CONFORMED COPY

AGENCY AGREEMENT

December 8, 2009

Allied Gold Limited
34 Douglas Street
P.O. Box 2019
Milton, Queensland
4064, Australia

Attention: **Mark V. Caruso**
Executive Chairman and Chief Executive Officer

Dear Sirs:

Thomas Weisel Partners Canada Inc. (the "**Lead Agent**") and Mirabaud Securities LLP, BMO Nesbitt Burns Inc. and CIBC World Markets Inc. (together with the Lead Agent, the "**Agents**") understand that Allied Gold Limited (the "**Corporation**") proposes to issue and sell 432,840,000 Ordinary Shares (as hereinafter defined) of the Corporation (the "**Offered Shares**") at a price of $0.335 per Offered Share for gross proceeds of $145,001,400. The offering of Offered Shares and the Ordinary Shares to be purchased in the event of the exercise of the Over-Allotment Option (as hereinafter defined) is hereinafter referred to as the "**Offering**".

The Agents shall have an option (the "**Over-Allotment Option**"), which option may be exercised in the Agents' sole discretion and without obligation, to purchase up to an additional 64,926,000 Ordinary Shares of the Corporation which, if subscribed for hereunder, shall be deemed to form part of the Offered Shares for the purposes hereof. The Over-Allotment Option shall be exercisable, in whole or in part, by the Agents at any time and from time to time for a period of 30 days from the Closing Date (as hereinafter defined). The Agents shall be entitled to the same Commission (as hereinafter defined) provided for in respect of any Ordinary Shares issued and sold upon exercise of the Over-Allotment Option.

The Agents further understand that the Corporation has prepared and filed a preliminary short form prospectus with respect to the qualification for Distribution (as hereinafter defined) of the Offered Shares in each of the Qualifying Provinces (as hereinafter defined) and will prepare and file a (final) short form prospectus and all other necessary documents in order to qualify the Offered Shares for Distribution in each of the Qualifying Provinces.

Subject to the terms and conditions contained in this Agreement, the Corporation hereby appoints the Agents to act as the sole and exclusive agents to the Corporation, and the Agents hereby agree to act as the agents of the Corporation, to effect the sale of the Offered Shares on behalf of the Corporation on a "best efforts" basis to Purchasers (as hereinafter defined) resident in the Qualifying Provinces and in those jurisdictions outside of Canada (including the United States (as hereinafter defined)) as may be agreed to by the Corporation and the Agents, acting reasonably, through private placements or other offerings on an exempt basis and provided that the Corporation shall not become obligated to file a registration statement or prospectus outside of Canada. It is understood and agreed that the Agents are under no obligation to purchase any of the Offered Shares, although the Agents may purchase Offered Shares if they so desire.

In consideration of the services to be rendered by the Agents in connection with the sale of the Offered Shares hereunder, the Corporation agrees to pay to the Agents a commission (the "**Commission**") equal to 5.25% of the gross proceeds of the Offering. The Commission shall be due and payable at the Closing Date.

Terms and Conditions

The following are additional terms and conditions of this Agreement between the Corporation and the Agents:

1. Interpretation

(a) Definitions. Where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

"**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made by the Agents herein, including the schedules attached hereto, as amended or supplemented from time to time;

"**AIM**" means AIM, a market operated by the London Stock Exchange plc;

"**Alternative Transaction**" means an arrangement to sell all or substantially all of the assets of the Corporation or enter into a merger or other business combination with a third party or other similar transaction, which transaction does not provide for the completion of the Offering;

"**ASG**" means Australian Solomons Gold Limited, a corporation existing in Australia pursuant to the Australian *Corporations Act 2001 (Cth)* and includes any successor corporation thereto;

"**ASX**" means the Australian Securities Exchange;

"**Business Day**" means a day which is not a Saturday, Sunday or a statutory or civic holiday in any of the City of Brisbane in the State of Queensland, Australia, the City of Toronto in the Province of Ontario, Canada or the City of London, United Kingdom;

"**Canadian Securities Regulators**" means the Securities Regulators in the Qualifying Provinces;

"**Closing**" means the completion of the purchase and sale of the Offered Shares by the Purchasers pursuant to the Offering in accordance with the provisions of this Agreement;

"**Closing Date**" means December 18, 2009 or such other date as the Corporation and the Lead Agent, on behalf of the Agents, may mutually agree upon in writing;

"**Closing Time**" means (i) in relation to the placing of the Offered Shares in the UK, the time at which such Offered Shares are admitted to trading on AIM, expected to be 8.00 a.m. (London time) on the Closing Date; and (ii) in respect of the Offering in the

Qualifying Provinces and in the United States, 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Lead Agent, on behalf of the Agents, may mutually agree upon in writing;

"**Corporation**" means Allied Gold Limited, a corporation existing in Australia pursuant to the Australian *Corporations Act 2001 (Cth)* and includes any successor corporation thereto;

"**Corporation's Auditors**" means BDO Kendalls Audit & Assurance (WA) Pty Ltd., the auditors of the Corporation;

"**CRESTCo**" means Euroclear UK & Ireland Limited, a company incorporated in England and Wales which is the operator of the CREST System;

"**CREST System**" means the computerized system which facilitates the holding and transfer of title of shares in uncertificated form operated by CRESTCo;

"**Depositary Interests**" or "**DIs**" mean depositary interests in respect of the underlying Offered Shares to be subscribed for by Purchasers in the United Kingdom (and save as the context otherwise requires, any reference in this Agreement to Offered Shares in the United Kingdom, shall be deemed also to refer to the underlying Depositary Interests in respect of such Offered Shares);

"**Distribution**" means "distribution" or "distribution to the public" as those terms are defined under the Securities Laws of the Qualifying Provinces;

"**Documents Incorporated by Reference**" means all notices, financial statements, management information circulars, annual information forms, material change reports, business acquisition reports or other documents issued by the Corporation, whether before or after the date of this Agreement, that are required by applicable Securities Laws to be incorporated by reference into the Prospectus;

"**Encumbrances**" includes any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

"**Engagement Letter**" means the letter agreement dated as of August 4, 2009 between the Corporation and the Lead Agent relating to the Offering;

"**Final Prospectus**" means the (final) short form prospectus, including all of the Documents Incorporated by Reference, prepared by the Corporation and relating to the Distribution of the Offered Shares and for which a Passport Decision Document has been issued by the Ontario Securities Commission on its own behalf, and which also evidences the deemed receipts of each of the other Canadian Securities Regulators;

"**Financial Promotion Offer**" means the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended from time to time;

“**Financial Statements**” means (i) the audited comparative consolidated financial statements of the Corporation as at, and for the financial year ended June 30, 2009, together with the auditor’s report and notes thereto; and (ii) the unaudited amended and restated comparative consolidated financial statements of the Corporation as at and for the three months ended September 30, 2009;

“**FSA**” means the Financial Services Authority, in the United Kingdom;

“**FSMA**” means the United Kingdom Financial Services and Markets Act 2000, as amended from time to time;

“**Gold Ridge Project**” means ASG’s Gold Ridge gold project located on the island of Guadalcanal in the Solomon Islands;

“**Governmental Authority**” means, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Information**” means all information regarding the Corporation that is, or becomes publicly available, together with all information prepared by the Corporation and provided to the Agents or to potential purchasers of the Offered Shares, if any, and includes but is not limited to all SEDAR filed documents, press releases and financial statements of the Corporation;

“**Material Adverse Effect**” means any change, effect, event or occurrence in or on the business, operations, results of operations, assets, liabilities, obligations (whether absolute, accrued, conditional, contingent or otherwise), or condition (financial or otherwise) of the Corporation or a Subsidiary, as the case may be which (a) is, or could reasonably be expected to be, material and adverse to the Corporation or a Subsidiary, as the case may be or (b) would result in the Offering Documents containing a misrepresentation;

“**Material Properties**” means property forming part of the Simberi Project and the Gold Ridge Project as described in the Prospectus (and the Documents Incorporated by Reference) on the date hereof;

“**Offered Shares**” means the Ordinary Shares issued pursuant to the Offering, including the Ordinary Shares issued pursuant to the exercise of the Over-Allotment Option, if any;

“**Offering**” has the meaning given to it in the first paragraph;

“**Offering Documents**” has the meaning ascribed thereto in subsection 7(a)(ii);

“**Ontario Act**” means the *Securities Act* (Ontario) and the regulations thereunder, together with all applicable published policy statements, instruments, rules, orders, and notices of the Ontario Securities Commission, as amended, supplemented or replaced from time to time;

“**Ordinary Shares**” means the ordinary shares in the capital of the Corporation;

“**Passport Decision Document**” means a decision document issued by the Principal Regulator pursuant to the Passport System and that evidences receipt by the Principal Regulator and deemed receipt by the other Canadian Securities Regulators for the Preliminary Prospectus or the Final Prospectus, as the case may be;

“**Passport System**” means the system for review of prospectus filings set out in Multilateral Instrument 11- 102 *Passport System* and National Policy 11-202 *Process for Prospectus Reviews in Multiple Jurisdictions* adopted by certain Canadian securities regulatory authorities;

“**person**” is to be interpreted broadly and includes an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

“**Placing Letters**” means the letters with accompanying forms of acceptance in the agreed form to be sent to prospective Purchasers in the United Kingdom in connection with the Placing;

“**Placing List**” means the list of UK Purchasers, to be provided by the Agents to the Corporation pursuant to subsection 5(g);

“**Preliminary Prospectus**” means the (preliminary) short form prospectus of the Corporation dated November 13, 2009, including all of the Documents Incorporated by Reference, prepared by the Corporation and relating to the Distribution of the Offered Shares and for which a Passport Decision Document has been issued by the Principal Regulator on its own behalf, and which also evidences the deemed receipts of each of the other Canadian Securities Regulators;

