (c) Target will not accept for registration or recognise for any purpose any transmission applications or transfers in respect of Scheme Shares received after the Record Date, other than a transfer to Bidder in accordance with the Scheme and any subsequent transfer by Bidder, or its successors in title.
- (d) If the Scheme becomes Effective, a holder of Target Shares (and any person claiming through that holder) must not dispose of or purport to agree to dispose of any Target Shares or any interest in them after the Effective Date and any such disposal will be void and of no legal effect whatsoever.

7.2 Maintenance of Target Register

- (a) For the purpose of determining entitlements to the Scheme Consideration, Target will, until the Scheme Consideration has been provided, maintain the Target Register in accordance with the provisions of this **clause 7** and the Target Register in this form will solely determine entitlements to the Scheme Consideration.
- (b) All certificates and holding statements for Scheme Shares (other than holding statements in favour of Bidder and its successors in title after the Implementation Date) will cease to have any effect from the Record Date as documents of title in respect of those Scheme Shares. Subject to provision of the Scheme Consideration by Bidder and registration of the transfer to Bidder of the Scheme Shares contemplated by **clause 4.2**, after the Record Date, each entry current at that date on the Target Register relating to Scheme Shares will cease to be of any effect other than as evidence of entitlement to the Scheme Consideration in respect of the Scheme Shares relating to that entry.

7.3 Information to be made available to Bidder

Target will procure that, as soon as reasonably practicable after the Record Date, details of the names, Registered Addresses and holdings of Scheme Shares of every Scheme Participant as shown in the Target Register as at the Record Date are made available to Bidder in such form as Bidder reasonably requires.

8 Quotation of Target Shares

- (a) Target will apply for suspension of Target Shares on ASX with effect from the Effective Date.
- (b) Target will apply for termination of the official quotation of Target Shares on ASX and the removal of Target from the official list of ASX with effect from the Business Day after the date on which all transfers of the Scheme Shares to Bidder have been duly registered by Target in accordance with the Scheme.

9 Notices

9.1 General

Any notice, transfer, transmission, application, direction, demand, consent or other communication (**Notice**) given or made under this document must be in writing in English and signed by the sender or a person duly authorised by the sender.

9.2 Communications by post

Subject to **clause 9.4**, where a Notice referred to in this document is sent by post to Target, it will not be deemed to have been received in the ordinary

course of post or on a date other than the date (if any) on which it is actually received at Target's registered office or at the Target Registry.

9.3 Communications by fax

Subject to **clause 9.4**, a Notice is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

9.4 After hours communications

If a Notice is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

10 General

10.1 Target and Scheme Participants bound

The Scheme binds Target and all Scheme Participants (including Scheme Participants who do not attend the Scheme Meeting, do not vote at that meeting or vote against the Scheme) and will, for all purposes, to the extent of any inconsistencies and permitted by law, have effect notwithstanding any provision in the constitution of Target.

10.2 Further assurances

Subject to **clause 10.3**, Target will execute all documents and do all acts and things (on its own behalf and on behalf of each Target Shareholder) necessary or expedient for the implementation of, and performance of its obligations under, the Scheme.

10.3 Alterations and conditions

Target may, with the consent of Bidder, by its counsel consent on behalf of all Scheme Participants to any modifications or conditions which the Court thinks fit to impose, provided that in no circumstances will Target be obliged to do so.

10.4 GST

Target must pay to the Scheme Participants an amount equal to any GST for which the Scheme Participants are liable on any supply by the Scheme Participants under or in connection with the Scheme, without deduction or set off of any other amount.

10.5 Costs

Any costs, and any stamp duty and any related fines, interest or penalties, which are payable on or in respect of this document or on any document

referred to in this document will be paid as provided for in the Scheme Implementation Agreement. For the avoidance of doubt, the Scheme Participants do not have to pay any stamp duty, related fines, interest or penalties which are payable on or in respect of this document or any document referred to in this document.

10.6 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.

