

NEW AGE EXPLORATION LIMITED

ABN 65 004 749 508

NOTICE OF GENERAL MEETING

Notice is given that a General Meeting of New Age Exploration Limited ("the Company" or "New Age Exploration") will be held at 10:00am on Tuesday 13 April 2010 at:

The Institute of Chartered Accountants
Level 3, Bourke Place
600 Bourke Street, Melbourne, Victoria, 3000

Further details in respect of the resolutions proposed in this Notice of General Meeting are set out in the Explanatory Memorandum which accompanies and forms part of this Notice of General Meeting. The details of each resolution contained in the Explanatory Memorandum should be read together with this Notice of General Meeting.

RESOLUTIONS - ORDINARY BUSINESS

To consider and, if thought fit, pass the following as ordinary resolutions:

Resolution 1 - Issue of Options to Underwriter

"THAT shareholders approve the issue of up to 19,280,000 options each to acquire one (1) ordinary share in the capital of the Company having an exercise price of ten cents (\$0.10) each and expiring on 31 March 2012 to Patersons Securities Limited [ACN 008 896 331] and/or its nominees as described in the Explanatory Memorandum which accompanied and formed part of the Notice of Meeting."

Voting Exclusion Statement

The Company will disregard any votes cast on Resolution 1 by:

- *a person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the resolution is passed; or*
- *an associate of those persons.*

However, the Company need not disregard a vote on Resolution 1 if:

- *it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or*
- *it is cast by the person chairing the meeting as proxy for a person who is entitled to vote in accordance with a direction on the proxy form to vote as the proxy decides.*

Resolution 2 – Issue of Options to Mr Edwin Stoye

"THAT shareholders approve the issue of up to 1,200,000 of the options described in Resolution 1 (each to acquire one (1) ordinary share in the capital of the Company having an exercise price of ten cents (\$0.10) each and expiring on 31 March 2012) to Mr Edwin Stoye (or nominee), a director of the Company as described in the Explanatory Memorandum which accompanied and formed part of the Notice of Meeting."

Voting Exclusion Statement

The Company will disregard any votes cast on Resolution 2 by:

- *a person who is to receive securities in relation to the Company;*
- *persons who may participate in the proposed issue and persons who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities if the Resolution is passed; or*
- *an associate of those persons.*

However, the Company need not disregard a vote on Resolution 2 if:

- *it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or*

it is cast by the person chairing the meeting as proxy for a person who is entitled to vote in accordance with a direction on the proxy form to vote as the proxy decides.

Resolution 3 - Issue of Options to Mr Gary Fietz

"THAT shareholders approve the issue of 13,000,000 free options each to acquire one (1) ordinary share in the capital of the Company having an exercise price of ten cents (\$0.10) each and expiring on 31 March 2013 to Mr Gary Fietz, the proposed Managing Director of the Company as described in the Explanatory Memorandum which accompanied and formed part of the Notice of Meeting."

Voting Exclusion Statement

The Company will disregard any votes cast on Resolution 3 by:

- *a person who is to receive securities in relation to the Company;*
- *a person who may participate in the proposed issue and a person who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities, if the resolution is passed; or*
- *an associate of those persons.*

However, the Company need not disregard a vote on Resolution 3 if:

- *it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or*
- *it is cast by the person chairing the meeting as proxy for a person who is entitled to vote in accordance with a direction on the proxy form to vote as the proxy decides.*

Resolution 4 - Issue of Options to Directors

"THAT shareholders approve the issue by the Company of a total of up to 2,500,000 free options each to acquire one (1) ordinary share in the capital of the Company having an exercise price of ten cents (\$0.10) each and expiring on 31 March 2013 to directors of the Company, as described in the Explanatory Memorandum which accompanied and formed part of the Notice of Meeting."

Voting Exclusion Statement

The Company will disregard any votes cast on Resolution 4 by:

- *a person who is to receive securities in relation to the Company;*
- *persons who may participate in the proposed issue and persons who might obtain a benefit, except a benefit solely in the capacity of a holder of ordinary securities if the Resolution is passed; or*
- *an associate of those persons.*

However, the Company need not disregard a vote on Resolution 4 if:

- *it is cast by a person as proxy for a person who is entitled to vote, in accordance with the directions on the proxy form; or*
- *it is cast by the person chairing the meeting as proxy for a person who is entitled to vote in accordance with a direction on the proxy form to vote as the proxy decides.*

Dated: 11 March 2010

By the order of the Board

Adrien Wing
Director

The accompanying Explanatory Memorandum and the Proxy and Voting Instructions form part of this Notice of Meeting.

