LINDIAN RESOURCES LIMITED
ACN 090 772 222

ENTITLEMENT ISSUE PROSPECTUS

For a renounceable entitlement issue of 4 Shares for every 3 Shares held by those Shareholders registered at the Record Date, at an issue price of $0.01 per Share, together with 1 free attaching listed Option for every 2 Shares subscribed for and issued (**New Option**), to raise up to $2,076,229 (based on the number of Shares on issue as at the date of this Prospectus) (**Offer**).

This Offer is fully underwritten by the CPS Capital Group. Refer to Section 8.4 of this Prospectus for details regarding the terms of the underwriting arrangement.

IMPORTANT NOTICE

This document is important and should be read in its entirety. If after reading this Prospectus you have any questions about the securities being offered under this Prospectus or any other matter, then you should consult your stockbroker, accountant or other professional adviser.

The Securities offered by this Prospectus should be considered as speculative.

CONTENTS

1. CORPORATE DIRECTORY

Directors

Matthew Wood – *Non-Executive Chairman*

Steven Leithead – *Managing Director*

(Francis) Scott Funston – *Executive Director*

Angus Caithness – *Non-Executive Director*

Brian McMaster – *Executive Director*

Company Secretary

(Francis) Scott Funston

Registered Office

Level 1, 330 Churchill Avenue
SUBIACO WA 6008

Telephone: +61 8 9200 4438
Facsimile: +61 8 9200 4469

Website:
http://www.lindianresources.com.au

Share Registry*

Computershare Investor Services Pty Limited
Level 2, Reserve Bank Building
45 St Georges Terrace
PERTH WA 6000

Telephone: (Australia) 1300 850 505
Telephone: (Overseas) +61 (03) 9415 4000

Solicitors

Steinepreis Paganin
Lawyers and Consultants
Level 4, The Read Buildings
16 Milligan Street
PERTH WA 6000

Auditor*

RSM Bird Cameron Partners
8 St Georges Terrace
PERTH WA 6000

Underwriter

CPS Capital Group Pty Ltd
Level 45, 108 St Georges Terrace
PERTH WA 6000

*These entities are included for information purposes only. Neither has been involved in the preparation of this Prospectus and nor have they consented to being named in this Prospectus

2. TIMETABLE

Lodgement of Prospectus with the ASIC	12 September 2013
Lodgement of Prospectus & Appendix 3B with ASX	12 September 2013
Notice sent to Optionholders	12 September 2013
Notice sent to Shareholders	16 September 2013
Ex date	17 September 2013
Rights start trading	17 September 2013
Record Date for determining Entitlements	23 September 2013
Prospectus despatched to Shareholders & Company announces despatch has been completed	24 September 2013
Rights trading ends	1 October 2013
Shares quoted on a deferred settlement basis	2 October 2013
Closing Date*	9 October 2013
ASX notified of under subscriptions	14 October 2013
Issue date and deferred settlement trading ends	17 October 2013
Normal trading resumes	18 October 2013

*The Directors may extend the Closing Date by giving at least 6 Business Days notice to ASX prior to the Closing Date. As such the date the Securities are expected to commence trading on ASX may vary.

3. IMPORTANT NOTES

This Prospectus is dated 12 September 2013 and was lodged with the ASIC on that date. The ASIC and its officers take no responsibility for the contents of this Prospectus or the merits of the investment to which this Prospectus relates.

No Securities may be issued on the basis of this Prospectus later than 13 months after the date of this Prospectus.

No person is authorised to give information or to make any representation in connection with this Prospectus, which is not contained in the Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with this Prospectus.

It is important that investors read this Prospectus in its entirety and seek professional advice where necessary. The Securities the subject of this Prospectus should be considered highly speculative.

Applications for Securities offered pursuant to this Prospectus can only be submitted on an original Entitlement and Acceptance Form or Shortfall Application Form.

This Prospectus is a transaction specific prospectus for an offer of continuously quoted securities (as defined in the Corporations Act) and has been prepared in accordance with section 713 of the Corporations Act. It does not contain the same level of disclosure as an initial public offering prospectus. In making representations in this Prospectus, regard has been had to the fact that the Company is a disclosing entity for the purposes of the Corporations Act and certain matters may reasonably be expected to be known to investors and professional advisers whom potential investors may consult.

3.1 Forward-looking statements

This Prospectus contains forward-looking statements which are identified by words such as 'may', 'could', 'believes', 'estimates', 'targets', 'expects', or 'intends' and other similar words that involve risks and uncertainties.

These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that, as at the date of this Prospectus, are expected to take place.

Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of our Company, the Directors and our management.

We cannot and do not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements contained in this prospectus will actually occur and investors are cautioned not to place undue reliance on these forward-looking statements.

We have no intention to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information contained in this prospectus, except where required by law.

These forward looking statements are subject to various risk factors that could cause our actual results to differ materially from the results expressed or anticipated in these statements. These risk factors are set out in section 7 of this Prospectus.

3.2 Risk factors

Potential investors should be aware that subscribing for Securities in the Company involves a number of risks. The key risk factors of which investors should be aware are set out in Section 7 of this Prospectus. These risks together with other general risks applicable to all investments in listed securities not specifically referred to, may affect the value of the Securities in the future. Accordingly, an investment in the Company should be considered highly speculative. Investors should consider consulting their professional advisers before deciding whether to apply for Securities pursuant to this Prospectus.

A summary of some of the key risks include:

Risk	Description	Reference in Prospectus
Potential for significant dilution	Upon implementation of the Offer, assuming all Entitlements are accepted and no Options are exercised, the number of Shares in the Company will increase from 155,717,160 currently on issue, to 363,340,040 (approximately 2.5 times its current issued Share capital). This means that each Share will represent a lower proportion of the ownership of the Company. Furthermore, upon the exercise of the New Options into Shares, Shareholdings will be further diluted.	7.2(a)
Exploration Rights - Masapelid Project	A decision letter has been received noting that the renewal application relating to the MPSA over the Masapelid Project has been denied. Notwithstanding this letter, the MPSA remains valid until January 7 2016, however as a result of this interim decision, the Company has suspended all direct exploration work relating to the Masapelid Project. The parties to the MPSA have prepared a Motion for Reconsideration reply to the DENR, stating the Parties' case for approval of the Renewal Application. Even with a strong legal position, there is no guarantee that the Motion for Reconsideration will be successful and that the Company will be able to re-commence direct exploration activities on the Masapelid Project.	7.2(b)
Title	All of the permits or licences in which the Company has or may earn an interest in	7.2(c)

Risk	Description	Reference in Prospectus
	will be subject to applications for renewal or grant (as the case may be). Additionally, permits are subject to a number of government specific legislative conditions. The inability to meet these conditions could affect the standing of a permit or restrict its ability to be renewed. If a permit or licence is not renewed or granted, the Company may suffer significant damage through loss of the opportunity to develop and discover any mineral resources on that permit.	
Sovereign and Political Risks	The Projects are located in the Philippines and the Company will be subject to the risks associated with operating in that country, including various levels of political, economic and other risks and uncertainties.	7.2(d)
Land Access – Philippines	Immediate access to the land or surface areas covered by mineral permits in the Philippines cannot in all cases be guaranteed. The Company's Philippine subsidiary may be required to seek consent of land holders or other persons or groups with an interest in real property encompassed by, or adjacent to, the mineral permits.	7.2(e)
Lack of Infrastructure	The transportation and service infrastructure in the Philippines is sub-standard and unpredictable. Material delays in the transportation of equipment, supplies and resources may delay the development of the Projects.	7.2(f)
Seasonal Weather	The Philippines experiences large seasonal weather changes which may adversely affect drilling operations and site services and assets.	7.2(g)
Changes in Government Policy	Adverse changes in government policies or legislation in the Philippines and other jurisdictions in which the Company may operate from time to time. It is possible that the current system of exploration and mine permitting in the Philippines may change, resulting in impairment of the Company's rights.	7.2(h)

3.3 Directors Interests in Securities

The relevant interest of each of the Directors in the securities of the Company as at the date of this Prospectus, together with their respective Entitlement, is set out in the table below.

Director	Shares	Options	Entitlement		$
			Shares	New Options	
Matthew Wood[1]	7,900,000	12,650,000	10,533,334	5,266,667	$105,333
Steven Leithead	9,000,000	4,000,000	12,000,000	6,000,000	$120,000
(Francis) Scott Funston[1]	3,207,500	5,020,000	4,276,667	2,138,334	$42,767
Angus Caithness	625,000	1,375,000	833,334	416,667	$8,333
Brian McMaster[1]	Nil	3,250,000	Nil	Nil	Nil

Notes:

1. As set out in section 3.6, Garrison has agreed to sub-underwrite up to 50 million Shares and 25 million New Options under the Offer. Garrison is a related party of the Company by virtue of being controlled by each of Messrs Wood, Funston and McMaster.

