

Administration
11/35 Old Northern Rd
Baulkham Hills NSW 2153
Telephone 02 9639 9599
Facsimile 02 9639 9566
admin@ausminerals.com.au

Ausminerals Limited

ABN 51 099 336 866

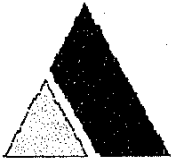
Fax/Email

To	Ian Craig	From	Trevor Stone
Company	National Stock Exchange of Australia	Date	Friday 25/07/08
Fax	03 9664 0011	Pages	18 inclusive
Email		Re	Ausminerals NSX Application

Ian

Please find following Ausminerals Letter 1 page and Sponsorship Agreement 17 pages.

Trevor

**AUSMINERALS LIMITED**

11/35 Old Northern Road
Baulkham Hills NSW 2153
Telephone 02 9639 9599
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July 25th, 2008

By facsimile: 03 9664 0011

National Stock Exchange of Australia
Level 1,
410 Collins Street,
Melbourne VIC 3000

Attention: Ian Craig - Companies Manager

Dear Ian,

RE: Application to List on the NSX –Ausminerals Limited

Further to our last communication please find enclosed:

1. copy of our agreement with Prichard & Partners Pty Limited to act as Nominated Advisor.
2. our signed Sponsorship Agreement with Cameron Stock Brokers Limited.

These documents have been sent to Mr Steven Prichard of Prichard & Partners Pty Limited this morning by facsimile.

Signed for and on behalf of Ausminerals Limited:

Erwin Brian Bouverie
Director

Sponsorship Agreement

between

Cameron Stockbrokers Limited

ACN 090 472 012

and

The party listed in Item 1 of the Reference Schedule

BAKER & MCKENZIE
Solicitors

Level 26, AMP Centre
50 Bridge Street
SYDNEY NSW 2000
Tel: (02) 9225-0200
Fax: (02) 9223-7711

Level 39, Rialto
525 Collins Street
MELBOURNE VIC 3000
Tel: (03) 9617-4200
Fax: (03) 9614-2103

Ref: #328955 v1\APC



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Sponsorship Agreement

This Agreement is dated the 24th day of July, 2008.

Between

Cameron Stockbrokers Limited ACN 090 472 012 of Level 1, 10 Murray Street, Hamilton, New South Wales (the "Sponsor")

and

The party listed in Item 1 of the Reference Schedule (the "Issuer").

Recitals

- A. Under the Rules of the Exchange, a new applicant for Listing must be sponsored by a Participating Organisation of the Exchange which is on the approved list of sponsors maintained by the Exchange.
- B. The Sponsor is a Participating Organisation of the Exchange which is on the approved list of sponsors maintained by the Exchange.
- C. The Issuer wishes to apply for the Listing of its Securities on the Exchange and for that purpose wishes to appoint the Sponsor as its sponsoring broker in accordance with the Rules and on the terms and conditions set out in this Agreement.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise, the following words have the following meanings:

"**Issuer**" means the party listed in Item 1 of the Reference Schedule;

"**Exchange**" means the National Stock Exchange of Australia Limited ABN 11 000 902 063;

"**Rules**" means the Listing Rules of the Exchange;

"**Securities**" means the securities of the Issuer listed in Item 2 of the Reference Schedule;

"**Sponsor**" means Cameron Stockbrokers Limited ACN 090 472 012;

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"Sponsor Declaration" means a Sponsor Declaration as set out in Appendix 2, Part C of Section IIA of the Rules; and

"Sponsorship Period" means the period commencing on the date of this Agreement and ending on the earlier of:

- (a) the date on which the Issuer is admitted to the Official List of the Exchange;
- (b) the date listed in Item 3 of the Reference Schedule (if any); and
- (c) such other date mutually agreed between the parties.

1.2 Interpretation

- (a) In this agreement unless the contrary intention appears:
 - (i) a reference to a clause, schedule, annexure or appendix is a reference to a clause of or schedule, annexure or appendix to this agreement and references to this agreement include any recital, schedule, annexure or appendix;
 - (ii) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
 - (iii) the singular includes the plural and vice versa;
 - (iv) the word person includes a firm, a body corporate, an unincorporated association or an authority;
 - (v) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns; and
 - (vi) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it.
- (b) Words used, but not defined, in this Agreement which are defined in the Rules, have the meaning given to those words in the Rules.
- (c) Headings are inserted for convenience and do not affect the interpretation of this agreement.

