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TAKEOVER TO ACCESS HIGHLY PROSPECTIVE KOU SA COPPER PROJECT

Geopacific Resources NL ("GPR") is pleased to announce that it has executed an agreement with unlisted public company World Wide Mining Projects Limited ("WWM" or "Worldwide") to undertake an off-market, target board-recommended 1:1 scrip takeover bid for 100% of WWM's issued capital ("Bid"). A successful takeover will result in GPR having the option to take an 85% interest in the Kou Sa Copper Project ("Kou Sa" or "Project").

HIGHLIGHTS

- **Geopacific to make friendly, off-market takeover bid for Worldwide, an unlisted public company with the exclusive right to acquire 85% of the highly prospective Kou Sa Copper project in Cambodia and projected cash reserves of approximately \$1,100,000.**
- **Localised geochemical grid sampling, trenching and initial drilling at Kou Sa have identified significant copper, zinc, gold and silver mineralisation in an 8 km x 3 km zone, which remains open in all directions.**
- **Forty shallow (<120m) diamond drill holes have been drilled on the Project to test five prospective areas with outcropping structurally controlled, semi-massive sulphide mineralisation.**
- **Only indicative chips from the first twenty holes have been assayed to date (sampling procedures fall well short of complying with the JORC code).**
- **Despite the limitations of the data, significant and potentially economic copper, zinc, silver and gold assays have been obtained in varying proportions at all of the prospects tested.**
- **Given the limited outcrop and extensive lateritic cover, the area has never been subject to modern geophysical exploration techniques, and GPR and WWM consider it has excellent potential for discovery of a range of deposit styles, including structurally controlled copper -zinc- silver-gold, porphyry style copper-gold, and skarn type copper-zinc-gold deposits.**
- **Geopacific to maintain its exploration efforts in Fiji for porphyry copper-gold and epithermal gold systems.**
- **The addition of 2 new board members and management from WWM will add significant technical and corporate expertise.**

KOU SA COPPER PROJECT

SALE AGREEMENT FOR CAMBODIAN MINING LICENCE

WWM has signed a sale agreement with Golden Resources Development Co., Ltd (“GRD”) (a South Korean controlled Cambodian company). The sale agreement is an option to acquire an 85% interest in the highly prospective Kou Sa Copper Project in Northern Cambodia. The remaining 15% will be acquired by a subsidiary of WWM’s Cambodian partner, The Royal Group.

Geopacific is very pleased to be involved with such a prominent and well respected partner in The Royal Group, the largest business conglomerate in Cambodia. The Royal Group business interests span telecommunications, banking, transportation and distribution. The Royal Group have partnered and operated successfully with very large multinational corporations such as ANZ Bank, Toll Holdings, Canon, Samsung and Siemens.

To secure exclusivity over the project, WWM will pay GRD a total of USD \$700,000 by 31 January 2013, subject to the satisfaction of legal and field due diligence.

The option to acquire the Kou Sa Copper Project will allow for 12 months to evaluate the economic potential of the project before a decision to exercise or to extend the option a further 12 months (at a fee of USD\$700,000). Upon exercise of the option, Geopacific will be required to pay GRD USD\$14,000,000 to acquire the project, following which WWM will have a 85% interest and The Royal Group will have a free-carried 15% interest until decision to mine is made.

Further details of WWM’s agreements with GRD and The Royal Group’s subsidiary Petrochemicals (Cambodia) Refinery Limited (“PCRL”) accompanies this announcement.

KOU SA PROJECT SUMMARY

The Kou Sa Project is located in Cambodia’s Chep district, Phreah Vihear province.

Kou Sa is a 3 hour drive from Siem Reap International airport and directly adjacent to a regional highway. The project was originally discovered by BRGM geologists in the 1960’s before the Vietnamese and regional civil wars. No further work was conducted until 2008, when GRD commenced exploration activities.

The Project is a 158 Km² exploration licence, with very low relief, very limited outcrop and large areas of thin, semi-lateritic weathering.

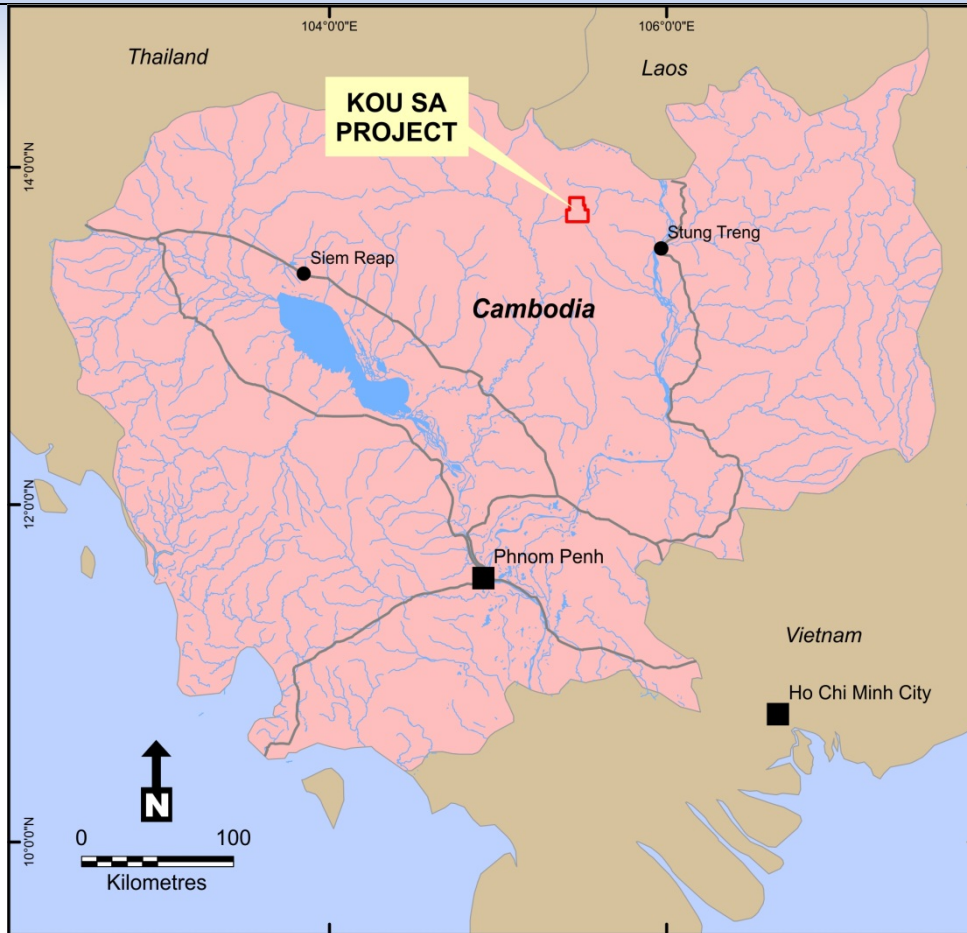


Figure 1 - Kou Sa Location Map

GRD work has consisted of localised stream sediment and soil sampling, extensive surface trenching and rock chip sampling, and completion of approximately forty diamond drill holes, using a light weight drilling rig with a 120m depth capability. This work is documented in a number of reports in Korean and English. Twenty of the drill holes were completed in the 2010-2011 dry season and partial assay data is available for these holes. A further twenty holes were completed in the 2011-2012 dry season, and no assay data for these holes is currently available. Logging, and sampling of the GRD drilling has not been undertaken according to JORC standards, with assays for drill holes coming from indicative chip samples taken from observed mineralised intervals, and thus not fully representative of the reported sample intervals. In addition, core recovery for many of the holes is quite erratic, with significant intervals of potentially mineralised intervals represented only by retained drill cuttings (no assays available) from the intervals.

Despite the limitations of the available data, review of the drill core by WWM and GPR geologists suggest that the available assays values appear to reasonably reflect mineralogy visually observed in the corresponding intervals.

Observed mineralisation in outcrop and drill holes is derived from apparently structurally controlled semi-massive sulphides, with various mineral associations in different areas: (1)copper-silver-gold in areas 100 and 113; (2)zinc-copper-silver in area 114; and (3)copper-silver-gold-zinc in areas 117 and 182. Zinc (sphalerite) has also been observed in hole 117-1-A, but no zinc assays are available for that hole.

In addition, subcrop of magnetite skarn has been discovered in 2 areas, neither of which has been drill tested.

GRD Prospect	Hole Number	From m	Downhole Interval	Au ppm	Ag ppm	Cu %	Pb %	Zn %
100	100-1-A	4	10	0.06	7.41	4.70	0.00	0.15
100	100-1-G	35.6	10	0.01	3.23	3.68	ND	ND
100	100-1-H	29	20	0.13	2.35	4.43	0.00	0.06
113	113-5-A	4	18	0.14	3.32	0.93	0.00	0.40
114	114-4-A	0	5	0.01	2.16	0.55	0.00	13.21
117	117-1-A	0	2	0.55	37.80	5.21	ND	ND
117	117-1-A	30	6	0.20	9.10	4.53	ND	ND
117	117-1-A	46	2	0.20	1.86	2.08	ND	ND
182	182-5-A	5	7	0.58	31.49	0.84	0.50	5.50

Table 1. Selected assays from currently available GRD drilling.

Note that these values are not based on rigorous sampling, but raw averages from non-continuous chip sampling of quartered drill core, and thus only indicative of what may result from proper sampling. Also down-hole intervals quoted are not true widths, which may be significantly less than the down-hole width.

WWM plans to immediately commence re-logging, re-sampling and assaying of all drilling as a matter of priority.

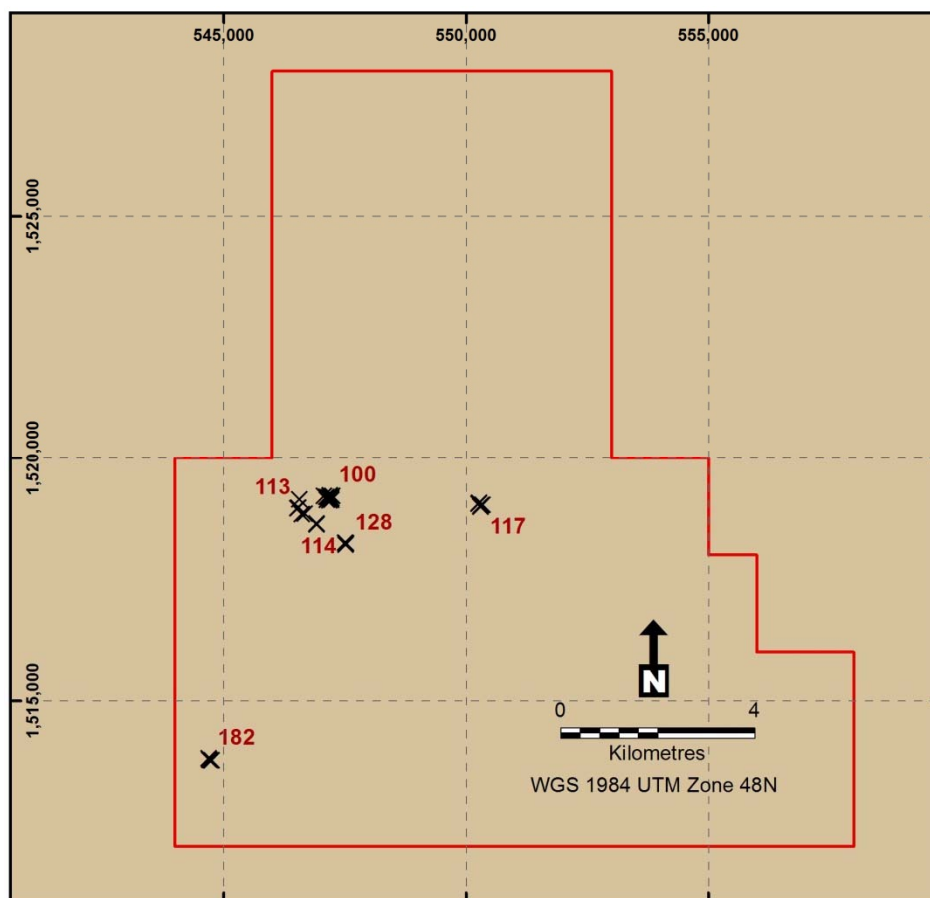


Figure 2 - Kou Sa tenement boundary and location of GRD drilling areas.

