

1 March 2006

The Manager
Company Announcements Office
Australian Stock Exchange Limited
20 Bridge Street
Sydney NSW 2000

Dear Sir/Madam

Takeover bid for Buka Minerals Limited by Greenwich Resources plc

We refer to the off-market bid by Greenwich Resources plc (**Greenwich**) for all of the securities in Buka Minerals Limited ACN 000 741 373 (**Buka**).

We enclose a copy of Buka's Target's Statement dated 1 March 2006 pursuant to item 14 of section 633(1) of the *Corporations Act* 2001 (Cth) (**Corporations Act**). Pursuant to section 633(7) of the *Corporations Act*, also enclosed is a copy of:

- Greenwich's Bidder's Statement; and
- A target's statement by Danae Resources NL ACN 009 173 880 (**Danae**) in relation to the off-market takeover bid by Greenwich for all the securities in Danae (and accompanying report),

(together with Buka's Target's Statement, the **Target's Statement Package**) which will be sent to holders of securities in Buka together with Buka's Target Statement.

Please note that in accordance with item 11 of section 633(1) of the *Corporations Act*, we have sent a copy of this Target's Statement to Greenwich, and in accordance with item 13 of section 633(1) of the *Corporations Act* we have lodged a copy of this Target's Statement Package with the Australian Securities and Investments Commission.

Yours faithfully



Louise Herron
Company Secretary

BIDDER'S STATEMENT

Offer by Greenwich Resources plc

(Incorporated and registered in England and Wales under number 1862971)

to purchase all of your securities in

Buka Minerals Limited ABN 25 000 741 373

and

Danae Resources NL ABN 11 009 173 880

Buka's directors have unanimously recommended that you accept the Buka Offer (in the absence of a superior offer) of:
6.21 Greenwich Shares* for each Buka Share;
2.94 Greenwich Class A Options* and £0.0294 cash
(payable on exercise) for each Buka Tranche 1 Option; and
5.65 Greenwich Class B Options* for each Buka Tranche 2 Option.

Danae's directors have unanimously recommended that you accept the Danae Offer (in the absence of a superior offer) of:
1.27 Greenwich Shares* for each Danae Ordinary Share;
16.70 Greenwich Shares* and 4.18 Greenwich Convertible
Preference Shares* for each Danae Class A Preference Share;
16.70 Greenwich Shares* and 4.18 Greenwich Convertible
Preference Shares* for each Danae Class B Preference Share; and
A\$0.00001 cash for each Danae Option.

* It is proposed that each Greenwich Share currently on issue be consolidated on a 1 for 30 basis. These numbers reflect the numbers of Greenwich Securities prior to the Consolidation. The effect of the Consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of the Bidder's Statement.

This is an important document that requires your immediate attention. If you are in any doubt as to how to deal with this document, you should consult your financial or other professional adviser as soon as possible.

The Offer is dated 1 March 2006 and will close at 7.00pm (Sydney time) on 7 April 2006, unless extended.

Advisors to Greenwich



Deacons

IMPORTANT INFORMATION

1.1 Important Dates

Date of announcement of Takeover Bids	26 October 2005 (London time)
Date of Bidder's Statement and lodgement with ASIC	1 March 2006
Opening date of Offers	1 March 2006
Closing date of Offers (unless extended)	7.00 pm (Sydney time) 7 April 2006

1.2 Important Contacts

Share Registry for the Offer*

Registries Limited
Level 2, 28 Margaret Street Sydney NSW 2000 or
Reply Paid 67
Royal Exchange NSW 1224

* Registries Limited has been retained as the share registry for the Offer.

Offer Information Line*

If you are a holder of Buka securities and require assistance with your acceptance, please call 1800 720 072 (callers in Australia) or +61 2 9264 7196 (callers outside Australia). If you are a holder of Danae Securities, please call +61 8 9483 0829.

* The Bidder is required to record calls to these telephone numbers.

1.3 Important Notices

The Bidder's Statement in this booklet is dated 1 March 2006 and is given by Greenwich, to each of Buka and Danae under Part 6.5 of the Corporations Act. It was lodged with ASIC on the same date. ASIC takes no responsibility for the content of the Bidder's Statement.

The information in the front section of this booklet should be read together with the detailed information set out in the Bidder's Statement. You should read the Bidder's Statement before deciding to accept the Offer.

