

BONSHAW GOLD GROUP LIMITED

(FORMERLY MOUNT ROMMEL MINING LIMITED)

ACN 005 583 031

NOTICE OF SPECIAL GENERAL MEETING

AND

EXPLANATORY MEMORANDUM

Date of Meeting

Friday, 9 January 2026

Place of Meeting

The Boardroom, Bongiorno & Partners
Level 2, 431 St Kilda Road, Melbourne, Victoria

Time of Meeting

11:00am

BONSHAW GOLD GROUP LIMITED
(FORMERLY MOUNT ROMMEL MINING LIMITED)
ACN 005 583 031

NOTICE OF SPECIAL GENERAL MEETING

Notice is hereby given that a Special General Meeting of Members of Bonshaw Gold Group Ltd ("Bonshaw" or "the Company") will be held at The Boardroom, Bongiorno & Partners Level 2, 431 St Kilda Road, Melbourne, Victoria on Friday, 9 January 2026 at 11:00am.

An Explanatory Memorandum containing information in relation to the resolution to be put to the meeting accompanies this Notice of Special General Meeting.

AGENDA

1. Chairman's introduction

The Chairman to provide an introduction to the meeting.

2. Director's statements

The directors present their individual or joint statements regarding the proposal forming part of the Special Business of this Special General Meeting

SPECIAL BUSINESS

Item 1 - Offer from Esploratore Pty Ltd in regard to ongoing exploration at Clunes

To consider and, if thought fit, pass the following special resolution:

"In accordance with the unanimous recommendation of the of the Board, the Company accept the proposal embodied in the attached Deed dated 25 November 2025 from Esploratore Pty Ltd and continue to negotiate and proceed to execution of a legally binding contract on terms satisfactory to the majority of the Board"

By Order of the Board of
Bonshaw Gold Group Ltd

Chris Haslam
Chairperson
3 December 2025

NOTES: Voting and Instructions for Appointment of Proxy

1. In accordance with Regulation 7.11.37 of the Corporations Regulations 2001, the Directors have determined that the shares of the Company that are registered as at 7:00pm on 7 January 2026 will be taken, for the purposes of this Special Meeting, to be held by the persons who held them at that time. Accordingly, those persons will be entitled to attend and vote at the meeting.
2. Rule 9.10 of the Constitution governs entitlement of Members to vote and in particular Rule 9.10.1.3 provides:
“on a poll, every person who is a Member or a proxy, attorney or representative of a Member shall, in respect of each fully paid share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for the share, but in respect of partly paid shares, shall have a fraction of vote for each partly paid share. This fraction must be equivalent to the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited). In this Rule, amount paid in advance of a call are ignored when calculating the proportion.”

At present, some partly paid shares have been paid up, but not yet returned to the share registry for due record. These incompletely processed shares are not eligible for voting as full shares.

3. A Member entitled to attend and vote at a Meeting is entitled to appoint not more than two proxies to attend and vote on his behalf. Where more than one proxy is appointed, such proxy must be allocated a proportion of the Member's voting rights.
4. If a Member appoints two proxies and does not specify the proportion of votes each proxy may exercise, then each proxy will be taken to exercise one half of the votes held subject to fractional entitlements to votes being disregarded.
5. A proxy duly appointed need not be a Member of the Company.
6. A proxy form accompanies this Notice (see attached at **Annexure A**) and, to be effective, this proxy, duly executed, and any document necessary to show the validity of this proxy must, not less than 48 hours before the time appointed for the Meeting be:
 - (a) lodged at the office of the Share registry, MUFG Corporate Markets (formerly Link Market Services) at Locked Bag A14, Sydney South NSW 1235; or
 - (b) sent to MUFG Corporate Markets proxy facsimile number (02) 9287 0309;
 - (c) sent to MUFG Corporate Markets email address at support@cm.mpms.mufg.com;
 - (d) lodged at the Company's registered office at Level 4, 91-97 William Street, Melbourne VIC 3000; or
 - (e) lodged in accordance with the directions on the proxy form.

Any proxy lodged after that time will be treated as invalid.