The Board advises that all Directors currently intend to take up at least a portion of their respective Entitlements.

3.4 Substantial Holders

Based on substantial shareholder notices lodged prior to the date of this Prospectus, those persons which (together with their associates) have a relevant interest in 5% or more of the Shares on issue are set out below:

Shareholder	Shares	%
Steven Leithead	9,000,000	5.78%
NEFCO Nominees Pty Ltd	8,975,000	5.76%
Matthew Wood	7,900,000	5.07%
JP Morgan Nominees Australia Limited <Cash Income A/C>	7,785,859	5.00%

In the event all Entitlements are accepted, there will be no change to the substantial holders on completion of the Offer.

3.5 Underwriting

The Offer will be fully underwritten by the CPS Capital Group. Refer to section 8.4 of this Prospectus for details of the terms of the underwriting.

3.6 Sub-Underwriting Arrangements

The Underwriter has entered into a number of sub-underwriting agreements, including one with Garrison Equities Pty Ltd (**Garrison**), whereby Garrison will sub-underwrite up to 50,000,000 Shares and 25,000,000 New Options (**Sub-underwriting Commitment**). The value of Garrison's Sub-underwriting Commitment is $500,000. Garrison will be paid a Sub-underwriting fee of 5% of its Sub-underwriting Commitment by the Underwriter, being up to $25,000.

Garrison is a related party of the Company by virtue of being controlled (indirectly) by Mr Brian McMaster, Mr Matthew Wood and Mr Scott Funston, who are Directors.

Entities associated with Messrs McMaster, Wood and Funston may participate in the sub-underwriting to the extent of up to 5,000,000 Shares and 2,500,000 New Options respectively.

3.7 Effect on control of the Company

The Underwriter is not presently a Shareholder of the Company. The Underwriter has advised the Company that it has agreed to allocate the Shortfall to its clients, such that neither the Underwriter nor any of the Underwriter's clients, individually, will have a voting power in the Company in excess of 20% after the issue of the Shortfall. Therefore, if the Underwriter is required to subscribe for the Shortfall under the Offer, in practical terms, the Underwriter will not obtain control of the Company as a result of the Underwriter underwriting the Offer.

The Company considers it is unlikely that no Shareholder takes up any of their Entitlement. The obligations of the Underwriter and the sub-underwriters (including Garrison and its nominees) will be reduced by a corresponding amount for the Entitlements taken up by Shareholders. The Offer has been priced to allow for successful completion of the Offer, which in turn will enable the Company to give effect to its objectives stated in section 5.1 of this Prospectus.

3.8 Potential dilution to Shareholders

In addition, Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 57.14% (as compared to their holdings and number of Shares on issue as at the date of the Prospectus). Examples of how the dilution may impact Shareholders is set out in the table below:

Holder	Holding as at Record date	% at Record Date	Share Entitlements under the Offer	Holdings if Offer not taken Up	% post Offer
Shareholder 1	10,000,000	6.42%	13,333,334	10,000,000	4.82%
Shareholder 2	5,000,000	3.21%	6,666,667	5,000,000	2.41%
Shareholder 3	1,500,000	0.96%	2,000,000	1,500,000	0.72%
Shareholder 4	400,000	0.26%	533,334	400,000	0.19%
Shareholder 5	50,000	0.03%	66,667	50,000	0.02%

Notes:

1. The dilutionary effect shown in the table is the maximum percentage on the assumption that those Entitlements not accepted by Eligible Shareholders are placed under the Shortfall Offer and no Options are exercised.

3.9 Market price of shares

The Company is a disclosing entity for the purposes of the Corporations Act and its quoted securities, including its Shares, are enhanced disclosure securities quoted on ASX.

The highest, lowest and last market sale prices of the Shares on ASX during the three months immediately preceding the date of lodgement of this Prospectus with the ASIC and the respective dates of those sales were:

Highest	\$0.025	18, 19 and 21 June and 12, 16 and 17 July 2013
Lowest	\$0.006	5 July 2013
Last	\$0.011	11 September 2013

4. DETAILS OF THE OFFER

4.1 The Offer

The Offer is being made as a renounceable entitlement issue of 4 Shares for every 3 Shares held by Eligible Shareholders, at an issue price of $0.01 per Share, together with 1 free attaching New Option for every 2 Shares subscribed for and issued. Fractional entitlements will be rounded up to the nearest whole number.

Based on the capital structure of the Company as at the date of this Prospectus 207,622,880 Shares and 103,811,440 New Options will be issued pursuant to this Offer to raise $2,076,229.

All of the Shares offered under this Prospectus will rank equally with the Shares on issue at the date of this Prospectus. Please refer to Section 6.1 for further information regarding the rights and liabilities attaching to the Shares.

The terms of the New Options offered under this Prospectus are set out in Section 6.2 of this Prospectus.

The purpose of the Offer and the intended use of funds raised are set out in section 5.1 of this Prospectus.

4.2 What Eligible Shareholders may do

The number of Shares and New Options to which Eligible Shareholders are entitled is shown on the accompanying personalised Entitlement and Acceptance Form. Eligible Shareholders may:

(a) take up all of their Entitlement (refer to section 4.3);

(b) take up all of their Entitlement and apply for additional Securities under the Shortfall Offer (refer to Sections 4.3 and 4.13);

(c) sell all of their Entitlement on ASX (refer to section 4.4);

(d) take up a proportion of their Entitlement and sell the balance on ASX (refer to section 4.5);

(e) take up a proportion of their Entitlement and allow the balance to lapse (refer to section 4.6);

(f) sell all or a proportion of their Entitlement other than on ASX (refer to section 4.7); or

(g) allow all or part of their Entitlement to lapse (refer to section 4.8).

4.3 Taking up all of your Entitlement

Should you wish to accept all of your Entitlement, then applications for Securities under this Prospectus must be made on the Entitlement and Acceptance Form which accompanies this Prospectus or by completing a BPAY® payment, in accordance with the instructions referred to in this Prospectus and on the Entitlement and Acceptance Form. Please read the instructions carefully.

Please complete the Entitlement and Acceptance Form by filling in the details in the spaces provided and attach a cheque for the Application Monies indicated on the Entitlement and Acceptance Form, to be completed and provided to the Company as set out in section 4.11.

If you wish to pay via BPAY® you must follow the instructions in section 4.12.

The Company shall not be responsible for any postal or delivery delays or delay in the receipt of the BPAY® payment.

4.4 Selling all your Entitlement on ASX

The Entitlements under the Offer are renounceable which means that all or part of an Eligible Shareholder's rights to subscribe for Securities under the Offer may be traded on ASX. If you wish to sell all of your Entitlement on ASX, provide instructions to your stockbroker regarding the Entitlement you wish to sell on ASX. Trading of Entitlements on the ASX will be open for the period as specified in the timetable in Section 2 of this Prospectus.

There is no guarantee that an Eligible Shareholder will be able to sell all or any part of their Entitlement on ASX or that any particular price will be paid for the Entitlements sold on ASX.

4.5 Taking up a proportion of your Entitlement and selling the balance on ASX

If you wish to take up only part of your Entitlement, complete the accompanying personalised Entitlement and Acceptance Form for the number of Securities you wish to take up and follow the steps in section 4.3, or make a payment by BPAY in accordance with section 4.12.

Subsequently, provide instructions to your stockbroker regarding the proportion of your Entitlement you wish to sell on ASX.

4.6 Taking up a proportion of your Entitlement and allowing the balance to lapse

If you wish to take up only part of your Entitlement and allow the balance to lapse, complete the accompanying personalised Entitlement and Acceptance Form for the number of Securities you wish to take up and follow the steps in section 4.3. If you take no further action, the balance of your Entitlement will lapse and you will have forfeited any potential benefit to be gained from taking up or selling that part of your Entitlement.

4.7 Selling all or a proportion of your Entitlement other than on ASX

You may elect to transfer all or a proportion of your Entitlement to another person other than on ASX. If the purchaser of your Entitlement is an Ineligible Shareholder or a person that would be an Ineligible Shareholder if they were a registered holder of Securities, that purchaser will not be able to take up the Entitlement they have purchased.

If you are a Shareholder on the issuer sponsored subregister and you wish to transfer all or a proportion of your Entitlement to another person other than on ASX, forward a completed standard renunciation and transfer form (obtainable from the Share Registry) and the applicable transferee's cheque for the Securities they wish to subscribe for, completed as set out in section 4.11.

If you wish to transfer all or a proportion of your Entitlement to or from another person on the CHESS subregister you must engage your CHESS controlling participant (usually your stockbroker). If the transferee wants to exercise some or all of the Entitlement, you should follow your stockbroker's instructions as to the most appropriate way to take up the Entitlement on their behalf. The Application Monies for Securities the transferee of the Entitlement wants to acquire must be received by Share Registry in accordance with section 4.3.

