

Share Sale Agreement

Anvil Mining Investments Limited

and

Anvil Mining Investments (No. 2) Limited

and

Anvil Mining Congo SARL

and

Anvil *Mining* Zambia Limited

and

Anvil Mining Limited

ARBN 107 912 550

and

Mawson West Ltd

ACN 072 595 576

and

Central Africa Resources Pty Ltd

ACN 118 153 370

Middletons

Perth office

Ref:328878_3

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Share Sale Agreement

Date 26 February 2010

Parties

1. **Anvil Mining Investments Limited** of Trident Trust Company (BVI) Limited, Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands (**Seller or AMI**)
2. **Anvil Mining Investments (No 2) Limited** of Trident Trust Company (BVI) Limited, Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands (**Company or AMI2**)
3. **Anvil Mining Congo SARL** of 7409 Avenue de la Revolution, Lubumbashi, Katanga Province, Democratic Republic of Congo (**AMC**)
4. **Anvil Mining Zambia Limited** of Grant Thornton Associates Limited, 5th floor, Mukuba Pension House, Dedan Kimathi Road, Lusaka, Zambia (**AMZ**)
5. **Anvil Mining Limited ARBN 107 912 550** of 76 Hasler Road, Osborne Park, Western Australia (**AVM**)
6. **Mawson West Ltd ACN 072 595 576** of 20 Howard Street, Perth, Western Australia (**Buyer**)
7. **Central Africa Resources Pty Ltd ACN 118 153 370** of 20 Howard Street, Perth, Western Australia (**CAR or Guarantor**)

Background

- A. The Sale Shares are, or will be on Completion, owned by the Seller as set out in Schedule 1.
- B. The Seller has agreed to sell to the Buyer and the Buyer has agreed to buy the Sale Shares from the Seller on the terms and conditions of this Agreement.
- C. The Guarantor has agreed to guarantee the Buyer's obligations under this Agreement.
- D. AVM guarantees the obligations of the Seller and each Group Company under this Agreement.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Agreement, except where the contrary intention appears or the context otherwise requires:

Accounting Standards means generally accepted accounting principles that are consistently applied in, in relation to a Group Company, the jurisdiction in which that Group Company is incorporated, and the requirements of any applicable Laws relating to the preparation and content of accounts;

Accounts means:

- (a) the statement of financial position of each Group Company as at the Accounts Date; and
- (b) the notes to, and the reports of the directors relating to, those statements;

Accounts Date means 31 December 2009;

Assets means the assets described on the asset registers annexed as Annexure 1 to the Heads of Agreement, and attached herewith as Annexure 1;

Agreement means this deed including the recitals, any schedules and any annexures;

Anvil Director means a director nominated by AVM and consented to by the Buyer, such consent not to be unreasonably withheld;

ASX means ASX Limited ACN 008 624 691;

Business means the business carried on by the Group Companies;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia;

Buyer's Due Diligence Investigation means the process under which:

- (a) the Seller disclosed or discloses Information to and responded or responds to enquiries made by or on behalf of the Buyer regarding the Seller, the Company, AMC and AMZ and the Business prior to Completion; and
- (b) the Buyer undertakes an investigation regarding the Seller, the Company, AMC and AMZ and the Business prior to Completion;

Buyer's Warranties means the warranties in clauses 5.2 and 14;

Claim includes a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Agreement or otherwise;

Completion means the completion of the sale and purchase of the Sale Shares in accordance with clause 7;

Completion Date means the date on which Completion occurs;

Conditional Completion has the meaning given by clause 8;

Conditions means the conditions referred to in clause 3 and specified in Schedule 3;

Confidential Information means:

- (a) the terms of this Agreement and its subject matter, including Information submitted or disclosed by a party during negotiations, discussions and meetings relating to this Agreement;
- (b) Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and
- (c) all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement or which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party or any Related Entity of that Disclosing Party;

Confidentiality Deed means the confidentiality deed between AVM and the Buyer dated 11 March 2009;

Consideration Shares means 73,070,000 fully paid ordinary shares in the Buyer;

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

Disclosing Party means the party to whom Information belongs or relates;

Disclosure Letter means:

- (a) the letter given by the Seller to the Buyer in relation to the Seller's Warranties; or
- (b) the letter given by the Buyer to the Seller in relation to the Buyer's Warranties, as the case may be;

Disclosure Material means:

- (a) in the case of disclosure material provided by the Seller, the Company, AMC, AMZ or AVM, the written material relating to the Group and the Business that has been disclosed to the Buyer or its advisers by or on behalf of the Seller, whether as part of the Buyer's Due Diligence Investigation or otherwise, a list of which is included in the Disclosure Letter; and
- (b) in the case of disclosure material provided by the Buyer, the written material relating to the Buyer that has been disclosed to the Seller or its advisers by or on behalf of the Buyer, whether as part of the Seller's Due Diligence Investigation or otherwise, a list of which is included in the Disclosure Letter;

DRC means the Democratic Republic of Congo;

DRC Conditions means:

- (a) confirmation that AMI2 is the beneficial and registered owner of 90% of the issued share capital in AMC and the proper notifications have been made; and
- (b) notification to the Government of the DRC of the proposed transfer of 90% of the issued share capital of AMC to AMI2 in accordance with Article 44 of the Mining Convention and a letter from the Government of the DRC, satisfactory to the Buyer and the Seller, authorizing the proposed transfer to AMI2;

Employee means any person who is an employee of any Group Company at the date of this Agreement or who becomes an employee of any Group Company prior to Completion;

Encumbrance means an interest or power created or arising in or over an interest in an asset under a bill of sale, mortgage, charge, lien, pledge, hypothecation, preferential right, trust or other similar instrument, device or power and includes any agreement or arrangement (whether legally binding or not) to grant or create any of the aforementioned but excludes any retention of title arrangement or lien arising in the ordinary course of business;

Financial Market has the meaning given to that term in the Corporations Act;

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

Group means the Company, AMC and AMZ, details of which are set out in Schedule 2;

Group Company means any one of the companies comprising the Group;

Guarantee and Indemnity has the meaning given to that term in clause 18.3;

Heads of Agreement means the heads of agreement between the Seller, the Group Companies, AVM, the Buyer and CAR dated 18 November 2009;

Information means any information, whether in oral, graphic, electronic, written or any other form, including:

- (a) geological information, geological data, forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data;
- (b) copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered;

- (c) samples or specimens (if any) disclosed either before or after execution of this Agreement;
- (d) patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (e) any application or right to apply for registration of any of these rights;
- (f) any registration of any of those rights or any registration of any application referred to in paragraph (e);
- (g) all renewals and extensions of these rights; and
- (h) Pronto software customisation and historical data for AMC and AMZ as may be transferable;

Kapulo Project Farm-in Agreement means the agreement between AMC, the Buyer, CAR and AVM dated 10 April 2006;

Law means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations or by-laws of Canada, the DRC, Republic of Zambia, British Virgin Islands, Commonwealth of Australia, a State, a Territory or a Government Agency; and
- (c) requirements and approvals (including conditions) of Canada, the DRC, Republic of Zambia, British Virgin Islands, Commonwealth of Australia, a State, a Territory or a Government Agency that have the force of law;

Liability includes all liabilities, losses, damages, costs, interest, fees, penalties, fines, assessments, forfeiture and expenses of whatever description (whether actual, contingent or prospective);

Material Adverse Change means a matter or event which has caused or will cause a reduction by an amount of \$3 million or more to:

- (a) the value of the Business;
- (b) the value of the Assets; or
- (c) the financial position or prospects of AMI2, AMC or AMZ,

from that as at the date of this Agreement;

Material Contracts means all contracts, agreements and understandings relating to each Group Company or the Business that have a value of not less than \$20,000;

Mining Interests means the prospecting, exploration and exploitation licences and leases set out at item 11 of Schedule 4;

Purchase Price means the Consideration Shares;

Receiving Party means the party to whom Information is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party;

Recipient has the meaning given to that term in clause 17.3;

Records means all original and copy records, documents, books, files, reports, accounts, plans, correspondence, letters and papers of every description and other material regardless of their form or medium and whether coming into existence before, on or after the date of this Agreement, belonging or relating to or used by any Group Company including certificates of incorporation, minute books, statutory books and registers, books of account, Taxation returns, title deeds and other documents of title, customer lists, price lists, computer programs and software, and trading and financial records;

Registration means the registration of the later of:

- (a) the Seller's holding of the Consideration Shares on the share register maintained by the Buyer; and
- (b) the Buyer's shareholding of the Sale Shares on the register maintained by the relevant person or Government Agency;

Related Body Corporate has the meaning given to that term in the Corporations Act;

Related Entity has the meaning given to that term in the Corporations Act;

Revision Notice has the meaning given to that term in clause 11.1(c);

Revision Period has the meaning given to that term in clause 11.1(c);

Seller's Due Diligence Investigation means the process under which:

- (a) the Buyer disclosed or discloses Information to and responded or responds to enquiries made by or on behalf of the Seller regarding the Buyer prior to Completion; and
- (b) the Seller undertakes an investigation regarding the Buyer prior to Completion;

Seller's Warranties means the warranties contained in Schedule 4;

Sale Shares means all the shares (of any class) in the capital of the Company held by the Seller immediately before Completion, as specified in Schedule 1;

Stamp Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount in respect of the above but excludes any goods and services tax;

Supplier has the meaning given to that term in clause 20.1(b);

Target Date means in respect of each of the Conditions set out in Schedule 3 the target date specified in that item;

Tax, Taxes or Taxation means all forms of taxes, duties (including Stamp Duty), imposts, charges, withholdings, rates, levies or other governmental impositions imposed, assessed or charged by any Government Agency, together with all interest, penalties, fines, expenses and other additional statutory charges resulting from a failure to pay when due the full amount of any such imposition;

Tax Enquiry has the meaning given to that term in clause 11.2(a);

Tax Law means any Law relating to Tax;

Tax Warranty means any of the warranties set out at item 19 of Schedule 4;

Third Party has the meaning given to that term in clause 13.6;

Third Party Claim has the meaning given to that term in clause 13.6;

Transaction means the transaction contemplated by this Agreement;

Trust Payments means payments made, or caused to be made, by the Seller to the Trusts;

Trusts means Congo Development Pty Ltd and Central African Holdings Pty Ltd which, in aggregate, hold 10% of the shares in AMC; and

Warranty Claim means any Claim by:

- (a) the Buyer (or any person making a Claim through or on behalf of the Buyer) against the Seller for breach of any of the Seller's Warranties or under the indemnity in clause 15 or for breach of any other obligation of the Seller expressed or implied by this Agreement or otherwise relating to the sale of the Sale Shares to the Buyer; or
- (b) the Seller (or any person making a Claim through or on behalf of the Seller) against the Buyer for breach of any of the Buyer's Warranties or under the indemnity in clause 19 for breach of any other obligation of the Buyer expressed or implied by this Agreement or otherwise relating to the issue of the Consideration Shares to the Buyer,

as the case may be.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Agreement;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;

- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;
- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";
- (m) money amounts are stated in Australian currency unless otherwise specified; and
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body.

2. Agreement to buy and sell Sale Shares and release from Kapulo Project Farm-in Agreement

2.1 Sale and purchase

On and subject to the terms of this Agreement:

- (a) the Seller as legal and beneficial owner (by Completion) agrees to sell the Sale Shares to the Buyer; and
- (b) the Buyer agrees to purchase the Sale Shares from the Seller.

2.2 Release from Kapulo Project Farm-in Agreement

On and subject to the terms of this Agreement, on the Completion Date:

- (a) AVM is released from its obligations and no longer entitled to its rights under the Kapulo Project Farm-in Agreement excepting those obligations and rights accruing prior to the Completion Date; and

- (b) the Buyer must issue to AVM in consideration for the release by AVM under clause 2.2(a), 10,000,000 fully paid ordinary shares in the Buyer, provided that AVM has not exercised its rights pursuant to clause 10.1 of the Kapulo Project Farm-in Agreement before the Completion Date.

- (c)

2.3 Date for Completion

Completion must occur on the date that is the later of:

- (a) 2 Business Days after the first date by which all Conditions have been fulfilled (or waived under clause 3.3); and
- (b) 28 February 2010.

2.4 Encumbrances and rights

The Seller must transfer the Sale Shares to the Buyer at Completion:

- (a) free from any Encumbrance; and
- (b) together with all benefits and rights, including dividend and voting rights, attached or accrued to them on or after the date of this Agreement.

2.5 Title and risk

- (a) The title to and the risk of the Sale Shares:
 - (i) until Completion, remains solely with the Seller; and
 - (ii) on and from Completion, passes from the Seller to the Buyer.
- (b) On and from Completion and up to and including Registration, the Seller holds the Sale Shares on trust for the benefit of the Buyer.

2.6 Purchase of all the Sale Shares

The Seller need not complete the sale, and the Buyer need not complete the purchase, of any of the Sale Shares unless all of the obligations of the Buyer and the Seller have been performed under clause 7.

2.7 Waiver of pre-emptive rights

The Seller, by its execution of this Agreement, consents to the sale and purchase contemplated by clause 2.1 and irrevocably waives in favour of the Buyer any rights of pre-emption that that Seller has, or may have, in respect of the Sale Shares, whether conferred by the constitution of any Group Company or otherwise.

3. Conditions precedent

3.1 Conditions precedent to Completion

Completion is conditional on each of the Conditions set out in Schedule 3 being fulfilled, or waived under clause 3.3, on or before the relevant Target Date or any other date agreed by the Seller and the Buyer in writing.

3.2 Duties in relation to Conditions

- (a) Each party must use its reasonable endeavours to ensure that the Conditions referred to in clause 3.1 are fulfilled or waived on or before the relevant Target Date.
- (b) Each party must:
 - (i) supply each other party with copies of all applications made and documents supplied for the purpose of fulfilling any Condition;
 - (ii) not take any action that would, or would be likely to, prevent or hinder the fulfilment of any Condition; and
 - (iii) within 2 Business Days of a party becoming aware that a Condition has been fulfilled, notify the other parties in writing of that fact.
- (c) Nothing in this clause 3 requires a party to waive a Condition under clause 3.3 or accept unreasonable conditions or requirements imposed by third parties to satisfy any Condition.

3.3 Fulfilment by waiver

Subject to clause 3.5, a Condition may be waived only:

- (a) where the Condition is expressed to be for the benefit of a particular party, if that party gives notice of waiver of the Condition to the other parties; or
- (b) otherwise, if the Seller and the Buyer agree in writing to waive the Condition,

but only to the extent set out in the notice of waiver.

3.4 Failure of Condition

- (a) Either the Buyer or the Seller may, if not otherwise in breach of this Agreement, terminate this Agreement by giving written notice to all other parties at any time before Completion if:
 - (i) a Condition is not fulfilled (or waived under clause 3.3) before 5.00 pm on the date specified in clause 3.1; or
 - (ii) a Condition having been fulfilled, that Condition does not remain fulfilled in all respects at all times until Completion.

- (b) On termination, no party has any obligation or liability to any other party, except in connection with Claims that arose before termination.

3.5 Deemed waiver

The Condition in item 1.7 of Schedule 3 will be deemed to have been fulfilled if the Seller has not provided to the Buyer any notice under clause 3.4 in respect of that Condition on the day before Completion.

4. Purchase Price

4.1 Payment of the Purchase Price

The Purchase Price for the Sale Shares is the Consideration Shares.

4.2 Manner of payment

At Completion, the Buyer must issue to the Seller the Consideration Shares.

5. Consideration Shares

5.1 Subscription

Subject to Completion occurring in accordance with clause 7, the Seller subscribes for the Consideration Shares.

5.2 Buyer's Warranties

The Buyer warrants and represents to the Seller that to the best of the Buyer's knowledge each of the warranties set out in Schedule 5 is true and accurate at the date of this Agreement and, except as expressly stated, will be so at Completion.

5.3 Right to participate in further issues

Excluding always the proposed equity raising by the Buyer to private equity investors to raise up to \$9,500,000 and the issue of broker warrants as part of such raising which is proposed to occur on or before Completion, and shares issued in the Buyer pursuant to the exercise of options and shares issued in the Buyer pursuant to any employee share and option plan, the Buyer must:

- (a) from the Completion Date and for so long as AMI holds no less than 15% of the fully paid ordinary shares in the Buyer, ensure that the Seller is advised and invited to participate in any share issues or placement of shares in the Buyer with the purpose and intent that AMI be able to acquire additional shares in the Buyer, on the same terms as such further share issues or placements, so that it can maintain its then current percentage shareholding in the Buyer, subject always to the provisions of the Corporations Act; and
- (b) if the Buyer is admitted to the official list of the ASX, the Buyer must use its best endeavours to obtain a waiver of Listing Rule 6.18, to the extent

necessary, to ensure that the Seller can maintain the right of participation set out in clause 5.3(a).

6. Conduct pending Completion

6.1 Conduct of Business

- (a) Except as otherwise provided in this Agreement, the Seller must ensure that from the date of this Agreement until Registration, each Group Company:
 - (i) manages and conducts the Business in the ordinary course of the Business; and
 - (ii) does not, unless required or contemplated by this Agreement, or unless the Buyer consents:
 - (A) enter into any material contract or commitment with a third party;
 - (B) terminate, alter, waive compliance with or fail to enforce any term of a material contract or commitment;
 - (C) except in the ordinary course of the Business, incur any material Liabilities;
 - (D) except in the ordinary course of the Business, dispose of, agree to dispose of, Encumber or grant an option over any of a Group Company's assets or any interest in those assets;
 - (E) issue, agree to issue or grant any option to issue any equity or loan securities or any security convertible into any such securities;
 - (F) issue any shares, or options to take up unissued shares, in the capital of a Group Company;
 - (G) except in the ordinary course of the Business, pass any resolution of a Group Company;
 - (H) make any change to the directors appointed as the directors of a Group Company;
 - (I) hire or end the employment of, or alter the terms of employment and/or remuneration of, any Employee with a total gross remuneration of greater than \$50,000, other than in the ordinary course of business, using ordinary commercial terms of employment;
 - (J) alter the constitution of a Group Company;

- (K) create, repurchase or redeem any share in the capital of a Group Company;
 - (L) dispose of any interest in any shares in the capital of a Group Company or grant any Encumbrance over such shares;
 - (M) initiate any procedures for winding up of a Group Company;
 - (N) arrange the provision of additional borrowing facilities for a Group Company or enter into any new agreement for borrowings by a Group Company; or
 - (O) enter into any new arrangement between a Group Company and the Seller or their Related Bodies Corporate.
- (b) The Buyer must not unreasonably withhold or delay its consent to any matter referred to in clause 6.1(a)(ii).
 - (c) The Seller must, and must procure that each Group Company ensures that, each Group Company's insurances remain current until Completion.

6.2 Permitted acts

Prior to Completion, the Buyer, the Seller and any Group Company may do, or omit to do, any of the following:

- (a) anything to reasonably and prudently respond to an existing or pending emergency or disaster;
- (b) anything which is necessary to meet its legal or contractual obligations; and
- (c) anything permitted by this Agreement.

6.3 Assistance and access for Buyer

Until Completion, the Seller must:

- (a) ensure that each Group Company gives the Buyer, and any person who has the Buyer's written authority, full and free access during normal business hours to any premises at which the Group Company carries on the Business and any other activities and allow any of those persons to observe the conduct of the Business and those activities;
- (b) supply to the Buyer, and any person who has the Buyer's written authority, any information or document in its possession or control reasonably requested concerning a Group Company or the Business;

- (c) assist the Buyer, at the Buyer's request, to gain knowledge concerning and become familiar with the Group, its affairs and the Business; and
- (d) allow the Buyer to investigate the accuracy of the Seller's Warranties.

6.4 Buyer's obligations

The Buyer must ensure that:

- (a) any access under clause 6.3 is exercised and conducted in a manner that avoids unreasonable disruption to the conduct of the Business and the activities of the Group and its officers, employees, contractors, agents, suppliers and customers;
- (b) the access does not, in the reasonable opinion of the Seller, breach any obligations, including obligations of confidentiality, owed by any Group Company to any third party or obligations under any Law;
- (c) the access does not, in the reasonable opinion of the Seller, damage or compromise the protection of privilege (including professional privilege) attaching to any of the Records; and
- (d) the Buyer complies with the Seller's reasonable requirements and directions in relation to that access.

6.5 Confidentiality

Clause 17 and the Confidentiality Deed apply to any Confidential Information obtained by the Buyer or any person authorised by it under clause 6.3.

6.6 Notice of material changes

- (a) Unless contemplated by this Agreement, where before Completion an event occurs that has, or may have, a material effect on the profitability or value of any Group Company or the value of the Sale Shares, the Seller must, immediately on becoming aware of that event, give notice to the Buyer fully describing the event.
- (b) Where before Completion an event occurs that has, or may have, a material effect on the profitability or value of the Buyer or the value of the Consideration Shares, the Buyer must, immediately on becoming aware of that event, give notice to the Seller fully describing the event.

6.7 No discussions

Until Registration, the Seller must not solicit or respond to any enquiries or proposals by any person, other than the Buyer, concerning an acquisition of any Sale Shares.

6.8 Assistance and access for Seller

Until due diligence completion date, the Buyer must:

- (a) supply to the Seller, and any person who has the Seller's written authority, any information or document in its possession or control reasonably requested concerning the Buyer; and
- (b) allow the Seller to investigate the accuracy of the Buyer's Warranties.

