

CONFORMED COPY

ALACER GOLD CORP.

AND

WESTGOLD RESOURCES PTY LTD

AND

METALS X LIMITED

SHARE SALE AGREEMENT

(IN RELATION TO ALL ISSUED SHARES IN ALACER
GOLD PTY LTD)

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DETAILS

Parties	Seller, Buyer and Guarantor	
Seller	Name	Alacer Gold Corp.
	ARBN	147 848 762
	Address	C/- Alacer Management Corp, 9635 Maroon Circle, Suite 300, Englewood, Colorado, 80112, United States of America
	Fax	+1 303 397 0538
	Attention	Chief Executive Officer
Buyer	Name	Westgold Resources Pty Ltd
	ACN	009 260 306
	Address	Level 3, 123 Adelaide Terrace, East Perth, Western Australia, 6004
	Fax	+61 8 9220 5757
	Attention	Chief Executive Officer
Guarantor	Name	Metals X Limited
	ACN	110 150 055
	Address	Level 3, 123 Adelaide Terrace, East Perth, Western Australia, 6004
	Fax	+61 8 9220 5757
	Attention	Chief Executive Officer
Recitals	A	Alacer Gold Pty Ltd (ACN 147 473 970) (the Company) is a company incorporated in Australia and has its registered office at Level 3, 18 – 32 Parliament Place, West Perth, WA 6005.
	B	The Seller is the registered holder and beneficial owner of all of the shares in the capital of the Company (the Shares) as set out in schedule 1.
	C	The Seller has agreed to sell, and the Buyer has agreed to buy, the Shares on the terms of this agreement.

D The Guarantor is the ultimate holding company of the Buyer and has agreed to guarantee the obligations of the Buyer for valuable consideration.

Date See Signing page

GENERAL TERMS

1. SALE AND PURCHASE OF SHARES

1.1 Sale and purchase

The Seller agrees to:

- (a) sell the Shares to the Buyer; and
 - (b) the Buyer agrees to buy the Shares from the Seller,
- on the terms and conditions of this agreement.

1.2 Free from Encumbrance

The Shares must be transferred free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them on and from the date of this agreement (other than as provided for, or contemplated by, this agreement including clause 1.3 ("Intercompany Debt") and clause 1.4 ("Payments under Mungari Asset Sale and Purchase Agreement")).

1.3 Intercompany Debt

- (a) The Seller will at least 2 Business Days prior to the Completion Date, notify the Buyer (in writing) of the exact amount of the Intercompany Debt.
- (b) The Seller agrees to make the Debt Assignment to the Buyer and the Buyer agrees to take the Debt Assignment from the Seller, on the terms and conditions of the Debt Assignment Deed.

1.4 Payments under Mungari Asset Sale and Purchase Agreement

For the purposes of clarity, the Buyer and the Seller agree that:

- (a) any payments of the following amounts made after the date of this agreement to any Group Member shall be for the benefit of the Seller and shall be distributed by way of partial repayment of Intercompany Debt unless received after Completion, in which case they will be distributed by cash payment from the Buyer to the Seller:
 - (i) the deferred consideration payment of \$1,250,000 payable under or pursuant to the Asset Sale and Purchase Agreement between Doro Exploration NL, Avoca Resources Ltd, La Mancha Resources Australia Pty Ltd and HBJ Minerals Pty Ltd dated 9 February 2013 (in respect of, amongst other things, the sale of an interest in the Mungari East Joint Venture) (**MEJV Sale Agreement**); and

- (ii) an amount of \$833,333.67 (or any lesser amount agreed between the Seller and La Mancha Resources Australia Pty Ltd) payable under or pursuant to the MEJV Sale Agreement or any related toll treatment agreements as an adjustment of amounts paid or payable prior to the Effective Date under the MEJV Sale Agreement or related toll treatment agreements; and
- (b) all future benefits relating to the toll processing of ore after the Effective Date under the MEJV Sale Agreement or related toll treatment agreements are for the benefit of the Buyer.

2. PURCHASE PRICE

The consideration payable for the Shares is the Purchase Price (which, for the avoidance of doubt, is \$40 million as adjusted in accordance with this agreement). The Purchase Price will be paid as follows:

- (a) the Deposit payable in accordance with clause 5.1 (“Payment of Deposit”);
- (b) the Completion Payment payable by the Buyer at Completion in accordance with clause 5.2 (“Payment on Completion”);
- (c) the Adjustment Amount (if any) payable upon finalisation of the Working Capital Statement in accordance with clause 5.3 (“Working Capital Statement”); and
- (d) any other adjustment(s) to the Purchase Price payable in accordance with this agreement.

3. CONDITION

3.1 Conditional on FIRB approval

Clause 1.1 (“Sale and purchase”) does not come into effect and is not binding until either:

- (a) the Treasurer (or his delegate) provides written advice with or without conditions that there are no objections under Australia’s foreign investment policy to the proposed acquisition by the Buyer of the Shares; or
- (b) following notice of the proposed acquisition of the Shares having been given by the Buyer to the Treasurer under the Foreign Acquisitions and Takeovers Act 1975 (Cwlth), the Treasurer ceases to be empowered to make any order under Part II of that Act because of lapse of time.

3.2 Best endeavours

- (a) The Buyer must:
 - (i) use its best endeavours to obtain the satisfaction of the condition in clause 3.1 (“Conditional on FIRB approval”) as soon as possible after the date of this agreement;

- (ii) file all notices and applications for approval necessary to satisfy the condition in clause 3.1 (“Conditional on FIRB approval”) (the **FIRB Application**) no later than 3 Business Days after the date of this agreement;
 - (iii) not take any action which is designed or is likely to prevent the condition in clause 3.1 (“Conditional on FIRB approval”) from being satisfied, without the prior consent of the Seller (acting reasonably);
 - (iv) provide the Seller with a full copy of the FIRB Application and proof of receipt of the FIRB Application from FIRB as soon as reasonably practicable;
 - (v) not withdraw or amend the FIRB Application without the Seller’s prior written consent and, if withdrawn, must promptly re-submit a further FIRB Application in accordance with clause 3.2(a)(i) (and provide the Seller with a full copy and proof of receipt from FIRB as soon as reasonably practicable); and
 - (vi) keep the Seller informed of the progress towards the satisfaction of the condition in clause 3.1 (“Conditional on FIRB approval”).
- (b) The Seller must provide the Buyer with all reasonable information as may be reasonably requested by the Buyer for the sole purpose of filing notices and applications for approval necessary to satisfy the condition in clause 3.1 (“Conditional on FIRB approval”).

3.3 Waiver

The condition in clause 3.1 (“Conditional on FIRB approval”) is for the benefit of both the Buyer and the Seller and may only be waived by agreement of both of them.

3.4 Termination by either party

If:

- (a) the condition in clause 3.1 (“Conditional on FIRB approval”) is not fulfilled within 180 days after the date of this agreement or any later date agreed to by the parties in writing and has not been waived by the Buyer and Seller in accordance with clause 3.3 (“Waiver”); or
- (b) the parties agree in writing that the condition in clause 3.1 (“Conditional on FIRB approval”) cannot be satisfied before the date referred to in (a) above,

then this agreement may be terminated at any time before Completion by notice given by either the Buyer or the Seller to the other (provided that if the Buyer seeks to give such a notice, it can only do so where it has complied with clause 3.2 (“Best endeavours”)).

3.5 Termination by Seller

If Completion does not occur on the Completion Date for any reason other than the Seller's default, then the Seller may terminate this agreement by notice to the Buyer.

3.6 Effect of termination

If this agreement is terminated under clauses 3.4 ("Termination by either party"), 3.5 ("Termination by Seller") or 12.2 ("Specific performance or termination") then, in addition to any other rights, powers or remedies provided by Law:

- (a) each party is released from its obligations under this agreement other than in relation to clauses 14 ("Confidential Information and Privacy") and 17.17 ("Legal costs");
- (b) each party retains the rights it has against any other party in connection with any breach or Claim that has arisen before termination;
- (c) the Buyer must return to the Seller all documents and other materials in any medium in its possession, power or control which contain any information relating to the Company and its Subsidiaries, including the Records;
- (d) neither the Seller nor the Group shall have any obligation to repay any amounts received from the Buyer in accordance with clauses 6.5(b)(ii) or 6.5(b)(iii) ("Effective Date"); and
- (e) the Deposit must:
 - (i) if this agreement is terminated by the Buyer under clause 3.4 ("Termination by either party") provided the Buyer has not withdrawn the FIRB Application for any reason and has otherwise fully complied with its obligations under clause 3.2 ("Best Endeavours"), be paid to the Buyer together with all interest earned on the Deposit (if any), less any amount owing by the Buyer pursuant to clause 6.5(c), which amount shall be paid to the Seller or as the Seller directs; and
 - (ii) if this agreement is terminated in any other circumstances, be paid to the Seller together with all interest earned on the Deposit (if any),

and the parties must immediately direct the Escrow Agent accordingly.

4. COMPLETION

4.1 Time and place of Completion

Completion will take place at 11.00am on the Completion Date at the offices of the Company or any other time and place agreed between the Seller and the Buyer.

4.2 Seller's obligations

On Completion, the Seller must deliver to the Buyer:

- (a) **(transfers and Share certificates)** executed transfers in favour of the Buyer of all the Shares, the share certificates for the Shares and any consents which the Buyer reasonably requires to obtain registration of those transfers;
- (b) **(Records and common seal)** the Records and the common seal (if any) of the Group except that:
 - (i) if the Seller is legally required to retain any of the documents, the Seller may deliver copies of those documents to the Buyer; and
 - (ii) in all cases the Seller may retain copies of the Records (including for the purposes of its conduct of the assessment of the Avoca Acquisition Duty and any other reasonable business purpose);
- (c) **(bank authority)** duly completed bank authorities directed to the bankers of each Group Member authorising the operation of each of its bank accounts by nominees of the Buyer and, if the Buyer requests, terminating the authority of each of those present signatories nominated by the Buyer;
- (d) **(resignations)** written resignations of the Retiring Directors, of Jan Macpherson as secretary and of any public officers of each Group Member;
- (e) **(directors resolution of the Company)** a copy of a resolution of directors of the Company resolving that:
 - (i) subject to the payment of stamp duty (if any), the transfer of the Shares will be registered; and
 - (ii) subject to the Constitution of the Company each of the Incoming Directors be appointed to the board of directors of the Company, and the resignation of the Retiring Directors from the board be accepted, all with effect from Completion, but so that a properly constituted board of directors is in existence at all times;
- (f) **(directors resolution of each Subsidiary)** a copy of a resolution of directors of each Subsidiary resolving that, subject to the constitution of the Subsidiary, each of the Incoming Directors be appointed to the board of directors of the Subsidiary, and the resignation of the Retiring Directors from the board be accepted, all with effect from Completion, but so that a properly constituted board of directors is in existence at all times;
- (g) **(release of security and external debt)** documentation confirming:
 - (i) the discharge of the Syndicated Facility Agreement dated 20 December 2010 between Avoca Resources Ltd (as Borrower), Avoca Mining Pty Ltd, Dioro Exploration NL, HBJ Minerals Pty Ltd and Hampton Gold Mining Areas Ltd (as Guarantors), BNP Paribas and Commonwealth Bank of Australia ("**CBA**") (as Lenders and Contingent Instrument

Banks), BNP Paribas and CBA (as Hedging Banks), CBA (as Agent) and CBA Corporate Services (NSW) Pty Ltd (as Security Trustee);

- (ii) the discharge by Australia and New Zealand Banking Group Limited (“ANZ”) of the Standby Letter of Credit Or Indemnity/Guarantee (Domestic) Facility between Avoca Resources Ltd and (as amended by the letter agreement dated 20 September 2012) and ANZ; and
- (iii) the release by CBA Corporate Services (NSW) Pty Ltd and Société Générale Australian Branch of the Encumbrances set out in schedule 6 (“Released Encumbrances”) and, if applicable, accompanied by an undertaking in favour of the Company to register a financing change statement to reflect such release on the PPSR; and
- (iv) evidence of the discharge of any other Encumbrance affecting the Shares other than the Permitted Encumbrances;
- (h) **(Debt Assignment)** a counterpart of the Debt Assignment Deed executed by the Seller and the Company;
- (i) **(release in favour of former directors and officers)** a release executed by the Company and each Subsidiary in favour of each of the pre-Completion directors and officers in the form set out in schedule 2 (“Form of director’s release”); and
- (j) **(other documents)** deliver or cause to be delivered to the Buyer such other documents as shall reasonably be requested by the Buyer in order to effectively carry out the transactions contemplated by this agreement, duly executed by the Seller.

