



AURIUM RESOURCES LIMITED
ACN: 123 821 929

100 Colin Street
West Perth WA 6005

Telephone: (08) 6460 0250
Facsimile: (08) 6460 0254
info@aurium.com.au

15 October 2012

MERGER WITH PADBURY MINING LIMITED SCHEMES NOW EFFECTIVE

On Friday 12 October 2012, Aurium Resources Limited (**ASX:AGU**) (**Aurium**) announced that it has received Court approval for the Schemes of Arrangement, the Aurium Share scheme and the Aurium Option Scheme (the **Schemes**) relating to the merger with Padbury Mining Ltd (**ASX:PDY**) (**Padbury**). Further to this announcement, Aurium confirms that a copy of the Court's orders has been lodged with the Australian Securities and Investments Commission (**ASIC**) today and the Schemes have become legally effective.

A copy of the Court's orders is attached to this announcement.

Aurium's securities will be suspended from trading at the close of trading on ASX today, Monday 15 October 2012.

Further information

Full particulars in respect of the implementation of the Schemes are set out in the Scheme Booklet that was despatched by Aurium on 29 August 2012. Copies of the Scheme Booklet are accessible from www.asx.com.au.

Further inquiries:

Terry Quinn
Managing Director, Aurium Resources Limited
T: +61 8 6460 0250

Gary Stokes
Managing Director, Padbury Mining Limited
T: +61 8 6460 0250

23
IN THE SUPREME COURT OF WESTERN AUSTRALIA

COR 134 of 2012

IN THE MATTER OF s.411(1) of the *Corporations Act 2001*

IN THE MATTER OF AURIUM RESOURCES LTD
ACN 123 821 929

EX PARTE

AURIUM RESOURCES LTD (ACN 123 821 929)



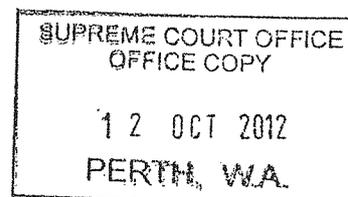
Plaintiff

**ORDERS FOR APPROVAL OF SHARE AND OPTION SCHEMES
PURSUANT TO S. 411(4) OF THE *CORPORATIONS ACT 2001 (CTH)*
MADE BY THE HONOURABLE KENNETH MARTIN IN CHAMBERS
ON 12 OCTOBER 2012**

Date of Document:	12 October 2012
Filed on behalf of:	Plaintiff
Date of Filing:	12 October 2012
Gadens Lawyers Level 7 150 St Georges Terrace PERTH WA 6000	Tel: +61 8 9323 0999 Fax: +61 8 9323 0900 Ref: AM:119289 Andrew Mason

UPON HEARING Mr A J Mason of counsel for the Plaintiff and Ms E E Macknay of counsel for Padbury Mining Ltd, the latter having been granted leave to appear, IT IS ORDERED THAT:

1. Pursuant to section 411(4)(b) of the *Corporations Act 2001 (the Act)*, the scheme of arrangement between the Plaintiff and its Members (**the Aurium**



Share Scheme), a copy of which is attached hereto and marked "A", is approved.

2. Pursuant to section 411(4)(b) of the Act, the scheme of arrangement between the Plaintiff and its Optionholders (**the Aurium Option Scheme**), a copy of which is attached and marked "B", is approved.
3. Pursuant to section 411(12) of the Act, the Plaintiff be exempted from compliance with section 411(11) of the Act, in relation to the Aurium Share Scheme and the Aurium Option Scheme.
4. An office copy of this order be lodged with ASIC on 15 October 2012.
5. These orders be entered forthwith.

BY THE COURT

Kenneth Martin $\frac{12}{10}$
THE HON JUSTICE KENNETH MARTIN $\frac{2012}{2012}$.

Kenneth Martin J

Share Scheme

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

Aurium Resources Limited (ACN 123 821 929) of 100 Colin Street,
West Perth, Western Australia 6005

(Aurium)

Each person registered as a holder of Aurium Shares in the Share
Register as at the Record Date (other than the Excluded
Shareholders)

(Scheme Shareholders)

1 Definitions, interpretation and scheme components

1.1 Definitions

Schedule 1 contains definitions used in this Share Scheme.

1.2 Interpretation

Schedule 1 contains interpretation rules for this Share Scheme.

1.3 Share Scheme components

This Share Scheme includes any schedule to it.

2 Preliminary matters

- (a) Aurium is a public company limited by shares, registered in Western Australia, and has been admitted to the official list of the ASX. Aurium Shares are quoted for trading on the ASX.
- (b) As at 23 August 2012, 301,800,000 Aurium Fully Paid Shares and 70,000,000 Aurium Partly Paid Shares were on issue.
- (c) Padbury is a public company limited by shares incorporated in Western Australia.
- (d) If this Share Scheme becomes Effective:

- (1) Padbury will provide or procure the provision of the Share Scheme Consideration to Scheme Shareholders in accordance with this Share Scheme and the Deed Poll; and
 - (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Padbury and Aurium will enter the name of Padbury in the Share Register in respect of the Scheme Shares.
- (e) Aurium and Padbury have agreed, by executing the Implementation Deed, to implement this Share Scheme.
 - (f) This Share Scheme attributes actions to Padbury but does not itself impose an obligation on it to perform those actions. Padbury has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Share Scheme, including the providing or procuring the provision of the Share Scheme Consideration to the Scheme Shareholders.

3 Conditions

3.1 Conditions precedent

This Share Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in the Implementation Deed relating to Court approval of this Share Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Share Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Aurium and Padbury;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Share Scheme as are acceptable to Aurium and Padbury; and
- (e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving the Share Scheme coming into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date Aurium and Padbury agree in writing).

3.2 Certificate

- (a) Aurium and Padbury will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

4 Implementation of the Share Scheme

4.1 Lodgement of Court orders with ASIC

Aurium will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving the Share Scheme as soon as possible and in any event by 5.00pm on the day Aurium receives the office copy of the Court order (or such later date as agreed between Aurium and Padbury).