6.9 Seller's obligations

The Seller must ensure that:

- (a) any access under clause 6.8 is exercised and conducted in a manner that avoids unreasonable disruption to the conduct of the business and the activities of the Buyer and its officers, employees, contractors, agents, suppliers and customers;
- (b) the access does not, in the reasonable opinion of the Buyer, breach any obligations, including obligations of confidentiality, owed by the Buyer to any third party or obligations under any Law;
- (c) the access does not, in the reasonable opinion of the Buyer, damage or compromise the protection of privilege (including professional privilege) attaching to any of the records of the Buyer; and
- (d) the Seller complies with the Buyer's reasonable requirements and directions in relation to that access.

7. Completion

7.1 Time and place for Completion

Completion must occur on the date determined under clause 2.3 at:

- (a) the offices of AVM, 76 Hasler Road, Herdsman Business Park, Osborne Park, Western Australia at 11:00am; or
- (b) any other place or time agreed in writing between the Seller and the Buyer.

7.2 Seller's obligations at Completion

On or before Completion the Seller must:

- (a) deliver or cause to be delivered to the Buyer:
 - (i) a duly executed transfer of the Sale Shares in favour of the Buyer in registrable form;
 - (ii) share certificates in respect of all of the Sale Shares;
 - (iii) duly executed written instruments irrevocably waiving in favour of the Buyer all pre-emptive rights (if any) which any person other than a Seller has in respect of any of the Sale Shares;

- (iv) any consents, waivers or documents necessary to evidence to the Buyer's satisfaction that each of the Conditions has been and remains fulfilled or waived under clause 3.3
- (v) to the extent that they are in the possession of the Seller or any Group Company, the constitution, certificate of incorporation or registration (including any certificate of incorporation or registration on change of name), common seal (if any), all statutory registers, minute books and other records of directors' and shareholders' meetings of each Group Company;
- (vi) to the extent that they are in the possession of the Seller or any Group Company, all cheque books, financial and accounting books and Records, copies of Taxation returns lodged and assessments issued, fringe benefits tax returns, business activity statements, tax assessments, mortgages, leases, agreements, insurance policies, title documents, licences, certificates and all other Records including without limitation the Accounts;
- (vii) a duly completed authority for the alteration of the signatories of every bank account of each Group Company in the manner required by the Buyer;
- (viii) to the extent that they are in the possession of the Seller or any Group Company, all current permits, licences and other documents issued to each Group Company under any Law relating to the Business;
- (ix) a duly completed consent to act as a director of the Buyer of the Anvil Director;
- (x) (at the places at which they are usually located in the normal course of operation with the Business) possession and control of:
 - (A) all historical technical, maintenance, geological, drill, government reporting and other data directly related to the Assets, in paper and/or digital form, and all software licences held by a Group Company;
 - (B) the Assets of each Group Company and each document showing title to those assets, and each document about operation, acquisition or manufacture of those assets; and
 - (C) all bonds, guarantees and securities lodged with a Government Agency;
- (xi) any written consents required to the change in control of each Group Company under the Material Contracts, in a form satisfactory to the Buyer;

- (xii) copies of duly executed and (if necessary) stamped forms of discharge and release of any Encumbrances over the Sale Shares or the Assets;
 - (xiii) written resignations of the existing directors, secretaries, public officers and employees of each Group Company from their respective offices (except for Pierre Risasi) with effect from Completion, with such resignations including an acknowledgement from the relevant director, secretary, public officer or employee that he or she has no Claim against the Company or the Buyer for loss of office, breach of contract, redundancy, compensation, payment or repayment of loans or otherwise;
 - (xiv) a schedule of full and accurate particulars of the Employees and their remuneration (including any bonuses), annual leave, long service leave entitlements and any other entitlements as at the Completion Date;
 - (xv) evidence satisfactory to the Buyer that AVM, the Seller and each Group Company have, in respect of any Group Company:
 - (A) repaid, forgiven or otherwise discharged in full any intercompany loans, at least one Business Day prior to the Completion Date; and
 - (B) been released from any intra group guarantee or security arrangement;
 - (xvi) sufficient evidence, to the satisfaction of the Buyer in its sole discretion, that the Seller holds 100% of the fully paid ordinary shares in AMZ on trust for AMI2; and
 - (xvii) any other document reasonably required by the Buyer to obtain title to the Sale Shares and have the Sale Shares registered in the name of the Buyer;
- (b) cause a meeting of the directors of each Group Company to be held at which:
- (i) the registration of the transfer to the Buyer of the Sale Shares is, subject to payment of any Stamp Duty on them, approved;
 - (ii) the persons nominated in writing for that purpose by the Buyer and who have consented to so act, are appointed as directors, secretary and public officers of each Group Company with effect from Completion;
 - (iii) the existing directors, secretary and public officers of each Group Company referred to in clause 7.2(a)(xiii) (except for Pierre

Risasi) resign in writing from their respective offices with effect from Completion (without any payment as compensation for loss of office or otherwise);

- (iv) with effect from Completion, the registered office of each Group Company is changed to the address requested by the Buyer; and
- (v) all other action necessary to place the Buyer in operating control of the Group with effect from Completion is taken or done;
- (c) cause the resignation of the auditors of each Group Company with effect from Completion with a written acknowledgment from the auditors (if any) confirming that they have no outstanding Claims of any nature against any Group Company;
- (d) ensure that all matters or actions necessary to give effect to the resolutions of each Group Company passed in accordance with clause 7.2(b) are done or taken; and
- (e) do all other acts and execute all other documents that this Agreement requires the Seller to do or execute at Completion or that may be required in order to achieve the intention of the parties under this Agreement.

7.3 Buyer's obligations at Completion

At Completion the Buyer must:

- (a) provide any consents, waivers or documents necessary to evidence to the Seller's satisfaction (acting reasonably) that each of the Conditions has been and remains fulfilled (or waived under clause 3.3);
- (b) pay the Purchase Price by issuing the Consideration Shares;
- (c) issue 10,000,000 fully paid ordinary shares in the Buyer to AVM subject to clause 2.2;
- (d) deliver or cause to be delivered to the Seller share certificates or holding statements if applicable in respect of all of the Consideration Shares;
- (e) cause sufficient instruments of consent to be available to allow the Company to pass the resolutions required by clause 7.2(b)(ii);
- (f) cause the board of the Buyer to appoint the Anvil Director to the board of the Buyer for such term as AMI holds 15% or more of the fully paid ordinary share capital of the Buyer; and
- (g) do all other acts and execute all other documents that this Agreement requires the Buyer to do or execute at Completion or that may be required in order to achieve the intention of the parties under this Agreement.

7.4 Conditions of Completion

- (a) The obligations of the Buyer and Seller under this clause 7 are interdependent. Completion is conditional on, and will not be taken to have occurred until, both the Buyer and the Seller have complied with all of their respective obligations under this clause 7.
- (b) If either the Seller or the Buyer fails to fully comply with its obligations under this clause 7 on the Completion Date or such other date within 4 months of that date as agreed between the Parties, then each of the Seller and the Buyer must:
 - (i) return to the other all documents delivered to it under this clause 7;
 - (ii) repay to the other all payments received by it under this clause 7; and
 - (iii) do everything reasonably required by the other to reverse any action taken under this clause 7,

without prejudice to any other rights any party may have in respect of that failure.

8. Escrow

Notwithstanding any other provision of this Agreement (including without limitation clause 3), the parties may agree to hold a conditional Completion in accordance with the provisions of clause 7 prior to the Completion Date (**Conditional Completion**) and if so:

- (a) notwithstanding any Conditional Completion, Completion will be deemed to occur on the Completion Date;
- (b) nothing affects the parties' rights and obligations under clause 3 or any other provision under this Agreement;
- (c) any documents or other items delivered at Conditional Completion will be held by the Seller's solicitors until the Completion Date; and
- (d) the parties irrevocably instruct and authorise the Seller's solicitors to release to the relevant party or, where applicable, lodge with a Government Agency, such of the documents or other items referred to in clause 8(c) as is necessary to effect Completion and Registration.

9. Rights and obligations after Registration

- (a) The Seller may retain after Completion copies of any Records necessary for the Seller to comply with any applicable Law (including Tax Law) and to prepare Tax and other returns required of the Seller by Law.

- (b) The Buyer must ensure that each Group Company retains all Records required to be retained by Law existing at Completion for the period that they are required to be retained by Law after Completion.
- (c) Without limiting clause 9(a), the Buyer must ensure that the Seller is promptly afforded reasonable access to the Records referred to in clause 9(b) on reasonable request by the Seller for the purpose of enabling the Seller to do all or any of the following:
 - (i) comply with any applicable Law (including a Tax Law);
 - (ii) prepare any financial statement or Tax return; and
 - (iii) defend or deal with any Claim against the Seller.
- (d) If, at any time after Registration the Anvil Director appointed to the board of the Buyer pursuant to clause 7.3(f) is removed from his office as a director of the Buyer, the Buyer will do all that is reasonably necessary to cause an Anvil nominated Director acceptable to the Buyer to be appointed to the board of the Buyer, provided that:
 - (i) such removal was not caused or contributed to by any act or omission of AVM or the Seller; and
 - (ii) at the time of the new appointment under clause 9(d), AMI holds no less than 15% of the fully paid ordinary shares in the Buyer.

10. Obligation to register

The parties must ensure that registration of:

- (a) the transfer of the Sale Shares to the Buyer; and
 - (b) the issue of the Consideration Shares to the Seller,
- takes place as soon as possible after Completion.

11. Tax requirements

11.1 Completion of Tax returns and calculations

- (a) The Seller must procure that each Group Company prepares any and all Tax returns (for all periods up to and including 31 December 2009) or Accounts and deliver copies to the Buyer. Both the Seller and the Buyer must co-operate fully with each other in the preparation of each Tax return.
- (b) The Buyer must procure that each Group Company prepares any and all Tax returns or accounts for all periods subsequent to 31 December 2009 as soon as practicable after Registration and deliver copies to the Seller. Both the Seller and the Buyer must co-operate fully with each other in the preparation of each Tax return.

- (c) The Tax returns must not be filed with the relevant Government Agency until:
- (i) the Seller has agreed (acting reasonably) to the substance of the Tax returns, and in this regard, the Seller has 10 Business Days from receipt of the Tax returns (**Revision Period**) to notify the Buyer of any revisions sought (**Revision Notice**);
 - (ii) the Revision Period lapses and no Revision Notice has been received by the Buyer; or
 - (iii) where a Revision Notice has been received within the Revision Period but any revision suggested has not been agreed to by the Buyer, then the Tax return must be lodged adopting the least favourable tax treatment for the relevant Group Company. If the Seller disagrees with that treatment, the Seller may require that the relevant Group Company objects to any assessment (or deemed assessment), subject to confirming in writing that the Seller will indemnify the Buyer against any reasonable costs or expenses incurred in doing so.

11.2 Tax enquiries or audits by Government Agency

- (a) If the Buyer or any Group Company receives any written communication or notice from any Government Agency of any enquiry, including any request for information, notice to produce documents, audit, review or request for a meeting (**Tax Enquiry**):
- (i) relating to the Group Company;
 - (ii) wholly or partially in relation to the period prior to Completion; and
 - (iii) that may directly or indirectly lead to a circumstance as a result of which the Buyer, would, or would be likely to, bring an action under clause 13,

then the Buyer or the Group Company must promptly notify the Seller of that fact.

- (b) Subject to clauses 11.2(c) and 11.2(d), the Seller may:
- (i) control all discussions and communications with the relevant Government Agency in relation to the Tax Enquiry; and
 - (ii) conduct, defend and settle any issue against or in respect of the Group Company, and the Buyer and the Group Company must, at the request of the Seller, provide all such assistance as is reasonably necessary to defend or assist in the defence of the Tax Enquiry,

and if the Seller does not exercise its powers under this clause 11.2(b) to control all discussions and communications or to conduct, defend and

settle any issue against or in respect of the Group Company, then the Buyer may exercise these powers on behalf of the Seller.

- (c) Where a Tax Enquiry concerns both the period before and the period after Completion, then the Seller, the Buyer and the Company must co-operate fully with each other to:
 - (i) undertake discussions and communications with the relevant Government Agency in relation to the Tax Enquiry; and
 - (ii) conduct, defend and settle any issue against any Group Company.
- (d) The rights of the Seller under clauses 11.2(b) and 11.2(c) are conditional on the Seller having confirmed in writing that it will indemnify the Buyer and the Group against any loss or reasonable costs and expenses that they may suffer or incur as a result of them providing assistance to the Seller under those clauses.
- (e) For the avoidance of doubt, the Buyer and the Group have full control of all other Tax Enquiries concerning the Group.

11.3 Tax Indemnities

Without limiting clause 15, the Seller must indemnify the Buyer against any Taxes imposed on or issued against any Group Company on or after Completion or which remain unpaid as at Completion in respect of or arising out of or attributable to, in whole or in part, any income, profit or other amounts received or derived by a Group Company, or any event, up to and including the Completion Date, except to the extent that such Taxes have been provided for in the management accounts. Nothing in clause 15 limits or qualifies the indemnities in this clause. Any Tax refund paid in cash to AMC relating to periods prior to Completion are payable to AVM for services rendered to AMC.

12. Seller's Warranties

12.1 Warranties

The Seller warrants and represents to the Buyer as an inducement to the Buyer to enter into this Agreement that, subject to the limitations in this clause 12 and clause 13, each of the Seller's Warranties is true and accurate that to the best of the Sellers knowledge and at the date of this Agreement and, except as expressly stated, will be so at Completion and at Registration.

12.2 Disclosure Material

Except in the case of fraud, dishonesty or wilful concealment on the part of the Seller, the Buyer acknowledges that, where applicable, the Seller's Warranties are qualified by all information contained in the Disclosure Material and the Disclosure Letter and only to the extent that information is fairly disclosed in the Disclosure Material and the Disclosure Letter.

12.3 Application of Seller's Warranties to the Group

Each of the Seller's Warranties applies in relation to the Company and also applies, except where the contrary intention appears or the context otherwise requires, to the relevant Group Company as if each reference to the Seller or the Company in Schedule 4 is also a reference to that Group Company.

12.4 Separate warranties

Each of the Seller's Warranties is a separate warranty and is not limited or restricted by any other warranty, except if that limit or restriction is clearly stated in the relevant warranty.

12.5 Buyer's acknowledgments

The Buyer acknowledges that, without limiting this clause 12:

- (a) the Seller has not made any representation or warranty in connection with this Agreement (including a representation or warranty about the financial or other prospects of the Group) other than the Seller's Warranties, the Disclosure Material and the Disclosure Letter, and that no such representation or warranty has been made on the Seller's behalf;
- (b) the Group Companies and AVM have not made any representation in connection with this Agreement (including a representation or warranty about the financial or other prospects of the Group) other than the Seller's Warranties, the Disclosure Material and the Disclosure Letter, and that no such representation or warranty has been made on their behalf;
- (c) the Buyer has investigated all material matters that a prudent intending buyer of the Sale Shares would investigate and has satisfied itself about anything arising from its investigation;
- (d) the Seller has entered into this Agreement, and will effect Completion and Registration, in full reliance on each of the Buyer's Warranties;
- (e) it has received independent professional advice in relation to the purchase of the Sale Shares (including legal, accounting, tax and financial advice), has satisfied itself about anything arising from that advice and is able to evaluate the risks and merits of purchasing the Sale Shares;
- (f) in entering into this Agreement and proceeding to Completion and Registration, the Buyer relies on its own investigations and professional advice received and does not rely on any representation or warranty other than the Seller's Warranties, the Disclosure Material and the Disclosure Letter; and
- (g) to the fullest extent permitted by Law, all terms, conditions, undertakings, inducements, warranties or representations, whether express or implied, statutory or otherwise, not expressly set out in this

Agreement, the Disclosure Material or the Disclosure Letter and which relate to this Agreement or a matter the subject of a Seller's Warranty, are excluded.

12.6 Seller's acknowledgments

The Seller acknowledges that the Buyer has entered into this Agreement, and will effect Completion and Registration, in full reliance on each of the Seller's Warranties.

13. Claiming under the Warranties

13.1 Paying for breach

- (a) Subject to clauses 12, 14 and 15 and the other provisions of this clause 14, if the Buyer or the Seller makes a Warranty Claim ("**Warranty Claimant**") and the Warranty Claimant complies with its obligations under this clause 14 in respect of the Warranty Claim, the Seller or the Buyer (as the case may be) must pay to the Warranty Claimant as its sole and exclusive remedy:
 - (i) damages for the breach of the Seller's Warranty or the Buyer's Warranty (as the case may be) or other matter giving rise to the Warranty Claim;
 - (ii) interest on those damages from and including the date of the breach until but excluding the date of payment; and
 - (iii) the Warranty Claimant's reasonable losses, costs, expenses and Liabilities reasonably claimed, suffered or incurred in connection with enforcing its rights concerning the Warranty Claim, including legal costs and disbursements of the Warranty Claimant's lawyers.
- (b) The indemnity given by the Seller or the Buyer (as the case may be) under clause 13.1(a) survives Completion and Registration.

13.2 Limits on types of Warranty Claims

To the fullest extent permitted by Law, a Warranty Claimant must not make a Warranty Claim to the extent that:

- (a) the matter giving rise to the Warranty Claim is fairly disclosed in the Disclosure Material or the Disclosure Letter;
- (b) at the Completion Date and at Registration, the Warranty Claimant knows of the matter giving rise to the Warranty Claim and does not before the Completion Date or Registration (as applicable) give written notice to the Seller or the Buyer (as the case may be) of such matter;

- (c) a provision, reserve or accrual has been made in the accounts of the Buyer or the Accounts (as the case may be) in connection with the matter giving rise to the Warranty Claim;
- (d) the Warranty Claim results from, or the amount of the Warranty Claim is increased because of, new Law or a change in the Law or in its interpretation, in each case taking effect on or after the date of this Agreement and having retrospective effect;
- (e) the Warranty Claim results from, or the amount of the Warranty Claim is increased because of, an increase in a rate of Tax on or after the date of this Agreement which has retrospective effect;
- (f) the Warranty Claim arises because of a thing the Warranty Claimant does or does not do on or after the date of this Agreement;
- (g) the Warranty Claim would not have arisen but for any change in ownership of the Company or the Buyer (as the case may be) on or after Registration;
- (h) the Warranty Claim arises because of a thing the Warranty Claimant does or does not do before Registration at the Buyer's or the Seller's request (as the case may be) or with its consent;
- (i) the matter giving rise to the Warranty Claim is put right without cost to the Warranty Claimant;
- (j) the Warranty Claim is for loss of profits, economic loss, loss of business opportunity, loss of anticipated profits, loss or damages resulting from wasted management time or any special, indirect or other consequential loss or damage;
- (k) the Warranty Claim is in respect of any forecast, estimate, projection or other statement which relates to the future; or
- (l) the Warranty Claimant is reasonably compensated (by the Seller or the Buyer or any other person as the case may be) for the matter giving rise to the Warranty Claim including without limitation from the proceeds of any policy of insurance.

13.3 Time limits for Warranty Claims

A Warranty Claimant may not make a Warranty Claim, unless:

- (a) in the case of a Warranty Claim for breach of any warranty other than a Tax Warranty, it notifies the Seller or the Buyer (as the case may be) of the Warranty Claim as soon as practicable after the Warranty Claimant becomes aware of the breach and, in any event, before the expiration of 12 months after Completion;
- (b) in the case of a Warranty Claim for breach of a Tax Warranty, it notifies the Seller or the Buyer (as the case may be) of the Warranty Claim as

soon as practicable after the Warranty Claimant becomes aware of the breach and, in any event, before the expiration of 2 years after Completion;

- (c) the notice to the Seller or the Buyer (as the case may be) gives details of the nature of the breach and an estimate of the amount claimed; and
- (d) the Warranty Claimant has begun court proceedings relating to the Warranty Claim or the Seller or the Buyer (as the case may be) admits the Warranty Claim, in each case, within the relevant period under clause 13.3(a) or 13.3(b) (as the case may be).

13.4 Maximum amount the Warranty Claimant may recover

The maximum total amount that the Warranty Claimant may recover for all Claims including a Warranty Claim and Claims (whether by way of damages or otherwise) cannot exceed US\$1,000,000.

13.5 Contingent Warranty Claims

- (a) Subject to clause 13.5(b), a Warranty Claimant cannot make a Warranty Claim in connection with a contingent Liability. The Warranty Claimant may only make a Warranty Claim for a Liability that becomes actual and is notified on or before the relevant date in clause 13.3(a) or 13.3(b) (as the case may be).
- (b) The Buyer may make a Warranty Claim where a third party has made a Warranty Claim against a Group Company before the relevant date in clause 13.3(a) or 13.3(b) even if the third party's Warranty Claim is not resolved before that date. However, the Seller need not pay the Buyer's Warranty Claim until the Liability to the third party is quantified and due and payable.
- (c) As soon as practicable after the Warranty Claimant becomes aware of a contingent Liability for the purposes of clause 13.3(a) or 13.3(b), it must notify the Seller or the Buyer (as the case may be) giving details of the nature of the contingent Liability (together with copies of all relevant Records or records of the Buyer as the case may be) and an estimate of the amount that may be claimed if the Liability becomes actual, and such notice is deemed to constitute the notice referred to in clause 13.3(a) or 13.3(b) (as the case may be) and no further time limit applies with respect to that contingent Liability.

