

8 February 2016

No. of Pages: 20

ASX CODE: ORS

Market Cap.: \$2.98 m (\$0.012 p/s)

Shares on issue: 248,331,672

Cash: \$0.03 m (31 December 2015)

Debt: \$1.3 m (31 December 2015)

BOARD & MANAGEMENT

Ian Gandel, Chairman

Anthony Gray, Managing Director

Bob Tolliday, Director

MAJOR SHAREHOLDERS

Abbotsleigh – 41.1%

Alliance Resources – 8.9%

ORS lodges Court orders with ASIC

As contemplated by the ASX Announcement dated Friday 5 February 2016 Octagonal Resources Limited ("Company" or "ORS") confirms that it has today lodged an office copy of the Court order made by the Supreme Court of Victoria approving the Scheme of Arrangement ("Scheme") with the Australian Securities and Investments Commission ("ASIC").

Accordingly, the Scheme is now legally effective.

Under the terms of the Scheme, subject to the payment of the scheme consideration (cash and scrip), all of the issued shares in ORS held by the Scheme Participants (i.e. the Non-Gandel Shareholders) will be cancelled on the Implementation Date, which is scheduled to occur on Monday 22 February 2016.

A copy of the Court order as lodged with ASIC is attached to this announcement.

ORS will be applying for its shares to be suspended from trading at the close of trading on the ASX today.

Shareholders are encouraged to provide or update their banking details with the Company's share registry to enable a prompt payment of the cash component of the scheme consideration via EFT transfer.

To provide or update your banking details please contact Computershare on 1300 850 505 within Australia or +61 3 9415 400 International, or log into your holding via the Computershare Investor Centre Website.

For and on behalf of the Board.

Bob Tolliday

Company Secretary
OCTAGONAL RESOURCES LIMITED

Additional information relating to Octagonal and its various exploration projects can be found on the Company's website:

www.octagonalresources.com.au

PRINCIPAL OFFICE

Octagonal Resources Limited

ABN 38 147 300 418

Suite 3, 51 – 55 City Road

Southbank VIC 3006

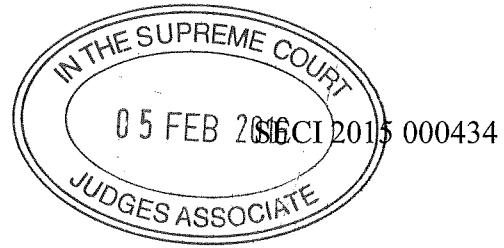
T +61 3 9697 9088

F +61 3 9697 9089

E info@octagonalresources.com.au

W www.octagonalresources.com.au

IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMERCIAL COURT
RECDREST CORPORATIONS LIST



IN THE MATTER OF OCTAGONAL RESOURCES LIMITED
ABN 38 147 300 418

BETWEEN

OCTAGONAL RESOURCES LIMITED ABN 38 147 300 418

Plaintiff

GENERAL FORM OF ORDER

JUDGE: The Honourable Justice Robson

DATE MADE: 5 February 2016

ORIGINATING PROCESS: Originating Process filed 27 November 2015

HOW OBTAINED: On return of the Originating Process filed 27 November 2015

ATTENDANCE: O Bigos of Counsel, for the Plaintiff.

OTHER MATTERS: The Court noted that a statement dated 5 February 2016 had been given by the Australian Securities and Investments Commission in accordance with section 411(17)(b) of the *Corporations Act 2001* (Cth).

THE COURT ORDERS THAT:

1. The scheme of arrangement in this proceeding in relation to the Plaintiff, the terms of which are set out in Schedule A to this Order, is hereby approved pursuant to section 411(4)(b) of the *Corporations Act 2001* (Cth).
2. The Plaintiff be exempted pursuant to section 411(12) of the *Corporations Act 2001* (Cth) from compliance with section 411(11) of the *Corporations Act 2001* (Cth) in relation to the scheme of arrangement referred to in paragraph 1 above.

h

AND THE COURT DIRECTS THAT:

3. Pursuant to rule 60.02(2) of the *Supreme Court (General Civil Procedure) Rules 2015* the Plaintiff's solicitors shall draw up a form of order to be signed by the Honourable Justice Robson.

Dated : 5 February 2016

The seal is circular with the text "SUPREME COURT OF VICTORIA" at the top and "State of a Judge of the Court" at the bottom. In the center is a coat of arms. The signature is written in black ink over the seal.