1.4 Forward Looking Statements

This document may include statements which are in the nature of forward looking statements. You should be aware that such statements are only predictions and are subject to inherent risks and uncertainties. Those risks and uncertainties include factors and risks specific to the industry in which Greenwich, Buka and Danae operate, as well as general economic conditions, prevailing mineral prices, exchange rates and interest rates and conditions in the financial markets. Actual events or results may differ materially from the events or results expressed or implied in any forward looking statement.

1.5 Investment Advice

This document does not take into account your individual investment objectives, financial situation or particular needs. You may wish to obtain professional financial and taxation advice before deciding whether or not to accept the Offer.

Why you should accept the Offer

1. Value

The Offers imply the following values for each security in Buka and Danae¹:

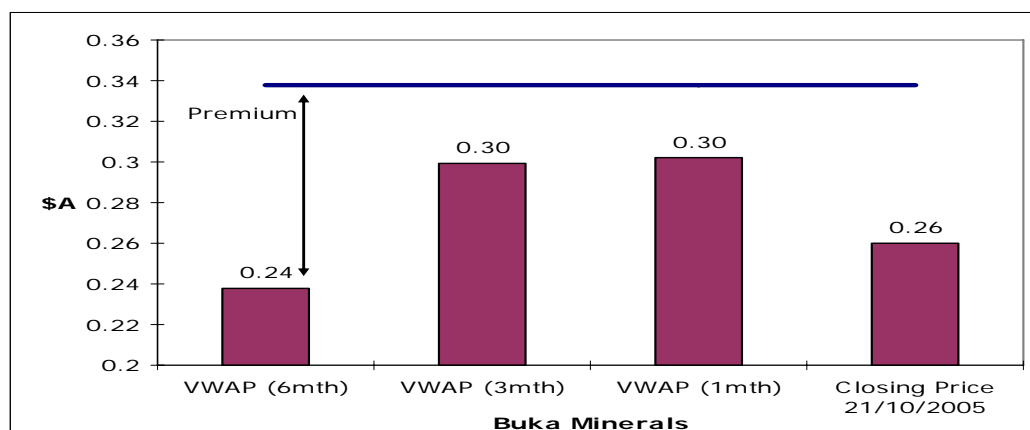
Target Security	Australian cents
Buka Shares	33.8
Buka Tranche 1 Options (exercisable at 20c) ²	16.0
Buka Tranche 2 Options (exercisable at 22.5c) ³	13.8
Danae Ordinary Shares	6.9
Danae Class A and Class B preference shares ⁴	90.8
Danae Options (exercisable at 25c)	0.001

Notes

1. Based on the VWAP of 2.30 pence per Greenwich Share on 19 October 2005 and 21 October 2005, (the last two days on which Greenwich Shares were traded preceding the announcement that Greenwich was in talks with Buka and Danae) and the Australian dollar/Sterling exchange rate of A\$1:£0.4236 on 21 October 2005.
2. Assuming the resulting Greenwich Class A Options are exercised in the 21 days from the date they are issued, being the time allowed for exercise before they lapse.
3. The implied value of the Buka Tranche 2 Options is derived from a Black and Scholes calculation of the value of the 5.65 Greenwich Class B Options to be exchanged for each Buka Tranche 2 Option. The Greenwich Class B Option value is based on an exercise price of 1.68 pence per Greenwich Class B Option, a 7 year term to maturity, 22% volatility (90 day historic) and a 50% discount on the time and volatility value of each option. The accuracy of this implied value is dependent on future volatility of Greenwich Shares which cannot be predicted.
4. The calculation of the implied value of the Danae Class A and Class B Preference Shares excludes the implied value of the Greenwich Convertible Preference Shares as their conversion is contingent on a future event.