13.6 Warranty Claimant's obligations for Warranty Claims relating to third parties

If after Registration the Warranty Claimant becomes aware of a matter that may give rise to a Warranty Claim (other than in respect of a Tax Warranty) as a result of a Claim made or threatened by another person (**Third Party**) against the Buyer or a Group Company or the Seller (as the case may be) (**Third Party Claim**), then:

- (a) the Warranty Claimant must notify the Seller or the Buyer (as the case may be) of the Third Party Claim as soon as practicable giving details of the nature of the breach and an estimate of the amount involved;
- (b) the Warranty Claimant must not admit anything or agree to anything with any Third Party in connection with the Third Party Claim without the Seller's or the Buyer's (as the case may be) consent;
- (c) the Warranty Claimant must permit the Seller or the Buyer (as the case may be), through its authorised representatives, to have access to the Records (or the Records of the Buyer as the case may be) and its employees (during normal business hours and with reasonable notice), to enable the Seller or the Buyer (as the case may be) to deal with the Third Party Claim;
- (d) the Warranty Claimant must, at the Seller's or the Buyer's (as the case may be) discretion (by notice to the Warranty Claimant):
 - (i) enable the Seller or the Buyer (as the case may be) to defend or otherwise deal with the Third Party Claim in its name (or in the name of the relevant Group Company if applicable) as against any Third Party, and the Warranty Claimant must provide, or ensure that the Seller or the Buyer (as the case may be) is provided with, reasonable assistance and cooperation in doing so; and
 - (ii) do any thing or not do any thing, in each case as the Seller or the Buyer (as the case may be) reasonably requests, to deal with the Third Party Claim and keep the Seller or the Buyer (as the case may be) informed about its actions or proposed actions in connection with the Third Party Claim; and
- (e) the Seller or the Buyer (as the case may be) must reimburse the Warranty Claimant for the reasonable direct costs incurred by the Warranty Claimant in complying with clause 13.6 and in defending the Third Party Claim.

13.7 Warranty Claimant must pursue Third Party

If the Warranty Claimant or a Group Company (if applicable) recovers an amount under this clause 13 in connection with a matter and it subsequently becomes entitled to Claim an amount from a Third Party in connection with that matter, the Warranty Claimant must enforce, or ensure that the Group Company enforces, its Claim against the Third Party.

13.8 Benefits received

- (a) The Buyer must promptly reimburse the Seller if:
 - (i) the Buyer recovers an amount under this clause 13; and

- (ii) a Group Company then receives an amount from a Third Party and this amount would have reduced the amount recovered by the Buyer if it had been received before the recovery.
- (b) The amount the Buyer must reimburse to the Seller is equal to the amount a Group Company receives from the Third Party (less any costs reasonably incurred in obtaining the amount).

13.9 Mitigation

The Warranty Claimant must take reasonable action to mitigate any loss, liability, costs or other damage suffered as a result of a breach of a Seller's Warranty or a Buyer's Warranty (as the case may be) or any matter that is the subject of a Warranty Claim.

13.10 Other actions

The Warranty Claimant must not commence any legal proceedings against:

- (a) the Seller, a Group Company or AVM in respect of a Warranty Claim; or
- (b) the Buyer;

as the case may be, where that would be inconsistent with this clause 13.

14. Buyer's Warranties

14.1 Warranties

The Buyer warrants and represents to the Seller, as an inducement to the Seller to enter into this Agreement and to sell the Sale Shares that:

- (a) the execution and delivery of this Agreement has been properly authorised by all necessary corporate action of the Buyer;
- (b) the Buyer has full corporate power and lawful authority to execute and deliver this Agreement and to perform, or cause to be performed, its obligations under this Agreement;
- (c) this Agreement constitutes a legal, valid and binding obligation on the Buyer enforceable in accordance with its terms by appropriate legal remedy;
- (d) this Agreement does not conflict with or result in the breach of or default under any provision of its constitution or any material term or provision of any agreement, deed, writ, order or injunction, judgment or Law to which it is a party or a subject or by which it is bound; and
- (e) there are no Claims pending or threatened against it or to its knowledge by, against or involving any person which may have a material effect on the sale and purchase of the Sale Shares in accordance with this Agreement.

14.2 Warranties true on Completion and at Registration

The Buyer warrants and represents to the Seller that each of the warranties set out in clause 14.1 and Schedule 5 is to the best of the Buyer's knowledge true and accurate at the date of this Agreement and, except as expressly stated, will be so at Completion and at Registration.

15. Indemnity from Seller

The Seller indemnifies the Buyer against any Claim or Liability that any Group Company pays, suffers, incurs or is liable for in respect of any one or more of the following:

- (a) Taxes;
- (b) Stamp Duty;
- (c) Trust Payments;
- (d) wages, long service leave or severance pay; and
- (e) pursuant to any agreement or arrangement with or claim from a third party; incurred prior to Completion but only to the extent that:
- (f) such Claims and Liabilities related to the period prior to Completion; and
- (g) the Liability of the Seller (or the circumstances in which the Seller may be liable) is not expressly excluded or limited by this Agreement, but does not include the contingent liability as per AMC Environmental Report of US\$1,100,000 (less bond/deposit of US\$359,000).

16. Public announcements

16.1 Making announcements

A party must not make, or authorise or cause to be made, any public announcement relating to the negotiations between the parties or the subject matter of this Agreement unless:

- (a) it has the prior written consent of each other party; or
- (b) it is required to do so by Law or by the rules of any Financial Market to which a party, or a Related Body Corporate of a party, is subject.

16.2 Requirements

If a party is required to make a public announcement under clause 16.1(b), it must before doing so, to the extent practicable and as soon as reasonably possible:

- (a) notify each other party of the proposed announcement;
- (b) consult with each other party as to its content; and

- (c) use its best endeavours to comply with any reasonable request by any other party concerning the proposed announcement.

17. Confidentiality

17.1 Obligations of confidentiality

Subject to clauses 17.2 and 17.3, the Receiving Party must:

- (a) keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control;
- (c) not memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Agreement; and
- (d) take all reasonable steps to ensure that any person to whom the Receiving Party is permitted to disclose Confidential Information under clause 17.3 complies at all times with the terms of this clause 17 as if that person were a Receiving Party.

17.2 Exceptions

The obligations of confidentiality under clause 17.1 do not apply to:

- (a) any Confidential Information that:
 - (i) is disclosed to the Receiving Party by a third party entitled to do so, whether before or after the date of this Agreement;
 - (ii) was already lawfully in the Receiving Party's possession when it was given to the Receiving Party and was not otherwise acquired from the Disclosing Party directly or indirectly; or
 - (iii) is generally available to the public at the date of this Agreement or subsequently becomes so available other than by reason of a breach of this Agreement; or
- (b) any disclosure of Confidential Information by the Receiving Party that is required by Law or the rules of any Financial Market to which a party, or a Related Body Corporate of a party, is subject if, to the extent practicable and as soon as reasonably possible, the Receiving Party:
 - (i) notifies the Disclosing Party of the proposed disclosure;

- (ii) consults with the Disclosing Party as to its content; and
- (iii) uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure.

17.3 Authorised disclosure

A Receiving Party may disclose Confidential Information to any Related Entity, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure:

- (a) the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed;
- (b) the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause 17 as if the Recipient were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient; and
- (c) if requested to do so by the Disclosing Party, the Recipient signs an undertaking or deed in a form acceptable to the Disclosing Party (and for the benefit of the Disclosing Party) agreeing to be bound by the obligations in this clause 17 as if it were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.

17.4 Return or destruction of Confidential Information

Immediately on the written request of the Disclosing Party or on the termination of this Agreement for any reason, a Receiving Party must:

- (a) cease the use of all Confidential Information of or relating to the Disclosing Party (or any Related Entity of the Disclosing Party);
- (b) deliver to the Disclosing Party all documents and other materials in its possession or control containing, recording or constituting that Confidential Information or, at the option of the Disclosing Party, destroy, and certify to the Disclosing Party that it has destroyed, those documents and materials; and
- (c) for Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored.

17.5 Warranties

The Disclosing Party warrants to the Receiving Party that:

- (a) it has the right to disclose Confidential Information to the Receiving Party and to authorise the Receiving Party to use the Confidential Information as permitted by this Agreement; and
- (b) the use of the Confidential Information as permitted by this Agreement does not breach the intellectual property rights of any other person.

17.6 Liability for breach by Recipient

The Receiving Party is liable for any breach of this clause 17 by a Recipient as if the Recipient were a Receiving Party in relation to the Confidential Information disclosed to the Recipient.

17.7 Indemnity from Receiving Party

The Receiving Party indemnifies and must keep indemnified the Disclosing Party against all actions, claims, proceedings, demands, Liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Disclosing Party or which the Disclosing Party may pay, sustain or incur as a direct or indirect result of:

- (a) any breach by the Receiving Party or a Recipient of this clause 17; or
- (b) any breach of confidence by a Recipient in circumstances where the Receiving Party has breached this clause 17.

17.8 Survival

Notwithstanding anything in the Confidentiality Deed, the provisions of this clause 17 apply until the later of:

- (a) the second anniversary of the Completion Date; and
- (b) the date on which any Confidential Information becomes public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or its permitted disclosees).

18. Guarantee and indemnity by CAR

18.1 Guarantee of Buyer's performance

The Guarantor guarantees to the Seller the punctual performance by the Buyer of the Buyer's obligations under this Agreement, including its obligations to pay money.

18.2 Indemnity

The Guarantor indemnifies and must keep indemnified the Seller against all actions, Claims, proceedings, demands, Liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Seller or which the Seller may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this Agreement by the Buyer, except to the extent such actions, Claims, proceedings, demands, Liabilities, losses, damages, expenses and costs (including legal

costs on a full indemnity basis) are caused or contributed to by an act or omission of the Seller, a Group Company or AVM. The Seller may enforce this right of indemnity at any time, including before it has incurred the Liability, loss or costs, subject to clause 18.3.

18.3 Continuing obligation

The guarantee and indemnity given under this clause 18 (**Guarantee and Indemnity**) is a continuing obligation which:

- (a) continues after Completion and after the parties' other obligations under this Agreement terminate;
- (b) expires on the earlier of the date that is:
 - (i) 12 months after Completion, where the relevant obligation is the payment of a Claim in respect of the breach of any Buyer's Warranty, which Claim has not been made but which breach has been notified to the Buyer in accordance with clause 13.2(b);
 - (ii) where the relevant obligation is the payment of a Claim in respect of the breach of any Buyer's Warranty and the Claim has been settled, the date that the Claim has been settled; or
 - (iii) one year after Completion, in the case of any other obligation; and
- (c) is not discharged by any one payment.

18.4 Obligations and rights not affected by certain matters

Subject to the terms of this Agreement, the Guarantor's obligations and the Seller's rights under this Guarantee and Indemnity are not affected by anything which might otherwise affect them at Law including:

- (a) any concession (such as extra time) being given to any person, including the Guarantor or the Seller;
- (b) the Seller's failure or delay in taking action or asserting a right, or any other act, omission or mistake by the Seller;
- (c) the novation of a right of the Seller;
- (d) this Agreement (or any agreement entered into in order to perform this Agreement) being varied; or
- (e) an obligation or liability of a person other than the Guarantor being invalid or unenforceable.

18.5 Guarantor's rights suspended

The Guarantor must not do any of the following without the consent of the Seller until all money payable to the Seller in connection with this Agreement is paid:

- (a) exercise a right of contribution or indemnity as against the Seller;
- (b) take a step to enforce a right against the Seller in connection with money the Guarantor pays to the Seller under this Guarantee and Indemnity;
- (c) claim a share of any money the Seller receives in connection with this Agreement;
- (d) claim the benefit of (for example, by subrogation), or seek the transfer of, a guarantee, indemnity or security the Seller holds in connection with this Agreement;
- (e) try to reduce its liability under this Guarantee and Indemnity through set-off or counterclaim; or
- (f) prove in competition with the Seller if the Buyer is unable to pay its debts when due.

18.6 Reinstating the Seller's rights

If a Claim is made (such as a Claim under the Law relating to insolvency) that a payment or transfer to the Seller in connection with this Agreement is void or voidable and that Claim is upheld, conceded or compromised, then the Seller is immediately entitled to the rights the Seller had against the Guarantor before the payment or transfer was made.

18.7 Reimbursing the Seller for costs

The Guarantor must pay or reimburse the Seller on demand for:

- (a) the Seller's costs in connection with enforcing this Guarantee and Indemnity; and
- (b) all Tax payable in connection with this Guarantee and Indemnity or any transaction, including a payment, contemplated by it.

18.8 Applying money paid by the Guarantor

The Seller may apply amounts it receives from the Guarantor under this clause 18 and the Guarantee and Indemnity in any manner or order as the Seller or AVM chooses.

19. Guarantee and indemnity by AVM

19.1 Guarantee of Seller's and Group Companies' performance

AVM guarantees to the Buyer and CAR the punctual performance by the Seller and by each Group Company of their respective obligations under this Agreement.

19.2 Indemnity

AVM indemnifies and must keep indemnified the Buyer and CAR against all actions, Claims, proceedings, demands, Liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Buyer or CAR or which the Buyer or CAR may pay, sustain or incur as a direct or indirect result of any breach or non-performance of this Agreement by the Seller or a Group Company, except to the extent such actions, Claims, proceedings, demands, Liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) are caused or contributed to by an act or omission of the Buyer or CAR. The Buyer or CAR may enforce this right of indemnity at any time, including before it has incurred the Liability, loss or costs, subject to clause 19.3.

19.3 Continuing obligation

The guarantee and indemnity given under this clause 19 is a continuing obligation which:

- (a) continues after Completion and after the parties' other obligations under this Agreement terminate;
- (b) expires on the earlier of the date that is:
 - (i) 12 months after Completion, where the relevant obligation is the payment of a Claim in respect of the breach of any Seller's Warranty, which Claim has not been made but which breach has been notified to the Seller in accordance with clause 13.2(b);
 - (ii) where the relevant obligation is the payment of a Claim in respect of the breach of any Seller's Warranty and the Claim has been settled, the date that the Claim has been settled; or
 - (iii) one year after Completion, in the case of any other obligation; and
- (c) is not discharged by any one payment.

19.4 Obligations and rights not affected by certain matters

AVM's obligations and the rights of the Buyer and CAR under this clause 19 do not limit any other obligations and rights under this Agreement and are not affected by anything which might otherwise affect them at Law including:

- (a) any concession (such as extra time) being given to any person, including AVM or the Buyer or CAR;
- (b) the Buyer's or CAR's failure or delay in taking action or asserting a right, or any other act, omission or mistake by the Buyer or CAR;
- (c) the novation of a right of the Buyer or CAR;
- (d) this Agreement (or any agreement entered into in order to perform this Agreement) being varied; or
- (e) an obligation or liability of a person other than AVM being invalid or unenforceable.

19.5 AVM's rights suspended

AVM must not do any of the following without the consent of the Buyer or CAR until all money payable to the Buyer or CAR in connection with this Agreement is paid:

- (a) exercise a right of contribution or indemnity as against the Buyer or CAR;
- (b) take a step to enforce a right against the Buyer or CAR in connection with money AVM pays to the Buyer or CAR under this clause 19;
- (c) claim a share of any money the Buyer or CAR receives in connection with this Agreement;
- (d) claim the benefit of (for example, by subrogation), or seek the transfer of, a guarantee, indemnity or security the Buyer or CAR holds in connection with this Agreement;
- (e) try to reduce its liability under this clause 19 through set-off or counterclaim; or
- (f) prove in competition with the Buyer or CAR if the Seller or a Group Company is unable to pay its debts when due.

19.6 Reinstating the Buyer's or CAR's rights

If a Claim is made (such as a Claim under the Law relating to insolvency) that a payment or transfer to the Buyer or CAR in connection with this Agreement is void or voidable and that Claim is upheld, conceded or compromised, then the Buyer or CAR is immediately entitled to the rights the Buyer or CAR had against AVM before the payment or transfer was made.

19.7 Reimbursing the Buyer or CAR for costs

AVM must pay or reimburse the Buyer or CAR on demand for:

- (a) the Buyer's or CAR's costs in connection with enforcing this clause 19; and

- (b) all Tax payable in connection with this clause 19 or any transaction, including a payment, contemplated by it.

19.8 Applying money paid by AVM

The Buyer or CAR may apply amounts it receives from AVM under this clause 19 in any manner or order as the Buyer or CAR chooses.

20. GST

20.1 Definitions

In this clause 20:

- (a) the expressions **Consideration**, **GST**, **Recipient**, **Supply**, **Tax Invoice** and **Taxable Supply** have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*; and
- (b) **Supplier** means any party treated by the GST Act as making a Supply under this Agreement.

20.2 Consideration is GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of GST.

20.3 Payment of GST

- (a) If GST is imposed on any Supply made under or in accordance with this Agreement, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.
- (b) Payment of the additional amount must be made at the same time as payment for the Taxable Supply is required to be made in accordance with this Agreement.

21. General

21.1 Nature of obligations

- (a) Any provision in this Agreement which binds more than one person binds all of those persons jointly and each of them severally.
- (b) Each obligation imposed on a party by this Agreement in favour of another is a separate obligation.

21.2 Time of the essence

In this Agreement, time is of the essence unless otherwise stipulated.

21.3 Entire understanding

- (a) On and from the date of this Agreement, this Agreement replaces in its entirety the Heads of Agreement and no party will have any further rights or obligations under the Heads of Agreement.
- (b) Subject to clause 21.3(a), this Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications between the parties.
- (c) Each party acknowledges that, except as expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of this Agreement.

21.4 No adverse construction

This Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

21.5 Further assurances

A party, at its own expense (unless otherwise provided in this Agreement) and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

21.6 No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

21.7 Severability

Any provision of this Agreement which is invalid in any jurisdiction must in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Agreement in any other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

21.8 Successors and assigns

This Agreement binds and benefits the parties and their respective successors and permitted assigns under clause 21.9.

21.9 No assignment

A party cannot assign or otherwise transfer the benefit of this Agreement without the prior written consent of each other party.

21.10 Consents and approvals

Where anything depends on the consent or approval of a party then, unless this Agreement provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.

21.11 No variation

This Agreement cannot be amended or varied except in writing signed by the parties.

21.12 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Agreement.

21.13 Duty

- (a) Any duty (including related interest or penalties) payable in respect of this Agreement or any instrument created in connection with it must be paid by the Buyer.
- (b) The Buyer undertakes to keep the Seller indemnified against all liability relating to the duty, interest and penalties referred to in clause 21.13(a).

21.14 Governing law and jurisdiction

- (a) This Agreement is governed by and must be construed in accordance with the Law of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Agreement, its performance or subject matter.

21.15 Notices

Any notice or other communication to or by a party under this Agreement:

- (a) may be given by personal service, post or facsimile;
- (b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as shown below:

- (i) If to the Seller:

Address: Trident Trust Company (BVI) Limited
 Trident Chambers
 PO Box 146 Road Town, Tortola
 British Virgin Islands

Attention:

Facsimile: 1 284 494 3754

and a copy to:

Anvil Mining Limited

Address: 76 Hasler Road
 Osborne Park WA 6017

Attention: Stuart MacKenzie

Facsimile: +61 8 9201 0125

- (ii) If to AMI2:

Address: Trident Trust Company (BVI) Limited
 Trident Chambers
 PO Box 146 Road Town, Tortola
 British Virgin Islands

Attention:

Facsimile: 1 284 494 3754

and a copy to:

Anvil Mining Limited

Address: 76 Hasler Road

Osborne Park WA 6017

Attention: Stuart McKenzie

Facsimile: +61 8 9201 0125

(iii) If to AMC:

Address: 7409 Avenue de la Revolution
Lubumbashi, Katanga Province
Democratic Republic of Congo

Attention: Stuart McKenzie

Facsimile: +61 8 9201 0125

and a copy to:

Anvil Mining Limited

Address: 76 Hasler Road
Osborne Park WA 6017

Attention: Stuart McKenzie

Facsimile: +61 8 9201 0125

(iv) If to AMZ:

Address: Grant Thornton Associates Limited
5th floor
Mukuba Pension House
Dedan Kimathi Road
Lusaka, Zambia

Attention: Christopher Mulenga

Facsimile:

and a copy to:

Anvil Mining Limited

Address: 76 Hasler Road

Osborne Park WA 6017

Attention: Stuart McKenzie

Facsimile: +61 8 9201 0125

(v) If to AVM:

Address: 76 Hasler Road

Osborne Park WA 6017

Attention: Stuart McKenzie

Facsimile: +61 8 9201 0125

(vi) If to the Buyer:

Address: 20 Howard Street

Perth WA 6000

Attention: D Frances and G Zamudio

Facsimile: +61 8 9481 2394

(vii) If to CAR:

Address: 20 Howard Street

Perth WA 6000

Attention: D Frances and G Zamudio

Facsimile: +61 8 9481 2394

and a copy to:

Mawson West Limited

Address: 20 Howard Street

Perth WA 6000

Attention: D Frances and G Zamudio

Facsimile: +61 8 9481 2394

or to any other address last notified by the party to the sender by notice given in accordance with this clause;

- (c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act; and
- (d) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;
 - (ii) if posted, 2 Business Days (or 6, if addressed outside the country of the sender) after the date of posting to the addressee whether delivered or not; or
 - (iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause, but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

21.16 Counterparts

If this Agreement consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

21.17 Conflicting provisions

If there is any conflict between the main body of this Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Agreement prevail.