4.3 Buyer’s obligations

On Completion the Buyer must:

- (a) **(payment)** pay the Seller in accordance with clause 5.2(a) (“Payment on Completion”);
- (b) **(rectify defaults)** pay the Seller (or as it directs) an amount equal to any amounts the Seller has advanced to the Group as a result of the Buyer’s default under clause 6.5(c) (“Effective Date”), plus interest in accordance with clause 17.12 (“Interest on late payments”);
- (c) **(consents to act)** deliver executed consents to act by the Incoming Directors, each new secretary and public officer of each Group Member;
- (d) **(Conditions)** deliver evidence that the condition in clause 3.1 (“Conditional on FIRB approval”) has been satisfied including a copy of all written correspondence from FIRB including any formal or informal conditions relating to the satisfaction of the condition in clause 3.1;

- (e) **(replacement performance bonds)** deliver to the Seller (in a form satisfactory to the Seller):
 - (i) replacement performance bonds ("**Replacement Bonds**") in a form acceptable to the DMP, which Replacement Bonds:
 - (A) will be able to be lodged with the DMP by (or on behalf) of the Seller at or immediately after Completion; and
 - (B) will apply in respect of all Tenements (in the names of the registered holders of those Tenements),
 so as to ensure:
 - (C) the release by the DMP of all current Performance Bonds at, or as soon as practicable after Completion; and
 - (D) the release of those of the Encumbrances referred to in schedule 6 by CBA Corporate Services (NSW) Pty Ltd and Société Générale Australia Branch at or with effect from Completion;
 - (ii) replacement performance bonds or letters of credit (or equivalent) in respect of any other performance bond or security provided in relation to a Group Member by a financial institution (including in respect of any obligation to a landlord under a lease or obligation to a contract counterparty (including Air Liquide)) and notified by the Seller to the Buyer prior to Completion, in a form acceptable to the Seller, to enable the release of any existing bond or security, and any underlying financial obligation to the financier, at Completion; and
 - (iii) **(Debt Assignment)** deliver an executed counterpart of the Debt Assignment Deed.

4.4 Deposit

The Deposit must be paid to the Seller in accordance with clause 5.2 ("Payment on Completion").

4.5 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties under this agreement are interdependent; and
- (b) unless otherwise stated, all actions required to be performed by a party at Completion are taken to have occurred simultaneously on the Completion Date.

4.6 Title and risk

Subject to clause 6.5 ("Effective Date"), title to, and risk in, the Shares passes to the Buyer at Completion.

4.7 Post - Completion notices

Each party will immediately give to the other party all payments, notices, correspondence, information or enquiries in relation to the Group which it receives after Completion and which belong to the other party.

5. PAYMENT OF THE PURCHASE PRICE

5.1 Payment of Deposit

On execution of this agreement, the Buyer agrees to pay to the Escrow Agent the sum of \$10 million as a Deposit and part payment of the Purchase Price (which Deposit is non-refundable except in the circumstances set out in clause 3.6(e)). Until Completion, the Escrow Agent will invest the Deposit at call with an Australian bank.

5.2 Payment on Completion

On Completion:

- (a) the Deposit (and any interest accruing on it) must be paid to the Seller (or as the Seller directs); and
- (b) the Buyer must pay the Completion Payment to the Seller (or as the Seller directs); and
- (c) if the Adjustment Amount has been determined before the Completion Date, the Adjustment Amount is to be paid in accordance with clause 5.5 ("Payment of Adjustment Amount").

Interest on the Deposit is not part payment of the Purchase Price.

5.3 Working Capital Statement

- (a) Within 20 Business Days of the Effective Date, the Seller must procure that the Company prepares a draft Working Capital Statement in accordance with clause 5.4 ("Preparation of Working Capital Statement") and delivers it to the Buyer with a view to determining the Working Capital as at 30 September 2013 (in accordance with this clause) and therefore the Adjustment Amount.
- (b) The Buyer must complete its examination and review of the draft Working Capital Statement within 10 Business Days after receipt by it (the "**Review Period**").
- (c) The Buyer must, by no later than the end of the Review Period, deliver the Seller with written notice stating whether it agrees with the Adjustment Amount in the draft Working Capital Statement. If it does, or if it does not deliver such written notice by the end of the Review Period, then the draft delivered by the Seller will be taken to be the final Working Capital Statement for the purposes of this agreement.

- (d) If the Buyer does not agree with the Adjustment Amount in the draft Working Capital Statement, then its notice to the Seller shall set out:
 - (i) the matters in respect of which it disagrees with the draft Working Capital Statement (the “**Disputed Matters**”);
 - (ii) the grounds on which it disputes the Disputed Matters; and
 - (iii) its opinion of the Adjustment Amount.
- (e) If the Buyer delivers a written notice stating that it does not agree with the Adjustment Amount set out in the draft Working Capital Statement then the Buyer and Seller must enter into good faith negotiations and use all reasonable endeavours to agree the Disputed Matters.
- (f) If the Buyer and Seller cannot agree the Disputed Matters within 10 Business Days after delivery of the written notice from the Seller to the Buyer setting out the Disputed Matters (or such longer time as the Buyer and Seller may agree):
 - (i) (within a further 10 Business Days) the Chief Executive Officer (or other authorised officer) of the Buyer and the Seller must meet for the purposes of resolving the Disputed Matters; and
 - (ii) in respect of any Disputed Matter remaining in dispute, either party may (within a further 10 Business Days) refer any Disputed Matter to the Independent Expert for determination.

If no meeting occurs under subparagraph (i) or no such reference is made under subparagraph (ii), then the content of the draft Working Capital Statement, as amended by any of the Disputed Matters that have been agreed between the Buyer and Seller, shall be taken to be the final Working Capital Statement for the purposes of this agreement.

- (g) If a reference is made to the Independent Expert, then the Buyer and Seller (or either as appropriate) must instruct the Independent Expert to make a determination on the Disputed Matters (or such of them as remain in dispute) within the shortest possible time by applying clause 5.4 (“Preparation of Working Capital Statement”) and the Working Capital Statement Principles with a view to finally determining the Adjustment Amount. The Independent Expert should, in any event, be instructed to make a determination no later than 30 days after receiving written submissions from each of the Buyer and Seller, which submissions must be made within 5 Business Days of the appointment of the Independent Expert (or such other period as is agreed between the Buyer and the Seller). A copy of those submissions must be made available to each party. The Buyer and Seller must also each provide (and procure that each Group Member provides) such information and assistance as the Independent Expert reasonably requests for the purposes of its determination.

- (h) The decision of the Independent Expert is, in the absence of manifest error, conclusive and binding on the parties for the purposes of determining the Disputed Matters and therefore the final Working Capital Statement and Adjustment Amount. The Independent Expert will be appointed as expert and not as arbitrator. The procedures for determination are, unless otherwise specified in this clause, to be determined by the Independent Expert.
- (i) The Buyer must pay the Independent Expert's costs.

5.4 Preparation of Working Capital Statement

The Working Capital Statement must be prepared for the Group by reference to and in accordance with the September Financial Statements, except that gold in doré or metal form will be valued at the Current Gold Price less \$100 per ounce.

5.5 Payment of Adjustment Amount

If the Working Capital:

- (a) is a positive amount, then the Buyer must pay the Adjustment Amount to the Seller, as an adjustment to the Purchase Price in favour of the Seller; or
- (b) is a negative amount, then the Seller must pay the Adjustment Amount to the Buyer, as an adjustment to the Purchase Price in favour of the Buyer (or at any time before the Completion Date the Seller may direct the Buyer to deduct the Adjustment Amount from the Completion Payment).

Any such payment must be made:

- (c) if determined prior to Completion, at Completion; or
- (d) if determined after Completion, as soon as practicable and, in any event, no later than 2 Business Days after final determination of the Adjustment Amount.

5.6 GST

- (a) The consideration specified in this agreement does not include any amount for GST.
- (b) If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.
- (c) The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.
- (d) If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount accordingly.

- (e) If a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

5.7 Method of payment

Each payment referred to in this clause 5 (“Payment of the Purchase Price”) must be made without set-off or counterclaim by bank cheque or direct deposit of cleared funds to the credit of a bank account specified in writing by recipient before the relevant payment date.

6. CONDUCT OF BUSINESS PENDING COMPLETION

6.1 Conduct of business

Until Completion, the Seller will ensure that each Group Member will:

- (a) carry on the Business in the Ordinary Course;
- (b) maintain each of the Tenements (that is managed by a Group Member) in good standing; and
- (c) not:
 - (i) sell, or otherwise deal with or dispose of, any Material Asset;
 - (ii) create any Encumbrance over any Material Asset (other than a Permitted Encumbrance); and
 - (iii) terminate, adversely vary, fail to fulfil or enforce any material obligation under, or take any detrimental action in relation to any Material Contract,

other than in the Ordinary Course or as contemplated by this agreement.

6.2 Permitted Acts

Nothing in clause 6.1 (“Conduct of business”) restricts the Seller from doing (or procuring that any Group Member does) anything:

- (a) that is expressly permitted in this agreement;
- (b) to reasonably and prudently respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property);
- (c) that is necessary for it to meet its legal obligations or its contractual obligations disclosed in the Disclosure Material;

- (d) that effects:
 - (i) a sale or disposal to a third party; or
 - (ii) a transfer to a Related Entity of the Seller (other than a Group Member), of the Excluded Assets (or of any interest in them); or
- (e) approved by the Buyer, such approval not to be unreasonably withheld or delayed.

6.3 Access to Business Premises and Records

From the date of this agreement, the Seller agrees to allow the Buyer and its Representatives access to the Business Premises, the Tenements and the Records (in the presence of a Representative of the Seller or the Company), on reasonable notice and at all reasonable times before the Completion Date, to enable the Buyer to become familiar with the affairs of the Group and at all times for the purposes of monitoring the conduct of the Business between the Effective Date and Completion. The Buyer agrees not to copy or remove any of the Records before Completion. The Buyer's rights under this clause are subject to all applicable legal requirements, health, safety and environment policies and procedures including Group policies and procedures, and site requirements including inductions.

6.4 Confidentiality undertaking

Before any of its Representatives obtains access under clause 6.3 ("Access to Business Premises and Records"), the Buyer must ensure that each Representative enters into a confidentiality agreement with the Seller which includes an undertaking similar to that contained in clause 14.2 ("Disclosure of Confidential Information").

6.5 Effective Date

- (a) The parties acknowledge and agree that, subject to Completion occurring, the full economic interest and financial risk in the Group will pass from the Seller to the Buyer from the Effective Date. The parties agree to take such steps (acting reasonably) as are necessary to give effect to this clause 6.5.
- (b) Without limiting paragraph (a) above, the parties agree that from the Effective Date, except as agreed between the parties (acting reasonably):
 - (i) the Seller will not be entitled to receive any payment from the Group whether by way of dividend, distribution, repayment of debt or otherwise except:
 - (A) where such payments are for services or personnel provided by the Seller or its Representatives to the Group in the Ordinary Course; and
 - (B) the payments referred to in clause 1.4 ("Payment under the Mungari Asset Sale and Purchase Agreement");

- (ii) to the extent that the Group has an actual or projected cash deficiency that would affect its ability to pay its debts as and when they fall due (including as a result of a need to repair, replace or acquire additional plant and equipment, or as a result of a deterioration in operating conditions, or for any other reason whatsoever), then:
 - (A) the Seller must immediately notify the Buyer of the extent of the deficiency and the amount of cash required to enable the Group to continue to pay its debts as and when they fall due and to enable the Group to operate the Business in the Ordinary Course and maintain each of the Tenements (that is managed by a Group Member) in good standing; and
 - (B) the Buyer must immediately put the Group into sufficient funds to enable the Group to pay its debts as and when they fall due and to operate the Business in the Ordinary Course and maintain each of the Tenements (that is managed by a Group Member) in good standing;
- (iii) if the Buyer requests in writing that the Seller undertake or incur any capital expenditure relating to:
 - (A) the acquisition of additional plant and equipment, or any major overhaul or repair of existing plant and equipment; or
 - (B) any deviation from the Cash Maximisation Plan,

then the Seller must procure that the Group undertake or incur such capital expenditure provided that the Buyer must pay to the Group (or as the Seller directs) in advance the Seller's estimate (acting reasonably) of the full cost to the Group of carrying out that capital expenditure on a full indemnity basis and thereafter on demand such additional costs and expenses incurred by the Group in carrying out that capital expenditure; and
- (iv) except as requested by the Buyer under clause 6.5(b)(iii), the Seller will not (and will procure that each Group Member does not) enter into any contract involving, or otherwise undertake or incur, any capital expenditure relating to either:
 - (A) the acquisition of additional plant and equipment, or any major overhaul or repair of existing plant and equipment; or
 - (B) any deviation from the Cash Maximisation Plan,

without first seeking the consent of the Buyer.

- (c) If the Buyer fails to pay the Group any amount required under clauses 6.5(b)(ii) or 6.5(b)(iii) above:
 - (i) the Buyer will be in default under this agreement until such time as all such amounts are paid in full and, during the period of such default, the Seller is not obliged to comply with clauses 6.1 (“Conduct of business”) or 6.2 (“Permitted Acts”);
 - (ii) interest will be payable on all outstanding amounts in accordance with clause 17.12 (“Interest on late payments”); and
 - (iii) the Seller may deduct any such amounts (including interest) from any amounts payable to the Buyer pursuant to this agreement.