4.2 Transfer of Scheme Shares

On the Implementation Date:

- (a) subject to the provision of the Share Scheme Consideration in the manner contemplated by clause 5, the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, will be transferred to Padbury, without the need for any further act by any Scheme Shareholder (other than acts performed by Aurium as attorney and agent for Scheme Shareholders under clause 8.5), by:
 - (1) Aurium delivering to Padbury a duly completed Share Scheme Transfer, executed on behalf of the Scheme Shareholders by Aurium, for registration; and
 - (2) Padbury duly executing the Share Scheme Transfer, attending to the stamping of the Share Scheme Transfer (if required) and delivering it to Aurium for registration; and
- (b) immediately following receipt of the Share Scheme Transfer in accordance with clause 4.2(a)(2), Aurium must enter, or procure the entry of, the name of Padbury in the Share Register in respect of all the Scheme Shares transferred to Padbury in accordance with this Share Scheme.

5 Share Scheme Consideration

5.1 Amount of Share Scheme Consideration

Each Scheme Shareholder is entitled to receive the Share Scheme Consideration in respect of each Scheme Share held by that Scheme Shareholder.

5.2 Provision of Share Scheme Consideration

Padbury must, subject to clauses 5.3, 5.4 and 5.5:

- (a) on the Implementation Date, issue the New Padbury Shares to which each Scheme Shareholder is entitled under this clause 5 and procure that the name and address of each Scheme Shareholder is entered in the Padbury Register in respect of those New Padbury Shares; and
- (b) procure that on or before the date that is two Business Days after the Implementation Date, a share certificate or holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder representing the number of New Padbury Shares issued to the Scheme Shareholder pursuant to this Share Scheme.

5.3 Joint holders

In the case of Scheme Shares held in joint names:

- (a) the New Padbury Shares to be issued under this Share Scheme must be issued to and registered in the names of the joint holders;

- (b) any cheque required to be sent under this Share Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Share Register as at the Record Date; and
- (c) any other document required to be sent under this Share Scheme, will be forwarded to the holder whose name appears first in the Share Register as at the Record Date.

5.4 Ineligible Foreign Shareholders

- (a) Padbury will be under no obligation to issue any New Padbury Shares under this Share Scheme to any Ineligible Foreign Shareholder and instead:
 - (1) subject to clause 5.5, Padbury must, on or before the Implementation Date, issue the New Padbury Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under this Share Scheme to the Sale Agent;
 - (2) Padbury must procure that as soon as reasonably practicable after the Implementation Date, the Sale Agent, in consultation with Padbury sells or procures the sale of all the New Padbury Shares issued to the Sale Agent and remits to Aurium the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**);
 - (3) promptly after receiving the Proceeds in respect of the sale of all of the New Padbury Shares referred to in clause 5.4(a)(1), Aurium must pay, or procure the payment, to each Ineligible Foreign Shareholder, of the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$A = (B \div C) \times D$$
 where
 - B = the number of New Padbury Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which are issued to the Sale Agent;
 - C = the total number of New Padbury Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which are issued to the Sale Agent; and
 - D = the Proceeds (as defined in clause 5.4(a)(2)).
- (b) None of Padbury, Aurium or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New Padbury Shares described in clause 5.4(a). The sale of the New Padbury Shares under this clause 5.4 will be at the risk of the Ineligible Foreign Shareholders.
- (c) Aurium must make payments to Ineligible Foreign Shareholders under clause 5.4(a) by either (in the absolute discretion of Aurium):
 - (1) where an Ineligible Foreign Shareholder has, before the Record Date, made a valid election in accordance with the requirements of the Aurium Registry to receive dividend payments from Aurium by electronic funds transfer to a bank account nominated by the Ineligible Foreign Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
 - (2) otherwise, whether or not the Ineligible Foreign Shareholder has made an election referred to in clause 5.4(c)(1), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Ineligible Foreign Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.3).

- (d) If Aurium receives professional advice that any withholding or other tax is required by law to be withheld from a payment to an Ineligible Foreign Shareholder, Aurium is entitled to withhold the relevant amount before making the payment to the Ineligible Foreign Shareholder (and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Share Scheme including clause 5.4(a)(3)). Aurium must pay any amount so withheld to the relevant taxation authorities within the time permitted by law, and, if requested in writing by the relevant Ineligible Foreign Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Ineligible Foreign Shareholder.
- (e) Each Ineligible Foreign Shareholder appoints Aurium as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders under the Corporations Act.
- (f) Payment of the amount calculated in accordance with clause 5.4(a) to an Ineligible Foreign Shareholder in accordance with this clause 5.4 satisfies in full the Ineligible Foreign Shareholder's right to Share Scheme Consideration.
- (g) Where the issue of New Padbury Shares to which a Scheme Shareholder would otherwise be entitled under this Share Scheme would result in a breach of law:
 - (1) Padbury will issue the maximum possible number of New Padbury Shares to the Scheme Shareholder without giving rise to such a breach; and
 - (2) any further New Padbury Shares to which that Scheme Shareholder is entitled, but the issue of which to the Scheme Shareholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under the preceding provisions in this clause 5.4, as if a reference to Ineligible Foreign Shareholders also included that Scheme Shareholder and references to that person's New Padbury Shares in that clause were limited to the New Padbury Shares issued to the Sale Agent under this clause.

5.5 Fractional entitlements and splitting

- (a) Where the calculation of the number of New Padbury Shares to be issued to a particular Scheme Shareholder would result in the issue of a fraction of a New Padbury Share:
 - (1) any fractional entitlement which is 0.5 or greater will be rounded up to the nearest whole number of New Padbury Shares; and
 - (2) any fractional entitlement which is less than 0.5 will be rounded down to the nearest whole number of New Padbury Shares.
- (b) If Padbury is of the opinion, formed reasonably, that several Scheme Shareholders, each of which holds a holding of Aurium Shares which results in a fractional entitlement to New Padbury Shares have, before the Record Date, been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the rounding provided for in the calculation of each Scheme Shareholder's entitlement to the Share Scheme Consideration, Padbury may direct Aurium to give notice to those Scheme Shareholders:
 - (1) setting out the names and Registered Addresses of all of them;
 - (2) stating that opinion; and
 - (3) attributing to one of them specifically identified in the notice the Aurium Shares held by all of them,

and, after the notice has been so given, the Scheme Shareholder specifically identified in the notice shall, for the purposes of the Share Scheme, be taken to hold all those Aurium Shares and each of the other Scheme Shareholders whose names are set out in the notice shall, for the purposes of the Share Scheme, be taken to hold no Aurium Shares.

5.6 Unclaimed monies

- (a) Aurium may cancel a cheque issued under this clause 5 if the cheque:
- (1) is returned to Aurium; or
 - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request from a Scheme Shareholder, Aurium must reissue a cheque that was previously cancelled under this clause.

