

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.



Zijin Mining Group Co., Ltd.*

紫金礦業集團股份有限公司

*(a joint stock limited company incorporated in the People's Republic of China with limited liability)
(Stock code: 2899)*

**ANNOUNCEMENT
A\$1.28 PER SHARE CASH OFFER FOR INDOPHIL RESOURCES NL**

Reference is made to the announcement (the "**Announcement**") of Zijin Mining Group Co., Ltd.* (the "**Company**") dated 1 December 2009 in relation to its recommended A\$1.28 per share cash offer (the "**Offer**") for all of the issued shares in Indophil Resources NL ("**Indophil**"). Unless otherwise defined herein, capitalised terms used in this announcement shall have the same meanings as those defined in the Announcement.

The Company is pleased to announce that the Company's wholly-owned subsidiary, Golden Resource Mining (BVI) Limited, (the "**Bidder**"), has today lodged its bidder's statement (the "**Bidder's Statement**") in respect of the Offer with the Australian Securities and Investments Commission. The Bidder's Statement was also served on Indophil today.

In accordance with section 633(1) item 5 of the *Corporations Act 2001* (Cth) of Australia, the Bidder attached a copy of the Bidder's Statement (including offer document) dated 23 December 2009 in its market announcement published on the website of the Australian Securities Exchange (ASX) (www.asx.com.au). The terms and conditions of the Offer contained in the Bidder's Statement are set out in the appendices of this announcement.

The Offer is unanimously recommended by the Indophil Directors, in the absence of a superior proposal.

The Indophil Directors have stated that they will accept the Offer for their own holdings of Indophil shares (including any shares issued on the exercise or conversion of options or performance rights), within 14 days from the commencement of the Offer, in the absence of a superior proposal.

Indophil shareholders will receive the Bidder's Statement shortly, together with a target's statement issued by Indophil (the "**Target's Statement**") in relation to the Offer.

Investors and shareholders are advised to exercise caution when dealing in the shares of the Company.

This announcement is made by the Company on a voluntary basis.

As at the date of this announcement, the Board of Directors of the Company comprises Messrs. Chen Jinghe (Chairman), Luo Yingnan, Liu Xiaochu, Lan Fusheng, Huang Xiaodong, and Zou Laichang as executive directors, Mister. Peng Jiaqing as non-executive director, and Messrs. Su Congfu, Chen Yuchuan, Lin Yongjing, and Wang Xiaojun as independent non-executive directors.

By Order of the Board of Directors
Zijin Mining Group Co., Ltd.*
Chen Jinghe
Chairman

23 December 2009, Fujian, the PRC

**The English name of the Company is for identification purpose only*

Appendix 1– Terms of the Offer

1.1 The Offer

- (a) The Bidder offers to acquire all of Your Shares on and subject to the terms and conditions set out in this Appendix 1.
- (b) The consideration under the Offer is A\$1.28 cash per Indophil Share.
- (c) By accepting the Offer, you undertake to transfer to the Bidder not only the Shares to which the Offer relates, but also all Rights attached to those Shares (see Sections 1.5(c)(v) and Section 1.6(c)).
- (d) This Offer is being made to each person registered as the holder of Shares in the register of Indophil Shareholders at 7:00pm (Melbourne time) on the Register Date. It also extends to:
 - (i) holders of securities that come to be Indophil Shareholders during the period from the Register Date to the end of the Offer Period due to the conversion of, or exercise of rights conferred by, such securities and which are on issue as at the Register Date; and
 - (ii) any person who becomes registered, or entitled to be registered, as the holder of Your Shares during the Offer Period.
- (e) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of some or all of Your Shares then:
 - (i) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to that other person in respect of those Shares;
 - (ii) a corresponding offer on the same terms and conditions as this Offer will be deemed to have been made to you in respect of any other Shares you hold to which the Offer relates; and
 - (iii) this Offer will be deemed to have been withdrawn immediately at that time.
- (f) If, at any time during the Offer Period, you are registered or entitled to be registered as the holder of one or more parcels of Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate Offer on the same terms and conditions as this Offer had been made in relation to each of those parcels and any parcel you hold in your own right. To validly accept the offer for each parcel, you must comply with the procedure in subsection 653B(3) of the Corporations Act.
- (g) If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please call the Zijin Offer Information Line on 1300 155 403 (local call cost for callers within Australia) or +61 3 9415 4811 (for callers outside Australia).
- (h) If Your Shares are registered in the name of a Broker, investment dealer, bank, trust company or other nominee, you should contact that party for assistance in accepting the Offer.
- (i) The Offer is dated [*]2010.