The Honourable Justice Robson

SCHEDULE A

Terms of the scheme of arrangement between the Plaintiff and its members

NA

Scheme of Arrangement

pursuant to section 411 of the Corporations Act 2001

Octagonal Resources Limited

and

**The holders of fully paid ordinary shares in Octagonal
Resources Limited as at the Record Date other than
Abbotsleigh Proprietary Limited and Associated
Shareholders**

Ref TK:DW:579061

Doc ID 328890493/v4

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

Table of contents

1.	Definitions and interpretation clauses	1
1.1	Definitions	1
1.2	Interpretation	5
2.	Preliminary	6
2.1	ORS	6
2.2	Gandel Metals	6
2.3	Consequences of the Scheme becoming Effective	7
2.4	Deed Poll	7
3.	Conditions Precedent	7
3.1	Conditions precedent to Scheme	7
3.2	Satisfaction of conditions	7
3.3	End Date	8
3.4	Certificates	8
4.	Implementation of Scheme	8
4.1	Lodgement of Court orders	8
4.2	Monies to be held on trust for Scheme Participants	8
4.3	Cancellation of Scheme Shares	8
4.4	Entitlement to Scheme Consideration	8
4.5	Appointment of Gandel Metals as sole proxy	9
5.	Scheme Consideration	9
5.1	Payment of Aggregate Cash Consideration	9
5.2	Provision of A1 Gold Shares	10
6.	Dealings in ORS Shares	11
6.1	Dealings	11
6.2	Registration of transmissions and transfers	12
6.3	Maintenance of Share Register	12
6.4	Provision of details	12
7.	Quotation	12

7.1	Quotation of ORS Shares	12
8.	General Scheme provisions	12
8.1	Power of attorney	12
8.2	Amendments to Scheme	13
8.3	Stamp duty	13
8.4	Notices	13
8.5	Scheme Participants' consent	13
8.6	Governing law	13
8.7	Further action	13

Scheme of Arrangement

Date

Parties	Octagonal Resources Limited ACN 147 300 418 of Suite 3, 51-55 City Road, Southbank VIC 3006 (ORS)
	Each holder of fully paid ordinary shares in the capital of ORS as at the Record Date other than Abbotsleigh Proprietary Limited and Associated Shareholders (Scheme Participants)

1. Definitions and interpretation clauses

1.1 Definitions

In this Scheme:

A1 Gold	means A1 Consolidated Gold Limited (ACN 149 308 921).
A1 Gold Share	means a fully paid ordinary share in the capital of A1 Gold.
Abbotsleigh	Abbotsleigh Proprietary Limited ACN 005 612 377 c/- of Pitcher Partners, Level 19, 15 William Street, Melbourne VIC 3000
Aggregate Cash Consideration	means the aggregate of all of the Cash Consideration payable to Scheme Participants under this Scheme.
ASIC	means the Australian Securities and Investments Commission.
Associate	has the meaning given in the Corporations Act and a reference to an Associate of any person means a reference to the associates of that

person within the meaning of the Act.

Associated Shareholders	means all of the following who are shareholders of ORS as at the Record Date: <ul style="list-style-type: none"> (a) McNeil Nominees Pty Ltd (ACN 003 207 592), Ian Gandel, Linda Gandel, Steven Gandel, Darren Gandel, Nicole Gandel, Robert Tolliday; (b) Associates of Abbotsleigh or any ORS Shareholder as at the Record Date who is referred to in paragraph (a) above; (c) any nominees or custodians of a person referred to in paragraph (b) above ; or (d) any nominees or custodians of Abbotsleigh or any person referred to in paragraph (a) above.
ASX	means ASX Limited (ACN 008 624 691) or, as the context requires, the financial market operated by it.
Business Day	means a weekday on which trading banks are open for business in Melbourne, Australia, excluding any Saturday, Sunday or public holiday.
Cash Consideration	means, for each Scheme Share, an amount equal to \$0.0055.
CHESS	means the Clearing House Electronic Subregister System for the electronic transfer of securities and other financial products operated by ASX Settlement Pty Ltd (ACN 008 504 532).
Class Meeting	means the meeting of Scheme Participants convened to approve the Selective Reduction.
Conditions Precedent	means the conditions precedent in clause 3.1 of the Scheme Implementation Deed.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Corporations	means the <i>Corporations Regulations 2001</i> (Cth).

