

# Amended and Restated Scheme Implementation Agreement

Dated 23 May 2012

Hanlong (Africa) Mining Investment Limited ("Hanlong")  
Sundance Resources Limited (ABN 19 055 719 394) ("Sundance")

**King & Wood Mallesons**  
Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
[www.kwm.com](http://www.kwm.com)  
Ref: DLF:DE:PS

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# Amended and Restated Scheme Implementation Agreement

## Details

<b>Parties</b>	<b>Hanlong and Sundance</b>	
<b>Hanlong</b>	<b>Name</b>	<b>Hanlong (Africa) Mining Investment Limited</b>
	<b>Address</b>	C/O Hanlong Mining Investment Pty Ltd 29/F, 9 Castlereagh Street, Sydney NSW 2000
	<b>Telephone</b>	+61 2 9235 2386
	<b>Fax</b>	+61 2 9235 2482
	<b>Attention</b>	Nelson Chen
<b>Sundance</b>	<b>Name</b>	<b>Sundance Resources Limited</b>
	<b>ABN</b>	19 055 719 394
	<b>Address</b>	Level 35, 2 The Esplanade Perth WA 6000
	<b>Telephone</b>	+61 8 9220 2300
	<b>Fax</b>	+61 8 9220 2311
<b>Attention</b>	Peter Canterbury	
<b>Recitals</b>	<b>A</b>	Sundance and Hanlong propose to merge by means of a members' scheme of arrangement under Part 5.1 of the Corporations Act.
	<b>B</b>	The parties to this agreement entered into a scheme implementation agreement dated 4 October 2011 (" <b>Original SIA</b> ").
	<b>C</b>	The parties to this agreement have agreed certain further changes to the terms set out in the Original SIA. Consequently, the parties have agreed to terminate the Original SIA and enter into this agreement to amend and restate the terms of the scheme implementation.
<b>Governing law</b>	Western Australia	
<b>Date of agreement</b>	See Signing page	

# Amended and Restated Scheme Implementation Agreement

## General terms

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### 1 Definitions and interpretation

#### 1.1 Definitions

These meanings apply unless the contrary intention appears.

**ACCC** means the Australian Competition and Consumer Commission.

**Agreed Terms** means the terms of the Mbalam Convention being agreed with the Government of the Republic of Cameroon to the satisfaction of Sundance and Hanlong (in a manner which is consistent with the disclosures made between Sundance and Hanlong prior to the date of this agreement).

**ASIC** means the Australian Securities & Investments Commission.

**ASX** means ASX Limited or Australian Securities Exchange, as appropriate.

**Authorised Officer** means, in respect of a party, a director or secretary of the party or any other person appointed by a party to act as an Authorised Officer under this agreement.

**Business Day** means a business day as defined in the Listing Rules but excluding a day which is a public holiday in Western Australia or the People's Republic of China.

**Cam Iron** means Cam Iron S.A., the company incorporated in the Republic of Cameroon, 90% of the share capital of which is beneficially owned by Sundance.

**Cam Iron Shareholders Deed** means the shareholders deed between Sundance, Hold Co SARL and Cam Iron dated 4 July 2007 as amended or replaced from time to time.

**Commercial-in-Confidence** means information which can be reasonably considered to be confidential to Hanlong and in respect of which disclosure to Sundance pursuant to the terms of this agreement would be reasonably likely to cause a material financial detriment to Hanlong or breach the contractual terms of an agreement which Hanlong has with a third party (provided that documentation which is required to be provided to Sundance to enable it to satisfy the requirements of the Court in connection with the Scheme or by Hanlong to Sundance to evidence satisfaction of any of the Conditions Precedent shall not be deemed to be Commercial-in-Confidence for the purposes of this agreement).

**Competing Transaction** means any unsolicited, bona fide approach, proposal or offer from or involving any third person which, if completed, would mean that the third person (other than Hanlong or its Related Bodies Corporate or Representatives) would:

- (a) directly or indirectly, acquire:
  - (i) a Relevant Interest in 20% or more of the Shares; or
  - (ii) all or a substantial part or a material part of the business conducted by the Sundance Group,

including by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of shares or a joint venture in respect of Sundance's assets;

- (b) acquire control of Sundance, within the meaning of section 50AA of the Corporations Act; or
- (c) otherwise acquire Sundance Group's assets or merge (including by a reverse takeover bid or dual listed company structure) with Sundance.

**Conditions Precedent** means the conditions precedent set out in schedule 2.

**Confidential Information** means Hanlong Confidential Information or Sundance Confidential Information.

**Congo Iron** means Congo Iron S.A., the company incorporated in the Republic of Congo, 85% of the share capital of which is beneficially owned by Sundance.

**Congo Iron Letter Agreement** means the letter from Sundance to Cam Iron and Olivier-Fabrice Sil Mbanaung (in his personal capacity and as representative of Congo Mining Investments S.A.) dated 19 September 2008, as amended or replaced from time to time.

**Congo Mining Permit** means a mining permit to be issued to Congo Iron by the Republic of Congo in relation to the Nabeba Project.

**Constitution** means the constitution of Sundance.

**Controller** has the meaning it has in the Corporations Act.

**Conventions** means:

- (a) the convention to be agreed between Cam Iron and the Government of the Republic of Cameroon in relation to the Mbalam Project ("**Mbalam Convention**"); and
- (b) the Congo Mining Permit.

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

**Corporations Regulations** means the Corporations Regulations 2001 (Cwlth).

**Court** means a court of competent jurisdiction under the Corporations Act.

**Credit Approved Term Sheet** means a binding agreement, in a form which is reasonably satisfactory to Sundance (for the avoidance of doubt, if the Credit Approved Term Sheet includes any terms and/or conditions which adversely impact the terms and/or conditions of this agreement (including, inter alia, the Fixed Timetable) or the ability of either party to perform their respective obligations as set out herein then it will not be in a form which is reasonably satisfactory to Sundance), between Hanlong and the Financier in relation to the Funding Arrangements, which:

- (a) confirms that credit approval has been obtained by the Financier;
- (b) sets out any conditions to which the funding is subject (and the end dates that these conditions will be satisfied (which are to be no later than the Second Court Date)); and
- (c) sets out the principal terms of the financing documentation to be executed by the parties to that documentation.

**Details** means the section of this agreement headed "Details".



**Effective**, when used in relation to the Scheme, means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) in relation to the Scheme, but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

**Effective Date** means the date on which the Scheme becomes Effective.

**Encumbrance** means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit a prendre, easement or any other security arrangement or any other arrangement having the same effect.

**End Date** means 30 November 2012.

**Excluded Information** means Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this agreement or an obligation of confidence owed to the party providing the Confidential Information; or
- (b) the recipient of the Confidential Information can prove by contemporaneous written documentation was already known to it at the time of disclosure by the party providing the Confidential Information (unless the knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the recipient of the Confidential Information acquires from a source other than the party providing the Confidential Information or any Related Body Corporate or Representative of the party providing the Confidential Information where the source is entitled to disclose it.

**Exclusivity Period** means the period from and including:

- (a) for the purposes of clause 14.2 the date of this agreement; and
- (b) otherwise, the First Court Date (subject to the Court providing its approval to convene a meeting of the Shareholders to consider and vote on the Scheme at the hearing held on the First Court Date);

to the earlier of:

- (c) the termination of this agreement in accordance with its terms; and
- (d) the End Date.

**Financier** means China Development Bank and/or another bank which proposes or agrees to lend money to Hanlong as part of the Funding Arrangements.

**First Court Date** means the first day on which an application made to the Court for orders under section 411(1) of the Corporations Act convening the Scheme Meeting to consider the Scheme is heard.

**Fixed Timetable** means the timetable set out in schedule 3.

**Funding Arrangements** means the funding arrangements to be put in place by Hanlong to meet its obligations to pay the Scheme Consideration.

**GST** means a goods and services or similar tax imposed in Australia.

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

**Hanlong** means Hanlong (Africa) Mining Investment Limited.

**Hanlong Board** means the board of directors of Hanlong.

**Hanlong Confidential Information** means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on, or after the date of this agreement relating to the business, technology or other affairs of Hanlong.

**Hanlong Deed Poll** means a deed poll substantially in the form of Annexure C to this agreement.

**Hanlong Group** means Sichuan Hanlong Group Co., Limited and its Subsidiaries.

**Hanlong Indemnified Parties** means Hanlong, its officers, employees and advisers, its Related Bodies Corporate and the officers, employees and advisers of each of its Related Bodies Corporate.

**Hanlong Information** means the information regarding Hanlong as is required to be included in the Scheme Booklet under the Corporations Act, Corporations Regulations or ASIC Regulatory Guide 60. For the avoidance of doubt, Hanlong Information does not include information about the Sundance Group (except to the extent it relates to any statement of intention relating to the Sundance Group following the Effective Date).

**Implementation Date** means the fifth Business Day following the Record Date.

**Incoming Directors** means those persons identified by Hanlong and agreed by Sundance to be "Incoming Directors" (whose appointment shall be made at the time specified in clause 8.3).

**Independent Expert** means Ernst & Young of 11 Mounts Bay Road, Perth, Western Australia.

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

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

**Key Executives** means those persons agreed between Sundance and Hanlong prior to the date of this agreement, arrangements in respect of whom are to be agreed in accordance with Condition Precedent 1 set out in schedule 2.

**Key Executive Contracts** means the employment contracts (or other terms of employment) of the Key Executives.

**Listing Rules** means the Listing Rules of ASX Limited.

**Losses** means all claims, demands, damages, losses, costs, expenses and liabilities.

**Material Adverse Change** means:

- (a) any event or circumstance which constitutes or gives rise to or may (upon the passage of time, the fulfilment of any condition, or the giving of notice or taking of any other action by a Regulatory Authority or any other person) give rise to the suspension, revocation, disclaimer, invalidity, unenforceability, variation, lapse or termination of all or any material rights under any Mining Interest or any Material Contract (other than the Key Executive Contracts);
- (b) the occurrence of the outbreak of war (including civil war), outbreak of hostilities with another country (whether war is declared or not) or terrorism, mobilisation of armed forces, insurrection, general civil unrest, or similar event in the Republic of Congo or the Republic of Cameroon in each case which would, or is likely to, have a material adverse impact on the Project;
- (c) the occurrence of the nationalisation or expropriation by a Regulatory Authority in the Republic of Congo or the Republic of Cameroon without market value compensation of privately owned or held natural resource exploration or mining rights or other property or rights required for the use or enjoyment of those natural resource exploration or mining rights (other than by reason of non-compliance by the property owner or owner of rights);
- (d) the grant of mining or other rights or interests of any kind over all or part of any area covered by or the subject of a Mining Interest to any person other than a member of the Sundance Group which materially conflict, or could reasonably be expected to materially conflict, with the enjoyment of the rights conferred, or purported to be conferred, by the Mining Interest; or
- (e) any one or more undisclosed events, occurrences, circumstances or matters which individually or when aggregated with all events, occurrences, circumstances or matters of a like kind or category has (or would be likely to have) the effect of diminishing the fair market value of the consolidated net assets of the Sundance Group by at least A\$80 million,

but does not include:

- (f) any matter fairly disclosed to Hanlong or its Representatives or to ASX or otherwise widely known publicly on or before the date of this agreement;
- (g) any other event, occurrence, circumstance or matter affecting the iron ore industry generally;
- (h) any change in general economic, financial, currency exchange, securities or commodities market conditions;
- (i) any change in taxation or interest rates;
- (j) any change in accounting policy required by law; or

- (k) any change occurring directly or indirectly as a result of any event, occurrence, circumstance or matter required by this agreement, the Scheme or the transactions contemplated by them.

**Material Contract** means each of:

- (a) the Congo Iron Letter Agreement;
- (b) the Cam Iron Shareholders Deed; and
- (c) the Key Executive Contracts.

**Material Departure from the Agreed Terms** means a material adverse difference to Sundance or Hanlong from the Agreed Terms.

**Mbalam Project** means any activity relating to or associated with Cam Iron's mining of the iron ore deposits discovered by Cam Iron near the village of Mbalam in the East Province of Cameroon (as part of its exploration activities pursuant to the exploration permit no. 92 granted and renewed to Cam Iron by the Government of the Republic of Cameroon) including, without limitation, transformation, marketing and transportation and any related activities.

**Merger** means the combination of Sundance and Hanlong through the implementation of the Scheme.

**Mining Interest** means any agreement, instrument, lease, tenement, licence, permit, approval, consent, concession, grant, permission, authorisation, renewal or right of any kind and however described issued, granted or entered into by any Regulatory Authority, which:

- (a) confers or is expressed or intended to confer a right to explore for, appraise, test, extract, produce, mine, remove, sell, own, export, deal with or otherwise exploit in any way minerals of any kind and/or to conduct related activities and/or to construct, install or develop and/or operate infrastructure, plant, equipment or facilities of any kind in relation to any such activity; and/or
- (b) confers or is expressed or intended to confer rights to or in respect of any such agreement, instrument, lease, tenement, licence, permit, approval, consent, concession, grant, permission, authorisation or right which falls within paragraph (a) above or imposes obligations (including without limitation rights in relation to fiscal, environmental, infrastructure or health and safety matters) in respect of any activity referred to in paragraph (a) above,

and is either:

- (c) held by or for the benefit of any member of the Sundance Group (whether alone or together with any other person or persons); or
- (d) issued or granted or entered into by virtue of or in substitution for or which overlaps in whole or part with any such agreement, instrument, lease, tenement, licence, permit, approval, consent, concession or other grant or authorisation falling within paragraph (c) above; or
- (e) granted pursuant to an application made by or on behalf of the Sundance Group (whether alone or together with any other person or persons), subsequent to the signing of this agreement, for any agreement, instrument, lease, tenement, licence, permit, approval, consent, concession, grant, permission, authorisation, renewal or right of any kind.

**Nabeba Project** means any activity relating to or associated with Congo Iron's mining of the iron ore deposits discovered by Congo Iron in the Sangha Province of the Republic of

Congo (as part of its exploration activities pursuant to the mineral research permit no. 2007-362 and mineral research permit no. 2007-363 granted and renewed to Congo Iron by the Council of Ministers of the Republic of Congo) including, without limitation, transformation, marketing and transportation and any related activities.

**NDRC Provisional Approval** means the appointment of Hanlong by the National Development Reform Commission (NDRC) as its preferred party issuing a confirmation letter to Hanlong for the transaction contemplated by this agreement, in accordance with the provisions of the circular promulgated by the NDRC on 8 June 2009 entitled "Circular on Improving the Administration of Offshore Investment", read with the regulation entitled "Provisional Administrative Measures on Verification of Offshore Investment Projects" issued by NDRC on 9 October 2004 (commonly referred to as No.21 Decree), as evidenced through the issue of a written confirmation by NDRC that such appointment is effective (in accordance with clause 3.5(b)).

**Option** means an option to acquire a Share issued by Sundance from time to time.

**Option Consideration** means the amount per Option, expressed in A\$, equal to the difference (if positive) between the Scheme Price and the exercise price of the Option in question.

**Optionholder Deed** means a deed (in the form agreed by the Optionholder, Hanlong and Sundance) executed by each Optionholder, Hanlong and Sundance pursuant to which the Optionholder agrees, subject to the Scheme becoming Effective, to the cancellation or transfer of each Option held by him or her in return for the Option Consideration.

**Optionholders** means each person who is registered in the register of Optionholders as a holder of an Option.

**Outgoing Directors** means those persons identified by Hanlong and agreed by Sundance to be "Outgoing Directors" (whose appointment shall be made at the time specified in clause 8.3).

**Performance Rights** means the 10,534,449 performance rights (subject to variance in the ordinary course of business), the terms and conditions of which are set out in the Performance Rights Plan.