21.18 Non merger

A term or condition of, or act done in connection with, this Agreement does not operate as a merger of any of the rights or remedies of the parties under this Agreement and those rights and remedies continue unchanged.

21.19 Operation of indemnities

Unless this Agreement expressly provides otherwise:

- (a) each indemnity in this Agreement survives the expiry or termination of this Agreement; and
- (b) a party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

Schedule 1 - Share Details - AMI 2**(Clause 1.1)**

Seller (beneficial owner)	Registered Holder	No. and class of Shares	Paid-up amount	Unpaid amount
Seller	Seller	50,000	\$1.00	Nil

Schedule 2 - Corporate Details - Sale Companies

(Clause 1.1)

1. Details of the Company

Name: Anvil Mining Investments (No. 2) Limited

ACN: Not applicable

Registered Office: Trident Trust Company (BVI) Limited
 Trident Chambers
 PO Box 146
 Road Town, Tortola
 British Virgin Islands

Date and place of incorporation: October 2, 2007
 British Virgin Islands

Issued capital: \$50,000

Directors: Bill Turner, Craig Munro

Secretary: Stuart McKenzie

Public Officer: N/A

Charges: N/A

2. Details of other Group Companies

2.1 Name: Anvil Mining Congo SARL

ACN: Not applicable

Registered Office: 7409 Avenue de la Revolution
 Lubumbashi, Katanga Province
 Democratic Republic of Congo

Date and place of February 20, 2001

incorporation: Democratic Republic of Congo

Issued capital: 1 million ordinary shares (not paid up) at 1.5 Congolese francs each.

Directors: Bill Turner, Craig Munro, Pierre Risasi, Charles Kyona

Secretary: Charles Kyona

Public Officer: N/A

Charges: N/A

2.2 Name: Anvil Mining *Zambia* Limited

ACN: Not applicable

Registered Office: Grant Thornton Associates Limited
5th floor
Mukuba Pension House
Dedan Kimathi Road
Lusaka, Zambia

Date and place of incorporation: April 23, 1996
Zambia

Issued capital: 50,000 shares at one Zambian Kwacha each

Directors: Bill Turner, David Phiri

Secretary: Grant Thornton Associates

Public Officer: N/A

Charges: N/A

Schedule 3 - Conditions Precedent

1. Conditions precedent to Completion (clause 3.1)

Condition	Party entitled to benefit	Target Date
1.1 All consents necessary or relevant for the sale and purchase of the Sale Shares and all other applicable transactions contemplated by this Agreement to take place without breaching any Law or agreement are granted and received either: (a) without conditions or requirements; or (b) with conditions and requirements that are acceptable to the Seller and, to the extent that they affect the Buyer or any Group Company, to the Buyer, including but not limited to approval of the Government of the DRC to the transfer of the Sale Shares from the Seller to the Buyer.	The Seller, the Buyer and CAR	28 February 2010
1.2 The Seller and AMI2 procuring the AMC shares held by the Seller are transferred to AMI2, so that AMI2 will be the legal and beneficial owner of 90% of the shares in AMC.	The Seller, the Group Companies, AVM and the Buyer and CAR	28 February 2010
1.3 The results of the Buyer's Due Diligence Investigation of the Group are reasonably satisfactory to the Buyer.	The Buyer and CAR	February 18, 2010
1.4 The results of the Seller's Due Diligence Investigations into the Buyer and CAR are to the reasonable satisfaction of the Seller.	The Seller, the Group Companies and AVM	February 18 2010
1.5 The DRC Conditions.	The parties	14 days from the date of satisfaction or waiver of the condition referred to in item 1.4 of Schedule 3
1.6 The Seller:	The Buyer	28 February

Condition	Party entitled to benefit	Target Date
(a) entering into an agreement with AMI2 to transfer 100% of the fully paid ordinary shares it holds in AMZ to AMI2; and (b) providing the Buyer with sufficient evidence, to the satisfaction of the Buyer in its sole discretion, that the Seller holds 100% of the fully paid ordinary shares in AMZ on trust for AMI2.	and CAR	2010
1.7 There has been no Material Adverse Change	The Buyer and CAR	The Completion Date
1.8 The Buyer obtaining the necessary approval of its shareholders for (to the extent required): (a) the purchase of the Sale Shares by the Buyer in accordance with the terms of this Agreement; (b) the issue of the Consideration Shares to the Seller in accordance with the terms of this Agreement and the Seller obtaining voting power of more than 19.9% of the Buyer; (c) the appointment of the Anvil Director to the board of the Buyer; and (d) any other matter the Buyer reasonably considers necessary in connection with this Agreement.	The Buyer and CAR	March 30, 2010
1.9 The Seller providing the Buyer with the Disclosure Letter, disclosing Information in relation to the Seller, a Group Company or the Business as reasonably requested by the Buyer.	The Buyer and CAR	February 10, 2010
1.10 The Buyer providing the Seller with the Disclosure Letter, disclosing Information in relation to the Buyer as reasonably requested by the Seller.	The Seller, the Group Companies and AVM	February 10, 2010

Schedule 4 - The Seller's Warranties

(Clause 12)

1. The Seller's authority to sell

- (a) The Seller is, or will be on Completion, the registered holder and beneficial owner of the Sale Shares and such shares are all of the issued shares in the capital of the Company. The Company will on Completion be the registered holder of 90% of the shares in AMC. As at the date of this Agreement and the Completion Date, the Seller holds 100% of the fully paid ordinary shares in AMZ on trust for AMI2. The Seller will transfer 100% of the fully paid ordinary shares in AMZ to AMI2 in accordance with the terms of the agreement referred to at Item 1.6(a) of Schedule 3.
- (b) The Sale Shares are not subject to any Encumbrance in favour of any person or company. On Completion, the Buyer will acquire the full legal and beneficial ownership of the Sale Shares free and clear of any Encumbrance or Claim of any person.
- (c) The Seller is validly existing under the Law of its place of incorporation.
- (d) The Seller has the power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement.
- (e) The Seller has taken all necessary action to authorise its entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement.
- (f) The obligations of the Seller under this Agreement are valid and binding and enforceable against the Seller in accordance with their terms.
- (g) Completion of this Agreement will not be in conflict with or result in a breach of or default under any material term or provision of any agreement or deed or any order or injunction, judgement, Law, rule or regulation to which the Seller is a party or is subject to or by which it is bound.
- (h) The Company has all necessary corporate power, authorisations, licences and leases to operate its property and carry on the Business as it is now being conducted and has done everything necessary to carry on the Business lawfully in all jurisdictions in which it conducts the Business.
- (i) The Company:
 - (i) does not have any subsidiaries (within the meaning of the Corporations Act) or any interest in the share capital of any company other than 90% of AMC;

- (ii) has not agreed to acquire an interest in the share capital of any other company; and
- (iii) is not, or has not agreed to become, a member of any partnership or any other unincorporated association, joint venture or consortium.
- (j) The execution or performance of this Agreement does not contravene any provision of the constitution of the Company, any agreement to which the Company is a party, any applicable law or any consent from any Government Agency relating to the Company or the Business.
- (k) A true and complete copy of the constitution of the Company, including all variations to the constitution, has been provided to the Buyer in the Disclosure Material.
- (l) The Company:
 - (i) is not insolvent; and
 - (ii) has not stopped paying its debts as and when they fall due.
- (m) No:
 - (i) meeting has been convened, resolution proposed, petition presented or order made for the winding up of the Company;
 - (ii) administrator, provisional liquidator, liquidator or other officer has been appointed to the Company;
 - (iii) receiver or receiver and manager has been appointed in relation to the assets of the Company; or
 - (iv) mortgagee or chargee has taken, attempted or indicated an intention to exercise its rights under any security granted by the Company.

2. Financial statements

The Accounts were prepared:

- (a) in accordance with the Accounting Standards and the requirements of all other applicable Law; and
- (b) on a basis consistent with the audited financial statements of the Company for the financial year preceding the financial year ended on the Accounts Date.

3. Compliance with applicable Laws

- (a) As far as the Seller is aware:

- (i) there is no fact or matter that might prejudice the continuance or renewal, or result in the revocation or variation in any material respect, of any statutory permit or licence; and
 - (ii) the Seller is not being investigated for any breach or alleged breach of any Law.
- (b) The Seller has not received any notice that any statutory permit or licence will be revoked, suspended, modified or will not be renewed.

4. Information

- (a) The Information set out in this Agreement is true, accurate and not misleading (whether by omission or otherwise) in any material respect.
- (b) The Seller is unaware of any material information that is not generally available which, if made generally available, would be likely to have a material effect on the price or value of the Sale Shares.
- (c) No information disclosed by the Seller to its shareholders was, as of the date disclosed or made by the Seller, false or misleading or deceptive in any material respect, contained or contains material omissions or involved or involves conduct which is misleading or deceptive in any material respect.

5. Filings

The Seller has filed all annual returns, resolutions, particulars, other forms, returns and documents as and where required to be filed or registered under any applicable Law, such returns and forms were accurate in all material respects, and the Seller is not liable to be deregistered.

6. Share Capital

- (a) The share capital of the Company is as set out in Schedule 1 and comprises the entire share capital of the Company.
- (b) The Sale Shares:
 - (i) have been validly allotted and issued and are fully paid and no monies are owing in respect of them; and
 - (ii) have all the rights stated in the constitution of the Company.
- (c) There is no option, right to acquire, pre-emptive rights which have not been waived, conversion rights, Encumbrance, Claim, or any other agreement or commitment of any nature whatsoever over or affecting, the Sale Shares.
- (d) No person is entitled, or has claimed to be entitled, to require the Company to issue any share capital either now or at any future date. There are no options, agreements, understandings or commitments in

place exercisable now or in the future, contingent or otherwise, under which the Company is obliged at any time to issue any shares or other securities convertible into or exchangeable for shares.

7. Financial Reporting

(a) The Accounts:

- (i) are true and correct in every material particular and give a true and fair view of:
 - (A) the Assets, Liabilities, financial position and state of affairs of the Company as at the Accounts Date; and
 - (B) the financial performance of the Company for the year ended on the Accounts Date;
- (ii) contain proper and adequate provisions for and full disclosure of all Liabilities (including Employee entitlements) of the Company at the Accounts Date; and
- (iii) were prepared in accordance with:
 - (A) the Accounting Standards and any applicable Law; and
 - (B) the same accounting policies as were applied in the corresponding accounts for the previous 3 years.

(b) Other than as disclosed in the Disclosure Material or the Disclosure Letter, since the date of the Heads of Agreement:

- (i) the Company has not acquired or disposed of or dealt with any material assets or entered into any agreement or option to acquire or dispose of any assets;
- (ii) the Company has not incurred any Liability or entered into any contract or commitment other than in the ordinary course of business;
- (iii) there has been no material alteration to the terms of any employment of any of the Employees; and
- (iv) there has been no material deterioration in the Assets, turnover, the financial position or the trading position of the Company.

(c) All dividends declared in relation to the Company have been properly declared in accordance with any applicable Law. No dividend or other distribution has been declared or made by the Company in respect of the Sale Shares on or after the Accounts Date and there are no dividends due to be paid and in arrears with respect to the Sale Shares.

- (d) No loans have been made to any of the Employees and no advances or loans have been accepted from any of the Employees that remain outstanding.
- (e) The Company does not owe any money and does not have any outstanding Liabilities to any of its directors, or any of its existing or former shareholders, and no director, or existing or former shareholder, of the Company owes any money to or has any outstanding Liability to the Company.
- (f) All debts owed to the Company at the Completion Date will be good and fully collectible within 3 months after Completion and are the absolute property of the Company.
- (g) Details of all bank accounts of the Company, and particulars of the balances of all bank accounts of the Company as at a date not more than 3 Business Days before the date of this Agreement have been disclosed to the Buyer, and the Company has no other bank accounts. Since the date of such particulars there have been no material payments out of any such bank accounts except for routine payments in the ordinary course of business.
- (h) Complete and accurate details regarding the borrowing arrangements, debt facilities and other financial agreements and arrangements entered into by the Company have been provided by the Seller to the Buyer in the Disclosure Material or the Disclosure Letter.
- (i) Other than as disclosed in the Disclosure Material or the Disclosure Letter, the Company has not entered into any guarantee or surety of any third party's obligations or liabilities or indemnified any person against the acts or omissions of any third party.
- (j) No officer or Employee of the Seller or the Company has made or received any sensitive payments in connection with any contract or otherwise. In this Seller's Warranty, "sensitive payments" includes (whether or not illegal):
 - (i) commercial bribes, influence payments or kickbacks paid to any person including central or local government officials, trade union officials or employees;
 - (ii) amounts received with an understanding that rebates or refunds will be made in contravention of the Laws of any jurisdiction either directly or through a third party;
 - (iii) political contributions;
 - (iv) payments or commitments (whether made in the form of commissions, payments or fees for goods received or otherwise) made with the understanding or under circumstances that would indicate that some or all of that payment or commitment is being

paid by the recipient to central or local government officials or as a commercial bribe, influence payment or kickback; and

- (v) any payment deemed illegal under any relevant anti-corruption legislation in any jurisdiction or any payment contrary to applicable treaties of the Organisation of Economic Cooperation & Development.
- (k) The Company has not paid, or agreed to pay, to any person any finder's fee, brokerage, commission, legal fees or other advisory fees in connection with the sale of the Sale Shares to the Buyer.

8. Records

- (a) The Records are up to date, have been fully, properly and accurately kept and completed in accordance with all applicable Laws and do not contain material inaccuracies or discrepancies of any kind, and no notice or allegation that any of the Records are incorrect or should be rectified has been received.
- (b) All returns, particulars, resolutions, notices, documents, announcements and disclosures required to be filed with, delivered or made to any Government Agency or regulatory authority in respect of the Company has been properly filed, delivered or made within the applicable time requirements and were accurate and not misleading when lodged, delivered or made.

9. No Encumbrances

- (a) Other than as disclosed to the Buyer (including trafigura security which will be released before Completion) in the Disclosure Material or the Disclosure Letter, the Company is the legal and beneficial owner of, and has good and marketable title to, the Assets free and clear of any Encumbrances. The Company has not created or granted, or agreed to create or grant, any Encumbrance in respect of any of the Assets.
- (b) No notice has been served on the Company that might materially impair, prevent or otherwise interfere with the use of or proprietary rights to the Assets.

10. Plant and Equipment

Annexure 1 contains an accurate list of all of the plant and equipment owned by the Company.

11. Mining Interests

- (a) AMC is the sole registered holder, and sole beneficial and legal owner of prospecting, exploration or mining leases and licences 606, 546, 1684, 1685, 1686, 1688, 1689, 1690, 1693, 1694, 1695, 1697, 1700,

1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710 and 1711 located in the DRC.

- (b) AMZ is the sole registered holder, and sole beneficial and legal owner of prospecting, exploration or mining leases and licences LS204 located in the Republic of Zambia.
- (c) The Mining Interests are not subject to any Encumbrance and the Company will not suffer, create or permit the creation of any Encumbrance over the Mining Interests prior to Completion.
- (d) There is no litigation proceeding or dispute present or threatened of any nature in respect of the Mining Interests.
- (e) The Mining Interests are in good standing and the Company is not aware of any facts or circumstances which may render the Mining Interests liable to cancellation.
- (f) There is no material breach of any of the Mining Interest conditions.
- (g) The Company has disclosed to the Buyer all agreements for contracts with third parties which may have a material effect on the Mining Interests.
- (h) The Company has complied in all respects with all obligations and Laws in respect of the Mining Interests including all requirements imposed by any applicable mining, environmental, cultural heritage, health and safety Laws with respect to the Mining Interests and has incurred no Liabilities as a result of any breach of such requirements.
- (i) There are no circumstances known to the Company that are likely to give rise to a third party Claim or render the Mining Interests subject to an order for decontamination or a similar procedure.
- (j) All rents, Taxes, rates, charges, royalties and other assessments charged or chargeable against the Mining Interests have been paid pursuant to all applicable Laws or other authority.
- (k) No person, firm or corporation other than the Company now owns or possesses any right to explore, prospect or mine for minerals in any part of the Mining Interests nor any right to acquire by purchase or otherwise any legal or beneficial interest in the Mining Interests.
- (l) There is no agreement or option or right capable of becoming or giving rise to an agreement or option for the purchase of the Mining Interests.

12. Material Contracts

- (a) All Material Contracts have been disclosed to the Buyer in the Disclosure Material or the Disclosure Letter and there are no other contracts, agreements or understandings that are material to the operation of the Business.

- (b) None of the Material Contracts:
 - (i) are outside the ordinary and proper course of the Business;
 - (ii) are incapable of being fulfilled or performed on time without undue or unusual expenditure of money or effort;
 - (iii) entitle or will entitle the other party to terminate the agreement, arrangement or understanding, or impose terms less favourable to the Company, as a result of the transfer of the Sale Shares to the Buyer; or
 - (iv) are not on arms' length terms.
- (c) The Company is not in default of nor has it breached any Material Contract, and as far as the Seller is aware, the other party or parties to the Material Contracts are not in default or breach.
- (d) The Company has not received any notice which might affect any rights or interests or the exercise of any rights by the Company in respect of any Material Contract.
- (e) The Seller is not aware of any grounds for termination, rescission, avoidance or repudiation of any Material Contract.
- (f) Each of the Material Contracts are valid, subsisting, legal and binding in accordance with their terms.
- (g) Other than as disclosed in the Disclosure Material or the Disclosure Letter, no offer, tender, quotation or the like given or made by the Company in excess of \$50,000 is capable of giving rise to a contract merely by any unilateral act of a third party.
- (h) Other than as disclosed in the Disclosure Material or the Disclosure Letter, there are no powers of attorney in force given by the Company nor is there any other authority (express, implied or ostensible) given by the Company to in or favour of any person (as agent or otherwise) to enter into any agreement, contract or commitment or to do anything on its behalf other than any implied or ostensible authority to enter into routine contracts in the normal course of their duties.

13. Employees

- (a) All Employees at the date of this Agreement have been disclosed to the Buyer in the Disclosure Material or the Disclosure Letter.
- (b) Neither the Seller nor the Company have entered into or made any contract, arrangement, understanding or representation (whether written or oral) under which one or more Employee, or any contractors or agents of the Company, will or may be entitled to any benefit (monetary or otherwise) on the sale of the Sale Shares.

- (c) The Seller is not aware of:
 - (i) any outstanding Claim, or any potential Claim, against the Company by or on behalf of any past or present Employee or contractor; or
 - (ii) any issue (including the expiry of any award, enterprise agreement or other instrument made or approved under law) which may lead to industrial action involving the Company or the Employees.
- (d) The Company has complied with and continues to comply with all obligations arising under any applicable Law, award, enterprise agreement or other instrument made or approved under any Law with respect to its past and present Employees and contractors.
- (d) Full details of all contracts, arrangements or understandings with contractors to the Company have been disclosed in the Disclosure Material or the Disclosure Letter.
- (e) Full and accurate particulars of the Employees and their remuneration (including any bonuses), annual leave, long service leave entitlements and any other entitlements as at the date of this Agreement are disclosed in the Disclosure Material or the Disclosure Letter.
- (f) No remuneration or other sum of money whatsoever is due from the Company to any of its officers, Employees, consultants or former officers, employees or consultants other than the outstanding part of any current salaries, commission or fees payable to the present officers, Employees and consultants which have been disclosed in the Disclosure Material or the Disclosure Letter and which are not more than one month in arrears.
- (g) The Company has not paid or agreed to pay any redundancy, retirement or other amount consequent upon the termination of employment of any of the Employees.

14. Occupational Health and Safety

The Company is in full compliance with all relevant occupational health and safety Laws applicable to it.

15. Superannuation

The Company has complied with all requirements arising under Laws relating to superannuation.

16. Litigation

- (a) Other than as disclosed in the Disclosure Material or the Disclosure Letter, the Company is not engaged in any prosecution, litigation or arbitration proceedings.

- (b) There are no Claims threatened or pending against the Company, and as far as the Seller is aware, there is no fact, matter or circumstance likely to give rise to any Claim against the Company.
- (c) There are no unsatisfied judgments, orders, notices, directions or awards affecting the Company.

17. Consents and Permissions

- (a) The Seller or the Company holds all necessary or desirable licences (including statutory licences) and consents, planning permissions, authorisations and permits for the proper carrying on of the Business in all respects and all of those licences, consents, permissions, authorisations and permits:
 - (i) have been fully paid up;
 - (ii) have been fully complied with;
 - (iii) are valid and subsisting and in full force and effect;
 - (iv) to the best of the Seller's knowledge, information and belief, are not liable to be revoked or terminated; and
 - (v) are not subject to any conditions that have not been disclosed in writing to the Buyer.
- (b) There are no facts or circumstances involving the Company, the Business or the Company's affairs that are likely to prejudice the renewal of or result in the revocation of or variation in any material respect of any permit, licence, authority or consent held by the Company.
- (c) No permit, licence, authority or consent held by the Company would be adversely affected by, or liable to be terminated revoked or varied in any material respect by reason of the acquisition of the Sale Shares by the Buyer.
- (d) There are no outstanding notices or orders affecting the Company or the Business and the Seller is not aware of any circumstances which may result in the imposition of any such notice or order.

18. Compliance with Laws

- (a) The Company has complied in all material respects with the requirements of all applicable Laws in all jurisdictions (whether applicable to the conduct of the Business, the use of the Assets or otherwise).
- (b) There has been no contravention or allegation of any contravention of applicable Laws by the Company.