PROXY AND VOTING INSTRUCTIONS

Proxy Instructions

A member who is entitled to vote at a meeting may appoint:

- (a) one proxy if the member is only entitled to one vote; and
- (b) one or two proxies if the member is entitled to more than one vote.

Where more than one proxy is appointed each proxy may be appointed to represent a specific proportion of the member's voting rights. If the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes in which case any fraction of votes will be disregarded.

The proxy form (and the power of attorney or other authority, if any, under which the proxy form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the proxy form (and the power of attorney or other authority) must be lodged at the registered office of the Company or sent by facsimile transmission to the Company's registered office on +61 3 9614 0550 not less than 48 hours before the time for holding the Meeting, or adjourned meeting as the case may be, at which the individual named in the proxy form proposes to vote.

The proxy form must be signed by the member or his/her attorney duly authorised in writing or, if the member is a corporation, in a manner permitted by

the Corporations Act. A proxy given by a foreign corporation must be executed in accordance with the laws of that corporation's place of incorporation.

The proxy may, but need not, be a member of the Company.

A proxy form is attached to this Notice.

Corporate Representatives

Any corporation which is a member of the Company may authorise (by certificate under common seal or other form of execution authorised by the laws of that corporation's place of incorporation, or in any other manner satisfactory to the chairperson of the Meeting) a natural person to act as its representative at any general meeting.

Voting Entitlement

For the purposes of the Corporations Act and Corporations Regulations shareholders entered on the Company's Register of Members as at 10:00 am on 11 April 2010 (Melbourne, Victoria time) are entitled to attend and vote at the meeting.

On a poll, members have one vote for every fully paid ordinary share held. Holders of options are not entitled to vote.

NEW AGE EXPLORATION LIMITED
ABN 65 004 749 508
("the Company")
GENERAL MEETING

EXPLANATORY MEMORANDUM

PURPOSE OF INFORMATION

This Explanatory Memorandum ("this Memorandum") is dated 11 March 2010 and accompanies and forms part of the Company's Notice of the General Meeting to be held at 10:00am on Tuesday 13 April 2010 at:

The Institute of Chartered Accountants
Level 3, Bourke Place
600 Bourke Street, Melbourne, Victoria, 3000

The Notice of General Meeting incorporates, and should be read together with, this Memorandum.

Resolution 1 - Issue of Options to Underwriter

Patersons Securities Limited has agreed to fully underwrite a pro-rata renounceable rights issue of 1 new share for every 1 share held by shareholders at an issue price of 8.5 cents each together with 1 option for every 12 new shares accepted ("the Pro-rata Renounceable Rights Issue") that is offered by the Company.

In consideration of the Underwriter underwriting the Pro-rata Renounceable Rights Issue, the Company has agreed to issue the Underwriter 19,280,000 options. Resolution 1 is proposed to obtain shareholder approval to issue 19,280,000 options to Patersons Securities Limited [ACN 008 896 331] ("the Underwriter") and/or its nominees which are expected to include sub-underwriters of the Pro-rata Renounceable Rights Issue.

Pursuant to an agreement between the Underwriter and the Company ("the Underwriting Agreement"), the Underwriter has agreed to fully underwrite the Rights Issue. The terms of the Underwriting Agreement are set out in Annexure C attached to this Memorandum.

Mr Edwin Stoye, a director of the Company has agreed to sub-underwrite 3,000,000 shares (having 250,000 free attaching options) and will therefore be entitled to receive 1,200,000 options as described in the explanatory statement for Resolution 2.

Each of the options will be issued no later than three (3) months after the date of the meeting (or such later date as is permitted by the Listing Rules of ASX, the Corporations Act 2001 and/or the Australian Securities and Investments Commission). The terms of the proposed options are set out in Annexure A attached to this Memorandum.

No funds will be raised by the issue of the options the subject of Resolution 1. If the options are exercised the funds received will be applied to the working capital requirements of the Company at that time.