**Performance Rights Plan** means the Performance Rights Plan adopted by the Sundance Board on 4 October 2010, and any other performance rights plan disclosed in writing to Hanlong prior to the date of this agreement.

**Prescribed Event** means, except to the extent contemplated by this agreement or the Scheme, any of the events listed in schedule 1 provided that a Prescribed Event listed in items 1 to 11 of schedule 1 will not occur where Sundance has first consulted with Hanlong in relation to the event and Hanlong has approved the proposed event in writing.

**Project** means the Mbalam Project and the Nabeba Project.

**Record Date** means 5.00pm on the fifth Business Day following the Effective Date or any other date as Sundance and Hanlong agree.

**Register** means the share register of Sundance and **Registry** has a corresponding meaning.

**Regulator's Draft** means the draft of the Scheme Booklet in a form acceptable to both parties which is provided to ASIC for approval pursuant to section 411(2) of the Corporations Act.

**Regulatory Approval** means any approval of a Regulatory Authority to the Merger or any aspect of it which a party, acting reasonably, determines is necessary or desirable to implement the Merger.

**Regulatory Authority** includes:

- (a) ASX, ACCC, ASIC;
- (b) a government or governmental, semi-governmental or judicial entity or authority;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

**Regulatory Review Period** means the period from the date on which the Regulator's Draft is submitted to ASIC to the date on which ASIC confirms that it does not intend to make any submissions at the Court hearing on the First Court Date or otherwise object to the Scheme.

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Relevant Interest** has the same meaning as given by sections 608 and 609 of the Corporations Act.

**Representative** means any person acting for or on behalf of a party including any director, officer, employee, agent, contractor or professional advisor of a party.

**Scheme** mean the scheme of arrangement under part 5.1 of the Corporations Act under which all the Shares (other than those held by a member of the Hanlong Group) will be transferred to Hanlong (or another member of the Hanlong Group nominated by Hanlong) substantially in the form of Annexure B together with any amendment or modification made pursuant to section 411(6) of the Corporations Act.

**Scheme Booklet** means, in respect of the Scheme, the information booklet to be approved by the Court and despatched to Shareholders which must:

- (a) include the Scheme, an explanatory statement complying with the requirements of the Corporations Act and notice(s) of meeting and proxy form(s); and
- (b) comply with the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 and the Listing Rules.

**Scheme Consideration** means the consideration payable by Hanlong for the Shares under the Scheme and in accordance with clause 6.

**Scheme Meeting** means the meeting to be convened by the Court at which Shareholders will vote on the Scheme.

**Scheme Participants** means each person who is a Shareholder at the Record Date.

**Scheme Price** means A\$0.57 per Share.

**Second Court Date** means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

**Share** means an ordinary fully paid share in the capital of Sundance.

**Shareholder** means each person registered in the Register as a holder of Shares.

**Sichuan Hanlong** means Sichuan Hanlong Group Co., Limited.

**Sichuan Hanlong Deed Poll** means a deed poll substantially in the form of Annexure D to this agreement.

**Subsidiaries** has the meaning it has in the Corporations Act.

**Sundance** means Sundance Resources Limited ABN 19 055 719 394.

**Sundance Board** means the board of directors of Sundance.

**Sundance Confidential Information** means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the parties before, on or after the date of this agreement relating to the business, technology or other affairs of Sundance.

**Sundance Group** means Sundance and its Subsidiaries.

**Sundance Indemnified Parties** means Sundance, its officers, employees, and advisers and its Related Bodies Corporate and the officers, employees and advisers of each of its Related Bodies Corporate.

**Sundance Information** means all information contained in the Scheme Booklet other than the Hanlong Information and the Independent Expert's report.

**Superior Proposal** means a publicly announced Competing Transaction which the Sundance Board, acting in good faith, and after taking advice and receiving an opinion to that effect from its legal and financial advisers, determines is:

- (a) reasonably capable of being completed taking into account all aspects of the Competing Transaction; and
- (b) more favourable to Shareholders than the Scheme, taking into account all terms and conditions of the Competing Transaction (including, but not limited to, its pricing, conditions precedent and timing).

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

**Treasurer** means the Treasurer of the Commonwealth of Australia.

**Unvested Performance Rights** has the meaning given in the Performance Rights Plan.

## 1.2 References to certain general terms

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

- (a) **(variations or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;

- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Regulatory Authority;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(reference to a group of persons)** a group of persons or things is a reference to any 2 or more of them jointly and to each of them individually;
- (i) **(Australian dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (j) **(United States dollars)** United States dollars, US dollars or US\$ is a reference to the lawful currency of the United States of America;
- (k) **(Calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (l) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (m) **(accounting terms)** an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act, or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia;
- (n) **(meaning not limited)** the words “include”, “including”, “for example” or “such as” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (o) **(time of day)** time is a reference to Perth time.

### **1.3 Next day**

If an act under this agreement to be done by a party on or by a given day is done after 5.30 pm on that day, it is taken to be done on the next day.

### **1.4 Next Business Day**

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

### **1.5 Headings**

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

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## **2 Agreement to propose and implement Scheme**

### **2.1 Target to propose Scheme**

Sundance agrees to propose the Scheme on and subject to the terms and conditions of this agreement.



## **2.2 Agreement to implement Merger**

Subject to it becoming Effective, the parties agree to implement the Merger generally on the terms and conditions set out in this agreement.

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## **3 Conditions precedent**

### **3.1 Benefit of certain Conditions Precedent**

A Condition Precedent may only be waived in writing by a party entitled to the benefit of that Condition Precedent and will be effective only to the extent specifically set out in that waiver.

A party entitled to waive the breach or non-fulfilment of a Condition Precedent under this clause 3.1 may do so in its absolute discretion.

### **3.2 Waiver of Conditions Precedent**

If either Sundance or Hanlong waives the breach or non-fulfilment of a Condition Precedent in accordance with clause 3.1, then:

- (a) subject to subclause 3.2(b), that waiver precludes that party from suing the other for any breach of this agreement arising as a result of the breach or non-fulfilment of that Condition Precedent or arising from the same event which gave rise to the breach or non-fulfilment of that Condition Precedent; but
- (b) if the waiver of the Condition Precedent is itself conditional and the other party:
  - (i) accepts the condition, the terms of that condition apply notwithstanding any inconsistency with subclause 3.2(a); or
  - (ii) does not accept the condition, the Condition Precedent has not been waived.

### **3.3 Reasonable endeavours**

Each of Sundance and Hanlong agree to use reasonable endeavours to procure that:

- (a) each of the Conditions Precedent:
  - (i) is satisfied as soon as practicable after the date of this agreement; and
  - (ii) continues to be satisfied at all times until the last time it is to be satisfied (as the case may require); and
- (b) there is no occurrence that would prevent the Conditions Precedent being satisfied.
- (c) Sundance shall:
  - (i) facilitate meetings between Hanlong, the Financier and the Governments of the Republic of Cameroon and the Republic of Congo (and their respective officers and advisers) in respect to the Conventions (provided that Sundance shall attend any such meeting between Hanlong and the Financier and either Government);

- (ii) permit Hanlong and the Financier to attend meetings it convenes with either Government;
- (iii) use all reasonable endeavours to:
  - (A) agree the terms of the Conventions with the relevant governments; and
  - (B) progress the conclusion and authorisation of the Conventions.
- (d) Without derogating from Clause 4, Hanlong shall use all reasonable endeavours to procure the delivery of the Credit Approved Term Sheet in accordance with the Fixed Timetable.

### 3.4 Regulatory matters

Without limiting clause 3.3, each party:

- (a) **(Regulatory Approvals)** must promptly apply for all relevant Regulatory Approvals and take all steps it is responsible for as part of the approval process, including responding to requests for information at the earliest practicable time;
- (b) **(representation)** has the right to be represented and make submissions at any proposed meeting with any Regulatory Authority relating to any Regulatory Approval; and
- (c) **(consultation)** must consult with the other party in advance in relation to all communications (whether written or oral, and whether direct or via a Representative) with any Regulatory Authority relating to any Regulatory Approval ("**Communications**") and, without limitation:
  - (i) provide the other party with drafts of any material written Communications to be sent to a Regulatory Authority and make those amendments which the other party reasonably requires; and
  - (ii) provide copies of any material written Communications sent to or received from a Regulatory Authority to the other party promptly upon despatch or receipt (as the case may be),

(provided that Hanlong will not be required to provide to Sundance any information or access to any records which are Commercial-in-Confidence).

### 3.5 Provision of information in relation to Conditions Precedent

- (a) Hanlong must, 5 Business Days before each Condition Precedent is to be satisfied by Hanlong, provide to Sundance:
  - (i) documentary evidence to a standard sufficient to satisfy a Court on the Condition Precedent for the purposes of implementing the Merger; and
  - (ii) a written report on the status of the Condition Precedent including whether the Condition Precedent will be satisfied.
- (b) Hanlong must upon the Condition Precedent being satisfied, provide to Sundance all relevant documentation in its possession to support satisfaction of the Condition Precedent including, inter alia, a certified

copy of the written approval provided by the relevant Regulatory Authority confirming satisfaction of each Regulatory Approval (for the avoidance of doubt, Hanlong must provide to Sundance all relevant documentation other than documents that are Commercial-in-Confidence).

- (c) In addition to clause 3.5(b), each party must:
- (i) **(access to information)** to the extent permitted by law, afford the other reasonable and prompt access to records, where reasonably required, and reasonable and prompt cooperation to allow the other party as well as the National Development Reform Commission and the Financier to stay informed of all relevant material developments in relation to procuring satisfaction of the Conditions Precedent, including provision of copies of any information relating to the progress of the satisfaction of the Conditions Precedent (provided that Hanlong, the National Development Reform Commission and the Financier will not be required to provide to Sundance any information or access to any records which are Commercial-in-Confidence or which is otherwise precluded from being disclosed by law).
  - (ii) **(notice of satisfaction)** promptly notify the other of satisfaction of a Condition Precedent (together with all relevant documentation required to evidence satisfaction of the Condition Precedent) and must keep the other informed of any material development of which it becomes aware that may lead to the breach or non-fulfilment of a Condition Precedent;
  - (iii) **(notice of failure)** immediately give written notice to the other of a breach or non-fulfilment of a Condition Precedent, or of any event which will prevent a Condition Precedent being satisfied; and
  - (iv) **(notice of waiver)** upon receipt of a notice given under paragraph 3.5(c)(iii), give written notice to the other party as soon as possible as to whether or not it waives the breach or non-fulfilment of any Condition Precedent resulting from the occurrence of that event, specifying the Condition Precedent in question.
- (d) Hanlong represents and warrants that the copy of the National Development Reform Commission application that has been provided to Sundance prior to the date of this agreement is a true and complete copy of the application which was submitted to the National Development Reform Commission (and such application has not been replaced or varied since its submission).

### 3.6 Effect of waiver or non-fulfilment

A waiver of a breach or non-fulfilment in respect of one Condition Precedent does not constitute:

- (a) a waiver of the breach or non-fulfilment of any other Condition Precedent resulting from the same event; or
- (b) a waiver of the breach or non-fulfilment of that Condition Precedent resulting from any other event.

### 3.7 Consultation on failure of Condition Precedents

- (a) If:
- (i) there is a breach or non-fulfilment of a Condition Precedent which is not waived in accordance with this agreement by the time or date specified in this agreement for the satisfaction of the Condition Precedent;
  - (ii) there is an act, failure to act or occurrence which will prevent a Condition Precedent being satisfied by the time or date specified in this agreement for the satisfaction of the Condition Precedent (and the breach or non-fulfilment which would otherwise occur has not already been waived in accordance with this agreement); or
  - (iii) if the Scheme has not become Effective by the End Date,
- then the parties must consult in good faith with a view to determining whether:
- (iv) the Scheme may proceed by way of alternative means or methods;
  - (v) to extend the relevant time for satisfaction of the Condition Precedent or to adjourn or change the date of an application to the Court; or
  - (vi) to extend the End Date.
- (b) If either party reasonably believes that the Scheme cannot or is unlikely to become Effective by the End Date, but will or is likely to become Effective within one month of the End Date, and that party gives written notice to the other party stating its reasons for belief prior to the date which is 2 Business Days prior to the End Date, the End Date will be deemed to have been extended automatically by one month.

### 3.8 Failure to agree

If the parties are unable to reach agreement under clause 3.7 within 5 Business Days (or any shorter period ending at 5.00pm on the day before the Second Court Date):

- (a) subject to subclause 3.8(b), either party may terminate this agreement (for the avoidance of doubt where a Condition Precedent is expressed to be for the benefit of "Both" parties then either party may terminate this agreement); or
- (b) if a Condition Precedent may be waived and exists for the benefit of one party only, that party only may waive that Condition Precedent or terminate this agreement,

within 10 Business Days (or any shorter period ending before 8.00am on the Second Court Date). A party will not be entitled to terminate this agreement pursuant to this clause 3.8 if the relevant Condition Precedent has not been satisfied or agreement cannot be reached as a result of:

- (c) a breach of this agreement by that party; or
- (d) a deliberate act or omission of that party.

### **3.9 Regulatory Approval**

A Regulatory Approval will be regarded as having been obtained notwithstanding that a condition or conditions may have been attached to that Regulatory Approval if that condition is reasonably satisfactory to the party it affects (and if it affects both parties, then both parties).

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## **4 General obligations in relation to Conditions Precedent**

### **4.1 General obligations**

Each of Sundance and Hanlong must:

- (a) use all reasonable endeavours and commit all necessary resources (including management and corporate relations resources and the resources of external advisers); and
- (b) procure that its officers and advisers work in good faith and in a timely and co-operative fashion with the other party (including by attending meetings and by providing information),

to progress the Conventions and the Funding Arrangements.

### **4.2 Funding Arrangements**

Hanlong shall provide Sundance with:

- (a) regular updates on the status and any outstanding issues relating to the Funding Arrangements; and
- (b) copies of all relevant documentation relating to the Funding Arrangements, including any conditions attached to the Funding Arrangements (provided that Hanlong may redact any information contained in such documentation which is Commercial-in-Confidence or which it is otherwise precluded from disclosing by law).

### **4.3 Regulatory Approvals**

Hanlong shall provide Sundance with:

- (a) regular written updates on the status and any outstanding issues relating to the Regulatory Approvals; and
- (b) copies of all correspondence relating to the approval process for the Regulatory Approvals (provided that Hanlong will not be required to provide to Sundance any information or access to any records which are Commercial-in-Confidence or which it is otherwise precluded from disclosing by law).

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## **5 Intentionally Blank**

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## **6 Outline of Scheme**

### **6.1 Scheme**

On the Implementation Date:

- (a) all of the Shares will be transferred to Hanlong (or another member of the Hanlong Group nominated by Hanlong); and
- (b) each Scheme Participant will be entitled to receive the Scheme Consideration.

### **6.2 Scheme Consideration**

Hanlong covenants in favour of Sundance (in its own right and on behalf of each Scheme Participant) that in consideration of the transfer to Hanlong of each Share held by a Scheme Participant, Hanlong will, on the Implementation Date, pay to Sundance (as agent for each Scheme Participant) the Scheme Price for each Share held by a Scheme Participant at the Record Date.

### **6.3 Undertakings held as agent**

Sundance acknowledges that the undertaking by Hanlong in clause 6.2 is given to Sundance in its capacity as agent for each Scheme Participant.

### **6.4 Payment to Scheme Participants**

Sundance must:

- (a) receive in a trust account in accordance with the Scheme and as agent for each Scheme Participant, the payment referred to in clause 6.2;
- (b) pay to each Scheme Participant the moneys each Scheme Participant is entitled to receive in accordance with the Scheme; and
- (c) otherwise comply with its obligations under the Scheme.