4.8 Allow all or part of your Entitlement to lapse

Eligible Shareholders should be aware that their Entitlement may have value. Entitlement are renounceable, which enable Eligible Shareholders who do not wish to take up part or all of their Entitlement to seek to sell or trade all or some of their Entitlement on ASX.

If you do not wish to accept or trade any part of your Entitlement, you are not obliged to do anything. If you do not take up your Entitlement or dispose of your Entitlement by the Closing Date, the Offer to you will lapse.

4.9 Implications of an acceptance

Returning a completed Entitlement and Acceptance Form or paying any Application Monies by BPAY® will be taken to constitute a representation by you that:

(a) you have received a copy of this Prospectus and the accompanying Entitlement and Acceptance Form, and read them both in their entirety; and

(b) you acknowledge that once the Entitlement and Acceptance Form is returned, or a BPAY® payment instruction is given in relation to any Application Monies, the application may not be varied or withdrawn except as required by law.

4.10 Minimum subscription

The minimum subscription under the Offer is $2,076,229, being the full subscription. No shares will be allotted or issued until the minimum subscription has been received. If the minimum subscription is not achieved within 4 months after the date of issue of this Prospectus, the Company will either repay the Application monies to the Applicants or issue a supplementary prospectus or replacement prospectus and allow Applicants one month to withdraw their Application and be repaid their Application monies.

4.11 Payment by cheque

All cheques must be drawn on an Australian bank, made payable in Australian currency to "**Lindian Resources Limited – Share Issue Account**" and crossed "**Not Negotiable**".

Your completed Entitlement and Acceptance Form and cheque must be lodged and received at any time after the issue of this Prospectus and on or before the Closing Date at the Company's Share Registry at:

Computershare Investor Services Pty Limited
GPO Box 505
Melbourne VIC 3001

The Company shall not be responsible for any postal or delivery delays.

4.12 Payment by BPAY®

For payment by BPAY®, please follow the instructions on your Entitlement and Acceptance Form. You can only make a payment via BPAY® if you are the holder of an account with an Australian financial institution that supports BPAY® transactions. Please note that should you choose to pay by BPAY®:

(a) you do not need to submit the Entitlement and Acceptance Form but are taken to have made the declarations on that Entitlement and Acceptance Form; and

(b) if you do not pay for your Entitlement in full, you are deemed to have taken up your Entitlement in respect of such whole number of Securities which is covered in full by your application monies.

Make sure that you use the specific Biller Code and unique Customer Reference Number (CRN) on your personalised Entitlement and Acceptance Form. You do not need to return a completed Entitlement and Acceptance Form but are taken to have made the declarations in the Entitlement and Acceptance Form and the representations outlined above in section 4.9. If you have more than one shareholding of Shares and consequently receive more than one Entitlement and Acceptance Form, when taking up your Entitlement in respect of one of those Shareholdings, only use the CRN specific to that Shareholding as set out in the applicable Entitlement and Acceptance Form. Do not use the same CRN for more than one of your Shareholdings. This can result in your Application Monies being applied to your Entitlement in respect of only one of your Shareholdings (with the result that any application in respect of your remaining Shareholdings will not be valid).

It is your responsibility to ensure that your BPAY® payment is received by the Share Registry by no later than 3:00pm (WST) on the Closing Date. You should be aware that your financial institution may implement either cut-off times with regards to electronic payment and you should therefore take this into consideration when making payment. Any application monies received for more than your final allocation of Shares (only where the amount is $1.00 or greater) will be refunded. No interest will be paid on any application monies received or refunded.

4.13 Shortfall Offer

The offer of the Shortfall is a separate offer pursuant to this Prospectus. Securities not taken up by Eligible Shareholders will form part of the Shortfall Offer. The issue price of any Shares offered pursuant to the Shortfall Offer will be $0.01 each, which is the issue price at which Shares have been offered to Eligible Shareholders under the Offer.

The Underwriter and the Directors reserve the right to place the Shortfall at their discretion within 3 months after the close of the Offer, subject to the Listing Rules and any restrictions under any applicable law. Accordingly, investors should not apply for the Shortfall unless directed to do so by the Directors or the Underwriter.

4.14 ASX listing

Application for Official Quotation of the Securities offered pursuant to this Prospectus will be made in accordance with the timetable set out at the commencement of this Prospectus. If ASX does not grant Official Quotation of the Securities offered pursuant to this Prospectus before the expiration of 3 months after the date of issue of the Prospectus, or such period as varied by the

ASIC, the Company will not issue any Securities and will repay all Application Monies for the Securities within the time prescribed under the Corporations Act, without interest.

The fact that ASX may grant Official Quotation to the Securities is not to be taken in any way as an indication of the merits of the Company or the Securities now offered for subscription.

4.15 Allotment

Securities issued pursuant to the Offer will be allotted in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus.

Securities issued pursuant to the Shortfall Offer will be allotted on a progressive basis. Where the number of Securities issued is less than the number applied for or where no allotment is made, surplus Application Monies will be refunded without any interest to the Applicant as soon as practicable after the closing date of the Shortfall Offer.

Pending the allotment and issue of the Securities or payment of refunds pursuant to this Prospectus, all Application Monies will be held by the Company in trust for the Applicants in a separate bank account as required by the Corporations Act. The Company, however, will be entitled to retain all interest that accrues on the bank account and each Applicant waives the right to claim interest.

Holding statements for Securities issued under the Offer will be mailed in accordance with the ASX Listing Rules and timetable set out at the commencement of this Prospectus and for Shortfall Securities issued under the Shortfall Offer as soon as practicable after their issue.

4.16 Overseas Shareholders

This Offer does not, and is not intended to, constitute an offer in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus.

It is not practicable for the Company to comply with the securities laws of overseas jurisdictions having regard to the number of overseas Shareholders, the number and value of Securities these Shareholders would be offered and the cost of complying with regulatory requirements in each relevant jurisdiction. Accordingly, the Offer is not being extended and Securities will not be issued to Shareholders with a registered address which is outside Australia or New Zealand.

The Offer is being made in New Zealand pursuant to the Securities Act (Overseas Companies) Exemption Notice 2013.

Shareholders resident in Australia or New Zealand holding Shares on behalf of persons who are resident overseas are responsible for ensuring that taking up an Entitlement under the Offer does not breach regulations in the relevant overseas jurisdiction. Return of a duly completed Entitlement and Acceptance Form will be taken by the Company to constitute a representation that there has been no breach of those regulations.

4.17 Nominee for Foreign Holders

The CPS Capital Group has been appointed as the Company's nominee for foreign Shareholders for the purposes of ASX Listing Rule 7.7, for those foreign

Shareholders who have been deemed ineligible to participate under the Offer (**Nominee**).

Pursuant to the arrangement with the Nominee, the Company will transfer to the Nominee the rights that would otherwise be issued to the foreign holders who either accept the offer or are otherwise entitled to acquire such rights under the Offer and the Nominee will then sell those rights and provide the proceeds of those sales (net of expenses) to the Company (or its Share Register). The Company will then distribute to each of those foreign holders their proportion of the proceeds of the sale net of expenses.

The Company will pay the Nominee a brokerage fee of 6% on the total gross dollar value of all Securities sold.

4.18 Enquiries

Any questions concerning the Offer should be directed to Scott Funston, Company Secretary, on +61 8 9200 4438.

5. PURPOSE AND EFFECT OF THE OFFER

5.1 Purpose of the Offer

The purpose of the Offer is to raise $2,076,229.

The funds raised from the Offer are planned to be used in accordance with the table set out below:

Item	Proceeds of the Offer	Full Subscription ($)	%
1.	Ongoing regulatory and title perfection process – Masapelid Project[1]	400,000	19.26%
2.	Internal technical assessment and technical review and studies – Masapelid Project[1]	250,000	12.04%
3.	Review of available data, investigation of geochemical and geophysical anomalies – Del Gallego Project	110,000	5.30%
4.	Replacement title process and technical assessment and geochemical sampling – Exciban Project	110,000	5.30%
5.	Prosecution of application process(es), permit costs and technical assessment – Salacot, Aura, Mt Balantingon and Buena Aurora Projects	260,000	12.52%
6.	Evaluation of potential copper/gold projects	390,000	18.79%
7.	Expenses of the Offer[2]	170,000	8.19%
8.	General working capital	386,229	18.60%
	Total	**2,076,229**	**100%**

Notes

1. Direct exploration at the Masapelid Project is dependent on receiving renewal of the two (2) year exploration extensions by the DENR in the Philippines. As outlined in sections 3.2 and 7.2(b) of this Prospectus, there is a risk that the Company may not receive this extension. In the event the Company receives this extension, it intends to focus its direct exploration efforts to the Masapelid Project. This program is anticipated to cost up to $500,000 and the Company would fund this amount by an equitable reduction to the proposed allocation of funds to its other Philippine projects (referred to at items 3, 4 and 5 above) and out of general working capital.
2. Refer to section 8.8 of this Prospectus for further details relating to the estimated expenses of the Offer.