2. The Offer price represents a premium to the market price

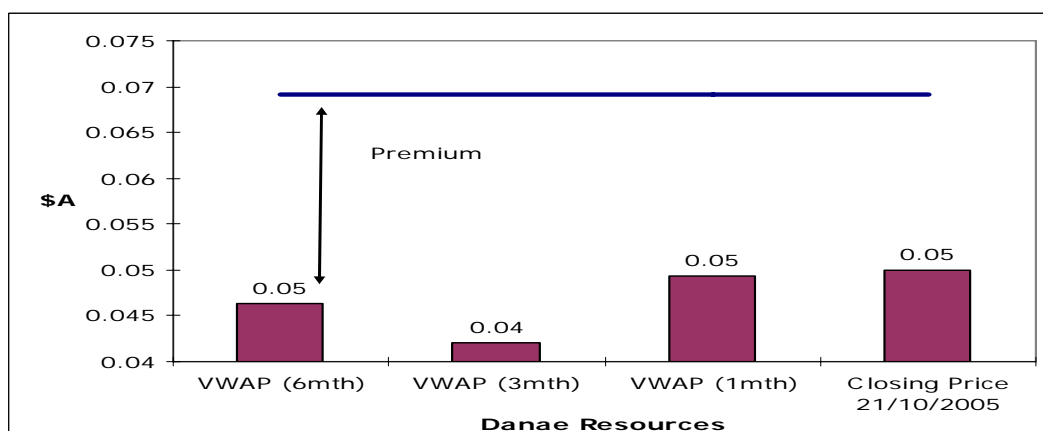
Buka Shares



On the basis set out in paragraph 1 above, the Buka Offer values Buka Shares at A\$0.338 which represents a substantial premium to the levels at which Buka Shares were trading before the announcement of the Offers:

- a 29.97% premium to the closing price for Buka Shares on 21 October 2005, the last trading day before the Offer was announced;
- a 11.78% premium to the VWAP of Buka Shares for the one month prior to 21 October 2005;
- a 12.90% premium to the VWAP of Buka Shares for the three months prior to 21 October 2005; and
- a 41.92% premium to the VWAP of Buka Shares for the six months prior to 21 October 2005.

Danae Ordinary Shares



On the basis set out in Note 1 of paragraph 1 above, the Danae Offer values Danae Ordinary Shares at A\$0.069 which represents a substantial premium to the levels at which Danae Ordinary Shares were trading before announcement of the Offers:

- a 38.21% premium to the closing price for Danae Ordinary Shares on 21 October 2005, the last trading day before the Offer was announced;
- a 40.17% premium to the VWAP of Danae Ordinary Shares for the one month prior to 21 October 2005;
- a 64.14% premium to the VWAP of Danae Ordinary Shares for the three months prior to 21 October 2005; and
- a 48.93% premium to the VWAP of Danae Ordinary Shares for the six months prior to 21 October 2005.

3. **Potential strategic benefits**

Greenwich believes the Enlarged Group will have the following benefits:

- an experienced and recognised board, led by Robert Champion de Crespigny AC.
- the creation of a larger and more diversified pool of natural resources assets and opportunities.
- greater financial resources enabling the Enlarged Group to take advantage of investment opportunities and access to capital not currently available to any of Greenwich, Buka or Danae; and
- an enlarged shareholder base which should increase the volume of trading, and, due to the market size of the Enlarged Group, create greater potential for investor and analyst interest.

4. **The London Stock Exchange and Australian Stock Exchange**

The proposed new resources and resources investment business will be based in London, listed on the Official List and traded on the London Stock Exchange. The London Stock Exchange provides investors with the benefits of a highly efficient, transparent and well-regulated market whilst also giving the Enlarged Group access to one of the deepest pools of capital in the world to assist in continuing to develop and grow the business.

Greenwich also intends to make an application for a secondary listing on the Australian Stock Exchange.

5. **Continuing exposure**

Holders of Target Securities accepting the Offer in respect of their Target Securities will receive Greenwich Securities. This will give holders of Target Securities continued exposure (although diluted) to the further growth and development of the relevant Target's assets while having an opportunity to participate in the benefits arising from the creation of a larger and more diversified pool of natural resources, assets and opportunities.

6. **Increased volume of trading and interest**

Greenwich's status as a London Stock Exchange traded company with a secondary listing on the Australian Stock Exchange, should generate a greater volume of trading. Buka Shares and Danae Ordinary Shares have traditionally been lightly traded stocks with low liquidity levels, meaning that holders of Buka Shares and Danae Ordinary Shares have had a limited ability to trade their securities on market.