5.7 Orders of a court

If:

- (a) written notice is given to Aurium (or the Aurium Registry) of an order made by a court of competent jurisdiction that requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable to that Scheme Shareholder by Aurium in accordance with this clause 5, then Aurium shall be entitled to procure that payment is made in accordance with that order; or
- (b) written notice is given to Aurium (or the Aurium Registry) of an order made by a court of competent jurisdiction that prevents Aurium from making a payment by Aurium to any particular Scheme Shareholder in accordance with this Share Scheme or such payment is otherwise prohibited by applicable law, Aurium shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Shares held by that Scheme Shareholder multiplied by the Share Scheme Consideration until such time as payment in accordance with this clause 5 is permitted by that order or otherwise by law.

5.8 Status of New Padbury Shares

Subject to this Share Scheme becoming Effective, Padbury must:

- (a) issue the New Padbury Shares required to be issued by it under this Share Scheme on terms such that each such New Padbury Share will rank equally in all respects with each existing Padbury Share;
- (b) ensure that each such New Padbury Share is duly and validly issued in accordance with all applicable laws and Padbury's constitution, fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under Padbury's constitution); and
- (c) use all reasonable endeavours to ensure that such New Padbury Shares are, from the Business Day following the date the Share Scheme becomes Effective (or such later date as ASX requires), quoted for trading on the ASX initially on a deferred settlement basis and thereafter on an ordinary settlement basis.

6 Dealings in Aurium Shares

6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Aurium Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHES, the transferee is registered in the Share Register as the holder of the relevant Aurium Shares on or before the Record Date; and

- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before the Record Date at the place where the Share Register is kept,
- and Aurium will not accept for registration, nor recognise for any purpose (except a transfer to Padbury pursuant to the Share Scheme and any subsequent transfer by Padbury or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.2 Register

- (a) Aurium must register registrable transmission applications or transfers of the Scheme Shares in accordance with clause 6.1(b) on or before the Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Aurium to register a transfer that would result in an Aurium Shareholder holding a parcel of Aurium Shares that is less than a 'marketable parcel' (as defined in the Operating Rules of the ASX).
- (b) If the Share Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of, any Scheme Shares or any interest in them after the Record Date otherwise than pursuant to this Share Scheme, and any attempt to do so will have no effect and Aurium shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Share Scheme Consideration, Aurium must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Share Scheme Consideration has been paid to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Share Scheme Consideration.
- (d) All statements of holding for Aurium Shares (other than statements of holding in favour of any Excluded Shareholders) will cease to have effect after the Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register (other than entries on the Share Register in respect of any Excluded Shareholder) will cease to have effect except as evidence of entitlement to the Share Scheme Consideration in respect of the Aurium Shares relating to that entry.
- (e) As soon as possible on or after the Record Date, and in any event within one Business Day after the Record Date, Aurium will ensure that details of the names, Registered Addresses and holdings of Aurium Shares for each Scheme Shareholder as shown in the Share Register are available to Padbury in the form Padbury reasonably requires.

7 Quotation of Aurium Shares

- (a) Aurium will apply to ASX to suspend trading on the ASX in Aurium Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Padbury, Aurium will apply:
- (1) for termination of the official quotation of Aurium Shares on the ASX; and
 - (2) to have itself removed from the official list of the ASX.

8 General Share Scheme provisions

8.1 Consent to amendments to the Share Scheme

If the Court proposes to approve the Share Scheme subject to any alterations or conditions:

- (a) Aurium may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Padbury has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which counsel for Aurium has consented to.

8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
 - (1) agrees to the transfer of their Aurium Shares together with all rights and entitlements attaching to those Aurium Shares in accordance with the Share Scheme;
 - (2) agrees to become a shareholder in Padbury and to be bound by the constitution of Padbury; and
 - (3) acknowledges that the Share Scheme binds Aurium and all Scheme Shareholders (including those who do not attend the Share Scheme Meeting or those who do not vote, or vote against the Share Scheme, at the Share Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Aurium and Padbury, and appointed and authorised Aurium as its attorney and agent to warrant to Padbury, that all their Aurium Shares (including any rights and entitlements attaching to those shares) which are transferred under the Share Scheme will, at the date of transfer, be fully paid (to the extent they are Aurium Fully Paid Shares) and free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Aurium Shares to Padbury together with any rights attaching to those shares. Aurium undertakes that it will provide such warranty to Padbury as agent and attorney of each Scheme Shareholder.

8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred under the Share Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) On and from the Effective Date, Padbury will be beneficially entitled to the Scheme Shares to be transferred to it under the Share Scheme pending registration by Aurium of Padbury in the Share Register as the holder of the Scheme Shares.

8.4 Appointment of sole proxy

On the Implementation Date, and until Aurium registers Padbury as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have appointed Padbury as attorney and agent (and directed Padbury in each such capacity) to appoint any director, officer, secretary or agent nominated by Padbury as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution;

- (b) no Scheme Shareholder 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 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as Padbury reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), Padbury and any director, officer, secretary or agent nominated by Padbury under clause 8.4(a) may act in the best interests of Padbury as the intended registered holder of the Scheme Shares.

8.5 Authority given to Aurium

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints Aurium and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Padbury, and Aurium undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against Padbury on behalf of and as agent and attorney for Scheme Shareholders; and
- (b) on the Implementation Date, irrevocably appoints Aurium and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act, necessary, desirable or expedient to give effect to this Share Scheme and the transactions contemplated by it, including (without limitation) executing the Share Scheme Transfer, and Aurium accepts each such appointment. Aurium as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

8.6 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Aurium binding or deemed binding between the Scheme Shareholder and Aurium relating to Aurium or Aurium Shares (including any email addresses, instructions relating to communications from Aurium, whether dividends are to be paid by cheque or into a specific bank account, notices of meetings or other communications from Aurium) will be deemed from the Implementation Date (except to the extent determined otherwise by Padbury in its sole discretion), by reason of this Share Scheme, to be made by the Scheme Shareholder to Padbury and to be a binding instruction, notification or election to, and accepted by, Padbury in respect of the New Padbury Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to Padbury at its registry.

8.7 Binding effect of Share Scheme

This Share Scheme binds Aurium and all of the Scheme Shareholders (including those who did not attend the meeting of Aurium Shareholders to vote on this Share Scheme, did not vote at that meeting, or voted against this Share Scheme at that meeting) and, to the extent of any inconsistency, overrides the constitution of Aurium.

9 General

9.1 Stamp duty

Padbury will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Share Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Share Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1.