Drilling to-date has been restricted to areas of known mineralised outcrops. The overall licence area has very low topographic relief, and is characterised by thin (<10 m) but intense lateritic weathering resulting in very limited outcrops.

Despite the severe limitations of the available data set, GPR and WWM consider that the area has excellent potential for hosting porphyry and skarn type copper-gold-silver-zinc deposits, as well as potentially economic structurally controlled semi-massive sulphides. The area has never been subject to modern geophysical exploration, and with limited outcrop, near planar topography and shallow weathering presents an ideal target for both airborne magnetics, radiometrics and EM, and ground IP surveys.

TAKEOVER OF WORLD WIDE MINING PROJECTS LIMITED

OFFER SUMMARY

Under the terms of the Bid Implementation Agreement (“BIA”) executed by GPR and WWM, the offer from GPR provides for the issue of up to 53,700,000 GPR shares to the existing shareholders of WWM, at a ratio of 1 GPR share for every 1 WWM share held.

BID CONDITIONS

The Bid will be subject to conditions set out in the BIA attached as Annexure A, including the following:

- Geopacific shareholders approving the acquisition of WWM shares for the purposes of ASX Listing Rule 11.1.2;
- WWM finalising the divestment of its shareholding interest in Indonesian Coal Limited (a subsidiary of WWM which holds certain coal assets in Indonesia) by a distribution in-specie of its shareholding interest to WWM shareholders in accordance with the Corporations Act;
- WWM obtaining a legal opinion from a suitably qualified lawyer in Cambodian law that Golden Resource Development Co., Ltd is the registered holder of the Licence, that the Licence is free from encumbrances and is otherwise in good standing and that the area of land the subject of the licence is capable of being transferred or otherwise registered in the name of WWM or its nominee;
- WWM raising not less than \$1,200,000 and not more than \$1,500,000 in additional equity capital by issuing not less than 12,000,000 and not more than 15,000,000 WWM shares at \$0.10 per share, such that WWM has a maximum of 53,700,000 shares on issue on completion of the capital raising;
- Worldwide directors entering into voluntary escrow arrangements in respect of Geopacific shares they will own or control;

- At or before the end of the offer period, Geopacific having a relevant interest in at least 90% of WWM shares on issue;
- No material adverse change and no prescribed occurrences;
- No change in control rights and no regulatory actions; and
- No material acquisitions, disposals or the like.

Please refer to Annexure A for the full terms of the BIA, including the full Bid conditions.

NEW BOARD AND EXECUTIVE MEMBERS

Should the Bid succeed, Geopacific will invite two members of the current WWM Board to join the GPR Board. Invitations will be extended to Mr Mark Bojanjac to join the Board as a Non – Executive Director and Mr Ron Heeks will be invited to join the Board as Managing Director.

Mr John Lewis will join GPR as Co-Chief Financial Officer and Co-Company Secretary alongside existing Chief Financial Officer and Company Secretary Mr Mark Pitts. Once there is effective handover of duties and post-Geopacific's AGM, Mr Pitts will resign his position.

Mr Ron Heeks - B.App.Sc

With a total of 24 years mining industry experience, Ron was a founding partner in Exploration and Mining Consultants and has previous experience including WMC Resources Limited, Newmont and RSG Consulting. Ron has been General Manager – Technical for Straits Asia Indonesian Operations and Chief Technical Officer for Adamus Resources Southern Ashanti Gold Operation. Ron has worked in various countries around the world gaining extensive experience in Indonesia. Ron is a member of the Australian Institute of Mining & Metallurgy (MAusIMM).

Mr Mark Bojanjac - BCom CA

Mark has over 20 years' experience in developing resource companies. Mark was most recently CEO of Adamus Resources Limited (now ASX-listed Endeavour Mining Corporation) and oversaw its advancement from an early stage exploration project through its definitive feasibility studies, and managed \$170m debt and equity financing of the Nzema mine in Ghana.

He was a founding director of Gilt-Edged Mining Limited & was Managing Director of AGR (an unlisted public company) which successfully developed and financed a 2.4m oz gold resource in Mongolia. He was also a founding director of a company which acquired a 3m oz gold project in China which formed the underlying asset for ASX-listed Dragon Mountain Gold Ltd.

Mr John Lewis –B. Bus, CA, Grad Cert. Forensic Studies (Accounting).

John Lewis is a Chartered Accountant with 20 years' post qualification experience working predominantly in corporate reorganisation, specialising in the mining industry for the last 10 years.

John previously worked in Corporate Advisory at Deloitte and has worked on a number of mining projects including restructuring the business for sale and managing the operations of Croesus Resources NL (now Central Norseman Gold Mines PLC).

John is a former Director and Company Secretary of ASX-listed Dragon Mountain Gold Ltd.

The appointment of these highly experienced professionals is significant for Geopacific, as following successful completion of the Bid it will look to aggressively evaluate the highly prospective Kou SA Copper project in Cambodia, as well as carrying on its continuing exploration efforts in Fiji.

THE CONSOLIDATED COMPANY FOLLOWING SUCCESSFUL COMPLETION OF THE BID

Anticipated as at 31 December 2012, and assuming WWM undertakes a \$1.5 million capital raising before completion of the Bid.

	Geopacific	World Wide	Consolidated
Ordinary Shares of Issue	43,315,827	53,700,000	97,015,827
Market Capitalisation	\$4m	\$5m	\$9m
Cash	\$700,000	\$1,100,000	\$1,800,000

ADVANTAGES OF CONSOLIDATED COMPANY

The Board of Geopacific believes that the consolidated company will provide improved shareholder value to both Geopacific and WWM through:

- Addition of the highly prospective Kou Sa Copper Project providing the opportunity to identify a potential high grade copper project at an early stage;
- Diversity across 2 countries allowing for exploration activity and newsflow on a year round basis;
- Improved access to funding;
- Strengthened share register;
- Greater market liquidity; and
- Broad range of complementary skill sets at board and executive level.

INDICATIVE TAKEOVER TIMETABLE

The indicative timetable for the offer is as follows (subject to change):

3 January 2013	Takeover Announcement lodged with ASX
21 January 2013	Geopacific lodges Bidders Statement with ASIC, ASX and WWM
21 January 2013	Geopacific Notice of Shareholder Meeting
29 January 2013	Offer Period Opens
25 February 2013	Geopacific Shareholder Meeting to approve transaction
5 March 2013	Offer period Closes

ABOUT THE ROYAL GROUP

The Royal Group is the premier investment and development company in Cambodia. The company is focused on bringing quality investment to the country and providing investors with the platform to run successful and profitable operations.

Cambodia's booming economy, second in Asia only to China in double-digit GDP growth, enjoys a stable political situation, together with the most welcoming and liberal business, investment and trade environment in ASEAN.

The Royal Group has been at the heart of this economic development for almost two decades, attracting international investors and building market leaders in a cross-section of industries.

The company is recognised as the country's most dynamic and diversified business conglomerate. Established as a strategic investment holding company, it maintains interests in a wide range of industries including telecommunication, media, banking, insurance, resorts, education, property, trading and agriculture, partnering large multinational conglomerates such as:

- Mobitel, Royal Telecom – Telecommunications
- Australia & New Zealand Bank (ANZ) – Finance
- Canon, Samsung, Motorola, Siemens – Trading / Distribution
- Toll Holdings (Toll) – Transportation

OUTLINE OF WORLDWIDE'S AGREEMENTS

Worldwide and its joint venture partner PCRL, a subsidiary of The Royal Group, have entered into a sale agreement with GRD ("Sale Agreement") to acquire GRD's interest in an exploration licence to explore for metallic metals in the Kou Sa Mountain, Chep District, Preah Vihear Province in Cambodia ("Kou Sa Licence").

Under the terms of the Sale Agreement, GRD has granted Worldwide and PCRL the exclusive right to explore and acquire the Kou Sa Licence during the period from 14 December 2012 until the later of 31 January 2014 or completion of the Sale Agreement ("Exclusivity Period"). During the Exclusivity Period GRD must not solicit any other offers for the Kou Sa Licence or otherwise engage with third parties in relation to the Kou Sa Licence. The Exclusivity Period may be extended for 12 months by giving GRD 30 days' notice and paying GRD an additional USD\$700,000.

Worldwide and PCRL have entered into a shareholders' agreement dated 14 December 2012, to establish a new joint venture company ("NewCo") to explore, develop and hold the Kou Sa Licence. Initially, Worldwide will have an 85% shareholding interest and PCRL will have a 15% shareholding interest in NewCo. The shareholders' agreement regulates Worldwide and PCRL's rights and obligations as shareholders of NewCo.

PCRL will be free carried until a decision to mine on the area the subject of the Kou Sa Licence is made, following which PCRL will:

- be granted an option to purchase further shares in NewCo at fair market value to increase its percentage shareholding interest to 20%; and

- contribute to all costs, expenses and liabilities incurred or sustained in proportion to its shareholding interest in NewCo.

The acquisition of the Kou Sa Licence under the Sale Agreement is subject to satisfactory completion of:

- legal due diligence by 31 January 2013;
- exploration and technical due diligence by the end of the Exclusivity Period; and
- other customary conditions precedent for a Sale Agreement of this nature.

The purchase price of the Kou Sa Licence comprises:

1. a payment of USD\$700,000 to GRD in consideration for the benefit of the Exclusivity Period to be paid in three tranches as follows:
 - (a) USD\$50,000 on signing of the Sale Agreement (14 December 2012);
 - (b) USD\$350,000 to be deposited into an escrow account no later than 16 days after signing of the Sale Agreement (28 December 2012), to be released on 31 January 2013 subject to Worldwide and PCRL being satisfied with their legal due diligence enquiries*; and
 - (c) USD\$300,000 on 31 January 2013, subject to Worldwide and PCRL being satisfied with their legal due diligence enquiries*; and
2. a payment of USD\$14,000,000 to be deposited into an escrow account (at the time of completion), with \$USD2,800,000 to be released in when GRD submits the necessary transfer application in relation to the Kou Sa Licence, with the balance of USD\$11,800,000 to be released when the Kou Sa Licence is issued in the name of NewCo.

