

The logo for Baker & McKenzie, featuring the firm's name in a serif font on a dark rectangular background.

**Date:** 26 August 2014

**To:** Company Announcements Platform  
Australian Securities Exchange

**Fax:** 1300 135 638

**Cc:** Heron Resources Limited

**Fax:** +61 8 9215 4490

**Tel:** +61 8 9215 4444

**Pages (w/cover):** 22

Dear Sirs

We act for Sprott Inc.

In accordance with section 671B(1) of the *Corporations Act* 2001 (Cth), we attach an ASIC Form 603 (Notice of Initial Substantial Holder) issued by Sprott Inc. in relation to Heron Resources Limited ACN 068 263 098.

Yours sincerely

Baker & McKenzie

## Form 603

### Corporations Act 2001 Section 671B

### Notice of initial substantial holder

To Company Name/Scheme Heron Resources Limited

ACN/ARSN 068 263 098

#### 1. Details of substantial holder (1)

Name Sprott Inc. and Exploration Capital Partners 2008 LP

ACN (if applicable) \_\_\_\_\_

The holder became a substantial holder on 22 August 2014

#### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities(4)	Number of securities	Persons' votes(5)	Voting power (6)
Ordinary	37,577,126	37,577,126	10.41%

#### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Sprott Inc.	In respect of 27,577,126 shares, a direct interest by virtue of section 608(1)(a) of the Corporations Act 2001. A copy of the relevant agreement is set out in Annexure A.  In respect of 10,000,000 shares, an indirect interest by virtue of section 608(3)(b) of the Corporations Act 2001, by being the ultimate holding company of the General Partner of the registered holder. A copy of the relevant agreement is set out in Annexure A.	Ordinary Shares 37,577,126
Exploration Capital Partners 2008 LP	A direct interest by virtue of section 608(1)(a) of the Corporations Act 2001	Ordinary Shares 10,000,000

#### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
-----------------------------	---------------------------------	------------------------------------------------	--------------------------------

Sprott Inc.	Sprott Inc.	Sprott Inc.	Ordinary Shares 27,577,126
Exploration Capital Partners 2008 LP	Exploration Capital Partners 2008 LP	Exploration Capital Partners 2008 LP	Ordinary Shares 10,000,000

#### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Sprott Inc.	22 August 2014	\$3,309,255.12	N/A	Ordinary Shares 27,577,126
Exploration Capital Partners 2008 LP	22 August 2014	\$1,200,000	N/A	Ordinary Shares 10,000,000

#### 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if any)	Nature of association
Sprott Inc.	Associates pursuant to section 12(2)(a) of the Corporations Act, by virtue of the fact that Sprott Inc. controls Exploration Capital 2008 LP
Exploration Capital Partners 2008 LP	Associates pursuant to section 12(2)(a) of the Corporations Act, by virtue of the fact that Exploration Capital 2008 LP is controlled by Sprott Inc.

#### 7. Addresses

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

Name	Address
Sprott Inc.	Suite 2700, 200 Bay Street, Royal Bank Plaza, South Tower, Toronto, Ontario Canada M5J 2J1
Exploration Capital Partners 2008 LP	1910 Palomar Point Way, Suite 200, Carlsbad, California USA 92008

#### Signature

print name Peter Grosskopf

capacity Chief Executive Officer  
Sprott Inc.

sign here



date 25 /August / 2014

## Directions

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

'Annexure A



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Agreement

Share sale agreement

BHP Minerals Holdings Pty Ltd

Sprott Inc. and Exploration Capital Partners 2008  
Limited Partnership



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## Share sale agreement

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Date ► 22 AUGUST 2014

Between the parties

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Seller	<b>BHP Minerals Holdings Pty Ltd</b> ACN 005 744 025 of 125 St Georges Terrace, Perth WA 6000
Buyer	<b>Sprott Inc.</b> Ontario Corporation No. 002163380 of Suite 2700, 200 Bay Street, Royal Bank Plaza, South Tower, Toronto, Ontario Canada M5J 2J1 - and - <b>Exploration Capital Partners 2008 Limited Partnership</b> 1910 Palomar Point Way, Suite 200, Carlsbad, California USA 92008