The above table is a statement of current intentions as of the date of this Prospectus. As with any budget, intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way funds are applied on this basis.

On completion of the Offer, the Board believes the Company will have sufficient working capital to achieve its objectives.

5.2 Effect of the Offer

The principal effect of the Offer, assuming all Entitlements are accepted will be to:

(a) increase the cash reserves by $1,906,229 (after deducting the estimated expenses of the Offer of $170,000) immediately after completion of the Offer;

(b) increase the number of Shares on issue from 155,717,160 as at the date of this Prospectus, to 363,340,040; and

(c) increase the number of Options on issue from 152,171,754 as at the date of this Prospectus, to 255,983,194.

5.3 Pro-forma balance sheet

The unaudited balance sheet as at 30 June 2013 and the unaudited pro-forma balance sheet as at 30 June 2013 shown below have been prepared on the basis of the accounting policies normally adopted by the Company and reflect the changes to its financial position.

The pro-forma balance sheet has been prepared assuming the Offer is fully subscribed and including expenses of the Offer.

The pro-forma balance sheet has been prepared to provide investors with information on the assets and liabilities of the Company and pro-forma assets and liabilities of the Company as noted below. The historical and pro-forma financial information is presented in an abbreviated form, insofar as it does not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements.

BALANCE SHEET	UNAUDITED 30 JUNE 2013	PRO-FORMA ADJUSTMENTS	PRO-FORMA 30 JUNE 2013
Current Assets			
Cash and cash equivalents	1,069,268	1,906,229	2,975,497
Trade and other receivables	207,149	-	207,149
Total Current Assets	**1,276,417**	**1,906,229**	**3,182,646**
Non Current Assets			
Property, plant and equipment	48,454	-	48,454
Deferred exploration and evaluation expenditure	12,855,286	-	12,855,286
Total Non Current Assets	**12,903,740**	**-**	**12,903,740**
Total Assets	**14,180,157**	**1,906,229**	**16,086,386**
Current Liabilities			
Trade and other payables	280,241	-	280,241
Total Current Liabilities	**280,241**	**-**	**280,241**
Total Liabilities	**280,241**	**-**	**280,241**
Net Assets	**13,899,916**	**1,906,229**	**15,806,145**
Equity			
Issued Capital	22,222,985	1,906,229	24,129,214
Reserves	9,283,275	-	9,283,275
Accumulated profits/losses	(17,606,344)	-	(17,606,344)
Total Equity	**13,899,916**	**1,906,229**	**15,806,145**

5.4 Effect on capital structure

The effect of the Offer on the capital structure of the Company, assuming the Offer is fully subscribed is set out below.

Shares

	Number
Shares currently on issue	155,717,160
Shares offered pursuant to the Offer	207,622,880
Total Shares on issue after completion of the Offer	363,340,040

Options

	Number
Options currently on issue:	
Quoted Options exercisable at $0.08, on or before 31 December 2014	131,671,754
Unquoted Options exercisable at $0.16, on or before 14 June 2016	500,000
Unquoted Options exercisable at $0.20, on or before 28 February 2015	20,000,000
New Options offered pursuant to the Offer:	
Quoted Options exercisable at $0.02, on or before 30 July 2018	103,811,440
Total Options on issue after completion of the Offer	255,983,194

6. RIGHTS AND LIABILITIES ATTACHING TO SECURITIES

6.1 Rights and liabilities attaching to Shares

The following is a summary of the more significant rights and liabilities attaching to Shares being offered pursuant to this Prospectus. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Full details of the rights and liabilities attaching to Shares are set out in the Constitution, a copy of which is available for inspection at the Company's registered office during normal business hours.

(a) **General meetings**

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.

(b) **Voting rights**

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of Shareholders or classes of Shareholders:

(i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;

(ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and

(iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid and credited bears to the total amounts paid and payable and credited.

(c) **Dividend rights**

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (whether paid, credited or both) is of the total amounts paid and payable (including amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against the Company.

Subject to the ASX Listing Rules and the Corporations Act, the Company may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable in securities of the Company or a related body corporate.

(d) **Winding-up**

If the Company is wound up, the liquidator may, subject to the Corporations Act, ASX Listing Rules and any rights or restrictions attached to a class of Shares, with the authority of a special resolution, divide among the Shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

(e) **Shareholder liability**

As the Securities issued will be fully paid Shares and New Options, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of Shares**

Generally, Shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the ASX Listing Rules.

(g) **Future increase in capital**

The allotment and issue of any new Shares is under the control of the Directors of the Company. Subject to restrictions on the issue or grant of Securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue Shares as they shall, in their absolute discretion, determine.

(h) **Variation of rights**

Under section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(i) **Alteration of constitution**

In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

6.2 Rights and liabilities attaching to New Options

The following are the terms and conditions of the New Options being offered pursuant to this Prospectus.

(a) Each New Option gives the Optionholder the right to subscribe for one Share.

(b) Each New Option will expire at 5.00pm (WST) on 30 July 2018 (**Expiry Date**). A New Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(c) Subject to paragraph (k), the amount payable upon exercise of each New Option will be $0.02 (**Exercise Price**).

(d) The New Options held by each Optionholder may be exercised in whole or in part, and if exercised in part, multiples of 1,000 must be exercised on each occasion.

(e) An Optionholder may exercise their New Options by lodging with the Company, before the Expiry Date:

(i) a written notice of exercise of New Options specifying the number of New Options being exercised; and

(ii) a cheque or electronic funds transfer for the Exercise Price for the number of New Options being exercised;

(**Exercise Notice**).

(f) An Exercise Notice is only effective when the Company has received the full amount of the Exercise Price in cleared funds.

(g) Within 15 Business Days after the later of the following:

(i) the Exercise Date; and

(ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 20 Business Days after the Exercise Date, the Company will:

(iii) issue the number of Shares required under these terms and conditions in respect of the number of New Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;

(iv) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(v) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the New Options.

If a notice delivered under 6.2(e)(iv) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) Subject to the expiry of any applicable escrow period, the New Options shall be freely transferable.

(i) All Shares allotted upon the exercise of New Options will upon allotment rank pari passu in all respects with other Shares.

(j) The Company will apply for quotation of the New Options on ASX. In addition, the Company will also apply for quotation of all Shares allotted pursuant to the exercise of New Options on ASX within 10 Business Days after the date of allotment of those Shares.

(k) If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(l) There are no participating rights or entitlements inherent in the New Options and Optionholders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the New Options without exercising the New Options.

(m) A New Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the New Option can be exercised.

7. RISK FACTORS

7.1 Introduction

The Securities offered under this Prospectus are considered highly speculative. An investment in the Company is not risk free and the Directors strongly recommend potential investors to consider the risk factors described below, together with information contained elsewhere in this Prospectus and to consult their professional advisers before deciding whether to apply for Securities pursuant to this Prospectus.

There are specific risks which relate directly to the Company's business. In addition, there are other general risks, many of which are largely beyond the control of the Company and the Directors. The risks identified in this section, or other risk factors, may have a material impact on the financial performance of the Company and the market price of the Securities.

The following is not intended to be an exhaustive list of the risk factors to which the Company is exposed.

7.2 Company specific

(a) **Potential for significant dilution**

Upon implementation of the Offer, assuming all Entitlements are accepted and no Options are exercised, the number of Shares in the Company will increase from 155,717,160 currently on issue, to 363,340,040 (approximately 2.5 times its current issued Share capital). This means that each Share will represent a lower proportion of the ownership of the Company.

Furthermore, upon the exercise of the New Options into Shares, Shareholdings will be further diluted.

It is not possible to predict what the value of the Company or a Share will be following the completion of the Offer and the Directors do not make any representation as to such matters.

The last trading price of Shares on ASX on the day prior to the Prospectus being lodged of $0.011, is not a reliable indicator as to the potential trading price of Shares or New Options following the completion of the Offer.

(b) **Exploration Rights – Masapelid Project**

The Company's operations on the Masapelid Project are governed through a contractual arrangement between the Company's wholly owned subsidiary Bundok Mineral Resources Corporation (**BMRC**) and San Manuel Mining Corporation (**SMMC**).

On 16 December 2010, SMMC made an application to the MGB and DENR, for a 2 year renewal of the exploration period under the MPSA covering the Masapelid Project.

A decision letter has been received by SMMC from the Office of the Secretary of the DENR noting that the Office of the Secretary of the DENR has denied SMMC's Renewal Application. Notwithstanding this letter, the MPSA remains valid until January 7 2016. The ability to conduct direct exploration on the Masapelid Project is and may continue to be affected by the DENR's decision to not to approve a further 2 year exploration period.