**The dates for payment of these amounts can be extended for 1 month by payment of an additional USD\$60,000 to GRD.*

The Board of Geopacific wishes everyone a very Healthy, Happy and Successful New Year.

For and on behalf of the Board of Directors,

Charles Bass, Executive Director
Mobile: +61 (0)409 880 907
Email: info@geopacific.com.au

COMPETENT PERSON'S STATEMENT

The information in this document that relates to exploration results and mineral resources is based on information compiled by Dr Russell Fountain BSc, PhD, who is a Fellow of the Australian Institute of Geoscientists (AIG). Dr Fountain is a director of Geopacific and consults through his company ExSolutions.

Dr Fountain has sufficient experience which is relevant to the style of mineralisation and the type of deposits under consideration and to the activity which he is undertaking to qualify as Competent Person as defined in the 2004 Edition of the "Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves". Dr Fountain consents to the inclusion in this document of the matters based on his information in the form and context in which it appears.

FORWARD-LOOKING STATEMENTS

This document includes forward-looking statements that have been based on current expectations about future acts, events and circumstances. These forward-looking statements are, however, subject to risks, uncertainties and assumptions that could cause those acts, events and circumstances to differ materially from the expectations described in such forward-looking statements. Accordingly, the Company cannot and does not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this document will actually occur. Further, except as required by law, the Company may not update or revise any forward-looking statement if events subsequently occur or information subsequently becomes available that affects the original forward-looking statement.



GEOPACIFIC
RESOURCES NL

ASX ANNOUNCEMENT

03 January 2013

ANNEXURE A – Bid Implementation Agreement

BID IMPLEMENTATION AGREEMENT

Geopacific Resources NL
Worldwide Mining Projects
Limited

Ref: PL:CR:130590
Doc ref: 1301411

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BID IMPLEMENTATION AGREEMENT

PARTIES:

Name:	Geopacific Resources NL	Bidder
ABN:	57 003 208 393	
Address:	Suite 6, 125 Melville Parade Como, Western Australia, 6152	

Name:	Worldwide Mining Projects Limited	Target
ABN:	42 145 367 862	
Address:	Level 1, 278 Stirling Highway Claremont, Western Australia, 6010	

1 THE BID

1.1 The Bid

- (a) Bidder agrees to make the Bid.
- (b) Bidder and Target agree to make the Agreed Announcement to ASX as soon as practicable after the parties have executed this document.

1.2 Bidder may use subsidiary

- (a) Bidder may satisfy its obligations under **clause 1.1** by causing a wholly-owned subsidiary to do the things referred to in **clause 1.1(a)**. If Bidder does that, then references to:
 - (i) the Bid are references to the Bid by the subsidiary; and
 - (ii) Bidder making the Bid are references to Bidder causing the subsidiary to make the Bid.
- (b) If **clause 1.2(a)** applies, Bidder:
 - (i) must procure that its relevant subsidiary performs Bidder's obligations under this document; and
 - (ii) guarantees to Target the performance of those obligations by that subsidiary.

1.3 Target's assessment of the Bid

Target represents and warrants to Bidder that:

- (a) the Target Board has met and considered the possibility of Bidder agreeing to make the Bid; and
- (b) all of the members of the Target Board have informed Target that, if Bidder complies with **clause 1.1**:
 - (i) the Target Board will unanimously recommend that:



- (A) subject to Bidder Shareholders approving the Bidder Resolution by the requisite majority at the Bidder Shareholders' Meeting; and
 - (B) in the absence of a Superior Proposal for Target, Target Shareholders accept the offers to be made to them under the Bid; and
- (ii) each member of the Target Board will:
 - (A) accept, or procure the acceptance of, the Bid Offer in respect of the Target Shares that they hold or in which they otherwise have a Relevant Interest;
 - (1) subject to Bidder Shareholders approving the Bidder Resolution by the requisite majority at the Bidder Shareholders' Meeting; and
 - (2) in the absence of a Superior Proposal for Target; and
 - (B) in addition to their obligations in **clause 1.3(b)(ii)(A)**, contemporaneously with the making of the Agreed Announcement under **clause 1.1(b)**, publically state their intention to accept or procure the acceptance of, the Bid Offer in respect of all the Target Shares that they hold or in which they otherwise have a Relevant Interest:
 - (1) subject to Bidder Shareholders approving the Bidder Resolution by the requisite majority at the Bidder Shareholders' Meeting; and
 - (2) in the absence of a Superior Proposal for Target.
- (c) A recommendation of the Target Board will for the purposes of this document be deemed to be unanimous if all Target Directors vote in favour of the resolution other than those precluded from doing so because of a material personal interest or some other actual or potential conflict of interest. Target represents and warrants that, as at the date of this document, it is not aware of any of its Directors having any such material personal interest or other actual or potential conflict of interest.

1.4 Bidders' Recommendation of the Bidder Resolution

- (a) Bidder represents and warrants to Target that the Bidder Board has met and considered the Bidder Resolution, and:
 - (i) the Bidder Board will unanimously recommend that, in the absence of a Superior Proposal for Bidder, Bidder Shareholders vote in favour of the Bidder Resolution at the Bidder Shareholders' Meeting; and
 - (ii) each member of the Bidder Board will, in the absence of a Superior Proposal for Bidder, state that they intend to vote, or procure voting of, all Bidder Shares that they hold or in which they otherwise have a Relevant Interest in favour of the Bidder Resolution at the Bidder Shareholders' Meeting.
- (b) A recommendation of the Bidder Board will for the purposes of this document be deemed to be unanimous if all Bidder Directors vote in favour of the resolution other than those precluded from doing so because of a material personal interest



or some other actual or potential conflict of interest. Bidder represents and warrants that, as at the date of this document, it is not aware of any of its Directors having any such material personal interest or other actual or potential conflict of interest.

2 FACILITATING THE BID

2.1 Reasonable access

To the extent reasonably required in connection with the Bid, during the Exclusivity Period, each party will use its reasonable endeavours to provide the other party with access to:

- (a) its books and records;
- (b) any information reasonably requested by the other party; and
- (c) its senior management, external auditors and accountants and other advisers,

subject to any existing confidentiality obligations owed to third parties or applicable privacy laws and provided that such access is reasonably necessary and does not place an unreasonable burden on the ability of a party to run its business.

All information provided under this document is subject to the terms of the Confidentiality Deed. For the avoidance of doubt, nothing in this document or the Confidentiality Deed restricts any party from including any information in the Bidder's Statement, Notice of Meeting or Target's Statement for the purpose of, and only to the extent reasonably necessary for, complying with the Corporations Act, the ASX Listing Rules or any other applicable law and listing rules provided always that each, to the extent reasonably practicable, consults in good faith with the other party as to the form and content of any such disclosures before that information is disclosed in that Bidder's Statement, Notice of Meeting or Target's Statement.

2.2 Consultation regarding documents

- (a) Bidder will give Target a reasonable opportunity (as set out in the indicative timetable in **Schedule 1**) to review an advanced draft of the Bidder's Statement in respect of the Bid and the Notice of Meeting, and will consult in good faith with Target with respect to any comments Target may have on the Bidder's Statement or the Notice of Meeting.
- (b) Target will give Bidder a reasonable opportunity (as set out in the indicative timetable in **Schedule 1**) to review an advanced draft of the Target's Statement in respect of the Bid, and will consult in good faith with Bidder with respect to any comments Bidder may have on that Target's Statement.

2.3 Early despatch of offers

- (a) For the purposes of item 6 in section 633(1) of the Corporations Act and subject to complying with **clause 2.3(b)**, Target agrees that offers under the Bid may be sent to the holders of Target Shares on the day on which the finalised Bidder's Statement for the Bid is sent to Target or within 28 days after that day.
- (b) **Clause 2.3(a)** is subject to Bidder providing Target with a final draft of its Bidder's Statement for review not less than 5 Business Days before it is lodged with ASIC under item 2 of section 633(1) of the Corporations Act.



2.4 Target's Statement

Target must use its reasonable endeavours to despatch the Target's Statement to Target Shareholders as soon as practicable after the Bidder's Statement in respect of the Bid is sent to Target Shareholders.

2.5 Bidder Shareholders' Meeting

Bidder must use its reasonable endeavours to convene the Bidder Shareholders' Meeting to consider the Bidder Resolution, as soon as reasonably practicable after the entering into of this document.

2.6 Indicative timetable

Without prejudice to the remainder of the obligations contained in this **clause 2**, each party agrees to use their respective reasonable endeavours to comply with the indicative timetable set out in **Schedule 1**.

2.7 Conduct of business

During the Exclusivity Period:

- (a) Target must carry on its business in accordance with normal and prudent practice and in the ordinary course. For the purposes of this **clause 2.7(a)**:
 - (i) responding to the Bid and any Competing Proposal for Target (together with all associated activity and expenditure) in accordance with this document;
 - (ii) the divestment of Target's shareholding interest in Indocoal and all actions required to facilitate the divestment; and
 - (iii) the Capital Raising and all actions required to facilitate the Capital Raising,are deemed to be Target carrying on its business in the ordinary course; and
- (b) Bidder must carry on its business in accordance with normal and prudent practice and in the ordinary course. For the purposes of this **clause 2.7(b)**:
 - (i) making the Bid and responding to any Competing Proposal for Bidder (together with all associated activity and expenditure) in accordance with this document; and
 - (ii) pursuing any of the matters contemplated by the letter of understanding signed by Bidder and Target on 20 December 2012 in relation to the existing operations and strategies of Bidder,are deemed to be Bidder carrying on its business in the ordinary course.

2.8 Target Promote the Bid

In the absence of a Superior Proposal for Target, to the extent reasonably requested to do so by Bidder during the Exclusivity Period, Target will support the Bid and participate in efforts reasonably required by Bidder to promote the merits of the Bid, including meeting with key Target Shareholders, employees, analysts, management, press and other parties mutually agreed (together with Bidder, to the extent reasonable), but only to the extent that the Target Board or the relevant director considers, after taking advice from Senior Counsel, that they may do so without breaching or being reasonably likely to breach their legal or fiduciary duties.



2.9 Bidder Promote the Shareholder Approval

In the absence of a Superior Proposal for Bidder, to the extent reasonably requested to do so by Target during the Exclusivity Period, Bidder will support the Bidder Resolution and participate in efforts reasonably required by Target to promote the merits of the Bidder Resolution, including meeting with key Bidder Shareholders, employees, analysts, management, press and other parties mutually agreed (together with Target, to the extent reasonable) to encourage Bidder Shareholders to vote in favour of the Bidder Resolution at the Bidder Shareholders' Meeting, but only to the extent that the Bidder Board or the relevant director considers, after taking advice from Senior Counsel, that they may do so without breaching or being reasonably likely to breach their legal or fiduciary duties.