“**Principal Regulator**” means the Ontario Securities Commission;

“**Prospectus**” means, collectively, the Preliminary Prospectus and the Final Prospectus;

“**Prospectus Amendment**” means any amendment to the Final Prospectus;

“**Purchasers**” means, collectively, each of the purchasers of the Offered Shares pursuant to the Offering including, if applicable, the Agents;

“**Qualifying Provinces**” means, collectively, each of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, and Nova Scotia;

“**Securities Laws**” means the securities legislation and regulations of, and the applicable published policy statements, instruments, rules, orders and notices of the securities regulatory authorities (including the TSX, ASX and AIM) of, the applicable jurisdiction or jurisdictions collectively;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Qualifying Provinces and any other jurisdictions in which the Offered Shares are offered, as the case may be;

"**Selling Firm**" has the meaning ascribed thereto in subsection 3(b) hereof;

"Shareholder Approval" means approval of the holders of Ordinary Shares of the Corporation to issue Ordinary Shares pursuant to the Offering;

"**Simberi Project**" means the Corporation's Simberi gold project located on Simberi Island in the New Ireland province of Papua New Guinea;

"**Standard Listing Conditions**" has the meaning ascribed thereto in subsection 6(a)(ii) hereof;

"**Subsidiaries**" means the subsidiaries of the Corporation listed in Schedule "B" hereto;

"**Supplementary Material**" means all supplemental or additional or ancillary material, information, evidence, return, report, application, statement or document related to the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment, collectively;

"**TSX**" means the Toronto Stock Exchange;

"**UK**" or the "**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland;

"**UK Private Placement Memorandum**" has the meaning ascribed thereto in subsection 6(a)(i) hereof;

"**United States**" means the United States of America as defined in Regulation S under the U.S. Securities Act;

"**U.S. Affiliate**" has the meaning ascribed thereto in subsection 5(e) hereof;

"**U.S. Private Placement Memorandum**" has the meaning ascribed thereto in subsection 6(a)(i) hereof; and

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

(b) Other Defined Terms. Whenever used in this Agreement, the words and terms "affiliate", "associate", "material fact", "material change", "misrepresentation", "senior officer" and "subsidiary" shall have the meaning given to such word or term in the Ontario Act unless specifically provided otherwise herein. A reference to the "knowledge of the Corporation" means to the best knowledge of Mark V. Caruso, Frank Terranova, Peter Torre and Ross Hastings, after due inquiry.

(c) Plural and Gender. Whenever used in this Agreement, words importing the singular number only shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine gender and neuter.

(d) Currency. Any reference in this Agreement to $ or to dollars shall refer to the lawful currency of Canada, unless otherwise specified.

(e) Schedules. The following schedules are attached to this Agreement and are deemed to be a part of and incorporated in this Agreement:

Schedule	**Title**
A	US Offers and Sales
B	Subsidiaries

2. The Offered Shares

The Offering consists of an aggregate of 432,840,000 Offered Shares. The Offered Shares to be issued and sold by the Corporation hereunder shall be duly and validly created and issued by the Corporation and, when issued and sold by the Corporation provided that the Corporation shall have received due payment therefor, such Offered Shares shall be issued as fully paid Ordinary Shares and shall have the rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions set forth in the Prospectus, subject to such modifications or changes (if any) prior to the Closing Date as may be agreed to in writing by the Corporation and the Agents.

3. The Offering

(a) The sale of the Offered Shares to the Purchasers shall be effected pursuant to the Prospectus and upon the terms set out in this Agreement. The Agents will use their best efforts to arrange for Purchasers for the Offered Shares in the Qualifying Provinces and in those jurisdictions outside of Canada as may be agreed upon by the Corporation and the Agents, acting reasonably, in connection with the Offering, provided that the Corporation shall not become obligated to file a registration statement or prospectus outside of Canada; however, it is understood and agreed that the Agents shall have no obligation to purchase the Offered Shares.

(b) The Corporation agrees that the Agents shall have the right to invite one or more registered securities dealers (each, a "**Selling Firm**") to form a selling group to participate in the soliciting of offers to purchase the Offered Shares. The Agents have the exclusive right to control all compensation arrangements between the members of the selling group (comprised of such Selling Firms) and the Agents. The Corporation grants all of the rights and benefits of this Agreement to any Selling Firm so appointed by the Agents and appoints the Agents as trustees of such rights and benefits for such Selling Firms, and the Agents hereby accept such trust and agree to hold such rights and benefits for and on behalf of such Selling Firms. The Agents shall ensure that any Selling Firm appointed pursuant to the provisions of this subsection 3(b) or with whom the Agents have a contractual relationship with respect to the Offering, if any, agrees with the Agents to comply with the covenants and obligations given by the Agents herein.

(c) The Corporation represents and warrants to, and covenants and agrees with, the Agents that the Corporation has prepared and filed the Preliminary Prospectus and has obtained pursuant to the Passport System a Passport Decision Document in respect of the Preliminary Prospectus. The Corporation has prepared and will promptly, after the execution and delivery of this Agreement, file the Final Prospectus in each of the Qualifying Provinces with the Canadian Securities Regulators under applicable Securities Laws, and will use commercially reasonable efforts to obtain a Passport Decision Document for the Final Prospectus in order to qualify the Offered Shares for Distribution in each of the Qualifying Provinces, as soon as possible, and in any event not later than 5:00 pm (Toronto time) on December 8, 2009 (or such other time and/or later date as the Corporation and the Lead Agent may agree) and until the day on which the Distribution of the Offered Shares is completed, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under applicable Securities Laws to qualify the Distribution of the Offered Shares in the Qualifying Provinces.

(d) The Agents shall, upon the Corporation obtaining a Passport Decision Document for the Final Prospectus from the Principal Regulator, deliver one copy of the Final Prospectus (together with any amendments thereto) to all persons resident in the Qualifying Provinces who are to acquire the Offered Shares.

4. Due Diligence

Prior to the Closing Time on the Closing Date, the Corporation shall allow the Agents to conduct all due diligence investigations, including meeting with senior management of the Corporation and the Corporation's Auditors, as the Agents shall consider appropriate in connection with the Offering including, without limitation, prior to the filing of the Final Prospectus and completing the Distribution. The Corporation shall also allow the Agents to participate fully in the preparation of the Final Prospectus, prior to the filing of any Prospectus Amendment, the Corporation shall allow the Agents to participate fully in the preparation of such Prospectus Amendment and shall have allowed, or shall allow, the Agents to conduct all due diligence investigations which the Agents may reasonably require in order to fulfill the obligations thereof as agents and in order to enable the Agents to execute the certificate required by the Securities Laws of the Qualifying Jurisdictions to be executed by the Agents at the end of the Preliminary Prospectus, Final Prospectus or any Prospectus Amendment, as the case may be.

5. Certain Obligations of the Agents

The Agents hereby covenant and agree with the Corporation the following:

(a) The Agents shall, and shall require any Selling Firm to agree to, comply with the Securities Laws in connection with the Distribution of the Offered Shares and shall offer the Offered Shares for sale to the public in the Qualifying Provinces directly and through Selling Firms pursuant to the Prospectus and upon the terms and conditions set out in this Agreement. The Agents shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Shares only in those jurisdictions where they may be lawfully offered for sale or sold.

(b) The Agents shall: (i) use their best efforts to complete and cause each Selling Firm to complete the Distribution of the Offered Shares as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Agents and the Selling Firms have ceased Distribution of the Offered Shares and provide a written breakdown of the number of Offered Shares distributed in each of the Qualifying Provinces where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Regulators.

(c) The Agents shall, and shall require any Selling Firm to agree to, distribute the Offered Shares in a manner which complies with and observes all applicable laws and regulations, including, for greater certainty, all Securities Laws, in each jurisdiction into and from which they may offer to sell the Offered Shares or distribute the Prospectus, any Supplementary Material, the U.S. Private Placement Memorandum or the UK Private Placement Memorandum in connection with the Distribution of the Offered Shares and will not, directly or indirectly, offer, sell or deliver any Offered Shares or deliver the Prospectus, any Supplementary Material, the U.S. Private Placement Memorandum or the UK Private Placement Memorandum to any person in any jurisdiction other than in the Qualifying Provinces except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable Securities Laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, the Agents and any Selling Firms shall be entitled to offer and sell the Offered Shares in other international jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Agents and/or Selling Firms offer the Offered Shares.

(d) For the purposes of this section 5, the Agents shall be entitled to assume that the Offered Shares are qualified for Distribution in any Qualifying Province referenced in the Passport Decision Document for the Final Prospectus obtained from the Principal Regulator following the filing of the Final Prospectus, unless otherwise notified in writing.

(e) Any offer or sale of the Offered Shares in the United States will be made in accordance with Schedule "A" to this Agreement, which Schedule is incorporated by reference in and shall form part of this Agreement. Notwithstanding the foregoing provisions of this section 5, an Agent will not be liable to the Corporation under this section 5 with respect to a default under this section 5 by another Agent or such other Agent's duly registered broker-dealer affiliate in the United States (a "**U.S. Affiliate**").