1.2 Offer Period

- (a) Unless withdrawn, the Offer will remain open for acceptance during the period commencing on the date of this Offer and ending at 7:00pm (Melbourne time) on the later of:
 - (i) [*]; and

- (ii) any date to which the Offer Period is extended.
- (b) The Bidder reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last seven days of the Offer Period, either of the following events occur:
 - (i) the Offer is varied to improve the consideration offered; or
 - (ii) the Bidder's voting power in Indophil increases to more than 50%,
 the Offer Period will be automatically extended so that it ends 14 days after the relevant event in accordance with section 624(2) of the Corporations Act.

1.3 How to accept this Offer

- (a) General
 - (i) Subject to Section 1.1(e) and Section 1.1(f), you may accept this Offer only for all of Your Shares.
 - (ii) You may accept this Offer at any time during the Offer Period.
- (b) Issuer sponsored holdings

To accept this Offer for Shares held in your name on Indophil's issuer sponsored sub register (in which case your Securityholder Reference Number will commence with an 'I'), you must:

 - (i) complete and sign the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form; and
 - (ii) ensure that the Acceptance Form (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at one of the addresses shown on the Acceptance Form.
- (c) CHESS Holdings
 - (i) If Your Shares are held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X'), and you are not a Participant, to accept this Offer, you should instruct your Broker or Controlling Participant (for Indophil Shareholders who are not institutions, this is normally the Broker either through whom you bought Your Shares or through whom you ordinarily acquire shares on the ASX) to initiate acceptance of this Offer on your behalf in accordance with Rule 14.14 of the ASTC Settlement Rules before the end of the Offer Period.
 - (ii) If Your Shares are held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X') and you are a Participant, you should initiate acceptance of this Offer in accordance with rule 14.14 of the ASTC Settlement Rules before the end of the Offer Period.
 - (iii) Alternatively, to accept this Offer for Your Shares held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X'), you may sign and complete the Acceptance Form in accordance with the terms of this Offer and the instructions on the Acceptance Form and ensure that it (including any documents required by the terms of this Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at one of the addresses shown on the Acceptance Form.
 - (iv) If Your Shares are held in a CHESS Holding (in which case your Holder Identification Number will commence with an 'X') you must comply with any other applicable ASTC Settlement Rules.

1.4 Validity of acceptances

- (a) Subject to this Section 1.4, your acceptance of the Offer will not be valid unless it is made in accordance with the procedures set out in Section 1.3.
- (b) The Bidder will determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. The Bidder is not required to communicate with you prior to making this determination. The determination of the Bidder will be final and binding on all parties.
- (c) Despite Sections 1.3(b) and 1.3(c), the Bidder may, in its sole discretion, at any time and without further communication to you, deem any Acceptance Form it receives to be a valid acceptance in respect of Your Shares, even if a requirement for acceptance has not been complied with. However, the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by the Bidder.
- (d) Where you have satisfied the requirements for acceptance in respect of only some of Your Shares, the Bidder may, in its sole discretion, regard the Offer to be accepted in respect of those of Your Shares but not the remainder.
- (e) The Bidder will provide the consideration to you in accordance with Section 1.6 in respect of any part of an acceptance determined by the Bidder to be valid.
- (f) If any Shares delivered by you are not exchanged for cash for any reason under the terms and conditions of this Offer, they will be returned to you (at your risk) as promptly as practicable following the expiration or withdrawal of this Offer. In such case, the Bidder will return, at your risk, your Acceptance Form together with any other documents forwarded by you, to your address as shown on the Acceptance Form or such other address as you may notify the Bidder in writing.

1.5 The effect of acceptance

- (a) Once you have accepted this Offer, you will be unable to revoke your acceptance, the contract resulting from your acceptance will be binding on you and you will be unable to withdraw Your Shares from the Offer or otherwise dispose of Your Shares, except as follows:
 - (i) if, by the relevant times specified in Section 1.5(b), the conditions in Appendix 2 have not all been fulfilled or freed, this Offer will automatically terminate and Your Shares will be returned to you; or
 - (ii) if the Offer Period is extended for more than one month and, at the time, this Offer is subject to one or more of the conditions in Appendix 2, you may be able to withdraw your acceptance and Your Shares in accordance with section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.
- (b) The relevant times for the purposes of Section 1.5(a)(i) are:
 - (i) in relation to condition (k) in Appendix 2 the end of the third Business Day after the end of the Offer Period; and
 - (ii) in relation to all other conditions in Appendix 2, the end of the Offer Period.
- (c) By signing and returning the Acceptance Form, or otherwise accepting this Offer under Section 1.3, you will be deemed to have:
 - (i) accepted this Offer (and any variation of it) in respect of, and, subject to all of the conditions to this Offer in Appendix 2 being fulfilled or freed, agreed to transfer to the Bidder, Your Shares (even if the number of Shares specified on the Acceptance Form differs from the number of Your Shares), subject to Section 1.1(e) and Section 1.1(f);