2.10 Bid Conditions

- (a) Target agrees not to do (or omit to do) anything which will, or is reasonably likely to, result in any of the Bid Conditions being breached.
- (b) Nothing in this **clause 2** prevents Target or the Target Board from taking, or failing to take, action where to do otherwise would or is reasonably likely to, in the reasonable opinion of the Target Board, constitute a breach of the legal or fiduciary duties of the directors of Target. The reasonable opinion of the Target Board must be based on specific written legal advice given by a Senior Counsel.
- (c) To avoid any doubt, in this document, a reference to a Bid Condition being breached includes a reference to a Bid Condition not being, or not being capable of being, satisfied.
- (d) If any event occurs or becomes apparent to a party which would cause any of the Bid Conditions to be breached or not satisfied, that party must, to the extent that it is actually aware of such information, immediately notify the other party in writing of the event.
- (e) Target agrees to use its reasonable endeavours to ensure satisfaction of the Bid Conditions set out in section 2.1(h) and 2.1(i) of **Schedule 2**.

2.11 Board appointments and board composition

Conditional upon Bidder declaring the Bid to be free from all Bid Conditions or the Bid otherwise becoming unconditional:

- (a) Mr Ron Heeks and Mr Mark Bojanjac will have the right to be appointed as additional directors on the Bidder Board (**Target Nominees**) and the Bidder Board will comprise:
 - (i) Mr Charles Bass;
 - (ii) Dr Russell Fountain;
 - (iii) Mr Ron Heeks; and
 - (iv) Mr Mark Bojanjac;
- (b) Mr Charles Bass and Dr Russell Fountain will have the right to be appointed as additional directors on the Target Board (**Bidder Nominees**) and the Target Board will comprise:
 - (i) Mr Charles Bass;
 - (ii) Dr Russell Fountain;
 - (iii) Mr Ron Heeks; and



- (iv) Mr Mark Bojanjac;
- (c) upon the acceptance by the Target Nominees of the invitation extended by Bidder in accordance with **clause 2.11(a)**, Bidder must ensure that the Bidder Board promptly appoints:
 - (i) the Target Nominees as casual or additional directors of the Bidder Board; and
 - (ii) Mr Charles Bass as the non-executive chairman of the Bidder Board; and
- (d) upon the acceptance by the Bidder Nominees of the invitation extended by Target in accordance with **clause 2.11(b)**, Target must ensure that the Target Board promptly appoints the Bidder Nominees as casual or additional directors of the Target Board.

2.12 Offer of employment

- (a) Conditional upon Bidder declaring the Bid to be free from all Bid Conditions or the Bid otherwise becoming unconditional, Bidder will appoint:
 - (i) Mr Ron Heeks as the Chief Executive Officer of Bidder; and
 - (ii) Mr John Lewis as the:
 - (A) joint Company Secretary and Chief Financial Officer of Bidder until the Bidder's first annual general meeting following the Bid; and
 - (B) sole Company Secretary and sole Chief Financial Officer of Bidder from the close of the Bidder's first annual general meeting following the Bid,under contracts of employment.
- (b) Subject to **clause 2.12(a)**, in the event that Bidder obtains control (as defined in section 50AA of the Corporations Act) of Target under or as a consequence of the Bid, Bidder will not take any action to:
 - (i) terminate the existing employment agreement of any Target employee as at the Announcement Date (except as permitted for cause under the terms of employment for such employee);
 - (ii) make any position held by an employee of Target as the Announcement Date redundant; or
 - (iii) reduce or adversely vary the terms and conditions of employment of any employee as at the Announcement Date (except in respect of the job title of such employee).
- (c) Bidder will include in the Bidder's Statement disclosure of the substantive effect of this **clause 2.12**.

3 TAKEOVER OFFER

3.1 Variation

- (a) Bidder may vary the terms of the Bid in any manner permitted by the Corporations Act provided the varied terms are no less favourable to Target Shareholders than the Agreed Bid Terms.



- (b) Other than as a result of the divestment of Target's shareholding interest in Indocoal, Bidder may adjust the offer price under the Bid by the amount of any dividends or distributions paid to holders of Target Shares after the Announcement Date.

3.2 Waiver of conditions and extension

Subject to the Corporations Act, Bidder may:

- (a) declare the Bid to be free from any Bid Condition, other than the condition set out in section 2.1(e) of **Schedule 2** (Minimum acceptance condition) which may only be waived by Bidder with the written consent of Target, not to be unreasonably withheld; and
- (b) extend the Bid at any time, with the written consent of Target (not to be unreasonably withheld or delayed).

4 COMPENSATING AMOUNT

4.1 Undertaking given by Target

Subject to **clause 4.3(a)** and the parties having released the Agreed Announcement in accordance with **clause 1.1**, Target undertakes to pay the Compensating Amount to Bidder if:

- (a) Target accepts or enters into or offers to accept or enter into, any agreement arrangement or understanding regarding a Competing Proposal for Target;
- (b) the Target Board or any Target director approves or recommends or makes an announcement or statement in support of a Competing Proposal for Target or announces an intention to do any of these acts;
- (c) the Target Board fails to make, withdraws or adversely modifies the unanimous recommendation contemplated by **clause 1.3(b)(i)**;
- (d) any member of the Target Board fails to accept or procure the acceptance of the Bid in respect of all the Target Shares that they hold or in which they have a Relevant Interest in accordance with **clause 1.3(b)(ii)(A)**;
- (e) any member of the Target Board fails to make, withdraws or adversely modifies the statement contemplated by **clause 1.3(b)(ii)(B)**;
- (f) Target or any of its directors does (or omits to do) anything (whether or not it may be permitted by the terms of this document) which results in any of the Bid Conditions being breached and Bidder does not declare the Bid Offer free of the breached condition (which Bidder is under no obligation to do);
- (g) there is a material breach of any of **clauses 1** (The Bid), **2.8** (Promote the Bid), **5** (Exclusivity), **6** (Warranties) and **7** (Additional Warranties by Target) by Target; or
- (h) Bidder terminates this document pursuant to **clauses 10.1(a)**.

4.2 Undertaking given by Bidder

Subject to **clause 4.3(b)** and the parties having released the Agreed Announcement in accordance with **clause 1.1**, Bidder undertakes to pay the Compensating Amount to Target if:

- (a) Bidder accepts or enters into or offers to accept or enter into, any agreement arrangement or understanding regarding a Competing Proposal for Bidder;



- (b) the Bidder Board or any Bidder director approves or recommends or makes an announcement or statement in support of a Competing Proposal for Bidder or announces an intention to do any of these acts;
- (c) the Bidder Board fails to make, withdraws or adversely modifies the unanimous recommendation contemplated by **clause 1.4(a)(i)**;
- (d) any member of the Bidder Board fails to vote or procure the voting of Bidder Sharers that they hold or have a Relevant Interest in favour of the Bidder Resolution as contemplated by **clause 1.4(a)(ii)**;
- (e) Bidder fails to proceed with the Bid, except as a result of:
 - (i) the occurrence of an event or circumstance which would entitle Bidder to the payment of the Compensating Amount under **clause 4.1**; or
 - (ii) the termination of this document by Bidder in accordance with **clauses 10.1 or 10.2**; or
- (f) there is a material breach of any of **clauses 1** (The Bid), **2.9** (Bidder Promote the Shareholder Approval), **5** (Exclusivity), **6** (Warranties) and **8** (Additional Warranties by Bidder) by Bidder; or
- (g) Target terminates this document pursuant to **clauses 10.1(a)**.

4.3 Exception

- (a) Notwithstanding **clause 4.1**, no Compensating Amount is payable by Target to Bidder where Target terminates this document in accordance with **clause 10.1 or 10.3**, excluding any Compensating Amount to which Bidder becomes entitled prior to the event or circumstance giving rise to the right of termination occurring.
- (b) Notwithstanding **clause 4.2**, no Compensating Amount is payable by Bidder to Target where Bidder terminates this document in accordance with **clause 10.1 or 10.2**, excluding any Compensating Amount to which Target becomes entitled prior to the event or circumstance giving rise to the right of termination occurring.

4.4 Compensating Amount

The Compensating Amount is \$100,000 plus the amount of any GST payable.

4.5 Acknowledgments

- (a) Each of Target and Bidder acknowledge and agree that the other party would not have entered into this document without this **clause 4** and that the Compensating Amount represents a reasonable amount to compensate the actual costs (including adviser costs and out of pocket expenses) and reasonable opportunity costs of the party to which it is payable.
- (b) The parties agree that this **clause 4** does not limit the rights of Target or Bidder in respect of any other claims that they may have against each other, whether under this document or otherwise.

4.6 Warranty

- (a) Bidder warrants that Target's entering into this document is necessary to induce Bidder to make the Bid.



- (b) Target warrants that Bidder's entering into this document is necessary to induce the Target Board to recommend the Bid.

4.7 Demand for payment

Any demand by either party for payment of the Compensating Amount (**Demanding Party**) must be in writing stating the circumstances giving rise to the payment and the party must pay the Compensating Amount to the Demanding Party within 5 Business Days of receipt of the demand and the Demanding Party being entitled to the Compensating Amount under **clause 4.1 or 4.2**.

4.8 Compliance with law

- (a) **Unlawful Amount** means all or any part of the payment required to be made under **clauses 4.1 or 4.2** that is found by the Takeovers Panel or a court to be unlawful, involve a breach of director's duties or to constitute Unacceptable Circumstances.
- (b) If the Takeovers Panel or a court finds an Unlawful Amount, and the period for lodging an application for review or a notice of appeal of that decision has expired without such application or notice having been lodged or if an application for review or a notice of appeal has been lodged with the Takeovers Panel or a court within the prescribed period and the relevant review Panel or court finds an Unlawful Amount, then:
 - (i) the undertaking under **clause 4.1 or 4.2** (as applicable) does not apply to the extent of the Unlawful Amount; and
 - (ii) the Demanding Party must within 3 Business Days refund any Unlawful Amount paid to the Demanding Party under this document.

4.9 Fiduciary exceptions

Notwithstanding any provision in this **clause 4**:

- (a) the undertaking in **clause 4.1** shall not apply in circumstances where Target or the Target Board is required to do or refrain from doing anything where doing or refraining from doing that thing would or is reasonably likely to, in the reasonable opinion of the Target Board, involve a breach of the duties of the directors of Target. The reasonable opinion of the Target Board must be based on specific written legal advice given by a Senior Counsel; and
- (b) the undertaking in **clause 4.2** shall not apply in circumstances where Bidder or the Bidder Board is required to do or refrain from doing anything where doing or refraining from doing that thing would or is reasonably likely to, in the reasonable opinion of the Bidder Board, involve a breach of the duties of the directors of Bidder. The reasonable opinion of the Bidder Board must be based on specific written legal advice given by a Senior Counsel.

5 EXCLUSIVITY

5.1 Cease existing discussions

- (a) Target must cease any existing discussions or negotiations relating to a Competing Proposal for Target upon the execution of this document.
- (b) Bidder must cease any existing discussions or negotiations relating to a Competing Proposal for Bidder upon the execution of this document.



5.2 No-shop restriction

During the Exclusivity Period, each party must ensure that neither it nor its directors, officers, employees, agents or advisers on its behalf directly or indirectly solicits, invites, facilitates, encourages or initiates any enquiries, negotiations or discussions, or communicates any intention to do any of these things, with a view to obtaining any expression of interest, offer or proposal from any other person:

- (a) in relation to Bidder, for a Competing Proposal for Bidder; or
- (b) in relation to Target, for a Competing Proposal for Target.