Shareholder approval for the proposed issue of options is required pursuant to ASX Listing Rule 7.1. ASX Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue during any 12 month period, any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceeds 15% of the number of securities in the same class on issue at the commencement of that 12 month period. One circumstance for an action or an issue is not taken into account in the calculation of this 15% threshold, is where the issue has the prior approval of shareholders in General Meeting. By obtaining shareholder approval to issue the options the Company maintains its ability to issue further securities up to the 15% limit without further shareholder approval, to take advantage of opportunities which may arise to raise additional capital.

Resolution 2 –Issue of Options to Mr Edwin Stoye

Mr Edwin Stoye, a director of the Company, has agreed to sub-underwrite 3,000,000 (including 250,000 free attaching options) of those shares being offered under the Pro-rata Renounceable Rights Issue that are being underwritten by Patersons Securities Limited as described in the explanatory statement for Resolution 1. Further to this agreement and subject to shareholders approving Resolution 2, Mr Edwin Stoye (or nominee) will be entitled to receive up to 1,200,000 of the options that are being issued to Patersons Securities pursuant to Resolution 1. Mr Edwin Stoye will receive up to \$3,187.50 in Sub-underwriting fees.

Listing Rule 10.11 requires a company to obtain the approval of shareholders for issuing options to a related party of the Company, a related party includes a director of the Company. Resolution 2 is proposed to obtain shareholder approval to issue up to 1,200,000 options to Mr Edwin Stoye or his nominee.

The terms of the Underwriting Agreement are set out in Annexure C to the Memorandum.

The options will be issued no later than one (1) month after the date of the meeting (or such later date as is permitted by the Listing Rules of ASX, the Corporations Act 2001 or the Australian Securities and Investments Commission). The terms of the proposed options are set out in Annexure A attached to this Memorandum.

ASX Listing Rule 7.1 requires the prior approval of shareholders in General Meeting to issue securities if the number of those securities exceeds 15% of the number of the same class of securities at the commencement of the relevant 12 month period. This rule does not apply in respect of an issue made with the approval of holders of ordinary securities under ASX Listing Rule 10.11. If approval is given under ASX Listing Rule 10.11, approval is not required under ASX Listing Rule 7.1.

Also, by obtaining shareholder approval, the Company retains the ability to issue further shares or options of up to 15% of its ordinary shares under Chapter 7 of the ASX Listing Rules to take advantage of opportunities to obtain further funds if required and available in the future.

No funds will be raised by the issue of options the subject of Resolution 2. If the options are exercised the funds received will be applied to working capital requirements of the Company at that time.

Mr Edwin Stoye because of his interest, makes no recommendation in relation to this Resolution 2.

Resolution 3 - Issue of Options to Mr Gary Fietz

Subject to satisfactory completion of the Pro-rata Renounceable Rights Issue, the Company intends to appoint Mr Gary Fietz as the Managing Director of the Company. As consideration for Mr Gary Fietz consenting to being appointed as the Managing Director, the Company has agreed to issue him up to 13,000,000 options.

Mr Feitz's appointment as the Managing Director is subject to the completion of the Pro-rata Renounceable Rights Issue and shareholders approving the issue of options to him under this Resolution 3.

As such, Resolution 3 is proposed to obtain shareholder approval to the issue of up to 13,000,000 options in the Company to Mr Gary Fietz.

The options will be issued no later than three (3) months after the date of the meeting (or such later date as is permitted by the Listing Rules of ASX, the Corporations Act 2001 and/or the Australian Securities and Investments Commission). The options will be unlisted, shall expire six (6) months after the resignation or termination of Mr Gary Fietz and shall be otherwise issued on the terms set out in Annexure B attached to this Memorandum. Should the Pro-rata Renounceable Rights Issue not be completed Mr Fietz will not become the Managing Director and the options will not be issued.

Each of the options issued to Mr Gary Fietz will also be subject to vesting conditions as follows:

- (a) ten million (10,000,000) upon the date of issue;
- (b) one million five hundred thousand (1,500,000) when and if the volume weighted average price of the Company's fully paid ordinary shares for any thirty day period exceeds fourteen cents (\$0.14); and
- (c) one million five hundred thousand (1,500,000) when and if the volume weighted average price of the Company's fully paid ordinary shares for any thirty day period exceeds sixteen cents (\$0.16);

No funds will be raised by the issue of options the subject of Resolution 3. If the options are exercised the funds received will be applied to working capital requirements of the Company at that time.