10.7 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) 'includes' means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (e) words and phrases have the same meaning (if any) given to them in the Corporations Act;
- (f) a reference to:
 - (i) a holder includes a joint holder;
 - (ii) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (iii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Western Australia;
 - (viii) '\$' or 'dollars' is a reference to Australian currency;

- (ix) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
- (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
- (xi) this document includes all schedules and annexures to it; and
- (xii) a clause, party, schedule, exhibit or annexure is a reference to a clause, party, schedule, exhibit or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

10.8 Headings

Headings do not affect the interpretation of this document.

Annexure B

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

Deed Poll

Contents

1	Definitions	1
2	Nature of this deed poll	2
3	Conditions precedent and termination	2
3.1	Conditions precedent	2
3.2	Termination	2
3.3	Consequences of termination	2
4	Certificate in relation to conditions	2
5	Scheme Consideration	3
5.1	Performance of obligations generally	3
5.2	Provision of Scheme Consideration	3
5.3	Payment of Scheme Consideration	3
6	Representations and warranties	3
7	Continuing obligations	4
8	Stamp duty	4
9	Notices	4
9.1	General	4
9.2	Notices to be faxed	4
9.3	Particulars for delivery of notices	4
9.4	Communications by fax	5
9.5	After hours communications	5
9.6	Process service	5
10	General	5
10.1	Waiver	5
10.2	Cumulative rights	5
10.3	Amendment	5
10.4	Assignment	6
10.5	Severability	6
10.6	Further assurances	6
10.7	Governing law and jurisdiction	6
10.8	Construction	6
10.9	Headings	6

Date

By

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

in favour of each Scheme Participant.

Background

- A The Target Transaction Sub-Committee considers that it is in the interests of Target and Target's Shareholders that Target Shareholders consider the Scheme. The Target Transaction Sub-Committee has therefore resolved that Target propose the Scheme.
- B The effect of the Scheme will be that all Scheme Shares will be transferred to Bidder.
- C Bidder and Target have entered into the Scheme Implementation Agreement.
- D Under the Scheme Implementation Agreement, Bidder agreed, subject to the satisfaction or waiver of certain conditions, to do all things necessary or desirable on its part to implement the Scheme, including providing the Scheme Consideration.
- E Bidder is entering into this document for the purpose of covenanting in favour of Scheme Participants to perform its obligations under the Scheme.

Declarations

1 Definitions

In this document these terms have the following meanings:

Scheme	The scheme of arrangement under section 411 of the Corporations Act between Target and the Scheme Participants, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and approved in writing by Target and Bidder.
Target	Norton Gold Fields Limited ACN 112 287 797.
Target Transaction Sub-Committee	The sub-committee established by Target in relation to the Transaction, comprising Anne Bi, Noel White and Dianmin Chen.

Words and phrases defined in the Scheme have the same meaning in this document unless the context requires otherwise.

2 Nature of this deed poll

Bidder acknowledges that:

- (a) this document 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; and
- (b) under the Scheme, each Scheme Participant irrevocably appoints Target and any of Target's directors as its agent and attorney, inter alia, to enforce this document against Bidder.

3 Conditions precedent and termination

3.1 Conditions precedent

The obligations of Bidder in respect of the Scheme pursuant to this document are subject to the Scheme becoming Effective.

3.2 Termination

If:

- (a) the Scheme Implementation Agreement is terminated in accordance with its terms; or
- (b) the Scheme does not become Effective on or before the End Date,

Bidder's obligations under this document will automatically terminate, unless Bidder and Target otherwise agree in writing in accordance with the Scheme Implementation Agreement.

3.3 Consequences of termination

If this document is terminated under **clause 3.2** then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Participants:

- (a) Bidder is released from its obligations to further perform this document; and
- (b) each Scheme Participant retains any rights, power or remedies it has against Bidder in respect of any breach of this document by Bidder which occurred before termination of this document.

4 Certificate in relation to conditions

Bidder must provide to the Court on the Second Court Date a certificate which is signed by at least one director of Bidder (or such other evidence as the Court

may request) stating, to the best of its knowledge, whether or not the conditions precedent to the Scheme have been satisfied or waived, subject to the terms of the Scheme Implementation Agreement as at 8.00 am on the Second Court Date.