7. CONDUCT OF BUSINESS AFTER COMPLETION

7.1 Access to information

- (a) The Buyer must procure that all Records are preserved in respect of the period ending on the Completion Date until the later of 6 years from the Completion Date and any date required by an applicable Law.
- (b) After Completion, the Buyer must, on reasonable notice, provide the Seller and its Representatives (including, without limitation, PWC) with:
 - (i) reasonable access to the Records and allow the Seller or its Representatives to take copies or certified copies of any Records at the Seller’s expense; and
 - (ii) reasonable access to the Representatives and premises of the Buyer and its Related Entities including the Group,

for the purpose of assisting the Seller and its Related Entities (or where relevant any of their Representatives) to prepare, review and audit the draft Working Capital Statement (or deal with the Independent Expert in relation to it), prepare tax returns, accounts and other financial statements, discharge statutory obligations or comply with Tax, duty or other legal requirements, to conduct or prepare for legal proceedings or to deal with any aspect of the Avoca Acquisition Duty, on the basis that the Buyer’s reasonable costs incurred in complying with this clause are to be paid by the Seller.

7.2 Change of name of Company

- (a) Save as set out in paragraph (b) below, within 10 Business Days after Completion, the Buyer must ensure that each Group Member ceases to use the name “Alacer” (or any similar name). Without limiting the foregoing, the Buyer must (within such time):
 - (i) pass a special resolution under section 157 of the Corporations Act changing the name of the Company so as not to include “Alacer” (or

any similar word or name), lodge a copy of such resolution with ASIC and provide evidence of the change of name to the Seller; and

(ii) cease, and ensure that the Company and the Subsidiaries cease, to use any Mark which:

(A) contains or consists of a Seller's Mark in any document (other than documents executed or finalised prior to Completion); or

(B) is deceptively similar or substantially identical to a Seller Mark.

(b) No later than 60 Business Days after Completion, the Buyer must ensure that no sign on, or related to any of, the premises used in connection with the business of any Group Member displays or contains a Seller Mark or refers to the word or name "Alacer".

7.3 Release of Guarantees

Without limiting clause 4.3(e) ("Replacement Performance Bonds"), before Completion, the parties will work together, in good faith, to ensure that with effect from the Effective Date:

(a) the Seller and its Related Entities (other than the Group Members) are released from any guarantee, indemnity, surety, performance bond or similar obligation they have given directly or indirectly for the benefit of any Group Member including any guarantee given to a third party in support of any performance bond in respect of the Tenements or other financial obligations;

(b) the Group Members are released from any guarantee, indemnity, surety, performance bond or similar obligation they have given for the benefit of the Seller or its other Related Entities,

and to effect such release, each party agrees that it will (or will procure), where necessary, the provision of equivalent replacement security in favour of the relevant counterparty. Where any such release is not or cannot be obtained by Completion, then:

(c) the Buyer indemnifies the Seller in its own right and on behalf of its Related Entities after Completion in respect of any Loss that may be incurred by the Seller or any of its Related Entities pursuant to any guarantee, indemnity, surety, performance bond or similar obligation referred to in paragraph (a) above (including, without limitation, the Performance Bonds (or any obligation or Liability in respect of them) to the extent that those Performance Bonds have not been replaced as envisaged by clause 4.3(e) ("replacement of performance bonds") or otherwise);

(d) the Seller indemnifies the Company and each Group Member in respect of any Loss that may be incurred by the Company or a Group Member pursuant to any guarantee, indemnity, surety, performance bond or similar obligation referred to in paragraph (b) above; and

- (e) the parties must continue to use their best endeavours to seek to obtain such releases.

7.4 Insurance arrangements

Until Completion, the Seller agrees to maintain existing insurance arrangements in respect of the Group (including the Business). The Buyer acknowledges and agrees that, as the existing arrangements (other than in relation to the Local Insurances) are group insurance arrangements effected by the Seller or its Related Entities (other than the Group):

- (a) such current insurance cover (other than the Local Insurances) will cease to cover the Group (including the Business) with effect from Completion;
- (b) any refund due from the current insurer(s) as a result of (a) above will be for the benefit of the Seller;
- (c) the Buyer will be required to arrange its own insurance coverage for the Group (including the Business) for the period following Completion; and
- (d) if a claim against such insurance policies is made in respect of the period between the Effective Date and Completion, then any relevant deductible or excess amount will be payable by the Buyer to the Seller.

7.5 Exclusion of directors and officers from liability

From Completion, the Buyer will ensure that no Group Member takes any Action or proceeding or makes any Claim or demand against any of the present or former directors or officers of any Group Member in respect of any act or omission on the part of such director or officer before Completion, other than any matter arising from the wilful misconduct or dishonesty of that director or officer. The Buyer acknowledges that this clause is for the benefit of those directors and officers, and is held on trust for them by the Seller.

8. WARRANTIES AND REPRESENTATIONS

8.1 Accuracy

The Seller represents and warrants to the Buyer that each Warranty is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading in any material respect on the Effective Date and on the Completion Date as if made on and as at each of those dates.

8.2 Separate Warranties

Each Warranty is to be treated as a separate representation and warranty. The interpretation of any statement made may not be restricted by reference to or inference from any other statement.

8.3 Matters disclosed

Each Warranty is to be read down and qualified by any information:

- (a) provided for or described in this agreement;
- (b) disclosed in or otherwise reasonably identifiable from the Disclosure Material (including the Disclosure Letter);
- (c) which is otherwise within the actual knowledge of the Buyer or its Representatives as at the date of this agreement;
- (d) disclosed in writing to the Buyer during the course of the Due Diligence; or
- (e) that would have been disclosed to the Buyer had the Buyer conducted searches prior to the date of this agreement of records open to public inspection in Australia or Canada including the PPSR and those maintained by:
 - (i) the Australian Securities and Investments Commission, the Australian Securities Exchange, the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) or the Toronto Stock Exchange;
 - (ii) each Government Agency of the State of Western Australia including DMP, the Department of Land Information (Landgate), the Environmental Protection Authority and the Department of Aboriginal Affairs; and
 - (iii) the High Court, the Federal Court and the Supreme Courts in every State and Territory in Australia,

which is or may be inconsistent with that Warranty and, to the extent that any Warranty is incorrect or misleading having regard to any such information, that Warranty is deemed not to have been given to the extent of any inconsistency. No amount will be recoverable by the Buyer in respect of any breach of Warranty to the extent that the breach arises by reason of or in relation to any such information.

8.4 Buyer's acknowledgement

The Buyer acknowledges and agrees that:

- (a) the purchase of the Shares (and the resultant acquisition of the Assets and Business) and the investment in the ownership of mining assets is highly speculative and subject to substantial risks and the Buyer is capable of bearing the high degree of economic risk and burdens which the purchase and ownership of the Group may entail;
- (b) in entering into this agreement and in proceeding to Completion, the Buyer does not rely on any statement, representation, warranty, condition, forecast or other conduct which may have been made by or on behalf of the Seller, except the Warranties;
- (c) it has received and understood the contents of the Disclosure Letter;

- (d) it has had the opportunity to conduct a due diligence and has satisfied itself in relation to matters arising from the Due Diligence;
- (e) it has independently and without the benefit of any inducement, representations or warranty (other than the Warranties) from the Seller or its Representatives determined to enter into this agreement;
- (f) the disclosures regarding the Group (including, the information, forecasts and statements of intent contained in material provided to the Buyer and made in management presentations) are accepted by the Buyer and that neither the Seller nor any of its Representatives has made or makes any representation or warranty as to the accuracy or completeness of those disclosures or that information, and in particular no representation or warranty is given relating to:
 - (i) the resources and/or reserves within any Tenements or the prospectivity of any Tenements;
 - (ii) the future costs and profits or losses resulting from such activities;
 - (iii) the likely costs of or returns from the Assets owned by any Group Member;
 - (iv) the economic viability of any Assets owned by any Group Member or the prospects for the successful development of any Tenements;
 - (v) any geological, geophysical, engineering, economic or other interpretations, forecasts or evaluations; or
 - (vi) the future environmental or rehabilitation obligation or liabilities in respect of the Assets owned by any Group Member;
- (g) neither the Seller nor any of its Representatives:
 - (i) accepts any duty of care in relation to the Buyer in respect of any disclosure or the provision of any information referred to in clause 8.4(f) (“Buyer’s acknowledgment”); or
 - (ii) is to be liable to the Buyer if, for whatever reason, any such information is or becomes inaccurate, incomplete or misleading in any particular way;
- (h) save as provided for by any Warranty, the Assets of the Group will be acquired on an “as is where is basis” in the constitution they are in;
- (i) no representation or warranty is given as to whether:
 - (i) native title exists over any part of the Assets owned by any Group Member;
 - (ii) whether native title has been claimed or will be claimed to exist over any part of the Assets owned by any Group Member;

- (iii) the potential impact upon the Assets owned by any Group Member of any present or future native title claim; or
- (iv) any places of importance or significance to persons of Aboriginal descent for the purposes of the Heritage Acts exists within the Tenements, the Hampton Areas Land and other Business Premises;
- (j) to the extent disclosed in the Disclosure Material or available through DMP searches, the Buyer is aware of the terms and conditions of the Tenements and the expenditure commitments relating to them (and of the terms of any joint venture agreement pursuant to which any interest in a Tenement is held);
- (k) the Buyer has, and is taken to have, fully satisfied itself:
 - (i) as to the suitability, fitness for purpose, condition and quality of the Assets;
 - (ii) as to the suitability of the services and utilities (if any) provided to the Tenements, the Hampton Areas Land and the Business Premises (including any water on or access to the Tenements); and
 - (iii) by enquiry of the appropriate authorities, the activities which may be carried out on the Tenements, the Hampton Areas Land and the Business Premises including the manner in which those activities may be carried out, any developments which may take place on the Tenements and any restrictions on the activities or developments which may be carried out;
- (l) subject to any Law to the contrary and except as provided in the Warranties, all terms, conditions, warranties and statements, whether express, implied, written, oral, collateral, statutory or otherwise, are excluded, and the Seller disclaims all Liability in relation to them, to the maximum extent permitted by Law; and
- (m) to the maximum extent permitted by Law, it will not make and waives any right it may have to make any Claim against the Seller or any of its Representatives under any provision of the Australian Competition and Consumer Act 2010 (Cwlth) or the corresponding provision of any other Commonwealth, state or territory enactment, for any statement or representation concerning the Shares or the Group.

8.5 Buyer's representation

The Buyer represents that, on the basis of the Due Diligence and other information of which it is aware at the date of this agreement, it does not, as at the date of execution of this agreement, have knowledge or belief of any matter which is, or would with the passage of time become, a material breach of any Warranty other than any potential breaches of a Warranty disclosed in the Disclosure Material (including the Disclosure Letter).

8.6 Seller's acknowledgment

The Seller acknowledges that the representation given by the Buyer in clause 8.5 ("Buyer's representation") does not give the Seller a cause of Action against the Buyer and may only be raised by the Seller as a defence to any Claim by the Buyer.

9. LIMITATIONS OF LIABILITY

9.1 Notice of Claims

If the Buyer becomes aware of any matter or circumstance that may give rise to a Claim under or in relation to or arising out of this agreement, including a breach of a Warranty (but not including a Claim under clause 10.1(a) ("Avoca Acquisition Duty indemnity and acknowledgment")):

- (a) the Buyer must, as soon as reasonably practicable (and in any event within 10 Business Days), give notice of the Claim to the Seller; and
- (b) the notice must contain:
 - (i) the facts, matters or circumstances that may give rise to the Claim;
 - (ii) if it is alleged that the facts, matters or circumstances referred to in sub-clause (i) constitute a breach of this agreement, including a breach of a Warranty, the basis for that allegation; and
 - (iii) an estimate of the amount of the Loss, if any, arising out of or resulting from the Claim or the facts, matters or circumstances that may give rise to the Claim;
- (c) if the matter or circumstance that may give rise to a Claim is a result of or in connection with a Claim by or liability to a third party then:
 - (i) at the expense and direction of the Seller, the Buyer must either:
 - (A) take such Action (including legal proceedings or making claims under any insurance policies) as the Seller may require to avoid, dispute, resist, defend, appeal, compromise or mitigate the Claim; or
 - (B) offer the Seller the option to assume defence of the Claim; and
 - (ii) the Buyer must not settle, make any admission of liability or compromise any Claim, or any matter which gives or may give rise to a Claim, without the prior consent of the Seller which consent may not be unreasonably withheld or delayed by the Seller.

9.2 Seller to consider Claims

The Seller must notify the Buyer within 15 Business Days of receipt of a notice of a Claim under clause 9.1 (“Notice of Claims”) indicating whether it admits or denies the Claim (in whole or in part) (and, in the case of third party Claims, whether it exercises the option in clause 9.1(c)(i)(B) (“Notice of Claims”).

9.3 Seller to defend Claim

If the Seller exercises the option in clause 9.1(c)(i)(B) (“Notice of Claims”), then:

- (a) the Buyer agrees to co-operate with the Seller and do all things reasonably requested by the Seller in respect of the Claim;
- (b) the Seller agrees, at its own expense, to defend the Claim;
- (c) the Seller may settle or compromise the Claim with the consent of the Buyer, such consent not to be unreasonably withheld; and
- (d) the Seller agrees to consult with the Buyer in relation to the conduct of the Claim and not take or persist in any course that might reasonably be regarded as harmful to the goodwill, reputation, affairs or operation of the Buyer or the Company.