(f) Any offer or sale of the Offered Shares in the United Kingdom will be made in accordance with the terms of the applicable Placing Letter and the Securities Laws of the United Kingdom. In particular, the Agents (i) have not offered or sold or communicated any invitation or inducement and will not offer or sell any Offered Shares or communicate any invitation or inducement to persons in the United

Kingdom in contravention of section 21(1) of FSMA or in circumstances which would require the production of an approved prospectus pursuant to section 85(1) of FSMA, and (ii) will only offer or sell the Offered Shares to persons in the United Kingdom to persons who are (a) "qualified investors" within the meaning of section 86(7) of FSMA; and (b) "investment professionals" or "high net worth companies, unincorporated associations etc." within the meaning of Articles 19(5) and 49 of the Financial Promotion Order respectively. Each Agent engaged in the offering of Offered Shares to Purchasers or prospective Purchasers in the United Kingdom is, or its duly registered broker-dealer affiliated in the United Kingdom is, authorised to carry out such activity under the rules of the FSA. Notwithstanding the foregoing provisions of this section 5, an Agent will not be liable to the Corporation under this section 5 with respect to a default under this section 5 by another Agent or such other Agent's duly registered broker-dealer affiliate in the United Kingdom.

(g) The Agents shall notify the Corporation by providing the Placing List as soon as possible after receipt of such information from Purchasers pursuant to the Placing Letters, and in any event no later than December 16, 2009, of the names and denominations in which the Offered Shares being subscribed for by UK Purchasers are to be allotted and issued together with details provided by Purchasers to the Agents of those numbers of Offered Shares which are to be held in the form of DIs in uncertificated form, or (if applicable) any shares to be held other than by way of DIs; and, in the case of the former, specifying each relevant Purchaser's CREST participant ID reference and the relevant CREST member account ID reference(s) relating to the CREST member account(s) to which each relevant Purchaser wishes DIs to be credited.

6. Deliveries on Filing and Related Matters

(a) The Corporation shall deliver to the Agents:

(i) as soon as practicable after the Preliminary Prospectus, the Final Prospectus and any Supplementary Material are prepared, (A) the private placement memorandum incorporating the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, prepared for use in connection with the offering for sale of the Offered Shares in the United States (the "**U.S. Private Placement Memorandum**") and, forthwith after preparation, any amendment to the U.S. Private Placement Memorandum; and (B) the private placement memorandum incorporating the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, prepared for use in connection with the offering for sale of the Offered Shares in the United Kingdom (the "**UK Private Placement Memorandum**");

(ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading of the Offered Shares on the TSX has been approved, subject only to satisfaction by the Corporation of customary postclosing conditions imposed by the TSX (the "**Standard Listing Conditions**");

(iii) concurrently with the filing of the Final Prospectus with the Canadian Securities Regulators, a "long-form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents and the directors of the Corporation from the Corporation's Auditors with respect to financial and accounting information contained in the Final Prospectus, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the Auditors' consent letter and comfort letter (if any) addressed to the Canadian Securities Regulators; and

(iv) at the Closing Time, a copy of any Supplementary Material required to be filed by the Corporation in compliance with applicable Securities Laws.

(b) The Corporation shall also prepare and deliver promptly to the Agents signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation by reference in the Final Prospectus of any subsequent Document Incorporated by Reference, the Corporation shall deliver to the Agents, with respect to such Supplementary Material or subsequent Document Incorporated by Reference, to the extent that such Supplementary Material contains any financial and accounting information, a comfort letter substantially similar to that referred to in subsection 6(a)(iii).

(c) Delivery of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Corporation shall constitute the representation and warranty of the Corporation to the Agents that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Agents and provided by the Agents) contained and incorporated by reference in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Shares as required by applicable Securities Laws in the Qualifying Provinces;

(ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Agents and provided by the Agents) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made;

(iii) except with respect to any information relating solely to the Agents and provided by the Agents, such documents comply fully with the requirements of applicable Securities Laws; and

(iv) except as set forth or contemplated in the Prospectus or any Supplementary Material or as has otherwise been publicly disclosed, there has been no adverse material change (actual, anticipated, contemplated, proposed or to the knowledge of the Corporation, threatened) in the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects, capital or ownership of the Corporation on a consolidated basis since the end of the period covered by the Financial Statements.

Such deliveries shall also constitute the Corporation's consent to the Agents' use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material in connection with the Distribution of the Offered Shares in the Qualifying Provinces in compliance with this Agreement unless otherwise advised in writing.

(d) The Corporation confirms that it has previously delivered to the Agents copies of the Preliminary Prospectus signed as required by Securities Laws in the Qualifying Provinces and such number of commercial copies of the Preliminary Prospectus as the Agents requested. The Corporation shall:

(i) cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Agents without charge, in such numbers and at such locations in the Qualifying Provinces as the Agents may reasonably request, forthwith after the Agents have been advised that the Corporation has complied with the Securities Laws in the Qualifying Provinces with respect to the filing of the Final Prospectus and a Passport Decision Document has been issued for the Final Prospectus pursuant to the Passport System. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after compliance with applicable Securities Laws in the Qualifying Provinces with respect to the filing of the Final Prospectus, and on or before a date which is two Business Days after the Canadian Securities Regulators issue decision documents for, or accept for filing, as the case may be, any Supplementary Material;

(ii) cause to be delivered to the Agents, as soon as practicable after preparation thereof, without charge, in such numbers and at such locations as the Lead Agent may reasonably request, commercial copies of the U.S. Private Placement Memorandum, the UK Private Placement Memorandum and any amendments thereto; and

(iii) cause to be provided to the Agents, without charge, such number of copies of any Documents Incorporated by Reference in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material as the Agents may reasonably request for use in connection with the Distribution of the Offered Shares.

(e) During the period commencing on the date hereof and until completion of the Distribution of the Offered Shares, the Corporation will provide to the Agents drafts of any press releases of the Corporation relating to the Offering for a reasonable opportunity to review by the Agents and the Agents' counsel prior to issuance.

(f) Prior to the filing of the Final Prospectus with the Canadian Securities Regulators, the Corporation shall file or cause to be filed with the TSX all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Corporation has obtained all necessary approvals for the Offered Shares to be conditionally listed on the TSX, subject only to the Standard Listing Conditions.

7. Material Changes

(a) During the period commencing on the date hereof up until such time as the Agents notify the Corporation of the completion of the Distribution of the Offered Shares under the Final Prospectus, the Corporation shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) of the full particulars of:

(i) any material change (actual, anticipated, contemplated, or to the knowledge of the Corporation, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries;

(ii) any change in any material fact contained or referred to in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material (collectively, the "**Offering Documents**"); and

(iii) the occurrence or discovery of a material fact or event, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with the Securities Laws of any Qualifying Province.

(b) The Corporation represents that it filed the Preliminary Prospectus and related documents with the Canadian Securities Regulators in the Qualifying Provinces on November 13, 2009 and obtained a Passport Decision Document therefor on such date. The Corporation will comply with section 57 of the Ontario Act and with the comparable provisions of the Securities Laws in the other Qualifying Provinces, and the Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Shares for Distribution in each of the Qualifying Provinces.

(c) In addition to the provisions of subsections 7(a) and 7(b) hereof, the Corporation shall in good faith discuss with the Agents any change, event or fact contemplated in subsections 7(a) and 7(b) which is of such a nature that there is reasonable doubt as to whether notice need be given to the Agents under subsection 7(a) hereof and shall consult with the Agents with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agents and their counsel, acting reasonably.

(d) If during the period of Distribution of the Offered Shares there shall be any change in applicable Securities Laws which, in the opinion of the Agents, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agents, the Corporation shall, to the satisfaction of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Canadian Securities Regulators where such filing is required.

8. Covenants of the Corporation

The Corporation hereby covenants to the Agents that the Corporation:

(a) will advise the Agents, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and a Passport Decision Document therefor has been obtained and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such decision documents;

(b) will forthwith (to the extent not obtained or completed by the date of this Agreement):

(i) apply for the conditional listing of the Offering Shares on the TSX, subject to only to the Standard Listing Conditions, no later than the Closing Date;

(ii) subject to the Shareholder Approval, make all necessary filings in order to obtain all other necessary regulatory and other consents and approvals required in connection with the transactions contemplated by this Agreement; and

(iii) subject to the Shareholder Approval, obtain any necessary regulatory consents from the TSX, AIM and ASX in connection with the Distribution of the Offered Shares hereunder on such conditions as are acceptable to the Agents and the Corporation, acting reasonably.

(c) subject to the Shareholder Approval, will fulfill all legal requirements to permit the issue, offering and sale of the Offered Shares, including, without limitation, compliance with the Securities Laws of the Qualifying Provinces to enable the Offered Shares to be offered for sale and sold to the Purchasers;

(d) will use its commercially reasonable efforts to maintain the listing of the Ordinary Shares on the TSX, AIM and ASX or such other recognized stock exchange or quotation system as the Agents may approve for a period of at least 24 months after the Closing Date;

(e) will use its commercially reasonable efforts to maintain the status thereof as a reporting issuer (or the equivalent thereof) not in default under the Securities Laws of each of the Qualifying Jurisdiction for a period of 24 months after the Closing Date;

(f) will use its commercially reasonable efforts to obtain the Shareholder Approval at the extraordinary general meeting of the Corporation to be held on December 17, 2009;

(g) provided that it receives payment therefor, will ensure that the Offered Shares are duly issued as fully paid Ordinary Shares;

(h) will use the proceeds of the Offering in the manner contemplated in the Final Prospectus;

(i) to the extent that any Offered Shares are sold in the United States pursuant to Regulation D (as defined in Schedule A), file a notice with the United States Securities and Exchange Commission on Form D in accordance with Rule 503 under the U.S. Securities Act forthwith upon being notified by the Agents that such has occurred;

(j) provided that the Offering contemplated herein is completed, will cause the Corporation's executive officers, directors and their respective associates to enter into agreements on terms and conditions satisfactory to the Lead Agent on behalf of the Agents, acting reasonably, in which they will covenant and agree that they will not, for a period commencing on the date hereof and ending 180 days following the Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Ordinary Shares or other securities of the Corporation held by them, directly or indirectly, unless: (i) they first obtain the prior written consent of the Lead Agent, on behalf of the Agents; (ii) it is upon the exercise of convertible securities, options or warrants of the Corporation outstanding as of the date hereof; or (iii) it is pursuant to the Corporation's option plan or similar share compensation arrangements; and

(k) if the Offering is not completed because of an Alternative Transaction which is entered into by the Corporation or any of its shareholders, will pay to the Agents a fee equal to 100% of the maximum Commission contemplated herein, based on an Offering of $145,001,400, together with all of the Agents' reasonable expenses and disbursements incurred to the date of such agreement or transaction, as set out in section 18 of this Agreement. Payment hereunder shall be made upon the closing date of the Alternative Transaction.