As a result of this interim decision, the Company has suspended all direct exploration work relating to the Masapelid Project.

The Company has received legal advice stipulating that all of the prerequisites for the approval for the Renewal Application have been duly complied with, that there is no legal basis for such a denial and that the denial is manifestly contrary to the unrefuted evidence given to the DENR.

Based on the legal position of the Company and receipt of legal advice and in response to the DENR decision, BMRC and SMMC have prepared a Motion for Reconsideration in response to the DENR, stating their case for approval of the Renewal Application.

Even with a strong legal position, there is no guarantee that the Motion for Reconsideration will be successful and that the Company will be able to re-commence direct exploration activities on the Masapelid Project.

(c) **Title**

All of the permits or licences in which the Company has or may earn an interest in will be subject to applications for renewal or grant (as the case may be). The renewal or grant of the terms of each permit or licence is usually at the discretion of the relevant government authority.

Additionally, permits are subject to a number of government specific legislative conditions. The inability to meet these conditions could affect the standing of a permit or restrict its ability to be renewed.

If a permit or licence is not renewed or granted, the Company may suffer significant damage through loss of the opportunity to develop and discover any mineral resources on that permit.

(d) **Sovereign and Political Risks**

The Projects are located in the Philippines and the Company will be subject to the risks associated with operating in that country, including various levels of political, economic and other risks and uncertainties.

(e) **Land Access – Philippines**

Immediate access to the land or surface areas covered by mineral permits in the Philippines cannot in all cases be guaranteed. The Company's Philippine subsidiary may be required to seek consent of land holders or other persons or groups with an interest in real property encompassed by, or adjacent to, the mineral permits. Compensation may be required to be paid by the Company to land holders in order that the Company may carry out exploration and/or mining activities. Native title exists in the Philippines and is governed by law. Where applicable, agreements with indigenous groups have to be in place before a mineral permit can be granted.

(f) **Lack of Infrastructure**

The transportation and service infrastructure in the Philippines is sub-standard and unpredictable. Material delays in the transportation of equipment, supplies and resources may delay the development of the Projects. Any such delay is likely to increase the cost of developing the projects, and such increase may materially affect the Company's business, results of operations and financial condition.

(g) **Seasonal Weather**

The Philippines experiences large seasonal weather changes which may adversely affect drilling operations and site services and assets. Such extreme weather conditions may create access and operational difficulties and negatively affect results and progress accordingly.

(h) **Changes in Government Policy**

Adverse changes in government policies or legislation in the Philippines and other jurisdictions in which the Company may operate from time to time affecting foreign ownership of mineral interests, taxation, profit repatriation, royalties, land access, labour relations, and mining and exploration activities may affect the operations of the Company. It is possible that the current system of exploration and mine permitting in the Philippines may change, resulting in impairment of rights and possibly expropriation of the Company's properties without adequate compensation. In addition, there is a possibility that the Company's agreements with governments or joint venture partners may be unenforceable against such parties.

(i) **Trading Price of the Company's Shares**

The Company's operating results, economic and financial prospects and other factors will affect the trading price of the Company's Shares. In addition, the price of the Company's Shares is subject to varied and often unpredictable influences on the market for equities, including, but not limited to general economic conditions including the Australian dollar and United States dollar performance on world markets, inflation rates, foreign exchange rates and interest rates, variations in the general market for listed stocks in general or Australian mining stocks in particular, changes to government policy, legislation or regulation, industrial disputes, general operational and business risks and hedging or arbitrage trading activity that may develop involving the Company's Shares.

In particular, the share prices for many companies have been and may in the future be highly volatile, which in many cases may reflect a diverse range of non-company specific influences such as global hostilities and tensions relating to certain unstable regions of the world, acts of terrorism and the general state of the global economy. No assurances can be made that the Company's market performance will not be adversely affected by any such market fluctuations or factors.

7.3 Industry specific

(a) Mining and Exploration Risks

The primary business of the Company is exploration for, and commercial development of, mineral ore bodies, which is subject to the risks inherent in these activities. Its operations are still in the exploration and evaluation phase. The current and future operations of the Company may be affected by a range of factors, including:

(i) geological conditions;

(ii) limitations on activities due to seasonal weather patterns;

(iii) alterations to joint venture programs and budgets;

(iv) unanticipated operational and technical difficulties encountered in trenching, drilling, development, production and treatment activities;

(v) mechanical failure of operating plant and equipment;

(vi) adverse weather conditions, industrial and environmental accidents, industrial disputes and other force majeure events;

(vii) unavailability of drilling, mining, processing and other equipment;

(viii) unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment and labour;

(ix) prevention of access by reason of political or civil unrest, outbreak of hostilities, inability to obtain regulatory or landowner consents or approvals;

(x) terms imposed by government on development of mining projects including conditions such as equity participation, royalty rates and taxes;

(xi) delays in completing feasibility studies and obtaining development approvals; and

(xii) risks of default or non-performance by third parties providing essential services.

No assurance can be given that future exploration will be successful or that a commercial mining operation will eventuate.

The ultimate success and financial viability of the Company depends on the discovery and delineation of economically recoverable ore reserves, design and construction of efficient mining and processing facilities, and competent operational and managerial performance. There is no assurance that exploration and development of the mineral interests held by the Company, or any other projects that may be acquired by the Company in the future, will result in the discovery of an economic deposit. Even if an apparently viable deposit is identified, there is no guarantee that it can be profitably exploited by the Company.

Development of a commercial mining operation is also dependent on the Company's ability to obtain necessary titles and governmental and other regulatory approvals on a timely basis.

(b) **Resource Estimations**

Resources estimates are expressions of judgement based on knowledge, experience and resource modelling. As such, resource estimates are inherently imprecise and rely to some extent on interpretations made.

Additionally, resource estimates may change over time as new information becomes available. Should the Company encounter mineralisation or geological formations different from those predicted by past drilling, sampling and interpretations, resource estimates may need to be altered in a way that could adversely affect the Company's operations.

(c) **Commodity and Currency Price Volatility**

The Company's ability to benefit from any future mining operations will depend on market factors, some of which may be beyond its control. The world market for gold, nickel, platinum and other minerals is subject to many variables and may fluctuate markedly.

Any revenues derived from any future mining will primarily be derived from the sale of the relevant commodity such as gold. Consequently, any future earnings are likely to be closely related to the price of the relevant commodity and the terms of any offtake agreements which it enters into.

Metal prices fluctuate and are affected by numerous factors beyond the control of the Company. These factors include world demand for metals, forward selling by producers and production cost levels in major mineral-producing regions. Metal prices are also affected by macroeconomic factors such as expectations regarding inflation, interest rates and global and regional demand for, and supply of, the relevant metal as well as general global economic conditions. These factors may have an adverse effect on the Company's exploration, development and production activities, as well as on its ability to fund those activities.

Commodities are principally sold throughout the world in US dollars. The Company's cost base will be payable in various currencies including Australian dollars and Philippine pesos. As a result, any significant and/or sustained fluctuations in the exchange rate between these currencies and US dollars and/or adverse movements in commodity prices, could have a materially adverse effect on the Company's operations, financial position (including revenue and profitability) and performance. The Company may undertake measures where deemed necessary by the Board to mitigate such risks.

(d) **Environmental**

The Projects are or may be subject to various laws and regulations regarding environmental matters and the discharge of hazardous wastes and materials. As with all mineral projects, the Projects are expected to have a variety of environmental impacts should development proceed. Development of any of the Projects will be dependent on the Company satisfying environmental guidelines and, where required, being approved by government authorities.

The Company intends to conduct its activities in an environmentally responsible manner and in accordance with all applicable laws, but may still be subject to accidents or other unforeseen events which may compromise its environmental performance and which may have adverse financial implications.

(e) **Competition**

The Company competes with other companies, including major mineral exploration and mining companies. These companies will likely have greater financial and other resources than the Company and, as a result, may be in a better position to compete for future business opportunities. Many of the Company's competitors not only explore for and produce minerals, but also carry out downstream operations on these and other products on a worldwide basis. There can be no assurance that the Company can compete effectively with these companies.

(f) **Potential Acquisitions**

As part of its business strategy, the Company may make acquisitions of or significant investments in other resource projects. Any such transactions would be accompanied by risks commonly encountered in making such acquisitions.

(g) **Operating Risks**

The operations of the Company may be affected by various factors, including failure to locate or identify mineral deposits; failure to achieve predicted grades in exploration and mining; operational and technical difficulties encountered in mining; difficulties in commissioning and operating plant and equipment; mechanical failure or plant breakdown; unanticipated metallurgical problems which may affect extraction costs; adverse weather conditions; industrial and environmental accidents; industrial disputes; and unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment.

No assurances can be given that the Company will achieve commercial viability through the successful exploration and/or mining of its Projects. Until the Company is able to realise value from its projects, it is likely to incur ongoing operating losses.