9.4 Seller not liable

The Seller is not liable to the Buyer (or any person deriving title from the Buyer) for any Claim under or in relation to or arising out of this agreement including a breach of a Warranty (but not including a Claim under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”)):

- (a) if the Buyer has failed to comply strictly with clause 9.1 (“Notice of Claims”);
- (b) if the Buyer has ceased after Completion to own or Control the Company or any Subsidiary in respect of which the Claim arises;
- (c) if the Claim is as a result of or in consequence of any voluntary act, omission, transaction or arrangement of or on behalf of the Buyer or any Group Member after Completion or with the agreement of the Buyer prior to Completion;
- (d) if the Claim arises from:
 - (i) the enactment or amendment of any legislation or regulations;
 - (ii) a change in the judicial or administrative interpretation of the law; or
 - (iii) a change in the practice or policy of any Government Agency,
 after the Effective Date, including legislation, regulations, amendments, interpretation, practice or policy that has a retrospective effect;

- (e) to the extent that the Claim arises or is increased as a result of any change (including a retrospective change) in the rate or scope of Tax or the method of calculating the rate of Tax after the Effective Date;
- (f) to the extent that the Claim arises or is increased as a result of any change in Accounting Standards after the Effective Date;
- (g) if the Claim arises or is increased as a result of action taken or not taken by the Seller after consultation with and the prior written approval of the Buyer;
- (h) to the extent that provision has been made for any fact, matter or circumstance giving rise to a Claim in the Last Accounts or the Hampton Accounts; or
- (i) if the Buyer was aware on or before the date of this agreement of any fact, matter or circumstance, which gives rise to or forms the basis of the Claim.

9.5 Recovery

Where the Buyer or any Group Member is or may be entitled to recover from some other person any sum in respect of any matter or event which could give rise to a Claim, the Buyer will:

- (a) use its reasonable endeavours to recover (or procure that the relevant Group Member recovers) that sum before making the Claim;
- (b) keep the Seller at all times fully and promptly informed of the conduct of such recovery; and
- (c) reduce the amount of the Claim by the amount of the Recovered Sum.

If the recovery is delayed until after the Claim has been paid by the Seller to the Buyer the Recovered Sum will be paid to the Seller.

9.6 Reduction in Purchase Price

If payment is made for a breach of any Warranty, the payment is to be treated as an equal reduction in the purchase price of each Share unless otherwise agreed by the parties acting reasonably.

9.7 Time limit on Claim

The Buyer may not make any Claim under this agreement including for a breach of Warranty (but not including a Claim under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”)) unless full details of the Claim have been notified to the Seller in accordance with clause 9.1 (“Notice of Claims”) within:

- (a) in the case of a Tax Warranty, within 4 years from the Completion Date; and
- (b) in all other cases, within 12 months from the Completion Date.

A Claim will not be enforceable against the Seller and is to be taken for all purposes to have been withdrawn unless any legal proceedings in connection with the Claim are commenced within six months after written notice of the Claim is served on the Seller in accordance with clause 9.1 (“Notice of Claims”).

9.8 Minimum amount of Claim

The Buyer may not make any Claim under this agreement including for a breach of Warranty (but not including a Claim under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”)):

- (a) if the amount of the Claim is less than 1% of the Purchase Price; and
- (b) unless and until the aggregate amount of all Claims properly made under this agreement exceeds 2.5% of the Purchase Price.

9.9 Maximum Liability

The Seller’s total liability for loss or damage of any kind not excluded by clause 9.10 (“Exclusion of consequential liability”) however caused, in contract, tort, (including negligence), under any statute or otherwise from or relating in any way to this agreement or its subject matter is limited:

- (a) for all breaches of the Warranties set out in clauses 2.1, 2.2 and 2.3 of schedule 4 (“Warranties”) and for Claims under clause 10.6 (“ATO Review indemnity”), in aggregate, to the amount which is 100% of the Purchase Price; and
- (b) for all other Claims, in aggregate, under or in connection with this agreement (but not including any Claims under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”)), to the amount which is 10% of the Purchase Price,

provided that the Seller’s total liability in aggregate for any and all Claims (but not including any Claims under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”)) is limited to the amount which is 100% of the Purchase Price.

9.10 Exclusion of consequential liability

The Seller excludes all liability for indirect and consequential loss or damage (including for loss of profit (whether direct, indirect, anticipated or otherwise), loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill), damage to reputation and loss or corruption of data regardless of whether any or all of these things are considered to be indirect or consequential losses or damage) in contract, tort (including negligence), under any statute or otherwise arising from or related in any way to this agreement or its subject matter.

9.11 Insured Claim or loss

The Seller will not be liable for any Claim under or in relation to or arising out of this agreement including a breach of a Warranty unless the Buyer has first made a Claim, or caused the Company (or a Subsidiary, as applicable) to make a Claim under any insurance policy held by the Buyer or any Group Member which may cover that Claim

and that Claim has been denied in whole or in part by the relevant insurer. If the Buyer has still incurred some damage or Loss, that remaining amount will be the amount of the Buyer's Loss for the purposes of this agreement.

9.12 Later recoveries

If, after the Seller has made a payment to the Buyer pursuant to a Claim under or in relation to or arising out of this agreement, including a breach of a Warranty, the Buyer or any Group Member receives a payment or benefit in relation to the fact, matter or circumstance to which the Claim related, then the Buyer must repay to the Seller the amount received from the Seller or, if less, the amount of the payment or benefit which was received by the Buyer any Group Member (as the case may be).

9.13 Obligation to mitigate

Nothing in this clause 9 ("Limitations of Liability") in any way restricts or limits the general obligation at Law of the Buyer to mitigate any Loss or damage which it may incur in consequence of any breach by the Seller of the terms of this agreement including a breach of a Warranty.

9.14 Tax Benefit

In calculating the Liability of the Seller for a Claim arising under, in relation to or arising out of this agreement, including a breach of any Warranty, any Tax benefit or reduction received by the Buyer or the Group as a result of the loss or damage arising from that breach must be taken into account.

10. AVOCA ACQUISITION DUTY AND ATO REVIEW INDEMNITY

10.1 Avoca Acquisition Duty indemnity and acknowledgment

- (a) The Seller indemnifies the Buyer against, and must pay to the Buyer in accordance with this clause (or, at the Seller's discretion, directly to the Western Australian Department of Finance (Office of State Revenue) (the "**Department**")), an amount equal to the Avoca Acquisition Duty (and any penalties or interest arising as a result of the action or inaction of the Seller).
- (b) Further to (a) above, the parties agree and acknowledge that:
 - (i) on 29 July 2013, the Seller paid an amount of \$64,382,511 directly to the Department in respect of the Avoca Acquisition Duty;
 - (ii) the Seller disputes the quantum of assessment levied by the Department in respect of the Avoca Acquisition Duty (but has paid the amount referred to in (i) above to avoid the imposition of penalties or interest); and
 - (iii) the Seller intends to continue to make submissions to, and take such other steps as it considers appropriate (including on behalf of the Group Members pursuant to clause 10.4 below) to seek to vary, the Department's assessment and seek a refund of some or all of the amount so paid by it.

10.2 Time for payment

The Seller must make any payment due under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”) no later than the day that is 2 Business Days before the last date on which payment of the Avoca Acquisition Duty may lawfully be made without incurring penalties or interest for late payment (taking into account all rights or review or appeal that may be available).

10.3 Refunds

If the Seller has made a payment under clause 10.1(a) (“Avoca Acquisition Duty indemnity and acknowledgment”) or otherwise in respect of the Avoca Acquisition Duty (whether before or after Completion including, without limitation, the amount already paid by the Seller and referred to in clause 10.1(b)) and at any time after such payment is made the Buyer or any Group Member receives any refund (or recovery from any other person) in respect of any fact, matter or circumstance in respect of which that payment was made (“**Refund Amount**”) then the Buyer must as soon as reasonably practicable after receipt pay to the Seller an amount equal to the Refund Amount less all costs reasonably incurred (if any) by the Buyer or any Group Member in obtaining that refund.

10.4 Conduct

In relation to the Avoca Acquisition Duty:

- (a) the Buyer must allow and must procure that each Group Member allows the Seller to take over the conduct of all proceedings and negotiations in relation to the Avoca Acquisition Duty and to settle or compromise any Claim in relation to the Avoca Acquisition Duty on such terms as the Seller thinks fit and the Buyer must procure that each Group Member appoints the Seller as its representative for this purpose;
- (b) the Buyer must procure that each Group Member:
 - (i) responds to any Authority in any manner as the Seller may request (acting reasonably) including by giving notice of objection to any assessment issued in respect of the Avoca Acquisition Duty;
 - (ii) provides the Seller and its Representative with all access to the employees and records of each Group Member as the Seller may reasonably require in connection with the Avoca Acquisition Duty and permits the Seller or its Representatives to take copies of those records;
 - (iii) uses all reasonable endeavours (including the reimbursement of all out of pocket expenses) to procure that employees of any Group Member provide all witness statements and other evidence as the Seller may reasonably require to avoid, dispute, settle or compromise any assessment in relation to the Avoca Acquisition Duty; and

- (iv) takes all other action that the Seller may request to avoid, dispute, settle or compromise any assessment relating to the Avoca Acquisition Duty including instituting legal proceedings or seeking any administrative law remedy;
- (c) the Seller must keep the Buyer reasonably informed of all matters relating to the assessment of the Avoca Acquisition Duty, must (upon request) provide to the Buyer copies of all correspondence and other documents relating to the Avoca Acquisition Duty in a timely manner, and must (upon request) permit the Buyer or its Representatives to attend all meetings with any Authority relating to the Avoca Acquisition Duty; and
- (d) the Seller indemnifies the Buyer against, and must pay to the Buyer on demand the amount of, any reasonable cost or expense reasonably incurred by the Buyer or any Group Member arising out of or in connection with any action taken by the Buyer or any Group Member under this clause 10.4 ("Conduct").

10.5 Limitations

Without limiting clause 10.3 in any way, the Seller is not liable to make any payment under this clause 10 ("Avoca Acquisition Duty and ATO Review Indemnity"):

- (a) if the Buyer has failed to comply strictly with clause 10.4 ("Conduct");
- (b) if the Buyer has ceased after Completion to own or control the Group Member that is liable to pay the Avoca Acquisition Duty;
- (c) to the extent that provision for the Avoca Acquisition Duty has been included in the Working Capital Statement or in any other adjustment to the Purchase Price payable under this agreement;
- (d) to the extent that the amount otherwise payable in respect of the Avoca Acquisition Duty has been recovered by the Buyer under a Warranty Claim;
- (e) to the extent that the Avoca Acquisition Duty or any fact, matter or circumstance giving rise to it gives rise to any Tax benefit to the Buyer or any Group Member;
- (f) to the extent that the amount of the Avoca Acquisition Duty arises out of or is increased by anything done or omitted to be done by the Buyer or any Group Member after Completion (other than as directed by, or with the prior written consent of, the Seller);
- (g) to the extent that the amount of the Avoca Acquisition Duty arises from a change in any legislation or regulation relating to Duty, any judicial or administrative interpretation of any legislation or regulation or any practice or policy or public or private ruling of any Authority after the Completion Date (whether or not retrospective in effect); or
- (h) to the extent that, in relation to the amount of the Avoca Acquisition Duty, any amount is in respect of GST which is recoverable from the recipient of a supply or for which an input tax credit is available.

10.6 ATO Review indemnity

The Seller indemnifies the Buyer against any Claim against the Buyer or any Group Member arising directly out of the ATO Review and resulting in a present obligation to pay corporate income tax (including fines and penalties) in respect of the period prior to the Effective Date.

11. BUYER'S AND GUARANTOR'S WARRANTIES**11.1 Buyer's and Guarantor's warranties**

The Buyer and Guarantor each represents and warrants to the Seller that each of the following statements is correct and not misleading in any material respect on the date of this agreement and will be correct and not misleading as at the Effective Date and the Completion Date as if made on each of those dates:

- (a) it is validly incorporated;
- (b) it has the power to enter into and perform this agreement and has obtained all necessary consents and authorisations to enable it to do so;
- (c) the entry into and performance of this agreement by it does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking by which it is bound;
- (d) this agreement constitutes valid and binding obligations upon it enforceable in accordance with its terms by appropriate legal remedy and (without limitation) it has the financial capacity to meet its obligation to pay the Purchase Price and any other amounts due and payable by it in accordance with this agreement;
- (e) this agreement and Completion do not conflict with or result in a breach of or default under any applicable Law, any material term or provision of its constitution or any material term or provision of any agreement or deed or writ, order or injunction, judgment, Law, rule or regulation to which it is a party or is subject or by which it is bound; and
- (f) it is not Insolvent and is able to pay its debts as and when they fall due.

11.2 Indemnity

The Buyer indemnifies the Seller against any Loss that the Seller may incur to the extent caused by any breach of the representations and warranties in clause 11.1 ("Buyer's and Guarantor's warranties").

11.3 Seller's acknowledgement

The Seller acknowledges and agrees that to the maximum extent permitted by Law, it will not make and waives any right it may have to make any Claim against the Buyer, the Guarantor or any of their Representatives under any provision of the Australian Competition and Consumer Act 2010 (Cwlth) or the corresponding provision of any other Commonwealth, state or territory enactment, for any statement or representation concerning the Buyer or the Guarantor.