Assuming Greenwich acquires 100% of the Target Securities in each of Buka and Danae, the market capitalisation of the Enlarged Group on completion of the Merger, but prior to the Capital Raising and disregarding all options (other than Greenwich Class A Options the exercise of which is assumed), the Greenwich Convertible Preference Shares and the Convertible Loans, will be approximately A\$128.6 million (based on the VWAP of Greenwich Shares on 19 October 2005 and 21 October 2005 of 2.30 pence and the Australian dollar/Sterling exchange rate of \$A1:£0.4236 on 21 October 2005).

Enhanced volume of trading and a larger market capitalisation are likely to attract greater interest from investors and analysts.

7. Reduction in Investment Risk

Holders of Target Securities accepting the Offer in respect of their Target Securities should benefit from the diversified portfolio of the Enlarged Group. With the addition of Danae and Buka's assets, Greenwich will have a portfolio of gold, copper and zinc assets and opportunities in countries such as Australia, Greece, Kazakhstan and Uzbekistan.

Bidder's Statement

In relation to off-market bids by Greenwich Resources plc

(Incorporated and registered in England and Wales under number 1862971)

to purchase all of your securities in

Buka Minerals Limited ABN 25 000 741 373

and

Danae Resources NL ABN 11 009 173 880

Buka's directors have unanimously recommended that you accept the Buka Offer (in the absence of a superior offer) of:

6.21 Greenwich Shares* for each Buka Share;
2.94 Greenwich Class A Options* and £0.0294 cash (payable on exercise) for each Buka Tranche 1 Option; and
5.65 Greenwich Class B Options* for each Buka Tranche 2 Option.

Danae's directors have unanimously recommended that you accept the Danae Offer (in the absence of a superior offer) of:

1.27 Greenwich Shares* for each Danae Ordinary Share;
16.70 Greenwich Shares* and 4.18 Greenwich Convertible Preference Shares* for each Danae Class A Preference Share;
16.70 Greenwich Shares* and 4.18 Greenwich Convertible Preference Shares* for each Danae Class B Preference Share; and
A\$0.00001 cash for each Danae Option.

*It is proposed that each Greenwich Share currently on issue be consolidated on a 1 for 30 basis. These numbers reflect the number of Greenwich Shares prior to the Consolidation. The effect of the Consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.

Corporate Directory

Greenwich Resources plc

1 Mathon Place
Mathon
Malvern
Worcestershire WR13 5NZ
England

Current Directors of Greenwich

John Anthony Corcoran - Non-Executive Chairman¹
Peter Sinclair Bridges - Chief Executive¹
Stephen Lawrey Phipps - Non-Executive
John Graham Bovard - Non-Executive
Donald Patrick Lewis - Non-Executive
Paul Bradley Mihalop - Non-Executive¹

Proposed new Directors of Greenwich²

Robert James Champion de Crespigny AC – Executive Chairman
John Richards - Executive Director
Mark Howard Carnegie - Non-Executive
Robert John McDonald - Non-Executive
Ronald Joseph Walker AC CBE - Alternate³

Company Secretary

William Hampton

Auditor

Grant Thornton UK LLP
Grant Thornton House
Melton Street
Euston Square
London NW1 2EP
England

Australian Legal Advisers

Deacons
Goldfields House
1 Alfred Street
Circular Quay
Sydney, NSW 2000

English Legal Advisers

Cobbetts LLP
One Colmore Square
Birmingham
B4 6AJ
England

Share Registry

Registries Limited

Level 2, 28 Margaret Street
Sydney NSW 2000
or
Reply Paid 67
Royal Exchange
NSW 1224

Notes:

1. It is proposed that Messrs Corcoran, Bridges and Mihalop will resign from the Board upon completion of the Merger. John Bovard, Don Lewis and Stephen Phipps will remain on the Board.
2. Proposed to be appointed to the Board upon completion of the Merger.
3. Proposed alternate director for Mr Robert Champion de Crespigny.

DEFINITIONS

Terms with a capital letter used in this Bidder's Statement are defined in Section 17.

SECTION 1 - LETTER FROM THE INDEPENDENT DIRECTORS OF GREENWICH

1 March 2006

Dear holders of Target Securities,

On 27 October 2005 (Sydney time), Greenwich, Buka and Danae announced a proposed merger of the three companies to create a new resources and resource investment business based in London. Following on from that announcement, on behalf of the directors of Greenwich, we are pleased to make this offer to you to acquire all your securities in Buka and/or Danae as the case may be.