7. Directors and Officers of all corporate shareholders should note that unless the corporate shareholder either:
 - (a) Completes and lodges with the Company a valid appointment of proxy in accordance with the instructions in these notes; or
 - (b) Completes and either lodges with the Company prior to the meeting a form of appointment of or certificate of appointment of a personal representative in accordance with the provisions of Section 250D of the Corporations Law or causes such personal representative to attend the meeting with such form of appointment as attorney; or
 - (c) Has appointed an attorney and such proxy, personal representative or attorney attends the relevant meeting,

then such corporate shareholder will be unable to exercise any votes at the relevant meeting.

8. Corporate Members should comply with the execution requirements set out in these notes or otherwise comply with the provisions of Section 127 of the Act. Section 127 of the Act provides that a company may execute a document without using its common seal if the document is signed by:
 - (a) 2 directors of the company; or
 - (b) A director and a company secretary of the company; or
 - (c) For a proprietary company that has a sole director who is also the sole company secretary – that director.

For the Company to rely on the assumptions set out in Section 129 (5) and (6) of the Act, a document must appear to have been executed in accordance with Section 127 (1) or (2). This effectively means that the status of the persons signing the document or witnessing the affixing of the seal must be set out and conform to the requirements of Section 127 (1) or (2) as applicable.

In particular, where a Corporate Member chooses to execute a document using its common seal, a person who witnesses the affixing of the common seal and who is the sole director and sole company secretary of the company must state that next to his or her signature.

9. Completion of a proxy form will not prevent individual Members from attending the meeting in person if they wish. Where a Member completes and lodges a valid proxy form and attends the meeting in person then the proxy's authority to speak and vote for that Member is suspended while the Member is present at the meeting.
10. Where a proxy form is lodged and is executed under power of attorney the power of attorney must be lodged in like manner as a proxy.

EXPLANATORY MEMORANDUM

Items of Business

Item 1 - Offer from Esploratore Pty Ltd (Esploratore) in regard to the transfer and sale of interests at Clunes

Since the withdrawal by Esploratore Pty Ltd from their previous funding arrangement, the Directors have actively sought a replacement. Despite the strength of the price of gold, particularly since March last year, gold exploration in Victoria has been in decline, and we found that those companies exploring in the State have budgets for only their current programs. We also made contact with a number of explorers operating in other States.

The Board can report that a very satisfactory further offer was received from Esploratore Pty Ltd.

The Deed the Company has entered into on 25 November 2025 is attached to this memorandum.

The terms we have negotiated may be summarised as follows:

- An initial non-refundable cash payment to the Company of \$157,500 excluding GST payable within 5 days of approval of the Deed by members in general meeting;
- A final payment upon transfer of the Company's three exploration licences at Clunes to Esploratore Pty Ltd in the amount of \$1,417,500 excluding GST; and
- A royalty of 1.5% of the gold net smelter return received from production from the present area of the Company's licences, capped at \$3,000,000 excluding GST, the cap to be adjusted annually for the Australian CPI, but not to exceed 3% per annum.

For a range of reasons your Directors strongly believe that members should approve this proposal.

Those reasons include:

- The ageing nature of the member base and long period of ownership without return
- The cost of continuing to operate the Company (approximately \$150,000 per annum)
- The necessary requirement to attract continuing Directors for many years
- The lack of continuing support from members to fund the Company activities
- The inability of the Company to add more value to its mining licences through exploration or joint venture due to its financial position
- The absence of a superior offer to acquire or develop the mining licences

Directors note that the existence of the royalty is potentially problematical as it would take years for value, if any, to emerge from this entitlement. Any royalty is first dependent upon successful exploration, regulatory approval of a mining operation, and the development of any resource that had been identified.

Given the concerns raised above, the Company may, in due course, seek to negotiate the sale of the future royalty.

Directors' Recommendation

The Board unanimously recommends that you vote in favour of Resolution 1.

Esploratore Pty Ltd as trustee for the Esploratore Unit Trust

Esploratore Pty Ltd (ABN 36 228 849 006) as trustee for the Esploratore Unit Trust

Mount Rommel Mining Limited (ACN 005 583 031)

Bonshaw Gold Pty Ltd (ACN 112 035 006)

Exploration Deed

A handwritten signature or set of initials in black ink, located in the bottom right corner of the page. The signature appears to be stylized, possibly reading 'R' followed by some other characters.