9.2 Consent

Each of the Scheme Shareholders consents to Aurium doing all things necessary or incidental to the implementation of this Share Scheme.

9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Share Scheme is sent by post to Aurium, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Aurium registered office or at the office of the Aurium Registry.
- (b) The accidental omission to give notice of the Share Scheme Meeting or the non-receipt of such notice by an Aurium Shareholder will not, unless so ordered by the Court, invalidate the Share Scheme Meeting or the proceedings of the Share Scheme Meeting.

9.4 Governing law

- (a) The Share Scheme is governed by the laws in force in Western Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Share Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

9.5 Further action

Aurium must do all things and execute all documents necessary to give full effect to this Share Scheme and the transactions contemplated by it.

9.6 No liability when acting in good faith

Neither Aurium nor Padbury nor any director, officer or secretary of any of those companies will be liable for anything done or omitted to be done in the performance of this Share Scheme or the Deed Poll in good faith.

Schedule 1

Definitions and interpretation

1 Definitions

The meanings of the terms used in this Share Scheme are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
Aurium	Aurium Resources Limited (ACN 123 821 929).
Aurium Fully Paid Share	a fully paid ordinary share in the capital of Aurium.
Aurium Partly Paid Share	a partly paid ordinary share in the capital of Aurium issued in November 2009 at an issue price of \$0.0001 each and convertible to an Aurium Fully Paid Share upon a further payment of \$0.0199.
Aurium Registry	Computershare Investor Services Pty Ltd of Level 2, 45 St George's Terrace, Perth WA 6000.
Aurium Share	the Aurium Fully Paid Shares and the Aurium Partly Paid Shares (each of which is an Aurium Share).
Aurium Shareholder	a person who is registered as the holder of a Aurium Share.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.
CHESS	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Court	the Supreme Court of Western Australia or such other court of competent

Term	Meaning
	jurisdiction under the Corporations Act agreed to in writing by Padbury and Aurium.
Deed Poll	the deed poll substantially in the form of Attachment 1 under which Padbury covenants in favour of the Scheme Shareholders to perform its obligations under this Share Scheme.
Effective	when used in relation to the Share Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the Court order made under section 411(4)(b) of the Corporations Act in relation to this Share Scheme.
Effective Date	the date on which this Share Scheme becomes Effective.
End Date	31 October 2012.
Excluded Shareholder	Padbury.
Government Agency	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian.
Implementation Deed	the scheme implementation deed dated 13 February 2012 between Aurium and Padbury relating to the implementation of this Share Scheme as amended by agreement between the parties.
Implementation Date	the fifth Business Day after the Record Date, or such other day as Aurium and Padbury agree.
Ineligible Foreign Shareholder	a Scheme Shareholder whose address shown in the Share Register is a place outside Australia and its external territories or New Zealand and other places agreed in writing between Aurium and Padbury.
New Padbury Share	a fully paid ordinary share in Padbury to be issued to Scheme Shareholders under this Share Scheme.
Padbury	Padbury Mining Limited (ACN 009 076 242) of 100 Colin Street, West Perth Western Australia 6005.
Padbury Register	the register of shareholders maintained by Padbury or its agent.

Term	Meaning
Record Date	5.00pm on the fifth Business Day after the Effective Date.
Registered Address	in relation to an Aurium Shareholder, the address shown in the Share Register as at the Record Date.
Sale Agent	a person appointed by Padbury after consultation with Aurium to sell the New Padbury Shares that are to be issued under clause 5.4(a)(1) of this Share Scheme.
Scheme Shares	all Aurium Shares held by the Scheme Shareholders as at the Record Date.
Scheme Shareholder	a holder of Aurium Shares recorded in the Share Register as at the Record Date (other than an Excluded Shareholder).
Second Court Date	the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Share Scheme is heard.
Share 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 agreed to by Aurium and Padbury.
Share Scheme Consideration	<ol style="list-style-type: none"> 1 for each Aurium Fully Paid Share held by a Scheme Shareholder at the Record Date – 3 Padbury Shares; and 2 for every 1.75 Partly Paid Aurium Shares held by a Scheme Shareholder at the Record Date – 1 Padbury Share.
Share Scheme Meeting	the meeting of Aurium Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.
Share Scheme Transfer	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of Padbury, which may be a master transfer of all or part of the Scheme Shares.
subsidiary	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.
Share Register	the register of members of Aurium maintained in accordance with the Corporations Act.

2 Interpretation

In this Share Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Share Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Share Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Share Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them;
- (h) a reference to a document (including this Share Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;
- (j) a reference to any time is a reference to that time in Perth, Western Australia;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Share Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Share Scheme will be construed adversely to a party because that party was responsible for the preparation of this Share Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Share Scheme (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

3 Interpretation of inclusive expressions

Specifying anything in this Share Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

ANNEXURE "B"

Option Scheme

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

Aurium	Aurium Resources Limited (ACN 123 821 929) of 100 Colin Street, West Perth, Western Australia 6005 (Aurium)
--------	---

Scheme Optionholders	Each person registered as a holder of Aurium Listed Options in the Option Register as at the Record Date (Scheme Optionholders)
-------------------------	---

1 Definitions, interpretation and scheme components

1.1 Definitions

Schedule 1 contains definitions used in this Option Scheme.

1.2 Interpretation

Schedule 1 contains interpretation rules for this Option Scheme.

1.3 Option Scheme components

This Option Scheme includes any schedule to it.

2 Preliminary matters

- (a) Aurium is a public company limited by shares, registered in Western Australia, and has been admitted to the official list of the ASX. Aurium Listed Options are quoted for trading on the ASX.
- (b) As at 23 August 2012 108,800,000 Aurium Listed Options were on issue.
- (c) Padbury is a public company limited by shares incorporated in Western Australia.
- (d) If this Option Scheme becomes Effective:

- (1) Padbury will provide or procure the provision of the Option Scheme Consideration to Scheme Optionholders in accordance with this Option Scheme and the Deed Poll; and
 - (2) to the extent they have not expired, all the Scheme Options, and all the rights and entitlements attaching to them as at the Implementation Date, will be transferred to Padbury, and Aurium will enter the name of Padbury in the Option Register in respect of the Scheme Options.
- (e) Aurium and Padbury have agreed, by executing the Implementation Deed, to implement this Option Scheme and the Share Scheme.
 - (f) This Option Scheme attributes actions to Padbury but does not itself impose an obligation on it to perform those actions. Padbury have agreed, by executing the Deed Poll, to perform the actions attributed to it under this Option Scheme, including the providing or procuring the provision of the Option Scheme Consideration to the Scheme Optionholders.