Based on the Volume Weighted Average Price (**VWAP**) of Greenwich Shares on the Official List on 19 October 2005 and 21 October 2005 (the last two trading days on which Greenwich Shares were traded preceding the announcement that Greenwich was in talks with Buka and Danae) and the Australian dollar/Sterling exchange rate of A\$1:£0.4236 on 21 October 2005 the Offers value Buka Shares at A\$0.338 and Danae Ordinary Shares at A\$0.069 representing a premium to the market price for Buka Shares of 29.96% and a premium to the market price for Danae Ordinary Shares of 38.21% over the closing prices of Buka Shares and Danae Ordinary Shares on 21 October 2005. The Offers value your Buka Tranche 1 Options at A\$0.160, your Buka Tranche 2 Options at A\$0.138, your Danae Class A and Class B Preference Shares at A\$0.908 and your Danae Options nominally*.

Greenwich believes the Enlarged Group will have the following benefits:

- an experienced and recognised new board of directors;
- greater financial resources enabling the Enlarged Group to take advantage of investment opportunities and access to capital not currently available to Greenwich; and
- an enlarged shareholder base which should increase volume of trading, and, due to the market size of the Enlarged Group, create potential for investor and analyst interest.

Importantly, as the Offer consideration is predominantly Greenwich Securities, Buka and Danae security holders will own a significant share of the Enlarged Group and will be able to participate in the benefits arising from a larger and more diversified pool of natural resources, assets and opportunities.

The Buka directors have unanimously recommended that you accept the Buka Offers in the absence of a superior offer.

The Danae directors have unanimously recommended that you accept the Danae Offer in the absence of a superior offer.

We encourage you to consider this document carefully and accept our Offer.

Yours sincerely



Peter Bridges
Chief Executive



Stephen Phipps
Non-executive Director



Paul Mihalop
Non-executive Director

* On the basis set out in Note 1 on page i of this booklet.

SECTION 2 - IMPORTANT NOTICES

2.1 Important Notices

This Bidder's Statement is dated 1 March 2006 and is given by Greenwich, to each of Buka and Danae under Part 6.5 of the Corporations Act. It was lodged with ASIC on the same date. Neither ASIC nor ASX takes any responsibility for the content of this Bidder's Statement.

2.2 Inter-conditionality of Offers

This Bidder's Statement is issued in respect of the Offers for both the Buka Securities and the Danae Securities. These Offers are inter-conditional. That is, it is a condition of each of the Buka Offers that the Danae Offers become unconditional, and it is a condition of each of the Danae Offers that the Buka Offers become unconditional. Greenwich will not waive this condition of the Buka Offers and Danae Offers. Please refer to Section 15 for the terms and conditions of the Buka Offers and Section 16 for the terms and conditions of the Danae Offers.

Relevance of Buka Information to holders of Danae Securities

The information in this Bidder's Statement in relation to Buka and the terms and conditions of the Buka Offers will be relevant to holders of Danae Securities because they will become holders of securities in Greenwich if they accept the Offer in respect of their Target Securities and the Offer becomes unconditional. As such, they will have an interest in the assets currently owned by Buka. If holders of Buka Securities accept the Buka Offers and the conditions of the Buka Offers are satisfied or waived by Greenwich, Greenwich will become a holder of securities in Buka.

Relevance of Danae Information to holders of Buka Securities

The information in this Bidder's Statement in relation to Danae and the terms and conditions of the Danae Offers will be relevant to holders of Buka Securities because they will become holders of securities in Greenwich if they accept the Offer in respect of their Target Securities and the Offer becomes unconditional. As such, they will have an interest in the assets of Danae. If holders of Danae Securities accept the Danae Offers and the conditions of the Danae Offers are satisfied or waived by Greenwich, Greenwich will become a holder of securities in Danae.

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SECTION 3 - SUMMARY OF THE OFFERS AND HOW TO ACCEPT

Buka Offers

Greenwich offers to buy each of your:

Buka Shares for 6.21 Greenwich Shares* on the terms set out in Part 1 of Section 15;

Buka Tranche 1 Options for 2.94 Greenwich Class A Options* and £0.0294 cash (payable on exercise of the Greenwich Class A Options) on the terms set out in Part 2 of Section 15; and

Buka Tranche 2 Options for 5.65 Greenwich Class B Options* on the terms set out in Part 3 of Section 15.