Exploration Deed

Contents

1	Definitions and Interpretation	1
	1.1 Definitions	1
	1.2 Interpretation	2
	1.3 Business Days	2
2	Payment	3
	2.1 Payment of Initial Sum	3
	2.2 Payment of Final Sum	3
	2.3 Method of payment	3
3	Conditions	3
	3.1 MMT conditions for payment of the Initial Sum	3
	3.2 Conditions for payment of the Final Sum	3
	3.3 Land adjacent to Exploration Permits and Tenements	4
4	Exclusivity	4
	4.1 Exclusivity Period	4
	4.2 Conduct during Exclusivity Periods	5
5	Damages	5
	5.1 Exploratore	5
	5.2 MMT	6
6	Confidentiality and Non-disparagement	6
	6.1 Confidentiality	6
	6.2 Permitted disclosure	6
	6.3 Non-disparagement	7
7	Acknowledgment and Representation	7
8	Entire Agreement	7
9	Assignment	7
10	No Waiver	7
11	Further Assurances	7
12	No Merger	8
13	Goods and Services Tax	8
14	Costs and Stamp Duty	8
15	Governing Law and Jurisdiction	8
16	Counterparts	8
17	Dating of Deed	8
18	Notices	8
	Schedule	11

Exploration Deed

This Deed is made on the twenty fifth day of November 2025

Parties

- 1 **Esploratore Pty Ltd** (ABN 36 228 849 006) as trustee for the Esploratore Unit Trust, Level 11, 459 Little Colins Street, Melbourne 3000 in the State of Victoria (**Esploratore**).
- 2 **Mount Rommel Mining Limited** (ACN 005 583 031) (**MMT**) and **Bonshaw Gold Pty Ltd** (ACN 112 035 006) (**Bonshaw**) both of Level 4, 91-97 William Street, Melbourne 3000 in the State of Victoria.

Recitals

- A MMT and Bonshaw controls the rights to the Exploration Permits and Tenements.
- B In exchange for the consideration contemplated by this Deed, MMT and Bonshaw will grant to Esploratore the exclusive right to carry out the Permitted Purpose on the Exploration Permits and Tenements.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne.

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

Court means the Supreme Court of Victoria.

Deed means this deed.

Exclusivity Period means the period of time between payment of the Initial Sum and payment of the Final Sum.

Exploration Permits and Tenements are set out in the Schedule.

Final Sum means \$1,417,500.00 (exclusive of GST).


Initial Sum means \$157,500.00 (exclusive of GST).

Permitted Purpose means planning and then implementing a comprehensive exploration for gold on the Exploration Permits and Tenements set out in the Schedule.

Proposal means the arrangement contemplated by this Deed.

Quarter means each of the following 3 months periods as applicable: (i) January – March; (ii) April – June; (iii) July – September; (iv) October – December.

Related Body Corporate has the meaning given to related body corporate in the *Corporations Act 2001* (Cth).

Handwritten signature and initials in black ink, located at the bottom right of the page. The signature appears to be 'R' followed by 'All'.

Exploration Deed

Related Entity means, in relation to a party, any Related Body Corporate of the party and any past or present officer, employee or agent of the party or one of its Related Bodies Corporate.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise.
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iii) A reference to a clause, or schedule is a reference to a clause of, or schedule to, this Deed.
 - (iv) A reference to an agreement or document (including a reference to this Deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other agreement or document, and includes the recitals and schedules to that agreement or document.
 - (v) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
 - (vi) A reference to a party to this Deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
 - (vii) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (viii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).
 - (ix) All references to time are to Melbourne time.

1.3 Business Days

If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day unless this Deed specifically provides otherwise.

Exploration Deed

2 Payment

2.1 Payment of Initial Sum

Subject to satisfaction of the conditions in clause 3.1, Esploratore must pay the Initial Sum plus any GST applicable to MMT within 5 Business Days of the date of a general meeting which approves the Proposal and entry into this Deed.

2.2 Payment of Final Sum

Payment of the Final Sum plus any GST applicable will be paid by Esploratore to MMT within 21 Business days of Esploratore acquiring control of the Exploration Permits and Tenements in accordance with clause 3.2(b).