5 Scheme Consideration

5.1 Performance of obligations generally

Subject to **clause 3.1**, Bidder must comply with its obligations under the Scheme Implementation Agreement and must do all things necessary or desirable on its part to implement the Scheme.

5.2 Provision of Scheme Consideration

Subject to **clause 3.1**, in consideration of the transfer to Bidder of all of the Scheme Shares, Bidder undertakes in favour of each Scheme Participant to provide the Scheme Consideration to each Scheme Participant in accordance with the Scheme.

5.3 Payment of Scheme Consideration

The obligation of Bidder to provide the Scheme Consideration to Scheme Participants will be satisfied by:

- (a) Bidder, before 8.00 am on the Implementation Date, depositing (or procuring the deposit of) an amount equal to the Total Scheme Consideration in cleared funds into an Australian dollar denominated trust account, operated by Target as trustee for the Scheme Participants, to be held on trust for the Scheme Participants for the purpose of paying the Scheme Consideration to each Scheme Participant, except that any interest on the amounts deposited (less bank fees and other charges) will be to Bidder's account; and
- (b) On the Implementation Date, Bidder must execute the Scheme Transfer as contemplated by **clause 4.2** of the Scheme effecting the transfer of the Scheme Shares from the Scheme Participants to Bidder and must deliver the executed Scheme Transfer to Target for registration.

6 Representations and warranties

Bidder represents and warrants that:

- (a) it is a company validly existing under the laws of the PRC;
- (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 its valid and binding obligation enforceable in accordance with its terms.

7 Continuing obligations

This document is irrevocable and, subject to **clause 3**, remains in full force and effect until:

- (a) Bidder has completely performed its obligations under this document; or
- (b) this document is terminated in accordance with **clause 3**, whichever comes first.

8 Stamp duty

Bidder will:

- (a) pay all stamp duties and any related fines, interest and penalties in respect of or in connection with this document, the performance of this document and each transaction effected by or made or any instrument executed under this document or the Scheme, including the transfer of Scheme Shares under the Scheme; and
- (b) indemnify each Scheme Participant on demand against any liability arising from its failure to comply with **clause 8(a)**.

9 Notices

9.1 General

Any notice, transfer, transmission, application, direction, demand, consent or other communication (**Notice**) given or made to Bidder under this document must be in writing in English and signed by the sender or a person duly authorised by the sender.

9.2 Notices to be faxed

A Notice must be given to Bidder by being sent by fax to Bidder's current fax number for notices with a copy by e-mail.

9.3 Particulars for delivery of notices

The particulars for delivery of Notices to Bidder are:

Attention:	Mr Robin Wang
Fax:	+86 592 2933 645
Email:	wang.chao@zijinmining.com

copy to:

Attention: David Hallam, Partner, Corrs Chambers Westgarth
Fax: +61 3 9672 3010
Email: David.Hallam@corrs.com.au

9.4 Communications by fax

Subject to **clause 9.5**, a Notice is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

9.5 After hours communications

If a Notice is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

9.6 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 9** or in accordance with any applicable law.

10 General

10.1 Waiver

Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this document by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other rights, power or remedy provided by law or under this document. A waiver is not valid or binding on the person granting that waiver unless made in writing.

10.2 Cumulative rights

The rights, powers and remedies of Bidder and of each Scheme Participant under this document are cumulative and do not exclude any other rights, powers or remedies provided by law or equity independently of this document.

10.3 Amendment

A provision of this document may not be varied unless:

- (a) before the Second Court Date, the variation is agreed to in writing by Target; or

- (b) on or after the Second Court Date, the variation is agreed to in writing by Target and is approved by the Court,

in which event Bidder must enter into a further deed poll in favour of the Scheme Participants giving effect to that amendment.

10.4 Assignment

The rights and obligations of Bidder 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 and Target.

10.5 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 10.5** has no effect if the severance alters the basic nature of this document or is contrary to public policy.

10.6 Further assurances

Bidder 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.

10.7 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.

10.8 Construction

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

10.9 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

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)