Danae Offers

Greenwich offers to buy each of your:

Danae Ordinary Shares for 1.27 Greenwich Shares* on the terms set out in Part 1 of Section 16;

Danae Class A Preference Shares for 16.70 Greenwich Shares* and 4.18 Greenwich Convertible Preference Shares* on the terms set out in Part 2 of Section 16;

Danae Class B Preference Shares for 16.70 Greenwich Shares* and 4.18 Greenwich Convertible Preference Shares* on the terms set out in Part 3 of Section 16; and

Danae Options for A\$0.00001 cash on the terms set out in Part 4 of Section 16.

*It is proposed that each Greenwich Share currently on issue be consolidated on a 1 for 30 basis. These numbers reflect the numbers of Greenwich Securities prior to the Consolidation. The effect of the Consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.

Securities to which the Offers relate

The Offers are made in respect of Target Securities that exist or will exist as at 9.00am (Sydney time) on 1 March 2006 and also relates to Target Securities that are issued during the period from the relevant Record Date to the end of the relevant Offer Period due to the exercise of Target Options.

Opening Date of Offers

The Offers open on 1 March 2006.

Closing Date of Offers

Unless the Offers are extended, acceptances for the Offers close at 7.00pm (Sydney time) on 7 April 2006.

Expected date of payment to holders of Target Securities who accept the Offer*

If you accept the Offer in respect of your Target Securities you will receive your consideration within 1 month after the later of the date you accept and the date the Offer becomes, or is declared, unconditional and, in any event, no later than 21 days after the Closing Date.

Brokerage and duty

You will not pay any brokerage or duty if you accept the Offer.

Buka Offers - Conditions	<p>The Buka Offers are conditional on the events specified in Section 15 of this Bidder's Statement, which include (amongst other conditions):</p> <ul style="list-style-type: none"> • Minimum acceptance of 90% in respect of the Offer for the Buka Shares; • Minimum acceptance of 100% in respect of the Offers for the Buka Tranche 1 Options and the Buka Tranche 2 Options; • The Danae Offers becoming unconditional (Greenwich will not waive this condition); and • Approval from Greenwich's shareholders. 		
Danae Offers - Conditions	<p>The Danae Offers are conditional on the events specified in Section 16 of this Bidder's Statement, which include (amongst other conditions):</p> <ul style="list-style-type: none"> • Minimum acceptance of 90% in respect of the Offer for the Danae Ordinary Shares; • Minimum acceptance of 100% in respect of the Offers for the Danae Class A Preference Shares, Danae Class B Preference Shares and Danae Options; • The Buka Offers becoming unconditional (Greenwich will not waive this condition); and • Approval from Greenwich's shareholders. 		
<p>How to accept the Offer in respect of your:</p> <p>Buka Shares and/or Danae Ordinary Shares</p>	<table border="0"> <tr> <td data-bbox="539 1084 963 1330"> <p>If your Buka Shares and/or Danae Ordinary Shares are on an issuer sponsored sub register:</p> <p>If your Buka Shares and/or Danae Ordinary Shares are in a CHESS Holding:</p> </td><td data-bbox="986 1084 1410 1731"> <p>Return a completed and signed Acceptance Form to the address indicated in the form before the Offer closes.</p> <p>Either:</p> <ul style="list-style-type: none"> • Instruct your broker or Controlling Participant to accept the Offer on your behalf, before the relevant Offer closes; or • Return a completed and signed Acceptance Form to the address indicated in the form. <p>If you are a Participant:</p> <p>Initiate acceptance of the Offer in accordance with rule 14.4 of the ASTC Settlement Rules before the Offer closes.</p> </td></tr> </table>	<p>If your Buka Shares and/or Danae Ordinary Shares are on an issuer sponsored sub register:</p> <p>If your Buka Shares and/or Danae Ordinary Shares are in a CHESS Holding:</p>	<p>Return a completed and signed Acceptance Form to the address indicated in the form before the Offer closes.</p> <p>Either:</p> <ul style="list-style-type: none"> • Instruct your broker or Controlling Participant to accept the Offer on your behalf, before the relevant Offer closes; or • Return a completed and signed Acceptance Form to the address indicated in the form. <p>If you are a Participant:</p> <p>Initiate acceptance of the Offer in accordance with rule 14.4 of the ASTC Settlement Rules before the Offer closes.</p>
<p>If your Buka Shares and/or Danae Ordinary Shares are on an issuer sponsored sub register:</p> <p>If your Buka Shares and/or Danae Ordinary Shares are in a CHESS Holding:</p>	<p>Return a completed and signed Acceptance Form to the address indicated in the form before the Offer closes.</p> <p>Either:</p> <ul style="list-style-type: none"> • Instruct your broker or Controlling Participant to accept the Offer on your behalf, before the relevant Offer closes; or • Return a completed and signed Acceptance Form to the address indicated in the form. <p>If you are a Participant:</p> <p>Initiate acceptance of the Offer in accordance with rule 14.4 of the ASTC Settlement Rules before the Offer closes.</p>		