2. Appointment as sponsor

2.1 Sponsors Representation

The Sponsor represents that:

- (a) it is a Participating Organisation of the Exchange; and



- (b) it is on the approved list of sponsors maintained by the Exchange.

2.2 Appointment of Sponsor as the Issuer's sponsor

- (a) The Issuer agrees to appoint the Sponsor as its sponsoring broker for the purposes of the Issuer Listing the Securities on the Exchange on the terms and conditions set out in this Agreement.
- (b) The Sponsor accepts its appointment as the Issuer's sponsoring broker.

2.3 Grant of authority

The Issuer agrees and acknowledges that the appointment of the Sponsor as the Issuer's sponsoring broker under this Agreement, confers on the Sponsor all powers, authorities and discretions on behalf of the Issuer which are necessary for, or reasonably incidental to, the Sponsor's obligations under this Agreement and the Rules. The Issuer agrees to ratify and confirm everything which the Sponsor lawfully does in the exercise of such powers, authorities and discretions.

At all times, however, the Sponsor acts as independent contractor, not as agent, for the Issuer.

3. The Sponsors Obligations

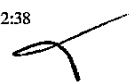
3.1 Sponsor Obligations

The Sponsor agrees that it will:

- (a) during the Sponsorship Period:
- (i) provide the Issuer with fair and impartial guidance and advice as to the application of the Rules.
 - (ii) ensure that all necessary documents supporting an application for Listing by the Issuer are lodged with the Exchange;
 - (iii) be responsible for communicating with the Exchange during the Listing application process; and
- (b) submit a Sponsor Declaration to the Exchange before trading in the Issuer's Securities commence on the Exchange; and
- (c) provide the other services as set out in Item 4 of the Reference Schedule (if any).

3.2 Acknowledge by Issuer as to Obligations

The Issuer acknowledges and agrees that:



- (a) the Sponsor's obligations under this Agreement are to advise the Issuer as it sees fit, in what the Sponsor perceives to be the Issuer's best interests, in the light of circumstances prevailing at the time at which the advice is given; and
- (b) the Sponsor is not responsible for the verification of any information provided to it by the Issuer and accepts no responsibility for its accuracy.

4. The Issuer's Obligations

4.1 Issuer's Obligations

The Issuer agrees that:

- (a) it has or will, at its own expense, through the Sponsor, make an application to the Exchange for Listing of the Securities;
- (b) the Issuer, and its directors will use all reasonable endeavours to obtain approval for the Listing of the Securities and procure that the Listing of the Securities takes place on or before the date set out in Item 3 of the Reference Schedule;
- (c) the Issuer will supply all information and documents, give all undertakings, execute all documents, pay all fees and generally do everything that may be necessary or required by the Exchange and or the Sponsor for the purposes of or in connection with the application for Listing of the Securities; and
- (d) the Issuer and its directors will do everything else reasonably required of them including, but not limited to, roadshows and broker presentations, by the Sponsor in order to obtain the Listing of the Securities and to allow the Sponsor to fulfil its obligations to the Issuer.

4.2 Issuer's representations and warranties

The Issuer represents and warrants (with such representations and warranties continuing throughout the Sponsorship Period) that all information or statements of opinion or intention provided by the Issuer are true, accurate and complete in all material respects, will not be or are not misleading and will not or do not contain any material omissions. The Issuer will notify the Sponsor immediately it becomes aware that any information or statements of opinion or intention provided by it are misleading or are not true or accurate.



5. No Obligation to do certain things

The Issuer acknowledges and agrees that nothing in this Agreement obliges the Sponsor to sell, acquire, underwrite or sub-underwrite any investments or to lend monies, unless and until it is expressly agreed between the parties otherwise in writing.

6. No representations as to Listing

The Issuer acknowledges and agrees that the Sponsor does not give any representations or warranties:

- (a) that it is or will be possible or advisable to proceed with the Listing of the Securities; or
- (b) as to the success or otherwise of the Listing of the Securities.