9. **Representations and Warranties of the Corporation**.

The Corporation hereby represents and warrants to the Agents and acknowledges that the Agents are relying upon each of such representations and warranties in completing the Closing as set out in this section. With the exception of subsection 9(e)(ii), all representations and warranties with respect to ASG and the Gold Ridge Project are made to the best of the knowledge of the Corporation.

(a) Incorporation and Organization: The Corporation and each Subsidiary has been incorporated and organized and is a valid and subsisting corporation under the laws of its jurisdiction of incorporation or continuation and has all requisite corporate power and authority to carry on its business as now conducted or proposed to be conducted (including as contemplated by, or described in, the Prospectus) and to own or lease and operate the property and assets currently owned and the Corporation has all requisite corporate power and authority to enter into, execute and deliver this Agreement and to carry out the obligations thereof hereunder and to complete the transactions contemplated by, or described in, this Agreement.

(b) Subsidiaries: The Corporation has no direct or indirect material subsidiaries other than the Subsidiaries nor any investment or proposed investment in any person which, for the financial year ended June 30, 2009 accounted for more than five percent of the consolidated assets or consolidated revenues of the Corporation or would otherwise be material to the business and affairs of the Corporation on a consolidated basis.

(c) Authorized Capital: The Corporation is authorized to issue, among other things, an unlimited number of Ordinary Shares (subject to the requirements of the Listing Rules of the ASX and the Australian *Corporations Act 2001 (Cth)*), of which, as of December 4, 2009, 578,713,865 Ordinary Shares were issued and outstanding as fully paid shares. The currently issued and outstanding Ordinary Shares of the Corporation are listed and posted for trading on the TSX, ASX and AIM and no order ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Shares or the trading of any of the Corporation's issued securities has been issued and no proceedings for such purpose are pending or, to the best of the Corporation's knowledge, information and belief, threatened.

(d) Capital of Subsidiaries: With the exception of ASG, all of the outstanding shares of the Subsidiaries are issued and outstanding as fully paid and non-assessable shares and are legally and beneficially owned by the Corporation and free and clear of all Encumbrances and no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities of any of the Subsidiaries or for the purchase or acquisition of any of the outstanding shares or other securities of any of the Subsidiaries.

(e) Capital of ASG:

(i) All of the outstanding shares of ASG are issued and outstanding as fully paid shares and no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any of the outstanding shares or other securities of ASG or, except as described in the Information, for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities of ASG.

(ii) 95.7 percent of the outstanding shares of ASG are legally and beneficially owned by the Corporation and free and clear of all Encumbrances and no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase or acquisition of any of the outstanding shares of ASG that are legally and beneficially owned by the Corporation.

(f) Listing: The Offered Shares are conditionally approved for listing on the TSX.

(g) Certain Securities Law Matters: The Corporation is a public company incorporated in Australia under the *Corporations Act 2001 (Cth)* and is not in default of any requirement of the Securities Laws of Australia. The Corporation is a reporting issuer (in the Qualifying Provinces where such status exists) not in default under the Securities Laws of each of the Qualifying Jurisdictions.

(h) Rights to Acquire Securities: Other than in connection with this Agreement and as set out below, no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities of the Corporation, except, as at December 7, 2009, for an aggregate of 83,624,427 Ordinary Shares reserved for issue pursuant to outstanding options, warrants, share incentive plans, convertible, exercisable and exchangeable securities and other rights to acquire Ordinary Shares.

(i) Rights Plan: The directors of the Corporation have not adopted a shareholder rights plan or a similar plan and the Corporation is not party to what is commonly referred to as a shareholder rights plan agreement.

(j) Issue of Shares: Other than the Shareholder Approval and subject to the delivery of the Placing List to the Corporation, all necessary corporate action has been, or at the Closing Time will have been, taken to authorize the issue and sale of, and the delivery of certificates (or DIs, if applicable) representing, the Offered Shares. On the date of the Final Prospectus the Corporation was an issuer eligible to file and obtain a receipt for a short form prospectus pursuant to National Instrument 44-101.

(k) Consents, Approvals and Conflicts: None of the offering and sale of the Offered Shares, the execution and delivery of this Agreement, the compliance by the Corporation with the provisions of this Agreement or the consummation of the transactions contemplated herein including, without limitation, the issue of the Offered Shares to the Purchasers for the consideration and upon the terms and conditions as set out herein, do or will, other than the Shareholder Approval, (i) require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any Governmental Authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been obtained, or (B) such as may be required under the Securities Laws of the Qualifying Provinces and the policies of the TSX, ASX or AIM and will be obtained by the Closing Date or such later date as the Securities Laws of the Qualifying Provinces and the policies of the TSX, ASX or AIM allow, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation or any Subsidiary is a party or by which any of them or any of the properties or assets currently owned is, or the articles or by-laws or any other constating document of the Corporation or any Subsidiary or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation or any Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any Subsidiary or any of the properties or assets currently owned or to be acquired which could reasonably be expected to have a Material Adverse Effect.

(l) Authority and Authorization: The Corporation has full corporate power and authority to enter into this Agreement and, subject only to the Shareholder Approval, to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereof, the Corporation has full corporate power and authority to do all acts and things and execute and deliver all documents as are required to be done, observed, performed, executed or delivered in order to complete the transactions contemplated herein, the Corporation has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement, and the Corporation has taken, or at the Closing Time will have taken, all necessary corporate action to observe and perform the provisions of this Agreement in accordance with the provisions hereof and thereof including, without limitation, the issue of the Offered Shares to the Purchasers for the consideration and upon the terms and conditions set out herein.

(m) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof and thereof except as enforcement hereof and thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law and except as may be limited by the *Limitations Act, 2002* (Ontario).

(n) Public Disclosure: Each of the documents which contains any of the publicly-available Information is, as of the date thereof, in compliance in all material respects with the applicable Securities Laws of the Qualifying Provinces, Australia or the United Kingdom and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation or any Subsidiary and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date hereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which materially adversely affects, or so far as the Corporation can reasonably foresee, will materially adversely affect, the assets, liabilities (contingent or otherwise), capital, affairs, business, prospects, operations or condition (financial or otherwise) of the Corporation or any Subsidiary or the ability of the Corporation to perform its obligations under this Agreement or which would otherwise be material to any person intending to make an equity investment in the Corporation.

(o) Timely Disclosure: The Corporation is in compliance with all timely disclosure obligations under the Securities Laws of Australia, the United Kingdom and the Qualifying Provinces.

(p) Accounting Controls: The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are completed in accordance with the general or a specific authorization of management of the Corporation; (ii) transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Corporation in conformity with the Australian equivalents of International Financial Reporting Standards and to maintain asset accountability; and (iii) the recorded accountability for assets of the Corporation and the Subsidiaries is compared with the existing assets of the Corporation and the Subsidiaries at reasonable intervals and appropriate action is taken with respect to any differences therein.

(q) Financial Statements: The Financial Statements have been prepared in accordance with the Australian equivalents of International Financial Reporting Standards and present fairly the financial condition and position of the Corporation on a consolidated basis as at the dates thereof.

(r) Changes in Financial Position: Since June 30, 2009, none of:

(i) the Corporation or any Subsidiary has paid or declared any dividend or incurred any material capital expenditure or made any commitment therefore;

(ii) the Corporation or any Subsidiary has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material; and

(iii) the Corporation or any Subsidiary has entered into any material transaction;

except in each case as disclosed in the Information.

(s) Insolvency: Neither the Corporation nor any of the Subsidiaries has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

(t) No Contemplated Changes: Except as disclosed in the Information, none of the Corporation or any Subsidiary has approved or has entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary whether by asset sale, transfer of shares or otherwise;

(ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or any Subsidiary or otherwise) of the Corporation or any Subsidiary; or

(iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Ordinary Shares.

(u) Taxes and Tax Returns: The Corporation and each Subsidiary has filed in a timely manner all necessary tax returns and notices and has paid, or adequate provisions have been made in respect thereof in the books and records of the Corporation or any Subsidiary, as applicable, all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Corporation or any Subsidiary is aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to result in any Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or pending against the Corporation or any Subsidiary which could result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation and each Subsidiary has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

(v) Compliance with Laws, Licenses and Permits: The Corporation and each Subsidiary has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations and business thereof, and none of the Corporation or any Subsidiary has received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would materially adversely affect the conduct of the business or operations of, or the assets, liabilities (contingent or otherwise) or condition (financial or otherwise) of, the Corporation and the Subsidiaries (taken as a whole).

(w) <u>Property Agreements:</u> Any and all of the material agreements and other documents and instruments pursuant to which the Corporation or any Subsidiary holds the Material Properties are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof against the Corporation or any such Subsidiary, as applicable, none of the Corporation or any Subsidiary is in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under the material applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licences and claims pursuant to which the Corporation or any Subsidiary derive the interests thereof in such Material Properties are in good standing and there has been no material default under any such lease, licence or claim and all taxes required to be paid with respect to such properties and assets to the date hereof have been paid or adequate provisions have been made in respect thereof in the books and records of the Corporation or any Subsidiary, as applicable. None of the properties or assets of the Corporation or any Subsidiary is subject to any right of first refusal, first offer, back-in, bump-up, purchase, acquisition or other similar right which is not disclosed in the Information.

