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JOINT ANNOUNCEMENT, 26/27 OCTOBER 2005

GREENWICH RESOURCES plc

DANAE RESOURCES NL

ACN 009 173 880

BUKA MINERALS LIMITED

ACN 000 741 373

CREATING A NEW LONDON-BASED RESOURCE AND RESOURCE FINANCE BUSINESS

The Boards of Directors of Greenwich Resources plc ("Greenwich"), Danae Resources NL ("Danae") and Buka Minerals Limited ("Buka") are pleased to announce the signing of merger implementation agreements relating to a potential merger of the three companies, to create a new resource and resource finance business based in London, one of the world's leading mining finance centres.

The proposed merger is to be effected through simultaneous interconditional share for share offers by Greenwich for all of the issued securities of each of Danae and Buka. The merger would bring together the assets of all three companies into a single group with a simple capital structure. It is proposed that the enlarged group be listed on the Official List of the London Stock Exchange. There is a current intention to seek a secondary listing on the Australian Stock Exchange in due course.

Greenwich intends to make the offers no later than 2 months from the date of this announcement and to publish a circular to its shareholders at that time. The offers themselves will contain various conditions, including the obtaining of Greenwich shareholder consents.

The boards of each of Danae (except to the extent a Danae director is not able because of a conflict of interest) and Buka have agreed to recommend the offers to their respective security holders in the absence of a superior offer.

The Greenwich Board would be reconfigured to best combine the talents of the Boards of the three companies and to reflect the relative value contributions of the three groups of current owners in the enlarged group. It is proposed that Buka's Chairman, Mr Robert J Champion de Crespigny AC, would be the Chairman of the enlarged group.

Offer consideration

Subject to satisfaction of certain conditions, the parties currently intend to effect the merger by simultaneous interconditional share for share offers by Greenwich for each class of securities issued by Danae and Buka. It is proposed that each holder of securities in Danae and Buka will be entitled to receive Greenwich securities on the basis of the exchange ratios that are set out below. These ratios have been agreed between the parties, based on a valuation conducted by an expert engaged jointly by them.

Danae

- Danae ordinary shares: 1.27 fully paid ordinary Greenwich shares ('Greenwich Shares') for each Danae ordinary share.
- Danae Class A preference shares: 16.70 Greenwich Shares and 4.18 convertible nil coupon redeemable preference shares ('CRPs') for each Class A preference share. Each CRP will convert into one Greenwich Share on the Greenwich board resolving to conduct a detailed feasibility study of Danae's Zarmitan project but if it does not do so within 5 years, all CRPs will be redeemed for an aggregate total of £1.
- Danae Class B preference shares: 16.70 Greenwich Shares and 4.18 CRPs for each Class B preference share.
- Danae 2009 options (exercisable at 25c): A\$0.00001 per option.

Buka

- Buka ordinary shares: 6.21 Greenwich Shares for each Buka ordinary share.
- Buka Tranche 1 2010 options (exercisable at 20c): 2.94 Greenwich Options with an exercise price of 1 penny each, exercisable within 21 days of completion of the offers, together with 2.94 pence cash (payable on exercise) for each Tranche 1 2010 option.
- Buka Tranche 2 2010 options (exercisable at 22.5c): 5.65 Greenwich Options for each Tranche 2 2010 option with an exercise price of 1.68 pence, reflecting the ratio of exercise price to market price (volume weighted averages for the 30 days up to 13 September 2005, being 2.33 pence for Greenwich and 31.2 cents for Buka) applicable to the Tranche 2 2010 options, and exercisable between 1 October 2006 and 30 September 2012.

Based on the closing price of Greenwich Shares on the Official List (2.40p) and the Australian dollar / Sterling exchange rate of £1:A\$2.36 on 21 October 2005, the proposed offers would imply the following values for each security in Danae and Buka:

<u>Security type</u>	<u>Australian cents</u>	<u>British pence</u>
Danae Ordinary shares	7.2c	3.0p
Danae Class A and Class B Preference shares ¹	94.6c	40.1p
Danae 2009 options (ex at 25c)	0.00001c	0.000004p
Buka Ordinary shares	35.2c	14.9p
Buka Tranche 1 2010 options (ex at 20c)	16.7c	7.1p
Buka Tranche 2 2010 options (ex at 22.5c)	13.8c	5.8p ²

¹ The calculation of the implied value of the Class A and Class B Preference Shares excludes the implied value of the CRPs as their issue is contingent on a future event.

² The implied value of the Buka Tranche 2 options is derived from a Black - Scholes calculation of the new Greenwich options and the agreed exchange ratio of 5.65 from Tranche 2 Options to new Greenwich options. The

This implies a total value for the offers of A\$111,111,060 / £47,080,958. Details of the current capital structure of each of the companies are set out in Attachment 1.