7. Fees, Commissions, Expenses and Taxes

7.1 Fees and Commissions

- (a) The Issuer agrees to pay the Sponsor the fees and commission as set out in Item 5 of the Reference Schedule (the "Fees").
- (b) The Issuer agrees to pay the Fees in the manner set out in Item 6 of the References Schedule.

7.2 Failure of Listing

If the Listing of the Securities does not proceed for any reason, then the Issuer will pay the fees set out in Item 7 of the Reference Schedule.

7.3 Expenses

Whether or not the Listing of the Securities proceeds, the Issuer agrees to pay all other costs relating to the Listing of the Securities on the Exchange, including without limitation, Exchange vetting and listing fees, printing costs, postage costs, registrars and receiving bankers fees and the Issuer's legal, accountancy and registration expenses and the Sponsors legal costs.

7.4 Taxation

The Issuer must pay or reimburse to any other party to this agreement, on demand, any tax (other than income tax) payable on this Agreement, any matter or thing done under this Agreement or any payment, receipt of other transaction contemplated by this Agreement, including, without limitation, any goods and services tax, customs duty, sales tax, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost (together with any fine,



penalty or interest payable because of a default of the Issuer). The Issuer must pay any amount it is required to pay under this clause in full despite any right of set-off that it has. The Issuer must pay to the other party an amount that leaves in the hands of the other party following payment of any relevant tax or other amount the same amount whether the tax or other amount is payable or not. This clause will not apply to the extent that a fee or other amount quoted to the Issuer is expressed to include an amount of tax (calculated at the rate applying at the time of quotation).

8. Indemnity and Exclusion of Liability

8.1 Indemnity

The Issuer agrees to indemnify and keep indemnified, the Sponsor, its directors, officers, employees and agents, against all and any losses, charges, expenses, claims, actions, liabilities, demands and proceedings whatsoever brought or established against the Sponsor, its directors, officers, employees and agents which arise, directly or indirectly, out of or in connection with:

- (a) any breach, whether by act or omission, of the Issuer under this Agreement; or
- (b) anything lawfully done by the Sponsor in accordance with, pursuant to or incidental to this Agreement; or
- (c) the Sponsor acting as the Issuer's sponsoring broker; or
- (d) the Listing of the Securities,

except where such loss or damages arise from the fraud, negligence or wilful default of the Sponsor or its directors, officers, employees or agents.

8.2 Nature of the Indemnity

The indemnities in this Agreement are:

- (a) continuing, separate and independent obligations of the parties from their other obligations and survive the termination of this Agreement; and
- (b) absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

8.3 Exclusion of Liability

The Issuer agrees that the Sponsor shall not in any way be liable for losses, damages, costs or expenses of any kind suffered or incurred by the Issuer as a result of or arising out of or in connection with, directly or indirectly:

- (a) any misinterpretation of any information provided by the Sponsor relating to the Listing of the Securities pursuant to this Agreement;

- (b) misinterpretation of any information, directions or instructions which the Issuer may have given or claim to have given to the Sponsor in relation to the Listing of the Securities;
 - (c) any breach of the Corporations Law or the Rules by the Issuer, or any person purporting to act on behalf of the Issuer; and
 - (d) this Agreement,
- except where:
- (e) to exclude such loss or damage is not permitted by the law; or
 - (f) *such loss or damage arises from the fraud, negligence or wilful default of the Sponsor or its directors, officers, employees and agents.*

9. Termination

9.1 Termination by Agreement

Either party may terminate this agreement by giving the other party at least 10 Business Days' prior written notice of its intention to do so (or such shorter period as may be agreed by both parties).

9.2 Automatic Termination

This agreement will terminate at the end of the Sponsorship Period.

9.3 Breach of the Agreement

If either party breaches a term of this Agreement, then the party who commits the breach (the "**Breaching Party**") must remedy the Breach within 5 Business Days of becoming aware of the breach. If the Breaching Party fails to remedy the breach within 5 Business Days, the other party may immediately terminate this Agreement.

9.4 Effect of Termination

In the event of termination under clauses 9.1 and 9.3, the amount specified in Item 8 of the Reference Schedule becomes immediately due and payable and the Company must immediately reimburse the Sponsor for all costs and expenses incurred by the Sponsor in accordance with this Agreement.

9.5 Termination does not effect obligations

Termination of this Agreement under this clause will terminate each party's further obligations to perform this agreement; however, nothing in this clause will affect the rights and duties of each party which have accrued as at the date of termination, or the capacity of each party to pursue its legal remedies in respect of those rights and duties.