(x) <u>Environmental Compliance</u>: The Corporation and the Subsidiaries are in material compliance with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (the "**Environmental Laws**") relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (collectively, "**Hazardous Substances**") except where such non-compliance would not have a Material Adverse Effect:

(i) <u>Environmental Permits</u>: The Corporation and the Subsidiaries have, collectively, obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses as currently carried on by the Corporation and the Subsidiaries, and each Environmental Permit is valid, subsisting and in good standing and neither the Corporation nor any of the Subsidiaries is in material default or breach of any Environmental Permit and, to the best of the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit.

(ii) Hazardous Substance: Neither the Corporation nor any of the Subsidiaries has used, except in material compliance with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance.

(iii) Notice or Order: Neither the Corporation nor the Subsidiaries have received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law nor is the Corporation aware of any such notice which has been given to a prior occupant of the Material Properties which remains applicable to the Corporation, and neither the Corporation nor the Subsidiaries have settled any allegation of non-compliance short of prosecution, in respect of the Material Properties. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or any of its Subsidiaries which are material to the Corporation, nor has the Corporation or any of its Subsidiaries received notice of any of the same; neither the Corporation nor any of the Subsidiaries has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws and neither the Corporation nor any of the Subsidiaries has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites.

(y) Mining Rights:

(i) The Corporation and its Subsidiaries hold either freehold title, mining leases, mining concessions, mining claims or participating interests or other conventional property or proprietary interests or rights, recognized in the jurisdictions in which the Material Properties are located (collectively, "**Mining Rights**"), in respect of the ore bodies and minerals located in the Material Properties under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation or the applicable Subsidiary to explore for and extract the minerals relating thereto as currently conducted and no other property rights are necessary for the conduct of the business of the Corporation or its Subsidiaries as currently conducted.

(ii) The Corporation and the Subsidiaries have all necessary surface rights, access rights and other necessary rights and interests relating to the Material Properties granting the Corporation or applicable Subsidiary the right and ability to explore for and extract minerals, ore and metals for development purposes as currently conducted and as are appropriate in view of the rights and interest therein of the Corporation or the applicable Subsidiary, with only such exceptions as do not interfere with the use made by the Corporation or the applicable Subsidiary of the rights or interest so held.

(iii) All assessments or other work required to be performed in relation to the Mining Rights of the Corporation in order to maintain the Corporation's interest therein, if any, have been performed to date and the Corporation and the Subsidiaries have complied in all material respects with all applicable material governmental laws, regulations and policies in this connection as well as with regard to legal, contractual obligations to third parties in this connection.

(iv) All exploration operations on the Material Properties since the acquisition of such Material Properties have been conducted in all material respects in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with in all material respects.

(v) In respect of the Material Properties, there are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or any of the Subsidiaries except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course.

(vi) The Mining Rights in respect of the Material Properties, as disclosed in the Prospectus, constitute a description of all material Mining Rights held by the Corporation and its Subsidiaries.

(vii) The Corporation is in compliance with the provisions of National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*, and has filed all technical reports required thereby.

(z) <u>No Defaults:</u> None of the Corporation or any Subsidiary is in default of any material term, covenant or condition under or in respect of any judgment, order, agreement or instrument to which it is a party or to which it or the Material Properties are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any material commitment, agreement, document or other instrument to which the Corporation or any Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.

(aa) <u>Compliance with Employment Laws:</u> The Corporation and each Subsidiary is in material compliance with all applicable laws and regulations and there are no outstanding, or to the knowledge of the Corporation, threatened or pending proceedings, actions, complaints or orders, respecting employment and employment practices, terms and conditions of employment, pay equity, labour relations, workers compensation, workplace safety, human rights and wages, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Corporation after due inquiry, threatened against the Corporation or any Subsidiary, no union representation question exists respecting the employees of the Corporation or any Subsidiary and no collective bargaining agreement is in place or currently being negotiated by the Corporation or any Subsidiary, no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation or any Subsidiary in excess of twelve months or equivalent compensation which, any in any case or in the aggregate, could reasonably be expected to result in any Material Adverse Effect which places, or could place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.

(bb) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or any Subsidiary for the benefit of any current or former officer, director, employee or consultant of the Corporation or any Subsidiary has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.

(cc) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation or any Subsidiary have been accurately reflected in the books and records of the Corporation or the Subsidiary, as the case may be.

(dd) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against or which materially adversely affect the Corporation or any Subsidiary or to which any of the property or assets thereof is subject, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may in any way materially adversely affect the condition (financial or otherwise), capital, property, assets, operations or business of the Corporation and the Subsidiaries (taken as a whole) or the ability of any of them to perform the obligations thereof and none of the Corporation or any Subsidiary is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, any separately or in the aggregate, may result in a Material Adverse Effect or the inability of the Corporation to perform its obligations under this Agreement.

(ee) Non-Arm's-Length Transactions: Except as disclosed in the Information, neither the Corporation nor any Subsidiary owes any amount to, nor has the Corporation or any Subsidiary any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any Person not dealing at "arm's-length" (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of the business of the Corporation or any Subsidiary. Except as disclosed in the Information and usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Corporation nor any Subsidiary is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other Person not dealing at arm's-length with the Corporation and the Subsidiaries. No officer, director or employee of the Corporation or any Subsidiary and no Person which is an affiliate or associate of any of the foregoing Persons, owns, directly or indirectly, any interest (except for shares representing less than 5% of the outstanding shares of any class or series of any publicly traded company) in, or is an officer, director, employee or consultant of, any person which is, or is engaged in, a business competitive with the business of the Corporation or any Subsidiary which could materially adversely impact on the ability to properly perform the services to be performed by such person for the Corporation or any Subsidiary. Except as disclosed in the Information, to the knowledge of the Corporation, no officer, director, employee or securityholder of the Corporation or any Subsidiary has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation or any Subsidiary except for claims in the ordinary and normal course of the business of the Corporation or any Subsidiary such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation.

(ff) Material Contracts: The only material contracts to which the Corporation or any Subsidiary is a party or by which it is bound are set out in the Information and all such contracts are valid and subsisting agreements in full force and effect, are unamended and there exists no material default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any event or condition, would become a material default thereunder by the Corporation or any Subsidiary, as applicable.

(gg) Minute Books: The minute books of the Corporation and of each Subsidiary, all of which have been or will be made available to the Agents or counsel to the Agents prior to the Closing Date, are complete and accurate in all material respects.

10. Closing Deliveries

The purchase and sale of the Offered Shares shall be completed at the Closing Time at the offices of Wildeboer Dellelce LLP in Toronto, Ontario or at such other place as the Lead Agent and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to the Agents one or more certificate(s) in definitive form representing the Offered Shares, registered in the name of CDS or its nominee, CDS & CO, against payment by the Agents to the Corporation in lawful money of Canada by wire transfer or, if permitted by applicable law, by certified cheque or bank draft, payable at par in the City of Toronto, Ontario, of an amount equal to the aggregate purchase price for the Offered Shares being issued and sold hereunder, less the Commission and all of the estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with section 18 hereof. Notwithstanding the foregoing, it is agreed that:

(a) with respect to Offered Shares placed in the United Kingdom or to Purchasers purchasing DIs and settling through the CREST System (together, "**UK Purchasers**"), the certificates delivered at the Closing Time shall omit the Offered

Shares being sold to UK Purchasers and such purchase of the Offered Shares may, at the Agents' request and subject to such additional documentation being provided to the Corporation by the Agents in connection therewith as the Corporation may reasonably request, take place pursuant to typical settlement procedures under the CREST System provided that such procedures permit the Corporation to comply with all applicable corporate, and regulatory requirements; and

(b) with respect to Offered Shares sold in the United States pursuant to Schedule "A" hereto, the certificates delivered at the Closing Time shall omit the Offered Shares being sold in the United States and the Corporation shall deliver at the Closing Time, with respect to each purchaser in the United States, a certificate in definitive form representing the purchaser's Offered Shares, each registered in the name of the purchaser or its nominee and the Agents shall provide the required registration information to the Corporation no less than 48 hours prior to the Closing Time, together with duly completed and executed certificates of such Purchasers, confirming their status as Institutional Accredited Investors (as defined in Schedule "A") or Qualified Institutional Buyers, as the case may be.