3 Conditions

3.1 Conditions precedent

This Option Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 and clause 3.2 of the Implementation Deed (other than the conditions in the Implementation Deed relating to Court approval of this Option Scheme and the Share Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed by 8.00am on the Second Court Date;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms before 8.00am on the Second Court Date;
- (c) approval of this Option Scheme by the Court under section 411(4)(b) of the Corporations Act, including with any alterations made or required by the Court under section 411(6) of the Corporations Act as are acceptable to Aurium and Padbury;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to the Option Scheme as are acceptable to Aurium and Padbury; and
- (e) the orders of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act approving the Option Scheme coming into effect, pursuant to section 411(10) of the Corporations Act on or before the End Date (or any later date Aurium and Padbury agree in writing).

3.2 Certificate

- (a) Aurium and Padbury will provide to the Court on the Second Court Date a certificate, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

4 Implementation of the Option Scheme

4.1 Lodgement of Court orders with ASIC

Aurium will lodge with ASIC, in accordance with section 411(10) of the Corporations Act, an office copy of the Court order approving the Option Scheme as soon as possible and in any event by 5.00pm on the day Aurium receives the office copy of the Court order (or such later date as agreed between Aurium and Padbury).

4.2 Transfer of Scheme Options

On the Implementation Date:

- (a) subject to the provision of the Option Scheme Consideration in the manner contemplated by clause 5, the Scheme Options, together with all rights and entitlements attaching to the Scheme Options as at the Implementation Date, will be transferred to Padbury, without the need for any further act by any Scheme Optionholder (other than acts performed by Aurium as attorney and agent for Scheme Optionholders under clause 8.5), by:
 - (1) Aurium delivering to Padbury a duly completed Option Scheme Transfer, executed on behalf of the Scheme Optionholders by Aurium, for registration; and
 - (2) Padbury duly executing the Option Scheme Transfer, attending to the stamping of the Option Scheme Transfer (if required) and delivering it to Aurium for registration; and
- (b) immediately following receipt of the Option Scheme Transfer in accordance with clause 4.2(a)(2), Aurium must enter, or procure the entry of, the name of Padbury in the Option Register in respect of all the Scheme Options transferred to Padbury in accordance with this Option Scheme.
- (c) Clauses 4.2(a) and 4.2(b) will cease to apply if on the Implementation Date, all the Scheme Options have already expired.

5 Option Scheme Consideration

5.1 Provision of Option Scheme Consideration

Padbury must, subject to clauses 5.2, 5.3 and 5.4:

- (a) on or before the Implementation Date, issue the New Padbury Options to which each Scheme Optionholder is entitled under this clause 5 and procure that the name and address of each Scheme Optionholder is entered in the optionholder register of Padbury in respect of those New Padbury Options; and
- (b) procure that on or before the date that is two Business Days after the Implementation Date, an option certificate or holding statement (or equivalent document) is sent to the Registered Address of each Scheme Optionholder representing the number of New Padbury Options issued to the Scheme Optionholder pursuant to this Option Scheme.

5.2 Joint holders

In the case of Scheme Options held in joint names:

- (a) the New Padbury Options to be issued under this Option Scheme must be issued to and registered in the names of the joint holders;

- (b) any cheque required to be sent under this Option Scheme will be made payable to the joint holders and sent to the holder whose name appears first in the Option Register as at the Record Date; and
- (c) any other document required to be sent under this Option Scheme, will be forwarded to the holder whose name appears first in the Option Register as at the Record Date.

5.3 Ineligible Foreign Optionholders

- (a) Padbury will be under no obligation to issue any New Padbury Options under this Option Scheme to any Ineligible Foreign Optionholder and instead:
 - (1) subject to clause 5.4, Padbury must, on or before the Implementation Date, issue the New Padbury Options which would otherwise be required to be issued to the Ineligible Foreign Optionholders under this Option Scheme to the Sale Agent;
 - (2) Padbury must procure that as soon as reasonably practicable after the Implementation Date, the Sale Agent, in consultation with Padbury sells or procures the sale of all the New Padbury Options issued to the Sale Agent and remits to Aurium the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**);
 - (3) promptly after receiving the Proceeds in respect of the sale of all of the New Padbury Options referred to in clause 5.3(a)(1), Aurium must pay, or procure the payment, to each Ineligible Foreign Optionholder, of the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$A = (B \div C) \times D$$
 where
 - B = the number of New Padbury Options that would otherwise have been issued to that Ineligible Foreign Optionholder had it not been an Ineligible Foreign Optionholder and which are issued to the Sale Agent;
 - C = the total number of New Padbury Options which would otherwise have been issued to all Ineligible Foreign Optionholders and which are issued to the Sale Agent; and
 - D = the Proceeds (as defined in clause 5.3(a)(2)).
- (b) None of Padbury, Aurium or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New Padbury Options described in clause 5.3(a). The sale of the New Padbury Options under this clause 5.3 will be at the risk of the Ineligible Foreign Optionholders.
- (c) Aurium must make payments to Ineligible Foreign Optionholders under clause 5.3(a) by either (in the absolute discretion of Aurium):
 - (1) where an Ineligible Foreign Optionholder has, before the Record Date, made a valid election in accordance with the requirements of the Aurium Registry to receive dividend payments from Aurium by electronic funds transfer to a bank account nominated by the Ineligible Foreign Optionholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election; or
 - (2) otherwise, whether or not the Ineligible Foreign Optionholder has made an election referred to in clause 5.3(c)(1), dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Optionholder by prepaid post to their Registered Address (as at the Record Date), such cheque being drawn in the name of the Ineligible Foreign Optionholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).

- (d) If Aurium receives professional advice that any withholding or other tax is required by law to be withheld from a payment to an Ineligible Foreign Optionholder, Aurium is entitled to withhold the relevant amount before making the payment to the Ineligible Foreign Optionholder (and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Option Scheme including clause 5.3(a)(3)). Aurium must pay any amount so withheld to the relevant taxation authorities within the time permitted by law, and, if requested in writing by the relevant Ineligible Foreign Optionholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Ineligible Foreign Optionholder.
- (e) Each Ineligible Foreign Optionholder appoints Aurium as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Optionholders under the Corporations Act.
- (f) Payment of the amount calculated in accordance with clause 5.3(a) to an Ineligible Foreign Optionholder in accordance with this clause 5.3 satisfies in full the Ineligible Foreign Optionholder's right to Option Scheme Consideration.
- (g) Where the issue of New Padbury Options to which a Scheme Optionholder would otherwise be entitled under this Option Scheme would result in a breach of law:
 - (1) Padbury will issue the maximum possible number of New Padbury Options to the Scheme Optionholder without giving rise to such a breach; and
 - (2) any further New Padbury Options to which that Scheme Optionholder is entitled, but the issue of which to the Scheme Optionholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under the preceding provisions in this clause 5.3, as if a reference to Ineligible Foreign Optionholders also included that Scheme Optionholder and references to that person's New Padbury Options in that clause were limited to the New Padbury Options issued to the Sale Agent under this clause.