- (ii) represented and warranted to the Bidder, as a fundamental condition going to the essence of the contract resulting from your acceptance, that at the time of acceptance, and the time the transfer of Your Shares (including any Rights) to the Bidder is registered, that all Your Shares are and will be free from all mortgages, charges, liens, encumbrances and adverse interests of any nature (whether legal or otherwise) and free from restrictions on transfer of any nature (whether legal or otherwise), that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in Your Shares (including any Rights) to the Bidder, and that you have paid to Indophil all amounts which at the time of acceptance have fallen due for payment to Indophil in respect of Your Shares;
- (iii) irrevocably authorised the Bidder (and any director, secretary, agent or nominee of the Bidder) to alter the Acceptance Form on your behalf by inserting correct details of Your Shares, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by the Bidder to make it an effective acceptance of this Offer or to enable registration of Your Shares in the name of the Bidder;
- (iv) if you signed the Acceptance Form in respect of Shares which are held in a CHESS Holding, irrevocably authorised the Bidder (or any director, secretary, agent or nominee of the Bidder) to:
 - (A) instruct your Controlling Participant to initiate acceptance of this Offer in respect of Your Shares in accordance with Rule 14.14 of the ASTC Settlement Rules; and
 - (B) give any other instructions in relation to Your Shares to your Controlling Participant, as determined by the Bidder acting in its own interests as a beneficial owner and intended registered holder of those Shares;
- (v) irrevocably authorised and directed Indophil to pay to the Bidder, or to account to the Bidder for, all Rights in respect of Your Shares, subject, if this Offer is withdrawn, to the Bidder accounting to you for any such Rights received by the Bidder;
- (vi) irrevocably authorised the Bidder to notify Indophil on your behalf that your place of address for the purpose of serving notices on you in respect of Your Shares is the address specified by the Bidder in the notification;
- (vii) with effect from the date on which all the conditions to this Offer in Appendix 2 have been fulfilled or freed:
 - (A) irrevocably appointed the Bidder (and any director, secretary or nominee of the Bidder) severally from time to time as your true and lawful attorney to exercise all your powers and rights in relation to Your Shares, including (without limitation) powers and rights to requisition, convene, attend and vote in person, by proxy or by body corporate representative, at all general meetings of Indophil and to request Indophil to register, in the name of the Bidder or its nominee, Your Shares, as appropriate, with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable); and
 - (B) agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of Indophil or to exercise or purport to exercise any of the powers and rights conferred on the Bidder (and its directors, secretaries and nominees) in Section 1.5(c)(vii)(A);
- (viii) agreed that in exercising the powers and rights conferred by the powers of attorney granted under Section 1.5(c) (vii)(A), the attorney will be entitled to act in the interests of the Bidder as the beneficial owner and intended registered holder of Your Shares;

- (ix) agreed to do all such acts, matters and things that the Bidder may require to give effect to the matters the subject of this Section 1.5(c) (including the execution of a written form of proxy to the same effect as this Section 1.5(c) which complies in all respects with the requirements of the constitution of Indophil if requested by the Bidder);
 - (x) agreed to indemnify the Bidder in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not producing your Holder Identification Number or Securityholder Reference Number or in consequence of the transfer of Your Shares to the Bidder being registered by Indophil without production of your Holder Identification Number or your Securityholder Reference Number for Your Shares;
 - (xi) represented and warranted to the Bidder that, unless you have notified it in accordance with Section 1.1(f), Your Shares do not consist of separate parcels of Shares;
 - (xii) irrevocably authorised the Bidder (and any nominee) to transmit a message in accordance with Rule 14.17 of the ASTC Settlement Rules to transfer Your Shares to the Bidder's takeover transferee holding, regardless of whether it has paid the consideration due to you under this Offer; and
 - (xiii) agreed, subject to the conditions of this Offer in Appendix 2 being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that the Bidder may consider necessary or desirable to convey Your Shares registered in your name and Rights to the Bidder.
- (d) The undertakings and authorities referred to in Section 1.5(b) will remain in force after you receive the consideration for Your Shares and after the Bidder becomes registered as the holder of Your Shares.