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Recitals	<ol style="list-style-type: none"><li>1 The Seller owns the Sale Shares.</li><li>2 The Seller has agreed to sell and the Buyer has agreed to buy the Sale Shares on the terms and conditions of this agreement.</li></ol>
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The parties agree as follows:

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## 1 Definitions and interpretation

### 1.1 Definitions

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

Term	Meaning
<b>Adjustment Amount</b>	<p>the amount calculated as follows:</p> $AA = (RPSP - SSP) \times SS$ <p>where:</p> <p><b>AA</b> is the Adjustment Amount;</p> <p><b>RPSP</b> is the Restricted Period Share Price;</p> <p><b>SSP</b> is the Sale Share Price; and</p> <p><b>SS</b> is the number of Sale Shares.</p>
<b>Affiliate</b>	<ol style="list-style-type: none"> <li>1 If the party is a subsidiary of another company, the party's ultimate holding company and any subsidiary (other than the party itself) of the party's ultimate holding company; or</li> <li>2 If the party is not a subsidiary of another company, any subsidiary of the party.</li> </ol> <p>The parties acknowledge and agree that:</p> <ol style="list-style-type: none"> <li>1 BHP Billiton Limited (ACN 004 028 077) and its Affiliates shall be deemed to be Affiliates of BHP Billiton plc (Company No. 03196209) and its Affiliates and vice versa; and</li> <li>2 any body corporate under the common Control of BHP Billiton Limited and BHP Billiton plc (taking into account the aggregate percentage interests of their respective direct and indirect shareholdings in that body corporate) will be deemed to be Affiliates of BHP Billiton Limited and BHP Billiton plc and their respective Affiliates, in each case, for so long as BHP Billiton Limited and BHP Billiton plc are members of the same dual listed company structure. For this purpose <b>Control</b> means ownership, directly or indirectly, of not less than 50% of the shares entitled to vote at general meetings of the relevant body corporate.</li> </ol>
<b>Anti-Bribery Laws and Obligations</b>	<p>for all parties:</p> <ol style="list-style-type: none"> <li>1 the Applicable Laws and other legally binding measures relating to combating bribery and corruption, the principles described in the <i>Convention on Combating Bribery of Foreign Public Officials in International Business Transactions</i>, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and that convention's commentaries; and</li> <li>2 the Applicable Laws and other legally binding measures relating to</li> </ol>





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Term	Meaning
	combating bribery and corruption in the countries of each party's place of incorporation or principal place of business.
<b>Applicable Law</b>	all laws, rules, regulations, directives, statutes, subordinate legislation, common law and civil codes of any jurisdiction, all judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal exercising statutory or delegated powers and all codes of practice having force of law in each case to the extent applicable to either of the parties or Heron, as the context requires.
<b>Business Day</b>	a day on which banks are open for business in Perth, Western Australia and Toronto, Ontario Canada excluding a Saturday, Sunday or public holiday in those cities.
<b>Buyer Group</b>	Sprott Inc. and Exploration Capital Partners 2008 Limited Partnership (together, the "Buyer") and each of their respective Related Bodies Corporate and <b>Buyer Group Member</b> means any member of the Buyer Group.
<b>Completion</b>	completion of the sale and purchase of the Sale Shares under clause 3.
<b>Completion Date</b>	the date on which Completion occurs.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Encumbrance</b>	<p>an interest or power:</p> <ol style="list-style-type: none"> <li>1 reserved in or over an interest in any asset including any retention of title; or</li> <li>2 created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,</li> </ol> <p>by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above.</p>
<b>Government Agency</b>	any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
<b>Heron</b>	Heron Resources Limited ACN 068 263 098.
<b>Heron Share</b>	an ordinary share in the capital of Heron.