10. General provisions

10.1 Waiver and exercise of rights

- (a) A waiver by a party of a provision of or of a right under this Agreement is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorised officer of the party granting the waiver
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

10.2 Amendment

This Agreement may be amended only by a document signed by all parties.

10.3 Counterparts

This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

10.4 Governing law

This Agreement is governed by the laws of New South Wales.

10.5 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.



Reference Schedule

ITEM 1 Party to the Agreement	Ausminerals Limited ACN 099 336 866, 11/35 Old Northern Road, BAULKHAM HILLS NSW 2153 (the " Issuer ")
ITEM 2 Securities	44 561 492 fully paid ordinary Shares in the capital of the Issuer.
ITEM 3 End of Sponsorship Period	30 th September 2008
ITEM 4 Other services that will provided by the Sponsor	NIL
ITEM 5 Fees and Commissions	NIL.
ITEM 6 Method of Payment	Payment is due upon the signing of this Agreement by the Issuer.
ITEM 7 Fees if Listing fails	Amount specified in Item 5.
ITEM 8 Termination	% of fees payable upon termination: Not Applicable



Executed as an agreement

Signed for and on behalf of)
the Sponsor)
by its duly authorised representative)
in the presence of:)




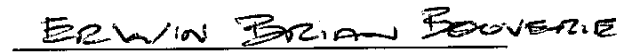
Signature of witness

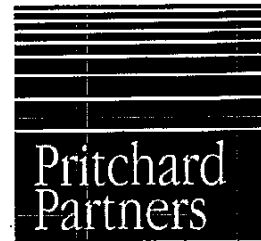
Signature of authorised representative

Name of witness (please print)

Name of authorised representative
(please print)

Signed for and on behalf of)
the party listed in Item 1 of the)
Reference Schedule)
by its duly authorised representative)
in the presence of:)


Signature of witness
Signature of authorised representative
Name of witness (please print)
Name of authorised representative
(please print)



24 July 2008

Mr Trevor Stone
Company Secretary
Ausminerals Limited
11/35 Old North Road
BAULKHAM HILLS. NSW 2000

Dear Mr Stone,

This letter is to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide as your Nominated Adviser.

1. Purpose

The Listing Rules of the National Stock Exchange of Australia Limited, Section I Chapter 2 Rule 2.4 ("Rules") requires a listed issuer to appoint a Nominated Adviser.

Pritchard & Partners Pty Limited is on the approved list of Nominated Advisers maintained by the Exchange.

2. Appointment of Pritchard & Partners Pty Limited

In order to comply with the Rules Ausminerals Limited desires to appoint Pritchard & Partners Pty Limited as its Nominated Adviser with such appointment to take effect upon written acceptance of the terms of this letter.

3. Scope

The role of Nominated Adviser involves and is limited to Pritchard & Partners Pty Limited advising Ausminerals Limited and its directors as to the nature of their responsibilities and obligations under the Rules of the National Stock Exchange of Australia Limited to assist compliance by Ausminerals Limited with those Rules.

4. Relative Responsibilities

Ausminerals Limited acknowledges that it is responsible for both the completeness and accuracy of the information supplied to us, upon which we have based our advice.

5. Fees

5.1 Professional Fees

Our fees professional fees for acting as your Nominated Adviser will be charged at the rate of \$1,100.00 per month (inclusive of Goods and Services Tax). We will waive this fee until the 30 September 2008.

Pritchard & Partners Pty Limited

ABN 84 073 393 049

Australian Financial Services Licence No 246712 • Participant, Stock Exchange of Newcastle Limited
10 Murray Street, Hamilton NSW 2303 • Telephone (02) 4920 2877 • Toll Free 1800 134 234 • Fax (02) 4920 2878
Email broking@reespritchard.com.au • Web www.pritchards.com.au

5.2 Out of Pocket Expenses

We will charge you or pass on to you for payment all out-of-pocket expenses incurred as part of the assignment. These will be invoiced on a monthly basis. We will seek your approval prior to incurring any single expense greater than \$1,000. Out-of-pocket expenses include expenses incurred by ourselves in travel, accommodation, and filing fees etc. In addition, Pritchard & Partners Pty Limited may need to appoint its own legal advisers. Their appointment and terms of appointment will be subject to your approval.