5.4 Fractional entitlements and splitting

- (a) Where the calculation of the number of New Padbury Options to be issued to a particular Scheme Optionholder would result in the issue of a fraction of a New Padbury Option:
 - (1) any fractional entitlement which is 0.5 or greater will be rounded up to the nearest whole number of New Padbury Options; and
 - (2) any fractional entitlement which is less than 0.5 will be rounded down to the nearest whole number of New Padbury Options.
- (b) If Padbury is of the opinion, formed reasonably, that several Scheme Optionholders, each of which holds a holding of Aurium Listed Options which results in a fractional entitlement to New Padbury Options have, before the Record Date, been party to an optionholding splitting or division in an attempt to obtain an advantage by reference to the rounding provided for in the calculation of each Scheme Optionholder's entitlement to the Option Scheme Consideration, Padbury may direct Aurium to give notice to those Scheme Optionholders:
 - (1) setting out the names and Registered Addresses of all of them;
 - (2) stating that opinion; and
 - (3) attributing to one of them specifically identified in the notice the Aurium Listed Options held by all of them,

and, after the notice has been so given, the Scheme Optionholder specifically identified in the notice shall, for the purposes of the Option Scheme, be taken to hold all those Aurium Listed Options and each of the other Scheme Optionholders whose names are set out in the notice shall, for the purposes of the Option Scheme, be taken to hold no Aurium Listed Options.

5.5 Unclaimed monies

- (a) Aurium may cancel a cheque issued under this clause 5 if the cheque:
 - (1) is returned to Aurium; or
 - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of one year commencing on the Implementation Date, on request from a Scheme Optionholder, Aurium must reissue a cheque that was previously cancelled under this clause.

5.6 Orders of a court

If:

- (a) written notice is given to Aurium (or the Aurium Registry) of an order made by a court of competent jurisdiction that requires payment to a third party of a sum in respect of Scheme Options held by a particular Scheme Optionholder, which would otherwise be payable to that Scheme Optionholder by Aurium in accordance with this clause 5, then Aurium shall be entitled to procure that payment is made in accordance with that order; or
- (b) written notice is given to Aurium (or the Aurium Registry) of an order made by a court of competent jurisdiction that prevents Aurium from making a payment by Aurium to any particular Scheme Optionholder in accordance with this Option Scheme, or such payment is otherwise prohibited by applicable law, Aurium shall be entitled to retain an amount, in Australian dollars, equal to the number of Scheme Options held by that Scheme Optionholder multiplied by the Option Scheme Consideration until such time as payment in accordance with this clause 5 is permitted by that order or otherwise by law.

5.7 Status of New Padbury Options

Subject to this Option Scheme becoming Effective, Padbury must:

- (a) issue the New Padbury Options required to be issued by it under this Option Scheme on the terms set out in Schedule 2;
- (b) ensure that each such New Padbury Option is duly and validly issued in accordance with all applicable laws and Padbury's constitution, and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under Padbury's constitution); and
- (c) use all reasonable endeavours to ensure that such New Padbury Options are, from the Business Day following the date the Option Scheme becomes Effective (or such later date as ASX requires), quoted for trading on the ASX initially on a deferred settlement basis and thereafter on an ordinary settlement basis.

6 Dealings in Aurium Listed Options

6.1 Exercise of Aurium Listed Options

- (a) Aurium will issue fully paid ordinary shares in the capital of Aurium in accordance with any valid exercise of an Aurium Listed Option which is received on or before 12.00pm on the Business Day prior to the Record Date.
- (b) Aurium will not accept for registration or recognise for any purpose any exercise of an Aurium Listed Option received after 12.00pm on the Business Day prior to the Record Date and, after such time, the Aurium Listed Options will not be capable of exercise

notwithstanding clause 6.2 or any terms on which the Aurium Listed Options were granted.

6.2 Determination of Scheme Optionholders

To establish the identity of the Scheme Optionholders, dealings (other than the exercise of an Aurium Listed Option, which is dealt with in clause 6.1) in Aurium Listed Options or other alterations to the Option Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESSE, the transferee is registered in the Option Register as the holder of the relevant Aurium Listed Options on or before the Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received on or before the Record Date at the place where the Option Register is kept,

and Aurium will not accept for registration, nor recognise for any purpose (except a transfer to Padbury pursuant to the Option Scheme and any subsequent transfer by Padbury or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

6.3 Register

- (a) Aurium must register registrable transmission applications or transfers of the Scheme Options in accordance with clause 6.2(b) on or before the Record Date provided that, for the avoidance of doubt, nothing in this clause 6.3(a) requires Aurium to register a transfer that would result in an Aurium Optionholder holding a parcel of Aurium Listed Options that is less than a 'marketable parcel' (as defined in the Operating Rules of the ASX).
- (b) If the Option Scheme becomes Effective, a holder of Scheme Options (and any person claiming through that holder) must not dispose of or purport or agree to dispose of, any Scheme Options or any interest in them after the Record Date otherwise than pursuant to this Option Scheme, and any attempt to do so will have no effect and Aurium shall be entitled to disregard any such disposal.
- (c) For the purpose of determining entitlements to the Option Scheme Consideration, Aurium must maintain the Option Register in accordance with the provisions of this clause 6.3 until the Option Scheme Consideration has been paid to the Scheme Optionholders. The Option Register in this form will solely determine entitlements to the Option Scheme Consideration.
- (d) All statements of holding for Aurium Listed Options (other than statements of holding in favour of Padbury) will cease to have effect after the Record Date as documents of title in respect of those options and, as from that date, each entry current at that date on the Option Register (other than entries on the Option Register in respect of Padbury) will cease to have effect except as evidence of entitlement to the Option Scheme Consideration in respect of the Aurium Listed Options relating to that entry.
- (e) As soon as possible on or after the Record Date, and in any event within one Business Day after the Record Date, Aurium will ensure that details of the names, Registered Addresses and holdings of Aurium Listed Options for each Scheme Optionholder as shown in the Option Register are available to Padbury in the form Padbury reasonably requires.