### **6.5 Sundance Options**

Sundance must use reasonable endeavours to ensure that, as soon as reasonably practicable but in any event by the First Court Date, each Optionholder enters into an Optionholder Deed in a form reasonably acceptable to Hanlong under which they each agree to the cancellation of each of their Options, with effect from the Effective Date, for the Option Consideration.

### **6.6 Optionholder Consideration**

Hanlong covenants in favour of Sundance (in its own right and on behalf of each Optionholder) that in consideration of the cancellation of each Option held by an Optionholder as at the First Court Date, Hanlong will, on the Implementation Date, pay to each Optionholder for each Option held at the Record Date an amount equal to the Option Consideration.

### **6.7 Performance Rights, incentive plan arrangements and discharge of contractual obligations**

- (a) As soon as reasonably possible after the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme, the Sundance Board will, in accordance with clause 9.1 of the Performance Rights Plan:

- (i) determine that all Unvested Performance Rights will become Vested Performance Rights; and
- (ii) issue (or procure the transfer):
  - (A) as soon as reasonably practicable but before the Record Date;
  - (B) subject to the Listing Rules; and
  - (C) in accordance with clause 9.2 of the Performance Rights Plan,

to the holder of the Vested Performance Rights, the number of Shares in respect of which the Performance Rights have vested.

(b) For the purposes of clause 6.7(a):

- (i) "Unvested Performance Rights";
- (ii) "Vested Performance Rights"; and
- (iii) "Performance Conditions",

have the meanings given to each of those terms in the Performance Rights Plan.

(c) Prior to the Sundance Board changes required under clause 8.3 Sundance will:

- (i) determine in its reasonable discretion an appropriate date upon which all cash sums payable under any incentive plan operated by Sundance shall be deemed to become due and payable; and
- (ii) following the passing of such date arrange for the appropriate payments to be made.

(d) As soon as reasonably practicable after the payment of the Scheme Consideration by Hanlong pursuant to clause 6.2 (and prior to the Sundance Board changes required under clause 8.3), Sundance will discharge any contractual obligations which are due and payable to any employees, contractors or third parties (including, inter alia, any financial advisor mandates or other professional advisory fees).

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## **7 Co-operation and timing**

### **7.1 General obligations**

Sundance and Hanlong must each:

- (a) use all reasonable endeavours and commit necessary resources (including management and corporate relations resources and the resources of external advisers); and
- (b) procure that its officers and advisers work in good faith and in a timely and co-operative fashion with the other party (including by attending meetings and by providing information),

to produce the Scheme Booklet and implement the Scheme as soon as reasonably practicable and in accordance with the Fixed Timetable, recognising that certain dates contained in the Fixed Timetable may need to be delayed to account for delays arising from directions made by the Court. In the event that delays to the Fixed Timetable are required to take account of the above mentioned circumstances, the parties will act reasonably in agreeing to amendments to the Fixed Timetable, having regard to the need to present current information in the Scheme Booklet and for the Second Court Date to occur within a reasonable period of the Scheme Meeting. For the avoidance of doubt, subject to clauses 3.7 and 3.8, the End Date and all dates stipulated in the Fixed Timetable for satisfaction of Conditions Precedent are fixed and neither party shall be obliged to agree any amendment to such dates (or act reasonably in considering any request made by the other party to amend any such date).

## 7.2 Access to people and Sundance Information

Sundance must:

- (a) between the date of this document and the earlier of 5.00pm on the Business Day immediately before the Second Court Date and the date this agreement is terminated:
    - (i) as soon as reasonably practicable provide Hanlong, the National Development Reform Commission and the Financier and their officers and advisers with any documents, records, and other information (subject to any existing confidentiality obligations owed to third parties, or applicable privacy laws) reasonably requested by them; and
    - (ii) provide Hanlong, the National Development Reform Commission and the Financier and their officers and advisers with reasonable access to Sundance's officers and advisers,
- which they reasonably require for the purposes of:
- (iii) understanding Sundance's financial position (including its cashflow and working capital position), trading performance and management control systems;
  - (iv) concluding and performing the Funding Arrangements; and
  - (v) advancing the Conventions; and
- (b) between 30 June 2012 and 5.00pm on the Business Day immediately before the Second Court Date:
    - (i) as soon as reasonably practicable provide Hanlong, the National Development Reform Commission and the Financier and their officers and advisers with any documents, records, and other information (subject to any existing confidentiality obligations owed to third parties, or applicable privacy laws) reasonably requested by them; and
    - (ii) provide Hanlong, the National Development Reform Commission and the Financier and their officers and advisers with reasonable access to Sundance's officers and advisers,

which they reasonably require for the purposes of:

- (iii) implementing the Scheme;



- (iv) preparing for carrying on the business of Sundance following implementation of the Merger; and
- (v) any other purpose which is agreed in writing between the parties,

provided in every case that the access is reasonably necessary to Hanlong and does not place an unreasonable burden on the ability of Sundance to run its business.

### **7.3 Hanlong's right to separate representation**

Hanlong is entitled to separate representation at all Court proceedings relating to the Scheme. Nothing in this agreement is to be taken to give Sundance any right or power to make or give undertakings to the Court for or on behalf of Hanlong.

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## **8 Implementation obligations of the parties**

### **8.1 Sundance's obligations**

Sundance must comply with the obligations of Sundance set out in schedule 4 and take all reasonable steps to implement the Scheme as soon as is reasonably practicable. For the avoidance of doubt, nothing in this clause 8.1 shall prejudice any of Sundance's rights under the terms of this agreement (or require Sundance to take any step which may prejudice any such right).

### **8.2 Hanlong's obligations**

Hanlong must comply with the obligations of Hanlong set out in schedule 5 and take all reasonable steps to assist Sundance to implement the Scheme as soon as reasonably practicable. For the avoidance of doubt, nothing in this clause 8.2 shall prejudice any of Hanlong's rights under the terms of this agreement (or require Hanlong to take any step which may prejudice any such right).

### **8.3 Appointment/retirement of Sundance directors**

Not later than 5 Business Days following the date upon which Hanlong has paid the Scheme Consideration in full in accordance with clause 6.2, Sundance must use its reasonable endeavours to:

- (a) cause the appointment of each Incoming Director to the Sundance Board; and
- (b) procure that each of the Outgoing Directors retire from the Sundance Board (provided that all entitlements due to the Outgoing Directors and other Sundance officers/employees have been paid (including, inter alia, the payments referred to at clause 6.7(c)) and the obligations referred to at clause 6.7(d) have been settled) and provide written notice to the effect that they have no claim outstanding for loss of office, remuneration or otherwise against Sundance.

## 8.4 Congo convention

In the case of the Congo, notwithstanding the issue of the Congo Mining Permit, the parties must use endeavours that are reasonable in the circumstances in working towards obtaining a convention between Congo Iron and the Government of the Republic of Congo for the Nabeba Project. The parties acknowledge that such a convention is not expected to be obtained by the parties thereto prior to the Implementation Date.

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## 9 Scheme Booklet

### 9.1 Preparation

Without limiting clauses 8.1 or 8.2:

- (a) **(preparation)** Sundance is generally responsible for the preparation of the Scheme Booklet but will provide drafts to and consult with Hanlong in accordance with clause 9.2;
- (b) **(compliance)** Hanlong and Sundance must take all necessary steps to endeavour to ensure that the Scheme Booklet:
  - (i) complies with the requirements of:
    - (A) the Corporations Act;
    - (B) ASIC Regulatory Guide 60; and
    - (C) the Listing Rules; and
  - (ii) is not, having regard to applicable disclosure requirements, misleading or deceptive in any material respect (including because of any material omission).

### 9.2 Content of Scheme Booklet

Sundance must:

- (a) **(consult Hanlong):**
  - (i) provide to Hanlong a draft of the Scheme Booklet for the purpose of enabling Hanlong to review and comment on that draft document;
  - (ii) take the comments made by Hanlong into account in good faith when producing a revised draft of the Scheme Booklet; and
  - (iii) provide to Hanlong a revised draft of the Scheme Booklet within a reasonable time before the Regulator's Draft is finalised and to enable Hanlong to review the Regulator's Draft at least 5 Business Days before its submission;
- (b) **(amend Scheme Booklet)** implement the changes to those parts of the Scheme Booklet relating to Hanlong which are provided in accordance with clause 9.2(a) as reasonably requested by Hanlong and prior to finalising the Regulator's Draft;
- (c) **(Regulatory Review Period)** during the Regulatory Review Period:

- (i) promptly provide to Hanlong, and include in a revised draft of the Scheme Booklet, any new information not included in the Regulator's Draft which is required by the Corporations Act, Corporations Regulations, ASIC Regulatory Guide 60 or the Listing Rules to be included in the Scheme Booklet; and
  - (ii) keep Hanlong informed of any matters raised by ASIC in relation to the Scheme Booklet and use all reasonable endeavours, in co-operation with Hanlong, to resolve these matters;
- (d) **(Hanlong Information)** obtain approval from Hanlong for the form and context in which the Hanlong Information appears in the Scheme Booklet;

Hanlong must consult with Sundance as to the content of the Hanlong Information.

### 9.3 Hanlong information

Hanlong:

- (a) consents to the inclusion of the Hanlong Information in the Scheme Booklet;
- (b) acknowledges that:
  - (i) it is responsible for ensuring that the Hanlong Information is not misleading or deceptive in any material respect (whether by omission or otherwise) and that Sundance will not verify or edit that information in the Scheme Booklet; and
  - (ii) the Scheme Booklet will state that Hanlong is responsible for the Hanlong Information;
- (c) will respond fully and promptly to any requests made by Sundance for information or comments in connection with the content of the Scheme Booklet; and
- (d) will provide to Sundance all information and documentation which is necessary for Sundance to satisfy its disclosure obligations in connection with the Scheme.

### 9.4 Disagreement on content

If Hanlong and Sundance disagree on the form or content of the Scheme Booklet, they must consult in good faith to try to settle an agreed form of the Scheme Booklet. If complete agreement is not reached after reasonable consultation, then:

- (a) if the disagreement relates to the form or content of the Hanlong Information contained in the Scheme Booklet, Sundance will make the amendments which Hanlong requires; and
- (b) if the disagreement relates to the form or content of any other part of the Scheme Booklet, the Sundance Board will, acting in good faith, decide the final form or content of the disputed part of the Scheme Booklet.

### 9.5 Verification

Each party must undertake appropriate verification processes for the information supplied by that party for the Scheme Booklet.

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## **10 Court proceedings**

### **10.1 Appeal process**

If the Court refuses to make orders convening the Scheme Meeting or approving the Scheme, Sundance must appeal the Court's decision except to the extent that:

- (a) Queen's Counsel or Senior Counsel indicates that, in their opinion, an appeal would likely have less than a 50% prospect of success;
- (b) there is, in the bona-fide view of the Sundance Board, a Superior Proposal which should be recommended in preference to the Scheme;  
or
- (c) the parties agree otherwise,

in which case either party may terminate this agreement.

### **10.2 Defence of proceedings**

Each of Hanlong and Sundance must vigorously defend, or must cause to be vigorously defended, any lawsuits or other legal proceeding brought against it (or any of its Subsidiaries) challenging this agreement or the completion of the Merger. Neither Hanlong nor Sundance will settle or compromise (or permit any of its Subsidiaries to settle or compromise) any claim brought in connection with this agreement without the prior written consent of the other, the consent not to be unreasonably withheld.

### **10.3 Costs**

Any costs incurred as a result of the operation of this clause 10 will be borne equally by each party.

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## **11 Reimbursement of costs**

### **11.1 Background**

This clause 11 has been agreed in circumstances where:

- (a) Hanlong and Sundance believe that the Merger will provide significant benefits to Hanlong, Sundance and their respective shareholders, and Hanlong and Sundance acknowledge that, if they enter into this agreement and the Scheme is subsequently not implemented, both Hanlong and Sundance will incur significant costs;
- (b) each of the parties requested that provision be made for the payments outlined in clause 11.2 and 11.3, without which the parties would not have entered into this agreement;
- (c) both the Hanlong Board and Sundance Board believe that it is appropriate for both parties to agree to the payment referred to in this clause 11 to secure each party's participation in the Merger; and
- (d) both parties have received legal advice on this agreement and the operation of this clause 11.

## 11.2 Payment by Sundance to Hanlong

Sundance agrees to pay to Hanlong a reimbursement fee for actual and anticipated third party transaction/due diligence costs of 1% of the equity value of Sundance based on the total Scheme Consideration if the Merger does not proceed because after the First Court Date (provided that the Court has given its approval to convene a meeting of the Shareholders to consider and vote on the Scheme at the hearing held on the First Court Date):

- (a) **(Competing Transaction)** and before the End Date a Competing Transaction completes or is recommended by the Sundance board and has been the subject of a public announcement;
- (b) **(change of recommendation)** the majority of the Sundance Board fails to recommend the Scheme or withdraws their recommendation except as a result of the receipt of the report of the Independent Expert where that report states that in the opinion of the Independent Expert the Scheme is not in the best interest of Shareholders (other than where a Competing Transaction has been proposed or announced before the report is issued which the Independent Expert may reasonably regard to be on more favourable terms than the transaction contemplated by this agreement);
- (c) **(material breach)** Hanlong validly terminates this agreement in accordance with clause 16.1(b)(ii);
- (d) **(Superior Proposal)** a Superior Proposal comes into existence (notwithstanding any other provision of this clause 11.2);
- (e) **(Prescribed Event or Material Adverse Change)** all of the following are satisfied:
  - (i) a Prescribed Event or Material Adverse Change which is within the control of Sundance occurs prior to 8.00am on the Second Court Date; and
  - (ii) where the prevention of the Prescribed Event or Material Adverse Change is within the control of Sundance:
    - (A) where the Prescribed Event or Material Adverse Change occurs more than 5 Business Days prior to the Second Court Date and Sundance fails to rectify the Prescribed Event or Material Adverse Change within 5 Business Days of the Prescribed Event or Material Adverse Change occurring; or
    - (B) where the Prescribed Event or Material Adverse Change occurs or continues to remain in existence 5 or less Business Date prior to the Second Court Date and Sundance fails to immediately rectify the Prescribed Event or Material Adverse Change; and
  - (iii) this agreement is terminated in accordance with clause 16.

## 11.3 Payment by Hanlong to Sundance

Hanlong agrees to pay to Sundance a reimbursement fee for actual and anticipated third party transaction/due diligence costs of 1% of the equity value of Sundance based on the total Scheme Consideration if the Merger does not proceed because, after the First Court Date (provided that the Court has given its approval to convene a meeting of the Shareholders to consider and vote on the

Scheme at the hearing held on the First Court Date), Sundance validly terminates this agreement in accordance with clause 16.1(b)(ii).

#### **11.4 No amount payable if Scheme becomes Effective**

Notwithstanding the occurrence of any event under clause 11.2 or 11.3 no amount is payable under clause 11.2 or 11.3 if the Scheme becomes Effective.

#### **11.5 Timing of payment**

- (a) Sundance must pay Hanlong the amount referred to in clause 11.2 within 3 Business Days of receipt by Sundance of a demand for payment from Hanlong. The demand may only be made:
  - (i) after the occurrence of an event referred to in clauses 11.2(a), 11.2(b), 11.2(c) or 11.2(d); or
  - (ii) if all of the circumstances referred to in clause 11.2(e) occur.
- (b) Hanlong must pay Sundance the amount referred to in clause 11.3 within 3 Business Days of receipt by Hanlong of a demand for payment from Sundance. The demand may only be made after the occurrence of an event referred to in clause 11.3.