2.3 Method of payment

The payments contemplated in this clause 2 must be tendered by way of direct transfer of immediately available funds to the bank account nominated in writing by MMT.

3 Conditions

3.1 MMT conditions for payment of the Initial Sum

Prior to payment of the Initial Sum, MMT must obtain approval for the Proposal and entry into this Deed at a general meeting of the members of MMT

3.2 Conditions for payment of the Final Sum

- (a) If requested by Esploratore, MMT and Bonshaw undertake to do all things necessary to enable Esploratore to acquire control of the Exploration Permits and Tenements, and undertakes to do everything necessary to:
 - (i) enable Esploratore to obtain one or more of the Exploration Permits and Tenements in Esploratore's own name;
 - (ii) ensure the Exploration Permits and Tenements are in good standing and free from encumbrances;
 - (iii) support Esploratore's application(s) for the granting of title in the Exploration Permits and Tenements;
 - (iv) assist Esploratore in any change of control application in connection with the Exploration Permits and Tenements; and
 - (v) provide any other support and assistance to Esploratore as may be required, including providing all necessary support, resources and documentation, to allow Esploratore to achieve the objectives set out in clause 3.2(a)(i) to (3.2(a)(iii).
- (b) If Esploratore acquires control of the Exploration Permits and Tenements in accordance with clause 3.2(a) Esploratore agrees to pay the Final Sum.
- (c) Immediately following Esploratore achieving the objective(s) set out in clause 3.2(a) to the reasonable satisfaction of Esploratore, the parties shall execute a Royalty Deed that includes the following terms:

Exploration Deed

- (i) a royalty payment equal to 1.50% of the gold net smelter return received by Exploratore from the area of the present Exploration Permits and Tenements (as applicable), shall be payable by Exploratore to MMT;
- (ii) each royalty payment contemplated by clause 3.2(b)(i) shall be payable at the end of the relevant Quarter in arrears;
- (iii) such royalty payments shall be subject to a ceiling of an annually-indexed amount of \$3,000,000 (exclusive of GST);
- (iv) that ceiling shall be adjusted annually from the date of this Deed by the change in the most recent September quarter CPI from that in the September quarter of the previous year, but with a maximum escalation of 3% in any one year.

3.3 Land adjacent to Exploration Permits and Tenements

- (a) MMT warrants that various parties known to MMT own and control various parcels of land within the Exploration Permits and Tenements;
- (b) If Exploratore acquires control of the Exploration Permits and Tenements in accordance with clause 3.2(a), and makes payment of the Final Sum in accordance with clause 3.2(b), MMT and Bonshaw undertakes to do all things reasonably necessary to assist Exploratore to acquire the parcels of land contemplated by clause 3.3(a) if requested by Exploratore.

4 Exclusivity

4.1 Exclusivity Period

- (a) Upon payment of the Initial Sum, Alpine Capital shall be granted the exclusive right to use, and uninterrupted, unfettered, unconditional and unqualified access to, the Exploration Permits and Tenements for the Permitted Purpose for the Exclusivity Period.
- (b) During the Exclusivity Period, MMT must do all things reasonably requested by Exploratore to assist in it achieving the Permitted Purpose, including but not limited to:
 - (i) providing all available relevant information required for Exploratore's studies and activities; and
 - (ii) providing access to MMT's personnel.
- (c) In addition to the requirements pursuant to clause 4.1(b), MMT acknowledges that certain information is of critical importance to Exploratore, and Exploratore is entering this deed on the basis that MMT undertakes to provide the following information:
 - (i) available information on the results of past exploration in the Clunes area;
 - (ii) any available information that may optimise Exploratore's future program; and

Exploration Deed

- (iii) any available information required to conduct reconnaissance surveys for those parts of the exploration licences which have received little attention in recent years.

