



Registered Office: Level 4, 100 Albert St  
South Melbourne, Victoria 3205  
Email: [info@mountrommel.com](mailto:info@mountrommel.com)  
Web : [www.mountrommel.com](http://www.mountrommel.com)

## NOTICE OF GENERAL MEETING TOGETHER WITH AN EXPLANATION OF PURPOSE

*This Notice applies to any person, syndicate or company, whether or not any of them are members of the Company.*

*Notice is hereby given that a General Meeting of Members, Mount Rommel Mining Ltd., ("Mount Rommel", or "the Company") will be held in the conference room provided at the Best Western Motel, known as Mahoney's Motor Inn & Conference Centre, at 47A Mahoneys Road, Reservoir, Victoria, 3073 – see Google for location map.*

*This Notice is given 2<sup>nd</sup> January, 2016, considered effective as from 5<sup>th</sup> January, 2016, and applies to a Meeting to be held on **4<sup>th</sup> February, 2016**, at the above location, **commencing at 11.00 a.m.** The Meeting will proceed where a quorum is present at the appointed time. A quorum for this Meeting requires the presence of three (3) Members.*

### GENERAL NATURE OF THE BUSINESS

Directors believe that the information provided to the public through the NSX gives adequate and sufficient information to all persons with respect to operations of the Company. <https://www.nsx.com.au/ftp/news/021731413.PDF>

In the year 2015, Directors noted that quite consistently a small proportion of Members – regardless of the size of their personal shareholdings in the Company – expressed tangible encouragement to Directors to continue the development of the Company. Directors also noted the apparent disinclination of the majority of Members to continue funding developments, or to ensure Directors have those funds needed to satisfy statutory obligations applicable to each registered public company. The outcome is the current situation – one of significant advances in development during 2015, together with bills overdue for payment at year end.

At a Directors' meeting on 31<sup>st</sup> December, 2015, Directors resolved to call this General Meeting for the express purpose of placing the following Resolution before Members. Directors believe this Resolution will satisfy the two cohorts of Members described above, and –

1. allow any interested person, syndicate or Company to act promptly, to position themselves to gather unique information about the benefits of a new operating process;
2. achieve reduced costs so far as the Company is concerned;
3. offers the likelihood of improving the efficiency of a processing facility (not owned by the Company) and its value to the wider community, and
4. leads to greater commercial certainty in respect of a novel process the Company seeks to further utilise.

Directors perceive no diminished investment value for Members when this intended Resolution is passed.

In accordance with the powers given to Directors under the Constitution to manage the Company, Directors intend to sell by Forward Contract, 10,000 tonnes of sands shown to carry gold, the precious metal content value deemed as being \$120 per tonne, for a cash price of \$12 per tonne as is where is, the purchaser to negotiate a cost of processing with the owner of the facility.

The arrangement amounts to a First Forward Sale proposal, recognised as both practical and possible through the example of processing at site 500 tonnes of like material, in the last quarter, 2015.

A Forward Contract is defined as a **private agreement**, giving the buyer an obligation to purchase, and the **seller an obligation to sell, an asset** (in this case, sands demonstrated to be gold-bearing) at a specified future time (not before 4<sup>th</sup> February, 2016, but perhaps subject to pre-emptive action by the intending purchaser as disclosed below) at a price set today – that is, at the date of this Notice.

## SPECIAL RESOLUTION

To consider, and if thought fit, to pass the following resolution as a Special Resolution –

*"That for the purpose of a private agreement, Directors be authorised to sell to any willing purchaser, 10,000 tonnes of gold-bearing sands owned outright by the Company, under MIN 5492, Glenfine, the agreement to include appropriate Terms and Conditions."*

## PROPOSED FORWARD SALE PAYMENTS

Directors intend to enter a Forward Contract to sell 10,000 tonnes of sands carrying an indeterminate amount of gold, for a total cash price of \$120,000, payable in either two (2) or three (3) advance payments.

- In the case of those persons who wish to await the approval of Members prior to making any decision, the Forward Contract terms mean \$60,000 payable in cash within seven (7) days of Members approving the above Resolution, and a further \$60,000 in cash within 120 days of the first payment date.
- In the case of those persons seeking to pre-empt the sale to others, \$20,000 cash lodged with the Directors, and accepted by Directors before the meeting, together with two (2) subsequent payments of \$50,000, always paid in advance of processing.
- In the event of competition for this pre-emptive position, Directors will ask intending purchasers to lodge funds at a nominated bank, and the sequence of deposits will be the order of consideration.
- Where deposits made do not result in the one possible contract, money lodged will be returned in seven (7) days.

## CONDITIONS APPLYING TO ANY SALE OF SANDS

1. It will be a condition of sale that the purchaser is entitled to all gold recovered from the 10,000 tonnes, that quantity being established by aggregate of day-to-day processed tonnes as recorded at site.
2. The purchaser will have no obligation to pay any compensation to the Company in relation to access or waste stream disposal.
3. All operations on site are to continue as per the Work Plan approved for MIN 5492, meaning that the sands must be treated within the confines of the site.
4. The purchaser and the owner of the processing plant are expected to reach agreement as to reasonable charges for tonnes treated.
5. The purchaser will carry Public Liability Insurance for the time these 10,000 sands are processed, or treat with Company to share those advanced costs.
6. The Directors will require the owner of the existing processing facility to process these Forward Contract tonnes in advance of any other processing at site.
7. The holder of the Forward Contract is to specify whether settlement takes place on delivery to him/her (or representative) of the gold-loaded Activated Carbon from each 500 tonne processed, or as dore gold, delivered off-site, and to agree beforehand as to assay requirements, and to specify the agreed assay office to undertake specified work.

**This is intended to be a true Forward Contract. The Directors make no guarantees as to gold content. The risk of either more or less gold is entirely that of the purchaser.**

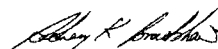
**This specialised processing facility will allow settlement at pre-set times during the contract – those times are to be negotiated with the owner of the facility, not to be unreasonably withheld.**

**The buyer will need to demonstrate sufficient financial capacity to pay operating costs between settlement periods.**

There may be other Terms and Conditions of Sale arising during discussions with intending purchasers. The private nature of the intending Forward Contract leaves open those final details. The objective here in this Notice is to convey to Members of the Company the basis for the intended Special Resolution.



F. L. HUNT  
Chairman



R. K. BRADSAW  
Director