Listing Rule 7.1 provides that a company must not, subject to specified exceptions, issue or agree to issue during any 12 month period any equity securities, or other securities with rights to conversion to equity (such as an option), if the number of those securities exceed 15% of the number of securities in the same class on issue at the commencement of that 12 month period. One circumstance where an issue is not taken into account in the calculation of this 15% threshold is where the issue has the prior approval of shareholders in general meeting. By obtaining shareholder approval to issue the options the Company maintains the ability to issue further securities up to the 15% limit without further shareholder approval, to take advantage of opportunities which may arise to raise additional capital.

Resolution 4- Issue of Options to Directors

Listing Rule 10.11 requires a company to obtain the approval of shareholders for issuing options to a related party of the Company, a related party includes a director of the Company. Passing Resolution 4 will permit the directors named in the table below (or their nominees) to acquire options in the Company.

The table below sets out the number of shares and options in the Company held by directors and subject to approval of Resolution 4, the number of options directors will receive.

Director and/or Nominee	Proposed Options to be Issued	Current Shares (directly and indirectly) Held	Current Options (directly and indirectly) Held
Adrien Wing	1,000,000		nil
Gavan Rice	750,000	200,000	nil
Edwin Stoyle*	750,000	1,960,000	nil
Total	2,500,000	2,160,000	nil

** Please note that if Resolution 2 is approved Mr Stoyle will also be entitled to receive an additional 1,200,000 options in the capital of the Company. The terms of those options are described in the Explanatory Statement for Resolution 2. If Mr Stoyle is required to fully subscribe to his sub-underwriting obligations under the Pro-rata Renounceable Rights Issue, he will also be entitled to receive up to 3,000,000 shares and 250,000 free attaching options.*

The terms of the options to be issued to the directors named above are as follows:

The options will be issued no later than one (1) month after the date of the meeting (or such later date as is permitted by the Listing Rules of ASX, the Corporations Act 2001 or the Australian Securities and Investments Commission). The options will be unlisted, shall expire six (6) months after the resignation or termination of the director who holds them and shall otherwise be issued on the terms set out in Annexure B attached to this Memorandum.

ASX Listing Rule 7.1 requires the prior approval of shareholders in General Meeting to issue

securities if the number of those securities exceeds 15% of the number of the same class of securities at the commencement of the relevant 12 month period. This rule does not apply in respect of an issue made with the approval of holders of ordinary securities under ASX Listing Rule 10.11. If approval is given under ASX Listing Rule 10.11, approval is not required under ASX Listing Rule 7.1.

Also, by obtaining shareholder approval, the Company retains the ability to issue further shares or options of up to 15% of its ordinary shares under Chapter 7 of the ASX Listing Rules to take advantage of opportunities to obtain further funds if required and available in the future.

No funds will be raised by the issue of options the subject of Resolution 4. If the options are exercised the funds received will be applied to working capital requirements of the Company at that time.

The directors subject to this Resolution 4, because of their interest, make no recommendation in relation to this Resolution 4.

NOTE:

Unless otherwise specified, all monetary amounts are expressed in Australian dollars.

Annexure A
Option Terms

- (a) Each option entitles the holder to acquire one ordinary fully paid share in the capital of the Company.
- (b) Each option will have an exercise price of ten cents (\$0.10) each.
- (c) The options are exercisable at any time prior to 5:00 pm Melbourne time on 31 March 2012 ("the Expiry Date") by completing the option exercise form and delivering it together with the payment for the number of shares in respect of which the options are exercised to the registered office of the Company. Any option that has not been exercised prior to the Expiry Date automatically lapses. Holders shall not be entitled to exercise their options (and the Company will not be required to issue shares upon such exercise) if it would be unlawful to do so.
- (d) The exercise price of the options is 10 cents (\$0.10) per option payable in full on exercise.
- (e) Subject to the Corporations Act, the ASX Listing Rules, and the Constitution of the Company and unless otherwise specified at the time of issue, options are freely transferable. All shares issued upon exercise of options will rank pari passu in all respects with, and will have the same terms as, the Company's then issued ordinary fully paid Shares. The Company will apply for official quotation by ASX of all Shares issued upon exercise of options, subject to any restriction obligations imposed by ASX.
- (f) The options will not give any right to participate in dividends until shares are issued pursuant to the exercise of the relevant options.
- (g) There are no participation rights or entitlements inherent in the options. Option holders are not entitled to participate in new issues of securities offered to shareholders without first exercising the options. Subject to any waiver granted by ASX, the Company will send notices to option holders at least five business days prior to the record date applying to offers of securities made to shareholders during the currency of the options.
- (h) In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company prior to the Expiry Date, the number of options or the exercise price of the options or both shall be reconstructed in accordance with the ASX Listing Rules applying to a reorganisation of capital at the time of the reconstruction.