5.3 No-talk restriction

Subject to **clause 5.6**, during the Exclusivity Period, each party must ensure that neither it nor any of its directors, officers, employees, agents or advisers negotiates or enters into, continues or participates in negotiations or discussions with any other person regarding:

- (a) in relation to Bidder, a Competing Proposal for Bidder; or
- (b) in relation to Target, a Competing Proposal for Target,

even if the Competing Proposal for Bidder or Competing Proposal for Target (as the case may be):

- (a) was not directly or indirectly solicited, initiated or encouraged; or
- (b) has been publicly announced, including by a third party.

5.4 Compliance with law

- (a) If a court or the Takeovers Panel determines that any obligation of a party under this **clause 5** or any part thereof:
 - (i) constituted, or constitutes, or would constitute, a breach of fiduciary or statutory duties of the:
 - (A) Target Board or Target; or
 - (B) Bidder Board or Bidder; or
 - (ii) constituted, or constitutes, or would constitute, Unacceptable Circumstances; or
 - (iii) was, or is, or would be, unlawful for any other reason,then, to that extent, the relevant party will not be obliged to comply with the relevant obligation.
- (b) In Takeovers Panel proceedings, if the Takeovers Panel indicates to Target and Bidder or either of them that in the absence of a written undertaking pursuant to section 201A of the *Australian Securities and Investments Commission Act 2001* (Cth) it will make a declaration of Unacceptable Circumstances in relation to any party's obligations under this **clause 5** each of Bidder and Target (as the case may be) may give that undertaking on their own behalf and must give reasonable consideration to giving that undertaking if requested by the other party. Where such undertakings are given, this **clause 5** will operate in a manner consistent with the terms of such undertakings.
- (c) If the court or the Takeovers Panel consents, the primary party must allow the other party (at that other party's cost) to participate with the primary party in any action or proceedings referred to in this **clause 5.4**.



5.5 Disclosure of Competing Proposal

During the Exclusivity Period, each party must promptly notify the other in writing of:

- (a) any approach, inquiry or proposal made to, and any attempt to initiate negotiations or discussions with it or any of its representatives with respect to any bona fide Competing Proposal for Bidder or bona fide Competing Proposal for Target (as the case may be) (whether unsolicited or otherwise); or
- (b) any request for information relating to it or any of its businesses or operations or any request for access to its books or records, which it has reasonable grounds to suspect may relate to a current or future Competing Proposal for Bidder or Competing Proposal for Target (as the case may be),

which notice must include reasonable details of the applicable matter (including the identity of the third person and, if applicable, all material terms of the Competing Proposal for Bidder or Competing Proposal for Target (as the case may be)).

5.6 Exceptions

Neither party is required to comply with its obligations under **clause 5.3** in any particular case to the extent that compliance with the relevant obligation would or is reasonably likely to constitute, in the opinion of the respective party's board, based on written legal advice given by a Senior Counsel, a breach of any of the legal or fiduciary duties of the directors of that party.

5.7 Normal provision of information

Nothing in this **clause 5** prevents:

- (a) either party from providing information to its representatives;
- (b) either party from providing information required to be provided to ASX, ASIC or the Takeovers Panel (or any other Public Authority, if required by applicable law); or
- (c) Bidder or Target making presentations to, and responding to enquiries from, brokers, portfolio investors or analysts in respect of the Capital Raising, in the course of promoting the Bid or in relation to any other matter mutually agreed between by the parties.

5.8 Matching Right

If, during the Exclusivity Period, Target receives a proposal in relation to a bona fide Superior Proposal for Target, the following provisions apply:

- (a) Target must give Bidder notice in writing of that fact and that notice must provide reasonable details of the Superior Proposal for Target, including details of the proposed acquirer;
- (b) if Target gives Bidder a notice under **clause 5.8(a)**, Target agrees that it will not, until the end of the third Business Day following the receipt of that notice by Bidder enter into any legally binding agreement with respect to the Superior Proposal for Target;
- (c) if Target gives Bidder a notice under **clause 5.8(a)**, Bidder agrees that the notice will be deemed to be Confidential Information (as that term is defined in the Confidentiality Deed);



- (d) if Target gives Bidder a notice under **clause 5.8(a)**, Bidder will have the right, but not the obligation, at any time until the end of the third Business Day following receipt of the notice to:
 - (i) offer to amend the terms of the Bid; or
 - (ii) propose any other transaction,(each a **Counterproposal**), and if Bidder does so, the Target Board must review the Counterproposal in good faith and in what the Target Board considers is required to comply with its fiduciary or statutory duties, to determine whether the Counterproposal is more favourable to Target Shareholders than the Superior Proposal for Target;
- (e) if the Target Board determines, in good faith and in order to satisfy what the Target Board considers to be its fiduciary or statutory duties, that the Counterproposal is more favourable to Target Shareholders than the Superior Proposal for Target, then:
 - (i) if the Counterproposal contemplates an amendment to the Bid, the parties must enter into a document amending this document in relation to the Bid and reflecting the Counterproposal; and
 - (ii) if the Counterproposal contemplates any other transaction, Target must make an announcement or public statement as soon as reasonably practicable recommending the Counterproposal, in the absence of a more favourable proposal, and the parties must pursue implementation of the Counterproposal in good faith; and
- (f) for the purposes of this **clause 5.8**, each material successive modification of any Competing Proposal for Target in relation to a Superior Proposal for Target will be deemed to constitute a new proposal and the provisions of this **clause 5.8** will apply to each such new proposal.

6 WARRANTIES

Each party represents and warrants that, subject to the terms of this document:

- (a) it is duly incorporated under the laws of the place of its incorporation;
- (b) it has the power and authority to enter into this document and perform and observe all its terms;
- (c) this document constitutes its legal, valid and binding agreement enforceable against it in accordance with its terms;
- (d) it is not bound by any contract which may restrict its right or ability to enter into or perform the agreement contained in this document; and



- (e) no resolutions have been passed and no other step has been taken or legal proceedings commenced or threatened against it for its winding up or dissolution or for the appointment of a liquidator, receiver, administrator or similar officer over any or all of its assets and no regulatory action has been taken which would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfill its obligations under this document.

7 ADDITIONAL WARRANTIES BY TARGET

Target represents and warrants to Bidder that:

- (a) Part A of **Schedule 4** accurately records the total number and details of Target Shares on issue as at the date of this document. There are no other shares, options, notes or other securities of Target and no rights to be issued such shares, options, notes or other securities other than the Target Shares to be issued pursuant to the Capital Raising;
- (b) as at the date it is provided to Bidder, to the best knowledge of the Target Board, the Target Due Diligence Information is true and accurate in all material respects and Target has not knowingly or recklessly:
 - (i) omitted from the Target Due Diligence Information, information, the disclosure of which might reasonably be expected to have resulted in Bidder not entering into this document, or entering into it on materially different terms;
 - (ii) omitted anything from the Target Due Diligence Information such as to make any part of that information materially false or misleading;
 - (iii) included anything materially false or misleading in the Target Due Diligence Information; or
 - (iv) denied access to requested information with the intention of misleading Bidder;
- (c) Target or a subsidiary of Target will not before the earlier of the termination of this document or the end of the Bid Offer Period:
 - (i) breach, terminate or vary any material agreement to which Target or a subsidiary of Target is a party; or
 - (ii) release, discharge or modify any substantial obligation owed to it by any person, firm or corporation or agreed to do so;
- (d) all financial accounts and reports forming part of the Target Due Diligence Information:
 - (i) have been prepared in accordance with applicable laws and generally accepted accounting standards; and
 - (ii) give a true and fair view of the financial position and affairs of Target at their applicable dates;
- (e) there are no agreements, arrangements, understandings, actions, events or occurrences affecting Target, the carrying on of the business of Target or that are material to the operations or future operations of Target that have not been fully disclosed to Bidder prior to the date of this document;



- (f) there are no agreements, arrangements or understandings affecting Target or the carrying on of the business of Target that are outside the ordinary and proper course of business or otherwise containing any unusual, abnormal or onerous provisions that have not been fully disclosed to Bidder prior to the date of this document;
- (g) to the best of Target's knowledge, information and belief, every material contract, instrument or other commitment to which a Target or a subsidiary of Target is a party is valid and binding according to its terms and no party to any such commitment or contract is in material default under the terms of that commitment or contract;
- (h) Target is conducting its business in compliance in all material respects with all applicable laws and all necessary licences, consents, registrations, approvals, permits and authorisations necessary for the carrying on of the business of Target;
- (i) there are no material actions, suits, arbitrations, mediations, conciliation or administrative proceedings taking place, pending or to Target's knowledge threatened against Target or any of its subsidiaries; and
- (j) it is not aware of any act, omission, event or fact that would result in one or more of the Bid Conditions being breached.

8 ADDITIONAL WARRANTIES FROM BIDDER

Bidder represents and warrants to Target that:

- (a) Part B of **Schedule 4** accurately records the total number and details of Bidder Shares and Bidder Options on issue as at the date of this document. There are no other shares, options, notes or other securities of Bidder and no rights to be issued such shares, options, notes or other securities;
- (b) as at the date it is provided to Bidder, to the best knowledge of the Bidder Board, the Bidder Due Diligence Information is true and accurate in all material respects and Bidder has not knowingly or recklessly:
 - (i) omitted from the Bidder Due Diligence Information, information, the disclosure of which might reasonably be expected to have resulted in Target not entering into this document, or entering into it on materially different terms;
 - (ii) omitted anything from the Bidder Due Diligence Information such as to make any part of that information materially false or misleading;
 - (iii) included anything materially false or misleading in the Bidder Due Diligence Information; or
 - (iv) denied access to requested information with the intention of misleading Target;
- (c) it is not aware of any act, omission, event or fact that would result in one or more of the Bid Conditions being breached;
- (d) Bidder or a subsidiary of Bidder will not before the earlier of the termination of this document or the end of the Bid Offer Period:
 - (i) breach, terminate or vary any material agreement to which Bidder or a subsidiary of Bidder is a party; or



- (ii) release, discharge or modify any substantial obligation owed to it by any person, firm or corporation or agreed to do so;
- (e) it has complied with ASX Listing Rule 3.1 in relation to continuous disclosure and has (to the extent necessary to date) and will continue to comply with Division 4 of Part 6.5 and Chapter 6B of the Corporations Act;
- (f) all financial accounts and reports forming part of the Bidder Due Diligence Information:
 - (i) have been prepared in accordance with applicable laws and generally accepted accounting standards; and
 - (ii) give a true and fair view of the financial position and affairs of Bidder at their applicable dates;
- (g) there are no material agreements, arrangements, understandings, actions, events or occurrences affecting Bidder, the carrying on of the business of Bidder or that are material to the operations or future operations of Bidder that have not been disclosed in accordance with ASX Listing Rule 3.1;
- (h) there are no material agreements, arrangements or understandings affecting Bidder or the carrying on of the business of Bidder that are outside the ordinary and proper course of business or otherwise containing any unusual, abnormal or onerous provisions that have not been disclosed in accordance with ASX Listing Rule 3.1;
- (i) to the best of Bidder's knowledge, information and belief, every material contract, instrument or other commitment to which a Bidder or a subsidiary of Bidder is a party is valid and binding according to its terms and no party to any such commitment or contract is in material default under the terms of that commitment or contract;
- (j) Bidder is conducting its business in compliance in all material respects with all applicable laws and all necessary licences, consents, registrations, approvals, permits and authorisations necessary for the carrying on of the business of Bidder; and
- (k) there are no material actions, suits, arbitrations, mediations, conciliation or administrative proceedings taking place, pending or to Bidder's knowledge threatened against Target or any of its subsidiaries.