12. DEFAULT**12.1 Failure by a party to Complete**

If a party does not Complete, other than as a result of default by the other party, the non-defaulting party may give the defaulting party notice requiring it to Complete within 3 Business Days of receipt of the notice.

12.2 Specific performance or termination

If the defaulting party does not Complete within the period specified in clause 12.1 ("Failure by a party to Complete") the non-defaulting party may choose either to proceed for specific performance or terminate this agreement. In either case, the non-defaulting party may seek damages for the default.

12.3 Termination of agreement

If this agreement is terminated then clause 3.6 ("Effect of termination") will apply with the necessary changes. A termination of this agreement under this clause will not affect any other rights the parties have against one another at Law or in equity.

13. GUARANTEE AND INDEMNITY**13.1 Consideration**

The Guarantor acknowledges that the Seller is acting in reliance on the Guarantor incurring obligations and giving rights under this Guarantee.

13.2 Guarantee

The Guarantor unconditionally and irrevocably guarantees to the Seller the Buyer's compliance with the Buyer's obligations in connection with this agreement, including each obligation to pay money. If the Buyer does not comply with those obligations on time and in accordance with this agreement, then the Guarantor agrees to comply with those obligations on demand from the Seller. A demand may be made whether or not the Seller has made demand on the Buyer.

13.3 Indemnity

The Guarantor indemnifies the Seller against any Loss arising if an obligation is unenforceable against, or a monetary obligation cannot be recovered from, the Guarantor under this Guarantee or from the Buyer because of any circumstance. The Guarantor agrees to pay amounts due under this clause on demand from the Seller. The Seller need not incur expense or make payment before enforcing this right of indemnity.

13.4 Extent of guarantee and indemnity

The guarantee in clause 13.2 ("Guarantee") is a continuing obligation despite any intervening payment, settlement or other thing and extends to all of the Buyer's obligations in connection with this agreement. The Guarantor waives any right it has of first requiring the Seller to commence proceedings or enforce any other right against the Seller or any other person before claiming from the Guarantor under this Guarantee.

13.5 Obligation to pay interest

The Guarantor agrees to pay interest on any amount under this Guarantee which is not paid on the due date for payment. The Guarantor must pay to the Seller on demand interest on the due amount at the Interest Rate, with interest to accrue from the due date until the date of actual payment, calculated daily on the basis of a 365 day year and capitalised daily.

13.6 No merger

This Guarantee does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any other guarantee, indemnity, mortgage, charge or other encumbrance, or other right or remedy to which the Seller is entitled; or
- (b) a judgment which the Seller obtains against the Guarantor, the Buyer or any other person in connection with this agreement.

The Seller may still exercise its rights under this Guarantee as well as under the judgment, mortgage, charge or other encumbrance or the right or remedy.

13.7 Rights of the Seller are protected

The rights given to the Seller under this Guarantee, and the Guarantor's liabilities under it, are not affected by any act or omission of the Seller or any other person. For example, those rights and liabilities are not affected by:

- (a) any act or omission:
 - (i) varying or replacing this agreement; or
 - (ii) releasing the Buyer or giving the Buyer a concession (such as more time to pay); or

- (b) acquiescence or delay by the Seller or any other person.

13.8 Guarantor's rights are suspended

As long as any obligation is required, or may be required, to be complied with in connection with this Guarantee, the Guarantor may not, without the Seller's consent:

- (a) reduce its liability under this Guarantee by claiming that it or the Buyer or any other person has a right of set-off or counterclaim against the Seller; or
- (b) exercise any legal right to claim to be entitled to the benefit of another guarantee, indemnity, mortgage, charge or other encumbrance given in connection with this agreement or any other amount payable under this Guarantee; or
- (c) claim an amount from the Buyer, or another guarantor, under a right of indemnity; or
- (d) claim an amount in the liquidation, administration or insolvency of the Buyer or of another guarantor of any of the Buyer's obligations.

13.9 Reinstatement of rights

Under any Insolvency Law, a person may claim that a transaction (including a payment) in connection with this Guarantee or this agreement is void or voidable. If a claim is made and upheld, conceded or compromised, then:

- (a) the Seller is immediately entitled as against the Guarantor to the rights in connection with this Guarantee or this agreement to which it was entitled immediately before the transaction; and
- (b) on request from the Seller, the Guarantor agrees to do anything (including signing any document) to restore to the Seller any security interest, mortgage, charge or other encumbrance (including this Guarantee) held by it from the Guarantor immediately before the transaction.

13.10 Costs

The Guarantor agrees to pay or reimburse the Seller on demand for:

- (a) the Seller's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee including legal costs, charges and expenses on a full indemnity basis; and
- (b) all duties, fees, Taxes and charges which are payable in connection with this guarantee or a payment or receipt or other transaction contemplated by it.

14. CONFIDENTIAL INFORMATION AND PRIVACY

14.1 Confidential Information

Subject to clauses 14.6 (“Disclosure to other potential buyers”), 14.8 (“Enforcement by the Company”) and 14.9 (“Privacy”), no Confidential Information may be disclosed by the Receiving Party to any person except:

- (a) to Representatives of the Receiving Party or its Related Entities requiring the information for the purposes of this agreement;
- (b) with the consent of the Disclosing Party;
- (c) if the Receiving Party is required to do so by Law, a stock exchange or any regulatory authority; or
- (d) if the Receiving Party is required to do so in connection with legal proceedings relating to this agreement.

14.2 Disclosure of Confidential Information

If the Receiving Party discloses information under clause 14.1(a) or 14.1(b) (“Confidential Information”) the Receiving Party must use its reasonable endeavours to ensure that recipients of the Confidential Information do not disclose the Confidential Information except in the circumstances permitted in clause 14.1 (“Confidential Information”).

14.3 Use of Confidential Information

The Buyer must not use any Confidential Information except for the purpose of performing its obligations under this agreement.

14.4 Excluded Information

Clauses 14.1 (“Confidential Information”), 14.2 (“Disclosure of Confidential Information”) and 14.3 (“Use of Confidential Information”) do not apply to Excluded Information.

14.5 Delivery of materials

The Receiving Party must, on the request of the Disclosing Party, immediately deliver to the Disclosing Party or otherwise destroy all documents or other materials containing or referring to Confidential Information of the Disclosing Party which are:

- (a) in the Receiving Party’s possession, power or control; or
- (b) in the possession, power or control of persons who have received Confidential Information under clause 14.1(a) or 14.1(b) (“Confidential Information”).

14.6 Disclosure to other potential buyers

The Buyer acknowledges that the Seller has disclosed to other potential buyers of the Shares information which may be of a confidential nature and that clause 14.1 (“Confidential Information”) does not apply to any such disclosure.

14.7 Disclosure prior to the date of this agreement

The Buyer acknowledges that the Seller has disclosed information prior to the date of this agreement which may be of a confidential nature and that clause 14.1 (“Confidential Information”) does not apply to any such disclosure prior to the date of this agreement.

14.8 Enforcement by the Company

Nothing in this clause 14 (“Confidential Information and privacy”) will prevent the Company from enforcing any confidentiality agreement entered into by potential buyers of the Shares before the date of this agreement, to the extent that the confidentiality agreement was for the benefit of and is enforceable by the Company.

14.9 Privacy

The Buyer agrees:

- (a) to comply with all Privacy Laws;
 - (i) by which it is bound; and
 - (ii) by which the Seller is bound and notifies the Buyer,in connection with Personal Information collected, used or disclosed in connection with this agreement; and
- (b) not to do anything with the Personal Information that may cause the Seller to be in breach of a Privacy Law.

14.10 Use of Personal Information by Seller after Completion

If the Seller is required by this agreement or by Law to retain any Personal Information which is part of the Confidential Information, the Seller may use and disclose that Personal Information for the purpose for which it is required to be retained under this agreement or as required by that other Law or by any Privacy Laws.

14.11 Survival of termination

This clause 14 (“Confidential information and privacy”) will survive termination of this agreement.

15. ANNOUNCEMENTS

15.1 Public announcements

Subject to clause 15.2 (“Public announcements required by Law”), no party may, before the later of Completion and the final payment of the Adjustment Amount, make or send a public announcement, communication or circular concerning the transactions referred to in this agreement unless it has first obtained the written consent of the other parties which consent is not to be unreasonably withheld or delayed.

15.2 Public announcements required by Law

- (a) Clauses 14.1 (“Confidential Information”) and 15.1 (“Public announcements”) do not apply to a public announcement, communication or circular required by Law or a regulation of a stock exchange, if the party required to make or send it has notified the other party as soon as possible (and in any event prior to public announcement) of the obligation to disclose and, to the extent reasonably practicable in the circumstances taking into account the relevant legal requirements, provided the other party a reasonable opportunity to comment on the requirement for and content of the disclosure; and
- (b) provided all assistance and co-operation that the other party considers necessary to prevent or minimise that disclosure.

16. NOTICES AND OTHER COMMUNICATIONS

16.1 Form - all communications

Unless expressly stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be:

- (a) in writing;
- (b) signed by the sender (if an individual) or an Authorised Officer of the sender; and
- (c) marked for the attention of the person identified in the Details or, if the recipient has notified otherwise, then marked for attention in the way last notified.

16.2 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details; or
- (d) given in any other way permitted by Law.

However, if the intended recipient has notified a changed address or fax number then the communication must be to that address or fax number.

16.3 When effective

Communications take effect from the time they are received or taken to be received under clause 16.4 (“When taken to be received”) (whichever happens first) unless a later time is specified.

16.4 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent.

16.5 Receipt outside business hours

Despite clauses 16.3 (“When effective”) and 16.4 (“When taken to be received”), if communications are received or taken to be received under clause 15.4 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

17. MISCELLANEOUS**17.1 No assignment**

No party may assign or otherwise deal with its rights under this agreement or allow any interest in them to arise or be varied in each case without the consent of the other party, which consent must not be unreasonably withheld or delayed.

17.2 Exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

17.3 No liability for loss

A party is not liable for Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

17.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

17.5 Conflict of interest

The parties' rights and remedies under this agreement may be exercised even if it involves a conflict of duty or a party has a personal interest in their exercise.

17.6 Remedies cumulative

The Seller's rights and remedies provided in this agreement are in addition to other rights and remedies of the Seller given by Law independently of this agreement.

17.7 Rights and obligations are unaffected

Rights given to the parties under this agreement and the parties' liabilities under it are not affected by anything which might otherwise affect them by Law.

17.8 Variation and waiver

A provision of this agreement or a right created under it may not be waived or varied except in writing, signed by the party or parties to be bound.

17.9 No merger

The Warranties, undertakings and indemnities in this agreement including those contained in clause 11 ("Buyer's and Guarantor's warranties") do not merge and are not extinguished on Completion and will survive after Completion.

17.10 Indemnities

Subject to this agreement, the indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

17.11 Further steps

Each party agrees, at its own expense, to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this agreement and the transactions contemplated by it.

17.12 Interest on late payments

If any party (the “**Payor**”) fails to make a payment due under this agreement to any other party (the “**Payee**”) on or before the due date, then without limiting any other remedy of the Payee, the Payor must pay to the Payee on demand interest on the due amount at the Interest Rate, with interest to accrue from the due date until the date of actual payment, calculated daily on the basis of a 365 day year and capitalised daily.

17.13 Time of the essence

Time is of the essence in this agreement in respect of any date or period determined under this agreement.

17.14 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

17.15 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

17.16 Knowledge and belief

Any statement made by a party on the basis of its knowledge, information, belief or awareness, is made on the basis that the party has, in order to establish that the statement is accurate and not misleading in any material respect, made all reasonable enquiries of its officers, managers and employees who could reasonably be expected to have information relevant to matters to which the statement relates.

17.17 Legal costs

The Seller and the Buyer agree to pay their own legal and other costs and expenses in connection with the negotiation, preparation, execution and completion of this agreement and other related documentation, except for stamp or other duties.

17.18 Duties

The Buyer agrees to pay all stamp, transaction or registration duties or similar charges (including fines and penalties) chargeable, payable or assessed in relation to this agreement or the transfer of the Shares to the Buyer.

17.19 Governing Law

This agreement is governed by the Law in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

17.20 Serving documents

Without preventing any other method of service, any document in an Action may be served on a party by being delivered to or left at that party's address in the Details (and otherwise in accordance with the requirements of clause 16 ("Notices and other communications")).

17.21 Counterparts

This agreement may consist of a number of copies (including facsimile and electronic copies), each signed by one or more parties to the agreement. If there are a number of signed copies they are treated as making up the one document and the date on which the last counterpart is executed is the date of the agreement.

18. INTERPRETATION

18.1 Definitions

These meanings apply unless the contrary intention appears.

Accounting Standards means:

- (a) accounting standards as that term is defined in the Corporations Act; and
- (b) to the extent not inconsistent with paragraph (a) generally accepted Australian accounting principles which are consistently applied.

Action means an action, dispute, Claim, demand, investigation, inquiry, prosecution, litigation, proceeding, arbitration, mediation or dispute resolution.

Adjustment Amount means the amount of the Working Capital as set out in the Working Capital Statement, expressed as a positive number.