4.2 Conduct during Exclusivity Periods

- (a) During the Exclusivity Period, MMT and Bonshaw must not:
 - (i) solicit, encourage or initiate a proposal that would in any way affect Esploratore's use of the Exploration Permits and Tenements; nor
 - (ii) participate in any discussions or negotiations about, or which may reasonably lead to, a competing proposal that may affect Esploratore's ability to acquire control of the Exploration Permits and Tenements in accordance with this Deed.
- (b) To the extent there are other parties present on the Exploration Permits and Tenements, MMT must ensure they liaise, cooperate, coordinate and consult with Esploratore, and follow all directions issued to them by Esploratore.
- (c) To the extent Esploratore brings any plant or equipment onto the Exploration Permits and Tenements, at Esploratore's risk, the plant or equipment, as applicable, shall at all times remain in the possession and control of Esploratore, and there are no circumstances, however arising, that would enable MMT to sell, assign, create a security interest over, lease, licence, let or hire any of the plant or equipment.

5 Damages

5.1 Esploratore

- (a) MMT and Bonshaw acknowledge that as part of the Permitted Purpose, Esploratore will be undertaking activities such as drilling, geophysical surveys, and geochemical surveys on the land on and around the Exploration Permits and Tenements, which may cause some disturbance to the character and nature of the land. Esploratore, and their agents or contractors, shall, at Esploratore's expense, make good all such disturbance to a standard acceptable to Earth Resources Regulation, the State Government body responsible for such matters, but otherwise, Esploratore shall not be liable, and MMT and Bonshaw shall hold Esploratore harmless, for all losses, damages, costs and expenses as a result of the actions undertaken by Esploratore in exercising its rights pursuant to this Deed and the Permitted Purpose, except if the act or omission is finally determined to be caused by the negligence, fraud or wilful misconduct of Esploratore, or their agents or contractors.
- (b) Subject to clause 5.1(a), Esploratore shall have no obligation to return the land comprising the Exploration Permits and Tenements back to its original state prior to commencement of the Permitted Purpose.
- (c) Esploratore will not be liable to MMT for any loss of revenue, profit, denial of opportunity, access to markets, goodwill, business reputation, increased overheads or any other loss which is indirect, remote or unforeseeable loss of

Exploration Deed

loss resulting from some supervening event or special circumstance, whether or not in the reasonable contemplation of the Parties at the time of execution of this Deed.

- (d) Subject to and save for Exploratore undertaking all required remediation works in accordance with clause 5.1(a), notwithstanding any other term of this deed, nor any remedies that may be available to MMT pursuant to contract, tort or any other applicable laws, Exploratore's maximum liability to MMT in connection with this Deed, the Permitted Purpose and this Proposal, however arising, is limited to the payment(s) actually made by Exploratore as at the date the event leading to the relevant claim occurred.

5.2 MMT

- (a) MMT acknowledges and agrees that damages alone would not be an adequate remedy for a breach of this Deed and that Exploratore shall be entitled to seek the remedies of injunction, specific performance and other relief for any threatened or actual breach of this Deed under applicable laws.
- (b) Exploratore will not be liable to MMT for any loss of revenue, profit, denial of opportunity, access to markets, goodwill, business reputation, increased overheads or any other loss which is indirect, remote or unforeseeable loss or loss resulting from some supervening event or special circumstance, whether or not in the reasonable contemplation of the Parties at the time of execution of this Deed.

6 Confidentiality and Non-disparagement

6.1 Confidentiality

Subject to clause 6.2, a party must not disclose the existence of and terms of this Deed.

6.2 Permitted disclosure

A party may disclose the existence or terms of this Deed:

- (a) under corresponding obligations of confidence as imposed by this clause, to:
- (i) a Related Entity of a party;
 - (ii) any of its professional advisers, auditors, bankers, insurers or insurance brokers;
- (b) in enforcing this Deed or in a proceeding arising out of or in connection with this Deed;
- (c) if required under any law or any administrative guideline, directive, request or policy whether or not having the force of law and, if not having the force of law, the observance of which is in accordance with the practice of responsible bankers or financial institutions similarly situated; or
- (d) with the prior written consent of the other party.

6.3 Non-disparagement

Each party and its Related Entities must not make any comments to other persons or entities or otherwise make any statement or publication or permit or authorise any statement or publication to be made:

- (a) with the intention of denigrating or disparaging the other party or its Related Entities; or
- (b) which is calculated or reasonably likely to damage the reputation of the other party or that party's Related Entities,

unless otherwise authorised or required by law.

7 Acknowledgment and Representation

- (a) Each party acknowledges that:
 - (i) it enters into this Deed fully and voluntarily on its own information and investigation; and
 - (ii) it is aware that it, its legal advisers or other agents or advisers may discover facts different from or in addition to the facts it now knows or believes to be true with respect to the subject matter of this Deed.