Regulations

Court	means the Supreme Court of Victoria or such other court of competent jurisdiction under the Corporations Act agreed to in writing by ORS and Abbotsleigh.
Deed Poll	means the deed poll by Abbotsleigh in favour of the Scheme Participants.
Effective	means, when used in relation to this Scheme, the coming into effect, under section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) in relation to the Scheme.
Effective Date	means the date on which the Scheme becomes Effective.
End Date	means: <ul style="list-style-type: none"> (a) 31 March 2016; or (b) such other date and time agreed in writing between Abbotsleigh and ORS.
Explanatory Statement	means the statement pursuant to section 412 of the Corporations Act which has been, or will be, registered by ASIC in relation to this Scheme, a copy of which will be included in the Scheme Booklet.
First Court Date	means the day on which an application made to the Court for an order under section 411(1) of the Corporations Act convening the Scheme Meeting is heard.
General Meeting	means the meeting of ORS Shareholders convened to approve: <ul style="list-style-type: none"> (a) the Selective Reduction; and (b) the Related Party Transaction.
Implementation Date	means the fifth Business Day after the Record Date or such other date as ORS and Abbotsleigh agree in writing.
Independent Expert's Report	means the report prepared by a person appointed by ORS to be provided to ORS and ORS Shareholders providing an opinion as to whether the Transaction is in the best interests of ORS Shareholders.

Ineligible Foreign Shareholder	means a Scheme Participant whose Registered Address as at the Record Date is a place outside Australia and its external territories and New Zealand.
ORS Constitution	means the constitution of ORS as amended from time to time.
ORS Share	means a fully paid ordinary share in the capital of ORS.
ORS Shareholder	means a person who is registered in the Share Register as the holder of an ORS Share.
Record Date	means 7.00pm (AEDT) on the fifth Business Day after the Effective Date.
Registered Address	means, in relation to an ORS Shareholder, the address of the ORS Shareholder as recorded in the Share Register.
Registry	means Computershare Investor Services Pty Ltd of 452 Johnston Street, Abbotsford, Victoria, 3067.
Related Bodies Corporate	has the meaning given in the Corporations Act.
Related Party Transaction	means the resolution to be proposed at the General Meeting for the granting of an overall financial benefit to Abbotsleigh, as contemplated by the Transaction.
Scheme	means this scheme of arrangement under Part 5.1 of the Corporations Act between ORS and the Scheme Participants.
Scheme Booklet	means the information to be despatched to all ORS Shareholders, and approved by the Court, in connection with the Transaction, including this Scheme, the Explanatory Statement, the Independent Expert's Report, the Deed Poll, a notice convening the Scheme Meeting and notices convening the General Meeting and the Class Meeting, together with proxy forms for the Scheme Meeting, General Meeting and Class Meeting.
Scheme	means for each Scheme Share:

Consideration	(a) the Cash Consideration; and (b) the Scrip Consideration.
Scheme Implementation Deed	means the scheme implementation deed between ORS and Abbotsleigh dated on or about 26 November 2015, as it stood at 8.00am on the First Court Date.
Scheme Meeting	means the meeting of ORS Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act.
Scheme Participant	means each ORS Shareholder as at the Record Date, other than Abbotsleigh and the Associated Shareholders.
Scheme Share	means an ORS Share held by a Scheme Participant as at the Record Date.
Scrip Consideration	means two A1 Gold Shares for every five Scheme Shares held as at the Record Date.
Second Court Date	means the first day on which the application made to the Court for an order for the purposes of section 411(4)(b) of the Corporations Act approving the Scheme is heard or if the hearing is adjourned for any reason, the first day on which the adjourned application is heard.
Selective Reduction	means the selective capital reduction of Scheme Shares to be approved at each of the General Meeting and the Class Meeting.
Share Register	means the register of members of ORS.
Transaction	means implementation of the Scheme.

1.2 Interpretation

In this Scheme, headings and bold type are for convenience only and do not affect interpretation and, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;

- (d) a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture, a partnership, a trust and any government agency;
- (e) a reference to a clause, party, attachment or schedule is a reference to a clause of, and a party, attachment and schedule to this Scheme, and a reference to this Scheme includes any attachment and schedule;
- (f) a reference to a statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations ordinances or by laws amending, consolidating or replacing it, whether passed by the same or another government agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by laws issued under that statute;
- (g) a reference to any document (including this Scheme) is to that document as varied, novated, ratified or replaced from time to time;
- (h) the word **includes** in any form is not a word of limitation;
- (i) a reference to \$ or **dollar** is to Australian currency;
- (j) a reference to any time or AEDT, unless otherwise indicated, is a reference to Australian Eastern Daylight Time;
- (k) if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day; and
- (l) a term defined in or for the purposes of the Corporations Act has the same meaning when used in this Scheme.