5.3 Billing

We will invoice you at the end of each month during the term of our appointment.

All invoices are payable within 14 days of their receipt and any amount which remains outstanding after 30 days may be subject to an interest charge (presently 15% per annum) at our option.

6. Termination

Either yourself or Pritchard & Partners Pty Limited may terminate Pritchard & Partners Pty Limited's appointment at any time, such termination to take effect upon 30 days notice to the other party of written notice to that effect. The parties agree that the provisions of this letter relating to the reimbursement of legal, out of pocket and other expenses and indemnification will remain operative regardless of any termination under this paragraph.

7. Other

7.1 Governing Law

This engagement letter and the contract arising from it and all aspects of our engagement by you and the performance of work for you are governed by the law of New South Wales and you agree to be bound by the laws of New South Wales.

7.2 Jurisdiction

Both you and we irrevocably submit to the exclusive jurisdiction of the Courts of New South Wales, notwithstanding that your activities or any part of the work we do or your acceptance of these terms of engagement may be or take place outside the State of New South Wales.

7.3 Indemnity

Ausminerals Limited indemnifies Pritchard & Partners Pty Limited, its officers, employees, agents and advisers ("Indemnified Party"), and must keep each Indemnified Party indemnified against all liability and loss arising from, and all costs, charges and expenses incurred as a result of, or in connection with Pritchard & Partners Pty Limited's role as Nominated Adviser to Ausminerals Limited, except to the extent that such liability and loss was the result of Pritchard & Partners Pty Limited's gross negligence or wilful misconduct.

The reference to costs and expenses includes, but is not limited to, a reference to legal costs and expenses on a solicitor and own client basis.

Pritchard & Partners Pty Limited disclaims all responsibility, whether to Ausminerals Limited or to third parties, for all claims arising out of the Prospectus or any advice given by Pritchard & Partners



Pty Limited based upon information provided to Pritchard & Partners Pty Limited by Ausminerals Limited or third parties which is materially misleading, inaccurate or incomplete. Neither Pritchard & Partners Pty Limited nor any indemnified person shall have any liability to Ausminerals Limited or to third parties in connection with this agreement except for liability that is finally judicially determined to have resulted primarily from our gross negligent or wilful misconduct.

7.4 Limitation of Liability

You agree, to the extent permitted by law, that the liability to you by Pritchard & Partners Pty Limited, its directors, associates and employees or contractors, in any way arising from or connected with this engagement including, without limitation, liability for negligence, will be limited to a maximum of \$500,000, where the fee for the engagement is up to \$50,000, or ten times the fee (subject to a \$5 million ceiling), for fees in excess of \$50,000 and you release and indemnify Pritchard & Partners Pty Limited, its directors, associates and employees or contractors from all claims arising from or connected with the performance or purported performance of any services arising from or connected with this engagement letter to the extent any such claim or claims made exceed that limit.

We have discussed with you the limitation of our liability created by this clause. You acknowledge that we have advised you that you may wish to obtain legal advice on all questions arising from the terms of our engagement letter and, in particular, the limitation of liability provisions, because they may impact on your legal rights.

7.5 Confidentiality

The terms of this agreement are confidential between Pritchard & Partners Pty Limited and Ausminerals Limited. Neither Pritchard & Partners Pty Limited nor Ausminerals Limited and its legal and financial advisers will disclose the terms of this agreement to any third party other than their legal and financial advisers without the prior consent of the other except as required by law.

Ausminerals Limited hereby acknowledges and consents that Pritchard & Partners Pty Limited may share information or matters relating to Ausminerals Limited with affiliates of Pritchard & Partners Pty Limited and such affiliates may likewise share information disclosed to them by the other for the purpose of acting as a Nominated Adviser only.

7.6 Severability

We agree that each of the terms and undertakings given in this letter of engagement are independent from one another and severable.

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8. Confirmation of Terms

Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements.

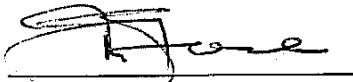
Yours faithfully,

PRITCHARD & PARTNERS PTY LIMITED



STEVEN PRITCHARD
DIRECTOR

We have read and agree to be bound by the above terms and conditions.



Trevor Stone
Company Secretary