Assuming that the merger proceeds to completion, Greenwich would have in issue approximately 2.09 billion ordinary shares, before the proposed consolidation referred to below. Based on the membership of the companies as at the date of this announcement, the largest shareholders of the enlarged group would be a group of current Buka shareholders with 20.5% (being interests associated with Buka's current board of directors (being Messrs Robert Champion de Crespigny AC, Ronald Walker AC CBE, Mark Carnegie and John Richards)), and interests associated with Mr John Roberts AO with 20.1%. The makeup of the share register of Greenwich according to the current groups of owners would be as shown in the following table.

<u>Shareholder Category</u>	<u>Equity</u>
Greenwich shareholders	11.8%
Danae ordinary shareholders	4.7%
Danae preference shareholders	20.7%
Buka shareholders	55.8%
Buka Tranche 1 optionholders	7.0%

The percentages above, including those attributable to the largest shareholders, are calculated prior to the proposed fundraising referred to below, prior to the exercise of any options (other than those granted in exchange for the Buka Tranche 1 2010 options) and prior to the conversion of the CRPs to be issued to Danae preference shareholders.

Proposed Additional Fundraising

To enable the enlarged group to advance its existing and to pursue new business opportunities, it is proposed to undertake a fundraising, subject to market conditions at the time, by the issue of new shares, to be conditional on the other aspects of the proposed merger being approved and completed.

Greenwich Shareholder Meeting and Re-application for Listing

Greenwich intends to produce a prospectus and hold a general meeting of shareholders to approve the transactions within 3 months of the date of this announcement, and to re-apply for a listing of the enlarged group, which will involve the submission for approval by the UK Listing Authority of a prospectus. It is also proposed to put to the Greenwich shareholders' meeting a resolution to consolidate the merged company's capital.

Greenwich Shares were suspended from trading from 9.05am on 24 October and will remain in suspension until the circular to shareholders has been posted.

Bidder's and Target's statements will be prepared for the Danae and Buka offers which will be administered under Australia's Corporations Act. The earliest date for completion of the merger is estimated to be late January 2006.

Greenwich option value is based on the closing market price of 2.40p per Greenwich share, the agreed exercise price of 1.68 pence per option, a 7 year term to maturity, 33% volatility (90 day historic) and a 50% discount on the implied time value of each option.

The key terms of the merger implementation agreements entered into by Greenwich, Buka and Danae are summarised in Attachment 2.

The offers for each of the securities in Danae and Buka will be subject to conditions. These conditions are described in Attachment 3.

Further information will be announced to shareholders once the complete details of the merger have been agreed.

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This announcement does not constitute or form part of an offer, or any solicitation of an offer, for securities and any purchase of or application for shares in the Merger and/or any acceptance of the Merger should only be made on the basis of information contained in the formal documentation to be issued in connection with the Merger. The price and value of, and income from, shares may go down as well as up. Persons needing advice in relation to any of the matters referred to herein should consult a professional adviser.

Existing Capital Structures

Greenwich Resources plc

Ordinary Shares	Listed	369,522,060
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Convertible Note	Listed	£1,799,485
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(Coupon of LIBOR +4%, interest capitalised, convertible into listed ordinary shares at 1.2 pence up to 31 July 2006 or redeemable at that date)

Employee Options	Unlisted	5,526,207
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(Exercise prices from 2.5 pence to 12.12 pence with exercise dates up to 19 February 2012)

Danae Resources NL

Ordinary Shares	Listed	77,262,254
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Employee Shares	Unlisted	3,382,380
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(Funded by interest-free loans. Issue prices of 18 cents to \$1.00 per share)

Class A Preference Shares	Unlisted	22,345,000
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(Interest capitalises at 10% per annum to 16 January 2009)

Class B Preference Shares	Unlisted	3,500,000
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(Interest capitalises at 10% per annum to 16 January 2009)

Options	Unlisted	28,500,000
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(Exercisable at 25 cents per option up to 16 January 2009)

Buka Minerals Limited

Ordinary Shares	Listed	187,461,133
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Tranche 1 Options	Unlisted	50,000,000
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(Exercisable at 20 cents per option by 30 September 2010)

Tranche 2 Options	Unlisted	50,000,000
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(Exercisable at 22.5 cents per option between 1 October 2006 and 30 September 2010)

Merger Implementation Agreements

Key Terms

Pursuant to the Merger Implementation Agreement executed today between Greenwich, Danae and Buka, the parties have agreed:

- To cooperate in relation to the necessary timetable and actions to implement the offers to be made by Greenwich for all the securities in Danae and Buka, including by Greenwich making the offers (subject to directors' fiduciary duties, no material adverse change and compliance with regulation) and calling a shareholder meeting, and, if eligible, by Danae voting in favour of the resolutions to be considered at that meeting.
- That they will each continue to conduct their businesses in the ordinary course and not undertake certain transactions without the consent of the other parties.
- To appoint a merger implementation committee.
- Not to solicit competing proposals, not to have discussions with third parties in relation to competing proposals (subject to limited exceptions), or allow third parties to conduct due diligence for 6 months following execution. In addition each party has agreed standstill provisions in relation to any actions not contemplated by the agreement in relation the securities of the other parties.
- That the relevant party will pay a break fee of A\$500,000 (or any lesser amount as restricted by law or regulation) to each of the other parties if (i) in the case of each of Danae and Buka, an offer for it does not become unconditional and a competing takeover proposal is made or announced for it, and in the case of Greenwich a competing takeover proposal for it is successful; (ii) any director of that party recommends a competing takeover offer or any of the directors of Buka or Danae (other than those that are not entitled to because of a conflict of interest) fail to recommend the offers, or withdraw, adversely modify or fail to reconfirm the offers; (iii) Greenwich fails to convene the Greenwich shareholder meeting within three months (or up to 6 months where regulatory approvals are still required); or (iv) the Greenwich directors fail to unanimously recommend the offers (subject to certain exemptions). If no break fee is payable but the offers do not otherwise become unconditional in all respects (other than prescribed occurrences) each party will bear one third of all parties' transactional costs in relation to the proposed merger, up to a maximum of £400,000 each.
- The laws of New South Wales govern the agreement.

Greenwich and BSG Gold BVBA ("BSG Gold") have entered into a pre-bid agreement under which Greenwich will acquire from BSG Gold all of the Danae Class B Preference Shares on the terms applicable to that class of shares as set out above, resulting in BSG Gold being issued with 58.45 million Greenwich Shares and 14.63 million CRPs, and will also acquire the Danae Options held by BSG for a nominal amount. This pre-bid agreement will terminate if BSG Gold accepts the takeover offer in respect of the Danae Class B Preference Shares and Danae Options, if Greenwich does not make the takeover offers within 3 months or if the offers do not become unconditional by 31 March 2006.

Conditions of Offers

Agreed Offer Terms for Danae Shares, Danae Redeemable Preference Shares and Danae Options

Note sections 1 to 3 will be set out in separate offer documents for each class of security.

1. The Offer for Danae Shares

- (1) Greenwich offers to acquire all of your Danae Shares, together with all rights attached to them, on the terms set out in this Offer *[to be defined in Bidder's Statement]*.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in clause 5, receive consideration of 1.27 Greenwich Shares for every Danae Share held by you.

2. The Offer for Danae Redeemable Preference Shares

- (1) Greenwich offers to acquire all of your Danae Redeemable Preference Shares, together with all rights attached to them, on the terms set out in this Offer *[to be defined in Bidder's Statement]*.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in clause 5, receive consideration of 16.70 Greenwich Shares and 4.18 Greenwich CRPs for every Danae Redeemable Preference Share held by you.

3. The Offer for Danae Options

- (1) Greenwich offers to acquire all of your Danae Options, together with all rights attached to them, on the terms set out in this Offer *[to be defined in Bidder's Statement]*.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in clause 5, receive consideration of \$0.00001 for every Danae Option held by you.

4. General Terms

- (1) If you become entitled to a fraction of a Greenwich Share /Greenwich Shares and/or Greenwich CRPs under this Offer, the number of Greenwich Shares/ and/or Greenwich CRPs to which you are entitled will be rounded down to the nearest whole number.
- (2) The Greenwich Shares issued under the Offer will be fully paid and will rank equally for dividends and other rights with existing Greenwich Shares.

- (3) If you are a Foreign Holder *[to be defined in Bidder's Statement]* then despite any other provision of this Offer, you are offered and will receive for your Danae Shares /, Danae Redeemable Preference Shares *[to be defined in Bidder's Statement]* a cash amount in substitution for the Greenwich Shares and Greenwich CRPs *[to be defined in Bidder's Statement]* you would otherwise have received under this Offer.

5. Conditions of the Offer

The completion of the Offer and any contract that results from an acceptance of the Offer, are subject to the fulfilment of the conditions set out below.

(1) Minimum acceptance

During, or at the end of the Offer Period, Greenwich and its associates have relevant interests in at least 90% of the Danae Shares.

(2) Success of bid by Greenwich for other Danae Securities

During, or at the end of the offer period in relation to the offers made by Greenwich on or about the date of this Offer to acquire all the Danae Options and Danae Preference Shares (**Other Security Offers**):

- (a) Greenwich receives acceptances in respect of its Other Security Offers for 100% of the Danae Options and Danae Preference Shares; and
- (b) the Other Security Offers become unconditional.

(3) Success of Buka Bid by Greenwich

During, or at the end of the offer period in relation to the offers made by Greenwich on or about the date of this Offer to acquire all the ordinary shares, and options in Buka (**Buka Offers**):

- (a) Greenwich and its associates have relevant interests in at least 90% of the ordinary shares in Buka;
- (b) Greenwich receives acceptances for 100% of the options in Buka; and
- (c) the Buka Offers become unconditional.