19. Tax

Other than as disclosed in the Disclosure Material or the Disclosure Letter:

- (a) no additional liability for Tax has accrued to the Company in respect of the period after the Accounts Date, other than as a result of activity in the normal course of the Business;
- (b) the Company has prepared and lodged all income Tax returns and other returns, statements, documents and other filings required to be lodged or filed under all relevant legislation and applicable Laws imposing or assessing Taxes;
- (c) no income Tax return, business activity statement, instalment activity statement or other return or filing relating to Tax which has been lodged or filed by the Company contains a statement that is false or misleading in any material particular or omits to refer to any matter, or include any schedules, which are required to be included or without which the statement is false or misleading;
- (d) all Taxes payable by the Company under any applicable Law in respect of the period up to the Completion Date have been fully paid by the Company on or before the date they were due for payment;
- (e) the Company has deducted all Tax required to be deducted or withheld from any payments made by it and, when necessary, the Company has accounted for or otherwise dealt with that Tax in accordance with all relevant legislation and applicable Laws;
- (f) the Company has not entered into any agreement or arrangement that extends the period for assessment or payment of any Taxes;
- (g) the Company has not paid any dividend:
 - (i) in respect of which the required franking amount (as provided for in the relevant Tax Law) has exceeded the franked amount (as defined in the relevant Tax Law) of the dividend; or
 - (ii) which has been franked in excess of the required franking amount,

which would result in the Company being liable to pay franking deficit tax or additional tax pursuant to the relevant Tax Law;
- (h) there is no unresolved correspondence or dispute with any Government Agency concerning the Company's Liability to Tax and no Government Agency is conducting any audit or investigation into the Company's Liability to Tax;
- (i) the Company has complied in all respects with all applicable Tax Laws;

- (j) no additional Liability for Tax will arise in relation to the Company as a result of the sale of the Sale Shares under this Agreement;
- (k) the Company has not incurred or committed to make or incur any payment or expenditure relating to the Tax Liability of a third party; and
- (l) the Company has not at any time obtained or sought to obtain any Tax benefit through any fraud or any evasion or made or entered into any arrangement, undertaking or scheme which was at the time it was entered into a sham or fiscal nullity.

20. Environmental Law

- (a) To the best of the Seller's knowledge, information and belief, the Company has complied with all environmental Laws, including but not limited to Laws concerning pollution and contamination and:
 - (i) has not breached any such environmental Law;
 - (ii) has not received any notice, order, claim or demand under any environmental Law;
 - (iii) has not been the subject of a Claim under any indemnity concerning the environment contained in any contract, agreement or understanding entered into by the Company;
 - (iv) is not subject to any litigation or proceedings for breach of any environmental Law or damage to the environment, and there is no such litigation or proceedings pending or threatened against the Company; and
 - (v) is not the subject of any charge in favour of any relevant environmental protection authority as security for clean-up or other costs under any relevant environmental Law.
- (b) The Company is in possession of all environmental permits required under any applicable environmental Law for the conduct or operation of the Business and the Company is in compliance with all requirements and limitations in such environmental permits.

21. Accuracy of Information

- (a) The information in respect of the Sale Shares, the Company, the Business and the Assets which is set out in this Agreement, including the schedules and annexures, is true, complete and accurate in all material aspects and there is no fact or matter that renders any such information materially untrue, inaccurate or misleading.
- (b) All information disclosed in the Disclosure Materials and the Disclosure Letter is true and accurate in all material aspects, and there is no fact or matter that renders any such information materially untrue, inaccurate or misleading.

- (c) Other than as disclosed in the Disclosure Materials or the Disclosure Letter, there are no material facts or circumstances relating to the Sale Shares, the Company, the Business or the Assets of which the Seller is aware and which have not been fully and fairly disclosed in writing to the Buyer, and which if disclosed might reasonably be expected to affect the decision of the Buyer to enter into this Agreement.
- (d) The Seller is not aware of any circumstances which might reasonably be expected to materially and adversely affect:
 - (i) the financial position, business, operations, assets, profitability or prospects of the Company;
 - (ii) the value of the Sale Shares; or
 - (iii) the value of the Business,other than circumstances affecting the industry in which the Company participates as a whole.

Schedule 5 – Buyer's Warranties

1. Information

- (a) The Information set out in this Agreement in respect of the Consideration Shares, and in respect of the 10,000,000 fully paid ordinary shares in the Buyer issued to the Seller pursuant to clause 2.2(b), is true, accurate and not misleading (whether by omission or otherwise) in any material respect.
- (b) The Buyer is unaware of any material information that is not generally available which, if made generally available, would be likely to have a material effect on the price or value of the Consideration Shares and the 10,000,000 fully paid ordinary shares in the Buyer issued to the Seller pursuant to clause 2.2(b).
- (c) No information disclosed by the Buyer to its shareholders was, as of the date disclosed or made by the Buyer, false or misleading or deceptive in any material respect, contained or contains material omissions or involved or involves conduct which is misleading or deceptive in any material respect.

2. Other

The Buyer gives the warranties listed in Schedule 4, items 2-5, 7, 8, and 13-21, with the necessary modifications such that the warranties apply to:

- (a) the Buyer rather than the Seller or the Group Companies;
- (b) the Consideration Shares rather than the Sale Shares;
- (c) employees of the Buyer rather than the Employees;
- (d) the business of the Buyer rather than the Business;
- (e) the assets of the Buyer rather than the Assets;
- (f) the records of the Buyer rather than the Records; and
- (g) the accounts of the Buyer rather than the Accounts.

3. Subscription for shares

Except in respect of the transactions contemplated by this Agreement, the issue of the Consideration Shares under this Agreement:

- (a) will not result in the Buyer losing the benefit of any right, privilege or contract which it enjoys; and
- (b) does not contravene the Buyer's constitution, any Law or contractual or other obligation to which the Buyer is subject.

4. Filings

The Buyer has filed all annual returns, resolutions, particulars, forms, returns and documents as and where required to be filed or registered under the Corporations Act, such returns and forms were accurate in all material respects, and the Buyer is not liable to be deregistered.

5. Consideration Shares

- (a) The offer and issue of the Consideration Shares without a regulated disclosure document will not violate the Corporations Act or any other applicable laws.
- (b) Once issued, the Consideration Shares will be freely transferable subject to constitution of the Seller and the Seller will acquire good and marketable title to them, free and clear of any pledge, lien, encumbrance, security interest, claim or equity.

Executed as a deed.

Executed by Anvil Mining Investments Limited:

)

)

)

)

)



Signature of director



Signature of ~~director~~ or company secretary*

*delete whichever does not apply

CRAIG MUNRO

Name (please print)

STUART MCKENZIE

Name (please print)

Executed by Anvil Mining Investments)
 (No. 2) Limited:)

)

)

)

)



Signature of director



Signature of ~~director~~ or company secretary*

*delete whichever does not apply

CRAG MUNRO

Name (please print)

STUART MCKENZIE

Name (please print)

Executed by Anvil Mining Congo SARL:)

)

)

)

)



Signature of director



Signature of director or company secretary*

*delete whichever does not apply
AUTHORIZED SIGNATORY

CHAIR MUNRO

Name (please print)

STUART MCLENZIE

Name (please print)

Executed by **Anvil Mining Zambia**)
 Limited:)

)

)

)

)



Signature of director

AUTHORISED SIGNATORY



Signature of director or company
 secretary*

*delete whichever does not apply

AUTHORISED SIGNATORY

CRAG MUNIRA

Name (please print)

STUART MCKENZIE

Name (please print)

Executed by Anvil Mining Limited ARBN)
 107 912 550 in accordance with section)
 127(1) of the *Corporations Act 2001 (Cth)*:)

)

)

)



~~Signature of director~~

AUTHORISED SIGNATORY



Signature of ~~director~~ or company
 secretary*

*delete whichever does not apply

CHRIS MUNRO

Name (please print)

STUART MCKENZIE

Name (please print)

Executed by Mawson West Ltd ACN 072)
 595 576 in accordance with section 127(1)
 of the *Corporations Act 2001 (Cth)*:)

)

)

)



.....
 Signature of director



.....
 Signature of director ~~or~~ company
~~secretary*~~

*delete whichever does not apply

DAVID FRANCIS

.....
 Name (please print)

MARK STOWELL

.....
 Name (please print)

Executed by Central Africa Resources)
Pty Ltd ACN 118 153 370 in accordance)
with section 127(1) of the Corporations Act)
2001 (Cth):)
)
)
)



Signature of director

David Francis

Name (please print)



Signature of director or company
secretary*

*delete whichever does not apply

MARK STOWELL

Name (please print)

Annexure 1 – Asset Schedule

Melbourne | Perth | Sydney

www.middletons.com

Level 25, Rialto South Tower

525 Collins Street

Melbourne VIC 3000

Australia

telephone: +61 3 9205 2000

facsimile: +61 3 9205 2055

Level 2

6 Kings Park Road

West Perth WA 6005

Australia

telephone: +61 8 9216 0900

facsimile: +61 8 9216 0901

Level 26

52 Martin Place

Sydney NSW 2000

Australia

telephone: +61 2 9513 2300

facsimile: +61 2 9513 2399

ASSET REGISTER AS AT 31 October 2009

Asset	Description	Locn	Gp	Acq date	Acq cost	Capital cost	Book deprec	Tax W.D.V	Book W.D.V
BU41001	Administration - Containerised	DIK	BUA	26-Oct-02	28,750.00	28,750.00	24,931.43	26,580.19	3,818.57
BU41002	Mtc. Offices - Containerised	DIK	BUA	26-Oct-02	21,650.00	21,650.00	18,774.46	20,016.04	2,875.54
BU41003	Mine Contractors Workshops	DIK	BUA	26-Oct-02	35,975.00	35,975.00	31,196.84	33,259.91	4,778.16
BU41004	Laboratory - Containerised	DIK	BUA	26-Oct-02	22,600.00	22,600.00	19,598.28	20,894.34	3,001.72
BU41005	Ablution Block - Camp	DIK	BUA	26-Oct-02	3,100.00	3,100.00	2,688.26	2,866.04	411.74
BU41006	Ablution Block - Camp	DIK	BUA	26-Oct-02	3,100.00	3,100.00	2,688.26	2,866.04	411.74
BU41007	Ablution Block - Plant	DIK	BUA	26-Oct-02	3,100.00	3,100.00	2,688.26	2,866.04	411.74
BU41008	Kitchen/Dinning Area - Camp	DIK	BUA	26-Oct-02	30,256.00	30,256.00	26,237.41	27,972.53	4,018.59
BU41008A	Dynacold Refrigeration Unit	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008B	Dynacold Refrigeration Unit	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008C	UV Water Steriliser	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008D	Freezer Unit - SABS Defy	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008E	Freezer Unit - Kelvinator	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008F	Freezer Unit - CFC	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008G	Hot Food Service Unit	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008H	Freezer Unit - Kelvinator	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008I	Stove Oven Units	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008J	Storage Seacomtainer Unit	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008K	Storage Seacomtainer Unit	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41008N	Industrial Fryer 20ltrs	DIK	BUA	12-Sep-03	2,299.71	2,299.71	1,880.18	2,174.50	419.53
BU41008O	Upgrade Kitchen-Environ. Plan	DIK	BUA	1-Mar-04	9,746.68	9,746.68	6,980.96	9,746.68	2,765.72
BU41009	Septic Tanks - Camp	DIK	BUA	26-Oct-02	12,500.00	12,500.00	10,839.75	11,556.60	1,660.25
BU41010	Laundry - Containerised	DIK	BUA	26-Oct-02	6,193.09	6,193.09	5,370.55	5,725.69	822.54
BU41010A	Speed Queen W/Machines (8off)	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41011	FSM Accommodation Unit 1	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,091.32	5,428.04	779.82
BU41012	FSM Accommodation Unit 2	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,091.32	5,428.04	779.82
BU41013	FSM Accommodation Unit 3	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,091.32	5,428.04	779.82
BU41014	FSM Accommodation Unit 4	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,091.32	5,428.04	779.82
BU41015	FSM Accommodation Unit 5	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,091.32	5,428.04	779.82
BU41016	FSM Accommodation Unit 6	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,091.32	5,428.04	779.82
BU41017	Security Camp	DIK	BUA	26-Oct-02	75,105.27	75,105.27	65,129.82	69,436.95	9,975.45
BU41018	Stores Warehouse	DIK	BUA	1-Mar-04	86,542.89	86,542.89	61,985.21	86,542.89	24,557.68
BU41020	School Setup	DIK	BUA	26-Oct-02	6,127.85	6,127.85	5,313.95	5,665.37	813.90
BU41022	Offices - Security / Govt Auth	DIK	BUA	26-Oct-02	5,871.14	5,871.14	5,090.48	5,428.11	780.66
BU41023	Office - Medical Clinic	DIK	BUA	26-Oct-02	2,935.00	2,935.00	3,352.65	2,713.57	1,737.94
BU41023A	Dikulushi HSE - MOS Claim	DIK	BUA	9-Sep-03	1,326.40	1,326.40	1,084.45	1,253.11	241.95
BU41024	Office - Mine Dept	DIK	BUA	26-Oct-02	2,935.00	2,935.00	3,352.65	2,713.57	1,737.94
BU41025	Office - Geology	DIK	BUA	26-Oct-02	2,935.00	2,935.00	2,544.30	2,713.57	390.70
BU41026	House - General Manager	DIK	BUA	1-May-03	25,936.00	25,936.00	22,490.45	23,978.64	3,445.55
BU41027	Stores - Dikulushi	DIK	BUA	1-May-03	17,664.00	17,664.00	15,317.03	16,330.94	2,346.97
BU41027A	Expansion of Warehouse Buildin	DIK	BUA	31-Dec-05	21,285.45	21,285.45	10,206.42	21,285.45	11,079.03
BU41028	House - Operations Manager	DIK	BUA	1-Jun-03	10,128.87	10,128.87	8,782.66	9,364.50	1,346.21
BU41029	Administration Complex (on ord	DIK	BUA	9-Jul-03	0.00	56,426.35	48,019.24	0.00	8,407.11
BU41030	Geology Complex	DIK	BUA	9-Jul-03	0.00	55,466.33	47,202.28	0.00	8,264.05
BU41031	Dikulushi Bar	DIK	BUA	26-Feb-03	0.00	0.00	0.00	0.00	0.00
BU41031A	Dynacold Refrigeration Unit	DIK	BUA	26-Feb-03	0.00	0.00	0.00	0.00	0.00
BU41031C	Dynacold Refrigeration Unit	DIK	BUA	26-Feb-03	0.00	0.00	0.00	0.00	0.00
BU41031D	Glass Door Refrigeration Unit	DIK	BUA	26-Feb-03	0.00	0.00	0.00	0.00	0.00
BU41031E	Glass Door Refrigeration Unit	DIK	BUA	26-Feb-03	0.00	0.00	0.00	0.00	0.00
BU41032	Ablution Unit - Male / Female	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
BU41033	Sample Prep Building	DIK	BUA	1-Jan-03	0.00	0.00	0.00	0.00	0.00
BU41036	Exploration Office	DIK	BUA	26-Nov-03	13,341.89	13,341.89	13,341.89	12,200.10	0.00
BU41039	Training Centre Dikulushi	DIK	BUA	1-Nov-04	23,330.21	23,330.21	14,582.72	23,330.21	8,747.49
BU41047	Construction of Workers Mess -	DIK	BUA	1-Sep-05	2,712.08	2,712.08	1,412.54	2,712.08	1,299.54
BU41049	PMH Mess Facility - Security	DIK	BUA	1-Nov-06	15,495.85	15,495.85	5,810.94	15,495.85	9,684.91
BU41051	Warehouse (Laydown Area)-Kilwa	KIL	BUA	1-Jan-07	33,293.45	33,293.45	11,791.43	33,293.45	21,502.02
BU41052	Anvil Office Building	KIL	BUA	1-Jan-07	1,840.76	1,840.76	651.95	1,840.76	1,188.81
BU41053	Customs Office Building	KIL	BUA	1-Jan-07	10,557.77	10,557.77	3,739.21	10,557.77	6,818.56
LA41001	Land in Kilwa -Training Centre	KIL	BUA	1-Feb-07	2,700.00	2,700.00	0.00	2,700.00	2,700.00
MP41026	Refrigerator - KIC Lockable	DIK	BUA	26-Oct-02	0.00	0.00	0.00	0.00	0.00
SC41001	20' Sea Container clw Shelving	DIK	BUA	1-May-08	8,590.20	8,590.20	1,610.67	8,590.20	6,979.53
SC41002	20' Container clw Shelving	DIK	BUA	1-May-08	8,590.20	8,590.20	1,610.67	8,590.20	6,979.53
BU41042	Stage II Construction Office	DIK	BUA	20-Sep-04	46,300.11	46,300.11	41,846.34	46,300.11	4,453.77
EW41009	Ball Mill Civils / Fxtures an	DIK	BUA	20-Sep-04	598,128.69	598,128.69	540,592.95	598,128.69	57,535.74
EW41010	Stage II Powerhouse Civils / F	DIK	BUA	20-Sep-04	312,022.60	312,022.60	282,008.24	312,022.60	30,014.36
EW41011	Stage II Fuel Farm Civils / FI	DIK	BUA	20-Sep-04	127,137.49	127,137.49	114,907.77	127,137.49	12,229.72
Building Administration Total					1,677,331.49	1,793,535.35	1,518,201.47	1,649,419.02	275,333.88
BU41008L	Dikulushi Camp Kitchen - MOS C	DIK	BUA	9-Sep-03	4,004.57	4,004.57	3,274.06	3,783.29	730.51
BU41008M	Dikulushi Camp MOS Claim	DIK	BUA	9-Sep-03	4,246.49	4,246.49	3,471.86	4,011.85	774.63
BU41008P	Dikulushi Kitchen - Extension	DIK	BUA	31-Mar-06	45,197.91	45,197.91	20,260.10	45,197.91	24,937.81
BU41017A	Construction Camp Accom.	DIK	BUA	20-Sep-04	39,305.02	39,305.02	25,133.24	39,305.02	14,171.78
BU41020A	Dikulushi School - MOS Claim	DIK	BUA	9-Sep-03	2,109.68	2,109.68	1,724.85	1,993.11	384.83
BU41021	Tents - 2 Bed Tents (25)	DIK	BUA	1-Sep-02	41,751.42	41,751.42	41,751.42	25,996.17	0.00
BU41021A	Safari Tents For Camp	DIK	BUA	1-Apr-04	10,439.72	10,439.72	10,439.72	10,439.72	0.00
BU41026A	Dikulushi Guest House - MOS CI	DIK	BUA	9-Sep-03	11,116.39	11,116.39	9,088.60	10,502.14	2,027.79
BU41034	GYM Complex	DIK	BUA	26-Nov-03	21,322.44	21,322.44	21,322.44	19,497.68	0.00
BU41038	Eight Room Accommodation Block	DIK	BUA	1-Sep-04	68,383.22	68,383.22	68,383.22	68,383.22	0.00
BU41043	8-Accom Blocks Camp Block A	DIK	BUA	1-Sep-05	33,333.33	33,333.33	28,124.89	33,333.33	5,208.29
BU41044	8-Accom Blocks Camp Block B	DIK	BUA	1-Sep-05	33,333.33	33,333.33	28,124.89	33,333.33	5,208.34
BU41045	8-Accom Blocks Camp Block C	DIK	BUA	1-Sep-05	33,333.33	33,333.33	28,124.89	33,333.33	5,208.34
BU41046	13 room Accom block Kamalonda	DIK	BUA	1-Sep-05	56,053.45	78,331.45	61,915.02	56,053.45	16,416.43
BU41058	Block Four Rooms-Dik Camp	DIK	BUA	1-Mar-08	269,816.31	269,816.31	56,211.74	269,816.31	213,604.57
BU41059	Camp upgrade to accomm.	DIK	BUA	1-Jan-09	379,306.43	0.00	0.00	379,306.43	0.00
BU41060	Prefabricated houses	DIK	BUA	1-Jan-09	46,121.78	0.00	0.00	46,121.78	0.00
BU41061	Room subdivided+ bathroom	DIK	BUA	1-Jan-09	36,905.71	0.00	0.00	36,905.71	0.00
OE41050	Camp Furniture Setup	DIK	BUA	26-Oct-02	32,239.82	32,239.82	32,239.82	27,373.43	0.00
BU41010B	Industrial Washing Machines	DIK	BUA	1-Feb-04	6,986.93	6,986.93	6,986.93	6,610.20	0.00
OE41055	TV - 64cm Screen /90cm Dish	DIK	BUA	26-Oct-03	2,368.27	2,368.27	2,367.27	2,032.15	1.00
Building Camp Facility Total					1,177,675.40	737,619.48	448,945.16	1,153,329.41	288,674.32
BU41037	Exploration Core Shed	DIK	BUI	26-Nov-03	21,947.53	21,947.53	21,947.53	20,069.27	0.00
BU41048	Reagent Store -Plant -Dikulush	DIK	BUI	31-Dec-05	23,012.83	23,012.83	11,034.70	23,012.83	11,978.13
BU41054	Roofing cover for oil storage	DIK	BUI	31-Oct-07	5,670.08	5,670.08	1,299.39	5,670.08	4,370.69
BU41055	Mobile Refuge Chamber - Underg	DIK	BUI	13-Mar-08	89,777.35	89,777.35	18,341.61	89,777.35	71,435.74
BU41056	Underground mob rescue chamber	DIK	BUI	1-Jul-08	103,351.65	103,351.65	17,225.28	103,351.65	86,126.37
BU41057	20 ft Freezer for the CAMP	DIK	BUI	1-Jun-08	29,844.86	29,844.86	5,285.03	29,844.86	24,559.83
BU41035	Bunding - Upgrade areas (Envir	DIK	BUI						