Annexure B
Option Terms

- (a) Each option entitles the holder to acquire one ordinary fully paid share in the capital of the Company.
- (b) Each option will have an exercise price of ten cents (\$0.10) each.
- (c) The options are exercisable at any time prior to 5:00 pm Melbourne time on 31 March 2013 ("the Expiry Date") by completing the option exercise form and delivering it together with the payment for the number of shares in respect of which the options are exercised to the registered office of the Company. Any option that has not been exercised prior to the Expiry Date automatically lapses. Holders shall not be entitled to exercise their options (and the Company will not be required to issue shares upon such exercise) if it would be unlawful to do so.
- (d) The exercise price of the options is 10 cents (\$0.10) per option payable in full on exercise.
- (e) Subject to the Corporations Act, the ASX Listing Rules, and the Constitution of the Company and unless otherwise specified at the time of issue, options are freely transferable. All shares issued upon exercise of options will rank pari passu in all respects with, and will have the same terms as, the Company's then issued ordinary fully paid Shares. The Company will apply for official quotation by ASX of all Shares issued upon exercise of options, subject to any restriction obligations imposed by ASX.
- (f) The options will not give any right to participate in dividends until shares are issued pursuant to the exercise of the relevant options.
- (g) There are no participation rights or entitlements inherent in the options. Option holders are not entitled to participate in new issues of securities offered to shareholders without first exercising the options. Subject to any waiver granted by ASX, the Company will send notices to option holders at least five business days prior to the record date applying to offers of securities made to shareholders during the currency of the options.
- (h) In the event of any reconstruction (including consolidation, subdivision, reduction or return) of the issued capital of the Company prior to the Expiry Date, the number of options or the exercise price of the options or both shall be reconstructed in accordance with the ASX Listing Rules applying to a reorganisation of capital at the time of the reconstruction.

In addition to the terms set out above, the options to be issued to Mr Gary Fietz pursuant to Resolution 3 also have vesting conditions which are fully described in the explanatory statement for Resolution 3.

Annexure C
Terms of Underwriting Agreement

Please note that defined terms are set out at the end of this Annexure C.

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

- (a) pay the Underwriter an underwriting fee of 5% on the amount raised by the Pro-rata Renounceable Rights Issue;
- (b) pay the Underwriter a corporate advisory fee of \$60,000; and
- (c) issue to the Underwriter (or its nominees) 19,280,000 Underwriter Options.

The Agreement is conditional upon approving the passage of all resolutions the subject of this Notice of Meeting.

The obligation of the Underwriter to underwrite the Offer is subject to certain events of termination. The Underwriter may terminate its obligations under the Underwriting Agreement on the occurrence of specified events including:

- (a) **(Indices fall):** any of the S&P/ASX 200 Index, or the S&P/ASX 200 Materials Index as published by ASX is at any time after the date of the Underwriting Agreement 10% or more below its respective level at the close of business on the Business Day prior to the date of the Underwriting Agreement; or
- (b) **(Share Price):** the closing sale price of the Company's Shares as recorded by ASX is below the Price; or
- (c) **(Prospectus):** the Company does not lodge the Prospectus on the Lodgment Date or the Prospectus or Offer is withdrawn by the Company; or
- (d) **(No Official Quotation):** Official Quotation has not been granted by the Shortfall Notice Deadline Date or, having been granted, is subsequently withdrawn, withheld or qualified; or
- (e) **(Supplementary prospectus):**
 - (i) the Underwriter, having elected not to exercise its right to terminate its obligations under the Underwriting Agreement as a result of an occurrence as described in clause 13.1(q)(vi), forms the view on reasonable grounds that a supplementary or replacement prospectus should be lodged with ASIC for any of the reasons referred to in section 719 of the Corporations Act and the Company fails to lodge a supplementary or replacement prospectus in such form and content and within such time as the Underwriter may reasonably require; or
 - (ii) the Company lodges a supplementary or replacement prospectus without the prior written agreement of the Underwriter; or
- (f) **(Non compliance with disclosure requirements):** it transpires that the Prospectus does not contain all the information that investors and their professional advisers would reasonably require to make an informed assessment of:
 - (i) the effect of the Offer on the Company; and
 - (ii) the rights and liabilities attaching to the Rights Securities; or
- (g) **(Misleading Prospectus):** it transpires that there is a statement in the Prospectus that is misleading or deceptive or likely to mislead or deceive, or that there is an omission from the Prospectus (having regard to the provisions of sections 711, 713 and 716 of the Corporations