#### **11.6 Nature of payment**

The amount payable by Sundance to Hanlong or Hanlong to Sundance under clause 11.2 or 11.3 (as applicable) is an amount to compensate Hanlong or Sundance (as applicable) for:

- (a) advisory costs (including costs of advisers other than success fees);
- (b) costs of management and directors' time;
- (c) out-of-pocket expenses; and
- (d) reasonable opportunity costs incurred by Hanlong or Sundance in pursuing the Merger or in not pursuing other alternative acquisitions or strategic initiatives which Hanlong or Sundance could have developed to further its business and objectives,

but, subject to clauses 11.7 and 11.8, is without prejudice to and does not limit any rights which Hanlong or Sundance, any Hanlong Indemnified Party, any Sundance Indemnified Party, any Hanlong Shareholder or any Sundance Shareholder may have against Sundance or Hanlong (as appropriate).

#### **11.7 Sundance's Limitation of Liability**

Notwithstanding any other provision of this agreement but subject to clause 11.9:

- (a) the maximum liability of Sundance to Hanlong under or in connection with this agreement including in respect of any breach of the agreement will be the amount referred to in clause 11.2; and
- (b) a payment by the Sundance in accordance with this clause 11 represents the sole and absolute liability of Sundance under or in connection with this agreement and no further damages, fees, expenses or reimbursements of any kind will be payable by Sundance in connection with this agreement.

## **11.8 Hanlong's Limitation of Liability**

Notwithstanding any other provision of this agreement but subject to clauses 6.2 and 11.9:

- (a) the maximum liability of Hanlong to Sundance under or in connection with this agreement including in respect of any breach of the agreement will be the amount referred to in clause 11.3; and
- (b) a payment by Hanlong in accordance with this clause 11 represents the sole and absolute liability of Hanlong under or in connection with this agreement and no further damages, fees, expenses or reimbursements of any kind will be payable by Hanlong under or in connection with this agreement.

## **11.9 Compliance with law**

If it is finally determined following the exhaustion of all reasonable avenues of appeal to the Takeovers Panel or a Court (as applicable) that all or any part of the amount payable under clause 11.2 or 11.3:

- (a) is unlawful;
- (b) involves a breach of the duties of the Sundance Board or the Hanlong Board; or
- (c) constitutes unacceptable circumstances within the meaning of the Corporations Act,

then Sundance's obligation to pay the amount payable under clause 11.2 or Hanlong's obligation to pay the amount payable under clause 11.3 does not apply and if Hanlong or Sundance have received any part of the payment due under clause 11.2 or 11.3 it must refund the relevant amount within ten Business Days of the final determination.

## **11.10 Survival**

Any accrued obligations under this clause survive termination of this agreement.

## **11.11 Repayment**

Despite any event in clause 11.2 or 11.3 occurring, if Hanlong ultimately acquires beneficial ownership of not less than 50% of all Shares within 12 months from the date of this agreement, then Hanlong or Sundance (as applicable) must promptly repay to the other party any amount received under clause 11.2 or 11.3.

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# **12 Intentionally Blank**

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# **13 Conduct of business**

## **13.1 Overview**

From the date of this agreement up to and including the Implementation Date, Sundance must conduct its business in the ordinary and proper course and in substantially the same manner as previously conducted and must regularly consult with Hanlong on the manner of conduct of the business.

### 13.2 Specific obligations

Without limiting clause 13.1 and other than with the prior approval of Hanlong (which approval must not be unreasonably withheld or delayed) or as required by this agreement, Sundance must, during the period contemplated by clause 13.1, use all reasonable endeavours to:

- (a) **(Conventions)** progress and finalise the Conventions;
- (b) **(business and assets)** maintain the condition of its business and assets;
- (c) **(officers and employees)** keep available the services of its officers and employees;
- (d) **(relationships)** preserve its relationships with all parties with whom it has business dealings;
- (e) **(change of control provisions)** identify any change of control or similar provisions in any significant contracts or any joint venture documentation and obtain the consents of relevant persons who have rights in respect of those persons to the transactions contemplated by the Merger; and
- (f) **(cash)** ensure there is no material decrease in the amount of cash in Sundance other than as:
  - (i) used in the ordinary course of business; or
  - (ii) a result of reasonable costs incurred directly in relation to the transactions contemplated by the Merger.

### 13.3 Prohibited actions

Other than:

- (a) with the prior approval of Hanlong; or
- (b) as required by this agreement, or
- (c) in the ordinary course of business; or

Sundance must not, during the period referred to in clause 13.1:

- (d) **(Material Contracts)** terminate or vary a Material Contract (other than as may be required to satisfy the requirements of Condition Precedent 1 (as set out in Schedule 2)) without the prior written consent of Hanlong;
- (e) **(directors' compensation)** increase the remuneration of or pay any bonus or issue any securities or options to, or otherwise vary its agreements with, any of its directors (other than as may be required to satisfy the requirements of Condition Precedent 1 (as set out in Schedule 2));
- (f) **(accelerate rights)** accelerate the rights of any of its directors to benefits of any kind;
- (g) **(termination payments)** pay a director or executive a termination payment, other than as provided for in an existing employment contract, a copy of which has previously been provided to Hanlong;



- (h) **(financial arrangements)** amend in any material respect any arrangement with its financial advisers in respect of the transactions contemplated by this agreement;
- (i) **(dividends)** announce, declare or pay any dividends;
- (j) **(Prescribed Event)** take any action which would be reasonably expected to give rise to a Prescribed Event;
- (k) **(information technology)** take any action in respect of its information technology systems which would have a material impact on those systems (other than in accordance with existing arrangements); or
- (l) **(agreement)** agree to do any of the matters set out above.

#### **13.4 Working Capital Funding Arrangements**

Sundance may procure working capital financing (in amounts as may be reasonably determined by Sundance from time to time) either through third party debt arrangement(s) or through the equity capital markets (by way of placement, rights issue, share purchase plan or similar arrangement involving the issue of shares or securities by Sundance) without the need to consult with or seek the prior consent of Hanlong to such fundraising. Provided that if Hanlong makes a submission to Sundance for the provision of such financing, Sundance will be obliged to consider the submission in good faith.

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## **14 Exclusivity**

### **14.1 No existing discussions**

Sundance represents and warrants that, other than the discussions with Hanlong in respect of the Merger, during the Exclusivity Period it will not conduct any negotiations or discussions in respect of any Competing Transaction with any person. During the Exclusivity Period, Sundance will promptly enforce the terms of any confidentiality agreement entered into with a party other than Hanlong in relation to a Competing Transaction.

### **14.2 No-shop**

During the Exclusivity Period, Sundance must ensure that neither it nor any of its Related Bodies Corporate or Representatives directly or indirectly:

- (a) solicits, invites, encourages or initiates any enquiries, negotiations or discussions; or
- (b) communicates any intention to do any of these things,

with a view to obtaining any offer, proposal or expression of interest from any person in relation to a Competing Transaction.

- (c) Nothing in this clause 14.2 prevents Sundance from continuing to make normal presentations to, and to respond to enquiries from, brokers, portfolio investors and analysts in the ordinary course in relation to the Merger or its business generally.

### **14.3 No-talk**

Subject to clause 14.6, during the Exclusivity Period, Sundance must ensure that neither it nor any of its Related Bodies Corporate or Representative:

- (a) negotiates or enters into; or
- (b) participates in negotiations or discussions with any other person regarding,

a Competing Transaction, even if that person's Competing Transaction was not directly or indirectly solicited, invited, encouraged or initiated by Sundance or any of its Related Bodies Corporate or Representatives or the person has publicly announced the Competing Transaction.

#### 14.4 Provision of information

Subject to clause 14.6, during the Exclusivity Period, Sundance must ensure that neither it nor any of its Related Bodies Corporate or Representatives furnish any information to any person (including by allowing any person to undertake any due diligence investigations) other than Hanlong or its related Bodies Corporate, with a view to obtaining any offer, proposal or expression of interest from any person in relation to a Competing Transaction.

#### 14.5 Notice of unsolicited approach

- (a) During the Exclusivity Period, Sundance must promptly inform Hanlong if it or any of its Related Bodies Corporate or Representatives:
  - (i) receives any unsolicited approach with respect to any Competing Transaction and must disclose to Hanlong, at a minimum, the pricing and key terms of the Competing Transaction;
  - (ii) receives any request for information relating to Sundance or any of its Related Bodies Corporate or any of their businesses or operations or any request for access to the books or records of Sundance or any of its Related Bodies Corporate, which Sundance has reasonable grounds to suspect may relate to a current or future Competing Transaction; and
  - (iii) provides any information relating to Sundance or any of its Related Bodies Corporate or any of their businesses or operations to any person in connection with or for the purposes of a current or future Competing Transaction ("**Information**"),

provided that Sundance will not be required to comply with this provision if the Sundance Board has determined in good faith, acting reasonably, after receiving legal advice from its external advisers, that taking these actions would be reasonably likely to constitute a breach of the Sundance Board's fiduciary or statutory obligations.

- (b) Should Sundance inform Hanlong as stipulated, then:
  - (i) Hanlong will have 3 business days from the date of the notice to match the Competing Transaction, during which time the Sundance Board will take no further action; and
  - (ii) Sundance must promptly provide Hanlong with equal access to all Information provided to the proposed bidder or acquirer.

## **14.6 Exceptions to no-talk**

Clause 14.3 does not apply to the extent that it restricts Sundance or the Sundance Board from taking or refusing to take any action with respect to a bona fide Competing Transaction (which was not solicited, invited, facilitated, encouraged or initiated by Sundance in contravention of clause 14.2) provided that the Sundance Board has determined, in good faith and acting reasonably that:

- (a) after consultation with its financial advisors, the bona fide Competing Transaction could reasonably be considered to become a Superior Proposal; and
- (b) after receiving written legal advice that failing to respond to the bona fide Competing Transaction would be reasonably likely to constitute a breach of the Sundance Board's fiduciary or statutory obligations.

## **14.7 Legal advice**

Sundance acknowledges that it has received legal advice on this agreement and the operation of this clause 14.

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# **15 Representations and warranties**

## **15.1 Sundance's representations and warranties**

Sundance represents and warrants to Hanlong (on its own behalf and separately as trustee or nominee for each of the Hanlong directors) that each of the statements set out in schedule 6 is true and correct in all material respects as at the date of this agreement and as at 5.00pm on the Business Day immediately prior to the Second Court Date.

## **15.2 Sundance's indemnity**

Sundance indemnifies the Hanlong Indemnified Parties against all Losses incurred directly or indirectly as a result of any of the representations and warranties in clause 15.1 not being true and correct.

## **15.3 Sundance warranty certificate**

Sundance must provide to Hanlong by 5.00pm on the Business Day immediately prior to the Second Court Date a certificate signed by a director of Sundance and made in accordance with a resolution of the Sundance Board stating, as at that date, that the representations or warranties given by Sundance in clause 15.1 remain true and accurate or, if any such representation or warranty is not true and accurate as at that date, providing complete particulars of the facts and matters which make the representation or warranty untrue or inaccurate.

## **15.4 Hanlong's representations and warranties**

Hanlong represents and warrants to Sundance (on its own behalf and separately as trustee or nominee for each of the Sundance directors) that each of the statements set out in schedule 7 is true and correct in all material respects as at the date of this agreement and as at 5.00pm on the Business Day immediately prior to the Second Court Date.

## 15.5 Hanlong's indemnity

Hanlong indemnifies the Sundance Indemnified Parties against all Losses incurred directly or indirectly as a result of any of the representations and warranties in clause 15.4 not being true and correct.

## 15.6 Hanlong warranty certificate

Hanlong must provide to Sundance by 5.00pm on the Business Day immediately prior to the Second Court Date a certificate signed by a director of Hanlong and made in accordance with a resolution of the Hanlong Board stating, as at that date, that the representations and warranties given by Hanlong in clause 15.4 remain true and accurate or, if any representation or warranty is not true and accurate as at that date, providing complete particulars of the facts and matters which make the representation or warranty untrue or inaccurate.

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## 16 Termination

### 16.1 Termination events

Without limiting any other provision of this agreement (including clauses 3.8 and 10.1), this agreement may be terminated:

- (a) **(End Date)** by either party, if the Scheme has not become Effective on or before the End Date; or
- (b) **(lack of support or breach)** at any time prior to 8.00am on the Second Court Date:
  - (i) by Hanlong if the Sundance Board publicly changes its recommendation to the Scheme Participants that they vote in favour of the resolution to approve the Scheme, including any adverse modification to its recommendation, or otherwise makes a public statement indicating that it no longer supports the Merger; or
  - (ii) by either Hanlong or Sundance if the other is in material breach of any clause of this agreement (including a warranty), taken in the context of the Merger as a whole, provided that either Hanlong or Sundance, as the case may be, has, if practicable, given notice to the other setting out the relevant circumstances and stating an intention to terminate and, the relevant circumstances continue to exist 5 Business Days (or any shorter period ending at 5:00 pm on the day before the Second Court Date) after the time the notice is given; or
- (c) **(not approved)** by either party if the resolution submitted to the Scheme Meeting is not approved by the requisite majorities;
- (d) **(competing interest)** by Hanlong, if a person (other than Hanlong or its Related Bodies Corporate) acquires a Relevant Interest in more than 12.5% of the Shares (other than if the person is an institutional portfolio investor or the person is any person otherwise agreed between Sundance and Hanlong);
- (e) **(restraint)** by either party if a Court or other Regulatory Authority has issued a final and non-appealable order, decree or ruling or taken other action which permanently restrains or prohibits the Merger;

- (f) **(consultation or appeal failure)** in accordance with and pursuant to clause 10.1;
- (g) **(Independent Expert)** by either party if the Independent Expert opines that the Scheme is not in the best interests of Shareholders;
- (h) **(Insolvency)** by either party if the other party or any of their Related Bodies Corporate becomes Insolvent;
- (i) **(Conditions Precedent)** in accordance with clause 3;
- (j) **(Material Adverse Change)** by Hanlong in the event of a Material Adverse Change between the date of this agreement and 8.00am on the Second Court Date;
- (k) **(Prescribed Event)** by Hanlong in the event that a Prescribed Event occurs between the date of this agreement and 8.00am on the Second Court Date;
- (l) **(agreement)** if agreed to in writing by Hanlong and Sundance.

## 16.2 Termination

Where a party has a right to terminate this agreement, that right for all purposes will be validly exercised if the party delivers a notice in writing to the other party stating that it terminates this agreement.

## 16.3 Effect of Termination

In the event that a party terminates this agreement, or if this agreement otherwise terminates in accordance with its terms, then in either case all further obligations of the parties under this agreement, other than the obligations set out in clauses 10.1, 18 and 21 will immediately cease to be of further force and effect without further liability of any party to the other, provided that nothing in this clause releases any party from liability for any pre-termination breach of this agreement.

## 16.4 Damages

In addition to the right of termination under clause 16.1 where there is no appropriate remedy for the breach in the agreement (other than termination), the non-defaulting party is entitled to damages for Losses suffered by it and expenses incurred by it as a result of the breach of the terms of this agreement.

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# 17 Public announcements

## 17.1 Required disclosure

- (a) Each party must give the other reasonable notice, and consult with the other, prior to making public announcements in connection with the Scheme, provided that where a party is required by law or the Listing Rules to make any announcement or make any disclosure relating to a matter the subject of the Scheme, it must, to the extent practicable, consult with the other party, unless acting reasonably a party considers that an immediate announcement is required to be made.
- (b) Hanlong acknowledges Sundance is listed on ASX and is subject to the Listing Rules and, in particular, Listing Rule 3.1 which requires Sundance to notify the market and ASX of any information that a

reasonable person would expect to have a material effect on the price or value of the Shares. Sundance represents that, depending on the confidential information provided under the terms and conditions of this agreement, it may form a view, in its absolute discretion, from time to time that it may rely on the exemptions to disclosure in Listing Rule 3.1A in relation to that information and the matters under this agreement.