7 Quotation of Aurium Listed Options

- (a) Aurium will apply to ASX to suspend trading on the ASX in Aurium Listed Options with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by Padbury, Aurium will apply:
 - (1) for termination of the official quotation of Aurium Listed Options on the ASX; and
 - (2) to have itself removed from the official list of the ASX.

8 General Option Scheme provisions

8.1 Consent to amendments to the Option Scheme

If the Court proposes to approve the Option Scheme, subject to any alterations or conditions:

- (a) Aurium may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Padbury has consented; and
- (b) each Scheme Optionholder agrees to any such alterations or conditions which counsel for Aurium has consented to.

8.2 Scheme Optionholders' agreements and warranties

- (a) Each Scheme Optionholder:
 - (1) agrees to the transfer of their Aurium Listed Options together with all rights and entitlements attaching to those Aurium Listed Options in accordance with the Option Scheme;
 - (2) agrees to become an optionholder in Padbury and to be bound by the terms of the New Padbury Options set out in Schedule 2 and the constitution of Padbury and upon exercise of any New Padbury Options to become a shareholder in Padbury; and
 - (3) acknowledges that the Option Scheme binds Aurium and all Scheme Optionholders (including those who do not attend the Option Scheme Meeting or those who do not vote, or vote against the Option Scheme, at the Option Scheme Meeting).
- (b) Each Scheme Optionholder is taken to have warranted to Aurium and Padbury, and appointed and authorised Aurium as its attorney and agent to warrant to Padbury, that, to the extent that Aurium Listed Options have not expired and so are capable of transfer, all their Aurium Listed Options (including any rights and entitlements attaching to those options) which are transferred under the Option Scheme will, at the date of transfer, be free from all mortgages, charges, liens, encumbrances, pledges, security interests and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to transfer their Aurium Listed Options to Padbury together with any rights attaching to those options. Aurium undertakes that it will provide such warranty to Padbury as agent and attorney of each Scheme Optionholder.

8.3 Title to and rights in Scheme Options

- (a) To the extent permitted by law, the Scheme Options transferred under the Option Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) On and from the Effective Date, Padbury will be beneficially entitled to the Scheme Options to be transferred to it under the Option Scheme (if any) pending registration by Aurium of Padbury in the Option Register as the holder of the Scheme Options.

8.4 Appointment of sole proxy

On the Implementation Date, and until Aurium registers Padbury as the holder of all Scheme Options in the Option Register, each Scheme Optionholder must take all other actions in the capacity of a registered holder of Scheme Options as Padbury reasonably directs.

8.5 Authority given to Aurium

Each Scheme Optionholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints Aurium and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against Padbury, and Aurium undertakes in favour of each Scheme Optionholder that it will enforce the Deed Poll against Padbury on behalf of and as agent and attorney for Scheme Optionholders; and
- (b) on the Implementation Date, irrevocably appoints Aurium and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act, necessary, desirable or expedient to give effect to this Option Scheme and the transactions contemplated by it, including (without limitation) executing the Option Scheme Transfer, and Aurium accepts each such appointment. Aurium as attorney and agent of each Scheme Optionholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers or employees (jointly, severally or jointly and severally).

8.6 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Optionholder to Aurium binding or deemed binding between the Scheme Optionholder and Aurium relating to Aurium or Aurium Listed Options (including any email addresses or instructions relating to communications from Aurium) will be deemed from the Implementation Date (except to the extent determined otherwise by Padbury in its sole discretion), by reason of this Option Scheme, to be made by the Scheme Optionholder to Padbury and to be a binding instruction, notification or election to, and accepted by, Padbury in respect of the New Padbury Options issued to that Scheme Optionholder until that instruction, notification or election is revoked or amended in writing addressed to Padbury at its registry.

8.7 Binding effect of Option Scheme

This Option Scheme binds Aurium and all of the Scheme Optionholders (including those who did not attend the meeting of Aurium Listed Optionholders to vote on this Option Scheme, did not vote at that meeting, or voted against this Option Scheme at that meeting) and, to the extent of any inconsistency, overrides the constitution of Aurium.

9 General

9.1 Stamp duty

Padbury will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Option Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Option Scheme and the Deed Poll; and
- (b) indemnify each Scheme Optionholder against any liability arising from failure to comply with clause 9.1.

9.2 Consent

Each of the Scheme Optionholders consents to Aurium doing all things necessary or incidental to the implementation of this Option Scheme.

9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Option Scheme is sent by post to Aurium, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Aurium registered office or at the office of the Aurium Registry.
- (b) The accidental omission to give notice of the Option Scheme Meeting or the non-receipt of such notice by an Aurium optionholder will not, unless so ordered by the Court, invalidate the Option Scheme Meeting or the proceedings of the Option Scheme Meeting.

9.4 Governing law

- (a) The Option Scheme is governed by the laws in force in Western Australia.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this Option Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

9.5 Further action

Aurium must do all things and execute all documents necessary to give full effect to this Option Scheme and the transactions contemplated by it.

9.6 No liability when acting in good faith

Neither Aurium nor Padbury nor any director, officer or secretary of any of those companies will be liable for anything done or omitted to be done in the performance of this Option Scheme or the Deed Poll in good faith.

Definitions and interpretation

1 Definitions

The meanings of the terms used in this Option Scheme are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited ABN 98 008 624 691 and, where the context requires, the financial market that it operates.
Aurium	Aurium Resources Limited (ACN 123 821 929).
Aurium Listed Option	an option issued by Aurium that has an expiry date of 30 September 2012 and an exercise price of \$0.035 and is quoted on the ASX and gives the holder of the option the right to subscribe for fully paid ordinary shares in the capital of Aurium.
Aurium Optionholder	a person who is registered as the holder of an Aurium Listed Option.
Aurium Registry	Computershare Investor Services Pty Limited of Level 2, Reserve Bank Building, 45 St Georges Terrace Perth, WA, Australia, 6000.
Aurium Shareholder	a person who is registered as the holder of an ordinary share in Aurium.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.
CHESS	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd and ASX Clear Pty Limited.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).