(4) Greenwich shareholder approvals

Before the end of the Offer Period the members of Greenwich approve by resolutions in a general meeting all resolutions necessary to implement the Merger, including any such resolutions required pursuant to Greenwich's articles of association, the UK Companies Act 1985, the Listing Rules of the UK Listing Authority and The City Code on Takeovers and Mergers.

(5) ASIC Relief

Greenwich is granted any ASIC relief necessary for the Bids to proceed in the form anticipated.

(6) Other regulatory approvals

Before the end of the Offer Period, all regulatory approvals or consents that are required by law, or by any public authority, as are necessary to permit:

- (a) the Offer to be lawfully made to and accepted by Danae shareholders and optionholders; and
- (b) the transactions contemplated by the Bidder's Statement, including full, lawful and effectual implementation of the intentions set out in the Bidder's Statement, to be completed,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the approvals or consents.

(7) No Regulatory Action

Between the Announcement Date and the end of the Offer Period:

- (a) there is not in effect any preliminary or final decision, order or decree issued by any government, governmental agency, court or public authority;
- (b) no action or investigation is announced, commenced or threatened by any government, governmental agency, court or public authority; and
- (c) no application is made to any government, governmental agency, court or public authority (other than by Greenwich or any associate of Greenwich),

in consequence of or in connection with the Offer (other than a determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or otherwise materially adversely impacts upon the making of the Offer or the completion of any transaction contemplated by the Offer and the Bidder's Statement (whether subject to conditions or not and including full, lawful and effectual implementation of the intentions set out in the Bidder's Statement) or the rights of Greenwich in respect of Danae and the Danae Shares/Danae Redeemable Preference Shares/Danae Options to be acquired under the Offer, or requires the divestiture by Greenwich of any Danae Shares/Danae Redeemable Preference Shares/Danae Options, or the divestiture of any assets of Danae or of the Greenwich Group or otherwise.

(8) No break fees

- (a) Subject to section 5(9)(b), between the Announcement Date and the end of the Offer Period, none of Danae and any body corporate which is or becomes a subsidiary of Danae, agrees (whether conditionally or contingently) to pay or provide any benefit to any person, or to forego or otherwise reduce any payment or benefit to which it would otherwise be entitled, in connection with any person other than Greenwich making or agreeing to participate in, or enter negotiations concerning:
 - (i) a takeover offer of Danae;
 - (ii) any other proposal to acquire any interest (whether equitable, legal, beneficial or economic) in shares in, or assets of, either or both of Danae or its subsidiaries, or to operate either or both of Danae or its subsidiaries as a single economic entity with another body corporate.
- (b) Clause 5(9)(a) does not apply to a payment:
 - (i) for providing professional advisory services to Danae;
 - (ii) which is approved in writing by Greenwich;
 - (iii) lawfully made to any Danae directors or officers; or
 - (iv) which is approved by a resolution passed at a general meeting of Danae.

(9) Restriction on others acquiring Danae Shares

Between the Announcement Date and the end of the Offer Period, no person other than Greenwich or an associate of Greenwich (as defined in section 12(2) of the Corporations Act) acquires a Relevant Interest in Danae Shares which results in the voting power of a person (other than Greenwich) in Danae increasing by 10% or more.

(10) Equal Access to Information

Between the Announcement Date and the end of the Offer Period, Danae promptly (and in any event within two Business Days) provides to Greenwich a copy of all information that is not generally available (within the meaning of the Corporations Act) and that has not already been provided to Greenwich relating to Danae or any subsidiary of Danae or any of their respective businesses or operations that has been provided by Danae or any subsidiary of Danae or any of their respective officers, employees, advisers or agents to any person (other than Greenwich) for the purpose of soliciting, encouraging or facilitating a proposal or offer by that person, or by any other person, in relation to a transaction under which:

- (a) any person (together with associates) may acquire voting power of 10% or more in Danae or any subsidiary of Danae (whether by way of

takeover bid, compromise or arrangement under Part 5.1 of the Corporations Act, or otherwise);

- (b) any person may acquire, directly or indirectly (including by way of joint venture, dual listed company structure or otherwise), any interest in all or a substantial part of the business or assets of Danae or of any subsidiary of Danae; or
- (c) that person may otherwise acquire control of or merge or amalgamate with Danae or any subsidiary of Danae.

(11) Material adverse change of Danae

Before the end of the Offer Period, there not having occurred, been announced or become known to Greenwich (whether or not becoming public) any event, change or condition that has had, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities, profitability or prospects of Danae or any of its subsidiaries, taken as a whole, since 30 June 2005, including where it becomes known to Greenwich that information publicly filed by Danae or any of its subsidiaries is, or is likely to be, incomplete, incorrect or untrue or misleading, except for any event, change or condition that may arise as a consequence of the announcement of consummation of the Offer.