2. Preliminary

2.1 **ORS**

- (a) ORS is a public company incorporated in Australia and registered in Victoria and is a company limited by shares.
- (b) ORS is admitted to the official list of ASX.
- (c) As at the date of the Scheme Implementation Deed, ORS has on issue 248,331,672 ORS Shares which are officially quoted on ASX.

2.2 **Abbotsleigh**

Abbotsleigh is a private company incorporated in Australia and registered in Victoria and is a company limited by shares.

2.3 Consequences of the Scheme becoming Effective

If the Scheme becomes Effective:

- (a) ORS will implement the Selective Reduction under which:
 - (i) each Scheme Participant will be entitled to receive the Scheme Consideration in respect of each of their Scheme Shares in accordance with the provisions of this Scheme;
 - (ii) the Scheme Consideration will be paid or provided to the Scheme Participants in accordance with the provisions of this Scheme; and
 - (iii) all Scheme Shares will be cancelled;
- (b) it will bind ORS and all Scheme Participants, including those who do not attend any or all of the Scheme Meeting, the General Meeting or the Class Meeting, those who do not vote at those meetings and those who vote against this Scheme, the Selective Reduction or the Related Party Transaction; and
- (c) it will override the ORS Constitution, to the extent of any inconsistency.

2.4 Deed Poll

Abbotsleigh has executed the Deed Poll in favour of the Scheme Participants pursuant to which it has covenanted to carry out its obligations under this Scheme.

3. Conditions Precedent

3.1 Conditions precedent to Scheme

The Scheme is conditional on:

- (a) all of the Conditions Precedent (other than the condition set out in clause 3.1(a)(iv) of the Scheme Implementation Deed) having been satisfied or waived in accordance with the terms of the Scheme Implementation Deed by 8:00am on the Second Court Date; and
- (b) as at 8:00am on the Second Court Date the Scheme Implementation Deed having not been terminated in accordance with its terms.

3.2 Satisfaction of conditions

The fulfilment of clause 3.1 is a condition precedent to the operation of clauses 4.2, 4.3, 4.4, 4.5, 5.1, 5.2 and 5.3.

3.3 End Date

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

3.4 Certificates

Abbotsleigh and ORS must each provide to the Court at the Second Court Date a certificate confirming (in respect of matters within their knowledge) whether or not all of the Conditions Precedent in this Scheme (other than the condition relating to Court approval of this Scheme) have been satisfied or waived. The certificate constitutes conclusive evidence that such conditions precedent are satisfied, waived or taken to be waived.

4. Implementation of Scheme

4.1 Lodgement of Court orders

ORS will lodge with ASIC an office copy of the Court orders under section 411 of the Corporations Act approving the Scheme by no later than 5.00pm on the first Business Day after the day such office copy is received (or such later date as agreed in writing by Abbotsleigh).

4.2 Monies to be held on trust for Scheme Participants

At least one Business Day before the Implementation Date (and in any event prior to the cancellation of the Scheme Shares),

- (a) ORS will procure that Abbotsleigh will advance to ORS \$802,502 on the terms set out in Schedule 3 of the Scheme Implementation Deed; and
- (b) ORS will hold the funds advanced by Abbotsleigh (namely, the \$802,502, being the Aggregate Cash Consideration) on trust for the Scheme Participants to be applied by ORS on the Implementation Date as Cash Consideration in accordance with clause 5.1.

4.3 Cancellation of Scheme Shares

On the Implementation Date, subject to clauses 4.4, 5.1 and 5.2, all of the Scheme Shares will be cancelled without any further act by any Scheme Participant (other than acts performed by ORS as attorney and agent for Scheme Participants under clause 8 or otherwise).

4.4 Entitlement to Scheme Consideration

On the Implementation Date, in consideration for the cancellation of each Scheme Share, each Scheme Participant will be entitled to receive the Scheme Consideration in accordance with clause 5.