Term	Meaning
Court	the Supreme Court of Western Australia or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Padbury and Aurium.
Deed Poll	the deed poll substantially in the form of Attachment 1 under which Padbury covenants in favour of the Scheme Optionholders to perform its obligations under this Option Scheme.
Effective	when used in relation to the Option Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the Court order made under section 411(4)(b) of the Corporations Act in relation to this Option Scheme.
Effective Date	the date on which this Option Scheme becomes Effective.
End Date	31 October 2012.
Government Agency	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any state, or any other federal, state, provincial, local or other government, whether foreign or Australian.
Implementation Deed	the scheme implementation deed dated 13 February 2012 between Aurium and Padbury relating to the implementation of this Option Scheme, as amended by agreement between the parties.
Implementation Date	the tenth Business Day after the Effective Date, or such other day as Aurium and Padbury agree.
Ineligible Foreign Optionholder	a Scheme Optionholder whose address shown in the Option Register is a place outside Australia and its external territories or New Zealand and other places agreed in writing between Aurium and Padbury.
New Padbury Option	an option in Padbury exercisable at \$0.02 expiring on 30 June 2014 to be issued to Scheme Optionholders under this Option Scheme and on the terms set out in this Option Scheme (including Schedule 2).
Option Register	the register of optionholders of Aurium maintained in accordance with the Corporations Act.
Option Scheme	this scheme of arrangement subject to any alterations or conditions made or

Term	Meaning
	required by the Court under section 411(6) of the Corporations Act and agreed to by Aurium and Padbury.
Option Scheme Consideration	for each Aurium Listed Option held by a Scheme Optionholder as at the Record Date, 1 New Padbury Option, subject to the terms of this Option Scheme.
Option Scheme Meeting	the meeting of Aurium Optionholders ordered by the Court to be convened under section 411(1) of the Corporations Act.
Option Scheme Transfer	a duly completed and executed proper instrument of transfer in respect of the Scheme Options in favour of Padbury.
Padbury	Padbury Mining Limited (ACN 009 076 242) of 15 Collins Street, West Perth Western Australia 6005.
Padbury Group	Padbury and each of its subsidiaries and a reference to a 'Padbury Group Member' or a member of the Padbury Group is to Padbury or any of its subsidiaries.
Record Date	30 September 2012.
Registered Address	in relation to a an Aurium Optionholder, the address shown in the Option Register as at the Record Date.
Sale Agent	a person appointed by Padbury after consultation with Aurium to sell the New Padbury Options that are to be issued under clause 5.3(a)(1) of this Option Scheme.
Scheme Options	all Aurium Listed Options held by the Scheme Optionholders as at the Record Date.
Scheme Optionholder	a holder of Aurium Listed Options recorded in the Option Register as at the Record Date.
Second Court Date	the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Option Scheme is heard.

Term	Meaning
Share Scheme	the scheme of arrangement under Part 5.1 of the Corporations Act between Aurium and the Aurium Shareholders.
subsidiary	has the meaning given in Division 6 of Part 1.2 of the Corporations Act.

2 Interpretation

In this Option Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Option Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Option Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, part, schedule, attachment or exhibit is a reference to a clause or part of, and a party, schedule, attachment or exhibit to, this Option Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re enactments of any of them;
- (h) a reference to a document (including this Option Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency unless denominated otherwise;
- (j) a reference to any time is a reference to that time in Perth, Western Australia;
- (k) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Option Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Option Scheme will be construed adversely to a party because that party was responsible for the preparation of this Option Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (o) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (p) a reference to a body, other than a party to this Option Scheme (including an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or

(2) whose powers or functions are transferred to another body,
is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

3 Interpretation of inclusive expressions

Specifying anything in this Option Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

4 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

Schedule 2

New Padbury Option terms

Each New Padbury Option (**Option**) will entitle the holder of the Option (**Option Holder**) to subscribe for and be issued one (1) fully paid ordinary share (**Share**) in Padbury Mining Limited (ACN 009 076 242) (**Company**) on the terms and conditions set out below:

- 1 The Company will make an application to the Australian Securities Exchange for official quotation of the Options.
- 2 Each Option is exercisable in the period up to and including 30 June 2014 (**Option Period**) and if the Option is not exercised on or prior to the expiry of the Option Period, the Option will automatically lapse.
- 3 The Options may be exercised wholly or in part by giving notice in writing (**Notice of Exercise**) to the Company at any time during the Option Period. Options may only be exercised in multiples of 500,000, unless all of the then unexercised Options are being exercised under the relevant Notice of Exercise.
- 4 The exercise price for each Option exercised is two (2) cents per Option (**Exercise Price**) and is payable immediately on exercise.
- 5 On receipt by the Company of the Notice of Exercise and payment of the relevant Exercise Price, the Company must issue to the Option Holder the number of Shares for which the Option is exercised and dispatch the relevant holding statement or other appropriate acknowledgment as soon as reasonably practicable thereafter.
- 6 Within 10 Business Days of receipt of a Notice of Exercise the Company will apply for official quotation on the ASX of the Shares issued on exercise of the Options.
- 7 Shares issued on the exercise of any Options will rank equally in all respects with the then existing issued Shares and will be subject to the provisions of the constitution of the Company.
- 8 There are no participating rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues or pro-rata issues of securities offered to shareholders of the Company during the currency of the Options. Subject to paragraph 10, an Option Holder is required to exercise the Options in order to participate in any new issue of securities offered to Shareholders by the Company. Option holders will be provided with written notice and afforded that period of time as required by the ASX Listing Rules before the record date to determine entitlements to the offer to exercise their Options.
- 9 If from time to time on or prior to the expiry of the Option Period the Company makes a bonus issue of securities to holders of Shares in the Company (**Bonus Issue**), then upon exercise of the Options an Option Holder will be entitled to have issued to him or her (in addition to the Shares which he or she is otherwise entitled to have issued to him or her upon such exercise) the number of securities which would have been issued to him or her under that Bonus Issue if the Options had been exercised before the record date for the Bonus Issue.
- 10 In the event of any reconstruction (including consolidation, subdivision, reduction, cancellation or return) of the issued capital of the Company, all rights

of the Option Holder will be reconstructed (as appropriate) in accordance with the ASX Listing Rules.

- 11 In the event of any pro-rata issue of securities (except a Bonus Issue) the exercise price of the Options will be adjusted in accordance with ASX Listing Rule 6.22 (as amended from time to time).
- 12 The Options are transferable.
- 13 Notices may be given by the Company to the Option Holder in the manner prescribed by the Constitution of the Company for the giving of notices to the shareholders of the Company and the relevant provisions of the Constitution will apply with all necessary modification to notices to be given to Option Holders and otherwise as the Company determines.

