

Variation to Scheme Implementation Agreement and Deed Poll

30 April 2015

About Norton

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

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

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

For more information, please visit our website.

www.nortongoldfields.com.au

Norton Gold Fields (ASX: NGF)

ACN: 112 287 797

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Australia

Phone +61(0) 8 9263 9700

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Jinghe Chen

Non-Executive Chairman

Dianmin Chen

Managing Director

& Chief Executive Officer

Further to Norton Gold Fields Limited's (**Norton**) (ASX:NGF) announcement on 27 April 2015 that Zijin Mining Group Co., Ltd (**Zijin**) has increased the consideration payable to \$0.23 per Norton Share pursuant to the scheme of arrangement under which it proposes to acquire, through its wholly owned subsidiary Jinyu (H.K.) International Mining Company Limited (**Jinyu**), all of the shares that it does not already own in Norton (**Scheme**), Norton announces:

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

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

In addition to increasing the consideration under the Scheme, Zijin has also increased the consideration payable to Drock International Pty Ltd (associated with director, Dianmin Chen) for the cancellation of the OPT1 Options, from \$0.025 to \$0.055 per OPT1 Option.

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

For further information please contact:

Dianmin Chen

Managing Director and CEO

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Zijin Mining Group Co., Ltd

Norton Gold Fields Limited

Amendment Deed – Scheme Implementation Agreement

Date 30 April 2015

Parties

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

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

Background

- A The Bidder and Target are parties to a Scheme Implementation Agreement dated 6 February 2015 (**Scheme Implementation Agreement**).
- B The Bidder has agreed to increase the Scheme Consideration from \$0.20 per Scheme Share to \$0.23 per Scheme Share.
- C The Bidder and Target have agreed to amend the Scheme Implementation Agreement as set out in this document in order to reflect the increase in the Scheme Consideration.

Agreed terms

1 Definitions

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

2 Amendments

2.1 Amendment to Scheme Implementation Agreement

On and from the date of this document, the Scheme Implementation Agreement is amended by deleting the definition of Scheme Consideration in clause 1 and replacing it with:

Scheme Consideration *\$0.23 cash for each Scheme Share held by a Scheme Participant.*

2.2 Scheme Implementation Agreement continues

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

2.3 Amendment to Scheme

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

2.4 Amendment to Deed Poll

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

2.5 Amendment to Cancellation Deed

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

3 Representations and warranties

Each party represents and warrants that:

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

4 General

4.1 Assignment

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

4.2 Further steps

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

4.3 Governing law and jurisdiction

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

4.4 Construction

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

4.5 Headings

Headings do not affect the interpretation of this document.


Annexure A


Amending Deed Poll

Execution

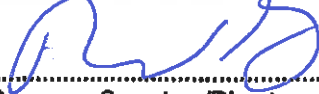
Executed as a deed.


Executed by Zijin Mining Group Co.,
Ltd)


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


.....
Director
LAN FUSHENG
.....
Name of Director (print)

Executed by Norton Gold Fields
Limited ACN 112 287 797)


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


.....
Director
DAMIEN CUSACK
.....
Name of Director (print)

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WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth

Zijin Mining Group Co., Ltd

Jinyu (H.K.) International Mining Company Limited

Amending Deed Poll

Date 30 April 2015

By

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

and

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

in favour of each Scheme Participant

Background

- A The Bidder and Norton Gold Fields Limited ACN 112 287 797 (**Target**) are parties to a Scheme Implementation Agreement dated 6 February 2015 (**Scheme Implementation Agreement**).
- B The Bidder has agreed to increase the Scheme Consideration from \$0.20 per Scheme Share to \$0.23 per Scheme Share.
- C Under the terms of an Amendment Deed – Scheme Implementation Agreement dated on or around the date of this document (**SIA Amendment Deed**), the Bidder and the Target have amended the Scheme Implementation Agreement in order to reflect the increase in the Scheme Consideration.
- D The Bidder has appointed Bidder's Nominee, in accordance with clause 4.3 of the Scheme Implementation Agreement, to acquire all of the Scheme Shares and to pay the Scheme Consideration.
- E The Bidder and the Bidder's Nominee have agreed to amend the original deed poll entered into by them in favour of the Scheme Participants on 31 March 2015 (**Original Deed Poll**) as set out in this document in order to reflect the agreed increase in the Scheme Consideration.

Agreed terms

1 Definitions

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

2 Amendment to Original Deed Poll

2.1 Target has agreed to amendment

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

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

2.2 Amendment

On and from the date of this document, the Original Deed Poll is amended by adding a new definition to clause 1 as follows:

<i>Scheme</i>	<i>\$0.23 cash for each Scheme Share held by a Scheme</i>
<i>Consideration</i>	<i>Participant.</i>

2.3 Original Deed Poll continues

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

3 Representations and warranties

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

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

4 General

4.1 Assignment

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

4.2 Further assurances

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

4.3 Governing law and jurisdiction

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

4.4 Severability

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

4.5 Construction

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

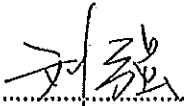
4.6 Headings

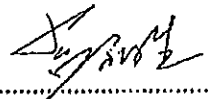
Headings do not affect the interpretation of this document.

Execution


Executed as a deed poll.

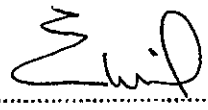
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Director
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