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Term	Meaning
<b>Immediately Available Funds</b>	bank cheque or telegraphic or other electronic means of transfer of cleared funds into a bank account nominated in advance by the payee.
<b>Public Official</b>	<ol style="list-style-type: none"> <li>1 any public servant, officer, employee, director, principal, commissioner, consultant, agent, advisor or representative, of any Government Agency;</li> <li>2 any person who holds an office or post in the service of any state, or any service in connection with the affairs of any federation, any local council, any local government or the military; or</li> <li>3 any person acting in an official capacity for or on behalf of: <ol style="list-style-type: none"> <li>a any Government Agency;</li> <li>b any public international organisation; or</li> <li>c any political party or political party official or candidate for office.</li> </ol> </li> </ol>
<b>Purchase Price</b>	\$3,309,255.12 payable by Sprott Inc. and \$1,200,000 payable by Exploration Capital Partners 2008 Limited Partnership for an aggregate Purchase Price of \$4,509,255.12
<b>Related Body Corporate</b>	has the meaning given in the Corporations Act.
<b>Restricted Period</b>	the period commencing on the date of this agreement and ending on the date 3 months after the Completion Date.
<b>Restricted Period Share Price</b>	if a Buyer Group Member buys Heron Shares during the Restricted Period, the highest price per share paid for any of those Heron Shares.
<b>Sale Share Price</b>	<p>\$0.12.</p> <p>(<i>ie Purchase Price / 37,577,126</i>).</p>
<b>Sale Shares</b>	37,577,126 Heron Shares.
<b>Share Transfer Form</b>	a share transfer form materially in the form of

## Attachment 1.

<b>Transaction</b>	the sale and purchase of the Sale Shares on the terms and conditions of this agreement.
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## 1.2 Interpretation

In this agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- (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 agreement have a corresponding meaning.
- (e) An expression importing 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, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement.
- (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 includes all amendments or supplements to, or replacements or novations of, that document.
- (i) A reference to time is a reference to the time in Perth, Western Australia.
- (j) A reference to a party to a document includes that party's successors and permitted assignees.
- (k) If an act prescribed under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next Business Day.
- (l) A reference to \$ is to Australian currency unless denominated otherwise.

## 1.3 Inclusive expressions

Specifying anything in this agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to contrary.

## 1.4 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.

# 2 Sale and purchase of Sale Shares

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## 2.1 Sale Shares

- (a) On the Completion Date, the Seller must sell, and the Buyer must buy, the Sale Shares for the Purchase Price free and clear of all Encumbrances.
- (b) The Seller represents, warrants and covenants to the Buyer, that:



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- (1) the Sale Shares are beneficially owned by the Seller with a good and marketable title thereto, free and clear of all Encumbrances;
- (2) the Seller has the full right, power and authority to sell, assign and transfer the Sale Shares; and
- (3) no person, firm or corporation has any agreement (other than this agreement) or option or right capable of becoming an agreement or option for the purchase from the Seller of the Sale Shares.

## **2.2 Associated rights**

The Seller must sell the Sale Shares to the Buyer together with all rights attached to them as at the date of this agreement.

## **2.3 Consideration**

- (a) The consideration for the sale of the Sale Shares is the payment by the Buyer of the Purchase Price.
- (b) On Completion the Buyer must pay the Purchase Price to the Seller in Immediately Available Funds without counter-claim or set-off.

## **2.4 Title and risk**

Title to and risk in the Sale Shares passes to the Buyer on Completion.

# **3 Completion**

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## **3.1 Time and place**

Completion must take place at the offices of Security Transfer Registrars Pty Ltd at 770 Canning Highway, Applecross, WA at 11.00 am on Friday, 29 August 2014, or such other place, time and date as the Seller and the Buyer agree in writing.

## **3.2 Completion steps**

- (a) At Completion:
  - (1) the Seller must give the Buyer two completed Share Transfer Forms (one for each of Sprott Inc. and Exploration Capital Partners 2008 Limited Partnership) in respect of the Sale Shares, executed by or on behalf of the Seller; and
  - (2) the Buyer must:
    - (A) pay the Purchase Price to the Seller in Immediately Available Funds without counter-claim or set-off;
    - (B) execute and deliver the Share Transfer Forms in respect of the Sale Shares; and
    - (C) give the Seller a duly executed counterpart of this agreement.
- (b) Completion is taken to have occurred when each party has performed all its obligations under clause 3.2(a).