11. Conditions of Closing

The following are conditions precedent to the obligations of the Agents to complete the Closing and of the Purchasers to purchase the Offered Shares at the Closing Time, which conditions the Corporation covenants and agrees to use its commercially reasonable efforts to fulfil within the time set out herein therefor, and which conditions may be waived in writing in whole or in part by the Agents:

(a) the Corporation shall have delivered or caused to be delivered favourable legal opinions dated the Closing Date from (A) Wildeboer Dellelce LLP, being Canadian counsel for the Corporation, in respect of matters insofar as they relate to Canadian law; (B) Steinepres Paganin, being Australian counsel for the Corporation, in respect of matters insofar as they relate to Australian law; (C) O'Brien's Lawyers, being counsel in Papua New Guinea for the Corporation, in respect of matters insofar as they relate to the laws of Papua New Guinea, including the rights, title and interests held in connection with the Simberi Project and the legally binding nature and status of the agreements entered into in relation to the Simberi Project; and (D) Sol-law, being counsel in the Solomon Islands for the Corporation, in respect of matters insofar as they relate to the laws of the Solomon Islands, including the rights, titles and interests held in connection with the Gold Ridge Project and the legally binding nature and status of the agreements entered into in relation to the Gold Ridge Project, each of whom may rely as to matters of fact on certificates or letters of senior officers of the Corporation, the Corporation's transfer agent, the Corporation's Auditors, public officials and officials of the TSX, ASX or AIM, addressed to the Agents, as to such matters as the Agents may reasonably request, acceptable to the Agents, subject to usual or customary assumptions, limitations and qualifications and to include the following matters:

(i) the Corporation is a "reporting issuer", or its equivalent, under the applicable Securities Laws of each of the Qualifying Provinces and it is not on the list of defaulting reporting issuers maintained by each Canadian Securities Regulator;

(ii) the Corporation is a corporation existing under the laws of its jurisdiction of incorporation and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;

(iii) each of the Subsidiaries is a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and has all requisite corporate capacity, power and authority to carry on its business as now conducted and to own, lease and operate its property and assets;

(iv) title to the Material Properties of the Corporation;

(v) as to the issued and outstanding share capital of each of the Subsidiaries and all of the issued and outstanding shares of the Subsidiaries (or, in the case of ASG, the applicable portion of such shares) are registered, directly or indirectly, in the name of the Corporation;

(vi) the issued and outstanding share capital of the Corporation;

(vii) the Corporation has all necessary corporate capacity, power and authority: (A) to execute and deliver this Agreement and to perform its obligations hereunder and thereunder; and (B) to create, issue and sell the Offered Shares;

(viii) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material and the filing thereof with the Canadian Securities Regulators;

(ix) upon the payment therefor, the Offered Shares will have been validly issued;

(x) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder and this Agreement has been executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution may be limited by applicable law;

(xi) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits and consents of the appropriate regulatory authority in each of the Qualifying Provinces have been obtained by the Corporation to qualify the Distribution of the Offered Shares;

(xii) subject only to the Standard Listing Conditions, the Offered Shares have been conditionally approved for listing on the TSX;

(xiii) the execution and delivery of this Agreement and the fulfilment of the terms hereof and thereof by the Corporation and the issuance, sale and delivery of the Offered Shares to be issued and sold by the Corporation at the Closing Time do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of, and do not and will not conflict with: (A) the provisions of any law, statute, rule or regulation to which the Corporation is subject; (B) the constating documents of the Corporation; (C) any resolutions of the shareholders or directors of the Corporation; or (D) any judgment, order or decree of any court, Governmental Authority or regulatory authority having jurisdiction over the Corporation;

(xiv) Computershare Investor Services Inc. has been duly appointed as the transfer agent and registrar for the Ordinary Shares; and

(xv) provided the Offered Shares are listed on the TSX, the Offered Shares will be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, registered disability savings plans and tax-free savings accounts.

In connection with such opinions, counsel to the Corporation may rely on the opinions of local counsel in the Qualifying Provinces acceptable to counsel to the Agents, acting reasonably, as to certain corporate and securities matters relating to the Corporation and as to the qualification for Distribution of the Offered Shares or opinions may be given directly by local counsel of the Corporation with respect to those items and as to other matters governed by the laws of jurisdictions other than the province in which they are qualified to practise and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Corporation and others;

(b) if any Offered Shares are sold by the Agents, a Selling Firm or any affiliate of the Agents or a Selling Firm in the United States, the Corporation shall cause a favourable legal opinion to be delivered by its United States counsel, Dorsey & Whitney LLP, to the Agents, such opinion to be subject to such qualifications and assumptions as the Agents may agree, acting reasonably, to the effect that no registration of the Offered Shares will be required under the U.S. Securities Act in connection with the offering of the Offered Shares for sale in the United States provided, that the sale of the Offered Shares in the United States is made in accordance with Schedule “A” hereto, it being understood that such counsel need not express its opinion with respect to any subsequent resales of the Offered Shares and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Corporation and others;

(c) the Corporation having caused the Corporation’s Auditors to deliver to the Agents a comfort letter, dated the Closing Date, in form and substance satisfactory to the

Agents, acting reasonably, bringing forward to the date which is two Business Days prior to the Closing Date, the information contained in the comfort letter referred to in subsection 6(a)(iii);

(d) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, or such other officer(s) of the Corporation as the Agents may agree, certifying for and on behalf of the Corporation and without personal liability, to the best of the knowledge, information and belief of the persons so signing, with respect to: (i) the articles and by-laws of the Corporation; (ii) the resolutions of the Corporation's board of directors relevant to the Offering and the authorization of the other agreements and transactions contemplated herein; and (iii) the incumbency and signatures of signing officers of the Corporation;

(e) the Agents shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, or such other officers of the Corporation as the Agents may agree, certifying for and on behalf of the Corporation and without personal liability, to the best of the knowledge, information and belief of the persons so signing, after having made due enquiry and after having carefully examined the Final Prospectus and any Supplementary Material, that:

(i) since the respective dates as of which information is given in the Final Prospectus (A) there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects or capital of the Corporation on a consolidated basis, and (B) no transaction has been entered into by either the Corporation or any of the Subsidiaries which is material to the Corporation on a consolidated basis, other than as disclosed in the Final Prospectus or the Supplementary Material, as the case may be;

(ii) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Final Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Final Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Final Prospectus or which would result in the Final Prospectus not complying with applicable Canadian Securities Laws;

(iii) the Corporation has complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(iv) the representations and warranties of the Corporation contained herein are true and correct as at the Closing Time, with the same force and effect as if made on and as at the Closing Time after giving effect to the transactions contemplated hereby; and

(v) receipts or decision documents have been issued by the Canadian Securities Regulators for the Final Prospectus and no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Ordinary Shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Securities Laws or by any regulatory authority;

(f) the Agents shall have received copies of correspondence indicating that the Corporation has obtained all necessary approvals for the Offered Shares to be conditionally listed on the TSX, subject only to the Standard Listing Conditions;

(g) the Agents shall have received a certificate from Computershare Investor Services Inc. as to the number of Ordinary Shares issued and outstanding as at the date immediately prior to the Closing Date;

(h) the Agents shall have received a certificate from Computershare Investor Services Inc. as to the number of ordinary shares of ASG held by the Corporation as at the date immediately prior to the Closing Date;

(i) the Agents shall have received a copy of the Reporting Issuer List or the Defaulting Issuer List, as the case may be, for each of the Qualifying Provinces confirming that the Corporation is a reporting issuer not in default of applicable Securities Laws;

(j) the Agents shall have received the undertakings requested by the Agents pursuant to subsection 8(k) hereof;

(k) the Agents shall have received notice that the Corporation has obtained the Shareholder Approval; and

(l) the Agents shall have completed and be satisfied, acting reasonably, with the results of their due diligence investigations regarding the Corporation, its business, operations and financial condition at the Closing Time.

12. Restrictions on Further Issues or Sales

The Corporation will not issue any further securities of the Corporation or agree to do so, save and except (i) as contemplated by this Agreement, (ii) pursuant to the exercise of options issued pursuant to the Corporation's employee stock option plan outstanding as of the date hereof, (iii) pursuant to the exercise of warrants outstanding as at the date hereof, or (iv) in connection with the bona fide acquisition by the Corporation of the shares or assets of other corporations or entities, including ASG, at any time during the period from the date hereof until 180 days following the Closing Date, without the prior consent of the Lead Agent, not to be unreasonably withheld.

13. All Terms to be Conditions

The Corporation agrees that the conditions contained in section 11 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the

Corporation and that it will use its commercially reasonable best efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in section 11 shall entitle the Agents (or any of them) to terminate their obligation to arrange for the sale of the Offered Shares, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing.

14. Termination Events

Any Agent shall be entitled, at its sole option, to terminate and cancel, without any liability on the part of such Agent, all of its obligation under this Agreement and the obligations of any Purchaser in relation to the Offering, by written notice to that effect given to the Corporation at or prior to the Closing Time, if:

(a) there shall have occurred or been discovered a change as is contemplated by subsection 7(a) which, in the sole opinion of such Agent, acting reasonably, might be expected to have an adverse effect on the condition (financial or otherwise), property, assets, operations, business, affairs or profitability of the Corporation or on the market price or value of the Ordinary Shares or any other securities of the Corporation;

(b) any inquiry, action, suit, proceeding or investigation (whether formal or informal) in relation to the Corporation or any of the directors, officers or principal shareholders of the Corporation (including matters of regulatory transgression or unlawful conduct), is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other Governmental Authority or instrumentality including, without limitation, the TSX, AIM, ASX or any securities regulatory authority, or any law or regulation is enacted or changed which in the opinion of such Agent, acting reasonably, operates to prevent or restrict the trading of the Ordinary Shares or any other securities of the Corporation or seriously adversely affects or will seriously adversely affect the market price or value of the Ordinary Shares or any other securities of the Corporation;

(c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including acts of terrorism) or any new law or regulation or a change thereof which in the reasonable opinion of such Agent seriously adversely affects, or involves, or will, or could reasonably be expected to, seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Corporation and its Subsidiaries taken as a whole;

(d) the state of the national or international financial markets is such that, in the sole opinion of such Agent, acting reasonably, it would be unprofitable to offer or continue to offer for sale the Offered Shares;

(e) any order to cease or suspend trading in any securities of the Corporation is made, threatened or announced by any securities regulatory authority; or

(f) the Corporation is in material breach of any material term, condition, covenant or agreement contained in this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes untrue, false or misleading.