9 ANNOUNCEMENTS

9.1 No Announcement

Neither party may make an announcement relating to the subject matter of this document or its termination or make public this document (or any of its terms) unless the announcement or publication:

- (a) is required by this document;
- (b) has the prior approval of the other party; or
- (c) is required to be made by any applicable law or the listing rules applicable to the party.



9.2 Notice of Announcement

If a party is required to make an announcement under **clause 9.1(c)**, it must, to the extent practicable without that party breaching any applicable law, give to the other party:

- (a) such notice as is reasonable in the circumstances of its intention to make the announcement; and
- (b) a draft of the announcement and an opportunity, which is reasonable in the circumstances, to comment on the contents of the draft announcement.

9.3 Announcement in respect of non-related matters

If a party is required to make an announcement by any applicable law or the listing rules applicable to the party in respect of any matter other than in respect of the Bid, that party must, to the extent practicable without that party breaching any applicable law, give to the other party such notice as is reasonable in the circumstances of its intention to make the announcement.

10 TERMINATION

10.1 Termination rights

This document may be terminated by either party by notice to the other party:

- (a) if the other party is in material breach of this document and that breach is not remedied by that other party within 5 Business Days of it receiving notice from the first party of the details of the breach and the first party's intention to terminate;
- (b) if a court or other Public Authority issues a final and non appealable order or ruling or takes an action which permanently restrains or prohibits the Bid Offer; or
- (c) if Bidder withdraws the Bid for any reason including a non-satisfaction of a Bid Condition.

10.2 Termination by Bidder

This document may be terminated by Bidder by written notice to Target if:

- (a) a Superior Proposal for Target is made or publicly announced by a third party;
- (b) any member of the Target Board fails to make, withdraws or adversely modifies the unanimous recommendation contemplated by **clause 1.3(b)(i)**;
- (c) any member of the Target Board fails to accept or procure the acceptance of the Bid in respect of all the Target Shares that they hold or in which they have a Relevant Interest in accordance with **clause 1.3(b)(ii)(A)**; or
- (d) any member of the Target Board fails to make, withdraws or adversely modifies the statement contemplated by **clause 1.3(b)(ii)(B)**.

10.3 Termination by Target

This document may be terminated by Target by written notice to Bidder if:

- (a) a Superior Proposal for Bidder is made or publicly announced by a third party;
- (b) a Bidder Prescribed Occurrence occurs;
- (c) a Bidder Material Adverse Change occurs;



- (d) any member of the Bidder Board fails to make, withdraws or adversely modifies the unanimous recommendation contemplated by **clause 1.4(a)(i)**;
- (e) any member of the Bidder Board fails to vote or procure the voting of Bidder Shares that they hold or have a Relevant Interest in favour of the Bidder Resolution as contemplated by **clause 1.4(a)(ii)**;
- (f) the Bidder Resolution is not approved at the Bidder Shareholders' Meeting on or before 31 March 2013 (or such later date as the parties may agree acting reasonably); or
- (g) any of the events or circumstances in the Bid Conditions in section 2.1(j), 2.1(k), 2.1(l) or 2.1(m) of **Schedule 2** occur in relation to Bidder if references in those Bid Conditions:
 - (i) to Target were references to Bidder; and
 - (ii) to Bidder were references to Target.

10.4 Effect of termination

In the event that a party terminates this document under this **clause 10** or if this document otherwise terminates in accordance with its terms:

- (a) each party will be released from its obligations under this document except its obligations under **clauses 4** (Compensating Amount), **12** (General) and **13** (Interpretation);
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this document; and
- (c) in all other respects, all future obligations of the parties under this document will immediately terminate and be of no further force or effect, including, without limitation, any further obligations in respect of the Bid.

11 AMENDMENT AND ASSIGNMENT

11.1 Amendment

This document can only be amended or replaced by another document executed by the parties.

11.2 Assignment

A party may only assign, declare a trust over or otherwise deal with its rights under this document with the written consent of the other party.

12 GENERAL

12.1 Governing law

- (a) This document is governed by the law of Western Australia.
- (b) Each party submits to the jurisdiction of the courts of Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

12.2 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.



12.3 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

12.4 No partnership or agency

Nothing in this document is to be treated as creating a partnership and, except as specifically provided in this document, no party may act as agent of or in any way bind another party to any obligation.

12.5 Operation of this document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

12.6 GST

- (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) If Target pays Bidder the Compensating Amount under this document and that gives rise to a liability for GST, Target must pay and indemnify Bidder on demand against the amount of that GST.
- (c) If Bidder pays Target the Compensating Amount under this document and that gives rise to a liability for GST, Bidder must pay and indemnify Target on demand against the amount of that GST.
- (d) If a party provides a payment for or any satisfaction of a claim or a right to claim under or in connection with this document (for example, for a breach of any warranty or under an indemnity) that gives rise to a liability for GST, the provider must pay, and indemnify the recipient on demand against, the amount of that GST.
- (e) If a party has a claim under or in connection with this document for a cost on which that party must pay an amount for GST, the claim is for the cost plus the amount for GST (except any amount for GST for which that party is entitled to an input tax credit).

12.7 No merger

No provisions of this document merge on the Bid being publicly announced and made.



12.8 Time of the essence

Time is of the essence in this document.

12.9 Notices

- (a) A notice, consent or other communication under this document is only effective if it is:
 - (i) in writing, signed by or on behalf of the person giving it;
 - (ii) addressed to the person to whom it is to be given; and
 - (iii) either:
 - (A) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
 - (B) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.
- (b) A notice, consent or other communication that complies with this clause is regarded as given and received:
 - (i) if it is delivered or sent by fax or email:
 - (A) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (B) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
 - (ii) if it is sent by mail:
 - (A) within Australia - 3 Business Days after posting; or
 - (B) to or from a place outside Australia - 7 Business Days after posting.
- (c) A person's address and fax number are those set out below, or as the person notifies the sender:

Target

Address: Level 1
278 Stirling Highway
Claremont
Western Australia 6010

Email address: jlewis@worldwidemining.com.au

Attention: Company Secretary



Bidder

Address: Geopacific Resources NL
Suite 6, 125 Melville Parade
COMO WA 6152

Fax number: +61 8 6210 16822

Email address: brett.rowe@bassgroup.com.au

Attention: Company Secretary

12.10 Counterparts

This document may be executed in counterparts.

13 INTERPRETATION

13.1 Definitions

The following definitions apply in this document.

Agreed Announcement means the joint announcement agreed by the parties in relation to the Bid.

Agreed Bid Terms means the terms set out in **Schedule3**.

Announcement Date means the date of release of the Agreed Announcement.

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given in section 12(2) of the Corporations Act.

ASX means ASX Limited or the Australian Securities Exchange, as appropriate.

ASX Listing Rules means the listing rules of the ASX.

Bid means a takeover bid under Chapters 6 to 6C of the Corporations Act under which Bidder offers to acquire all Target Shares on terms no less favorable to Target Shareholders than the Agreed Bid Terms.

Bidder Board means the board of directors of Bidder from time to time.

Bid Conditions means the conditions to the Bid Offer which are set out in **Schedule 2**.

Bidder Due Diligence Information means all written information (including in electronic form) relating to the business, assets, liabilities, operations, profits and losses, financial position and performance and prospects of Bidder provided by Bidder to Target during the Due Diligence Period.

Bidder Material Adverse Change means any event or occurrence during the Condition Period, which is discovered, is announced or becomes known to Bidder (whether or not it becomes public) which has or could reasonably be expected to have a materially adverse effect on the:

- (a) assets, liabilities, financial position, performance, profitability or prospects of Bidder and its subsidiaries taken as a whole or of any of them; or
- (b) status or terms of (or rights attaching to) any material Approvals from Public Authorities applicable to Bidder or any of its subsidiaries,

including without limitation:



- (c) any creditor demanding repayment of a debt of \$100,000 or more; and
- (d) any person accelerating or adversely modifying the performance of any obligations of Bidder or any of its subsidiaries under any material agreements, contracts or other legal arrangements,

but does not include any change:

- (e) fairly disclosed to Target on or before the date of this document (including as a result of disclosures made to ASX);
- (f) occurring as a result of any matter, event or circumstance required by this document, the Bid or the transactions contemplated by them; or
- (g) approved in writing by Target.

Bid Offer means each offer to acquire all Target Shares on issue during the Bid Offer Period to be made by Bidder to each Target Shareholder under the Bid on terms consistent with this document.

Bid Offer Period means the period during which the Bid Offer is open for acceptance.

Bidder Prescribed Occurrence means any of the following:

- (a) Bidder converts all or any of its shares into a larger or smaller number of shares;
- (b) Bidder or a subsidiary of Bidder resolves to reduce its share capital in any way;
- (c) Bidder or a subsidiary of Bidder:
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (d) Bidder or a subsidiary of Bidder issues shares (other than Bidder Shares upon the exercise of Bidder Options) or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (e) Bidder or a subsidiary of Bidder issues, or agrees to issue, convertible notes;
- (f) Bidder or a subsidiary of Bidder disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) Bidder or a subsidiary of Bidder charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (h) Bidder or a subsidiary of Bidder resolves to be wound up;
- (i) the appointment of a liquidator or provisional liquidator of Bidder or of a subsidiary of Bidder;
- (j) a court makes an order for the winding up of Bidder or of a subsidiary of Bidder;
- (k) an administrator of Bidder, or of a subsidiary of Bidder, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) Bidder or a subsidiary of Bidder executes a deed of company arrangement; or
- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Bidder or of a subsidiary of Bidder,

provided that a Bidder Prescribed Occurrence will not include any matter:



- (n) fairly disclosed to Target on or before the date of this document (including as a result of disclosures made to ASX);
- (o) occurring as a result of any matter, event or circumstance required by this document, the Bid or the transactions contemplated by them; or
- (p) approved in writing by Target.

Bidder Resolution means the resolution required for the purpose of ASX Listing Rule 11.1.2 to implement the acquisition of Target through the Bid.

Bidder Share means a fully paid ordinary share in the capital of Bidder.

Bidder Shareholder means a holder of a Bidder Share.

Bidder Shareholders' Meeting means the meeting of Bidder Shareholders to be held to approve the Bidder Resolution.

Bidder's Statement means the bidder's statement to be issued by Bidder in respect to the Bid.

Business Day means a day (other than Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.

Capital Raising means the capital raising to be undertaken by Target to raise not less than \$1,200,000 and not more than \$1,500,000 through the issue of not less than 12,000,000 and not more than 15,000,000 Target Shares at \$0.10 per Target Share.

Compensating Amount has the meaning given to it in **clause 4.4**.