CE41100	Cisco Switch SN:FD01125Y31F	DIK	CME	1-Oct-07	4,053.61	4,053.61	3,546.92	4,053.61	506.69
CE41101	Cisco Switch SN:FD01125Y31F	DIK	CME	1-Oct-07	4,053.61	4,053.61	3,546.92	4,053.61	506.69
CE41140	Comet EX 7 RT Power Module	DIK	CME	19-Apr-07	6,952.75	6,952.75	4,249.76	6,952.75	2,702.99
CE41141	Comet EX 7 RT Power Module	DIK	CME	19-Apr-08	6,952.76	6,952.76	3,554.35	6,952.76	3,398.41
CE41142	Comet EXB 7 RT Battery Module	DIK	CME	19-Apr-08	0.00	0.00	0.00	0.00	0.00
CE41143	Comet EXRT 7 KVA @ 6000VA Powe	DIK	CME	19-Apr-08	0.00	0.00	0.00	0.00	0.00
CE41185	Ethernet Switch FDO1215X2KN	DIK	CME	1-Jun-08	5,388.14	5,388.14	2,395.22	5,388.14	2,992.92
CO41022	Cisco Appliance SJMX1231175	DIK	CME	1-Sep-08	2,459.62	2,459.62	956.72	2,459.62	1,502.90
CO41023	IBM X3650 Server SN:S99G6430	DIK	CME	1-Jul-08	40,860.86	40,860.86	21,792.45	40,860.86	19,068.41
CO41024	IBM X3650 Server SN:S99G7362	DIK	CME	1-Jul-08	40,860.87	40,860.87	21,792.47	40,860.87	19,068.40
CO41014	Codan Radio Equip. & CDM600 Mo	DIK	CME	1-Sep-05	31,914.09	31,914.09	31,914.09	31,914.09	0.00

Communication Equipment Total 193,466.73 193,466.73 141,337.68 193,466.73 52,129.05

CE41001	HP LaserJet 4345 MF-CNSYF29623	DIK	COE	1-Dec-06	3,298.82	3,298.82	3,116.18	3,298.82	182.64
CE41082	Cisco Switch S/N FOC1052W2ZQ	DIK	COE	1-Mar-07	1,029.66	1,029.66	886.84	1,029.66	142.82
CE41083	Cisco Switch S/N FOC1052W31S	DIK	COE	1-Mar-07	1,029.66	1,029.66	886.84	1,029.66	142.82
CE41084	Cisco Switch S/N FOC1052W31I	DIK	COE	1-Mar-07	1,029.66	1,029.66	915.44	1,029.66	114.22
CE41900	Tape Backup unit - LTO III	DIK	COE	25-May-07	5,805.73	5,805.73	4,714.19	5,805.73	1,091.54

Computer Equipment Total 12,193.53 12,193.53 10,519.49 12,193.53 1,674.04

LV41002	Landrover - Stn Wagon KN3727BB	DIK	LIV	1-Jul-02	2,000.00	2,000.00	2,000.00	1,496.75	0.00
LV41012	Mercedes Benz Truck- IT9848	DIK	LIV	9-Jul-03	0.00	15,330.00	15,330.00	13,153.34	0.00
LV41014	Land Rover - M0SClaim KT15813BB	DIK	LIV	9-Sep-03	20,845.35	20,845.35	20,845.35	17,005.14	0.00
LV41020	Toyota LC-Exploration-KT4172BC	DIK	LIV	1-Feb-04	44,507.90	44,507.90	44,507.90	42,108.07	0.00
LV41021	Toyota Land Cruiser Exploration	DIK	LIV	1-Feb-04	44,489.89	44,489.89	44,489.89	42,091.03	0.00
LV41023	Mercedes Benz -BUS 3-KT3692BC	DIK	LIV	1-Mar-04	16,780.00	16,780.00	16,780.00	16,780.00	0.00
LV41024	Mercedes Benz -BUS N03-IT6950	DIK	LIV	1-Mar-04	22,784.00	22,784.00	22,784.00	22,784.00	0.00
LV41027	Samil 50 Truck - KT7639BB	DIK	LIV	1-Jul-04	67,782.10	67,782.10	67,782.10	67,782.10	0.00
LV41037	Toyota LC Ute JTEL871K16130BB	DIK	LIV	1-Nov-04	9,776.29	9,776.29	9,776.29	9,776.29	0.00
LV41039	SAMIL SERVICE TRUCK	DIK	LIV	1-Feb-05	89,800.87	89,800.87	89,800.87	89,800.87	0.00
LV41043	Mercedes-Benz Bus - KT8542BC	DIK	LIV	31-Jan-06	40,865.00	40,865.00	39,302.09	40,865.00	1,562.91
LV41045	Toyota LC Wagon - KT6670BC	DIK	LIV	31-Mar-06	21,530.00	21,530.00	21,530.00	21,530.00	0.00
LV41046	Land Cruiser Pick up KT4172BC	DIK	LIV	1-May-06	32,462.84	32,462.84	28,861.63	32,462.84	3,601.21
LV41047	Land Cruiser Pick up KT4173BC	DIK	LIV	1-May-06	32,462.84	32,462.84	32,462.84	32,462.84	0.00
LV41048	Toyota LC Ute Rego KT1481BD	DIK	LIV	16-May-06	37,200.00	37,200.00	27,338.00	37,200.00	9,861.20
LV41050	Toyota LCPU - KT9501BD	DIK	LIV	25-Jun-06	23,020.00	23,020.00	22,512.95	23,020.00	507.05
LV41051	Bus - Mercedes Benz - KT8748BC	DIK	LIV	1-Sep-06	40,282.68	40,282.68	40,282.68	40,282.68	0.00
LV41052	Toyota Hilux DC - KT7585BD	DIK	LIV	1-Sep-06	0.00	0.00	0.00	0.00	0.00
LV41053	68 Seal Mercedes Bus KT5708BD	DIK	LIV	31-Dec-06	34,933.16	34,933.16	33,030.35	34,933.16	1,902.81
LV41057	Toyota Hilux DC - KT9535BD	DIK	LIV	1-Jan-07	30,789.35	30,789.35	20,530.34	30,789.35	10,259.01
LV41059	Man Bus - Rego FPN785NW	DIK	LIV	1-Mar-07	55,794.62	55,794.62	49,605.15	55,794.62	6,189.47
LV41061	Toyota LC-KN4385BP	DIK	LIV	20-Jul-07	39,370.86	39,370.86	19,018.94	39,370.86	20,351.92
LV41062	Mitsubishi Canter KN2837BP	DIK	LIV	20-Jul-07	14,713.28	14,713.28	11,195.41	14,713.28	3,517.87
LV41065	Toyota LC-KN6597BP	DIK	LIV	10-Aug-07	39,370.86	39,370.86	29,216.47	39,370.86	10,154.39
LV41070	Toyota LC Prado - KN9611BP	DIK	LIV	9-Nov-07	46,700.00	46,700.00	15,569.78	46,700.00	31,130.22
LV41074	Bobcat 2200D OC0631655922	DIK	LIV	13-Mar-08	16,124.40	16,124.40	8,786.36	16,124.40	7,338.04
LV41075	Bobcat 2200D OC0631655919	DIK	LIV	13-Mar-08	16,124.40	16,124.40	8,786.36	16,124.40	7,338.04
LV41078	Toyota LC Hardtop KN4445BL	DIK	LIV	8-Apr-08	43,700.00	43,700.00	22,785.21	43,700.00	20,914.79
LV41083	Toyota LC Hardtop KN3162BQ	DIK	LIV	1-Apr-08	41,611.18	41,611.18	21,965.85	41,611.18	19,645.33
LV41085	Toyota Landcruiser KN3161BQ	DIK	LIV	1-Aug-08	44,600.12	44,600.12	18,587.10	44,600.12	26,013.02
LV41086	Toyota LC Hardtop KN3154BQ	DIK	LIV	1-Apr-08	44,583.21	44,583.21	23,534.73	44,583.21	21,048.48
LV41087	Toyota LC Hardtop LBW KN3152BQ	DIK	LIV	1-Aug-08	44,583.21	44,583.21	18,580.05	44,583.21	26,003.16
LV41088	Toyota Hilux 4x4 SC KN1607BQ	DIK	LIV	1-Aug-08	24,442.00	24,442.00	6,110.50	24,442.00	18,331.50
MC41005	Quad Motor Bike - TRX350FM	DIK	LIV	18-Sep-02	5,286.29	5,286.29	5,286.29	3,956.14	0.00
MC41007	Honda Fourtrax - TRX250TM	DIK	LIV	1-Feb-04	7,528.87	7,528.87	7,528.87	7,122.92	0.00
MC41016	FAMARU Quad - Model XY150ST	DIK	LIV	1-Oct-06	0.00	0.00	0.00	0.00	0.00
MC41018	Famaru Quad - Model XY150ST	DIK	LIV	31-Mar-06	3,297.17	3,297.17	3,297.17	3,297.17	0.00
MC41022	Honda Quad - Model TRX250TM	DIK	LIV	27-Sep-06	5,213.60	5,213.60	5,213.60	5,213.60	0.00
MC41024	Honda Quad - Model TRX250TM	DIK	LIV	27-Sep-06	5,213.60	5,213.60	5,213.60	5,213.60	0.00
MC41026	Honda Quad - Model TRX250TM	DIK	LIV	27-Sep-06	5,213.61	5,213.61	5,213.61	5,213.61	0.00
MC41030	Honda FourTrax Model TRX250TM	DIK	LIV	1-Dec-06	4,946.63	4,946.63	4,810.19	4,946.63	136.44
MC41035	Honda FourTrax - TRX250-TM	DIK	LIV	4-Sep-07	4,115.66	4,115.66	2,515.63	4,115.66	1,600.03
MC41036	Quad Bike - Honda TRX250TM	DIK	LIV	12-Oct-07	4,715.84	4,715.84	2,882.48	4,715.84	1,833.36
MC41040	Quad Honda 4 trax 250cc	DIK	LIV	1-Mar-08	4,869.27	4,869.27	2,705.68	4,869.27	2,163.59
MC41041	Honda Quad Bike TRX250TM	DIK	LIV	30-Apr-08	4,758.52	4,758.52	2,384.14	4,758.52	2,374.38
MC41042	Honda Quad Bike TRX250TM	DIK	LIV	30-Apr-08	4,758.52	4,758.52	2,384.14	4,758.52	2,374.38
MC41045	Honda Quad Bike TRX250TM	DIK	LIV	30-Apr-08	4,758.52	4,758.52	2,384.14	4,758.52	2,374.38
MC41029	Honda Quad - Model TRX25TM	DIK	LIV	26-Sep-06	5,602.99	5,602.99	5,602.99	5,602.99	0.00

Light Vehicle Total 1,154,309.50 1,169,639.50 911,112.52 1,166,584.59 258,526.98

EP41001	Environmental Impact Assessment	DIK	OFE	26-Nov-03	40,408.12	40,408.12	40,408.12	35,796.39	0.00
EP41004	FINANCE PHASE II - 9109 C998	DIK	OFE	20-Sep-04	153,010.04	162,721.40	162,721.40	153,010.04	0.00
EP41005	LEGAL FEES PHASE II 9109 C999	DIK	OFE	20-Sep-04	17,968.07	19,108.48	19,108.48	17,968.07	0.00
ME41002	Sabre Mars Pro - Oximeter	DIK	OFE	26-Oct-02	1,000.00	1,000.00	1,000.00	849.06	0.00
ME41003	Ventilator Model 706H	DIK	OFE	26-Oct-02	1,000.00	1,000.00	1,000.00	849.06	0.00
OE41012	Vertical Geo Piling Cabinets	DIK	OFE	26-Oct-02	1,219.40	1,219.40	1,219.40	1,035.34	0.00
OE41015	Office Equipment-JHB Office	DIK	OFE	1-Sep-04	8,521.71	8,521.71	8,521.71	8,521.71	0.00
OE41043	Office Safe - 144 Litre	DIK	OFE	18-Sep-02	466.39	466.39	466.39	395.99	0.00
OE41045	Office Safe - 144 Litre	DIK	OFE	18-Sep-02	466.39	466.39	466.39	395.99	0.00
OE41047	Television - DSTV	DIK	OFE	8-Feb-03	1,450.00	1,450.00	1,450.00	1,085.15	0.00
OE41052	Television - Daewoo 73cm	DIK	OFE	27-Aug-02	357.21	357.21	357.21	267.33	0.00
OE41053	Shredder (On Order)	DIK	OFE	9-Jul-03	0.00	903.00	903.00	0.00	0.00
OE41122	Plotter	DIK	OFE	16-Dec-03	6,788.17	6,788.17	6,788.17	6,135.45	0.00
OE41123	Environmental Equipment Dik	DIK	OFE	1-Jun-05	4,489.01	4,489.01	4,489.01	4,489.01	0.00
OE41124	Air Condit.comm.room - Libbert	DIK	OFE	1-Jun-06	20,903.09	20,903.09	20,903.09	20,903.09	0.00
OE41125	Stove Oven Combo	KIL	OFE	1-Jan-07	897.24	897.24	847.56	897.24	49.68
OE41126	Office Desks VB7938	DIK	OFE	30-Apr-08	6,280.00	6,280.00	3,146.44	6,280.00	3,133.56
OE41126A	Office Chairs	DIK	OFE	30-Apr-08	2,800.00	2,800.00	1,402.87	2,800.00	1,397.13
OE41128	Melamine Desk&Pedist for Store	DIK	OFE	1-Jun-08	1,848.36	1,848.36	873.00	1,848.36	975.36
OE41129	Miscellaneous Store Off Equipmt	DIK	OFE	1-Jun-08	1,172.11	1,172.11	553.61	1,172.11	618.50
OE41130	Melamine 4 Dnw Desk 1600x1200	DIK	OFE	1-Jun-08	2,297.69	2,297.69	1,085.23	2,297.69	1,212.46
OE41131	Miscellaneous HR Off Equipment	DIK	OFE	1-Jun-08	3,926.08	3,926.08	1,854.36	3,926.08	2,071.72
OE41132	Table Wooden Frame TB005-A	KIL	OFE	1-Feb-09	7,688.70	7,688.70	1,922.55	7,688.70	5,766.15