1.6 Provision of consideration

- (a) Subject to Section 1.4(b), this Section 1.6, and the Corporations Act, the Bidder will provide the consideration due to you for Your Shares on or before the earlier of:
 - (i) one month after the date of your acceptance or, if this Offer is subject to a condition when you accept this Offer, within one month after this Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period.
- (b) Where the Acceptance Form requires an additional document to be delivered with your Acceptance Form (such as a power of attorney):
 - (i) if that document is given with your Acceptance Form, the Bidder will provide the consideration in accordance with Section 1.6(a);
 - (ii) if that document is given after your Acceptance Form and before the end of the Offer Period while this Offer is subject to a condition, the Bidder will provide the consideration due to you on or before the earlier of:
 - (A) one month after this Offer becomes unconditional; and
 - (B) 21 days after the end of the Offer Period;
 - (iii) if that document is given after your Acceptance Form and before the end of the Offer Period while this Offer is not subject to a condition, the Bidder will provide the consideration due to you on or before the earlier of:
 - (A) one month after that document is given; and
 - (B) 21 days after the end of this Offer Period; and

- (iv) if that document is given after the end of the Offer Period, and the Offer is not subject to a condition, the Bidder will provide the consideration within 21 days after that document is delivered. However, if at the time the document is given, the Offer is still subject to a condition that relates only to the happening of an event or circumstance referred to in subsection 652C(1) or (2) of the Corporations Act, the Bidder will provide the consideration due to you within 21 days after the Offer becomes unconditional.
- (c) If you accept this Offer, the Bidder is entitled to all Rights in respect of Your Shares. The Bidder may require you to provide all documents necessary to vest title to those Rights in it, or otherwise to give it the benefit or value of those Rights. If you do not give those documents to the Bidder, or if you have received the benefit of those Rights, the Bidder will deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by the Bidder) of those Rights, together with the value (as reasonably assessed by the Bidder) of the franking credits, if any, attached to the Rights.
- (d) Payment of any cash amount to which you are entitled under the Offer will be made by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or, in the case of overseas shareholders, by airmail) to the address as shown on your Acceptance Form. For the purpose of compliance with any timing requirement of this Offer or the Corporations Act, payment of any cash amount to which you are entitled under the Offer will be deemed to be made once the cheque is posted to the address as shown on your Acceptance Form.
- (e) If at the time you accept the Offer any of the following:
 - (i) the *Banking (Foreign) Exchange Regulations 1959* (Cth);
 - (ii) Part 4 of the *Charter of the United Nations Act 1945* (Cth);
 - (iii) the *Charter of the United Nations (Terrorism and Dealing with Assets) Regulations 2002* (Cth);
 - (iv) the *Charter of the United Nations (Sanctions – Afghanistan) Regulations 2001* (Cth);
 - (v) the *Iraq (Reconstruction and Repeal of Sanctions) Regulations 2003* (Cth); or
 - (vi) any other law of Australia,
 require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other Government Agency be obtained before you receive any consideration for Your Shares, or would make it unlawful for the Bidder to provide any consideration to you for Your Shares, you will not be entitled to receive any consideration for Your Shares until all requisite authorities, clearances or approvals have been received by the Bidder.

1.7 Conditions of this Offer

Subject to Section 1.8(a), the completion of this Offer and any contract that results from an acceptance of this Offer, are subject to the fulfilment of the conditions in Appendix 2.

1.8 Nature and benefit of conditions

- (a) The FIRB condition at paragraph (c) in Appendix 2 is a condition precedent to the Bidder's acquisition of any interest in Indophil Shares. Despite your acceptance of this Offer, unless and until the FIRB condition at paragraph (c) in Appendix 2 has been fulfilled or waived:
 - (i) no contract for the sale of your Indophil Shares will come into force or be binding on you or the Bidder;
 - (ii) the Bidder will have no rights (conditional or otherwise) in relation to your Indophil Shares;

- (iii) if your Indophil Shares are held in a CHESSE Holding, you will be entitled to withdraw your acceptance in respect of those Indophil Shares by having your Controlling Participant transmit a valid originating message to ASTC specifying the Indophil Shares to be released from the sub-position, in accordance with Rule 14.16 of the ASTC Settlement Rules, at any time prior to the fulfilment or waiver of that condition; and
 - (iv) if your Indophil Shares are not held in a CHESSE Holding, you will be entitled to withdraw your acceptance in respect of those Indophil Shares by sending a notice to that effect signed by you (or on your behalf, in which case documentation proving that the person or persons signing the notice are authorised to do so must accompany the notice) to any of the addresses specified on the Acceptance Form so that it is received at the relevant address at any time prior to the fulfilment or waiver of that condition.
- (b) Each of the other conditions in Appendix 2 is a condition subsequent to the formation of a binding contract on your acceptance of this Offer. None of those conditions prevents a contract to sell your Indophil Shares resulting from your acceptance of this Offer, however:
- (i) breach of any of those conditions entitles the Bidder to rescind that contract by written notice to you; and
 - (ii) non-fulfilment of any of those conditions at the end of the Offer Period will have the consequences set out in Section 1.11.
- (c) The conditions in Appendix 2, other than the condition dealing with FIRB in paragraph (c) of Appendix 2, are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period (or in the case of the condition (k) in Appendix 2 until the end of the third Business Day after the end of the Offer Period), prevent a contract to sell Your Shares from arising, but entitles the Bidder by written notice to you to rescind the contract resulting from your acceptance of this Offer.
- (d) Subject to the Corporations Act and Section 1.8(a), the Bidder alone is entitled to the benefit of the conditions in Appendix 2 or to rely on any non-fulfilment of any of them.
- (e) Each condition in Appendix 2 is a separate, several and distinct condition. No condition will be taken to limit the meaning or effect of any other condition.