(12) No prescribed occurrences

During the period from the Announcement Date to the end of the Offer Period, none of the occurrences listed in section 652C(1) or (2) of the Corporations Act happen, i.e.:

- (a) Danae converts all or any of its shares into larger or smaller number of shares;
- (b) Danae or a subsidiary of Danae resolves to reduce its share capital in any way;
- (c) Danae or a subsidiary of Danae:
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporation Act;
- (d) Danae or a subsidiary of Danae issues shares (except under Danae's executive performance share plan) or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (e) Danae or a subsidiary of Danae issues, or agrees to issue, convertible notes;
- (f) Danae or a subsidiary of Danae disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;

- (g) Danae or a subsidiary of Danae charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (h) Danae or a subsidiary of Danae resolves to be wound up;
- (i) the appointment of a liquidator or provisional liquidator of Danae or a subsidiary of Danae;
- (j) a court makes an order for the winding up of Danae or a subsidiary of Danae;
- (k) an administrator of Danae, or a subsidiary of Danae, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) Danae or a subsidiary of Danae executes a deed of company arrangement; or
- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Danae or a subsidiary of Danae.

(13) Conduct of Danae's Business

Between the Announcement Date and the end of the Offer Period, none of Danae, or any body corporate which is a subsidiary of Danae:

- (a) declares, or distributes any dividend, bonus or other share of its profits or assets of Danae;
- (b) issues or grants options over, or agrees to issue or grant options over, or otherwise make any commitments regarding any shares or other securities, or alters its capital structure or the rights attached to any of its shares or other securities, or issues or agrees to issue any convertible notes or shares (other than Danae Shares issued under Danae's executive performance share plan);
- (c) makes any changes to its constitution or passes any special resolution;
- (d) gives or agrees to give any third party rights over any of its assets otherwise than in the ordinary course of business;
- (e) releases, discharges or modifies any substantial obligation to it of any person, firm or corporation or agrees to do so;
- (f) appoints any additional director to its board of directors whether to fill a casual vacancy or otherwise;
- (g) except as required by law does any of the following:
 - (i) enters or agrees to enter into any contract or service or varies or agrees to vary any existing contract of service with any director or executive officer;

- (ii) makes or agrees to make any substantial change in the basis or amount of remuneration of any director, executive officer or other employee; or
- (iii) except as provided under any superannuation, provident or retirement scheme or contract in effect on the Announcement Date, pays or agrees to pay any retirement benefit or allowance to any director, executive officer or other employee; or
- (h) conducts its business otherwise than in the ordinary course;
- (i) has threatened or commenced against it any material claims or material proceedings in any court or tribunal (including but not limited to, a petition for winding up or an application for appointment of a receiver or receiver and manager); or
- (j) executes a deed of company arrangement or passes any resolution for liquidation, or has appointed or becomes susceptible to the appointment of an administrator, a receiver, a receiver and manager or a liquidator, or becomes subject to investigation under the ASIC Act or any corresponding legislation.

(14) No material acquisitions, disposals, etc.

Except for any proposed transaction publicly announced by Danae before the Announcement Date and any transaction undertaken by Danae in its ordinary course of business, none of the following events occur between the Announcement Date and the end of the Offer Period:

- (a) Danae, or any controlled entity of Danae, acquires, offers to acquire, agrees to acquire or acquires an interest in one or more companies or assets or makes an announcement in relation to such an acquisition, other than in the ordinary course of business;
- (b) Danae, or any controlled entity of Danae, disposes (including by grant of a third party right), offers to dispose or agrees to dispose of or disposes of interests in one or more companies or assets (other than the disposal of minerals or interests in minerals in the ordinary course of ordinary business of Danae) or makes an announcement in relation to such a disposal;
- (c) Danae or any controlled entity of Danae, enters into, offers to enter into or announces that it proposes to enter into any joint venture, partnership or dual listed company structure or makes an announcement in relation to such a commitment; or
- (d) Danae, or any controlled entity of Danae, incurs or commits to, or grants to another person a right the exercise of which would involve a member of the Danae Group incurring or committing to any capital expenditure or liability in respect of one or more related items in excess of amounts budgeted for and approved by the board of directors of Danae as at the Announcement Date or makes an

announcement in relation to such a commitment other than in the ordinary course of business.

(15) Non-existence of certain rights

That no person has any right (whether subject to conditions or not) as a result of Greenwich acquiring Danae Shares/Danae Preference Shares/Danae Options to:

- (a) acquire, or require Danae or a material subsidiary of Danae to dispose of, or offer to dispose of, any material asset of Danae or a material subsidiary of Danae; or
- (b) terminate or vary any material agreement with Danae or a material subsidiary of Danae.

(16) No related party transactions

Between the Announcement Date and the end of the Offer Period, Danae does not enter into or otherwise become a party to any transaction with a related party or related entity (as those terms are defined in the Corporations Act).

(17) No material failings in filings

Between the Announcement Date and the end of the Offer Period, Greenwich does not become aware that any document filed by or on behalf of Danae with ASX or ASIC contains a statement which is incorrect or misleading in any material or from which there is a material omission.