Assets means the assets from time to time of the Group (other than the Excluded Assets).

Associate has the same meaning as in Part 1.2, Division 2 of the Corporations Act.

ATO Review means the current Australian Taxation Office review of the Group, details of which have been disclosed in the Disclosure Material.

Authorised Officer means a person appointed by a party to act as an Authorised Officer for the purposes of this agreement.

Authority means any Government Agency responsible for Tax, wherever situated.

Avoca Acquisition Duty means any Duty payable by the Company to the Western Australian Department of Finance (Office of State Revenue) in connection with or as a result of the acquisition by it of all issued shares in the capital of Avoca Resources Limited by way of scheme of arrangement in February 2011, details of which are set out in the Disclosure Material.

Business means the gold production and exploration business of the Group.

Business Day means a day other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Business Premises means all the land and buildings leased, occupied, owned or otherwise used by the Group but excludes the Tenements and the Hampton Areas Land.

Cash Maximisation Plan means the operating plan to maximise cash return from the Business as presented in the Disclosure Materials (in Virtual Data Room items 4.7.2.1.1 – 130831 Higginsville Forecast – Consol (October 2013 – June 2014) for release; 4.7.2.1.3 – 130919 South Kal Forecast – Consol (October 13 – June 14) for release; and 4.7.2.3.1 – 130831 Administration Support) or otherwise as amended by agreement between the Buyer and the Seller after the Effective Date.

Claim means any allegation, debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.

Company means Alacer Gold Pty Ltd ABN 66 147 473 970.

Completion means completion of the sale and purchase of the Shares in accordance with clause 4 (“Completion”) and **Complete** has a corresponding meaning.

Completion Date means the date which is 5 Business Days after the later of the Effective Date and the satisfaction or waiver of the condition in clause 3.1 (“Conditional on FIRB approval”), or any other date agreed by the Seller and the Buyer.

Completion Payment means the:

- (a) amount of \$40 million;
- (b) less the Deposit.

Confidential Information means all Information disclosed to the Receiving Party or any Related Entity or Representative of the Receiving Party, under or in connection with this agreement, including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Disclosing Party or any of its Related Entities;
- (b) information derived or produced partly or wholly from the Information including any calculation, conclusion, summary or computer modelling; and
- (c) trade secrets or information which is capable of protection at Law or equity as confidential information,

whether the Information was disclosed:

- (d) orally, in writing or in electronic or machine readable form;

- (e) before, on or after the date of this agreement;
- (f) as a result of discussions between the parties concerning or arising out of the acquisition of the Business; or
- (g) by the Disclosing Party or any of its Representatives, any of its Related Entities, any Representatives of its Related Entities or by any third person.

Constitution means, in respect of a Group Member, the constitution of that Group Member.

Control of a corporation included the direct or indirect power to directly or indirectly:

- (a) direct the management or policies of the corporation; or
- (b) control the membership of the board of directors,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise.

Corporations Act means the Corporations Act 2001 (Cwlth).

Credit Agreement means the intra-group credit agreement dated 30 December 2011 between the Seller and the Company.

Current Gold Price means the current gold price (which shall be taken to be the daily PM USD spot gold price as quoted by the London Bullion Market Association on the Effective Date and converted to AUD pursuant to the Reserve Bank of Australia USD-AUD exchange rate for the same day as the applicable spot gold price).

Debt Assignment means the assignment of the Intercompany Debt from the Seller to the Buyer with effect from (and subject to) Completion.

Debt Assignment Deed means a deed (in a form agreed between the parties, acting reasonably) between each of the Buyer, Seller and the Company to effect:

- (a) the Debt Assignment; and
- (b) the termination of the Credit Agreement,

in each case from (and subject to) Completion.

Deposit means \$10 million payable by the Buyer in accordance with clause 5.1 ("Payment of Deposit").

Disclosing Party means the party disclosing Confidential Information.

Disclosure Letter means the letter from the Seller and the Group addressed to the Buyer and dated and delivered to it before the date of this agreement in the form agreed between the Seller and the Buyer and includes all of its schedules and annexures (if any).

Disclosure Material means:

- (a) all of the information and material which was contained in the Virtual Data Rooms, a copy of an index of which was signed by the Buyer and the Seller on the date of this agreement (and, in respect of the electronic data room for the Seller's Australian Business Unit hosted by R.R. Donnelley & Sons Company, as reproduced on a CD or DVD provided to the Buyer prior to the execution of this agreement); and
- (b) all of the Seller's public announcements on the Australian Securities Exchange, the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) or the Toronto Stock Exchange; and
- (c) the matters disclosed in the Disclosure Letter.

Disputed Matters has the meaning given to it in clause 5.3 ("Working Capital Statement").

DMP means the Department of Mines and Petroleum, Western Australia (or any other Government Agency as is, from time to time, responsible for the administration of the Mining Act).

Due Diligence means the enquiries and investigations into the Group, its Assets or the Business carried out by the Buyer and its Representatives.

Duty means any stamp, transaction or registration duty or similar charge which is imposed by any Governmental Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount which is imposed in that regard.

Effective Date means 12.01am on 1 October 2013.

Employees means the employees of the Group at Completion.

Encumbrance means any security for the payment of money or performance of obligations including a mortgage, lien, charge, pledge, trust, power, title retention, preferential right, interest or arrangement, profit a prendre, easement, public right of way, restrictive or positive covenant or any agreement to create any of them or allow them to exist.

Environment means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sound, odours, place, the biological factors of animals and plants and the social factors of aesthetics.

Environmental Law means any law about the Environment, planning, building or local government including any law about:

- (a) land use or occupation of land or buildings;
- (b) occupational health and safety;
- (c) heritage preservation, protection or conservation of natural or cultural resources;

- (d) pollution or contamination of air, water or soil;
- (e) waste disposal, treatment or storage;
- (f) chemical, toxic, hazardous, poisonous or dangerous substances;
- (g) pesticides;
- (h) noise or odour; or
- (i) a Pollutant.

Escrow Agent means HopgoodGanim, acting as an escrow agent holding the Deposit on trust to be dealt with in accordance with the escrow deed signed by the Escrow Agent and all parties to this agreement on the date of execution of this agreement.

Excluded Assets means:

- (a) equipment and machinery (wherever located) relating to the South Kalgoorlie Operations expansion project (details of which are set out in the Disclosure Material) comprising:
 - (i) the single 6,000 kW (single pinion geared) drive ball mill with dimensions of 6.2m diameter x 9.3m effective grinding length supplied by Citic HIC Australia Pty. Ltd together with all related components and parts and currently located at Citic's workshop (206 Jianshe Rd, Luoyang City, 471039, Henan Province, China);
 - (ii) the single 60 inch x 48 inch Double Toggle Jaw Crusher D60 supplied by Terex Jaques together with all related components and parts and currently located at South Kalgoorlie Operations;
 - (iii) the eight 782Q100 agitators supplied by SPX Flow Technology Australia Pty Ltd together with all related components and parts and currently located at South Kalgoorlie Operations;
 - (iv) the six HR11ITS intertank screens supplied by Alloytech Pty Ltd together with all related components and parts and currently located at South Kalgoorlie Operations; and
 - (v) all related designs, specifications, blueprints, tracings, diagrams, models, designs, drawings, specifications, intellectual property rights, plans, know-how, patents, reports, records, materials and information relating to the proposed 2.5 MTPA plant for the South Kalgoorlie Operations expansion project; and
 - (b) shares held by any Group Member in Rex Minerals Limited (ASX: RXM),
- or any proceeds of sale in respect of any of these items.

Excluded Information means Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the Disclosing Party or any Related Entity of the Disclosing Party;
- (b) the Receiving Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party or its Related Entities or Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source other than the Disclosing Party or any Related Entity or Representative of the Disclosing Party where such source is entitled to disclose it.

Financial Statements means each of the:

- (a) audited balance sheet of the Company and consolidated balance sheet of the Company as at the Last Balance Date;
- (b) audited profit and loss statement of the Company and consolidated profit and loss statement of the Company for the year ending on the Last Balance Date; and
- (c) audited statement of cash flows of the Company and consolidated statement of cash flows of the Company for the year ending on the Last Balance Date,

but does not include any financial information in respect of Hampton.

FIRB means the Foreign Investment Review Board.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity.

Group means the Company and the Subsidiaries.

Group Member means any member of the Group.

GST has the meaning it has in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Guarantee means the guarantee and indemnity in clause 13 ("Guarantee and indemnity").

Group Intellectual Property means all intellectual property rights (including all current registered and unregistered rights in respect of copyright, designs, databases, systems, circuit layouts, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967) which are owned, supplied or used at any time by the Group in connection with the Assets, the Business or the Tenements and includes any material, electronic or other embodiment of those rights.

Hampton means Hampton Gold Mining Areas Limited ARBN 009 473 054.

Hampton Accounts means financial accounts for Hampton for the year ending on the Last Balance Date, prepared in accordance with the applicable laws of England and Wales.

Hampton Areas Land means the gazetted freehold land established under the Mining on Private Property Act 1898 (WA) and associated regulations, to the extent held by Hampton.

Heritage Acts means the Aboriginal Heritage Act 1972 (WA) and the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cwlth).

Incoming Directors means the persons nominated by the Buyer to be directors of the each Group Member from Completion.

Independent Expert means the person appointed as expert jointly by the Seller and the Buyer or if they do not agree on the person to be appointed within seven days of one party requesting appointment, the accountant appointed by the President of the Australian Institute of Chartered Accountants at the request of either the Seller or the Buyer.

Information means all information regardless of its Material Form relating to or developed in connection with:

- (a) the business, technology or other affairs of the Disclosing Party or any Related Entity of the Disclosing Party, or in the case of the Seller only, the Company; or
- (b) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property or any other information which is marked “confidential” or is otherwise indicated to be subject to an obligation of confidence owned or used by or licensed to the Disclosing Party or a Related Entity of the Disclosing Party, or in the case of the Seller only, the Company.

Input Tax Credit has the meaning it has in the GST Act.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has had a Controller (as defined in the Corporations Act) appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the Corporations Act) appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than

to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or

- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the Law of any jurisdiction.

Intercompany Debt means the aggregate of all amounts as at the Completion Date owing by the Company to the Seller (including accrued but unpaid interest, administration fees, charges and costs and net of withholding tax paid on unpaid interest) arising under the Credit Agreement.

Interest Rate means 8% per annum.

Last Accounts means:

- (a) each of the Financial Statements;
- (b) applicable notes to each of the Financial Statements required by the Accounting Standards;
- (c) any other information necessary to give a true and fair view of the financial position and performance of the Company and its consolidated entities (other than Hampton); and
- (d) a directors' declaration regarding the Financial Statements (taken together) containing the information and opinions required by the Corporations Act.

copies of which are contained in the Disclosure Material.

Last Balance Date means:

- (a) in respect of the Last Accounts, 31 December 2012; and
- (b) in respect of the Hampton Accounts, 30 June 2013.

Law includes:

- (a) any law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency; and
- (b) any statute, regulation, proclamation, ordinance or by-law in:
 - (i) Australia; or
 - (ii) any other jurisdiction.

Liability means any liability or obligation (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred but excluding liability for any consequential or indirect losses, economic losses or loss of profits.

Local Insurances means insurance policies taken out by a Group Member in relation to motor vehicles, workers' compensation liability, marine cargo, crime, statutory and business practices, journey injury and travel.

Loss means all damage, loss, cost, and expense (including legal costs and expenses of whatsoever nature or description) but excluding any liability for consequential or indirect losses, economic losses or loss of profits.

Mark includes a reference to a trade mark, logo, symbol, get up, domain name, trade mark, business name, service mark, brand name and similar rights whether registered or unregistered.

Material Adverse Change means in relation to the Group, one or more occurrences or matters individually or in aggregate that:

- (a) have or could reasonably be expected to have a material adverse effect on the Business, Material Assets, financial condition, prospects or results of operations of the Group, taken as a whole, other than any change in general economic conditions or fluctuations in commodity prices or exchange rates; or
- (b) prevent the Seller or the Buyer from performing its obligations under this agreement.

Material Asset means an Asset having a book value in excess of \$250,000.

Material Contract means the contracts specified in schedule 7 ("Material Contracts").

Material Form includes any form (whether visible or not) of storage from which reproductions can be made.

Mining Act means the Mining Act 1978 (WA).

Ordinary Course means any act (or omission), condition, circumstance or status of the Business (or of the Seller or any Group Member in respect of the Business) that is:

- (a) consistent with past practice and is taken by the Seller or a Group Member (or exists) in the ordinary course of normal or prudent operations; or
- (b) reasonably taken by the Seller or a Group Member:
 - (i) to address business conditions then affecting the Business or existing, arising or customary in the Western Australian gold mining industry (including acts to address further material changes in the spot price of gold and material exchange rate movements); or
 - (ii) that is consistent with:
 - (A) any course of operations that has been announced by the Seller to ASX (including in its announcement of 12 August 2013 headed “Alacer Gold Announces Leadership Changes and Update on Australian Asset Sale Process”); or
 - (B) the Cash Maximisation Plan.