7.4 General risks

(a) **Economic**

General economic conditions, movements in interest and inflation rates and currency exchange rates may have an adverse effect on the Company's technology development and commercialisation activities, as well as on its ability to fund those activities. Unforeseen expenditure risk

Expenditure may need to be incurred that has not been taken into account in the preparation of this Prospectus. Although the Company is not aware of any such additional expenditure requirements, if such expenditure is subsequently incurred, this may adversely affect the expenditure proposals of the Company.

(b) **Market conditions**

Share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

(i) general economic outlook;

(ii) introduction of tax reform or other new legislation;

(iii) interest rates and inflation rates;

(iv) changes in investor sentiment toward particular market sectors;

(v) the demand for, and supply of, capital; and

(vi) terrorism or other hostilities.

The market price of securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and resource exploration stocks in particular. Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

(c) **Additional requirements for capital**

The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under the Offer. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its technology development programmes as the case may be. There is however no guarantee that the Company will be able to secure any additional funding or be able to secure funding on terms favourable to the Company.

(d) **Dividends**

Any future determination as to the payment of dividends by the Company will be at the discretion of the Directors and will depend on the financial condition of the Company, future capital requirements and general business and other factors considered relevant by the Directors. No assurance in relation to the payment of dividends or franking credits attaching to dividends can be given by the Company.

(e) **Taxation**

The acquisition and disposal of Securities will have tax consequences, which will differ depending on the individual financial affairs of each investor. All potential investors in the Company are urged to obtain independent financial advice about the consequences of acquiring Securities from a taxation viewpoint and generally.

To the maximum extent permitted by law, the Company, its officers and each of their respective advisors accept no liability and responsibility with respect to the taxation consequences of subscribing for Securities under this Prospectus.

(f) **Reliance on key personnel**

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance given that there will be no detrimental impact on the Company if one or more of these employees cease their employment.

7.5 Speculative investment

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company. The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Securities offered under this Prospectus.

Therefore, the Securities to be issued pursuant to this Prospectus carry no guarantee with respect to the payment of dividends, returns of capital or the market value of those Securities.

Potential investors should consider that the investment in the Company is speculative and should consult their professional advisers before deciding whether to apply for Securities pursuant to this Prospectus.

8. ADDITIONAL INFORMATION

8.1 Litigation

As at the date of this Prospectus, the Company is not involved in any legal proceedings and the Directors are not aware of any legal proceedings pending or threatened against the Company.

Whilst the Company is not engaged in any litigation at the present time, as it announced to the ASX on 7 June 2013, if the Motion of Reconsideration is not successful, the Company, through its Philippines partner may be required to pursue legal action through the Philippine courts to protect its interests. Further details relating to that risk are set out in section 7.2(b).

8.2 Continuous disclosure obligations

The Company is a "disclosing entity" (as defined in section 111AC of the Corporations Act) for the purposes of section 713 of the Corporations Act and, as such, is subject to regular reporting and disclosure obligations. Specifically, like all listed companies, the Company is required to continuously disclose any information it has to the market which a reasonable person would expect to have a material effect on the price or the value of the Company's securities.

This Prospectus is a "transaction specific prospectus". In general terms a "transaction specific prospectus" is only required to contain information in relation to the effect of the issue of securities on a company and the rights attaching to the securities. It is not necessary to include general information in relation to all of the assets and liabilities, financial position, profits and losses or prospects of the issuing company.

This Prospectus is intended to be read in conjunction with the publicly available information in relation to the Company which has been notified to ASX and does not include all of the information that would be included in a prospectus for an initial public offering of securities in an entity that is not already listed on a stock exchange. Investors should therefore have regard to the other publicly available information in relation to the Company before making a decision whether or not to invest.

Having taken such precautions and having made such enquires as are reasonable, the Company believes that it has complied with the general and specific requirements of ASX as applicable from time to time throughout the 3 months before the issue of this Prospectus which required the Company to notify ASX of information about specified events or matters as they arise for the purpose of ASX making that information available to the securities exchange conducted by ASX.

Information that is already in the public domain has not been reported in this Prospectus other than that which is considered necessary to make this Prospectus complete.

The Company, as a disclosing entity under the Corporations Act states that:

(a) it is subject to regular reporting and disclosure obligations;

(b) copies of documents lodged with the ASIC in relation to the Company (not being documents referred to in section 1274(2)(a) of the Corporations Act) may be obtained from, or inspected at, the offices of the ASIC; and

(c) it will provide a copy of each of the following documents, free of charge, to any person on request between the date of issue of this Prospectus and the Closing Date:

(i) the annual financial report most recently lodged by the Company with the ASIC;

(ii) any half-year financial report lodged by the Company with the ASIC after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with the ASIC; and

(iii) any continuous disclosure documents given by the Company to ASX in accordance with the ASX Listing Rules as referred to in section 674(1) of the Corporations Act after the lodgement of the annual financial report referred to in (i) and before the lodgement of this Prospectus with the ASIC.

Copies of all documents lodged with the ASIC in relation to the Company can be inspected at the registered office of the Company during normal office hours.

Details of documents lodged by the Company with ASX since the date of lodgement of the Company's latest annual financial report and before the lodgement of this Prospectus with the ASIC are set out in the table below.

Date	**Description of Announcement**
12/09/2013	Shareholder Update 2
15/08/2013	Reinstatement to Official Quotation
15/08/2013	Renounceable Issue
13/08/2013	Change of Registered Office
13/08/2013	Suspension from Official Quotation
09/08/2013	Trading Halt request
09/08/2013	Trading Halt
31/07/2013	Quarterly Cashflow Report
31/07/2013	Quarterly Activities Report
07/06/2013	Reinstatement to Official Quotation
07/06/2013	Shareholder Update
05/06/2013	Suspension from Official Quotation
03/06/2013	Trading Halt
30/04/2013	Quarterly Cashflow Report
30/04/2013	Quarterly Activities Report
21/02/2013	Half Year Accounts
31/01/2013	Quarterly Cashflow Report
31/01/2013	Quarterly Activities Report
22/01/2013	Reinstatement to Official Quotation
22/01/2013	Shareholder and Exploration Update

Date	Description of Announcement
11/12/2012	Suspension from Official Quotation
10/12/2012	Trading Halt
20/11/2012	Amended AGM Presentation
15/11/2012	Results of Annual General Meeting
15/11/2012	AGM Presentation
01/11/2012	Response to ASX Query
01/11/2012	Internet Media Posting
01/11/2012	Quarterly Activities Report
01/11/2012	Quarterly Cashflow Report
30/10/2012	Trading Halt
12/10/2012	Notice of Annual General Meeting
12/10/2012	Appendix 3B
20/09/2012	Response to ASX Price and Volume Query
17/08/2012	Annual Report 2012

ASX maintains files containing publicly available information for all listed companies. The Company's file is available for inspection at ASX during normal office hours.

The announcements are also available through the Company's website www.lindianresources.com.au.

8.3 Lead Manager Mandate

Under a Lead Manager and Broker Mandate (**Mandate**), the CPS Capital Group has agreed to act as Underwriter to the Offer (refer to section 8.4 for further detail), act as lead manager and broker in relation to the Offer, co-ordinate and manage the Offer and seek to introduce potential sub underwriters for the Offer.

The Mandate is on standard terms and conditions and the fee payable is the fee set out in the Underwriting Agreement in section 8.4 below.

8.4 Underwriting Agreement

Pursuant to an agreement between CPS Capital Group (**Underwriter**) and the Company (**Underwriting Agreement**), the Underwriter has agreed to fully underwrite the Offer for 207,622,880 Shares and 103,811,440 New Options (**Underwritten Securities**).

Pursuant to the Underwriting Agreement, the Company has agreed to:

(a) pay the Underwriter an underwriting fee of 5% (plus GST) of the amount raised pursuant to the Offer;

(b) pay the Underwriter a management fee of 1% (plus GST) of the amount raised pursuant to the Offer, and

(c) reimburse the Underwriter for all reasonable out of pocket costs and expenses.

The Underwriter will be liable to pay all other AFSL holders or brokers a fee of 5% (plus GST) for any amounts placed or for any sub-underwriting positions entered into.