## **17.2 Other announcements**

Subject to clause 17.1, no party may make any public announcement or disclosure in connection with the Merger other than in a form approved by each party (acting reasonably). Each party will use all reasonable endeavours to provide the approval as soon as practicable.

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## **18 Confidential Information**

### **18.1 Disclosure of Hanlong Confidential Information**

No Hanlong Confidential Information may be disclosed by Sundance to any person except:

- (a) Representatives of Sundance or its Related Bodies Corporate requiring the information for the purposes of this agreement; or
- (b) with the consent of Hanlong which consent may be given or withheld in its absolute discretion; or
- (c) if Sundance is required to do so by law or by a stock exchange; or
- (d) if Sundance is required to do so in connection with legal proceedings relating to this agreement.

### **18.2 Use of Hanlong Confidential Information**

Sundance must use the Hanlong Confidential Information exclusively for the purpose of due diligence and preparing the Scheme Booklet and for no other purpose (and must not make any use of any Hanlong Confidential Information to the competitive disadvantage of Hanlong or any of its Related Bodies Corporate).

### **18.3 Disclosure of Sundance Confidential Information**

No Sundance Confidential Information may be disclosed by Hanlong to any person except:

- (a) Representatives of Hanlong or its Related Bodies Corporate requiring the information for the purposes of this agreement; or
- (b) with the consent of Sundance which consent may be given or withheld in its absolute discretion; or
- (c) if Hanlong is required to do so by law or by a stock exchange; or
- (d) if Hanlong is required to do so in connection with legal proceedings relating to this agreement.

### **18.4 Use of Sundance Confidential Information**

Hanlong must use the Sundance Confidential Information exclusively for the purpose of due diligence and preparing the Scheme Booklet and for no other

purpose (and must not make any use of any Sundance Confidential Information to the competitive disadvantage of Sundance or any of its Related Bodies Corporate).

### **18.5 Disclosure by recipient of Confidential Information**

Any party disclosing information under clause 18.1(a) or 18.1(b) or clause 18.3(a) or 18.3(b) must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 18.1 or clause 18.3.

### **18.6 Excluded Information**

Unless otherwise required by law or regulation, Clauses 18.1, 18.2, 18.3, 18.4 and 18.5 do not apply to the Excluded Information.

### **18.7 Return of Confidential Information**

A party who has received Confidential Information from another under this agreement must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 18.1(a) or 18.1(b).

### **18.8 Termination**

This clause 18 will survive termination (for whatever reason) of this agreement.

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## **19 Notices and other communications**

### **19.1 Form - all communications**

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

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

### **19.2 Delivery**

Communications must be:

- (a) left at the address set out or referred to in the Details;
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details;
- (c) sent by fax to the fax number set out or referred to in the Details; or

(d) given in any other way permitted by law.

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

### **19.3 When effective**

Communications take effect from the time they are received or taken to be received under clause 19.4 (whichever happens first) unless a later time is specified.

### **19.4 When taken to be received**

Communications are taken to be received:

- (a) if sent by post, 3 days after posting (or 7 days after posting if sent from one country to another); or
- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent.

### **19.5 Receipt outside business hours**

Despite clauses 19.3 and 19.4, if communications are received or taken to be received under clause 19.4 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

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## **20 Goods and services tax (GST)**

### **20.1 Consideration does not include GST**

The consideration specified in this agreement does not include any amount for GST.

### **20.2 Recovery of GST**

If a supply under this agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate.

### **20.3 Time of payment**

The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice.

### **20.4 Adjustment of additional amount**

If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.

### **20.5 Reimbursement**

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



## **20.6 Survival**

This clause will survive termination of this agreement.

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## **21 Miscellaneous**

### **21.1 Discretion in exercising rights**

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

### **21.2 Partial exercising of rights**

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### **21.3 No liability for loss**

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

### **21.4 Approvals and consents**

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

### **21.5 Remedies cumulative**

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

### **21.6 Variation and waiver**

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

### **21.7 No merger**

The warranties, undertakings and indemnities in this agreement do not merge on the Implementation Date.

### **21.8 Indemnities**

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

### **21.9 Enforceability**

For the purpose of this agreement:

- (a) Sundance is taken to be acting as agent and trustee on behalf of and for the benefit of all Sundance Indemnified Parties; and
- (b) Hanlong is taken to be acting as agent and trustee on behalf of and for the benefit of all Hanlong Indemnified Parties,

and all of those persons are to this extent taken to be parties to this agreement.

#### **21.10 Further steps**

Each party agrees, at its own expense, to do anything the other party asks (including obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; or
- (b) to show whether the party is complying with this agreement.

#### **21.11 Construction**

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

#### **21.12 Costs**

Subject to clause 11, the parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

#### **21.13 Stamp duty**

Hanlong agrees to pay all stamp duty (including fines and penalties) payable and assessed by legislation or by any revenue office on this agreement or the Scheme and in respect of a transaction evidenced by this agreement or the Scheme.

#### **21.14 Entire agreement**

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

#### **21.15 Assignment**

A party may not assign or otherwise deal with its rights under this agreement (other than pursuant to any security granted before the date of this agreement or to a secured lender, security trustee or other financier providing finance for the purposes of this agreement) or allow any interest in them to arise or be varied in each case, without the consent of the other party unless in the case of Hanlong, the transferee is a member of the Hanlong Group.

#### **21.16 No representation or reliance**

Each party acknowledges that:

- (a) no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement;
- (b) it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement; and

- (c) paragraphs 21.16(a) and 21.16(b) above do not prejudice any rights a party may have in relation to information which had been filed by the other party with ASIC or ASX.

**21.17 Governing law**

This agreement is governed by the law in force in the place specified in the Details. Each party submits to the non-exclusive jurisdiction of the courts of that place.

**21.18 Counterparts**

This agreement may be executed in counterparts. Each counterparts when taken together are to be taken to constitute one instrument.

**EXECUTED** as an agreement

# Amended and Restated Scheme Implementation Agreement

## Schedule 1 - Prescribed Events

- 1 **(Conversion)** Sundance converts all or any of its shares into a larger or smaller number of shares.
- 2 **(Reduction of share capital)** Sundance resolves to reduce its share capital in any way or reclassifies, combines, splits or redeems or repurchases directly or indirectly any of its shares.
- 3 **(Buy-back)** Sundance:
  - (a) enters into a buy-back agreement; or
  - (b) resolves to approve the terms of a buy-back agreement under the Corporations Act.
- 4 **(Distribution)** Sundance makes or declares, or announces an intention to make or declare, any distribution (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie).
- 5 **(Issuing or granting shares or options)** Sundance or any of its Subsidiaries:
  - (a) issues shares;
  - (b) grants an option over its shares, including a performance right under the Performance Rights Plan; or
  - (c) agrees to make an issue of shares or grant an option over its shares, including a performance right under the Performance Rights Plan,in each case to a person outside the Sundance Group other than pursuant to:
  - (d) clause 6.7 of this agreement; or
  - (e) clause 13.4 of this agreement; or
  - (f) Sundance's obligations to issue shares to Congo Mining Investments SA under the Congo Iron Letter Agreement (which obligation Sundance and Hanlong acknowledge will endure if not satisfied prior to completion of the Scheme); or
  - (g) the exercise of any option over shares subsisting as at the date hereof, or
  - (h) the grant or exercise of any option over shares following the date hereof which is issued under any employee incentive arrangement operated by Sundance as at the date hereof;or unless notified to Hanlong or ASX prior to the date of this agreement.

- 6      **(Securities or other instruments)** Sundance:
- (a)      issues securities or other instruments convertible into shares or debt securities; or
  - (b)      agrees to issue securities or other instruments convertible into shares or debt securities,
- in each case to a person outside the Sundance Group other than pursuant to:
- (c)      clause 6.7 of this agreement; or
  - (d)      clause 13.4 of this agreement; or
  - (e)      Sundance's obligations to issue shares to Congo Mining Investments SA under the Congo Iron Letter Agreement (which obligation Sundance and Hanlong acknowledge will endure if not satisfied prior to completion of the Scheme); or
  - (f)      the exercise of any option over shares subsisting as at the date hereof; or
  - (g)      the grant or exercise of any option over shares following the date hereof which is issued under any employee incentive arrangement operated by Sundance as at the date hereof;
- or unless notified to Hanlong or ASX prior to the date of this agreement.
- 7      **(Constitution)** Sundance adopts a new constitution or modifies or repeals its constitution or a provision of it.
- 8      **(Disposals)** Sundance disposes, or agrees to dispose of the whole or a substantial part of the Sundance Group's business or property.
- 9      **(Acquisitions, disposals or tenders)** Unless in the ordinary course of business, Sundance directly or indirectly acquires or agrees to acquire any assets, properties or businesses, or directly or indirectly incurs, agrees to incur or enters into a commitment or a series of commitments involving capital expenditure, whether in one or more transactions, where the amounts or value involved in the transaction, transactions, commitments or series of commitments exceeds A\$15 million in aggregate (unless otherwise agreed by Hanlong, provided that Hanlong's consent shall not be unreasonably withheld or delayed);
- 10     **(Encumbrances)** Sundance creates, or agrees to create, any Encumbrance over the whole or a substantial part of its business or property.
- 11     **(Contracts)** Sundance enters into any material marketing, blending, offtake, port or rail-related, shareholders, joint venture, asset or profit sharing, partnership or cooperation agreement;
- 12     **(Insolvency)** Sundance or any of its Related Bodies Corporate becomes Insolvent.

A Prescribed Event will also occur if a Subsidiary of Sundance undertakes any of the actions in 2 to 11 above and the recipient or counterparty includes an entity outside the Sundance Group.

# Amended and Restated Scheme Implementation Agreement

## Schedule 2 - Conditions Precedent (clause 3)

Condition	Party entitled to benefit
A) By 31 May 2012:	
1. <b>(Key Executives)</b> the Key Executives agree to remain employees of Sundance for periods reasonably agreed by the parties (save that any obligation on Sundance to procure such agreement shall be on a reasonable endeavours basis only).	Both
2. <b>(FIRB application)</b> Hanlong re-submits its FIRB application to the Treasurer.	Sundance
B) By 30 June 2012:	
3. <b>(NDRC provisional approval)</b> NDRC Provisional Approval;	Sundance
4. <b>(FIRB approval)</b> either:	Both
(a) the Treasurer (or his delegate) has provided <b>written</b> notice which is unconditional or subject only to conditions reasonably acceptable to both Hanlong and Sundance that there are no objections under Australia's foreign investment policy to the proposed Merger; or	
(b) following notice of the proposed Merger having been given by Hanlong to the Treasurer under the Foreign Acquisitions and Takeovers Act 1975 (Cwlth), the Treasurer has ceased to be empowered to make any order under Part II of that Act because of lapse of time.	
C) Within 7 days of 31 May (7 June 2012):	Hanlong
5. <b>(Mbalam Convention on Agreed Terms)</b> the Mbalam Convention is on Agreed Terms	

D) By 31 August 2012:

6. **(Funding)** Hanlong concludes the Credit Approved Term Sheet. Both

E) Between the date of this agreement and the date of the Scheme Booklet:

7. **Hanlong Deed Poll and Sichuan Hanlong Deed Poll**

Cannot be waived

Hanlong signs and delivers the Hanlong Deed Poll and procures that Sichuan Hanlong signs and delivers the Sichuan Hanlong Deed Poll.

F) Before the date on which the Scheme Booklet is lodged with ASIC: Sundance

8. **(Independent Expert)** the Independent Expert issues a report which concludes that the Scheme is in the best interests of Scheme Participants.

G) Before 8.00am on the Second Court Date:

9. **Regulatory Approvals**

- (a) **(ASIC and ASX)** ASIC and ASX have issued or provided those consents or approvals or have done all other acts which the parties agree are reasonably necessary or desirable to implement the Merger. Both

- (b) **(Court orders)** no Court or Regulatory Authority has issued or taken steps to issue an order, temporary restraining order, preliminary or permanent injunction, decree or ruling or taken any action enjoining, restraining or otherwise imposing a legal restraint or prohibition preventing the Merger and no such order, decree, ruling, other action or refusal is in effect. Both

- (c) **(PRC Regulatory Approvals)** Hanlong obtains all approvals (including but not limited to final approval from the National Development Reform Commission (final NDRC approval), the Ministry of Commerce of the People's Republic of China approval (**MOFCOM approval**) and the State Administration of Foreign Exchange approval (**SAFE approval**)) that are necessary or desirable to implement the Merger; Both

<b>10.</b>	<b>Scheme approval</b>	Cannot be waived
	Shareholders approve the Scheme by the requisite majorities in accordance with the Corporations Act.	
<b>11.</b>	<b>Court approval</b>	Both
	The Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act.	
<b>12.</b>	<b>No termination</b>	Both
	This agreement has not been terminated in accordance with clause 16.	
<b>13.</b>	<b>Conventions approved</b>	Hanlong
	<p>(a) The Mbalam Convention is on Agreed Terms and the Government of the Republic of Cameroon confirms in a written document (signed by the Prime Minister or an official of the Government of the Republic of Cameroon who is duly authorised by the Prime Minister) which is made available to Sundance and Hanlong that such terms (or terms which do not represent a Material Departure from the Agreed Terms) are acceptable.</p> <p>(b) The Congo Mining Permit is granted to Congo Iron in relation to the Nabeba Project in the Republic of Congo.</p>	
<b>14.</b>	<b>No further distributions</b>	Hanlong
	Between the date of this agreement and the Second Court Date, Sundance not declaring or paying any interim, final or special dividend.	
<b>15.</b>	<b>No material transaction</b>	Hanlong
	Sundance not making before 8.00am on the Second Court Date (other than in the ordinary course of business), without the approval of Hanlong:	
	<ul style="list-style-type: none"> <li>• any material changes to the terms of the Key Executive Contracts (other than as required pursuant to Condition Precedent 1 above);</li> <li>• amending or terminating any Material Contract (other than as required pursuant to Condition Precedent 1</li> </ul>	



above);

- acquiring or disposing of any material asset or incurring a material liability, other than a material transaction about which Sundance provides Hanlong with comprehensive written information prior to the date of this agreement.