Performance Bonds means all guarantees, bonds and other securities lodged with any Government Agency (including the DMP) by or on behalf of any Group Member in relation to the Tenements or any Statutory Licence, as required under the Mining Act or any other Law.

Permitted Encumbrances means:

- (a) rights reserved to or vested in any Government Agency by the terms of any instrument or grant affecting the Tenements;
- (b) the terms and conditions of the Tenements (including any performance bonds in relation thereto);
- (c) reservations, limitations, provisos and conditions contained in any grants of any of the Tenements and statutory exceptions to title;
- (d) easements, rights of way, restrictions, servitudes, permits, conditions, covenants, exceptions, reservations, and other similar encumbrances reserved or granted;
- (e) any interest or right arising under or pursuant to any contracts held by a Group Member;
- (f) any dealing, disposition of interest, or transfer of the rights of the registered holder of any Tenement (including to any one or more minerals) in respect of any of the Tenements which has been disclosed in the Disclosure Materials or would be disclosed or indicated by a search of the records maintained by the DMP;
- (g) Taxes, Duties or royalties imposed on the Assets by any Government Agency;

- (h) all applicable Laws, rules and orders of any Government Agency;
- (i) the terms of the Statutory Licences;
- (j) each royalty referred to in a caveat or dealing registered under the Mining Act in respect of the Tenements and any other royalty which exists in relation to the Tenements which has been disclosed in the Disclosure Materials;
- (k) the existence of sacred sites as defined in the Heritage Acts;
- (l) the existence of or claims in respect of native title rights; and
- (m) any lien or retention of title arrangement securing the unpaid balance of purchase money for property acquired in the ordinary course of business or any other interest of the kind referred to in section 12(3) of the PPSA where the transaction concerned does not, in substance, secure payment or performance of an obligation.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a Material Form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Pollutant means any solid, liquid, gas, odour, radiation, heat, sound, vibration, chemical, chemical waste or other substance:

- (a) declared by a Government Agency to be hazardous, a contaminant, a risk to health or safety of any person, animal or plant, or to otherwise cause, or to be likely to cause, the environment to be degraded; or
 - (b) which harms or is likely to harm the Environment or any person,
- including asbestos, polychlorinated biphenyls and radioactive substances.

PPSA means the Personal Property Securities Act 2009 (Cwlth).

PPSR means the register established under the PPSA.

Privacy Laws means:

- (a) the Privacy Act 1988 (Cwlth);
- (b) any other requirement under Australian Law, industry code, policy or statement relating to the handling of Personal Information.

Purchase Price means the aggregate of:

- (a) the Deposit;
- (b) plus the Completion Payment;
- (c) plus or minus (as applicable) the Adjustment Amount;
- (d) plus or minus (as applicable) any other adjustments to the Purchase Price made under this agreement.

Receiver includes a receiver or a receiver and manager.

Receiving Party means the recipient of Confidential Information.

Records means originals and copies, in any Material Form, of all books, files, reports, records, correspondence, documents and other material of the Group in relation to the Business and includes:

- (a) minute books, statutory books and registers, books of account and copies of taxation returns;
- (b) sales literature, market research reports, brochures and other promotional material (including printing blocks, negatives, sound tracks and associated material);
- (c) all sales and purchasing records, contracts, designs and working papers;
- (d) all trading and financial records; and
- (e) lists of all regular suppliers and customers.

Recovered Sum means the amount recovered by the Buyer under clause 9.5 (“Recovery”).

Related Entity has the meaning it has in the Corporations Act.

Related Party has the same meaning as it would have in section 9 of the Corporations Act if all references in section 9 to “public company” were to “public company or proprietary company”.

Replacement Bonds has the meaning given to it in clause 4.3(e) (“Replacement performance bonds”).

Representative of a party includes a Related Entity of that party and an employee, agent, officer, director, auditor, adviser, partner, Associate, consultant, joint venturer or sub-contractor of that party or of a Related Entity of that party.

Retiring Directors means the existing directors of each Group Member.

Review Period has the meaning given to it in clause 5.3 (“Working Capital Statement”).

Securities means shares, debentures, stocks, bonds, notes, interests in a managed investment scheme, units, warrants, options, derivative instruments or any other securities.

Seller Intellectual Property means any intellectual property rights (including all current registered and unregistered rights in respect of copyright, designs, circuit layouts, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967) which are owned or used by the Seller.

Seller Mark means any Mark which is owned or used by the Seller and includes the word or name “Alacer”.

September Financial Statements means the PwC-reviewed balance sheet of the Company and consolidated balance sheet of the Company as at 30 September 2013, prepared in accordance with the Accounting Standards as historically applied in respect of the Company.

Shares means all of the issued shares in the capital of the Company agreed to be sold under this agreement and **Share** means any one of those shares.

Statutory Licences means all licences, leases, consents, rights, permits and certificates relating to any aspect of the Business issued by any Government Agency and held by any Group Member.

Subsidiaries means any subsidiaries of the Company including all of the bodies corporate described in schedule 3 (“Subsidiaries”) and **Subsidiary** means any one of those bodies corporate.

Tax means any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Authority and includes, but is not limited to any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above but excludes Duty.

Tax Act means the Income Tax Assessment Act 1936 (Cwlth) or the Income Tax Assessment Act 1997 (Cwlth), as the context requires.

Tax Invoice has the meaning it has in the GST Act.

Tax Law means a Law with respect to or imposing any Tax or Duty.

Tax Warranty means a Warranty relating to Taxation as set out in paragraph 16 of schedule 4.

Tenements means the mining tenements listed in Annexure A.

Treasurer means the Treasurer of the Commonwealth of Australia.

Virtual Data Rooms means:

- (a) the electronic data room for the Seller's Australian Business Unit, hosted by R.R. Donnelley & Sons Company; and
- (b) the Seller-hosted site containing technical data relating to the Seller's Australian Business Unit.

Warranties means the warranties and representations in this agreement including clause 8 ("Warranties and representations") and schedule 4 ("Warranties") and **Warranty** has a corresponding meaning.

Working Capital means an amount equal to:

- (a) current assets; less
- (b) current liabilities (excluding lease liability but including provisions for non-current employee entitlements),

as set out in the final Working Capital Statement (as adjusted by agreement or by a determination of the Independent Expert, where relevant).

Working Capital Statement means the statement of the Working Capital of the Group prepared as at close of business on 30 September 2013 in accordance with clause 5.3 ("Working Capital Statement") and in the format set out in schedule 5 ("Working Capital Statement") together with such information as is required by this agreement.

18.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (b) **(variations or replacements)** a document (including this agreement) includes any variation or replacement of it;
- (c) **(reference to statutes)** a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(singular includes plural)** the singular includes the plural and vice versa;
- (e) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (f) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

- (g) **(two or more persons)** an agreement, representation or Warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (h) **(jointly and individually)** an agreement, representation or Warranty by two or more persons binds them jointly and each of them individually;
- (i) **(dollars)** Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia;
- (j) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (k) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (l) **(accounting terms)** an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (m) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (n) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (o) **(time of day)** time is a reference to Perth time.

18.3 Next day

If an act under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day.

18.4 Next Business Day

If an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.

18.5 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

EXECUTED as an agreement.

SCHEDULE 1 – SHARES

The Shares in the Company are held by the Seller as follows:

Shareholder	Class of Shares	No. of Shares	Fully paid?
Seller	Ordinary	952,705,284	Yes

SCHEDULE 2 – FORM OF DIRECTOR’S RELEASE

Parties	Company and Officer	
Company	Name	[insert full name]
	ABN/ACN/ARBN	[insert as relevant]
	Address	Level 3, 18 – 32 Parliament Place, West Perth, WA 6005
Officer	Name	[insert full name]
	Address	[insert address]
Recitals	A	The Officer is a [<i>director/secretary</i>] of the Company.
	B	The Officer will be resigning as a [<i>director/secretary</i>] of the Company on completion of the sale of the Company from Alacer Gold Corp. to [<i>name of Buyer</i>].
	C	The Company agrees to release the Officer on the terms set out in this deed.
Date of deed	See Signing page	

1. RELEASE OF OFFICER

Subject to section 199A of the Corporations Act, to the maximum extent permitted by law, the Company agrees:

- (a) to unconditionally and irrevocably release the Officer from all rights and Claims relating in any way whatsoever to his employment with or his engagement by the Company; and
- (b) not to issue any proceedings against the Officer in respect of rights and Claims relating in any way whatsoever to his employment with or his engagement by the Company.

The Officer may plead this deed in bar to any Claim or proceedings by the Company or any person claiming on their behalf in respect of Claims or any matter related thereto other than a Claim in relation to a breach of this deed by the Officer.

2. INDEMNITY

Subject to section 199A of the Corporations Act, to the maximum extent permitted by law, the Company agrees to indemnify the Officer against all Claims which the Company or any current or former shareholder of the Company has or may have at any time against the Officer relating in any way whatsoever to his employment with, or engagement by, the Company or any conduct of the Officer involving or relating in any way whatsoever to the Company or its shareholders.

3. SEVERABILITY

If the whole or any part of a provision of this deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

4. ENTIRE AGREEMENT

This deed constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

5. GENERAL

5.1 Exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later. Rights given to the parties under this deed and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.

5.2 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this agreement.

5.3 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

5.4 Costs

Each party will pay its reasonable legal costs and expenses in connection with the preparation, execution and completion of this deed.

5.5 Supervening legislation

Any present or future legislation which operates to vary the obligations of a party in connection with this deed with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

5.6 Counterparts

This deed may be executed in counterparts (including facsimile or electronic counterparts). All counterparts when taken together are to be taken to constitute one instrument.

6. GOVERNING LAW

This deed is governed by the law in force in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

7. INTERPRETATION

7.1 Definitions

The following meaning applies unless the contrary intention appears:

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

EXECUTED as a deed.

Dated:

EXECUTED by [**INSERT RELEVANT COMPANY**] in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

.....
Signature of director

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director (block letters)

.....
Name of director/company secretary*
(block letters)
*delete whichever is not applicable

SIGNED by [***INSERT RELEVANT OFFICER***] in the presence of:

.....
Signature of witness

.....
Signature of [***insert***]

.....
Name of witness (block letters)

SCHEDULE 3 – SUBSIDIARIES

The Subsidiaries of the Company are as follows:

Name of Subsidiary	ACN/ ARBN	Place of Incorporation (if not Australia)	Registered office (if different to the Company)	Issued Capital	Registered shareholders	Beneficial owners of shares (if not the registered shareholders)
Avoca Resources Limited	097 083 282	Australia	As per Company	303,301,781 ordinary shares	Company	N/A
Avoca Mining Pty Ltd	108 547 217	Australia	As per Company	10 ordinary shares	Avoca Resources Limited	N/A
Dioro Exploration NL	009 271 532	Australia	As per Company	475,936,635 ordinary shares	Avoca Resources Limited	N/A
HBJ Minerals Pty Ltd	127 026 519	Australia	As per Company	2 ordinary shares	Dioro Exploration NL	N/A
Hampton Gold Mining Areas Limited	009 473 054	(United Kingdom)	Suite 31, 2nd Floor, 107 Cheapside London EC2V 6DN	10,000 ordinary shares (of £0.10 each)	HBJ Minerals Pty Ltd	N/A

SCHEDULE 4 - WARRANTIES

1. INCORPORATION AND POWER

1.1 Incorporation

Each Group Member is validly incorporated.

1.2 Power

Each Group Member has the power to own its Assets and to carry on the Business as it is now being conducted.

1.3 Compliance with constituent documents

The Business and affairs of the Group Members are conducted in accordance with their respective Constitutions.

2. SHARES

2.1 Proportion of capital

The Shares comprise all of the issued capital of the Company and are fully paid. There are no options or other securities convertible into shares in the Company on issue.

2.2 Title

The Seller is the registered and beneficial owner of the Shares.

2.3 No Encumbrances

At Completion, there will be no Encumbrances over the Shares.

3. POWER AND AUTHORITY

3.1 Authority

The Seller has taken all action which is necessary to authorise the entry into and performance of its obligations under this agreement.

3.2 Power

The Seller has the power, without any further consent of any other person, to enter into and perform its obligations under this agreement.

3.3 Binding obligations

This agreement constitutes legal, valid and binding obligations of the Seller, enforceable against it in accordance with its terms.

4. CORPORATE INFORMATION

4.1 Share details

Schedule 1 (“Shares”) contains complete, accurate and up-to-date details of the Shares, which comprise the entire issued capital of the Company.

4.2 Subsidiary details

- (a) Schedule 3 (“Subsidiaries”) contains complete, accurate and up to date details of the Subsidiaries and the entire issued capital of the Subsidiaries.
- (b) Other than as set out in schedule 3 or the definition of “Excluded Assets”, the Group Members do not directly or indirectly own any interest in any other entity.

4.3 Issued shares

All of the issued shares in the capital of the Company and the Subsidiaries are validly allotted and issued.

4.4 All shares fully paid

All shares in the capital of the Company and the Subsidiaries are fully paid.