The Underwriter may terminate the Underwriting Agreement by notice in writing to the Company, without cost or liability to the Underwriter, immediately if, prior to close of the Offer:

(a) **Default**: the Company is in default of any of the obligations under the Underwriting Agreement or breaches any warranty, representation or undertaking given under the Underwriting Agreement which:

  (i) is incapable of remedy or is not remedied by the date valid applications are required to be lodged in accordance with the Underwriting Agreement; and

  (ii) in the reasonable opinion of the Underwriter has or is likely to have a material adverse effect on the Offer;

(b) **Material change**: a material and adverse change occurs after the date of the Underwriting Agreement in the:

  (i) financial position of the Company or a subsidiary of the Company (**Subsidiary**); or

  (ii) the industry in which the Company or a Subsidiary operates;

(c) **Contravention**: the Company contravenes any of the following, which in the reasonable opinion of the Underwriter has a material adverse effect on the Offers:

  (i) any law, regulation, authorisation, ruling, consent, judgment, order or decree of any governmental agency;

  (ii) its Constitution or another constituent document;

  (iii) an encumbrance or document which is binding on:

    (A) the Company or a Subsidiary; or

    (B) an asset of the Company or a Subsidiary;

(d) **Solvency**: an insolvency event (as defined in the Underwriting Agreement) occurs in relation to the Company or a Subsidiary;

(e) **War**: an outbreak of new hostilities or a state of war, whether declared or not, arises after the date of the Underwriting Agreement, or an escalation of hostilities already in existence occurs, involving Australia, Japan, any member country of the European community, the United States of America, any of the member states of the former Union of Soviet Socialist Republics, Indonesia, Peoples' Republic of China, New Zealand, Hong Kong, Taiwan, Singapore or Malaysia, which, in the reasonable opinion of the Underwriter, has or is likely to have a material and adverse effect on the Offer;

(f) **Dishonest director**: after the date of the Underwriting Agreement a director of the Company or a Subsidiary commits or is convicted of a criminal offence or becomes a bankrupt which in the reasonable opinion of the Underwriter has or is likely to have a material and adverse effect on the Offer;

(g) **Authorisation**: any authorisation which is material to anything referred to in this Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;

(h) **Error in Due Diligence Results**: it transpires that any of the due diligence results were false, misleading or deceptive or that there was an omission from them;

(i) **Public statements**: without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer;

(j) **Issue of documents**: the Company issues any prospectus, supplementary or replacement prospectus or like document without the prior written consent of the Underwriter, unless the Company has a statutory obligation to issue a supplementary or replacement prospectus and the Underwriter does not consent within a reasonable time following request by the Company;

(k) **Litigation**: litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against the Company or a Subsidiary, other than any claims foreshadowed in this Prospectus, or;

(l) **Share Price**: the Share price of the Company trading on the ASX under the ASX code of LIN finishes trading for 5 consecutive days with a closing share price that is less than the Share price between the opening and closing dates of the Offer;

(m) **Indices fall**: the S&P or ASX 200 Index closes on any 2 consecutive trading days before the shortfall notice deadline date 5% or more below its respective level as at the close of business on the Business Day prior to the date of the Underwriting Agreement;

(n) **Offer Document**: the Company does not lodge the Prospectus on the lodgement date or the Prospectus or the Offer is withdrawn by the Company;

(o) **No Listing Approval**: the Company fails to lodge an Appendix 3B in relation to the Shares with ASX within 7 days of the lodgement date;

(p) **No Official Quotation**: ASX has advised the Company that it will or may not grant official quotation to the Underwritten Shares on or prior to the shortfall notice deadline date;

(q) **Restriction on allotment**: the Company is prevented from allotting the Shares within the time required by the Underwriting Agreement, the Corporations Act, the ASX Listing Rules, any statute, regulation or order of a court of competent jurisdiction by ASIC, ASX or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;

(r) **Takeovers Panel**: the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the company are unacceptable circumstances under Part 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel;

(s) **Default**: default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking which is incapable of remedy or is not remedied by the date valid applications are required to be lodged;

(t) **Incorrect or untrue representation**; any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;

(u) **Contravention of constitution or Act**: a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the ASX Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;

(v) **Adverse change**: an event occurs which gives rise to a material adverse effect in relation to the Company's assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company;

(w) **Significant change**: a "new circumstance" as referred to in Section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;

(x) **Misleading information**: any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive;

(y) **Change in Act of policy**: there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;

(z) **Prescribed Occurrence**: a Prescribed Occurrence occurs, other than as disclosed in this Prospectus;

(aa) **Suspension of debt payments**: the Company suspends payment of its debts generally;

(bb) **Judgement against a Relevant Company**: a judgement in an amount exceeding $50,000.00 is obtained against a Relevant Company and is not set aside or satisfied within 7 days;

(cc) **Board and senior management composition**: there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Shares without prior written consent of the Underwriter;

(dd) **Change in shareholdings**: there is a material change in the major or controlling shareholdings of a Relevant Company or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to a Relevant Company;

(ee) **Timetable**: there is delay in any specified date in the timetable, which is greater than 3 Business Days;

(ff) **Force Majeure**: a Force Majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs; and

(gg) **Certain resolutions passed**: a Relevant Company passes or takes any steps to pass a resolution under Section 254N, Section 257A or Section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter.

In the event of the Underwriting Agreement being terminated for any reason other than the Underwriter failing to perform its obligations, the Company must:

(a) immediately reimburse and indemnify the Underwriter for all reasonable out of pocket costs and expenses; and

(b) pay the Underwriter professional fees at the Underwriter's usual charge out rates, for all time reasonably spent in connection with the Offer,

each up to a value of $10,000.

The Underwriting Agreement also contains a number of indemnities, representations and warranties from the Company to the Underwriter that are considered standard for an agreement of this type.

8.5 Interests of Directors

Other than as set out in this Prospectus, no Director or proposed Director holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

(a) the formation or promotion of the Company;

(b) any property acquired or proposed to be acquired by the Company in connection with:

 (i) its formation or promotion; or

 (ii) the Offer; or

(c) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to a Director or proposed Director:

(d) as an inducement to become, or to qualify as, a Director; or

(e) for services provided in connection with:

 (i) the formation or promotion of the Company; or

 (ii) the Offer.

Security holdings

Refer to section 3.3 for the Directors' security holdings.

Remuneration

The remuneration of an executive Director is decided by the Board, without the affected executive Director participating in that decision-making process. The total maximum remuneration of non-executive Directors is initially set by the Directors and subsequent variation is by ordinary resolution of Shareholders in general meeting in accordance with the Constitution, the Corporations Act and the ASX Listing Rules, as applicable. The determination of non-executive Directors' remuneration within that maximum will be made by the Board having regard to the inputs and value to the Company of the respective contributions by each non-executive Director. The current amount has been set at an amount not to exceed $500,000 per annum.

A Director may be paid fees or other amounts (ie non-cash performance incentives such as Options, subject to any necessary Shareholder approval) as the other Directors determine, where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director. In addition, Directors are also entitled to be paid reasonable travelling, hotel and other expenses incurred by them respectively in or about the performance of their duties as Directors.

The table below sets out the remuneration provided to the Directors of the Company and their associated companies during the last financial year prior to the date of this Prospectus and their current remuneration at the date of this Prospectus, inclusive of Directors' fees and consultancy fees.

Director	Financial year ended 30 June 2013	Financial year ending 30 June 2014
Matthew Wood	$72,000	$72,000
Steven Leithead	$240,000	$240,000
Brian McMaster	$69,000	$72,000
Scott Funston	$120,000	$120,000
Angus Caithness	$30,000	$30,000
Total	**$531,000**	**$534,000**

8.6 Interests of experts and advisers

Other than as set out below or elsewhere in this Prospectus, no:

(a) person named in this Prospectus as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Prospectus;

(b) promoter of the Company; or

(c) underwriter (but not a sub-underwriter) to the issue or a financial services licensee named in this Prospectus as a financial services licensee involved in the issue,

holds, or has held within the 2 years preceding lodgement of this Prospectus with the ASIC, any interest in:

(d) the formation or promotion of the Company;

(e) any property acquired or proposed to be acquired by the Company in connection with:

(i) its formation or promotion; or

(ii) the Offer; or

(f) the Offer,

and no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given to any of these persons for services provided in connection with:

(g) the formation or promotion of the Company; or

(h) the Offer.

Steinepreis Paganin has acted as the solicitors to the Company in relation to the Offer. The Company estimates it will pay Steinepreis Paganin $20,000 (excluding GST and disbursements) for these services. During the 24 months preceding lodgement of this Prospectus with the ASIC, Steinepreis Paganin has invoiced fees totalling $41,118.48 (excluding GST and disbursements) for legal services provided to the Company.

The CPS Capital Group has been appointed as lead manager and Underwriter to the Offer and as a nominee under ASX Listing Rule 7.7 and will be paid those fees as set out in Sections 4.17 and 8.3. During the 24 months preceding lodgement of this Prospectus with the ASIC, the CPS Capital Group has not been paid any fees for services provided to the Company.

Garrison Equities Pty Ltd has been appointed as sub-underwriter to the Offer and will be paid those fees as set out in Section 3.6 by the Underwriter. During the 24 months preceding lodgement of this Prospectus with the ASIC, Garrison Equities Pty Ltd has not been paid any fees for services provided to the Company.