BM41017	Upgrade Isolator /Br	DIK	PEF	20-Sep-04	928.29	7,705.33	6,935.63	928.29	769.70
BM41018	Remove Drives & Isol	DIK	PEF	20-Sep-04	612.21	612.21	612.21	612.21	0.00
BM41019	90KW 4 pole mount B X 2 PO1163	DIK	PEF	20-Sep-04	14,180.64	14,180.64	14,180.64	14,180.64	0.00
BM41020	Refurbish 750Kw 330 x1 PO11780	DIK	PEF	20-Sep-04	17,438.19	17,438.19	17,438.19	17,438.19	0.00
BM41021	Refurbish 750Kw 330 x1 PO11780	DIK	PEF	20-Sep-04	17,317.17	17,317.17	17,317.17	17,317.17	0.00
BM41022	Ball Mill Liners & Liners	DIK	PEF	1-Jun-05	59,014.14	59,014.14	52,129.16	59,014.14	6,884.98
CA41001	60ACD01-Instrument Air Dryer F	DIK	PEF	20-Sep-04	1,562.81	1,562.00	1,562.00	1,562.81	0.00
CA41002	60ARC01-PLANT AIR RECEIVER	DIK	PEF	20-Sep-04	1,650.91	1,755.69	1,755.69	1,650.91	0.00
CA41003	60ARC02-MILL AIR RECEIVER	DIK	PEF	20-Sep-04	1,650.91	1,755.69	1,755.69	1,650.91	0.00
CA41004	60ARC03-Instrument Air Receive	DIK	PEF	20-Sep-04	1,031.63	1,097.11	1,097.11	1,031.63	0.00
CA41005	20LAU01-Cyclone Underflow Laun	DIK	PEF	20-Sep-04	2,388.98	2,540.61	2,540.61	2,388.98	0.00
CA41006	60ARC04-Concentrate Filter Air	DIK	PEF	20-Sep-04	6,658.77	7,081.39	7,081.39	6,658.77	0.00
CA41007	60ARC05-Concentrate Filter Air	DIK	PEF	20-Sep-04	6,658.77	7,081.39	7,081.39	6,658.77	0.00
CA41007A	60ARC06-Concentrate Filter Air	DIK	PEF	20-Sep-04	6,658.77	7,081.39	7,081.39	6,658.77	0.00
CA41008	60ARC07-Concentrate Filter Air	DIK	PEF	20-Sep-04	6,658.77	7,081.39	7,081.39	6,658.77	0.00
CA41009	60ARC08-Concentrate Filter Air	DIK	PEF	20-Sep-04	6,658.77	7,081.39	7,081.39	6,658.77	0.00
CA41010	60BLW01-FLOTATION AIR BLOWER	DIK	PEF	20-Sep-04	6,168.12	6,559.60	6,559.60	6,168.12	0.00
CA41011	60BLW02-FLOTATION AIR BLOWER	DIK	PEF	20-Sep-04	11,637.61	12,376.23	12,376.23	11,637.61	0.00
CA41013	60CMP01-Atlas Copco GA37-10 Co	DIK	PEF	20-Sep-04	18,521.03	19,696.54	19,696.54	18,521.03	0.00
CA41014	60CMP02-Atlas Copco GA37-10 Co	DIK	PEF	20-Sep-04	18,521.03	19,696.54	19,696.54	18,521.03	0.00
CA41015	60CMP03-Atlas Copco GA37-10 Co	DIK	PEF	20-Sep-04	18,521.03	19,696.54	19,696.54	18,521.03	0.00
CA41016	60FIL01-COMPRESSED AIR FILTERS	DIK	PEF	20-Sep-04	791.55	841.79	841.79	791.55	0.00
CA41017	60FIL02-COMPRESSED AIR FILTERS	DIK	PEF	20-Sep-04	791.55	841.79	841.79	791.55	0.00
CA41018	60FIL03-INSTRUMENT AIR FILTER	DIK	PEF	20-Sep-04	477.69	508.01	508.01	477.69	0.00
CA41019	60PMP03-Gland Water Pump Model	DIK	PEF	20-Sep-04	1,710.65	1,819.22	1,819.22	1,710.65	0.00
CA41020	60PMP04-Gland Water Pump Model	DIK	PEF	20-Sep-04	1,710.65	1,819.22	1,819.22	1,710.65	0.00
CA41021	60PMP05-Process Water Pump - K	DIK	PEF	20-Sep-04	6,051.41	6,435.49	6,435.49	6,051.41	0.00
CA41022	60PMP06-Process Water Pump - K	DIK	PEF	20-Sep-04	6,051.41	6,435.49	6,435.49	6,051.41	0.00
CA41023	60PMP07-TAILINGS DAM RETURN WA	DIK	PEF	20-Sep-04	5,701.35	6,063.21	6,063.21	5,701.35	0.00
CA41024	60PRV01-AIR PRESSURE REDUCING	DIK	PEF	20-Sep-04	1,091.48	1,160.75	1,160.75	1,091.48	0.00
CA41025	60PRV02-AIR PRESSURE REDUCING	DIK	PEF	20-Sep-04	1,790.73	1,904.39	1,904.39	1,790.73	0.00
CA41026	Power Volt AMP, KWH, KW	DIK	PEF	1-Sep-05	10,264.00	10,264.00	8,553.34	10,264.00	1,710.66
CA41027	Water Supply-Pum-Process Plant	DIK	PEF	31-Mar-06	7,154.41	7,154.41	5,131.17	7,154.41	2,023.24
CC41001	HT Indoor swiftgear Auto	DIK	PEF	20-Sep-04	98,764.11	98,764.11	98,764.11	98,764.11	0.00
CC41002	HT Outdoor Switch gear AUTO	DIK	PEF	20-Sep-04	3,931.94	3,931.94	3,931.94	3,931.94	0.00
CC41003	Transformers Auto	DIK	PEF	20-Sep-04	56,215.77	56,215.77	56,215.77	56,215.77	0.00
CC41004	Motor Control center Auto	DIK	PEF	20-Sep-04	278,485.45	278,485.45	278,485.45	278,485.45	0.00
CC41005	Cabling - Instrumentation Atuo	DIK	PEF	20-Sep-04	24,719.50	24,719.50	24,719.50	24,719.50	0.00
CC41006	Cabling HT Atuo	DIK	PEF	20-Sep-04	39,195.69	39,195.69	39,195.69	39,195.69	0.00
CC41007	Cabling LT Auto	DIK	PEF	20-Sep-04	110,107.75	110,107.75	110,107.75	110,107.75	0.00
CC41008	LT Switchgear (Stop Starts CCG	DIK	PEF	20-Sep-04	27,559.67	27,559.67	27,559.67	27,559.67	0.00
CC41009	Cable racking Auto	DIK	PEF	20-Sep-04	88,620.30	88,620.30	88,620.30	88,620.30	0.00
CC41010	Drive controllers - VSD' Softs	DIK	PEF	20-Sep-04	215,192.92	215,192.92	215,192.92	215,192.92	0.00
CC41011	Scada Auto	DIK	PEF	20-Sep-04	42,575.96	42,575.96	42,575.96	42,575.96	0.00
CC41012	PLC's Auto	DIK	PEF	20-Sep-04	74,958.95	74,958.95	74,958.95	74,958.95	0.00
CC41013	Instrumentation - Equipment	DIK	PEF	20-Sep-04	54,879.26	54,879.26	54,879.26	54,879.26	0.00
CC41014	Instrumentation Accessories	DIK	PEF	20-Sep-04	8,310.96	8,310.96	8,310.96	8,310.96	0.00
CC41015	Air Conditioners	DIK	PEF	20-Sep-04	15,580.36	15,580.36	15,580.36	15,580.36	0.00
CC41016	Earthing	DIK	PEF	20-Sep-04	10,053.03	10,053.03	10,053.03	10,053.03	0.00
CC41017	Re-Furbishment and	DIK	PEF	20-Sep-04	12,238.09	12,238.09	12,238.09	12,238.09	0.00
CC41018	Scada Licence	DIK	PEF	20-Sep-04	6,761.53	6,761.53	6,761.53	6,761.53	0.00
CH41001	40ACT01-Concentrate Stock Agit	DIK	PEF	20-Sep-04	18,994.40	20,199.95	20,199.95	18,994.40	0.00
CH41002	40BIN01-CONCENTRATE BIN	DIK	PEF	20-Sep-04	16,591.33	17,644.36	17,644.36	16,591.33	0.00
CH41003	40CVR01-CONCENTRATE BAG ROLLER	DIK	PEF	20-Sep-04	12,326.98	13,109.36	13,109.36	12,326.98	0.00
CH41004	40FDS01-CONCENTRATE SCREW FEED	DIK	PEF	20-Sep-04	1,537.55	1,635.14	1,635.14	1,537.55	0.00
CH41005	40FIL01-CONCENTRATE FILTER	DIK	PEF	20-Sep-04	152,934.66	162,641.24	162,641.24	152,934.66	0.00
CH41006	40PMP01-Thickener Underflow Pu	DIK	PEF	20-Sep-04	11,241.20	11,954.67	11,954.67	11,241.20	0.00
CH41007	40PMP02-Cons Handling Floor Pu	DIK	PEF	20-Sep-04	3,764.25	4,003.16	4,003.16	3,764.25	0.00
CH41008	40PMP03-Filter Feed - Waman -	DIK	PEF	20-Sep-04	7,649.71	8,135.23	8,135.23	7,649.71	0.00
CH41009	40PMP04-THICKENER O/F PUMP	DIK	PEF	20-Sep-04	3,299.16	3,508.55	3,508.55	3,299.16	0.00
CH41010	40SAM01-Total Concentrate Samp	DIK	PEF	20-Sep-04	17,941.74	19,080.48	19,080.48	17,941.74	0.00
CH41011	40THK01-FLOTATION CONCENTRATE	DIK	PEF	20-Sep-04	78,480.59	83,461.66	83,461.66	78,480.59	0.00
CH41012	40WSC01-CONCENTRATE WEIGH SCAL	DIK	PEF	20-Sep-04	833.37	886.26	886.26	833.37	0.00
CH41013	40 XMM 01-Cyclone Muffler	DIK	PEF	20-Sep-04	819.85	871.88	871.88	819.85	0.00
CH41014	Surface Mounted Road Weighbrid	DIK	PEF	1-Feb-05	67,485.58	71,768.81	71,768.81	67,485.58	0.00
CP41001	Primary Crusher	DIK	PEF	26-Oct-02	711,520.33	711,520.33	701,509.50	657,820.68	10,010.83
CP41002	Secondary Crusher	DIK	PEF	26-Oct-02	171,701.69	279,682.69	222,591.67	158,743.07	57,071.02
CP41003	Tertiary Crusher	DIK	PEF	26-Oct-02	189,499.05	189,499.05	186,832.86	175,197.23	2,665.19
CP41004	Capt Exp. Post Stage 1 Dikulus	DIK	PEF	26-Nov-03	17,578.55	17,578.55	17,578.55	15,572.33	0.00
CP41005	Capital Spares Float Plant	DIK	PEF	20-Sep-04	45,745.65	48,649.07	48,649.07	45,745.65	0.00
EP41002	DESIGN & COSTING PHII	DIK	PEF	26-Nov-03	144,189.17	144,189.17	144,189.17	131,849.53	0.00
EP41003	ECM-PHASE II MDM	DIK	PEF	20-Sep-04	426,436.97	453,502.40	453,502.40	426,436.97	0.00
EW41013	Ground Water Bore Holes - Pit	DIK	PEF	1-Nov-06	53,195.63	53,195.63	19,948.35	53,195.63	33,247.28
FP41001	Woodlawn Flotation Plant	DIK	PEF	20-Sep-04	268,289.41	321,404.27	321,404.27	268,289.41	0.00
FP41002	30AGT01-Conditioner Agitators	DIK	PEF	20-Sep-04	2,842.56	3,405.32	3,405.32	2,842.56	0.00
FP41003	30AGT02-Conditioner Agitators	DIK	PEF	20-Sep-04	2,842.56	3,405.32	3,405.32	2,842.56	0.00
FP41004	30AGT03-Conditioner Agitators	DIK	PEF	20-Sep-04	2,842.56	3,405.32	3,405.32	2,842.56	0.00
FP41005	30DNV01-FLOT TAIL DOUBLE NON	DIK	PEF	20-Sep-04	10,637.46	12,743.42	12,743.42	10,637.46	0.00
FP41006	30FLC01-ROUGHER 1 FLOTATION CE	DIK	PEF	20-Sep-04	8,686.91	10,406.71	10,406.71	8,686.91	0.00
FP41007	30FLC02-ROUGHER 1 FLOTATION CE	DIK	PEF	20-Sep-04	8,686.89	10,406.69	10,406.69	8,686.89	0.00
FP41008	30FLC03-ROUGHER 1 FLOTATION CE	DIK	PEF	20-Sep-04	8,686.89	10,406.69	10,406.69	8,686.89	0.00
FP41009	30FLC04-ROUGHER 1 FLOTATION CE	DIK	PEF	20-Sep-04	8,686.89	10,406.69	10,406.69	8,686.89	0.00
FP41010	30FLC05-ROUGHER 1 FLOTATION CE	DIK	PEF	20-Sep-04	8,686.89	10,406.69	10,406.69	8,686.89	0.00
FP41011	30FLC06-ROUGHER 1 FLOTATION CE	DIK	PEF	20-Sep-04	8,686.89	10,406.69	10,406.69	8,686.89	0.00
FP41012	30FLC07-ROUGHER 2 FLOTATION CE	DIK	PEF	20-Sep-04	39,507.75	47,329.34	47,329.34	39,507.75	0.00
FP41013	30FLC08-ROUGHER 2 FLOTATION CE	DIK	PEF	20-Sep-04	39,507.75	47,329.34	47,329.34	39,507.75	0.00
FP41014	30FLC09-ROUGHER 2 FLOTATION CE	DIK	PEF	20-Sep-04	39,507.75	47,329.34	47,329.34	39,507.75	0.00
FP41015	30FLC10-ROUGHER 2 FLOTATION CE	DIK	PEF	20-Sep-04	39,507.75	47,329.34	47,329.34	39,507.75	0.00
FP41016	30FLC11-CLEANER 1 FLOTATION CE	DIK	PEF	20-Sep-04	2,871.55	3,440.05	3,440.05	2,871.55	0.00
FP41017	30FLC12-CLEANER 1 FLOTATION CE	DIK	PEF	20-Sep-04	2,871.55	3,440.05	3,440.05	2,871.55	0.00
FP41018	30FLC13-CLEANER 1 FLOTATION CE	DIK	PEF	20-Sep-04	2,871.55	3,440.05	3,440.05	2,871.55	0.00
FP41019	30FLC14-CLEANER 1 FLOTATION CE	DIK	PEF	20-Sep-04	2,871.55	3,440.05	3,440.05	2,871.55	0.00
FP41020	30FLC15-CLEANER 1 FLOTATION CE	DIK</							

FP41046	30SMP07-TOTAL FLOTATION CONC S	DIK	PEF	20-Sep-04	3,562.04	4,267.24	4,267.24	3,562.04	0.00
FP41047	30TNK01-CONDITIONER TANK 1	DIK	PEF	20-Sep-04	5,484.38	6,570.16	6,570.16	5,484.38	0.00
FP41048	30TNK02-CONDITIONER TANK 2	DIK	PEF	20-Sep-04	5,518.33	6,610.83	6,610.83	5,518.33	0.00
FP41049	30TNK03-CONDITIONER TANK 3	DIK	PEF	20-Sep-04	5,484.38	6,570.16	6,570.16	5,484.38	0.00
FP41050	Vibramech J40740 Screen	DIK	PEF	1-Feb-05	27,732.16	33,222.46	33,222.46	27,732.16	0.00
FP41051	Rougher 1 Launder s	DIK	PEF	20-Sep-04	2,543.09	2,543.09	2,543.09	2,543.09	0.00
FP41052	Rougher 1 Launder s	DIK	PEF	20-Sep-04	3,333.07	3,333.07	3,333.07	3,333.07	0.00
FP41053	Rougher Launder 1 &	DIK	PEF	20-Sep-04	2,104.82	2,104.82	2,104.82	2,104.82	0.00
FP41054	Rougher Launder 3 &	DIK	PEF	20-Sep-04	2,104.83	2,104.83	2,104.83	2,104.83	0.00
FP41055	Cleaner Launder 12	DIK	PEF	20-Sep-04	2,485.51	2,485.51	2,485.51	2,485.51	0.00
GS41056	Kilo Electrical Hoist, 15MTR D	DIK	PEF	1-Jun-05	8,254.99	8,254.99	7,291.91	8,254.99	963.08
GS41013	90GNR01-GENERATOR	DIK	PEF	20-Sep-04	176,632.44	303,461.46	303,461.46	176,632.44	0.00
GS41014	90GNR02-GENERATOR	DIK	PEF	20-Sep-04	176,632.44	303,461.46	303,461.46	176,632.44	0.00
GS41015	90GNR03-GENERATOR	DIK	PEF	20-Sep-04	176,632.44	303,461.46	303,461.46	176,632.44	0.00
GS41016	90GNR04-GENERATOR	DIK	PEF	20-Sep-04	176,632.44	303,461.46	303,461.46	176,632.44	0.00
GS41021	Power House 3 MVA Transformer	DIK	PEF	20-Sep-04	44,406.83	44,406.83	44,406.83	44,406.83	0.00
GS41022	Donaldson Air Intake Filters f	DIK	PEF	1-Sep-05	27,864.95	27,864.95	23,220.79	27,864.95	4,644.16
GS41023	VTR 251 Turbo Charger (Spare f	DIK	PEF	1-Sep-05	41,504.75	41,504.75	34,587.29	41,504.75	6,917.46
GS41025	Genset - Marlees ESL8 MK2	DIK	PEF	1-Nov-06	181,881.78	181,881.78	113,172.92	181,881.78	68,708.86
GS41027	Genset - PGS 1600 Caterpillar	DIK	PEF	29-Oct-07	429,331.97	429,331.97	157,421.71	429,331.97	271,910.26
GS41028	750Kva mini-substation for UOG	UNO	PEF	1-Nov-07	59,581.28	59,581.28	21,846.48	59,581.28	37,734.80
GS41029	11 KV Overhead line conversion	DIK	PEF	1-Jan-09	121,112.45	0.00	0.00	121,112.45	0.00
GS41030	630 KVA Mini sub station	DIK	PEF	1-Jan-09	101,111.16	0.00	0.00	101,111.16	0.00
MP41020	Concentrate Bagging Tank	DIK	PEF	16-Apr-03	13,854.78	13,854.78	13,659.86	12,809.14	154.92
PH41001	Engin & Genset Control System	DIK	PEF	1-Jun-06	346,369.61	346,369.61	236,685.90	346,369.61	109,683.71
PH41002	Power Factor Correction Capacit	DIK	PEF	1-Jan-07	52,278.67	52,278.67	29,624.57	52,278.67	22,654.10
PL41001	Power Line - Borefield	DIK	PEF	26-Oct-02	10,200.00	10,200.00	10,200.00	8,660.38	0.00
PL41002	Power Line - Camp	DIK	PEF	26-Oct-02	12,000.00	12,000.00	12,000.00	10,188.68	0.00
PL41003	Power Line - Reticulation	DIK	PEF	26-Oct-02	22,050.00	22,050.00	22,050.00	18,721.70	0.00
RE41001	50AGT01-COLLECTOR MIX TANK AGI	DIK	PEF	20-Sep-04	2,097.46	2,230.58	2,230.58	2,097.46	0.00
RE41002	50AGT02-SULPHIDISER MIX TANK A	DIK	PEF	20-Sep-04	2,097.47	2,230.59	2,230.59	2,097.47	0.00
RE41003	50AGT03-Flocculant Mix Agitator	DIK	PEF	20-Sep-04	1,204.27	1,280.70	1,280.70	1,204.27	0.00
RE41004	50BBR01-SULPHIDISER BAG BREAKER	DIK	PEF	20-Sep-04	1,326.52	1,410.71	1,410.71	1,326.52	0.00
RE41005	50CHT01-COLLECTOR BAG BREAKER	DIK	PEF	20-Sep-04	1,405.46	1,494.66	1,494.66	1,405.46	0.00
RE41006	50DTP01-COLLECTOR DRUM TIPPER	DIK	PEF	20-Sep-04	1,472.78	1,566.26	1,566.26	1,472.78	0.00
RE41007	50HST01-Collector Hoist SCP-S1	DIK	PEF	20-Sep-04	1,563.87	1,663.13	1,663.13	1,563.87	0.00
RE41008	50MXR01-FLOCCULANT IN LINE MIX	DIK	PEF	20-Sep-04	638.72	679.26	679.26	638.72	0.00
RE41009	50MPM01-COLLECTOR TRANSFER PUM	DIK	PEF	20-Sep-04	519.99	552.99	552.99	519.99	0.00
RE41010	50MPM02-Collector Dosing Pump	DIK	PEF	20-Sep-04	3,041.13	3,234.15	3,234.15	3,041.13	0.00
RE41011	50MPM03-Collector Dosing Pump	DIK	PEF	20-Sep-04	3,041.13	3,234.15	3,234.15	3,041.13	0.00
RE41012	50MPM04-Collector Dosing Pump	DIK	PEF	20-Sep-04	3,041.13	3,234.15	3,234.15	3,041.13	0.00
RE41013	50MPM05-Sulphidiser Transfer P	DIK	PEF	20-Sep-04	519.99	552.99	552.99	519.99	0.00
RE41014	50MPM06-Sulphidiser Dosing Pum	DIK	PEF	20-Sep-04	528.17	561.69	561.69	528.17	0.00
RE41015	50MPM07-Sulphidiser Dosing Pum	DIK	PEF	20-Sep-04	528.17	561.69	561.69	528.17	0.00
RE41016	50MPM08-Frother Drum Pump PFP4	DIK	PEF	20-Sep-04	936.81	996.27	996.27	936.81	0.00
RE41017	50MPM09-Frother Dosing Pump -	DIK	PEF	20-Sep-04	2,926.84	3,112.60	3,112.60	2,926.84	0.00
RE41018	50MPM10-Frother Dosing Pump -	DIK	PEF	20-Sep-04	2,926.84	3,112.60	3,112.60	2,926.84	0.00
RE41019	50MPM11-Frother Dosing Pump -	DIK	PEF	20-Sep-04	2,926.84	3,112.60	3,112.60	2,926.84	0.00
RE41020	50MPM12-Flocculant Mixing Pump	DIK	PEF	20-Sep-04	2,445.16	2,600.35	2,600.35	2,445.16	0.00
RE41021	50MPM13-Flocculant Dosing Pump	DIK	PEF	20-Sep-04	2,082.75	2,214.94	2,214.94	2,082.75	0.00
RE41022	50MPM14-Flotation Reagent Floo	DIK	PEF	20-Sep-04	3,764.27	4,003.18	4,003.18	3,764.27	0.00
RE41023	50TNK01-COLLECTOR MIX TANK	DIK	PEF	20-Sep-04	2,013.14	5,035.68	4,744.12	2,013.14	291.56
RE41024	50TNK02-COLLECTOR STOCK TANK	DIK	PEF	20-Sep-04	2,415.43	2,568.73	2,568.73	2,415.43	0.00
RE41025	50TNK03-SULPHIDISER MIX TANK	DIK	PEF	20-Sep-04	8,354.70	8,884.96	8,884.96	8,354.70	0.00
RE41026	50TNK04-SULPHIDISER STOCK TANK	DIK	PEF	20-Sep-04	13,027.72	13,854.57	13,854.57	13,027.72	0.00
RE41027	50TNK05-FROTHER STOCK TANK	DIK	PEF	20-Sep-04	2,860.15	3,041.68	3,041.68	2,860.15	0.00
RE41028	50TNK06-FLOCCULANT MIX TANK	DIK	PEF	20-Sep-04	847.87	901.68	901.68	847.87	0.00
TD41002	Tailings Dam	DIK	PEF	20-Sep-04	368,277.35	400,366.35	400,366.35	368,277.35	0.00
TD41004	Tailings Dam # 03	DIK	PEF	1-Apr-07	1,141,279.63	1,141,279.63	504,065.30	1,141,279.63	637,214.63
TD41005	Tailing storage facility 2008	UNO	PEF	1-Apr-09	170,078.66	170,078.66	10,842.51	170,078.66	159,236.15
TK41001	Diesel Fuel Tank - No. 1	DIK	PEF	26-Oct-02	6,854.50	6,854.50	6,854.50	5,819.86	0.00
TK41002	Diesel Fuel Tank - No. 2	DIK	PEF	26-Oct-02	6,854.50	6,854.50	6,854.50	5,819.86	0.00
TK41003	Diesel Fuel Tank - No. 3	DIK	PEF	26-Oct-02	6,854.50	6,854.50	6,854.50	5,819.86	0.00
TK41004	Diesel Fuel Tank - No. 4	DIK	PEF	26-Oct-02	6,854.50	6,854.50	6,854.50	5,819.86	0.00
TK41005	Diesel Fuel Tank - No. 5	DIK	PEF	26-Oct-02	6,854.50	6,854.50	6,854.50	5,819.86	0.00
TK41006	Diesel Fuel Tank - No. 6	DIK	PEF	26-Oct-02	6,854.50	6,854.50	6,854.50	5,819.86	0.00
TK41007	Fuel Motors Burkert	DIK	PEF	20-Sep-04	3,273.34	3,273.34	3,273.34	3,273.34	0.00
TK41008	248kl Diesel Tank	DIK	PEF	31-Dec-05	32,272.47	32,272.47	24,759.55	32,272.47	7,512.91
EW41002	Kilwa/Dikulushi Road Works	DIK	PEF	26-Oct-02	271,885.12	271,885.12	235,773.44	251,365.49	36,111.68
EW41003	AEL Sdo Civils	DIK	PEF	26-Oct-02	3,108.00	3,108.00	2,695.20	2,873.43	412.80
EW41004	Dikulushi - Kilwa Road Upgrade	DIK	PEF	7-Jul-03	0.00	178,971.94	152,306.51	0.00	26,665.43
EW41005	Earthworks PHASE II	DIK	PEF	20-Sep-04	32,073.89	34,109.58	34,109.58	32,073.89	0.00
EW41007	Flotation Plant Civils	DIK	PEF	20-Sep-04	183,590.52	1,309,490.65	1,309,490.65	183,590.52	0.00
PF41001	Kilwa Barge Ramp Civils	KIL	PEF	26-Oct-02	30,000.00	30,000.00	29,577.91	27,735.85	422.09
PF41002	Kilwa Barge Ramp Upgrade	KIL	PEF	9-Jul-03	0.00	25,312.80	24,547.28	0.00	765.52
FL41006	Re-Routing of O.H. Power Line	DIK	PEF	31-Dec-05	41,282.26	41,282.26	31,671.91	41,282.26	9,610.35
TD41001	Tailings Dam Construction	DIK	PEF	26-Oct-02	136,094.54	136,094.54	134,179.74	125,823.25	1,914.80
TD41003	NEW TAILINGS DAM # No.02	DIK	PEF	27-Oct-05	178,700.10	178,700.10	110,870.93	178,700.10	67,829.17
Fixed Plant Total					9,535,710.08	11,793,499.14	10,216,149.95	9,393,181.77	1,577,349.19
CM41005	Concrete Mixer No.3-Winget400R	DIK	PEM	1-Jun-06	22,636.71	22,636.71	20,249.66	22,636.71	2,387.05
CM41006	Benford TS 25 Concrete Dumper	KIL	PEM	31-Dec-06	11,547.85	11,547.85	10,918.82	11,547.85	629.03
CM41010	100L Concrete Mixer-Undergroun	DIK	PEM	1-Sep-07	2,800.00	2,800.00	1,711.45	2,800.00	1,088.55
CR41001	Crane - 45 Tonne Crane Mobile	DIK	PEM	26-Oct-02	45,000.00	45,000.00	45,000.00	38,207.55	0.00
CR41002	Crane - 1995 Lorain LRT230E	DIK	PEM	31-Mar-06	127,833.35	127,833.35	118,683.17	127,833.35	9,150.18
DT41012	BELL ADT 820 2000 TB214	DIK	PEM	1-Nov-04	40,734.53	40,734.53	40,734.53	40,734.53	0.00
DT41014	Bell 825C ADT(ID#TB309)	DIK	PEM	1-Jan-05	39,724.58	39,724.58	39,724.58	39,724.58	0.00
DT41018	Mine Truck - MT 435B -33 U/G	DIK	PEM	2-Jan-08	666,844.67	666,844.67	407,000.03	666,844.67	259,844.64
DZ41002	CAT D8N DOZER	DIK	PEM	1-Nov-04	264,494.14	355,757.59	355,757.59	264,494.14	0.00
EX41004	Hitachi Zx500 Excavator	DIK	PEM	15-Dec-04	456,903.33	456,903.33	445,118.66	456,903.33	11,784.67
EX41005	PC300-6 Komatsu Excavator	DIK	PEM	1-Feb-05	61,793.79	61,79			