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### **3.3 Further assurances**

Each party must, at its own expense, do all things and execute all documents necessary to procure and give full effect to the transfer of the Sale Shares from the Seller to the Buyer in accordance with this agreement.

### **3.4 Completion simultaneous**

- (a) The actions to take place as contemplated by this clause 3 are interdependent and must take place, as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:
  - (1) there is no obligation on any party to undertake or perform any of the other actions; and
  - (2) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
  - (3) the Seller and the Buyer must each return to the other all documents delivered to it under clause 3.2(a) and must each repay to the other all payments received by it under clause 3.2(a), without prejudice to any other rights any party may have in respect of that failure.
- (b) The Buyer may, in its sole discretion, waive any or all of the actions that the Seller is required to perform under clause 3.2(a)(1) and the Seller may, in its sole discretion, waive any or all of the actions that the Buyer is required to perform under clause 3.2(a)(2).

## **4 Adjustment Amount**

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### **4.1 Prohibition on Restricted Period purchases**

Buyer Group Members must not buy in aggregate more than 7,220,000 Heron shares during the Restricted Period.

### **4.2 Payment of Adjustment Amount**

If despite clause 4.1, during the Restricted Period:

- (a) Buyer Group Members buy in aggregate more than 7,220,000 Heron Shares; and
- (b) the price paid for any of those Heron Shares is greater than the Sale Share Price,

then the Buyer must pay the Seller the Adjustment Amount in Immediately Available Funds without counter-claim or set-off by no later than 5 Business Days after the end of the Restricted Period.

### **4.3 Increase in the Purchase Price**

Any payment under clause 4 will be deemed to be an increase in the Purchase Price.



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## 5 Prohibition on gifts and payments to Public Officials

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Each party:

- (a) warrants that it and its Affiliates and their respective directors, officers, employees and personnel have not made, offered, or authorised; and
- (b) covenants that it and its Affiliates and their respective directors, officers, employees, and personnel will not make, offer, or authorise,

any payment, gift, promise or other advantage related to the Transaction, whether directly or through any other person or entity, to or for the use or benefit of any Public Official, any political party, political party official, or candidate for office, or any other individual or entity, where such payment, gift, promise or advantage would violate Anti-Bribery Laws and Obligations in any material respect.

## 6 Costs and expenses

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- (a) Unless otherwise provided for in this agreement, each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this agreement and any other agreement or document entered into or signed under this agreement.
- (b) Any action to be taken by the Seller or the Buyer in performing its obligations under this agreement must be taken at its own cost and expense unless otherwise provided in this agreement.

## 7 Notices

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### 7.1 Form of Notice

A notice or other communication to a party under this agreement (**Notice**) must be:

- (a) in writing and in English; and
- (b) addressed to that party in accordance with the details nominated below (or any alternative details nominated to the sending party by Notice).

Seller	
Address	125 St Georges Terrace, Perth WA 6000
Attention	Mr Stuart Cameron (General Counsel, BHP Billiton Aluminium, Manganese & Nickel)
Phone	+61 8 6321 3255
Fax	+61862182001
Email	Stuart.C.Cameron@bhpbilliton.com
Buyer	



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Name Sprott Inc.  
Address Suite 2700, 200 Bay Street, Royal Bank Plaza South Tower, Toronto,  
Ontario, Canada M5J 2J1  
  
Attention Peter Grosskopf, Chief Executive Officer  
Phone +1 416 362 7172  
Fax +1 416 943 6497  
Email pgrosskopf@sprott.com

Name Exploration Capital Partners 2008 Limited Partnership  
Address 1910 Palomar Point Way, Suite 200  
Carlsbad, California USA 92008  
  
Attention Arthur Richards (Rick) Rule, President, Resource Capital Investment  
Corp., General Partner  
Phone +1 760 444 5254  
Fax +1 760 683 6576  
Email rrule@sprottglobal.com

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## 7.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.



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Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety.  However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.
By email to the nominated email address	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

### 7.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than fax and email as permitted in clause 7.2).

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### 8.1 Governing law and jurisdiction

- (a) This agreement is governed by the laws of Western Australia.
- (b) Each party irrevocably submits 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 agreement. Each party irrevocably waives 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.