1.9 Freeing the Offer of conditions

The Bidder may free this Offer, and any contract resulting from its acceptance, from all or any of the conditions subsequent in Appendix 2, either generally or by reference to a particular fact, matter, event, occurrence or circumstance (or class thereof), by giving a notice to Indophil declaring this Offer to be free from the relevant condition or conditions specified, in accordance with section 650F of the Corporations Act. This notice may be given:

- (a) in the case of condition (k) in Appendix 2, not later than 3 Business Days after the end of the Offer Period; and
- (b) in the case of all the other conditions in Appendix 2, not less than 7 days before the end of the Offer Period.

If, at the end of the Offer Period (or in the case of condition (k) in Appendix 2, at the end of the third Business Day after the end of the Offer Period), the conditions in Appendix 2 have not been fulfilled and the Bidder has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

1.10 Notice on status of conditions

The date for giving the notice on the status of the conditions required by subsection 630(1) of the Corporations Act is [*] being not more than 14 days and not less than 7 days before the end of the Offer Period (subject to extension in accordance with subsection 630(2) if the Offer Period is extended).

1.11 Contract void if conditions not fulfilled

Your acceptance of this Offer, and any contract resulting from your acceptance of this Offer, will be automatically void if:

- (a) at the end of the Offer Period, any of the conditions in Appendix 2 is not fulfilled; and
- (b) the Bidder has not declared this Offer and any contract resulting from your acceptance of it free from the conditions in Appendix 2 in accordance with Section 1.9.

1.12 Withdrawal of this Offer

- (a) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, the Bidder will give notice of the withdrawal to the ASX and to Indophil and will comply with any other conditions imposed by ASIC.
- (b) If, at the time this Offer is withdrawn, all the conditions in Appendix 2 have been fulfilled or freed, all contracts arising from acceptance of the Offer before it was withdrawn will remain enforceable.
- (c) If, at the time this Offer is withdrawn, the Offer remains subject to one or more of the conditions in Appendix 2, all contracts arising from its acceptance will become void (whether or not the events referred to in the relevant conditions have occurred).
- (d) A withdrawal under this Section 1.12 will be deemed to take effect:
 - (i) if the withdrawal is not subject to conditions imposed by ASIC, on and after the date that consent in writing is given by ASIC; or
 - (ii) if the withdrawal is subject to conditions imposed by ASIC, on and after the date those conditions are satisfied.

1.13 Variation of this Offer

The Bidder may at any time before the end of the Offer Period vary this Offer in accordance with the Corporations Act:

- (a) by extending the Offer Period;
- (b) by increasing the consideration payable under the Offer; or
- (c) with the written consent of ASIC, and subject to any conditions specified by ASIC in that consent, in the manner that ASIC permits.

If the Bidder extends the Offer Period, you will receive notice of the extension, unless, at the date of the extension, you have already accepted this Offer and the Offer has become free from the conditions in Appendix 2 or those conditions have been fulfilled.

1.14 No stamp duty or brokerage

- (a) The Bidder will pay any stamp duty on the transfer of Your Shares to it.
- (b) As long as Your Shares are registered in your name and you deliver them directly to the Bidder, you will not incur any brokerage in connection with your acceptance of this Offer.

1.15 Governing law

This Offer and any contract that results from your acceptance of it are to be governed by the laws in force in Victoria, Australia.

1.16 Notices

- (a) Service on Indophil

The Bidder may give a notice to Indophil under the Takeover Bid by leaving it at, or sending it by prepaid ordinary post to, the registered office of Indophil.

- (b) Service on the Bidder

You or Indophil may give a notice to the Bidder under the Takeover Bid by leaving it at or sending it by prepaid ordinary post to the Bidder at the address set out on the Acceptance Form.

(c) Service on you

The Bidder may give a notice to you under the Takeover Bid by leaving it at or sending it by prepaid ordinary post or by airmail (if your address is outside Australia), to your address given to the Bidder by Indophil under section 641 of the Corporations Act.