CM41007	150 Litre cement mixer-1	DIK	PEM	1-May-07	3,175.02	3,175.02	2,381.26	3,175.02	793.76
CM41008	150 Litres cement mixer-2	DIK	PEM	1-May-07	3,175.01	3,175.01	2,381.26	3,175.01	793.75
CM41009	Cement mixer winglet 400R	DIK	PEM	16-Jul-07	18,754.58	18,754.58	12,124.94	18,754.58	6,629.64
DR41004	Drill Rig - Axera 5 - 125 Jambo	DIK	PEM	1-Aug-06	524,157.68	524,157.68	407,733.52	524,157.68	116,424.16
DR41005	Drill Rig - AXERA 6-226 Hydrau	DIK	PEM	1-Aug-06	649,403.45	649,403.45	505,160.11	649,403.45	144,243.34
DR41006	Drill Rig - Axera 6-226 Jumbo	DIK	PEM	1-Aug-07	758,900.00	758,900.00	569,288.84	758,900.00	189,611.16
DR41007	LM 75 Modular Diamond Drill Rig	DIK	PEM	1-Jul-08	432,712.61	432,712.61	192,355.17	432,712.61	240,357.44
DT41016	Dump Truck - EJC 533 18m3 LPT	DIK	PEM	1-Aug-06	601,092.40	601,092.40	467,579.77	601,092.40	133,512.63
DT41017	EJC 533 DUMP TRUCK	DIK	PEM	1-Jun-07	677,374.04	677,374.04	545,771.54	677,374.04	131,602.50
DT41019	Sandvik EJC533 TH430 Dump Truc	DIK	PEM	30-Apr-08	723,781.88	723,781.88	362,633.62	723,781.88	361,148.26
DZ41005	50 Tonne Hydraulic Press	DIK	PEM	25-Jun-08	7,418.57	7,418.57	3,339.02	7,418.57	4,079.55
FL41005	Belit 220A ForKlift	DIK	PEM	1-Mar-07	69,402.57	69,402.57	61,703.52	69,402.57	7,699.05
LO41005	Loader - Toro 007 LHD	DIK	PEM	1-Aug-06	447,629.96	447,629.96	348,203.88	447,629.96	99,426.08
LO41006	Loader - Toro 1400 LHD	DIK	PEM	1-Aug-06	795,558.88	795,558.88	618,851.99	795,558.88	176,706.89
LO41007	Loader - Toro 1400 LH dumper	DIK	PEM	1-Jun-07	897,263.19	897,263.19	722,939.91	897,263.19	174,323.28
CR41001A	Crane Spare PH II	DIK	PEM	20-Sep-04	58,903.72	58,903.72	58,903.72	58,903.72	0.00

Mobile Equipment Total 9,699,146.26 9,835,677.74 7,692,050.55 9,689,886.97 2,143,627.19

FC41004	Perimeter Fence for Dik Plant	DIK	PEN	1-Sep-05	22,085.48	22,085.48	11,502.87	22,085.48	10,582.61
FC41005	Fencing - Security Fence	DIK	PEN	31-Mar-06	23,109.05	23,109.05	10,358.69	23,109.05	12,750.36
GS41008	Gen Set - Petrol 5Kva	DIK	PEN	26-Oct-02	1,333.33	1,333.33	1,333.33	1,081.78	0.00
GS41010	Transformer - 500KVA	DIK	PEN	4-Jun-03	6,052.76	6,052.76	6,052.76	4,910.73	0.00
GS41011	Alternator - 400KVA Model M883	DIK	PEN	10-Jun-03	8,584.72	8,584.72	8,584.72	6,954.96	0.00
GS41024	Transformer-Kilohar/750Kw/3300	DIK	PEN	31-Mar-06	26,335.31	26,335.31	25,441.35	26,335.31	893.96
GS41026	Scania 375 kva - Ex AMC GS5003	KIL	PEN	1-Jan-07	1,090.98	1,090.98	1,090.98	1,090.98	242.32
GS41026A	Scania Genset Engine DC 1254	DIK	PEN	1-Mar-07	26,251.00	26,251.00	21,875.84	26,251.00	4,375.16
GS41131	Additional Generation capacity	DIK	PEN	1-Jan-09	7,501.33	7,501.33	2,084.12	7,501.33	5,417.21
LB41001	Lab Flotation system - 4 cells	DIK	PEN	1-Nov-06	13,885.58	13,885.58	13,885.58	13,885.58	0.00
LB41002	Red Mill with Stainless steel	DIK	PEN	1-Nov-06	8,612.09	8,612.09	8,612.09	8,612.09	0.00
LB41003	Wet/Dry Sieve Shaker -200mm di	DIK	PEN	1-Nov-06	985.26	985.26	985.26	985.26	0.00
LB41004	A & D Balance (400g)	DIK	PEN	1-Nov-06	2,320.58	2,320.58	2,320.58	2,320.58	0.00
LB41005	A & D Balance (6000g)	DIK	PEN	1-Nov-06	1,731.81	1,731.81	1,731.81	1,731.81	0.00
MP41017	Truck Scales - 35 Tonne	DIK	PEN	2-Oct-02	4,290.23	4,290.23	4,290.23	3,642.65	0.00
MP41018	Truck Scales - 35 Tonne	DIK	PEN	2-Oct-02	4,290.23	4,290.23	4,290.23	3,642.65	0.00
MP41019	Pump - Submersible Flygt 215HT	DIK	PEN	26-Apr-03	13,021.26	13,021.26	13,021.26	9,744.82	0.00
MP41021	Digitiser - Super L III	DIK	PEN	29-Apr-03	5,529.57	5,529.57	5,529.57	4,138.20	0.00
MP41027	Rock Breaker - C/W 847420	DIK	PEN	26-Oct-03	14,531.52	14,531.52	14,530.52	12,468.37	1.00
MP41028	Bowl Centrifuge for Diesel Fil	DIK	PEN	26-Nov-03	4,652.32	4,652.32	4,652.32	4,254.18	0.00
MP41030	Workshop Tools PH II	DIK	PEN	20-Sep-04	4,213.48	4,213.48	4,213.48	4,213.48	0.00
MP41030A	Expansion of Workshop - Mobil P	DIK	PEN	1-Nov-06	28,761.49	82,110.12	71,313.79	28,761.49	10,796.33
MP41031	Neptune 180 Bar Hot/Cold Press	DIK	PEN	1-Feb-05	6,983.36	6,983.36	6,983.36	6,983.36	0.00
MP41034	Fire Protection System	DIK	PEN	1-Jun-05	65,470.48	65,470.48	65,470.48	65,470.48	0.00
MP41034A	Fire Protection System Install	DIK	PEN	1-Nov-06	55,193.33	55,193.33	55,193.33	55,193.33	0.00
MP41035	Fire Fighting Equipment (Comple	DIK	PEN	1-Jun-05	9,327.17	9,327.17	9,327.17	9,327.17	0.00
MP41036	Environ Pollution Absorb kit	DIK	PEN	1-Sep-05	17,372.76	17,372.76	17,372.76	17,372.76	0.00
MP41037	Retractable Hose reels & Pumps	DIK	PEN	1-Sep-05	12,884.58	12,884.58	12,884.58	12,884.58	0.00
MP41039	Tramp Iron detection system	DIK	PEN	1-Sep-05	12,413.56	12,413.56	12,413.56	12,413.56	0.00
MP41040	Oil circulation & Jacking	DIK	PEN	1-Sep-05	52,207.39	52,207.39	52,207.39	52,207.39	0.00
MP41041	Gear Spray Lubrication	DIK	PEN	1-Sep-05	4,598.85	4,598.85	4,598.85	4,598.85	0.00
MP41075	[2] Washing Machines-OPSO Mode	DIK	PEN	1-Jun-06	12,331.80	12,331.80	12,331.80	12,331.80	0.00
MP41076	[2] Dryers - cissel Tumble	DIK	PEN	1-Jun-06	9,341.50	9,341.50	9,341.50	9,341.50	0.00
MP41077	3" SBM150 meter with counter 1	DIK	PEN	14-Jun-06	5,945.31	5,945.31	5,945.31	5,945.31	0.00
MP41078	3" SBM150 meter with counter 2	DIK	PEN	14-Jun-06	5,945.30	5,945.30	5,945.30	5,945.30	0.00
MP41080	Lawn Movers -Yamaha AG60 MT110	DIK	PEN	1-Mar-07	5,946.08	5,946.08	5,286.46	5,946.08	659.62
MP41082	Compressor -Ingersoll Rand-850	DIK	PEN	1-Mar-07	38,188.73	38,188.73	33,952.32	38,188.73	4,236.41
MP41083	Pumps - Submersible Dewatering	DIK	PEN	1-May-07	52,771.65	52,771.65	43,985.17	52,771.65	8,786.48
MP41084	Tooling for component rebuild	DIK	PEN	11-Jul-07	11,465.48	11,465.48	8,816.59	11,465.48	2,648.87
MP41087	Rowing machine-Gym equipment	DIK	PEN	26-Sep-07	1,820.85	1,820.85	1,112.96	1,820.85	707.89
MP41088	Bench press- Gym equipment	DIK	PEN	26-Sep-07	1,761.50	1,761.50	1,076.68	1,761.50	684.82
MP41089	Combination door-Gym equipment	DIK	PEN	26-Sep-07	1,250.34	1,250.34	764.24	1,250.34	486.10
MP41090	COA1010 Conv Oven-Kitchen equip	DIK	PEN	26-Sep-07	6,117.25	6,117.25	3,739.06	6,117.25	2,378.19
MP41091	Juice dispenser- Kitchen equip	DIK	PEN	26-Sep-07	1,294.34	1,294.34	791.14	1,294.34	503.20
MP41092	Juice dispenser-Kitchen equip	DIK	PEN	26-Sep-07	1,294.34	1,294.34	791.14	1,294.34	503.20
MP41093	Slicer-Kitchen Equipment	DIK	PEN	26-Sep-07	4,694.95	4,694.95	2,869.72	4,694.95	1,825.23
MP41094	2x20LT juice disp-Kitchen equip	DIK	PEN	26-Sep-07	2,173.84	2,173.84	1,328.73	2,173.84	845.11
MP41095	Portable Landing Light System	DIK	PEN	7-Dec-07	24,957.22	24,957.22	15,254.69	24,957.22	9,702.53
MP41097	Final Tailings Pump Box	DIK	PEN	23-Dec-07	52,601.17	52,601.17	32,151.59	52,601.17	20,449.58
MP41098	Atomic Absorption Spectr/AA 55B	DIK	PEN	23-Apr-07	27,694.92	27,694.92	16,928.05	27,694.92	10,766.86
MP41100	Easysort Spirometer 2201-48	DIK	PEN	13-Nov-07	2,959.70	2,959.70	1,809.05	2,959.70	1,150.64
MP41101	Closed Circuit Television-CCTV	DIK	PEN	23-Oct-07	30,800.00	30,800.00	18,825.99	30,800.00	11,974.01
MP41102	Underground lamp charger	DIK	PEN	30-Apr-08	5,298.90	5,298.90	2,654.89	5,298.90	2,644.01
MP41103	Vulcanizing press-conv belting	DIK	PEN	1-Mar-08	20,241.57	20,241.57	11,247.56	20,241.57	8,994.01
MP41104	Kombo Model Kitchenette- Camp	DIK	PEN	1-Jan-08	9,048.09	9,048.09	5,530.49	9,048.09	3,517.60
MP41105	Vin Service - Camp	DIK	PEN	1-Apr-08	2,060.51	2,060.51	1,087.70	2,060.51	972.81
MP41106	21" TV Screens	DIK	PEN	1-Mar-08	4,046.00	4,046.00	2,248.24	4,046.00	1,797.76
MP41107	Double Bed - Camp	DIK	PEN	1-Mar-08	7,595.91	7,595.91	4,220.80	7,595.91	3,375.11
MP41108	Fire Suppression Equipment	DIK	PEN	1-Jul-08	2,749.75	2,749.75	1,222.36	2,749.75	1,527.39
MP41109	Fire Suppression Equipment	DIK	PEN	1-Jul-08	2,749.76	2,749.76	1,222.36	2,749.76	1,527.40
MP41110	Fire Suppression Equipment	DIK	PEN	1-Jul-08	2,749.76	2,749.76	1,222.36	2,749.76	1,527.40
MP41111	Downhole Survey Camera	DIK	PEN	1-Jun-08	27,441.46	27,441.46	12,961.06	27,441.46	14,480.40
MP41112	Downhole Survey Camera	DIK	PEN	1-Jun-08	27,441.46	27,441.46	12,961.06	27,441.46	14,480.40
MP41113	Bamrick weighing core scale	DIK	PEN	1-Oct-08	1,123.14	1,123.14	405.65	1,123.14	717.49
MP41114	Lifeloc Alcohol Test SN3895-82	DIK	PEN	1-Jun-08	2,047.03	2,047.03	966.84	2,047.03	1,080.19
MP41116	Fan Mine 76KG 45KW-01	DIK	PEN	1-Sep-08	6,719.66	6,719.66	2,613.72	6,719.66	4,105.94
MP41117	Fan mine 76KG 45KW-02	DIK	PEN	1-Sep-08	6,719.66	6,719.66	2,613.72	6,719.66	4,105.94
MP41118	Fan Mine 76KG 45KW-03	DIK	PEN	1-Sep-08	6,719.66	6,719.66	2,613.72	6,719.66	4,105.94
MP41119	Fan Mine 76KG-04	DIK	PEN	1-Sep-08	6,719.66	6,719.66	2,613.72	6,719.66	4,105.94
MP41120	Fan Mine 76KG 45KW-05	DIK	PEN	1-Sep-08	6,719.66	6,719.66	2,613.72	6,719.66	4,105.94
MP41121	Fan Mine 100KG 75KW-01	DIK	PEN	1-Sep-08	9,326.75	9,326.75	3,627.79	9,326.75	5,698.96
MP41122	Fan Mine 100KG 75KW-02	DIK	PEN	1-Sep-08	9,326.75	9,326.75	3,627.79	9,326.75	5,698.96
MP41123	Fan Mine 100KG 75KW-03	DIK	PEN	1-Sep-08	9,326.75				

PM41117	Warman Pump SN:053919	UND	PEN	1-May-08	17,659.10	17,659.10	8,831.31	17,659.10	8,827.79
PM41118	Warman Pump SN: 053923	UND	PEN	1-May-08	17,659.10	17,659.10	8,831.31	17,659.10	8,827.79
WS41004	Raw Water Supply - Bore Hole	DIK	PEN	1-Jan-08	224,062.00	224,062.00	136,954.16	224,062.00	87,107.84
WS41004A	110 M HDPE Water Piping Plant	DIK	PEN	1-Nov-07	5,128.01	5,128.01	3,134.41	5,128.01	1,993.60
WS41005	HDPE Plastic pipe raw water tk	DIK	PEN	1-Nov-07	8,000.00	8,000.00	4,889.87	8,000.00	3,110.13
MP41025	Kelvinator Fridge Lockable	DIK	PEN	26-Oct-02	0.00	0.00	0.00	0.00	0.00
FC41001	Fencing - Plant Area	DIK	PEN	26-Oct-02	16,618.18	16,618.18	14,410.95	15,363.98	2,207.23
FC41002	Fencing - Camp Area	DIK	PEN	26-Oct-02	6,450.00	6,450.00	5,593.31	5,963.21	856.69
FC41003	Fencing - Perimeter	DIK	PEN	26-Oct-02	14,200.00	14,200.00	12,313.95	13,128.30	1,886.04
MP41008	Metal Lathe - Antonio Anselmi	DIK	PEN	26-Oct-02	8,462.00	8,462.00	8,462.00	6,332.77	0.00
MP41009	Upright Drill	DIK	PEN	26-Oct-02	910.00	910.00	910.00	681.02	0.00
MP41010	Pipe Threader - Rigid 535	DIK	PEN	26-Oct-02	6,818.00	6,818.00	6,818.00	5,102.44	0.00
MP41012	Scaffolding	DIK	PEN	26-Oct-02	9,489.00	9,489.00	9,489.00	7,101.35	0.00
MP41014	Insecticide Fogger - IGEBA TF3	DIK	PEN	23-May-02	2,001.48	2,001.48	2,001.48	1,497.86	0.00
MP41015	Shuttering - Concrete Work	DIK	PEN	26-Oct-02	18,182.00	18,182.00	18,182.00	13,607.00	0.00
MP41016	Load Cell Sensor -250Lbs 10-30	DIK	PEN	26-Oct-02	1,859.71	1,859.71	1,859.71	1,391.76	0.00
MP41029	Block Maker	DIK	PEN	1-Sep-04	24,236.76	24,236.76	24,236.76	24,236.76	0.00
PL41004	Perimeter Lighting	DIK	PEN	26-Oct-02	7,453.50	7,453.50	7,453.50	6,328.44	0.00
PL41005	Power supply for Open Pit	DIK	PEN	26-Jul-03	15,268.47	15,268.47	15,268.47	13,210.72	0.00
WS41001	Water Supply	DIK	PEN	26-Oct-02	122,455.13	122,455.13	122,455.13	103,971.34	0.00
WS41002	River Pump for Plant Water Sup	DIK	PEN	26-Jul-03	5,210.49	5,210.49	5,210.49	4,508.27	0.00
WS41003	Dikulushi Mine Water	DIK	PEN	1-Sep-04	11,863.43	11,863.43	11,863.43	11,863.43	0.00
MP41042	AIR COMPRESSOR MODEL C155-SGS	DIK	PEN	25-Nov-05	0.00	0.00	0.00	0.00	0.00
MP41043	AIR DRYER FOR C155 COMPRESSOR	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41044	ASHING FURNACE WW31AN03	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41045	BALANCE A&D 12Kg x 1g - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41046	BALANCE A&D EK-600H 600G X 0.0	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41047	BALANCE HR 200 4 DEC PLACE-SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41048	BENCH MOBILE 1800x900mm C/W SH	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41049	BOWL ONLY B2000 - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41050	BOWL ONLY B800CF - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41051	BURNER HEAD MK7 NITROUS OXIDE	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41052	CONTROL BOX COMPLETE LM2 & LM5	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41053	DISC ONLY B2000 - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41054	DISC ONLY B800CF - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41055	DRYING OVEN DO-2 ME COMPLETE	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41056	DUST COLLECTOR DFT2-8	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41057	FUME CUPBOARD MODEL 2,O	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41058	JAW CRUSHER ESSA 8x5"	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41059	LABTECH ESSA LM2 PULVERISER	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41060	REFRIGERATOR 350L (C390) - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41061	SAFETY SHOWER - SGS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41062	SIEVE SHAKER GILSON	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41063	SINK AND DRAINING BOARD UPVC 2	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41064	TOOLKIT C/W BOX & ASST TOOLS -	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41065	VARIAN FAN/FLUE EXHAUST SYSTEM	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41066	VARIAN SpectrAA 55B DIB AAS	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00
MP41067	WATERSTILL RG3 DELTA 6L/HR	DIK	PEN	1-Sep-05	0.00	0.00	0.00	0.00	0.00

Minor Equipment Total 1,907,470.80 1,803,635.01 1,313,524.16 1,858,843.68 490,110.83

WC41001	Barge - Dikulushi	KIL	TRN	26-Oct-02	881,924.07	881,924.07	764,787.24	815,363.76	117,136.83
WC41001A	Propulsion Unit -Barge 6CT8.3	KIL	TRN	31-Dec-05	104,694.00	104,694.00	50,201.05	104,694.00	54,492.95
WC41002	Speed Boat - 2x90 Mariners	KIL	TRN	1-Jan-02	22,277.00	22,277.00	22,276.00	16,671.85	1.00
WC41003	Yamaha 2x 115 Outboard Motors	KIL	TRN	20-Jun-04	19,351.11	19,351.11	19,350.11	19,351.11	1.00
WC41004	Yamaha 2 x 115 Cetox Outboard	KIL	TRN	1-Sep-04	20,196.88	20,196.88	20,196.88	20,196.88	0.00
WC41005	Fibreglass Boat -21 foot 40HP	KIL	TRN	26-Sep-06	19,583.02	19,583.02	19,583.02	19,583.02	0.00
WC41007	Inflatable boat - Ballistic 7	KIL	TRN	1-Jul-07	42,195.70	42,195.70	32,825.45	42,195.70	9,370.25

Transport Naval Total 1,110,221.78 1,110,221.78 929,219.75 1,038,056.32 181,002.03

Grand Total 27,047,397.13 29,041,114.59 23,548,335.82 26,716,001.73 5,492,778.77

Assets Transferred to Kinsevere as per list provided to MWE - Aug 2009 2,372,284.32

Assets List Prior to Transfer 29,419,581.45

Asset List provided to Mawson West Aug 2009 29,863,546.67

Difference 443,865.22