15. Exercise of Termination Right

If this Agreement is terminated by any of the Agents pursuant to section 14, there shall be no further liability on the part of such Agent or of the Corporation to such Agent, except in respect of any liability which may have arisen prior to the date of termination or may thereafter arise under sections 17 and 18. The right of the Agents (or any of them) to terminate their obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

16. Survival of Representations and Warranties

All terms, warranties, representations, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Offered Shares and will continue in full force and effect for the benefit of the Agents and/or the Corporation, as the case may be, in accordance with applicable law, regardless of any subsequent disposition of the Offered Shares or any investigation by or on behalf of the Agents with respect thereto. The Agents will be entitled to rely on the representations and warranties of the Corporation contained in this Agreement or delivered pursuant to this Agreement notwithstanding any investigation which the Agents may undertake or which may be undertaken on the Agents' behalf.

17. Indemnity and Contribution

(a) The Corporation hereby agrees to indemnify and hold the Agents, each of the Selling Firms and each of their respective affiliates (referred to in this section 17 collectively, as the "**Agents**") and the directors, officers, employees and shareholders of the Agents (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), claims (including shareholder actions, derivative or otherwise), actions, suits, proceedings, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims), and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Agents, to which the Agents and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Agents and their Personnel hereunder or otherwise in connection with the matters referred to in this Agreement, provided, however, that this indemnity shall not apply to the extent that (a) a court of competent jurisdiction determines, in a final judgment in a proceeding to which such Agent or Personnel is named as a Party, that the Agents or their Personnel have been grossly negligent or dishonest or have committed any fraudulent act in the course of the performance; and (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were caused directly by the gross negligence, dishonesty or fraud referred to in (a). In such event, such Agent or Personnel shall reimburse any funds advanced by the Corporation to the Agent or Personnel pursuant to the indemnification contained in this Section 17 in respect of such expenses, losses, claims, damages or liabilities and thereafter this Indemnity shall cease to apply to such Agent or Personnel in respect of such expenses, losses, claims, damages or liabilities.

(b) If for any reason (other than as set out in subsection 17(a)), the foregoing indemnification is unavailable to the Agents or the Personnel or insufficient to hold them harmless, then the Corporation shall contribute to the amount paid or payable by the Agents as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agents on the other hand but also the relative fault of the Corporation and the Agents, as well as any relevant equitable considerations; provided that the Corporation shall, in any event, contribute to the amount paid or payable by the Agents as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the fees received by the Agents pursuant to this Agreement. The rights to contribution provided in this section 17 shall be in addition to and not in derogation of any other right to contribution which the Agents may have by statute or otherwise at law.

(c) The Corporation agrees that in case any legal proceeding shall be brought against the Corporation and/or the Agents or any Personnel by any Governmental Authority or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Corporation and/or the Agents (or any of them) and any Personnel of the Agents shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Agents, the Agents shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by their Personnel in connection therewith based on the annual compensation of such Personnel when computing an hourly rate) and reasonable out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Corporation as they occur.

(d) Promptly after receipt of notice of the commencement of any legal proceeding against the Agents (or any of them) or any of their Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, the Agents will notify the Corporation in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Corporation, will keep the Corporation advised of the progress thereof and will discuss with the Corporation all significant actions proposed. The omission so to notify the Corporation shall not relieve the Corporation of any liability which the

Corporation may have to the Agents except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Corporation would otherwise have under this section 17 had the Agents not so delayed in giving or failed to give the notice required hereunder.

(e) The Corporation shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence of any suit brought to enforce a claim under this section 17, provided such defence is conducted by experienced and competent counsel. Upon the Corporation notifying the Agents in writing of its election to assume the defence and retaining counsel, the Corporation shall not be liable to the Agents for any legal expenses subsequently incurred by the Agents in connection with such defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Agents, will keep the Agents advised of the progress thereof and will discuss with the Agents all significant actions proposed.

(f) Notwithstanding the foregoing subsection 17(e), the Agents shall have the right, at the Corporation's expense, to employ counsel of the Agents' choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Corporation; or (ii) the Corporation has not assumed the defence and employed counsel therefor within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Corporation or the Agents has advised the Agents (or any of them) that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Agents (or any of them) which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation shall not have the right to assume or direct the defence on the Agents' behalf) or that there is a conflict of interest between the Corporation and the Agents (or any of them) or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Corporation shall not have the right to assume or direct the defence on the Agents' behalf).

(g) No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Agent affected. No admission of liability shall be made and the Corporation shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

(h) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agents and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, the Agents and any of the Personnel of the Agents.

18. Expenses

The Corporation shall pay all expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, all expenses of or incidental to the creation, issue, sale or Distribution of the Offered Shares and all expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the qualification of the Offered Shares for Distribution, the fees of the Corporation's counsel and of local counsel to the Corporation and/or the Subsidiaries, the reasonable fees and expenses of the Corporation's Auditors and the transfer agent for the Ordinary Shares, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Offered Shares, all reasonable expenses and fees and applicable taxes thereon incurred by the Agents and their counsel, whether or not the Offering is completed.

19. Agents' Authority

The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Agents by the Lead Agent and the Lead Agent shall represent the Agents and have authority to bind the Agents hereunder. In all cases, the Lead Agent shall use its best efforts to consult with the other Agents prior to taking any action contemplated herein.

20. Notices

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) If to the Corporation, to:

Allied Gold Limited
Unit B9
431 Roberts Road
Subiaco, Western Australia
6008, Australia

Attention: Frank Terranova
Fax: +61 (7) 3252-3552

with a copy (but not as notice) to:

Wildeboer Dellelce LLP
Suite 800, 365 Bay Street
Toronto, ON
M5H 2V1
Canada

Attention: Vaughn MacLellan
Fax: (416) 361-1790

(b) If to the Agents, to:

Thomas Weisel Partners Canada Inc.
79 Wellington Street West
P.O. Box 37, 21st Floor
Toronto, Ontario M5K 1B7

Attention: Rob Magwood
Fax: +1 (416) 815-1808

- and -

Mirabaud Securities LLP
21 St. James Square
London SW1Y 4JP

Attention: Peter Krens
Fax: +44 (0)20 7930 4861

- and -

BMO Nesbitt Burns Inc.
100 King Street West, 4th Floor
Toronto, Ontario M5X 1H3

Attention: Bob Sangha
Fax: +1 (416) 359-4459

- and -

CIBC World Markets Inc.
161 Bay Street, 7th Floor
Toronto, Ontario M5J 2S8

Attention: David Cobbold
Fax: +1 (416) 594-8848

with a copy (but not as notice) to:

Blake, Cassels & Graydon LLP
23 College Hill
London, England
EC4R 2RP

Attention: David Glennie
Fax: +44 (0)20 7429 3560

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by facsimile transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

21. Confidentiality

All information, data, statements, advice and opinions (the "**Confidential Information**") furnished to the Agents or their counsel, advisors or representatives, and Confidential Information furnished by Agents to their counsel or any Selling Firm in connection with the Agents' engagement hereunder will be treated as confidential (except such Confidential Information which is now or hereafter becomes publicly available or publicly known from time to time, other than as a result of improper disclosure by any Agents or any Selling Firm, or is required by law, including, but not limited to in relation to fulfilling the duties of the Agents pursuant to applicable Securities Laws or legal proceedings to be disclosed) and will be used by the Agents only in connection with their engagement under this Agreement. In connection with the Agents' activities hereunder, the Corporation may from time to time specifically authorize the Lead Agent, on behalf of the Agents, to discuss the Confidential Information with or deliver it to third parties, on the basis that the confidentiality of the Confidential Information will be maintained and preserved by such third parties.

22. No Fiduciary Duty

The Corporation hereby acknowledges that (i) the purchase and sale of the Offered Shares pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and each of the Agents and any affiliate through which it may be acting, on the other, (ii) each of the Agents is acting as principal and not as an agent or fiduciary of the Corporation and (iii) the Corporation's engagement of each of the Agents in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Agents has advised or is currently advising the Corporation on related or other matters). The Corporation agrees that it will not claim that the Agents have rendered advisory services of any nature or respect, or owes an agency, fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

23. Miscellaneous

(a) Governing Law: This Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the jurisdiction of the courts of such province.

(b) Time of Essence: Time shall be of the essence of this Agreement.

(c) Counterparts: This Agreement may be executed by any one or more of the parties to this Agreement by facsimile or in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

(d) Entire Agreement: This Agreement constitutes the entire agreement between the Corporation and the Agents in connection with the issue and sale of the Offered Shares by the Corporation and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, including, but not limited to, the agreement constituted by the acceptance of the Engagement Letter, with the exception of section 7 of the Engagement Letter, which shall remain in full force and effect, in accordance with its terms.

(e) Severability: If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severed from this Agreement.

(f) Language: The parties hereto acknowledge and confirm that they have requested that this Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. *Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.*

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If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Lead Agent.

Yours very truly,

THOMAS WEISEL PARTNERS CANADA INC.

Per: *(signed) "Rob Magwood"*
Authorized Signing Officer

MIRABAUD SECURITIES LLP

Per: *(signed) "Ann Horsington"*
Authorized Signing Officer

BMO NESBITT BURNS INC.

Per: *(signed) "D. Sangha"*
Authorized Signing Officer

CIBC WORLD MARKETS INC.

Per: *(signed) "David Cobbold"*
Authorized Signing Officer

The foregoing is hereby accepted and agreed to by the undersigned as of the date first written above.

ALLIED GOLD LIMITED

Per: *(signed) "Frank Terranova"*
Authorized Signing Officer

SCHEDULE "A"

UNITED STATES OFFERS AND SALES

This is Schedule "A" to an agency agreement (the "Agency Agreement") dated December 8, 2009 between Allied Gold Limited and Thomas Weisel Partners Canada Inc., Mirabaud Securities LLP, BMO Nesbitt Burns Inc. and CIBC World Markets Inc.