* As permitted by ASIC Class Order 01/1543, these dates have been left blank in the version of the Bidder's Statement lodged with ASIC on 23 December 2009 and served on Indophil that same day. These dates will be populated in the version of the Bidder's Statement to be sent to Indophil Shareholders.

Appendix 2 – Conditions of the Offer

The Offer and any contracts resulting from acceptance of the Offer are subject to the fulfillment of the following conditions.

(a) **Minimum acceptance**

Before the end of the Offer Period, the Bidder and its Associates have relevant interests in at least 90% (by number) of all the Indophil Shares and the Bidder is entitled to proceed to compulsory acquisition of Indophil's securities under Part 6A.1 or Part 6A.2 (or both) of the Corporations Act.

(b) **Chinese Regulatory Authorities approvals**

Before the end of the Offer Period, all necessary approvals or consents that are required by the Chinese Regulatory Authorities to permit:

- (i) the Offer to be lawfully made to and accepted by Indophil Shareholders;
- (ii) the transaction contemplated by this Bidder's Statement to be completed (including, without limitation, full, lawful and effectual implementation of the intentions set out in this Bidder's Statement); and
- (iii) the continued operation of the business of Indophil, substantially on the same terms as that business is conducted as at the date of the Offer,

in each case on an unconditional basis or on the basis of conditions that impose only non-material requirements incidental to the Chinese Regulatory Authorities approvals, and, at the end of the Offer Period, all of those approvals remain in full force and effect in all respects and are not subject to any notice or indication of intention to revoke, suspend, restrict, modify or not renew those approvals.

(c) **Foreign Investment Review Board approval**

One of the following occurring:

- (i) the Treasurer of the Commonwealth of Australia (or a delegate of the Treasurer of the Commonwealth) (**Treasurer**) advising Zijin Mining before the end of the Offer Period to the effect that there are no objections to the Takeover Bid constituted by the dispatch of the Offer in terms of the Federal Government's foreign investment policy; or
- (ii) no order being made under section 18(2) of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (**FATA**) or interim order being made under section 22 of the FATA in relation to the Takeover Bid constituted by the dispatch of the Offer within a period of 40 days after Zijin Mining has notified the Treasurer that it proposes to acquire the Shares under that Takeover Bid, and no notice being given by the Treasurer to Zijin Mining during that period to the effect that there are any such objections; or
- (iii) where an order is made under section 22 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth), a period of 90 days having expired after the order comes into operation and no notice having been given by the Treasurer to Zijin Mining during that period to the effect that there are any such objections,

in each case on an unconditional basis or on the basis of conditions that impose only non-material requirements incidental to the approvals set out in this condition (c) and, at the end of the Offer Period, all of those approvals remain in full force and effect in all respects and are not subject to any notice or indication of intention to revoke, suspend, restrict, modify or not renew those approvals.

(d) **No Australian regulatory actions**

Between the Announcement Date and the end of the Offer Period (each inclusive):

- (i) there is not in effect any preliminary or final decision, order or decree issued by a Government Agency in Australia;

- (ii) no action or investigation is announced, commenced or threatened by any Government Agency in Australia;
- (iii) no application is made to any Government Agency in Australia (other than by the Bidder or any of its associates),

in consequence of or in connection with the Offer (other than an application to, or a decision or order of, ASIC or the Takeovers Panel for the purpose, or in exercise, of the powers and discretions conferred on it by the Corporations Act) which restrains or prohibits or impedes, or threatens to restrain, prohibit or impede, or otherwise materially adversely impacts on, the making of the Offer or the acquisition of Shares under the Offer or the rights of the Bidder in respect of its capacity as a shareholder of Indophil or the completion of any transaction contemplated by this Offer, or seeks to require the divestiture by the Bidder of any Shares, or the divestiture of any material assets of Indophil.

(e) **Conduct of business in the ordinary course**

Except as publicly announced by Indophil before the Announcement Date:

- (i) during the period from the Announcement Date to the end of the Offer Period (each inclusive), Indophil's business and the business of Indophil's subsidiaries is conducted in the ordinary course, and there is no reduction in the cash balances held by or available to the Indophil Group other than in the ordinary course of business or in connection with the matters contemplated by the Implementation Agreement; and
- (ii) none of the following events occurs during the period from the Announcement Date to the end of the Offer Period (each inclusive):
 - (A) Indophil or any member of the Indophil Group acquires, offers to acquire or agrees to acquire any assets for an amount in aggregate exceeding \$1 million or one or more entities or businesses or assets or makes an announcement in relation to such an acquisition, offer or agreement;
 - (B) Indophil or any member of the Indophil Group disposes of, offers to dispose of or agrees to dispose of one or more entities, businesses or assets (or any interest in one or more entities, businesses or assets) for an amount, or in respect of which the book value (as recorded in Indophil's consolidated balance sheet as at 30 June 2009) is, in aggregate, greater than \$1 million, or makes an announcement in relation to such a disposition, offer or agreement;
 - (C) Indophil or any member of the Indophil Group enters into, or offers to enter into or agrees to enter into, any agreement which would require expenditure, or the foregoing of revenue, by Indophil of an amount which is, in aggregate, more than \$1 million other than in the ordinary course of business, or makes an announcement in relation to such an entry, offer or agreement;
 - (D) Indophil or any member of the Indophil Group enters into, or offers to enter into or agrees to enter into, any joint venture or partnership, grants any licence or option or right of first refusal over any of its property or assets or an interest in its property or assets, or makes an announcement in relation to such an entry, offer or agreement;
 - (E) Indophil or any member of the Indophil Group disposes of, agrees or offers to dispose of, or negotiates or announces the disposal of, any material part of the Indophil Group's business or major assets, including any of Indophil's direct and indirect interest in SMI or the Tampakan Project;
 - (F) Indophil or any member of the Indophil Group enters into any agreement, arrangement or understanding, whether or not conditional, or enforceable, regarding the disposal of any material part of the Indophil Group's business or major assets, including any of Indophil's direct and indirect interest in SMI or the Tampakan Project;

- (G) any change in Indophil's or Indophil's subsidiaries' (including IRP) direct or indirect interest in SMI or the Tampakan Project, excluding any change pursuant to the terms and conditions of the Alsons' MOA;
- (H) enters into any onerous or long term contract or commitment or incurs a contingent liability except in the ordinary course of business or proposes or agrees to do any of those things; or
- (I) there is a change in the business of Indophil, the Indophil Group, SMI or the Tampakan Project in a way that has or would have a material adverse effect on the Indophil Group's business, financial affairs or prospects.

(f) **No capital transactions or corporate actions**

Between the Announcement Date and the end of the Offer Period, neither Indophil nor any member of the Indophil Group:

- (i) makes, declares, determines, announces or conducts any dividend payment, capital restructure, share buy back, other return of capital or distribution;
- (ii) issues or grants any options over its securities or assets, or alters the rights attached to Shares or any other securities;
- (iii) borrows or agrees to borrow any money or incur any financial indebtedness other than in the ordinary course of business, or releases or agrees to release any obligation owed to it or that may become owing to it, or modifies any such obligation, other than in the ordinary course of business;
- (iv) has appointed to its board any additional director, whether to fill a casual vacancy or otherwise; or
- (v) makes any amendment to its constitution or there is passed a special resolution to amend its constitution,

in each case without the Bidder's prior written consent.

(g) **Acceleration of Alsons SMI Shares**

Before the end of the Offer Period Indophil procures the acceleration and completion of the acquisition of all of the Alsons SMI Shares in consideration only of the issue of not more than 25.9 million Shares.

(h) **FTAA Material Adverse Change**

Between the Announcement Date and the end of the Offer Period (each inclusive), no FTAA Material Adverse Change occurs.

For the purpose of this condition, **FTAA Material Adverse Change** means:

- (i) the FTAA is terminated or varied; or
- (ii) SMI has received notice of intention, or threat of a serious nature, to terminate or vary the FTAA, in either case, from the government of the Republic of the Philippines (including from the Philippine Mines and Geosciences Bureau),

in such a way as materially affects, or would (including if such intention or threat were to result in the FTAA being terminated or varied) materially affect, the ability of the Indophil Group, or SMI, to carry on the business or the activities to which the FTAA relates and which are carried on as at the Announcement Date.

(i) **No change in Philippine Law**

Between the Announcement Date and the end of the Offer Period (each inclusive) there is no change in Philippine Law applicable to any member of the Indophil Group, SMI or the Tampakan Project which has a material adverse effect on the Indophil Group's business, financial affairs or prospects or SMI's operations or assets.

(j) **No disposal of Tampakan Project**

Between the Announcement Date and the end of the Offer Period (each inclusive) neither Indophil nor any member of the Indophil Group disposes, or agrees or offers to dispose, or negotiate the disposal, of any of its interest (direct or indirect) in SMI or the Tampakan Project, other than as expressly approved in writing by the Bidder.