4.5 Appointment of Abbotsleigh as sole proxy

From the Effective Date until the cancellation of the Scheme Shares, each Scheme Participant:

- (a) is deemed to have irrevocably appointed Abbotsleigh as attorney and agent (and directed Abbotsleigh in such capacity) to appoint an officer or agent nominated by Abbotsleigh as the Scheme Participants sole proxy and, where applicable, corporate representative to attend ORS shareholders' meetings, exercise the votes attaching to the Scheme Shares redirected in their name and sign any ORS shareholders' resolutions, whether in person, by proxy or by corporate representative;
- (b) undertakes not to otherwise attend ORS shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name or sign any ORS shareholders' resolutions, whether in person, by proxy or corporate representative;
- (c) must take all other actions in the capacity of a registered holder of the Scheme Shares as Abbotsleigh reasonably directs.

5. Scheme Consideration

5.1 Payment of Aggregate Cash Consideration

- (a) ORS must pay the Cash Consideration to each Scheme Participant within five Business Days of the Implementation Date by:
 - (i) where the Scheme Participant has nominated (by notice to ORS or the Registry on or before the Record Date) a bank account with an Australian financial institution for the purpose of payment of the Cash Consideration, depositing directly to that bank account; or
 - (ii) in any other case, dispatching or procuring the dispatch to the Scheme Participant by ordinary pre-paid post to their Registered Address a cheque in Australian currency drawn on an Australian bank in the name of the Scheme Participant,

the amount of Cash Consideration payable being the amount equal to the number of Scheme Shares held by that Scheme Participant multiplied by the Cash Consideration.

- (b) In the case of joint holders of Scheme Shares who have not nominated a bank account with an Australian financial institution for the purpose of payment of the Cash Consideration, a cheque will be payable and forwarded in the names of those joint holders.
- (c) In the event that ORS believes that a Scheme Participant is not known at the Scheme Participant's Registered Address, and no account has been notified in accordance with clause 5.1(a)(i) or a deposit into such account is rejected or

refunded, ORS may credit the amount payable to the relevant Scheme Participant to a separate bank account of ORS to be held until the Scheme Participant claims the amount or the money is dealt with in accordance with any applicable unclaimed money legislation. ORS must hold the amount on trust, but any benefit accruing from the amount will be for the benefit of ORS. An amount credited to the account is to be treated as having been paid to the Scheme Participant when credited to the account. ORS must maintain records of the amounts paid, the Scheme Participants who are entitled to the amounts and any transfers of the amounts.

- (d) In the case of a notice having been given to ORS (or the Registry) of an order made by a court of competent jurisdiction:
 - (i) which requires payment to a third party of a sum in respect of Scheme Shares held by a particular Scheme Participant, which would otherwise be payable to the particular Scheme Participant in accordance with clause 5.1(a), then ORS must procure that payment is made in accordance with that order; or
 - (ii) which would prevent ORS from dispatching payment to any particular Scheme Participant in accordance with clause 5.1(a), then ORS must retain an amount that would otherwise be payable to that Scheme Participant in accordance with clause 5.1(a) until such time as payment is permitted by law.

5.2 Provision of A1 Gold Shares

- (a) The obligation of ORS to provide Scrip Consideration to Scheme Participants will be satisfied by ORS as follows:
 - (i) on the Implementation Date (and in any event prior to the cancellation of the Scheme Shares), procuring that A1 Gold transfer the applicable A1 Gold Shares to each applicable Scheme Participant (or in the case of Ineligible Foreign Shareholders, the ORS appointed nominee) in accordance with the terms of this Scheme;
 - (ii) on the Implementation Date (and in any event prior to the cancellation of the Scheme Shares), procuring the entering in the register of members of A1 Gold, the name and address of each such Scheme Participant and the number of A1 Gold Shares which that Scheme Participant is entitled to receive under this Scheme; and
 - (iii) on or within five Business Days after the Implementation Date, procuring the despatch to each such Scheme Participant by pre-paid ordinary post (or, if the address of the Scheme Participant is outside Australia, by pre-paid airmail post) to their Registered Address at the Record Date confirmation of the registration of the transfer of the Scrip Consideration to that Scheme Participant in accordance with this Scheme.

- (b) In the case of Scheme Shares held in joint names, the Scrip Consideration must be registered in the names of the joint holders and sent to the holder whose name appears first in the Share Register on the Record Date.
- (c) The A1 Gold Shares to be transferred by ORS as part of the Scheme Consideration will be of equal ranking with all existing A1 Gold Shares then on issue and will be transferred free from all encumbrances.
- (d) Any fractional entitlement of a Scheme Participant to a part of an A1 Gold Share will be rounded up or down to the nearest whole number of A1 Gold Shares (rounded up if the fractional entitlement is equal to or greater than one half, and rounded down if the fractional entitlement is less than one half).