(18) Renewal of Mineral Tenements

All mineral tenements of the Danae group expiring during the Offer Period (if any) being successfully renewed without material adverse conditions being imposed.

Agreed Offer Terms for Buka Shares, Buka Tranche 1 Options and the Buka Tranche 2 Options

Note sections 1 to 3 will be set out in separate offer documents for each class of security.

1. The Offer for Buka Shares

- (1) Greenwich offers to acquire all of your Buka Shares, together with all rights attached to them, on the terms set out in this Offer [to be defined in Bidder's Statement].
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in clause 5, receive consideration of 6.21 Greenwich Shares for every Buka Share held by you.

2. The Offer for Buka Tranche 1 Options

- (1) Greenwich offers to acquire all of your Buka Tranche 1 Options, together with all rights attached to them, on the terms set out in this Offer [to be defined in Bidder's Statement].
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in clause 5, for every Buka Tranche 1 Option held by you, receive consideration of 2.94 Greenwich Class A Options with an exercise price of 1 penny each, exercisable within 21 days of completion of the offers, and £0.0294 cash (payable on receipt from you by Greenwich of a notice of exercise of the Greenwich Class A Options).

3. The Offer for Buka Tranche 2 Options

- (1) Greenwich offers to acquire all of your Buka Tranche 2 Options, together with all rights attached to them, on the terms set out in this Offer [to be defined in Bidder's Statement].
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in clause 5, receive consideration of 5.65 Greenwich Class B Options for every Buka Tranche 2 Option held by you.

4. General Terms

- (1) If you become entitled to a fraction of a Greenwich Share /Greenwich Option under this Offer, the number of Greenwich Shares/ Greenwich Options to which you are entitled will be rounded down to the nearest whole number.
- (2) The Greenwich Shares issued under the Offer will be fully paid and will rank equally for dividends and other rights with existing Greenwich Shares. /The Greenwich Class A Options issued under the Offer will have the terms and conditions set out in Schedule 3 Part 1 of the Merger Implementation

Agreement. /The Greenwich Class B Options will have the terms and conditions set out in Schedule 3 Part 2 of the Merger Implementation Agreement.

- (3) If you are a Foreign Holder [to be defined in Bidder's Statement] then despite any other provision of this Offer, you are offered and will receive for your Buka Shares/Buka Options [to be defined in Bidder's Statement] a cash amount in substitution for the Greenwich Shares/ Greenwich Options [to be defined in Bidder's Statement] you would otherwise have received under this Offer.

5. Conditions of the Offer

The completion of the Offer and any contract that results from an acceptance of the Offer, are subject to the fulfilment of the conditions set out below.

(1) Minimum acceptance

During, or at the end of the Offer Period, Greenwich and its associates have Relevant Interests in at least 90% of the Buka Shares.

(2) Success of bid by Greenwich for other Buka Securities

During, or at the end of the offer period in relation to the offers made by Greenwich on or about the date of this Offer to acquire all the Buka Options (**Other Security Offers**):

- (a) Greenwich receives acceptances in respect of its Other Security Offers for 100% of the Buka Options; and
- (b) the Other Security Offers become unconditional.

(3) Success of Danae Bid by Greenwich

During, or at the end of the offer period in relation to the offers made by Greenwich on or about the date of this Offer to acquire all the ordinary shares, options and preference shares in Danae (**Danae Offers**):

- (a) Greenwich and its associates have Relevant Interests in at least 90% of the ordinary shares in Danae;
- (b) Greenwich receives acceptances for 100% of the options and preference shares in Danae; and
- (c) the Danae Offers become unconditional.

(4) Greenwich shareholder approvals

Before the end of the Offer Period the members of Greenwich approve by resolutions in a general meeting all resolutions necessary to implement the Merger, including any such resolutions required pursuant to Greenwich's

articles of association, the UK Companies Act 1985, the Listing Rules of the UK Listing Authority and The City Code on Takeovers and Mergers.

(5) **ASIC Relief**

Greenwich is granted any ASIC relief necessary for the Bids to proceed in the form anticipated.

(6) **Foreign Investment Review Board Approval**

Before the end of the Offer Period:

- (a) notice in writing (either unconditional or subject only to conditions that are acceptable to Greenwich (acting reasonably)) is issued by or on behalf of the Treasurer of the Commonwealth of Australia stating that the Treasurer consents, or that the Treasurer does not have any objection, under the Australian Government's foreign investment policy, to the acquisition by Greenwich of all of the Buka Shares and Buka Options under the Offers; or
- (b) the Treasurer of the Commonwealth of Australia ceases to be entitled to make an order under Part II of the Foreign Acquisitions and Takeovers Act regarding the acquisition of all of the Buka Shares and Buka Options.