(k) **No prescribed occurrences**

Between the Announcement Date and the end of the Offer Period (each inclusive), none of the following prescribed occurrences (being the occurrences listed in section 652C of the Corporations Act) happen:

- (i) Indophil converts all or any of the Shares into a larger or smaller number of shares;
- (ii) Indophil or a subsidiary of Indophil resolves to reduce its share capital in any way;
- (iii) Indophil or a subsidiary of Indophil:
 - (A) enters into a buy-back agreement; or
 - (B) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (iv) Indophil or a subsidiary of Indophil issues shares in itself (other than Shares issued as the result of the exercise of an Option, a Performance Right or an Alsons Share Right that it is under a contractual obligation to issue as at the date of this agreement and in any event in respect of the Alsons Share Right, that result in the issue of not more than 25.9 million Shares) or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (v) Indophil or a subsidiary of Indophil issues, or agrees to issue, convertible notes;
- (vi) Indophil or a subsidiary of Indophil disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (vii) Indophil or a subsidiary of Indophil charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (viii) Indophil or a subsidiary of Indophil resolves that it be wound up;
- (ix) a liquidator or provisional liquidator of Indophil or a subsidiary of Indophil is appointed;
- (x) a court makes an order for the winding up of Indophil or a subsidiary of Indophil;
- (xi) an administrator of Indophil, or a subsidiary of Indophil is appointed under section 436A, 436B or 436C of the Corporations Act;
- (xii) Indophil or a subsidiary of Indophil executes a deed of company arrangement; or
- (xiii) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Indophil or a subsidiary of Indophil.

(l) **No change of control rights**

No person having any rights, claiming an entitlement, or expressing an intention in relation to SMI or the Tampakan Project (whether or not that intention is stated to be a final or determined decision of that person) (in all cases whether subject to conditions or not), as a result of (directly or indirectly) the Bidder acquiring or proposing to acquire Shares or other securities in a member of the Indophil Group (whether or not such acquisition or proposal would result in any change of control of Indophil), to:

- (i) terminate or alter any material contractual relationship between any person and any member of the Indophil Group (for this purpose an alteration includes the operation of a contract, whether or not that altered operation is provided for under the existing terms of the contract);

- (ii) require the termination, modification, or disposal (or offer to dispose) of any entity within the Indophil Group or any material interest or material asset of a member of the Indophil Group (or any arrangements relating to such entity, interest or asset);
- (iii) require the repayment of monies in excess of \$1 million borrowed by a member of the Indophil Group or declare such monies repayable (either immediately or at any other time before the previous repayment date);
- (iv) accelerate or adversely modify the performance of any obligation of a member of the Indophil Group, under any material agreement, contract, lease or other legal arrangement; or
- (v) do, or cause to be done, any act as a result of which the business of a member of the Indophil Group with any other person would be adversely affected in any material way.

(m) **No related party benefits**

Between the Announcement Date and the end of the Offer Period (each inclusive) Indophil or any member of the Indophil Group, including IRP, does not enter into, or offers or agrees to enter into any agreement, arrangement or understanding (whether subject to conditions or not) to give a director, secretary, senior manager (or any of their Associates) of Indophil or the Indophil Group a benefit (including a payment, an agreement to employ them, or engaging their services for a fixed period) which in aggregate among all of them exceeds \$500,000.

(n) **Options**

- (i) Between the Announcement Date and the end of the Offer Period (each inclusive) Indophil does not amend or vary the terms of any Options granted by Indophil (other than to cancel those Options in accordance with sub-paragraph (n)(ii) below).
- (ii) Before the end of the Offer Period, all of the Options granted by Indophil have been exercised, or cancelled by Indophil (for an amount per Option not exceeding the cash offered under the Offer for each Share minus the exercise price of the Option).

(o) **Convertible securities:**

- (i) between the Announcement Date and the end of the Offer Period (each inclusive) Indophil does not amend or vary the terms of any convertible securities (including the Performance Rights) issued by Indophil or any rights granted by Indophil for the issue of Indophil securities (other than to cancel those securities or rights in accordance with sub-paragraph (o)(ii) below).
- (ii) Before the end of the Offer Period, all of the convertible securities (including the Performance Rights) issued by Indophil and any rights granted by Indophil for the issue of Indophil securities have been converted, or cancelled by Indophil.

(p) **No termination of Implementation Agreement**

Between the Announcement Date and the end of the Offer Period (each inclusive), the Implementation Agreement is not terminated in accordance with its terms, other than by Zijin Mining as a result of clause 13.1(d) or clause 13.3 of the Implementation Agreement.

(q) **Feasibility Study**

The following does not occur prior to the end of the Offer Period: the Feasibility Study is not completed and submitted by the time required by the Philippine Mines and Geosciences Bureau (**Deadline**), and the time to complete and submit is not extended by the time of the Deadline.

(r) **Natural Events**

Between the Announcement Date and the end of the Offer Period (each inclusive), there is no Natural Event which occurs that has or would have a material adverse effect on the Indophil Group's business, financial affairs or prospects.