8 Entire Agreement

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

9 Assignment

A party cannot assign, charge, encumber or otherwise deal with any of its rights or obligations under this Deed, or attempt or purport to do so, without the prior written consent of the other party. The consent of a party may not be unreasonably withheld. Upon any such assignment by Alpine Capital, the assignee must enter into a deed of novation with MMT.

10 No Waiver

A failure to exercise or a delay in exercising any right, power or remedy under this Deed does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

11 Further Assurances

Each party must do anything necessary or desirable (including executing agreements and documents) to give full effect to this Deed and the transactions contemplated by it.

12 No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

13 Goods and Services Tax

The Initial Sum and Final Sum have been calculated to exclude GST.

14 Costs and Stamp Duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed. All stamp duty (including fines, penalties and interest) payable on or in connection with this Deed and any instrument executed under or any transaction evidenced by this Deed must be borne equally by the parties.

15 Governing Law and Jurisdiction

This Deed is governed by the laws of Victoria. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

16 Counterparts

- (a) This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- (b) A party who has executed a counterpart may deliver it to another party by electronically transmitting a copy of the executed counterpart to the other party or their representative.
- (c) The obligations imposed on the parties under this Deed shall be binding on each of the parties that execute this Deed, notwithstanding that any other party does not execute this Deed or any other party's execution of this Deed is invalid, void or not binding on or enforceable against that party.

17 Dating of Deed

- (a) The date of this Deed is the date this Deed is executed and exchanged by the parties and if exchanged on different days, the later of those days.

18 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the first and last name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the

Exploration Deed

address or email address below or the address or email address last notified by the intended recipient to the sender:

(i) to Esploratore: **Mark Rowsthorn**
Level 11, 459 Little Collins Street, Melbourne
in the State of Victoria
Email: markr@marcplan.com.au

(ii) to MMT and Bonshaw: **Chris Haslam**
60 Kooyongkoot Road, Hawthorn in the State
of Victoria

Email: chris.haslam@bigpond.com

and also

Chris Waples
C/- Bartons Chartered Accountants
474A Anzac Highway, Camden Park in the
State of South Australia

Email: chrisw@bartons.com.au

(c) will be conclusively taken to be duly given or made

- (i) in the case of delivery in person, when delivered;
- (ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;
- (iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and
- (iv) in the case of email, at the earliest of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the intended recipient confirms receipt of the email by reply email; and
 - (C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,



but if the result is that a Notice would be taken to be given or made:

- (v) in the case of delivery by hand, post or fax, at a time that is later than 5pm;

Exploration Deed

- (vi) in the case of delivery by email, at a time that is later than 7pm; or
- (vii) on a day that is not a Business Day,

in the place specified by the intended recipient as its postal address under clause 18(b), it will be conclusively taken to have been duly given or made at the start of business on the next Business Day in that place.



Exploration Deed

Schedule

#	Exploration Permits and Tenements
1.	EL006473
2.	EL006406
3.	EL5492



Exploration Deed

Executed and delivered as a Deed in Victoria.

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Exploratore Pty Ltd (ABN 36 228 849 006)** as trustee for the **Exploratore Unit Trust**:

Director Signature

Print Name

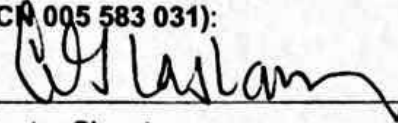


Director/Secretary Signature

MARK ROWSTHORN

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Mount Rommel Mining Limited (ACN 005 583 031)**:

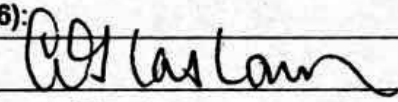


Director Signature

CHRISTOPHER OSBORNE HASLAM

Print Name

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Bonshaw Gold Pty Ltd (ACN 112 035 006)**:



Director Signature

CHRISTOPHER OSBORNE HASLAM

Print Name



Director/Secretary Signature

CHRISTOPHER ALLAN WATERS

Print Name



Director/Secretary Signature

CHRISTOPHER ALLAN WATERS

Print Name