As used in this Schedule "A", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule "A" is annexed and the following terms shall have the meanings indicated:

(a) "**affiliate**" means "affiliate" as defined in Rule 405 under the U.S. Securities Act;

(b) "**Directed Selling Efforts**" means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;

(c) "**Foreign Issuer**" shall have the meaning ascribed thereto in Regulation S. Without limiting the foregoing, but for greater clarity, it means any issuer that is (a) the government of any country other than the United States, of any political subdivision thereof or a national of any country other than the United States; or (b) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

(d) "**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising", respectively, as used under Rule 502(c) of Regulation D, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, any telecommunications medium, including electronic display or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(e) "**Institutional Accredited Investor**" means an entity that is an "accredited investor" within the meaning of Rule 501(a) of Regulation D that satisfies the criteria set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D;

(f) “**Offshore Transaction**” means an “offshore transaction” as that term is defined in Regulation S;

(g) “**Qualified Institutional Buyer**” means a qualified institutional buyer as that term is defined in Rule 144A;

(h) “**Regulation D**” means Regulation D adopted by the SEC under the U.S. Securities Act;

(i) “**Rule 144A**” means Rule 144A adopted by the SEC under the U.S. Securities Act;

(j) “**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Regulation S; and

(k) “**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended.

A. Representations, Warranties and Covenants of the Agents

Each of the Agents and their respective United States broker dealer affiliates (the “U.S. Affiliates”) acknowledges that the Offered Shares have not been registered under the U.S. Securities Act and may be offered and sold within the United States only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and state securities laws of any state, territory or possession of the United States (“**state securities laws**”). Accordingly, the Agents and their U.S. Affiliates, represent, warrant and covenant to the Corporation that:

1. It has not offered and sold, and will not offer and sell, any Offered Shares constituting part of its allotment, except (a) in an Offshore Transaction in accordance with Rule 903 of Regulation S, or (b) in the United States as provided in paragraphs 2 through 10 below. Accordingly, neither the Agents, the U.S. Affiliates nor any of their affiliates nor any persons acting on its or on their behalf has engaged or will engage in any Directed Selling Efforts with respect to the Offered Shares.

2. It has not entered into and will not enter into any contractual arrangement with respect to the distribution of the Offered Shares, except with its affiliates, the U.S. Affiliates, any selling group members or with the prior written consent of the Corporation. It shall require each U.S. Affiliate and each affiliate or selling group member to agree, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that the U.S. Affiliate and each affiliate or selling group member complies with, the provisions of this Schedule “A” applicable to such Agent as if such provisions applied to such selling group member.

3. All offers and sales of Offered Shares in the United States shall be made through a U.S. Affiliate in compliance with all applicable U.S. broker-dealer requirements.

4. In connection with offers and sales of Offered Shares in the United States, no form of General Solicitation or General Advertising has been or will be used.

5. Any offer, sale or solicitation of an offer to buy Offered Shares that has been made or will be made in the United States was or will be made only (i) on behalf of the Agent or its U.S. Affiliate, acting as principal, in compliance with Rule 144A to persons reasonably believed

to be Qualified Institutional Buyers, or (ii) on behalf of the Corporation in compliance with Rule 506 of Regulation D to persons reasonably believed to be Institutional Accredited Investors.

6. Each offeree in the United States shall be provided, prior to the time of purchase of any Offered Shares, with a copy of a preliminary and a final U.S. Private Placement Memorandum attached, in the case of the preliminary U.S. Private Placement Memorandum, to a copy of the Preliminary Prospectus and, in the case of the final U.S. Private Placement Memorandum, to a copy of the Final Prospectus and no other written material will be used in connection with the offer or sale of the Offered Shares in the United States.

7. Each offeree in the United States shall be a Qualified Institutional Buyer or an Institutional Accredited Investor and it had a relationship with such offeree, pre-existing the offer of the Offered Shares to the offeree, such that it was in a position to determine that the offeree, or beneficial purchaser, if any, for whom the offeree is acting as trustee or agent, has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Offered Shares, i.e., that it is a sophisticated investor.

8. At least one business day prior to the Closing Date, the transfer agent will be provided with a list of all purchasers of the Offered Shares in the United States.

9. At closing, each Agent and U.S. Affiliate who made offers or sales of the Offered Shares in the United States will (i) provide a certificate, substantially in the form of Exhibit A to this Schedule "A", relating to the manner of the offer and sale of the Offered Shares in the United States, and (ii) provide copies of the purchaser's letters attached as Exhibit I to the U.S. Private Placement Memorandum executed by the Institutional Accredited Investors purchasing Offered Shares.

10. Neither it nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Offered Shares.

B. Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants and covenants that:

1. The Corporation is a Foreign Issuer with no Substantial U.S. Market Interest in the Offered Shares.

2. The Corporation is not, and as a result of the sale of the Offered Shares contemplated hereby will not be, required to be registered as an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

3. Except with respect to offers and sales to Qualified Institutional Buyers or Institutional Accredited Investors in reliance upon exemptions from registration under the U.S. Securities Act or state securities laws, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf, has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Shares to a person in the United States; or (B) any sale of

Offered Shares unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.

4. None of the Corporation, any of its affiliates or any person acting on its or their behalf, have made or will make any Directed Selling Efforts with respect to the Offered Shares.

5. None of the Corporation, any of its affiliates or any person acting on its or their behalf, have engaged in or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Offered Shares in the United States.

6. The Preliminary Prospectus and the Final Prospectus (and any other material or document prepared or distributed by or on behalf of the Corporation used in connection with offers and sales of the Offered Shares) include, or will include, statements to the effect that the securities have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless an exemption from the registration requirements of the U.S. Securities Act or state securities laws is available. Such statements have appeared, or will appear, (i) on the cover or inside cover page of the Preliminary Prospectus and the Final Prospectus; (ii) in the "Plan of Distribution" section of the Preliminary Prospectus and the Final Prospectus; and (iii) in any press release or other public statement made or issued by the Corporation or anyone acting on the Corporation's behalf.

7. The Corporation has not sold, offered for sale or solicited any offer to buy, during the period beginning six months prior to the start of the offering of the Offered Shares, and will not sell, offer for sale or solicit any offer to buy, during the period ending six months after the completion of the offering of the Offered Shares, any of its securities in the United States in a manner that would be integrated with and would cause the exemptions from registration provided by Rule 506 of Regulation D and Rule 144A, or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Offered Shares pursuant to this Schedule "A".

8. For so long as any of the Shares sold pursuant to Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Corporation is not subject to and in compliance with the reporting requirements of Section 13 or Section 15(d) of the U.S. Exchange Act or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will provide to any holder of Offered Shares, or to any prospective purchaser of such Offered Shares designated by such holder, upon the request of such holder or prospective purchaser, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4).

9. The Offered Shares are not, and as of the Closing Time, will not be, and no securities of the same class as the Offered Shares are or will be, (i) listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act, (ii) quoted in a "U.S. automated inter-dealer quotation system", as such term is used in Rule 144A, or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted.

10. None of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates, or any person acting on

any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Securities Act in connection with the offer and sale of the Offered Shares.

EXHIBIT A
TO SCHEDULE "A"
AGENT'S CERTIFICATE

In connection with the private placement in the United States of Securities of Allied Gold Limited (the "**Corporation**") pursuant to an agency agreement (the "**Agency Agreement**") dated December 8, 2009 between the Corporation and, the undersigned hereby certifies as follows:

(a) the U.S. Affiliate is a duly registered broker or dealer with the United States Securities and Exchange Commission and is a member of and is in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof;

(b) each offeree was provided with a copy of the confidential preliminary U.S. Private Placement Memorandum, including the Preliminary Prospectus, and a copy of the confidential final U.S. Private Placement Memorandum, including the Final Prospectus, and no other written material was used in connection with the offer and sale of the Offered Shares in the United States;

(c) each offeree in the United States was a Qualified Institutional Buyer or an Institutional Accredited Investor and, on the date hereof, each U.S. Person purchasing Offered Shares from us is a Qualified Institutional Buyer or an Institutional Accredited Investor;

(d) no form of general solicitation or general advertising (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, any telecommunications medium, including electronic display or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Shares in the United States; and

(e) all offers and sales of the Offered Shares in the United States have been conducted by us in accordance with applicable U.S. broker-dealer requirements and in accordance with the terms of the Agency Agreement.

Terms used in this certificate have the meanings given to them in the Agency Agreement (including Schedule "A" thereto), unless otherwise defined herein.

DATED this _____ day of December, 2009.

[Agent]	**[U.S. Affiliate of Agent]**
By: ________________________________	By: ________________________________
Authorized Signing Officer	Authorized Signing Officer

SCHEDULE "B"

SUBSIDIARIES

Name of Subsidiary	**Jurisdiction of Incorporation**	**Beneficial Ownership**
Nord Pacific Limited	New Brunswick	100% owned by the Corporation
Simberi Gold Company Limited	Papua New Guinea	100% owned by the Corporation
Nord Australex Nominees (PNG) Ltd.	Papua New Guinea	100% owned by the Corporation
Allied Tabar Exploration Pty Ltd.	Australia	100% owned by the Corporation
Tabar Exploration Company Ltd.	Papua New Guinea	100% owned by the Corporation
AGL (ASG) Pty Ltd.	Australia	100% owned by the Corporation
AGL (SGC) Pty Ltd.	Australia	100% owned by the Corporation
Australian Solomons Gold Limited	Australia	95.7% owned by the Corporation
JV Mine (Australia) Pty Ltd.	Australia	95.7% owned by the Corporation
Solomon Islands International Pty Ltd.	Australia	95.7% owned by the Corporation
ASG Solomon Islands Limited	Solomon Islands	95.7% owned by the Corporation
Gold Ridge Mining Limited	Solomon Islands	95.7% owned by the Corporation