Act) or if any statement in the Prospectus becomes misleading or deceptive or likely to mislead or deceive or if the issue of the Prospectus is or becomes misleading or deceptive or likely to mislead or deceive; or

- (h) **(Restriction on allotment):** the Company is prevented from allotting the Rights Securities within the time required by the Underwriting Agreement, the Corporations Act, the 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; or
- (i) **(Withdrawal of consent to Prospectus):** any person (other than the Underwriter) who has previously consented to the inclusion of its, his or her name in the Prospectus or to be named in the Prospectus, withdraws that consent; or
- (j) **(ASIC application):** an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Prospectus, the Shortfall Notice Deadline Date has arrived, and that application has not been dismissed or withdrawn;
- (k) **(ASIC hearing):** ASIC gives notice of its intention to hold a hearing under section 739 of the Corporations Act in relation to the Prospectus to determine if it should make a stop order in relation to the Prospectus or the ASIC makes an interim or final stop order in relation to the Prospectus under section 739 of the Corporations Act; or
- (l) **(Takeovers Panel):** the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel; or
- (m) **(Hostilities):** there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of this agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world; or
- (n) **(Authorisation):** any authorisation which is material to anything referred to in the Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter; or
- (o) **(Indictable offence):** a director or senior manager of a Relevant Company is charged with an indictable offence; or
- (p) **(Designated Sub-underwriters):** any of the Designated Sub-underwriters do not or threaten not to comply with its obligations under the sub-underwriting agreements; or
- (q) **(Termination Events):** subject to the occurrence of the event described below having a material adverse effect on the Rights Issue, any of the following events occurs:
 - (i) **(Default):** default or breach by the Company under this Agreement of any terms, condition, covenant or undertaking; or
 - (ii) **(Incorrect or untrue representation):** any representation, warranty or undertaking given by the Company in this Agreement is or becomes untrue or incorrect; or
 - (iii) **(Contravention of constitution or Act):** a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX; or

- (iv) **(Adverse change):** an event occurs which gives rise to a Material Adverse Effect or any adverse change or any development including a prospective adverse change after the date of this Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of any Relevant Company including, without limitation, if any forecast in the Prospectus becomes incapable of being met or in the Underwriter's reasonable opinion, unlikely to be met in the projected time; or
- (v) **(Error in Due Diligence Results):** it transpires that any of the Due Diligence Results or any part of the Verification Material was false, misleading or deceptive or that there was an omission from them; or
- (vi) **(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; or
- (vii) **(Public statements):** without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer, the Issue or the Prospectus; or
- (viii) **(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 Issue or the affairs of any Relevant Company is or becomes misleading or deceptive or likely to mislead or deceive; or
- (ix) **(Official Quotation qualified):** the Official Quotation is qualified or conditional other than as set out in the definition of "Official Quotation"; or
- (x) **(Change in Act or 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; or
- (xi) **(Prescribed Occurrence):** a Prescribed Occurrence occurs, other than as disclosed in the Prospectus; or
- (xii) **(Suspension of debt payments):** the Company suspends payment of its debts generally; or
- (xiii) **(Event of Insolvency):** an Event of Insolvency occurs in respect of a Relevant Company; or
- (xiv) **(Judgment against a Relevant Company):** a judgment in an amount exceeding \$50,000 is obtained against a Relevant Company and is not set aside or satisfied within 7 days; or
- (xv) **(Litigation):** litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced or threatened against any the Company, other than any claims foreshadowed in the Prospectus; or
- (xvi) **(Board and senior management composition):** Other than as disclosed in this Prospectus, there is a change in the composition of the Board or a change in the senior management of the Company before Completion without the prior written consent of the Underwriter which consent is not be unreasonably withheld; or
- (xvii) **(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; or

- (xviii) **(Timetable)**: there is a delay in any specified date in the Timetable which is greater than 7 Business Days; or
- (xix) **(Force Majeure)**: a Force Majeure affecting the Company's business or any obligation under the Agreement lasting in excess of 7 days occurs; or
- (xx) **(Certain resolutions passed)**: the 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; or
- (xxi) **(Capital Structure)**: the Company alters its capital structure in any manner not contemplated by the Prospectus; or
- (xxii) **(Breach of Material Contracts)**: any of the Material Contracts is terminated or substantially modified; or
- (xxiii) **(Investigation)**: any person is appointed under any legislation in respect of companies to investigate the affairs of the Company; or
- (xxiv) **(Market Conditions)**: a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

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.