# Amended and Restated Scheme Implementation Agreement

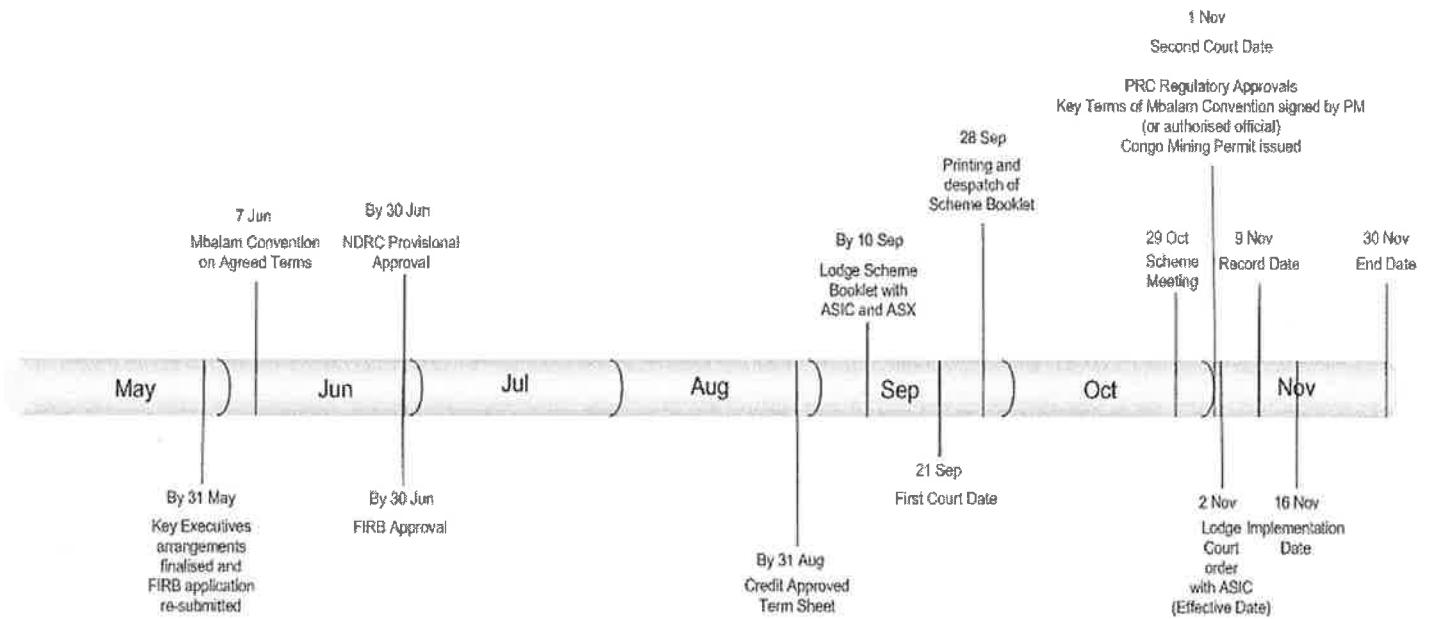
## Schedule 3 - Fixed Timetable (clause 7.1)

Event	Timing
Key Executives arrangements finalised and FIRB application re-submitted	By 31 May 2012
Mbalam Convention on Agreed Terms	7 days after 31 May 2012 (7 June 2012)
NDRC Provisional Approval	By 30 June 2012
FIRB approval	By 30 June 2012
Credit Approved Term Sheet	By 31 August 2012
Lodge Scheme Booklet with ASIC and ASX	By 10 September 2012
First Court Date	21 September 2012
Printing and despatch of Scheme Booklet	28 September 2012
Scheme Meeting held	29 October 2012
PRC Regulatory Approvals	By 8.00am on Second Court Date (1 November 2012)
Written document reflecting Key Terms of Mbalam Convention signed by Prime Minister of Cameroon (or duly authorised official) and Congo Mining Permit issued	By 8.00am on Second Court Date (1 November 2012)
Second Court Date	1 November 2012
Lodge Court order with ASIC (Effective Date)	2 November 2012

Record Date (5.00pm on the date which is the Effective Date plus 5 Business Days or any other date as Sundance and Hanlong agree)	9 November 2012
Implementation Date (Record Date plus 5 Business Days)	16 November 2012
End Date	30 November 2012

# Amended and Restated Scheme Implementation Agreement

## Illustrative Representation of Fixed Timetable



## Schedule 4 - Sundance's Obligations (clause 8.1)

- 1 **(Sundance Information)** ensure that the Sundance Information included in the Scheme Booklet complies with applicable law, the Listing Rules and applicable ASIC Regulatory Guides.
- 2 **(Further Sundance Information)** provide to Hanlong and Scheme Participants any further or new Sundance Information as may arise after the Scheme Booklet has been sent until the date of the Scheme Meeting as may be necessary to ensure that the Sundance Information contained in the Scheme Booklet is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission).
- 3 **(Independent Expert)** Sundance must provide Hanlong with a reasonable opportunity to review and comment on factual matters in the final draft Independent Expert report before the Independent Expert's report is provided to ASIC in draft form before it is finally issued.
- 4 **(Information)** on a monthly basis (by the last business day of each month up to and including the Implementation Date of the Scheme) provide to Hanlong a written update on the status and any outstanding issues relating to the fulfilment of Conditions Precedent within its control and any other information reasonably requested by Hanlong from time to time.
- 5 **(Provide a copy of the report)** on receipt, provide Hanlong with a copy of any draft or final report received from the Independent Expert.
- 6 **(Directors' recommendation)** state in the Scheme Booklet and any public announcements relating to the Merger on or after the date of this agreement (on the basis of statements made to Sundance by each member of the Sundance Board) that the majority (at the least) of the Sundance Board recommends to Scheme Participants that the Scheme be approved in the absence of a Superior Proposal, unless:
  - (a) the Independent Expert opines that the Scheme is not in the best interest of Shareholders; or
  - (b) in relation to matters occurring after the date of this agreement, the Sundance Board obtains written legal advice that compliance or continued compliance with this clause would involve a breach of their fiduciary duties or would be unlawful on any other basis,and that each director (excluding any dissenter) will to the extent permitted by law vote any Shares which they control in favour of the Scheme.
- 7 **(Directors' voting)** use its reasonable endeavours to procure that:
  - (a) each member of the Sundance Board votes any Shares in which they have a Relevant Interest in favour of the Scheme and any other resolution submitted to Shareholders for their approval in connection with the Scheme; and
  - (b) each member of the Sundance Board does not change that voting intention,unless a Superior Proposal arises or the Independent Expert opines that the Scheme is not in the best interests of Shareholders.

- 8       **(Support)** seek the approval of Participants for the Scheme and participate in efforts to promote the Scheme reasonably required by Hanlong.
- 9       **(Registry details)** subject to the terms of the Scheme:
- (a)       provide all necessary information about the Scheme Participants to Hanlong which Hanlong requires in order to assist Hanlong to solicit votes at the Scheme Meeting; and
- (b)       provide all necessary directions to the Registry to promptly provide any information that Hanlong reasonably requests in relation to the Register, including any sub-register, and, where requested by Hanlong Sundance must procure the information to be provided to Hanlong in an electronic form as is reasonably requested by Hanlong.
- 10       **(Section 411(17)(b) statement)** apply to ASIC for the production of a statement pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme.
- 11       **(Court application)** apply to the Court for an order under section 411(1) of the Corporations Act directing Sundance to convene the Scheme Meeting.
- 12       **(Registration of explanatory statement)** request ASIC to register the explanatory statement included in the Scheme Booklet in relation to the Scheme in accordance with section 412(6) of the Corporations Act.
- 13       **(Send Scheme Booklet)** send the Scheme Booklet to Shareholders as soon as practicable after the Court orders Sundance to convene the Scheme Meeting.
- 14       **(Scheme Meeting)** convene the Scheme Meeting in accordance with any orders made by the Court and seek the approval of Shareholders for the Scheme and, for this purpose, the directors of Sundance must participate in reasonable efforts to promote the merits of the Scheme, including meeting with key Scheme Participants at the reasonable request of Hanlong.
- 15       **(Court order)** apply to the Court for an order approving the Scheme in accordance with sections 411(4)(b) and 411(6) of the Corporations Act.
- 16       **(Lodge)** lodge with ASIC an office copy of any the Court order approving the Scheme as approved by the Shareholders at the Scheme Meeting in accordance with section 411(10) of the Corporations Act.
- 17       **(Registration)** register all transfers of Shares to Hanlong on the Implementation Date.
- 18       **(Listing)** take all reasonable steps to maintain Sundance's listing on ASX, notwithstanding any suspension of the quotation of Shares, up to and including the Implementation Date, including making appropriate applications to ASX and ASIC.
- 19       **(information)** provide to Hanlong:
- promptly any information reasonably requested by Hanlong in connection with the matters contemplated in this agreement (and its performance) from time to time.
- 20       **(Other steps)** do all other things necessary to give effect to the Scheme and the orders of the Court approving the Scheme.

# Amended and Restated Scheme Implementation Agreement

## Schedule 5 - Hanlong's Obligations (clause 8.2)

- 1 **(Hanlong Information)** provide to Sundance for inclusion in the Scheme Booklet all Hanlong Information as Sundance reasonably requires to prepare and issue the Scheme Booklet (including any information required under the Corporations Act, Corporations Regulations, or ASIC Regulatory Guide 60).
- 2 **(Further Hanlong Information)** provide to Sundance any further or new Hanlong Information as may arise after the Scheme Booklet has been sent until the date of the Scheme Meeting as may be necessary to ensure that the Hanlong Information contained in the Scheme Booklet is not, having regard to applicable disclosure requirements, false, misleading or deceptive in any material respect (including because of any material omission).
- 3 **(Independent Expert information)** provide any assistance or information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's report to be included in the Scheme Booklet.
- 4 **(Regulatory and government approvals)** on a monthly basis (by the last business day of each month up to and including the date of implementation of the Scheme) provide to Sundance a written update on the status and any outstanding issues relating to all regulatory and government approvals which Hanlong needs to obtain as a Condition Precedent, and promptly provide Sundance with copies of all correspondence relating to the approval process (provided that Hanlong will not be required to provide to Sundance any information or access to any records which are Commercial-In-Confidence or which it is otherwise precluded from disclosing by law).
- 5 **(Other information)** provide promptly any other information reasonably requested by Sundance from time to time.
- 6 **(Scheme Booklet)** review the drafts of the Scheme Booklet and provide comments.
- 7 **(Hanlong Board)** convene a meeting of the Hanlong Board for the purpose of verifying and approving the information provided by Hanlong in the Scheme Booklet.
- 8 **(Representation)** procure that it is represented by counsel at the court hearings convened for the purposes of section 411(4)(b) of the Corporations Act, at which, through its counsel Hanlong must undertake (if requested by the court) to do all things and take all steps within its power as may be necessary in order to ensure the fulfilment of its obligations under this agreement and the Scheme.
- 9 **(Deed polls)** prior to the Scheme Booklet being sent, execute the Hanlong Deed Poll (and procure that Sichuan Hanlong executes the Sichuan Hanlong Deed Poll).
- 10 **(Scheme Consideration)** provide the Scheme Consideration.

# Amended and Restated Scheme Implementation Agreement

## Schedule 6 - Sundance's representations and warranties (clause 15.1)

- 1 **(Incorporation)** it is a valid existing corporation registered under the laws of its place of incorporation.
- 2 **(Execution)** the execution and delivery of this agreement has been properly authorised by all necessary corporate action of Sundance.
- 3 **(Corporate power)** it has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement in accordance with its terms.
- 4 **(Binding obligations)** (subject to laws generally affecting creditors' rights and the principles of equity) this agreement constitutes legal, valid and binding obligations on it.
- 5 **(Sundance Information)** the Sundance Information provided in accordance with this agreement and included in the Scheme Booklet, as at the date of the Scheme Booklet, will not contain any material statement which is misleading or deceptive nor contain any material omission having regard to applicable disclosure requirements and will comply in all material respects with the requirements of the Corporations Act, the Listing Rules and all relevant regulatory guides, practice notes and other guidelines and requirements of ASIC.
- 6 **(Reliance)** the Sundance Information contained in the Scheme Booklet will be included in good faith and on the understanding that:
  - (a) Hanlong and its directors will rely on that information for the purposes of considering and approving the Hanlong Information in the Scheme Booklet before it is despatched, approving the entry into the Hanlong Deed Poll and implementing the Scheme; and
  - (b) Sichuan Hanlong and its directors will rely on that information for the purposes of approving the entry into the Sichuan Hanlong Deed Poll.
- 7 **(Further information )** Sundance will, as a continuing obligation, provide to Hanlong all further or new information which may arise after the date of the Scheme Booklet until the date of the Scheme Meeting which may be necessary to ensure that there would be no breach of 5 if it applied as at the date upon which that information arose.
- 8 **(Disclosure)** Sundance has provided to Hanlong all information actually known to it (having made reasonable enquiries) as at the date of this agreement regarding matters affecting or relating to it:
  - (a) which is not already in the public domain; and
  - (b) the disclosure of which might reasonably be expected to have resulted in Hanlong not entering into this agreement at all or only entering into this agreement on materially different terms.



- 9       **(Continuous disclosure)** Sundance is not in breach of its continuous disclosure obligations under the Listing Rules and is not relying on the carve-out in Listing Rule 3.1A to withhold any information from disclosure.
- 10       **(Complete and accurate)** all the information provided to Hanlong by Sundance in connection with this agreement, whether under due diligence or not, is complete and accurate and is not misleading, whether by way of omission or otherwise
- 11       **(Reasonable assumptions)** to the extent information provided to Hanlong, whether under due diligence or not, in connection with this agreement, includes forward looking statements, those forward looking statements are based on assumptions which Sundance believes, as at the date the information was provided and continues to believe, to be reasonable.
- 12       **(Opinions)** any statement of opinion or belief contained in the Sundance Information is honestly held and there are reasonable grounds for holding the opinion or belief.
- 13       **(Provision of information to Independent Expert)** all information provided by or on behalf of Sundance to the Independent Expert to enable the Independent Expert's report to be included in the Scheme Booklet to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's report.
- 14       **(Compliance)** it and its Subsidiaries have complied in all material respects with all Australian and foreign laws and regulations applicable to them and orders of Australian and foreign governmental agencies having jurisdiction over them and have all material licenses, permits and franchises necessary for them to conduct their respective businesses as presently being conducted.
- 15       **(No default)** neither it nor any of its Subsidiaries is in default under any document, agreement or instrument binding on it or its assets nor has anything occurred which is or would with the giving of notice or lapse of time constitute an event of default, prepayment event or similar event, or give another party thereto a termination right or right to accelerate any right or obligation, under any document or agreement with such an effect, to the extent that this would have (or would be likely to cause) a Material Adverse Change.
- 16       **(Securities)** Sundance's issued securities as at the date of this agreement (which are subject to variance in the ordinary course of business) are:
- 2,993,435,505 Shares
- 31,254,866 Options
- 10,534,449 Performance Rights
- and it has not issued or agreed to issue any other securities or instruments which are still outstanding and which may convert into Shares other than rights arising under the Options or the Performance Rights or otherwise as disclosed in writing to Hanlong prior to the date of this agreement or as otherwise expressly contemplated under this agreement (including, inter alia, the issue of Shares (or other securities) by Sundance to satisfy its working capital arrangements pursuant to clause 13.4 of this agreement).
- 17       **(No Encumbrances)** there is no Encumbrance over all or any of Sundance Group's assets or revenues.

# Amended and Restated Scheme Implementation Agreement

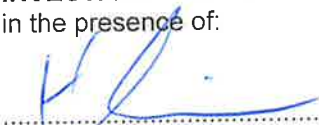
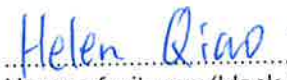
## Schedule 7 - Hanlong's representations and warranties (clause 15.4)

- 1 **(Incorporation)** it is a valid existing corporation registered under the laws of its place of incorporation.
- 2 **(Execution)** the execution and delivery of this agreement has been properly authorised by all necessary corporate action of Hanlong.
- 3 **(Corporate power)** it has full corporate power and lawful authority to execute and deliver this agreement and to consummate and perform or cause to be performed its obligations under this agreement in accordance with its terms.
- 4 **(Binding obligations)** (subject to laws generally affecting creditors' rights and the principles of equity) this agreement constitutes legal, valid and binding obligations on it.
- 5 **(Reliance)** the Hanlong Information provided to Sundance for inclusion in the Scheme Booklet will be provided in good faith and on the understanding that Sundance and its directors will rely on that information for the purposes of preparing the Scheme Booklet and proposing and implementing the Scheme in accordance with the Corporations Act.
- 6 **(Hanlong Information)** the Hanlong Information provided in accordance with this agreement and included in the Scheme Booklet, as at the date of the Scheme Booklet, will not contain any material statement which is misleading or deceptive nor contain any material omission having regard to applicable disclosure requirements and will comply in all material respects with the requirements of the Corporations Act, the Listing Rules and all relevant regulatory guides, practice notes and other guidelines and requirements of ASIC.
- 7 **(Further information)** Hanlong will, as a continuing obligation, provide to Sundance all further or new information which may arise after the date of the Scheme Booklet until the date of the Scheme Meeting which may be necessary to ensure that there would be no breach of item 6 above if it applied as at the date on which that information arose.
- 8 **(Opinions)** any statement of opinion or belief contained in the Hanlong Information is honestly held and there are reasonable grounds for holding the opinion or belief.
- 9 **(Provision of information to Independent Expert)** all information provided by or on behalf of Hanlong to the Independent Expert to enable the Independent Expert's report to be included in the Scheme Booklet to be prepared and completed will be provided in good faith and on the understanding that the Independent Expert will rely upon that information for the purpose of preparing the Independent Expert's report.