(7) **Other regulatory approvals**

Before the end of the Offer Period, all regulatory approvals or consents that are required by law, or by any public authority, as are necessary to permit:

- (a) the Offer to be lawfully made to and accepted by Buka shareholders/optionholders; and
- (b) the transactions contemplated by the Bidder's Statement, including full, lawful and effectual implementation of the intentions set out in the Bidder's Statement, to be completed,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the approvals or consents.

(8) **No Regulatory Action**

Between the Announcement Date and the end of the Offer Period:

- (a) there is not in effect any preliminary or final decision, order or decree issued by any government, governmental agency, court or public authority;
- (b) no action or investigation is announced, commenced or threatened by any government, governmental agency, court or public authority; and

- (c) no application is made to any government, governmental agency, court or public authority (other than by Greenwich or any associate of Greenwich),

in consequence of or in connection with the Offer (other than a determination by ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or otherwise materially adversely impacts upon the making of the Offer or the completion of any transaction contemplated by the Offer and the Bidder's Statement (whether subject to conditions or not and including full, lawful and effectual implementation of the intentions set out in the Bidder's Statement) or the rights of Greenwich in respect of Buka and the Buka Shares/Buka Options to be acquired under the Offer, or requires the divestiture by Greenwich of any Buka Shares/Buka Options, or the divestiture of any assets of Buka or of the Greenwich Group or otherwise.

(9) No break fees

- (a) Subject to section 5(9)(b), between the Announcement Date and the end of the Offer Period, none of Buka and any body corporate which is or becomes a subsidiary of Buka, agrees (whether conditionally or contingently) to pay or provide any benefit to any person, or to forego or otherwise reduce any payment or benefit to which it would otherwise be entitled, in connection with any person other than Greenwich making or agreeing to participate in, or enter negotiations concerning:
 - (i) a takeover offer of Buka;
 - (ii) any other proposal to acquire any interest (whether equitable, legal, beneficial or economic) in shares in, or assets of, either or both of Buka or its subsidiaries, or to operate either or both of Buka or its subsidiaries as a single economic entity with another body corporate.
- (b) Clause 5(9)(a) does not apply to a payment:
 - (i) for providing professional advisory services to Buka;
 - (ii) which is approved in writing by Greenwich;
 - (iii) lawfully made to any Buka directors or officers; or
 - (iv) which is approved by a resolution passed at a general meeting of Buka.

(10) Restriction on others acquiring Buka Shares

Between the Announcement Date and the end of the Offer Period, no person other than Greenwich or an associate of Greenwich (as defined in section 12(2) of the Corporations Act) acquires a Relevant Interest in Buka Shares

which results in the voting power of a person (other than Greenwich) in Buka increasing by 10% or more.

(11) Equal Access to Information

Between the Announcement Date and the end of the Offer Period, Buka promptly (and in any event within two Business Days) provides to Greenwich a copy of all information that is not generally available (within the meaning of the Corporations Act) and that has not already been provided to Greenwich relating to Buka or any subsidiary of Buka or any of their respective businesses or operations that has been provided by Buka or any subsidiary of Buka or any of their respective officers, employees, advisers or agents to any person (other than Greenwich) for the purpose of soliciting, encouraging or facilitating a proposal or offer by that person, or by any other person, in relation to a transaction under which:

- (a) any person (together with associates) may acquire voting power of 10% or more in Buka or any subsidiary of Buka (whether by way of takeover bid, compromise or arrangement under Part 5.1 of the Corporations Act, or otherwise);
- (b) any person may acquire, directly or indirectly (including by way of joint venture, dual listed company structure or otherwise), any interest in all or a substantial part of the business or assets of Buka or of any subsidiary of Buka; or
- (c) that person may otherwise acquire control of or merge or amalgamate with Buka or any subsidiary of Buka.

(12) Material adverse change of Buka

Before the end of the Offer Period, there not having occurred, been announced or become known to Greenwich (whether or not becoming public) any event, change or condition that has had, or could reasonably be expected to have, a material adverse effect on the business, financial or trading position, assets or liabilities, profitability or prospects of Buka or any of its subsidiaries, taken as a whole, since 30 June 2005, including where it becomes known to Greenwich that information publicly filed by Buka or any of its subsidiaries is, or is likely to be, incomplete, incorrect or untrue or misleading, except for any event, change or condition that may arise as a consequence of the announcement of consummation of the Offer.