How to accept the Offer in respect of your:

Buka Tranche 1 Options

Buka Tranche 2 Options

Danae Class A Preference Shares

Danae Class B Preference Shares

Danae Options

Return a completed and signed Acceptance Form to the address indicated in the form before the Offer closes.

The information in this Section is a summary of the Offers only. You should read it in conjunction with the remainder of this Bidder's Statement.

SECTION 4 - OVERVIEW OF THE ENLARGED GROUP

4.1 Overview of the Enlarged Group

(1) Introduction

The proposed merger of Greenwich, Buka and Danae will create a new resource and resource investment business based in London. Greenwich believes that this transaction will transform Greenwich and provide it with a platform for growth through its increased size, management strength, opportunities and diversity of assets.

In conjunction with the Merger, Greenwich is proposing to raise at least £15 million, before expenses and any drawdown of the Convertible Loans by way of an underwritten (to the extent that commitments to subscribe are procured) Placing and Open Offer, conditional on completion of the Merger.

(2) Background to and reasons for the Merger

Greenwich is essentially a single asset company, focused on delivery of the Sappes Gold Project in Greece. Delays in the permitting of the Sappes Gold Project have had a major impact on Greenwich and its share price and progress towards development of a mine at Sappes continues to be slow with no clear end in sight. For some time the Greenwich Board has been considering means of diversifying the company's asset base to reduce its reliance on Sappes and to increase the prospect of near term returns to shareholders.

The board of Greenwich believes that a new business plan and the impetus of a restructured board and management team is required to provide the necessary diversification and deliver value for Greenwich shareholders. Without such fundamental change, Greenwich shareholders face an uncertain future.

Danae, as Greenwich's major shareholder, has also suffered, both from delays at Sappes and from delays and uncertainty in respect of progressing the agreements necessary to secure its own rights in relation to the Zarmitan Gold Project opportunity in Uzbekistan. Danae's board has likewise been searching for diversifying transactions, while recognising the lack of liquidity in its capital structure.

The Board of Greenwich believes that a merger with Buka and Danae, and the addition of a number of Buka directors and the Buka management team provides the necessary diversification and impetus to create future value for their respective shareholders including by realising the potential value in their existing assets.

Buka invests in, and provides finance for, companies and projects in the natural resources industry. To date, Buka's investments have focused on Australian-based companies whose assets include gold production and exploration (Buka Gold), copper mine development (CopperCo) and mineral sands production (Iluka). Buka also holds a direct 25% interest in a zinc/lead/silver development project (Lady Loretta), which is at the feasibility stage.

Buka's board has been considering a shift from Australia to the United Kingdom to access the deeper and broader resource finance market in London and to gain improved access to the greater resource industry transaction flow present in London as it seeks to increase its scale and to diversify its asset base beyond Australia.

Greenwich believes that the Merger will address these issues and bring a number of benefits to the shareholders of Greenwich, Buka and Danae. It believes that these benefits include:

- an experienced and recognised Board, led by Robert Champion de Crespigny AC;
- the creation of a larger and more diversified pool of natural resources assets and opportunities;
- greater financial resources enabling the Enlarged Group to take advantage of investment opportunities and access to capital not currently available to Greenwich; and
- an enlarged shareholder base which should increase the volume of trading, and, due to the market size of the Enlarged Group, create greater potential for investor and analyst interest.