### 8.2 Exercise of rights

- (a) Unless expressly required by the terms of this agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this agreement.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this agreement.





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### 8.3 Waiver

- (a) No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (b) In this clause 8.3:
  - (1) **conduct** includes delay in the exercise of a right;
  - (2) **right** means any right arising under or in connection with this agreement and includes the right to rely on this clause; and
  - (3) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

### 8.4 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

### 8.5 Assignment

Rights arising out of or under this agreement are not assignable by a party without the prior written consent of the other party.

### 8.6 Counterparts

This agreement may be executed in any number of counterparts.

### 8.7 Invalidity and enforceability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 8.7(a) does not apply where enforcement of the provision of this agreement in accordance with clause 8.7(a) would materially affect the nature or effect of the parties' obligations under this agreement.

### 8.8 Entire agreement

This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

### 8.9 No reliance

The Buyer acknowledges and agrees that:

- (a) in executing this agreement, the Buyer has relied entirely on its own enquiries concerning the Sale Shares; and
- (b) the Buyer does not rely on any representation or warranty made by or on behalf of the Seller in relation to the Sale Shares, except as specified in this agreement.



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## Signing page

Executed as an agreement

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### Seller

Signed by  
**BHP Minerals Holdings Pty Ltd**  
by

sign here ► *R. Devarasan*  
Company Secretary/Director

print name RAMA DEVARASAN

sign here ► *BR*  
Director

print name Brett Rix

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**Buyer**

Signed by  
**Sprott Inc.**  
by

sign here ►



\_\_\_\_\_  
Chief Executive Officer and Director

print name Peter Grosskopf

---

**Buyer**

Signed by  
**Exploration Capital Partners 2008 Limited Partnership**  
by its General Partner, Resource Capital Investment Corp.

sign here ►



\_\_\_\_\_  
Chief Financial Officer

print name Gretchen Carier

## Attachment 1

### Share Transfer Form

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TRANSFER FORM FOR NON-MARKET TRANSACTIONS				<b>Security Transfer Registrars Pty Ltd</b> PO Box 636 Appleston WA 6063 770 Canning Highway Appleston WA 6153 Phone: 61 8 9315 2233 Facsimile: 61 8 9315 2233 Email: register@securitytransfers.com.au				
Use a <u>Black</u> pen. Print in CAPITAL letters								
1	Stamp Duty if applicable							
2	Full name of Company or Corporation			J State of Incorporation				
3	Description of Securities (Shares, options etc.)	Class	Full fully paid, paid to	K Register				
4	Quantity	Words			Figures			
5	Full names of Transferees (Sellers)				For Company Use			
6	Securityholder Reference Number (must be quoted)					SKN :		
7	Consideration					\$		# Date of Purchase / /
8	Full names of Transferees (Buyers)	Title	Given Name/s	Surname				
		Mr Mrs Ms Miss Dr						
9A	Securityholder Reference Number (if applicable)	SRN :						
10	Full postal address of Transferees (Buyers)							
State/Country _____ Postcode _____								
I/We the registered holders and undersigned effects for the above consideration do hereby transfer to the above named transferees the securities as specified above standing in my/our names in the books of the above named Company, subject to the several conditions on which I/We hold the same at the time of signing hereof and I/We the Buyers do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed.								
11 Transferees (Sellers) sign here	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center; padding: 5px;"> <b>Individual or Securityholder 1</b>  <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <b>Sole Director or Sole Secretary</b> </td> <td style="width: 33%; text-align: center; padding: 5px;"> <b>Securityholder 2</b>  <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <b>Director</b> </td> <td style="width: 33%; text-align: center; padding: 5px;"> <b>Securityholder 3</b>  <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <b>Director/Secretary</b> </td> </tr> </table>					<b>Individual or Securityholder 1</b> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <b>Sole Director or Sole Secretary</b>	<b>Securityholder 2</b> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <b>Director</b>	<b>Securityholder 3</b> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <b>Director/Secretary</b>
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IF Date: ____/____/____								
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IF Date: ____/____/____								