(13) No prescribed occurrences

During the period from the Announcement Date to the end of the Offer Period, none of the occurrences listed in section 652C(1) or (2) of the Corporations Act happen, i.e.:

- (a) Buka converts all or any of its shares into larger or smaller number of shares;
- (b) Buka or a subsidiary of Buka resolves to reduce its share capital in any way;

- (c) Buka or a subsidiary of Buka:
 - (i) enters into a buy-back agreement; or
 - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporation Act;
- (d) Buka or a subsidiary of Buka issues shares (except under Buka's executive performance share plan) or grants an option over its shares, or agrees to make such an issue or grant such an option;
- (e) Buka or a subsidiary of Buka issues, or agrees to issue, convertible notes;
- (f) Buka or a subsidiary of Buka disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (g) Buka or a subsidiary of Buka charges, or agrees to charge, the whole, or a substantial part, of its business or property;
- (h) Buka or a subsidiary of Buka resolves to be wound up;
- (i) the appointment of a liquidator or provisional liquidator of Buka or a subsidiary of Buka;
- (j) a court makes an order for the winding up of Buka or a subsidiary of Buka;
- (k) an administrator of Buka, or a subsidiary of Buka, is appointed under section 436A, 436B or 436C of the Corporations Act;
- (l) Buka or a subsidiary of Buka executes a deed of company arrangement; or
- (m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Buka or a subsidiary of Buka.

(14) Conduct of Buka's Business

Between the Announcement Date and the end of the Offer Period, none of Buka, or any body corporate which is a subsidiary of Buka:

- (a) declares, or distributes any dividend, bonus or other share of its profits or assets of Buka;
- (b) issues or grants options over, or agrees to issue or grant options over, or otherwise make any commitments regarding any shares or other securities, or alters its capital structure or the rights attached to any of its shares or other securities, or issues or agrees to issue any convertible notes or shares (other than Buka Shares issued under Buka's executive performance share plan);

- (c) makes any changes to its constitution or passes any special resolution;
- (d) gives or agrees to give any third party rights over any of its assets otherwise than in the ordinary course of business;
- (e) releases, discharges or modifies any substantial obligation to it of any person, firm or corporation or agrees to do so;
- (f) appoints any additional director to its board of directors whether to fill a casual vacancy or otherwise (except for two additional directors);
- (g) except as required by law does any of the following:
 - (i) enters or agrees to enter into any contract or service or varies or agrees to vary any existing contract of service with any director or executive officer;
 - (ii) makes or agrees to make any substantial change in the basis or amount of remuneration of any director, executive officer or other employee; or
 - (iii) except as provided under any superannuation, provident or retirement scheme or contract in effect on the Announcement Date, pays or agrees to pay any retirement benefit or allowance to any director, executive officer or other employee; or
- (h) conducts its business otherwise than in the ordinary course;
- (i) has threatened or commenced against it any material claims or material proceedings in any court or tribunal (including but not limited to, a petition for winding up or an application for appointment of a receiver or receiver and manager); or
- (j) executes a deed of company arrangement or passes any resolution for liquidation, or has appointed or becomes susceptible to the appointment of an administrator, a receiver, a receiver and manager or a liquidator, or becomes subject to investigation under the ASIC Act or any corresponding legislation.

(15) No material acquisitions, disposals, etc.

Except for any proposed transaction publicly announced by Buka before the Announcement Date and any transaction undertaken by Buka in its ordinary course of business, none of the following events occur between the Announcement Date and the end of the Offer Period:

- (a) Buka, or any controlled entity of Buka, acquires, offers to acquire, agrees to acquire or acquires an interest in one or more companies or assets or makes an announcement in relation to such an acquisition other than in the ordinary course of business, which includes making or pursuing investments;

- (b) Buka, or any controlled entity of Buka, disposes (including by grant of a third party right), offers to dispose or agrees to dispose of or disposes of interests in one or more companies or assets (other than the disposal of minerals or interests in minerals in the ordinary course of ordinary business of Buka) or makes an announcement in relation to such a disposal;
- (c) Buka or any controlled entity of Buka, enters into, offers to enter into or announces that it proposes to enter into any joint venture, partnership or dual listed company structure or makes an announcement in relation to such a commitment; or
- (d) Buka, or any controlled entity of Buka, incurs or commits to, or grants to another person a right the exercise of which would involve a member of the Buka Group incurring or committing to any capital expenditure or liability in respect of one or more related items in excess of amounts budgeted for and approved by the board of directors of Buka as at the Announcement Date or makes an announcement in relation to such a commitment other than in the ordinary course of business, which includes making or pursuing investments.

(16) Non-existence of certain rights

That no person has any right (whether subject to conditions or not) as a result of Greenwich acquiring Buka Shares/Buka Options to:

- (a) acquire, or require Buka or a material subsidiary of Buka to dispose of, or offer to dispose of, any material asset of Buka or a material subsidiary of Buka; or
- (b) terminate or vary any material agreement with Buka or a material subsidiary of Buka.

(17) No related party transactions

Between the Announcement Date and the end of the Offer Period, Buka does not enter into or otherwise become a party to any transaction with a related party or related entity (as those terms are defined in the Corporations Act).

(18) No material failings in filings

Between the Announcement Date and the end of the Offer Period, Greenwich does not become aware that any document filed by or on behalf of Buka with ASX or ASIC contains a statement which is incorrect or misleading in any material or from which there is a material omission.

(19) Renewal of Mineral Tenements

All mineral tenements of the Buka group expiring during the Offer Period (if any) being successfully renewed without material adverse conditions being imposed.