Definitions:

"ASIC" means the Australian Securities and Investments Commission.

"ASX" means ASX Limited.

"Business Day" has the same meaning as in the Listing Rules.

"Closing Date" means the closing date specified in the Timetable to close the subscription lists for the Issue.

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

"Designated Sub-underwriter" means those sub-underwriters appointed by the Underwriter.

"Due Diligence Program" means the legal, accounting, commercial and other investigations of the assets and liabilities, financial position and performance, profits and losses and prospects of each Relevant Company (including its future business plans and financial forecasts) conducted in the period up until Completion.

"Due Diligence Results" means the results of the investigations which make up the Due Diligence Program, as maintained by the Company including but not limited to all due diligence reports and reports of the due diligence committee (established in connection with the Offer) ("Due Diligence Committee"), including all supporting documents and working papers to which the Due Diligence Program relates.

"Event of Insolvency" means:

- (a) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer

is appointed in respect of a person or any asset of a person;

- (b) a liquidator or provisional liquidator is appointed in respect of a corporation;
- (c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (i) appointing a person referred to in paragraphs (a) or (b);
 - (ii) winding up a corporation; or
 - (iii) proposing or implementing a scheme of arrangement;
- (d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;
- (e) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;
- (f) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable Act to be, insolvent or unable to pay its debts; or
- (g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

"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.

"Issue" means the issue of the Rights Securities offered pursuant to the Prospectus.

"Listing Rules" means the Listing Rules from time to time of ASX.

"Lodgement Date" means the date so specified in the Timetable or such other date as the Underwriter and the Company agree in writing.

"Material Adverse Effect" means:

- (a) a material adverse effect on the outcome of the Offer or on the subsequent market for the Rights Securities (including, without limitation, matters likely to have a material adverse effect on a decision of an investor to invest in Rights Securities); or
- (b) a material adverse effect on the assets, condition, trading or financial position, performance, profits and losses, results, prospects, business or operations of the Company and its Subsidiaries either individually or taken as a whole; or
- (c) the Underwriter's obligations under this Agreement becoming materially more onerous than those which exist at the date of this Agreement; or
- (d) a material adverse effect on the tax position of either;
- (e) the Company and its Subsidiaries either individually or taken as a whole; or
- (f) an Australian resident shareholder in the Company.

"Offer" means a pro rata renounceable offer to the Shareholders to subscribe for the Rights Securities at the Price on the basis of one Rights Share for every Share of which the Shareholder is the registered holder as at 5.00pm on the Record Date and one Rights Option for every twelve Rights Shares subscribed for pursuant to the Prospectus.

"Official Quotation" means the grant by ASX of "Official Quotation" (as that term is used in the Listing Rules) of all of the Rights Securities when allotted which if conditional may only be conditional on the allotment of the Rights Securities.

"Prescribed Occurrence" means:

- (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 257C or 257D of the Corporations Act;
- (d) a Relevant Company making an issue of, or granting an option to subscribe for, any of its shares, or agreeing to make such an issue or grant such an option, other than an issue or agreement to issue in accordance with the Offer or the terms of this Agreement;
- (e) a Relevant Company issuing, or agreeing to issue, convertible notes;
- (f) a Relevant Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;
- (g) a Relevant Company charging, agreeing to charge, the whole, or a substantial part, of its business or property;
- (h) a Relevant Company resolving that it be wound up;
- (i) the appointment of a liquidator or provisional liquidator to a Relevant Company;
- (j) the making of an order by a court for the winding up of a Relevant Company;
- (k) an administrator of a Relevant Company, being appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) a Relevant Company executing a deed of company arrangement; or
- (m) 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.

"Price" means \$0.085 (eight and a half cents) per Rights Share.

"Prospectus" means the prospectus for the offering of the Rights Securities which will be issued by the Company and lodged with the ASIC by the Lodgement Date and which will be in a form approved by the Underwriter and initialled by way of identification and includes any Supplementary Prospectus.