8.7 Consents

Each of the parties referred to in this section:

(a) does not make, or purport to make, any statement in this Prospectus other than those referred to in this section; and

(b) to the maximum extent permitted by law, expressly disclaim and take no responsibility for any part of this Prospectus other than a reference to its name and a statement included in this Prospectus with the consent of that party as specified in this section.

Specifically:

(a) Steinepreis Paganin has given its written consent to being named as the solicitors to the Company in this Prospectus. Steinepreis Paganin has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC;

(b) the CPS Capital Group has given its written consent to being named as lead manager and Underwriter to the Offer, as well as the Company's nominee under ASX Listing Rule 7.7. The CPS Capital Group has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC; and

(c) Garrison Equities Pty Ltd has given its written consent to being named as sub-underwriter to the Offer. Garrison has not withdrawn its consent prior to the lodgement of this Prospectus with the ASIC.

8.8 Expenses of the offer

The total expenses of the Offer are estimated to be approximately $170,000 (excluding GST) (if the full subscription is raised) and are expected to be applied towards the items set out in the table below:

	$
ASIC fees	2,225
ASX fees	15,000
Lead Manager and underwriting fees	124,574
Legal fees	20,000
Printing and distribution	8,201
Total	**170,000**

8.9 Electronic prospectus

Pursuant to Class Order 00/44, the ASIC has exempted compliance with certain provisions of the Corporations Act to allow distribution of an electronic prospectus and electronic application form on the basis of a paper prospectus lodged with the ASIC, and the publication of notices referring to an electronic prospectus or electronic application form, subject to compliance with certain conditions.

If you have received this Prospectus as an electronic Prospectus, please ensure that you have received the entire Prospectus accompanied by the Application Forms. If you have not, please phone the Company on +61 8 9200 4438 and the Company will send you, for free, either a hard copy or a further electronic copy of the Prospectus, or both. Alternatively, you may obtain a copy of this Prospectus from the Company's website at www.lindianresources.com.au.

The Company reserves the right not to accept an Application Form from a person if it has reason to believe that when that person was given access to the electronic Application Form, it was not provided together with the electronic Prospectus and any relevant supplementary or replacement prospectus or any of those documents were incomplete or altered.

8.10 Financial forecasts

The Directors have considered the matters set out in ASIC Regulatory Guide 170 and believe that they do not have a reasonable basis to forecast future earnings on the basis that the operations of the Company are inherently uncertain. Accordingly, any forecast or projection information would contain such a broad range of potential outcomes and possibilities that it is not possible to prepare a reliable best estimate forecast or projection.

8.11 Clearing House Electronic Sub-Register System (CHESS) and Issuer Sponsorship

The Company will not be issuing Share or New Option certificates. The Company is a participant in CHESS, for those investors who have, or wish to have, a sponsoring stockbroker. Investors who do not wish to participate through CHESS will be issuer sponsored by the Company. Because the sub-registers are electronic, ownership of securities can be transferred without having to rely upon paper documentation.

Electronic registers mean that the Company will not be issuing certificates to investors. Instead, investors will be provided with a statement (similar to a bank account statement) that sets out the number of Shares and New Options allotted to them under this Prospectus. The notice will also advise holders of their Holder Identification Number or Security Holder Reference Number and explain, for future reference, the sale and purchase procedures under CHESS and issuer sponsorship.

Further monthly statements will be provided to holders if there have been any changes in their security holding in the Company during the preceding month.

8.12 Privacy Act

If you complete an application for Securities, you will be providing personal information to the Company (directly or by the Company's share registry). The Company collects, holds and will use that information to assess your application, service your needs as a holder of equity securities in the Company, facilitate distribution payments and corporate communications to you as a Shareholder and carry out administration.

The information may also be used from time to time and disclosed to persons inspecting the register, bidders for your securities in the context of takeovers, regulatory bodies, including the Australian Taxation Office, authorised securities brokers, print service providers, mail houses and the Company's share registry.

You can access, correct and update the personal information that we hold about you. Please contact the Company or its share registry if you wish to do so at the relevant contact numbers set out in this Prospectus.

Collection, maintenance and disclosure of certain personal information is governed by legislation including the *Privacy Act 1988* (Cth) (as amended), the Corporations Act and certain rules such as the ASX Settlement Operating Rules. You should note that if you do not provide the information required on the application for Securities, the Company may not be able to accept or process your application.

8. DIRECTORS' AUTHORISATION

This Prospectus is issued by the Company and its issue has been authorised by a resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Prospectus with the ASIC.

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Steve Leithead
Managing Director
For and on behalf of
LINDIAN RESOURCES LIMITED

9. GLOSSARY

$ means the lawful currency of the Commonwealth of Australia.

Applicant means an Eligible Shareholder who applies for Securities pursuant to the Offer or a Shareholder or other party who applies for Shortfall Securities pursuant to the Shortfall Offer.

Application means an application to subscribe for Securities under this Prospectus.

Application Form means an Entitlement and Acceptance Form or Shortfall Application Form as the context requires.

Application Monies means money submitted by Applicants in respect of Applications.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it as the context requires.

ASX Listing Rules means the listing rules of the ASX.

ASX Settlement Operating Rules means the settlement rules of the securities clearing house which operates CHESS.

BMRC means the Company's wholly owned subsidiary Bundok Mineral Resources Corporation.

Board means the board of Directors unless the context indicates otherwise.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day and any other day that ASX declares is not a business day.

Closing Date means the date specified in the timetable set out at the commencement of this Prospectus (unless extended).

Company means Lindian Resources Limited (ACN 090 772 222).

Constitution means the constitution of the Company as at the date of this Prospectus.

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

CPS Capital Group means CPS Capital Group Pty Ltd (ACN 088 055 636) (AFSL 294848).

DENR means the MGB's parent department, the Department of Environment and Natural Resources.

Directors means the directors of the Company as at the date of this Prospectus.

Eligible Shareholder means a Shareholder of the Company as at the Record Date, other than an Ineligible Shareholder.

Entitlement means the entitlement of an Eligible Shareholder.

Entitlement and Acceptance Form means the entitlement and acceptance form accompanying this Prospectus.

Force Majeure means any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties.

Garrison means Garrison Equities Pty Ltd (ACN 156 569 069).

Ineligible Shareholder means a Shareholder as at the Record Date whose registered address is not situated in Australia or New Zealand.

Material Adverse Effect means:

(a) a material adverse effect on the Offer or on the subsequent market for the Shares (including, without limitation, a material adverse effect on a decision of an investor to invest in Shares); or

(b) a material adverse effect on the condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its subsidiaries taken as a whole.

MGB means the Philippine Mines and Geoscience Bureau.

MPSA means the Mineral Production Sharing Agreement covering the Masapelid Project.

New Option means an Option being issued under this Prospectus, on the terms and conditions set out in section 6.2.

Offer means the renounceable entitlement issue the subject of this Prospectus.

Official Quotation means official quotation on ASX.

Option means an option to acquire a Share.

Optionholder means a holder of an Option.

Prescribed Occurrence means, other than as contemplated in the Mandate between the Company and the CPS Capital Group:

(a) a Relevant Company converting all or any of its shares into a larger or smaller number of shares;

(b) a Relevant Company resolving to reduce its share capital in any way;

(c) a Relevant Company:

(i) entering into a buy-back agreement or;

(ii) resolving to approve the terms of a buy-back agreement under Section 257D or 257E of the Corporations Act;

(d) a Relevant Company issuing, or agreeing to issue, convertible notes;

(e) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;

(f) a Relevant Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property;

(g) a Relevant Company resolving that it be wound up;

(h) the appointment of a liquidator or provisional liquidator of a Relevant Company;

(i) the making of an order by a court for the winding up of a Relevant Company;

(j) an administrator of a Relevant Company, being appointed under Section 436A, 436B or 436C of the Corporations Act;

(k) a Relevant Company executing a deed of company arrangement; or

(l) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of a Relevant Company.

Projects means the Masapelid, Del Gallego, Salacot, Abra, Mt Balantingon, Buena Aurora and Exciban Projects, located in the Philippines.

Prospectus means this prospectus.

Record Date means the date specified in the timetable set out at the commencement of this Prospectus.

Relevant Company means the Company and each of its subsidiaries.

Renewal Application means an application for a 2 year renewal of the exploration period under the MPSA.

Securities means the Shares and New Options offered under this Prospectus.

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

Shareholder means a holder of a Share.

SMMC means San Manuel Mining Corporation.

Shortfall means the Securities not applied for under the Offer (if any).

Shortfall Application Form means the shortfall application form accompanying this Prospectus.

Shortfall Offer means the offer of the Shortfall on the terms and conditions set out in section 4.13 of this Prospectus.

Shortfall Securities means those Securities issued pursuant to the Shortfall.

Shortfall Shares means those Shares issued pursuant to the Shortfall.

WST means Western Standard Time as observed in Perth, Western Australia.