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APPENDIX XII

DEED POLL

Deed Poll

Given by Dragon Gold Mining Limited (a company incorporated in Hong Kong)
(New Holdco)

In favour of each person who is a Dragon Shareholder at the Scheme Record Date
(Scheme Shareholders)

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DATE

Parties

Dragon Mining Limited ACN 009 450 051 of Unit 2, Echelon 77 South Perth Esplanade, South Perth, Western Australia 6151, Australia (**Dragon**)

In favour of each person who is a Dragon Shareholder at the Scheme Record Date (**Scheme Shareholders**)

Background

- A. Dragon and New Holdco have entered into the Implementation Deed.
- B. New Holdco is entering into this deed poll for the purpose of covenanting in favour of Scheme Shareholders to perform its obligations in relation to the Scheme, including providing the Scheme Consideration.

THIS DEED POLL WITNESSES

1. Definitions and interpretation

1.1 Definitions

In this document:

Scheme means the proposed scheme of arrangement between Dragon and Scheme Shareholders under Part 5.1 of the Corporations Act pursuant to which all of the Dragon Shares held by Scheme Shareholders will be cancelled in consideration for the issue of the Scheme Consideration to them, substantially in the form annexed to the Implementation Deed, or as otherwise agreed by New Holdco and Dragon, subject to any amendments or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act to the extent they are approved in writing by Dragon and New Holdco.

All other words and phrases used in this document have the same meaning as given to them in the Scheme.

1.2 General interpretation

Clauses 1.2, 1.3 and 1.4 of the Scheme apply to this document.

1.3 Nature of deed poll

New Holdco acknowledges that:

- (a) this document may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not a party to it; and

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- (b) under the Scheme, each Scheme Shareholder irrevocably appoints Dragon and each of its directors, officers and secretaries (jointly and each of them severally) as its agent and attorney to enforce this document against New Holdco.

2. Conditions precedent and termination

2.1 Conditions precedent

New Holdco’s obligations under this document are subject to the Implementation Conditions being satisfied.

2.2 Termination

New Holdco’s obligations under this document will automatically terminate and the terms of this document will be of no further force or effect if:

- (a) the Scheme has not become Effective on or before the End Date;
- (b) the Implementation Conditions are not satisfied in accordance with the terms of the Implementation Deed on or before the End Date; or
- (c) the Implementation Deed is terminated in accordance with its terms.

2.3 Consequences of termination

If this document is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Shareholders:

- (a) New Holdco is released from its obligations to further perform this document; and
- (b) each Scheme Shareholder retains the rights, powers or remedies they have against New Holdco in respect of any breach of this document which occurs before it is terminated.

3. Provision of Scheme Consideration

3.1 Compliance with Scheme obligations generally

Subject to clause 2, New Holdco covenants in favour of Scheme Shareholders to observe and perform the steps attributed to it under, and otherwise to comply with, the Scheme as if named as a party to the Scheme and do all acts and things necessary to give effect to the Scheme.

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3.2 Provision of Scheme Consideration

- (a) Subject to clause 2, New Holdco will on the Implementation Date, issue to each Scheme Shareholder (or to a nominee appointed by New Holdco in respect of Non-Qualifying Overseas Shareholder) the Scheme Consideration in accordance with clause 6 of the Scheme.
- (b) The New Holdco Shares to be issued under the Scheme will be validly issued and fully paid up and will rank equally in all respect with all other New Holdco Shares on issue as at the Implementation Date.

4. Representations and warranties

New Holdco represents and warrants that:

- (a) **(status)** it is a company validly existing under the laws of Hong Kong;
- (b) **(power)** it has power to enter into this document including, without limitation, the power to issue the Scheme Consideration, to comply with its obligations under it and exercise its rights under it;
- (c) **(authorisations)** other than the approvals specified in clause 2.1, it has in full force and effect each authorisation necessary for it to enter into this document, to comply with its obligations and exercise its rights under it, and to allow them to be enforced; and
- (d) **(validity of obligations)** its obligations under this document are valid and binding and are enforceable against it in accordance with its terms.

5. Continuing obligations

This document is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) New Holdco has fully performed its obligations under this document; or
- (b) the earlier termination of this document under clause 2.2.

6. Notices

Notices and other communications in connection with this document must be in writing. They must be sent to the address or email address referred in this document. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

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7. General

7.1 *Stamp duty*

New Holdco must:

- (a) pay all stamp duty (including fines, penalties and interest) payable and assessed on or in connection with this document, the performance of this document, or any instruments entered into under this document and in respect of a transaction effected by or made under the Scheme and this document; and
- (b) indemnify on demand each Scheme Shareholder against any liability arising from failure to comply with clause 7.1(a).

7.2 *Variations*

A provision of this document or any right created under it may not be varied, altered or otherwise amended unless:

- (a) the variation is agreed to by Dragon and New Holdco in writing; and
- (b) the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme,

in which event New Holdco must enter into a further deed poll in favour of Scheme Shareholders giving effect to the variation, alteration or amendment.

7.3 *Partial exercising of rights*

Unless this document expressly states otherwise, if New Holdco does not exercise a right, power or remedy in connection with this document fully or at a given time, it may still exercise it later.

7.4 *Remedies cumulative*

The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

7.5 *Assignment or other dealings*

The rights and obligations created by this document are personal to New Holdco and each Scheme Shareholder, and New Holdco and each Scheme Shareholder may not assign or otherwise deal with its rights under this document or allow any interest in them to arise or be varied without the written consent of Dragon and New Holdco.

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7.6 *Further assurance*

New Holdco agrees to do anything including executing all documents and do all things (on its own behalf or on behalf of each Scheme Shareholder) necessary to give full effect to this document and the transactions contemplated by it.

7.7 *Governing law and jurisdiction*

- (a) This document is governed by the laws in force in Western Australia.
- (b) The parties:
 - (1) irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia and Commonwealth courts having jurisdiction in place and the courts competent to determine appeals from those courts, with respect to any proceeding that may be brought from time to time relating to this document; and
 - (2) waive any objection they may now or in the future have to the venue of any proceedings, and any claim they may now or in the future have that any proceedings have been brought in an inconvenient forum if that venue falls within clause 7.7(b)(1).

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Signing Page

Executed as a deed poll by
Dragon Gold Mining Limited in accordance
with its constituent documents and the laws
of its jurisdiction of incorporation

Director

Director/Secretary (if applicable)

Print full name of Director

Print full name of Director/Secretary