"Relevant Company" means the Company and each Subsidiary.

"Rights Securities" means the 48,200,000 Rights Shares and 4,016,667 Rights Options the subject of the Offer.

"Rights Shares" means 48,200,000 Shares the subject of the Offer.

"Shares" means fully paid ordinary shares in the capital of the Company.

"Shortfall Notice Deadline Date" means the day specified in the Timetable as the date by which the Company must give the Underwriter written notice of the Shortfall Securities accompanied by a Certificate.

"Subsidiary" means each company which at the date of execution of this Agreement or at the time of Completion is a subsidiary of the Company within the meaning of the Corporations Act.

"Timetable" means the timetable for the Offer as varied from time to time by written agreement of the Company and the Underwriter.

"Underwriter Options" means 19,280,000 Options to be issued to the Underwriter or its nominees.

"Verification Material" means the material maintained by the Company being the documents and information provided by the Company in support of statements made in the Prospectus.

NEW AGE EXPLORATION LIMITED

ABN 65 004 749 508

("the Company")

PROXY FORM

*If the Chair of the meeting is appointed as your proxy, or may be appointed by default and you do **not** wish to direct your proxy how to vote as your proxy in respect of a resolution, please place a mark in this box:*

I/We _____

of _____

being a member(s) of New Age Exploration Limited

and entitled to _____ shares appoint:

Name of Proxy: _____

[write the name of the person you are appointing if this person is someone other than the Chair of the meeting]

Address of Proxy: _____

or in his/her absence or if no person is named, the Chair of the meeting as my/our proxy act generally at the meeting on my/our behalf and to vote on my/our behalf at the General Meeting of the Company to be held at The Institute of Chartered Accountants Level 3, Bourke Place, 600 Bourke Street, Melbourne, Victoria, 3000 on Tuesday, 13 April 2010 at 10:00am and at any adjournment of that meeting.

If two proxies are appointed, complete the following sentence:

This proxy is authorised to exercise votes/ % of my/our total voting rights.

By marking this box you acknowledge that the Chair of the meeting may exercise your proxy even if he has an interest in the outcome of the resolution(s) and that votes cast by the Chair of the meeting for those resolutions other than as proxy holder will be disregarded because of that interest.

If you do not mark this box, and you have not directed your proxy how to vote, the Chair will not cast your votes on the resolution and your votes will not be counted in calculating the required majority if a poll is called on the resolution.

The Chairman intends voting undirected proxies in favour of the resolutions in which he is permitted to vote. The Chairman does not intend to cast a vote in respect of undirected proxies on Resolution 4 as he has an interest in the outcome of those resolutions and is a person to whom the voting exclusion statements in respect of Resolution 4 applies.

or in his/her absence, the Chairman of the meeting as my/our proxy to vote on my/our behalf at the General Meeting of the Company to be held at:

The Institute of Chartered Accountants
Level 3, Bourke Place,
600 Bourke Street, Melbourne, Victoria, 3000

at 10:00am on Tuesday 13 April 2010

If two proxies are appointed, complete the following sentence:

This proxy is authorised to exercise votes/ % of my/our total voting rights.

Proxy Instructions

To instruct your proxy how to vote, insert 'X' in the appropriate column against each resolution set out below. If you do not instruct your proxy how to vote on a resolution, your proxy may vote as he/she thinks fit or abstain from voting.

I/We direct my/our proxy to vote as indicated below:

For Against Abstain

Resolution 1 Issue of Shares to Underwriter

Resolution 2 Issue of Options to Mr Edwin Stoyale

Resolution 3 Issue of Options to Mr Gary Fietz

Resolution 4 Issue of Options to Directors

If a person: _____ (Signature) _____ Name (print) Date: ____/____/____	If a company: EXECUTED by: _____ Name of company (print) in accordance with the Corporations Act _____ (Signature) _____ (Signature) Date: ____/____/____
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This proxy and any power of attorney or other authority under which it is signed (or a certified copy) must be lodged at:

(a) at Level 17, 500 Collins Street, Melbourne, Victoria 3000; or

(b) by facsimile on (03)9614 0550 (international: +61 3 9614 0550),

by 10:00 am (Melbourne time) on 11 April 2010, being not less than 48 hours before the time for holding the meeting or adjourned meeting as the case may be.