Competing Proposal for Bidder means any proposal (including a scheme of arrangement) or offer that would if completed substantially in accordance with its terms, result in:

- (a) any person or persons (other than pursuant to the Bid) acquiring:
 - (i) an interest in all or a substantial part of the assets of Bidder;
 - (ii) a Relevant Interest in more than 20% of the voting shares of Bidder; or
 - (iii) control of Bidder within the meaning of section 50AA of the Corporations Act; or
- (b) Bidder and another person or persons (other than Bidder or one of Bidder's Associates) operating under a dual listed company, or similar structure.

Competing Proposal for Target means any proposal (including a scheme of arrangement) or offer that would if completed substantially in accordance with its terms, result in:

- (a) any person or persons other than Bidder or one of Bidder's Associates acquiring:
 - (i) an interest in all or a substantial part of the assets of Target;
 - (ii) a Relevant Interest in more than 20% of the voting shares of Target; or
 - (iii) control of Target within the meaning of section 50AA of the Corporations Act; or
- (b) Target and another person or persons (other than Target or one of Target's Associates) operating under a dual listed company, or similar structure.

Condition Period means the period beginning on the Announcement Date and ending at the end of the Bid Offer Period.

Confidentiality Deed means the confidentiality deed dated on or around 5 November 2012 between Bidder and Target.



Corporations Act means the *Corporations Act 2001* (Cth) as modified by any relevant exemption or declaration by ASIC.

Due Diligence Period means the period commencing on or around 17 December 2012 and expiring at 11.59pm on 31 December 2012.

Exclusivity Period means the period commencing from the date of this document to the earlier of:

- (a) expiry of the Bid Offer Period;
- (b) the date that this document is terminated; or
- (c) the time that Bidder Shareholders fail to pass the Bidder Resolution at the Bidder Shareholders' Meeting or 31 March 2013 (whichever occurs first).

Indocoal means Indonesian Coal Limited ABN 31 152 443 082.

Notice of Meeting means the notice of meeting and accompanying explanatory statement to be issued by the Bidder in respect of the Bidder Shareholders' Meeting.

Public Authority means any government or any governmental, semi-governmental, administrative, statutory or judicial entity or authority, or any minister, department, office or delegate of any government, whether in Australia or elsewhere. It also includes any self-regulatory organisation established under statute and any stock exchange.

Record Date means the date set by Bidder pursuant to section 633(2) of the Corporations Act.

Relevant Interest has the same meaning as given in sections 608 and 609 of the Corporations Act.

Superior Proposal for Bidder means a Competing Proposal for Bidder that in the determination of the Bidder Board acting in good faith:

- (a) is reasonably capable of being valued and completed, taking into account both the nature of the Competing Proposal for Bidder and the person or persons making it; and
- (b) is more favourable to Bidder Shareholders than the Bid, taking into account all terms and conditions of the Competing Proposal for Bidder,

provided that a financial adviser, independent of the Bidder Board, has provided a written opinion to the Bidder Board which supports the determination of the matters in paragraphs (a) and (b) above.

Superior Proposal for Target means a Competing Proposal for Target that in the determination of the Target Board acting in good faith:

- (a) is reasonably capable of being valued and completed, taking into account both the nature of the Competing Proposal for Target and the person or persons making it; and
- (b) is more favourable to Target Shareholders than the Bid, taking into account all terms and conditions of the Competing Proposal for Target,

provided that a financial adviser, independent of the Target Board, has provided a written opinion to the Target Board which supports the determination of the matters in paragraphs (a) and (b) above.

Target Board means the board of directors of Target from time to time.

Target Constitution means the constitution of Target.



Target Due Diligence Information means all written information (including in electronic form) relating to the business, assets, liabilities, operations, profits and losses, financial position and performance and prospects of Target provided by Target to Bidder during the Due Diligence Period.

Target Share means a fully paid ordinary share in the capital of Target.

Target Shareholder means a holder of a Target Share.

Target's Statement means the target's statement to be issued by Target in respect of the Bid.

Unacceptable Circumstances has the meaning given in section 657A of the Corporations Act.

13.2 Rules for interpreting this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) Words and phrases which are defined by the Corporations Act have the same meaning in this document. If a special meaning is given for the purposes of Chapter 6 or 6A or a provision of Chapter 6 or 6A of the Corporations Act the word or phrase has that meaning.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
 - (v) anything (including a right, obligation or concept) includes each part of it; and
 - (vi) a reference to \$ is to the lawful currency in Australia unless otherwise stated.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes the other genders.
- (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.



- (g) All references to time are references to the time in Perth, Western Australia.



1 SCHEDULE 1 – INDICATIVE TIMETABLE

Date	Action
2 January 2013	Release of Agreed Announcement
4 January 2013	Target despatches to Target Shareholders' Notice of Meeting regarding divestment of shareholding interest in Indocoal
14 January 2013	Bidder provides advanced draft Bidder's Statement and Notice of Meeting to Target under clause 2.2(a) Target provides advanced draft Target's Statement to Bidder
14 January 2013	Notice of Meeting lodged with ASX in draft
21 January 2013	Bidder lodges Bidder's Statement with ASIC and ASX and serves it on Target Target lodges Target's Statement with ASIC and ASX and serves it on Bidder
21 January 2013	Bidder despatches Notice of Meeting to Bidder Shareholders
28 January 2013	Bidder despatches Bidder's Statement to Target Shareholders Target despatches Target's Statement to Target Shareholders
28 January 2013	Target Shareholders' meeting to approve divestment of shareholding interest in Indocoal
29 January 2013	Offer opens
25 February 2013	Bidder Shareholders' Meeting
5 March 2013	Close of Offer (unless extended)



2 SCHEDULE 2 – BID CONDITIONS

2.1 The Offer is subject to the following conditions:

(a) Bidder Shareholder approval

Bidder Shareholder approval of the acquisition of up to all Target Shares for the purposes of and in accordance with ASX Listing Rule 11.1.2 and for all other purposes.

(b) Divestment of Indocoal

Target divesting its shareholding interest in Indocoal by making a pro-rata in specie distribution of the shares it holds in Indocoal to Target shareholders on or before 28 February 2013 in accordance with sections 256B and 256C of the Corporations Act.

(c) Legal opinion on tenure

During the Condition Period, Target receiving a legal opinion from a suitably qualified lawyer in Cambodia that Golden Resources is the registered holder and legal owner of the Licence, and that, other than in relation to the interests of Target's joint venture partner Petrochemicals:

- (i) the Licence is not subject to any registered mortgage, charge, pledge, lien, hypothecation or title retention arrangement;
- (ii) to the best of the lawyer's knowledge having made due enquiry, the Licence is not subject to any other interest in or right over property (including a right to set off or withhold payment of a deposit or other money);
- (iii) to the best of the lawyer's knowledge having made due enquiry, the Licence is not subject to any other thing that prevents, restricts or delays the exercise of a right over property, the use of property or the registration of an interest in or dealing with property;
- (iv) to the best of the lawyer's knowledge having made due enquiry, there has been no breach of a term or condition of the Licence or breach of a law relating to the Licence which could result in the loss, forfeiture or surrender of the Licence;
- (v) any and all fees, royalties and/or minimum expenditures required by a Public Authority in relation to the Licence have been paid ; and
- (vi) the area of land subject to the Licence is capable of being transferred or otherwise registered in the name of the Target or its nominee.

(d) Target capital raising

Target raising not less than \$1,200,000 and not more than \$1,500,000 in additional equity capital by issuing not less than 12,000,000 and not more than 15,000,000 Target Shares at \$0.10 per Target Share (**Capital Raising**), such that Target has a maximum of 53,700,000 Target Shares on issue following completion of the capital raising.

(e) Minimum acceptance condition



During, or at the end of, the Offer Period the number of Target Shares in which Bidder and its associates together have Relevant Interests is at least 90% of all the Target Shares.

(f) No prescribed occurrences

None of the following events happens during the period beginning on the date the Bidder's Statement is given to Target and ending at the end of the Offer Period:

- (i) Target converts all or any of its shares into a larger or smaller number of shares;
- (ii) Target or a subsidiary of Target resolves to reduce its share capital in any way;
- (iii) Target or a subsidiary of Target:
 - (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) Target or a subsidiary of Target issues shares or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (v) Target or a subsidiary of Target issues, or agrees to issue, convertible notes;
- (vi) Target or a subsidiary of Target disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (vii) Target or a subsidiary of Target charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (viii) Target or a subsidiary of Target resolves to be wound up;
- (ix) the appointment of a liquidator or provisional liquidator of Target or of a subsidiary of Target;
- (x) a court makes an order for the winding up of Target or of a subsidiary of Target;
- (xi) an administrator of Target, or of a subsidiary of Target, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (xii) Target or a subsidiary of Target 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 Target or of a subsidiary of Target,

provided that it will not include any occurrence:

- (xiv) fairly disclosed to Bidder on or before the date of the Bid Implementation Agreement;
- (xv) occurring as a result of any matter, event or circumstance required by the Bid Implementation Agreement, the Bid or the transactions contemplated by them; or
- (xvi) approved in writing by Bidder.



- (g) No prescribed occurrences between Announcement Date and service
- None of the events listed in sub-sections (i) to (xiii) of section 2.1(f) happens during the period beginning on the Announcement Date and ending at the end of the day before the Bidder's Statement is given to Target.
- (h) No action by Public Authority adversely affecting the Bid
- During the Condition Period:
- (i) there is not in effect any preliminary or final decision, order or decree issued by a Public Authority;
 - (ii) no action or investigation is instituted, or threatened by any Public Authority with respect to Target or any subsidiary of Target; or
 - (iii) no application is made to any Public Authority (other than an application by Bidder or any company within the Bidder Group or an application under section 657G of the Corporations Act),
- in consequence of, or in connection with, the Bid, which restrains or prohibits or threatens to restrain or prohibit, or may otherwise materially adversely impact upon, the making of the Bid or the completion of any transaction contemplated by the Bidder's Statement or seeks to require the divestiture by Bidder of any Target Shares, or the divestiture of any assets by Target or by any subsidiary of Target or by any company within the Bidder Group.
- (i) Approvals by Public Authorities
- During the Condition Period, all Approvals or consents which are required by law or any Public Authority or imposed by ASX, ASIC or the Takeovers Panel:
- (i) to permit the Offer to be made to and accepted by Target shareholders; or
 - (ii) as a result of the Offer or the successful acquisition of the Target Shares and which are necessary for the continued operation of the business of Target and its subsidiaries or of Bidder and its subsidiaries,
- are granted, given, made or obtained on an unconditional basis and remain in force in all respects and there is no notice or indication of intention to revoke, suspend, restrict, modify or not renew those Approvals.
- (j) No material acquisitions, disposals, etc.
- Except for any proposed transaction notified in writing by Target to Bidder before the Announcement Date (including those transactions contemplated by the Bid Implementation Agreement) and the divestment of Target's shareholding interest in Indocoal in accordance with condition 2.1(b), none of the following events occur during the Condition Period without the written consent of Bidder (not to be unreasonably withheld or delayed):
- (i) Target, or any subsidiary of Target, acquires, offers to acquire or agrees to acquire one or more companies or assets (or an interest in one or more companies or assets) for an amount in aggregate greater than \$50,000;
 - (ii) Target, or any subsidiary of Target, disposes, offers to dispose or agrees to dispose of, or creates, or offers to create an equity interest in one or



more companies or assets (or an interest in one or more companies or assets) for an amount in aggregate greater than \$50,000;

- (iii) Target, or any subsidiary of Target, enters into, offers to enter into or announces that it proposes to enter into any joint venture or partnership or dual listed company structure; or
- (iv) Target, or any subsidiary of Target, incurs or commits to, or grants to another person a right the exercise of which would involve Target or any subsidiary of Target incurring or committing to any capital expenditure or liability for one or more related items of greater than \$50,000.