# Amended and Restated Scheme Implementation Agreement

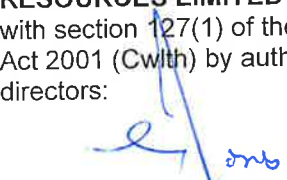

Signing page

DATED: 23<sup>rd</sup> May 2012

SIGNED by )  
as authorised representative for )  
**HANLONG (AFRICA) MINING** )  
**INVESTMENT LIMITED** )  
in the presence of: )  
 )  
..... )  
Signature of witness )  
 )  
..... )  
Name of witness (block letters) )



By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of **HANLONG (AFRICA) MINING INVESTMENT LIMITED**

**EXECUTED** by **SUNDANCE** )  
**RESOURCES LIMITED** in accordance )  
with section 127(1) of the Corporations )  
Act 2001 (Cwth) by authority of its )  
directors: )  
 )  
..... )  
Signature of director )  
 )  
..... )  
Name of director (block letters) )



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



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



# **Amended and Restated Scheme Implementation Agreement**

Annexure A - Intentionally Blank



# Amended and Restated Scheme Implementation Agreement

## Annexure B - Scheme





# Annexure B

## Scheme of arrangement

pursuant to section 411 of the Corporations Act

between

Sundance Resources Limited (ABN 19 055 719 394)

and

**Each person registered as a holder of fully paid ordinary shares in Sundance as at 5.00pm on the Record Date**

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### 1 Definitions and interpretation

#### 1.1 Definitions

In this Scheme:

**ACCC** means the Australian Competition and Consumer Commission.

**ASIC** means Australian Securities and Investments Commission.

**ASX** means ASX Limited or the Australian Securities Exchange, as appropriate.

**Business Day** means a business day as defined in the Listing Rules.

**CHESS** means the Clearing House Electronics Subregister System, which provides for electronic share transfer in Australia.

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

**Court** means a court of competent jurisdiction under the Corporations Act.

**Deed Polls** means the deed polls dated [●] executed by Hanlong and Sichuan Hanlong in favour of Scheme Participants.

**End Date** has the same meaning given to it in the Scheme Implementation Agreement.

**Effective** means the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) in relation to the Scheme but in any event at no time before an office copy of the order of the Court is lodged with ASIC.

**Effective Date** means the date on which the Scheme becomes Effective.

**Encumbrance** means any mortgage, lien, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, claim, covenant, profit à prendre, easement or any other security arrangement having the same effect.

**Excluded Shareholder** means Hanlong and its Related Bodies Corporate.

**Hanlong** means Hanlong (Africa) Mining Investment Limited.

**Immediately Available Funds** means a bank cheque or other form of cleared funds acceptable to Sundance.

**Implementation Date** means the fifth Business Day following the Record Date.

**Listing Rules** means the Listing Rules of ASX.

**Record Date** means the fifth Business Day following the Effective Date or any other date as Sundance and Hanlong agree.

**Register** means the register of shareholders maintained by Sundance in accordance with the Corporations Act.

**Registered Address** means, in relation to a Sundance Shareholder, the address shown in the Register.

**Regulatory Authority** includes:

- (a) ASX, ACCC, ASIC;
- (b) a government or governmental, semi-governmental or judicial entity or authority;
- (c) a minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government; and
- (d) any regulatory organisation established under statute.

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Scheme** means this scheme of arrangement together with any amendment or modification made pursuant to section 411(6) of the Corporations Act.

**Scheme Consideration** means the consideration described in clause 6.2 of the Scheme Implementation Agreement to be provided by Hanlong to Scheme Participants under the terms of this Scheme for the transfer to Hanlong of their Shares.

**Scheme Implementation Agreement** means the Scheme Implementation Agreement dated 23 May 2012 between Sundance and Hanlong.

**Scheme Meeting** means the meeting to be convened by the Court at which Sundance Shareholders (other than an Excluded Shareholder) will vote on the Scheme.

**Scheme Participant** means each person who is a Sundance Shareholder (other than an Excluded Shareholder) as at 5.00pm on the Record Date.

**Scheme Transfer** means, for each Scheme Participant, a duly completed and executed proper instrument of transfer of the Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Shares.

**Second Court Date** means the day on which the Court makes an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme.

**Sichuan Hanlong** means Sichuang Hanlong Group Co. Limited

**Share** means a Sundance Share held by a Scheme Participant.

**Sundance** means Sundance Resources Limited (ABN 19 055 719 394).

**Sundance Share** or **Shares** means an ordinary fully paid share in the capital of Sundance.

**Sundance Shareholder** means each person registered in the Register as a holder of Sundance Shares.

## 1.2 Reference to certain general terms

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

- (a) **(variations or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures and schedules)** a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this agreement;
- (c) **(reference to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any Regulatory Authority;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (h) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (i) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (j) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (l) **(time of day)** time is a reference to Perth time.

## 1.3 Headings

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

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## 2 Preliminary

### 2.1 Preliminary matters

- (a) Sundance is a public company incorporated in Australia and registered in Western Australia and is a company limited by shares.
- (b) Sundance is admitted to the official list of ASX and Sundance Shares are officially quoted on the stock market conducted by ASX.
- (c) As at [●] Sundance's issued securities are:
  - (i) Sundance Shares: 2,993,435,505;
  - (ii) options: 31,254,866; and
  - (iii) performance rights: 10,534,449.
- (d) Hanlong is a private company incorporated and registered in Hong Kong and is a company limited by shares.
- (e) If the Scheme becomes Effective:
  - (i) in consideration of the transfer of each Share held by Scheme Participants to Hanlong, Sundance will procure Hanlong to provide the Scheme Consideration to Sundance on behalf of each Scheme Participant in accordance with the terms of this Scheme;
  - (ii) all Shares held by Scheme Participants will be transferred to Hanlong on the Implementation Date; and
  - (iii) Sundance will enter the name of Hanlong in the Register in respect of all Shares transferred to Hanlong in accordance with the terms of this Scheme.

### 2.2 Scheme Implementation Agreement and Deed Polls

- (a) Sundance and Hanlong have agreed by executing the Scheme Implementation Agreement to implement the terms of this Scheme.
- (b) Hanlong and Sichuan Hanlong have executed the Deed Poll by which they have covenanted to perform their obligations under this Scheme, including to provide the Scheme Consideration.

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## 3 Conditions

### 3.1 Conditions precedent

The Scheme is conditional on all the conditions precedent in schedule 2 of the Scheme Implementation Agreement having been satisfied or waived (other than the conditions precedent 7 and 10) in accordance with the terms of the Scheme Implementation Agreement.

### 3.2 Conditions precedent and operation of clause 4

The satisfaction of each condition of clause 3.1 is a condition precedent to the operation of clause 4.

### **3.3 Certificate**

Sundance and Hanlong must provide to the Court on the Second Court Date a certificate confirming whether or not all conditions precedent to this Scheme (other than the condition precedent relating to Court approval) have been satisfied or waived as at 8.00am on the Second Court Date.

### **3.4 End Date**

The Scheme will lapse and be of no further force or effect if the Effective Date does not occur on or before the End Date.

---

## **4 The Scheme**

### **4.1 Lodgement of Court orders with ASIC**

Sundance must lodge with ASIC an office copy of the Court order approving the Scheme by 5.00pm on the first Business Day after the day on which the Court approves the Scheme.

### **4.2 Transfer and registration of Sundance Shares**

On the Implementation Date, subject to the provision of the Scheme Consideration in accordance with clauses 5.1 to 5.3:

- (a) the Shares (other than Shares held by Excluded Shareholders) together with all rights and entitlements attaching to the Shares as at the Implementation Date, will be transferred to Hanlong without the need for any further act by any Scheme Participant (other than acts performed by Sundance as attorney and agent for Scheme Participants under clause 7.1) by:
  - (i) Sundance delivering to Hanlong a duly completed and executed Scheme Transfer for registration; and
  - (ii) Hanlong duly executing the Scheme Transfer and delivering it to Sundance for registration; and
- (b) immediately after receipt of the duly executed Scheme Transfer, Sundance must enter the name of Hanlong in the Register in respect of all Shares transferred to Hanlong in accordance with the terms of this Scheme.

### **4.3 Title and rights in Sundance Shares**

On and from the Implementation Date, Hanlong will be beneficially entitled to the Shares transferred to it under the Scheme, pending registration by Sundance of Hanlong in the Register as the holder of the Shares.

### **4.4 Scheme Participants' agreements**

The Scheme Participants agree to the transfer of their Shares in accordance with the Scheme.

### **4.5 Status of Shares**

Each Scheme Participant warrants to Hanlong that:

- (a) all their Shares (including any rights and entitlements attaching to those shares) transferred to Hanlong under the Scheme will, as at the date of the transfer, be fully paid and free from all Encumbrances; and
- (b) they have full power and capacity to sell and to transfer their Shares (including any rights and entitlements attaching to those shares) to Hanlong under the Scheme.

#### **4.6 Appointment of Hanlong as sole proxy**

From the Effective Date until Sundance registers Hanlong as the holder of all of the Sundance Shares transferred under the Scheme in the Register, each Scheme Participant:

- (a) appoints Sundance as attorney and agent (and directs Sundance in that capacity) to appoint Hanlong and each of its directors from time to time (jointly and each of them individually) as its sole proxy and where applicable, corporate representative, to attend shareholders' meetings, exercise the votes attaching to Sundance Shares registered in its name and sign any shareholders resolution, and no Scheme Participant may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 4.6(a); and
- (b) must take all other actions in the capacity of the registered holder of Sundance Shares as Hanlong directs.

Sundance undertakes in favour of each Scheme Participant that it will appoint Hanlong and each of its directors from time to time (jointly and each of them individually) as that Scheme Participant's proxy or, where applicable, corporate representative in accordance with clause 4.6(a).

---

## **5 Scheme Consideration**

### **5.1 Consideration under the Scheme**

On the Implementation Date, Sundance must procure Hanlong to pay the Scheme Consideration to the Scheme Participants in accordance with clauses 5.2 and 5.3.

### **5.2 Satisfaction of obligations**

The obligation of Sundance to procure payment of the Scheme Consideration pursuant to clause 5.1 will be satisfied by Sundance procuring Hanlong no later than two Business Days before the Implementation Date to deposit in Immediately Available Funds the aggregate amount of the Scheme Consideration payable to all Scheme Participants in a trust account operated by Sundance to be held on trust for the purpose of paying the Scheme Consideration to the Scheme Participants in accordance with clause 5.3 (except that the amount of any interest on the amount deposited will be to Hanlong's account).

### **5.3 Payment of Scheme Consideration**

- (a) On the Implementation Date, subject to receipt of the Scheme Consideration from Hanlong in accordance with clause 5.2, Sundance must pay to each Scheme Participant an amount equal to the Scheme Consideration for each Share transferred to Hanlong on the Implementation Date by that Scheme Participant.

- (b) The amounts referred to in this clause 5.3 must be paid by direct credit or sending a cheque drawn on an Australian bank in Australian currency on the Implementation Date to each Scheme Participant by pre-paid ordinary post (or, if the address of the Scheme Participant in the Register is outside Australia, by pre-paid airmail post) to their address recorded in the Register at 5.00pm on the Record Date.

#### **5.4 Joint holders**

In the case of Shares held in joint names, any bank cheque required to be paid to Scheme Participants by Hanlong must be payable to the joint holders and be forwarded to the holder whose name appears first in the Register as at 5.00pm on the Record Date.

---

## **6 Dealings in Shares**

### **6.1 Determination of Scheme Participants**

To establish the identity of the Scheme Participants, dealings in Shares will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Register as the holder of the relevant Shares on or before 5.00pm on the Record Date; and
- (b) in all other cases, registrable transmission applications or transfers in registrable form in respect of those dealings are received on or before 5.00pm on the Record Date at the place where the Register is kept.

### **6.2 Register**

- (a) Sundance must register any registrable transmission applications or transfers of the Shares received in accordance with clause 6.1(b) on or before 5.00pm on the Record Date.
- (b) If the Scheme becomes Effective, a holder of Shares (and any person claiming through that holder) must not dispose of or purport or agree to dispose of any Shares or any interest in them after the Effective Date.
- (c) Sundance will not accept for registration or recognise for any purpose any transmission, application or transfer in respect of Shares received after 5.00pm on the Record Date (except a transfer to Hanlong pursuant to this Scheme and any subsequent transfer by Hanlong or another Excluded Securityholder).
- (d) For the purpose of determining entitlements to the Scheme Consideration, Sundance will maintain the Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been paid to the Scheme Participants. The Register in this form will solely determine entitlements to the Scheme Consideration.
- (e) Scheme Participants' statements of holding in respect of Shares will cease to have effect after 5.00pm on the Record Date as documents of title in respect of those shares. After 5.00pm on the Record Date, each entry relating to a Scheme Participant on the Register as at 5.00pm on the Record Date will cease to have effect except as evidence of entitlement to the Scheme Consideration.
- (f) Within three Business Days after the Record Date, Sundance will ensure that details of the names, Registered Addresses and holdings of Shares

for each Scheme Participant, as shown in the Register at 5.00pm on the Record Date, are available to Hanlong in a form as Hanlong reasonably requires.

### **6.3 Quotation of Sundance Shares**

- (a) Suspension of trading on ASX in Sundance Shares will occur from the close of trading on ASX on the Effective Date.
- (b) After the Scheme has been fully implemented, Sundance will apply:
  - (i) for termination of the official quotation of Sundance Shares on ASX; and
  - (ii) to have itself removed from the official list of ASX.

---

## **7 General Scheme provisions**

### **7.1 Power of attorney**

Upon the Scheme becoming Effective, each Scheme Participant, without the need for any further act by any Scheme Participant, irrevocably appoints Sundance and each of its directors and secretaries (jointly and each of them individually) as its attorney and agent for the purpose of executing any document necessary or expedient to give effect to this Scheme including the Scheme Transfer.

### **7.2 Variations, alterations and conditions**

Sundance may, with the consent of Hanlong, by its counsel or solicitor consent on behalf of all persons concerned to any variations, alterations or conditions to the Scheme which the Court thinks fit to impose.

### **7.3 Further action by Sundance**

Sundance will execute all documents and do all things necessary or expedient to implement, and perform its obligations under, this Scheme.

### **7.4 Authority and acknowledgement**

Each of the Scheme Participants:

- (a) consents to Sundance doing all things necessary or expedient for or incidental to the implementation of this Scheme; and
- (b) acknowledges that this Scheme binds Sundance and all Scheme Participants (including those who do not attend the Scheme Meeting or do not vote at that meeting or vote against the Scheme at that Meeting).

### **7.5 Stamp duty**

Hanlong will pay all stamp duty payable in connection with the Scheme.

### **7.6 Notices**

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Sundance, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually



received at Sundance's registered office or at the office of the registrar of Sundance Shares.

- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of the notice by any Shareholder shall not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.