## HOW TO COMPLETE THE TRANSFER FORM FOR NON-MARKET TRANSACTIONS WHEN TRANSFERRING SHARES IN A LISTED or UNLISTED COMPANY

1. **STAMP DUTY**  
Transfers of securities that are listed and quoted on an Australian Stock Exchange are exempt from stamp duty. However, Stamp Duty is payable on all other securities by the buyer of the shares and is based on the amount of consideration (refer B). The stamp duty is calculated at the rate applicable to the state in which the company the securities are held is incorporated. If the company is incorporated outside Australia, the state or territory in which the principal register is located determines the state or territory in which the duty is payable. Transfers must be submitted to the respective State or Territory Stamp Duty office for assessment and payment of any applicable duty.
2. **FULL NAME OF COMPANY OR CORPORATION**  
The full name of the company or corporation in which securities are held.
3. **STATE OF INCORPORATION**  
State in which the Company (refer 2) is incorporated in. This can be found on the securities certificate, statement or other notices received from the company.
4. **DESCRIPTION OF SECURITIES**  
e.g. Fully Paid Ordinary Shares, 8% Unsecured Convertible Notes etc....
5. **REGISTER**  
The state on which the issuer's securities are registered. This can be found on the securities certificate or statement.
6. **QUANTITY**  
Number of securities being transferred (in both words and figures).
7. **FULL NAME OF TRANSFERORS OR SELLERS**  
Full names must be included.
- 7A. **SECURITYHOLDER REFERENCE NUMBER**  
This number must be quoted when transferring securities not represented by certificates. That is securities registered on the issuer sponsored (uncertificated) subregister.
8. **CONSIDERATION**  
Is the full amount paid in settlement of the transfer of securities. Purchases should reflect the market price of shares as at the date of purchase. Market values are quoted in the daily newspapers.
9. **DATE OF PURCHASE**  
Insert date of purchase or completion of the transfer.
10. **FULL NAME OF TRANSFEREES OR BUYERS**  
Insert the full names of buyers (a maximum of three joint holders). Securities may not be registered in the name of a firm or business name, an estate or deceased person, a minor, a fund or a trust.
- 10A. **SECURITYHOLDER REFERENCE NUMBER (SRN)**  
If the buyer is an existing holder in the company and is registered on the issuer Sponsored (uncertificated) subregister, please quote the existing SRN.
11. **FULL POSTAL ADDRESS OF TRANSFEREES OR BUYERS**  
Insert full address (including the postcode). Only one address may be recorded.
12. **SELLER SIGNATURES**
  - (i) Individuals - The securityholder must sign
  - (ii) Joint Holdings - Where the holding is in more than one name, all of the securityholders must sign
  - (iii) Power of Attorney - To sign as power of attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the power of attorney to this form.
  - (iv) Deceased Estate - Where the holding is in the name of an estate, all executors/administrators are required to sign. (Probate requirements must also be complied with)
  - (v) Companies - Director, Company Secretary, Sole Director and Sole Company Secretary can sign. Please indicate the office held under your signature.
13. **DATE SIGNED**  
Insert date signed by the sellers.
14. **BUYER SIGNATURES**
  - (i) Individuals - The securityholder must sign
  - (ii) Joint Holdings - Where the holding is to be registered in more than one name, all of the proposed securityholders must sign
  - (iii) Power of Attorney - To sign as power of attorney, you must have already lodged it with the registry. Alternatively, attach a certified photocopy of the power of attorney to this form.
  - (iv) Deceased Estate - Where the holding is in the name of an estate, all executors/administrators are required to sign. (Probate requirements must also be complied with)
  - (v) Companies - Director, Company Secretary, Sole Director and Sole Company Secretary can sign. Please indicate the office held under your signature.
15. **DATE SIGNED**  
Insert date signed by the buyers.

**Note 1:** Copies of documents forwarded must be certified as a correct copy by a person who in the State or Territory of certification has the power to witness a Statutory Declaration.

**Note 2:** Transfers or other documents that do not fully meet the company's requirements are liable to be returned unregistered.