4.5 No agreements in respect of shares

- (a) There are no shareholder agreements, voting trust proxies, or other agreements or understandings relating to the voting of the Shares or any shares in the Subsidiaries.
- (b) There are no agreements, arrangements or understandings in place in respect of either the Shares or the shares in the Subsidiaries under which any of the Group is obliged at any time to issue any shares, convertible securities or other securities in any of the Group.
- (c) Neither the Company nor any Group Member:
 - (i) is under an obligation to allot any shares or securities to any person;
 - (ii) is under any obligation nor has it given any options over unissued shares;
 - (iii) has granted any options, warrants or other rights exist to purchase or subscribe for any shares or other securities in any Group Member.
- (d) No agreement exists which may obligate the Company to buy back, cancel or redeem any of the Shares.
- (e) None of the Shares are the subject of any pre-emptive or other rights of members of the Company or any other person.

5. LAST ACCOUNTS

- (a) The Last Accounts were prepared in accordance with the requirements of the Corporations Act (as applicable) and any other applicable Laws and in accordance with the Accounting Standards.
- (b) The Hampton Accounts were prepared on the basis set out in those accounts.
- (c) To the best of the knowledge and belief of the Seller as at the date of this agreement and as at the Effective Date, since the Last Balance Date there has been no:
 - (i) dividend, bonus issue or other capital return declared, made or paid by any Group Member, except as provided for in the Last Accounts or the Hampton Accounts or contemplated by this agreement;
 - (ii) business conducted by the Group other than in the Ordinary Course;
 - (iii) Material Adverse Change in the Material Assets, liabilities or condition, financial or otherwise, of the Group;
 - (iv) event, either occurring or, to the best of the knowledge of the Seller as at the date of this agreement and as at the Effective Date, threatened, which is likely to have a material adverse effect on the Material Assets, Business or the financial condition of the Group; or
 - (v) material expenditure or commitment by the Company for the acquisition of Material Assets of any kind other than in the Ordinary Course.
- (d) The Last Accounts and the Hampton Accounts:
 - (i) in all material respects fairly and accurately reflect the income, expenses, assets and liabilities of the Group and the notes thereto are true, complete and accurate in all material respects;
 - (ii) fairly present the results of operations for the periods referred to in the Last Accounts or the Hampton Accounts (as applicable); and
 - (iii) do not and will not reflect any unusual, non recurring or special items, except to the extent specifically identified as such.
- (e) The Group does not now have, and as of the Effective Date it will not have, indebtedness, liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise, or arising out of any transaction entered into, or any state of facts existing, prior to the Effective Date, other than indebtedness, liabilities or obligations that are reflected in the Last Accounts, subject to increase or decrease in the Ordinary Course of the Business of the Group.

6. SOLVENCY

On the basis of support from the Seller (details of which are set out in the Disclosure Material, and which support will cease with effect from Completion) and the Buyer pursuant to clause 6.5(b)(ii) ("Effective Date"), no Group Member is Insolvent.

7. ASSETS

The Material Assets are:

- (a) legally and beneficially owned by the Group or at least one Group Member;
- (b) in the possession of the Group;
- (c) save to the extent disclosed in the Disclosure Material, used solely by the Group or its Representatives;
- (d) to the best of the Seller's knowledge and belief, as at the date of this agreement and as at the Effective Date, free of all Encumbrances other than the Permitted Encumbrances; and
- (e) to the best of the Seller's knowledge and belief, as at the date of this agreement and as at the Effective Date, not the subject of any order, notice, direction or proposal (and there are no facts or circumstances known to the Seller as at the date of this agreement or as at the Effective Date which may result in an order, notice, direction or proposal) which would impair, prevent, or otherwise interfere with the use by the Buyer of a Material Asset after Completion.

8. PROPERTY

8.1 Complete

The Business Premises comprise all of the premises and land which are owned, occupied or otherwise used by the Group, other than the Hampton Areas Land and the Tenements.

8.2 Occupation

The Company:

- (a) has exclusive and lawful occupation and quiet enjoyment of the Business Premises; and
- (b) holds all material easements, rights, interests and privileges which are necessary or appropriate for the conduct of the Business.

8.3 No arrears

All rent, rates and other amounts presently payable in respect of each of the Business Premises has been paid or accrued.

8.4 Tenements

- (a) Annexure A (“Tenements”) contains the material details of the mining tenements in which a Group Member has an interest.
- (b) So far as the Seller is aware as at the date of this agreement and as at the Effective Date:
 - (i) each of the Tenements is in good standing; and
 - (ii) as at the date of this agreement, the Tenements are free of all Encumbrances other than the Permitted Encumbrances.
- (c) To the best of the knowledge and belief of the Seller as at the date of this agreement and as at the Effective Date, none of the Group is party to any agreement in terms of which it is bound to share the profits or pay any royalties relating to any of the Tenements or to waive or abandon any rights to which it is entitled relating to the Tenements other than as disclosed in the Disclosure Material.
- (d) All rent and other ancillary financial payments associated with the Tenements have been paid or accrued and are up to date as at the Completion Date.
- (e) To the best of the knowledge and belief of the Seller as at the date of this agreement and as at the Effective Date, there are no outstanding amounts (including rental, rates and payments under any native title agreement) due in relation to the Tenements which have not been accrued.

9. INTELLECTUAL PROPERTY

- (a) The Company owns or possesses the right to use the Group Intellectual Property.
- (b) To the best of the Seller's knowledge and belief as at the date of this agreement and as at the Effective Date, no Claim or objection has been asserted by any person with respect to the ownership, validity, enforceability or use of any Group Intellectual Property and no valid basis exists for any such Claim.

10. MATERIAL CONTRACTS

- (a) The Disclosure Material contains true and correct copies of each Material Contract.
- (b) To the best of the Seller's knowledge and belief as at the date of this agreement and as at the Effective Date, there are no existing or claimed defaults by any party to a Material Contract and no event, act or omission has occurred which (with or without notice, lapse of time or the happening or occurrence of any other event) would result in a default under any Material Contract.

11. SECURITIES AND FINANCING

Except as disclosed in the Last Accounts or the Disclosure Materials, there are no loans, guarantees, material undertakings, material commitments on capital account or unusual liabilities other than in the Ordinary Course of the Business.

12. EMPLOYMENT

- (a) The Group has paid or accrued all amounts which are presently due and payable in respect of the Employees, directors and officers of the Group (including with respect to superannuation and workers' compensation).
- (b) To the best of the knowledge and belief of the Seller as at the date of this agreement and as at the Effective Date, there are no threatened, pending or unresolved disputes with any employees or former employees of the Group and to the best of the knowledge of the Seller as at the date of this agreement and as at the Effective Date, no such litigation has been threatened with respect to employees of the Group.

13. INDUSTRIAL RELATIONS

No Group Member is party to any material Action with any trade union, association of trade unions, industrial organisation or organisation or body of employees and so far as the Seller is aware as at the date of this agreement and as at the Effective Date there are, at present, no circumstances which are likely to give rise to any such material Action.

14. ENVIRONMENTAL MATTERS

To the best of the knowledge and belief of the Seller as at the date of this agreement and as at the Effective Date, the Group Members have at all times complied with all Environmental Laws in all material respects.

15. LITIGATION**15.1 Current Litigation and investigations**

No Group Member is:

- (a) a party to, or the subject of, any prosecution, litigation or arbitration proceedings; or
- (b) the subject of any ruling, judgement, order or decree by any Government Agency or any other person,

in either case, which may have a material adverse effect upon the Group.

15.2 Pending, threatened or anticipated Actions

So far as the Seller is aware as at the date of this agreement and as at the Effective Date, and other than in respect of the Avoca Acquisition Duty and the ATO Review, there is no prosecution, litigation or arbitration proceedings, judgement, order or

decree pending, threatened or anticipated, against any Group Member which, if decided against any such Group Member, may have a material adverse effect upon the Group.

16. TAX AND DUTY

16.1 Returns etc accurate

Any information, notice, computation and return which has been submitted by any Group Member to any Authority in respect of any Tax:

- (a) discloses all material facts that must be disclosed under any Tax Law; and
- (b) is not misleading in any material respect.

16.2 Tax returns etc lodged

All Tax returns or any other document required by Tax Law to be lodged or filed by any Group Member prior to the Completion Date, have been, or will be duly lodged or filed.

16.3 Taxes paid

All Taxes, levies, assessments, contributions, fees, rates, duties, and other governmental or municipal charges or impositions (other than those which may be still paid without penalty or interest) for which a Group Member Group is liable, including any penalty or interest, have been paid and no arrangement or agreement has been entered into by the Seller or any Group Member which extends the period of assessment or payment of Taxes.

16.4 No dispute

Other than in respect of the Avoca Acquisition Duty or the ATO Review, there is no current, pending or threatened dispute between any Group Member and the Commissioner of Taxation or with any other Authority and, to the best of the Seller's knowledge as at the date of this agreement and as at the Effective Date, no such dispute is anticipated, nor is there any current, pending or threatened Tax audit or investigation of the Group.

17. INSURANCE

17.1 Policies

- (a) The Group has, and at all material times has had, valid insurance cover from a well established insurer in respect of all Material Assets against all risks normally insured against.
- (b) Except for amounts deductible under the insurance policies, no Group Member is subject to liability as a self insurer of any of its assets.
- (c) So far as the Seller is aware as at the date of this agreement and as at the Effective Date, nothing has been done or omitted to be done which would

make any insurance policy of any Group Member void, voidable or unenforceable.

17.2 Claims

So far as the Seller is aware as at the date of this agreement and as at the Effective Date, there are no material Actions outstanding, pending, anticipated, threatened or capable of arising against any Group Member:

- (a) under any of the Groups' insurances; or
- (b) in respect of any accident or injury which is not fully covered by insurance.

18. FULL DISCLOSURE

So far as the Seller is aware as at the date of this agreement and as at the Effective Date, all information which has been given by or on behalf of the Seller to the Buyer or its advisers in the course of the negotiations leading to this agreement:

- (a) is true and accurate in all material respects and is not misleading in any material respect, whether by inclusion of misleading information or omission of material information, or both; and
- (b) constitutes all information relating to the Business, the Company and the Subsidiaries that could reasonably be considered to be material to an intending investor in the Company in the position of the Buyer.

SCHEDULE 5 –WORKING CAPITAL STATEMENT

PART A – FORM OF STATEMENT

	Item	Amount (AUD)
	Current Assets	
(1)	Cash and cash equivalents	[]
(2)	Trade and other receivables	[]
(3)	Inventories- (gold, ore and other)*	[]
(4)	GST refunds	[]
(5)	Other assets	[]
(TA)	Total Current Assets	[]
	Current Liabilities	
(1)	Trade and other payables	[]
(3)	Interest bearing liabilities	[]
(4)	Accrued creditors	[]
(5)	Provisions	[]
(6)	Non-current provisions – employee entitlements	[]
(7)	Key management adjustment	250,000.00
(TL)	Total Current Liabilities	[]
	Working Capital (TA – TL)	[]

The Adjustment Amount will be the amount of the Working Capital, expressed as a positive number.

Note: Value of all gold in doré and gold in metal form is to be calculated in accordance with clause 5.4 (“Preparation of Working Capital Statement”).

SCHEDULE 6 – RELEASED ENCUMBRANCES

1. PPSR REGISTRATIONS

[Alacer Gold Corp. has redacted the list of PPSR Registration Encumbrances, which, if disclosed, would be seriously prejudicial to its interests.]

2. MINING TENEMENT MORTGAGES

[Alacer Gold Corp. has redacted the list of Mining Tenement Mortgages Encumbrances, which, if disclosed, would be seriously prejudicial to its interests.]

3. REAL PROPERTY MORTGAGES

[Alacer Gold Corp. has redacted the list of Real Property Mortgages Encumbrances, which, if disclosed, would be seriously prejudicial to its interests.]

SCHEDULE 7 – MATERIAL CONTRACTS

[Alacer Gold Corp. has redacted the list of material contracts, which, if disclosed, would be seriously prejudicial to its interests.]

SIGNING PAGE

Dated: 23 September 2013

EXECUTED by **ALACER GOLD CORP.** in accordance with its constituent documents and by authority of its directors:

/s/ M. Murchison

.....
Signature of authorised representative who warrants that he or she is duly authorised to execute this agreement on behalf of Alacer Gold Corp.

MARK MURCHISON

.....
Name of authorised representative (block letters)

EXECUTED by **WESTGOLD RESOURCES PTY LTD** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

/s/ P. Cook

.....
Signature of director

PETER COOK

.....
Name of director (block letters)

/s/ J. Macpherson

.....
Signature of authorised representative who warrants that he or she is duly authorised to execute this agreement on behalf of Alacer Gold Corp.

JAN MACPHERSON

.....
Name of authorised representative (block letters)

/s/ F. Van Maanen

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

FIONA VAN MAANEN

.....
Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **METALS X
LIMITED** in accordance with section
127(1) of the Corporations Act 2001
(Cwlth) by authority of its directors:

/s/ P. Cook

.....
Signature of director

PETER COOK

.....
Name of director (block letters)

/s/ F. Van Maanen

.....
Signature of ~~director~~/company secretary*
*delete whichever is not applicable

FIONA VAN MAANEN

.....
Name of ~~director~~/company secretary*
(block letters)
*delete whichever is not applicable

ANNEXURE A – TENEMENTS

[Alacer Gold Corp. has redacted the list of tenements, which, if disclosed, would be seriously prejudicial to its interests.]