(k) No material failings in filings

Bidder does not become aware, during the Condition Period, that any document filed by or on behalf of Target with ASIC or any other Public Authority contains a statement which is incorrect or misleading in any material particular or from which there is a material omission which would have or could be reasonably expected to have a material adverse effect on the value of Target.

(l) No break fees

- (i) Subject to section 2.1(l)(ii) of this Schedule 2, during the Condition Period none of Target, and any body corporate which is or becomes a subsidiary of Target, pays or provides or agrees (whether conditionally or contingently) to pay or provide any benefit to any person, or foregoes or otherwise reduces any payment or benefit or agrees to forgo or reduce any payment or benefit to which it would otherwise be entitled, in connection with any person making or agreeing to participate in, or enter into negotiations concerning:

- (A) a takeover offer for Target or any body corporate which is or becomes a subsidiary of Target; or
- (B) any other proposal to acquire any interest (whether equitable, legal, beneficial or economic) in shares in, or assets of, Target or any body corporate which is or becomes a subsidiary of Target, or to operate Target as a single economic entity with another body corporate.

- (ii) Section 2.1(l)(i) of this Schedule 2 does not apply to a payment, benefit or agreement:

- (A) for providing professional advisory services to Target;
- (B) which is approved in writing by Bidder;
- (C) which is contemplated by the Bid Implementation Agreement; or
- (D) which is made to, provided to, owed by or made with Bidder.

(m) Conduct of Target's business

Except as contemplated by the Bid Implementation Agreement, during the Condition Period, none of Target, or any body corporate which is or becomes a subsidiary of Target, without the written consent of Bidder:



- (i) declares, or distributes any dividend, bonus or other share of its profits or assets other than to enable the divestment of Target's shareholding interest in Indocoal in accordance with condition 2.1(b);
- (ii) issues or grants options over, or agrees to issue or grant options over, or otherwise makes any commitments regarding any shares or other securities, or alters its capital structure or the rights attached to any of its shares or other securities, or issues or agrees to issue any convertible notes;
- (iii) makes any changes in its constitution or passes any special resolution other than to enable the divestment of Target's shareholding interest in Indocoal in accordance with condition 2.1(b);
- (iv) gives or agrees to give any Encumbrance over any of its assets otherwise than in the ordinary course of business;
- (v) borrows or agrees to borrow any money (except for temporary borrowing from its bankers in the ordinary course of business), provided that from the expiry of the 6 month period commencing on the Announcement Date to the end of the Condition Period, Target may do so but only after first providing Bidder the opportunity to lend those monies to Target;
- (vi) makes or agrees to make any loans, advances or capital contributions to, or investments in, any other person;
- (vii) releases, discharges or modifies any substantial obligation to it of any person, firm or corporation or agrees to do so;
- (viii) has materially breached, terminated or materially varied any material agreement to which Target or a subsidiary of Target is a party;
- (ix) has appointed any additional director to its board of directors whether to fill a casual vacancy or otherwise;
- (x) enters or agrees to enter into any contract of service or varies or agrees to vary any existing contract of service with any director or manager, or pays or agrees to pay any retirement benefit or allowance to any director, manager or other employee, or makes or agrees to make any substantial change in the basis or amount of remuneration of any director, manager or other employee (except as required by law or provided under any superannuation, provident or retirement scheme as in effect on the Announcement Date);
- (xi) conducts its business otherwise than in the ordinary course;
- (xii) has threatened or commenced against it any material claims or proceedings in any court or tribunal (including a petition for winding up or an application for appointment of a receiver or receiver and manager); or
- (xiii) executes a deed of company arrangement or passes any resolution for liquidation, or has appointed or becomes susceptible to the appointment of an administrator, a receiver, a receiver and manager or a liquidator, or becomes subject to investigation under the *Australian Securities and Investments Commission Act 2001* (Cth) or any corresponding legislation.



(n) No material adverse change to Target

During the Condition Period, no change occurs, is discovered, is announced or becomes known to Bidder (whether or not it becomes public) which has or could reasonably be expected to have a materially adverse effect on the:

- (i) assets, liabilities, financial position, performance, profitability or prospects of Target and its subsidiaries taken as a whole or of any of them; or
- (ii) status or terms of (or rights attaching to) any material Approvals from Public Authorities applicable to Target or any of its subsidiaries,

including without limitation:

- (iii) any creditor demanding repayment of a debt of \$50,000 or more; and
- (iv) any person accelerating or adversely modifying the performance of any obligations of Target or any of its subsidiaries under any material agreements, contracts or other legal arrangements,

but does not include any change:

- (v) fairly disclosed to Bidder on or before the date of the Bid Implementation Agreement;
- (vi) occurring as a result of any matter, event or circumstance required by the Bid Implementation Agreement, the Bid or the transactions contemplated by them; or
- (vii) approved in writing by Bidder.

(o) No change of control rights

During the Condition Period, there is no person having any rights or being entitled to have any rights, as a result of any change of control event in respect of Target (including Bidder acquiring Target Shares) or any of its subsidiaries or assets, to:

- (i) terminate or alter any contractual relations between any person and Target or any of its subsidiaries (for this purpose an alteration includes of the operations 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 interest or asset, corporate body, joint venture or other entity; or
- (iii) accelerate or adversely modify the performance of any obligations of Target or any of its subsidiaries under any agreements, contracts or other legal arrangements,

however, this condition only applies:

- (vii) to the Sale Agreement;
- (viii) to the shareholders' agreement dated 14 December 2012 entered into by Worldwide and Petrochemicals; or
- (ix) where the effect of the action in sub-sections (i) to (iii) would result in a reduction of Target's assets by an amount in aggregate greater than \$50,000 or result in Target increasing its liabilities by an amount in aggregate greater than \$50,000.



(h) Escrow

Each member of the Target Board and each of their associates entering into either voluntary escrow agreements, pursuant to which they agree not dispose of, or agree to offer or dispose of the Bidder Shares they are to receive in consideration for the Target Shares in which they have a Relevant Interest for a period of 12 months from the date of issue of the respective Bidder Shares.

2.2 Definitions

Announcement Date means the date of the joint announcement agreed by the parties in relation to the Bid by Bidder for Target.

Approval means a licence, tenement, authority, consent, approval, order, exemption, waiver, ruling or decision.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Listing Rules means the listing rules of the ASX.

Bid means a takeover bid under Chapters 6 to 6C of the Corporations Act under which Bidder offers each Target Shareholder 1 Bidder Share for every 1 Target Share held.

Bidder means Geopacific Resources NL ABN 57 003 208 393.

Bidder Group means Bidder and its related bodies corporate (as defined in the Corporations Act).

Bid Implementation Agreement means the bid implementation agreement entered into by Bidder and Target on or prior to the Announcement Date.

Bidder Share means a fully paid ordinary share in the capital of Bidder.

Bidder's Statement means the bidder's statement to be issued by Bidder in respect to the Bid.

Condition Period means the period beginning on the Announcement Date and ending at the end of the Offer Period (each inclusive).

Corporations Act means the *Corporations Act 2001* (Cth).

Encumbrance means:

- (a) a mortgage, charge, pledge, lien, hypothecation or a title retention arrangement;
- (b) a notice under section 255 of the *Income Tax Assessment Act 1936* (Cth), subdivision 260-A in schedule 1 to the *Taxation Administration Act 1953* (Cth) or any similar legislation;
- (c) any other interest in or right over property (including a right to set off or withhold payment of a deposit or other money);
- (d) any other thing that prevents, restricts or delays the exercise of a right over property, the use of property or the registration of an interest in or dealing with property; or
- (e) an agreement to create anything referred to above or to allow any of them to exist.

Golden Resource means Golden Resource Development Co., Ltd a corporation established and existing pursuant to and by virtue of the laws of the Kingdom of Cambodia, having its



principal office at No 106, Street 432, Sangkat Toul Tompong 2, Khan Chamkarmorn, Phnom Penh, Cambodia.

Indocoal means Indonesian Coal Limited ABN 31 152 443 082.

Licence has the meaning given to that term in Recital A of the Sale Agreement.

Offer means the offer to acquire Target Shares to be made by Bidder to Target shareholders under the Bid.

Offer Period means the period during which the Offer is open for acceptance.

Petrochemicals means Petrochemicals (Cambodia) Refinery Ltd a corporation established and existing pursuant to and by virtue of the laws of the Kingdom of Cambodia, having registered company number Co1205KH/2011, whose principal office is at 246 Preah Monivong Blvd, Sangkat Boeung Raing, Khan Daun Penh, Phnom Penh, Cambodia.

Public Authority means any government or any governmental, semi-governmental, administrative, statutory or judicial entity or authority, or any minister, department, office or delegate of any government, whether in Australia or elsewhere. It also includes any self-regulatory organisation established under statute and any stock exchange.

Relevant Interest has the same meaning as given in sections 608 and 609 of the Corporations Act.

Sale Agreement means the Sale Agreement for Cambodian Mining Licence dated 14 December 2012 between Golden Resource Development Co., Ltd, Petrochemicals (Cambodia) Refinery Ltd and Target.

Target means Worldwide Mining Projects Limited ABN 42 145 367 862.

Target Shares means fully paid ordinary shares issued in the capital of Target.



3 SCHEDULE 3 – AGREED BID TERMS

3.1 Offer Price

Bidder offers to each Target Shareholder 1 Bidder Share for every 1 Target Share held.

3.2 Conditions

The offer by Bidder under the Bid may be subject only to conditions that are no less favourable to Target Shareholders than those described in **Schedule 2** of this document.



4 SCHEDULE 4 - TARGET'S AND BIDDER'S CAPITAL

PART A

4.1 Target Shares

Target has 38,700,000 fully paid ordinary shares on issue.

PART B

4.2 Bidder Shares

Bidder has 43,315,827 fully paid ordinary shares on issue.

4.3 Bidder options

Bidder has 21,657,951 listed options and 4,710,000 unlisted options on issue as follows:

Number of Options	Expiry Date	Exercise Price
21,657,951	19.1.2013	\$0.35
100,000	8.5.2013	\$1.50
610,000	1.8.2013	\$0.50
750,000	30.9.2014	\$0.30
2,000,000	5.4.2015	\$0.30
250,000	30.11.2015	\$0.35
800,000	See note 1	\$2.50
200,000	See note 2	\$5.00

Note 1: 5 years after defining on Faddy's Gold Deposit a JORC compliant ore reserve of over 200,000 ounces of contained gold

Note 2: 10 years after defining on Faddy's Gold Deposit a JORC compliant ore reserve of over 1,000,000 ounces of contained gold