5.3 **Scrip Consideration for Ineligible Foreign Shareholders**

In respect of any Ineligible Foreign Shareholder:

- (a) ORS will be under no obligation under the Scheme to transfer any A1 Gold Shares to Ineligible Foreign Shareholders, and instead will transfer A1 Gold Shares that would otherwise have been transferred to the Ineligible Foreign Shareholders to a nominee appointed by ORS;
- (b) ORS will procure that as soon as reasonably practicable, and in any event no more than 15 Business Days after the Implementation Date, the nominee sell those A1 Gold Shares transferred to the nominee on-market in such manner, at such price and on such other terms as the nominee determines in good faith;
- (c) promptly after the last sale of those A1 Gold Shares, ORS will procure that the nominee pays the net proceeds from the sale (after deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges) to ORS;
- (d) ORS will receive and hold those net proceeds on trust for the Ineligible Foreign Shareholders whose Scrip Consideration was transferred to the nominee under paragraph 5.3(a) to be applied by ORS in accordance with this clause; and
- (e) ORS will then promptly remit the proceeds it receives from the nominee to each Ineligible Foreign Shareholder in accordance with their entitlement.

6. Dealings in ORS Shares

6.1 **Dealings**

To establish the identity of the Scheme Participants, dealings in ORS Shares will only be recognised if:

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

- (b) in all other cases, registrable transmission applications or transfers in respect of those dealings are received at the Registry by the Record Date.

6.2 Registration of transmissions and transfers

- (a) ORS must register registrable transmission applications or transfers of the kind referred to in clause 6.1(b) by, or as soon as practicable after, the Record Date. The persons shown in the Share Register, and the number of ORS Shares shown as being held by them, after registration of those transmission applications and transfers will be taken to be the ORS Shareholders, and the number of ORS Shares held by them, on the Record Date.
- (b) ORS will not accept for registration or recognise for any purpose any transmission application or transfer in respect of ORS Shares received after the Record Date (or received prior to the Record Date not in registrable form).

6.3 Maintenance of Share Register

For the purpose of determining entitlements to the Scheme Consideration, ORS must maintain or procure the maintenance of the Share Register in accordance with the provisions of this clause 5.3 until the Scheme Consideration has been paid or transferred to the Scheme Participants. The Share Register in this form will solely determine the identity of the Scheme Participants and their entitlements to the Scheme Consideration.

6.4 Provision of details

As soon as possible after the Record Date and in any event within 2 Business Days before the Implementation Date, ORS will ensure that details of the names, Registered Addresses and holdings of ORS Shares for each Scheme Participant are available to A1 Gold in the form A1 Gold reasonably requires.

7. Quotation

7.1 Quotation of ORS Shares

On a date after the Implementation Date to be determined by Abbotsleigh, ORS will apply for termination of the official quotation on the ASX of ORS Shares and will apply to have itself removed from the official list of ASX.

8. General Scheme provisions

8.1 Power of attorney

Each Scheme Participant, without the need for any further act, irrevocably appoints ORS and all of its directors, secretaries and officers severally as its attorney and agent

for the purpose of executing any document or doing any other act necessary to give effect to the Scheme including without limitation, executing any instrument appointing Abbotsleigh as sole proxy or attorney for or, where applicable, corporate representative of each Scheme Participant as contemplated by this Scheme.

8.2 **Amendments to Scheme**

If the Court proposes to approve the Scheme subject to any alterations or conditions, ORS may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which Abbotsleigh has consented.

8.3 **Stamp duty**

Abbotsleigh will pay any stamp duty payable in respect of the Scheme and this Deed, the performance of this Deed and each transaction effected by or made under the Scheme and this Deed.

8.4 **Notices**

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to ORS, 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 the place where the Share Register is kept.
- (b) The accidental omission to give notice of the Scheme Meeting, the General Meeting or the Class Meeting or the non-receipt of such a notice by any Scheme Participant will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

8.5 **Scheme Participants' consent**

The Scheme Participants consent to ORS doing all things necessary, expedient or incidental to the implementation of this Scheme, including (to the extent permitted by law) the provision of any information held by ORS in relation to the Scheme Participants to A1 Gold.

8.6 **Governing law**

- (a) This Scheme is governed by the laws of the State of Victoria.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria and courts competent to hear appeals from those courts.

8.7 **Further action**

ORS will execute all documents and do all things necessary to implement and perform its obligations under this Scheme.