## **7.7 Governing law**

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

D r a f t



# Amended and Restated Scheme Implementation Agreement

## Annexure C - Hanlong Deed Poll



Annexure C

Deed Poll

Dated

Given by Hanlong (Africa) Mining Investment Limited ("**Hanlong**")

In favour of each holder of ordinary shares in Sundance Resources Limited (ABN 19 055 719 394) ("**Sundance**") as at 5.00 pm on the Record Date ("**Scheme Participants**")

**King & Wood Mallesons**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
www.kwm.com  
Ref: DLF:DE:PS

# Deed Poll

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# Deed Poll

## Details

<b>Parties</b>	<b>Hanlong</b>	
<b>Hanlong</b>	<b>Name</b>	<b>Hanlong (Africa) Mining Investment Limited</b>
	<b>Address</b>	C/O Hanlong Mining Investment Pty Ltd 29/F, 9 Castlereagh Street, Sydney NSW 2000
	<b>Telephone</b>	+61 2 9235 2386
	<b>Fax</b>	+61 2 9235 2482
	<b>Attention</b>	Nelson Chen
<b>Recitals</b>	<b>A</b>	The directors of Sundance have resolved that Sundance should propose the Scheme.
	<b>B</b>	The effect of the Scheme will be that all Shares held by Scheme Participants will be transferred to Hanlong.
	<b>C</b>	Sundance and Hanlong have entered into the Scheme Implementation Agreement.
	<b>D</b>	In the Scheme Implementation Agreement, Hanlong agreed (amongst other things) to provide the Scheme Consideration to Sundance on behalf of the Scheme Participants, subject to the satisfaction of certain conditions.
	<b>E</b>	Hanlong is entering into this deed poll for the purpose of covenanting in favour of Scheme Participants to perform its obligations under the Scheme Implementation Agreement and the Scheme.
<b>Governing law</b>	Western Australia	
<b>Date of agreement</b>	See Signing page	



# Deed Poll

## General terms

---

### 1 Definitions and interpretation

#### 1.1 Definitions

In this deed poll (unless the context otherwise requires):

- (a) **Authorised Officer** means, in respect of a party, a director or secretary of the party or any other person appointed by a party to act as an Authorised Officer under this deed poll;
- (b) **Scheme** means the proposed scheme of arrangement between Sundance and Scheme Participants substantially in the form of Annexure A to this deed poll together with any amendment or modification made pursuant to section 411(6) of the Corporations Act;
- (c) **Scheme Implementation Agreement** means the Scheme Implementation Agreement between Hanlong and Sundance dated 23 May 2012.
- (d) **Sundance** means Sundance Resources Limited (ABN 19 055 719 394); and
- (e) words and phrases used in this deed poll have the same meaning as given to them in the Scheme.

#### 1.2 Interpretation

Clause 1.2 of the Scheme applies to the interpretation of this deed poll except that references to "this Scheme" in that clause are to be read as references to "this deed poll".

#### 1.3 Headings

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

#### 1.4 Nature of deed poll

Hanlong acknowledges that this deed poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not a party to it.

---

## **2 Conditions**

### **2.1 Conditions**

Hanlong's obligations under clause 4 are subject to the Scheme becoming Effective.

### **2.2 Termination**

Hanlong's obligations under this deed poll automatically terminate if:

- (a) the Scheme has not become Effective on or before the End Date; or
- (b) the Scheme Implementation Agreement is terminated.

### **2.3 Consequences of termination**

If this deed poll is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Participants:

- (a) Hanlong is released from its obligations to further perform this deed poll except those obligations contained in clause 8.1 and any other obligations which by their nature survive termination; and -
- (b) each Scheme Participant retains the rights, powers or remedies they have against Hanlong in respect of any breach of this deed poll which occurs before it is terminated.

---

## **3 Performance of obligations generally**

Hanlong agrees to comply with its obligations under the Scheme Implementation Agreement and do all things necessary or desirable on its part to give full effect to the Scheme Implementation Agreement.

---

## **4 Scheme Consideration**

### **4.1 Consideration under the Scheme**

Subject to clause 2, Hanlong undertakes in favour of each Scheme Participant to pay the Scheme Consideration to Sundance on behalf of each Scheme Participant in accordance with the Scheme.

### **4.2 Manner of payment**

Hanlong's obligation to provide the Scheme Consideration to Sundance on behalf of each Scheme Participant is satisfied by Hanlong, no later than two Business Days before the Implementation Date, depositing in Immediately Available Funds the aggregate amount of the Scheme Consideration payable to all Scheme Participants in a trust account operated by Sundance to be held on trust for the purpose of paying the Scheme Consideration to the Scheme

Participants in accordance with the Scheme (except that the amount of any interest on the amount deposited will be to Hanlong's account).

---

## **5 Warranties**

Hanlong represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and
- (d) this deed poll is valid and binding upon Hanlong and enforceable against Hanlong in accordance with its terms.

---

## **6 Continuing obligations**

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) Hanlong has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.2.

---

## **7 Notices**

### **7.1 Form**

All notices or other communication to Hanlong in respect of this deed poll must be:

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

### **7.2 Delivery**

Communications must be:

- (a) left at the address set out or referred to in the Details;

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

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

### **7.3 When effective**

Communications take effect from the time they are received or taken to be received under clause 7.4 (whichever happens first) unless a later time is specified.

### **7.4 When taken to be received**

Communications are taken to be received:

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

### **7.5 Receipt outside business hours**

Despite clauses 7.3 and 7.4, if communications are received or taken to be received under clause 7.4 after 5.00pm in the place of receipt or on a day which is not a business day in the place of receipt, they are taken to be received at 9.00am on the next day which is a business day and take effect from that time unless a later time is specified.

---

## **8 General**

### **8.1 Stamp duty**

Hanlong must:

- (a) pay all stamp duty (including fines and penalties) payable and assessed on this deed poll, any instruments entered into under this deed poll and in respect of a transaction effected by or made under the Scheme and this deed poll; and
- (b) indemnify on demand each Scheme Participant against any liability arising from failure to comply with clauses 8.1(a).

### **8.2 Waiver**

- (a) A waiver of any right arising from a breach of this deed poll or of any right, power, authority, discretion or remedy arising upon default under this deed poll must be in writing and signed by the party giving the waiver.

- (b) A failure or delay in exercise, or partial exercise, of:
  - (i) a right arising from a breach of this deed poll; or
  - (ii) a right, power, authority, discretion or remedy created or arising upon default under this deed poll,

does not result in a waiver of that right, power, authority, discretion or remedy.

- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this deed poll or on a default under this deed poll as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right, power, authority, discretion or remedy by that other party.

### **8.3 Variation**

A provision of this deed poll or any right created under it may not be varied, altered or otherwise amended unless the variation is agreed to by Sundance and Hanlong in writing and the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme, in which event Hanlong must enter into a further deed poll in favour of the Scheme Participants giving effect to the variation, alteration or amendment.

### **8.4 Remedies cumulative**

The rights and remedies of Hanlong and the Scheme Participants under this deed poll are in addition to other rights and remedies given by law independently of this deed poll.

### **8.5 Assignment**

The rights and obligations of Hanlong and each Scheme Participant under this deed poll are personal and must not be assigned or otherwise dealt with at law or in equity unless, in the case of Hanlong and prior to the Second Court Date:

- (a) Hanlong undertakes an assignment in favour of a Related Body Corporate; and
- (b) the assignee enters into arrangements to assume the obligations of Hanlong.

### **8.6 Governing law and jurisdiction**

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

**8.7 Further action**

Hanlong must execute all documents and do all things necessary or expedient to give effect to this deed poll.

**EXECUTED** as a deed poll

Draft

# Deed Poll

## Signing page

DATED: \_\_\_\_\_

**EXECUTED AS A DEED** by affixing the  
common seal of **HANLONG (AFRICA)**  
**MINING INVESTMENT LIMITED** in the  
presence of:

.....  
Signature of director

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

.....  
Signature of director/company  
secretary\*

\*delete whichever is not applicable

.....  
Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

# Deed Poll

## Annexure A - Scheme

Draft



# **Amended and Restated Scheme Implementation Agreement**

Annexure D - Sichuan Hanlong Deed Poll



## Annexure D

# Deed Poll

Dated

Given by Sichuan Hanlong Group Co., Limited ("**Sichuan Hanlong**")

In favour of each holder of ordinary shares in Sundance Resources Limited (ABN 19 055 719 394) ("**Sundance**") as at 5.00 pm on the Record Date ("**Scheme Participants**")

**King & Wood Mallesons**

Level 61  
Governor Phillip Tower  
1 Farrer Place  
Sydney NSW 2000  
Australia  
T +61 2 9296 2000  
F +61 2 9296 3999  
DX 113 Sydney  
www.kwm.com  
Ref: DLF;DE;PS;CSS;AJI

# Deed Poll

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Draft

# Deed Poll

## Details

<b>Parties</b>	<b>Hanlong</b>	
<b>Sichuan Hanlong</b>	Name	<b>Sichuan Hanlong Group Co., Limited</b>
	Address	C/O Hanlong Mining Investment Pty Ltd 26/F, Hongda Building Jingli east Road Chengdu City Sichuan Province, P.R. China
	Telephone	+86 28 86133718
	Fax	+86 28 86128787
	Attention	Mr Kang Huanjun
<b>Recitals</b>	<b>A</b>	On <b>[insert date]</b> Hanlong entered into the Hanlong Deed Poll.
	<b>B</b>	Sichuan Hanlong is entering into this deed poll for the purpose of covenanting in favour of Scheme Participants to procure that Hanlong performs its obligations under the Scheme Implementation Agreement, the Hanlong Deed Poll and the Scheme.
<b>Governing law</b>	Western Australia	
<b>Date of agreement</b>	See Signing page	

# Deed Poll

## General terms

---

### 1 Definitions and interpretation

#### 1.1 Definitions

In this deed poll (unless the context otherwise requires):

- (a) **Authorised Officer** means, in respect of a party, a director or secretary of the party or any other person appointed by a party to act as an Authorised Officer under this deed poll;
- (b) **Hanlong Deed Poll** means the deed poll entered into by Hanlong in favour of Scheme Participants on **[insert date]**;
- (c) **Scheme** means the proposed scheme of arrangement between Sundance and Scheme Participants substantially in the form of Annexure A to the Hanlong Deed Poll together with any amendment or modification made pursuant to section 411(6) of the Corporations Act;
- (d) **Scheme Implementation Agreement** means the Scheme Implementation Agreement between Hanlong and Sundance dated 23 May 2012.
- (e) **Sundance** means Sundance Resources Limited (ABN 19 055 719 394); and
- (f) words and phrases used in this deed poll have the same meaning as given to them in the Scheme.

#### 1.2 Interpretation

Clauses 1.2 of the Scheme applies to the interpretation of this deed poll except that references to "this Scheme" in that clause are to be read as references to "this deed poll".

#### 1.3 Headings

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

#### 1.4 Nature of deed poll

Sichuan Hanlong acknowledges that this deed poll may be relied on and enforced by any Scheme Participant in accordance with its terms even though the Scheme Participants are not a party to it.

---

## **2 Conditions**

### **2.1 Conditions**

Sichuan Hanlong's obligations under clause 3 are subject to the Scheme becoming Effective.

### **2.2 Termination**

Sichuan Hanlong's obligations under this deed poll automatically terminate if:

- (a) the Scheme has not become Effective on or before the End Date; or
- (b) the Scheme Implementation Agreement is terminated.

### **2.3 Consequences of termination**

If this deed poll is terminated under clause 2.2, then, in addition and without prejudice to any other rights, powers or remedies available to Scheme Participants:

- (a) Sichuan Hanlong is released from its obligations to further perform this deed poll except those obligations contained in clause 7.1 and any other obligations which by their nature survive termination; and
- (b) each Scheme Participant retains the rights, powers or remedies they have against Sichuan Hanlong in respect of any breach of this deed poll which occurs before it is terminated.

---

## **3 Undertaking in favour of Scheme Participants**

Subject to clause 2, Sichuan Hanlong undertakes in favour of each Scheme Participant to procure that Hanlong performs its obligations under the Scheme Implementation Agreement, the Hanlong Deed Poll and the Scheme.

---

## **4 Warranties**

Sichuan Hanlong represents and warrants that:

- (a) it is a corporation validly existing under the laws of its place of registration;
- (b) it has the corporate power to enter into and perform its obligations under this deed poll and to carry out the transactions contemplated by this deed poll;
- (c) it has taken all necessary corporate action to authorise its entry into this deed poll and has taken or will take all necessary corporate action to authorise the performance of this deed poll and to carry out the transactions contemplated by this deed poll; and
- (d) this deed poll is valid and binding upon Sichuan Hanlong and enforceable against Sichuan Hanlong in accordance with its terms.



---

## **5 Continuing obligations**

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) Hanlong has fully performed its obligations under the Hanlong Deed Poll, the Scheme Implementation Agreement and the Scheme; or
- (b) the earlier termination of this deed poll under clause 2.2.

---

## **6 Notices**

### **6.1 Form**

All notices or other communication to Sichuan Hanlong in respect of this deed poll must be:

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

### **6.2 Delivery**

Communications must be:

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

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

### **6.3 When effective**

Communications take effect from the time they are received or taken to be received under clause 6.4 (whichever happens first) unless a later time is specified.

### **6.4 When taken to be received**

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or

- (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent.

## **6.5 Receipt outside business hours**

Despite clauses 6.3 and 6.4, if communications are received or taken to be received under clause 6.4 after 5.00pm in the place of receipt or on a day which is not a business day in the place of receipt, they are taken to be received at 9.00am on the next day which is a business day and take effect from that time unless a later time is specified.

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# **7 General**

## **7.1 Stamp duty**

Sichuan Hanlong must:

- (a) pay all stamp duty (including fines and penalties) payable and assessed on this deed poll;
- (b) indemnify on demand each Scheme Participant against any liability arising from failure to comply with clauses 7.1(a).

## **7.2 Waiver**

- (a) A waiver of any right arising from a breach of this deed poll or of any right, power, authority, discretion or remedy arising upon default under this deed poll must be in writing and signed by the party giving the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (i) a right arising from a breach of this deed poll; or
  - (ii) a right, power, authority, discretion or remedy created or arising upon default under this deed poll,

does not result in a waiver of that right, power, authority, discretion or remedy.

- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this deed poll or on a default under this deed poll as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to exercise of a right, power, authority, discretion or remedy by that other party.

### **7.3 Variation**

A provision of this deed poll or any right created under it may not be varied, altered or otherwise amended unless the variation is agreed to by Sundance and Sichuan Hanlong in writing and the Court indicates that the variation, alteration or amendment would not itself preclude approval of the Scheme, in which event Sichuan Hanlong must enter into a further deed poll in favour of the Scheme Participants giving effect to the variation, alteration or amendment.

### **7.4 Remedies cumulative**

The rights and remedies of Sichuan Hanlong and the Scheme Participants under this deed poll are in addition to other rights and remedies given by law independently of this deed poll.

### **7.5 Assignment**

The rights and obligations of Sichuan Hanlong and each Scheme Participant under this deed poll are personal and must not be assigned or otherwise dealt with at law or in equity.

### **7.6 Governing law and jurisdiction**

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

### **7.7 Further action**

Sichuan Hanlong must execute all documents and do all things necessary or expedient to give effect to this deed poll.

**EXECUTED** as a deed poll

# Deed Poll

## Signing page

DATED: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** )  
by [                    ] as attorney for )  
**SICHUAN HANLONG GROUP CO.,** )  
**LIMITED** under power of attorney )  
dated [                ] in the presence of: )

..... )  
Signature of witness )

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

..... )  
By executing this deed the attorney )  
states that the attorney has received no )  
notice of revocation of the power of )  
attorney )