4.2 Strategy of the Enlarged Group

The Enlarged Group intends to maximise the value of its undeveloped assets, acquire further resource assets and, if suitable targets and appropriate management skills can be sourced, further develop the resource investment business of Buka.

4.3 Existing Assets and Opportunities of the Enlarged Group

(1) Sappes Gold Project

Greenwich intends to continue to pursue all necessary permits and agreements to realise the value of its interest in the Sappes Gold Project. If permitting can be achieved, planned production from the Sappes Gold Project is anticipated to be at the rate of approximately 100,000 ounces of gold per annum at competitive operating costs for an initial 4-5 year life. Greenwich is encouraged by the recent permitting of the Stratoni operation of AIM-quoted European Goldfields Limited. Refer to Section 5.2(3) for further information in relation to the Sappes Gold Project.

(2) Buka Gold

Greenwich will seek to work with Buka Gold's board and management to expand Buka Gold's activities beyond its Gympie base and to participate in the consolidation process it expects to occur in the domestically-owned component of the Australian gold industry, which consists predominantly of single mine companies carrying the attendant risks associated with reliance on a single asset. Refer to Section 5.2(4) for further information in relation to Buka Gold.

(3) Lady Loretta

Buka considers that the substantial high grade zinc resource at Lady Loretta (17.0% zinc and 5.9% lead) suggests that the project has the potential to be a significant source of new zinc production. Conditions in the world zinc market have improved considerably over the past 18 months, prompting the joint venture partners to move towards development of the project. Refer to Section 5.2(5) for further information in relation to Lady Loretta.

(4) Vostok Copper Project

Danae is pursuing an earn-in proposal with a major mining company and hopes to complete this process before the end of March 2006. The introduction of a partner would allow an acceleration of exploration and development studies at the Vostok Copper Project, which hosts significant chalcocite and oxide copper mineralisation. On completion of the Merger Greenwich intends to continue to pursue this strategy. Refer to Section 5.2(8) for further information in relation to the Vostok Copper Project.

(5) Zarmitan Gold Project

Although Danae, in conjunction with MP Mining, its largest shareholder, has been endeavouring to conclude agreements necessary to secure rights for a 50% interest in the Zarmitan Gold Project opportunity for some years, the process of negotiating such agreements has proved difficult with no successful outcome to date. Upon completion of the Merger, of Greenwich will continue efforts to this end.

Refer to Section 5.2(9) for further information in relation to the Zarmitan Gold Project.

4.4 New business

Greenwich intends to look for new investments in the international resources industry, both related to and unrelated to existing activities. Greenwich intends to seek to make such investments in areas where the expertise and knowledge of its board and management or the ownership of related assets offers the potential to add or create value. Greenwich intends to seek to acquire both direct and indirect interests in resources assets.

4.5 Value

The value of the Offer for each Target Security (calculated on the basis set out on page i of this booklet) implies a total value for the Offers of approximately A\$107 million (£45.2 million) and a market capitalisation of Greenwich on completion of the Merger but prior to the Placing and Open Offer (and disregarding all options other than Greenwich Class A Options the exercise of which is assumed, the Convertible Redeemable Preference Shares and the Convertible Loans), of approximately \$A128.6 (£54.5 million) (based on the VWAP of Greenwich Shares on 19 October 2005 and 21 October 2005 of 2.30 pence and the Australian dollar/Sterling exchange rate of A\$1:£0.4236 on 21 October 2005).

Based on the VWAP of Greenwich Shares on the Official List of the UKLA (2.30 pence) on 19 October 2005 and 21 October 2005 (the last two days on which Greenwich Shares traded preceding the announcement that Greenwich was in talks with Buka and Danae), and the facts set out in paragraph 1 on page i of this booklet, the value of the Offer for the Buka Shares is approximately \$A63.4 million and for the Danae Ordinary Shares approximately \$A5.56 million. The balance of the implied value for the Offers is comprised of consideration for the Buka Tranche 1 Options (approximately \$A8.0 million), the Buka Tranche 2 Options (approximately \$A6.9 million), the Danae Class A and Class B Preference Shares (approximately \$A23.5 million)¹ and Danae Options (A\$285).

As can be seen from the unaudited pro-forma balance sheet in Section 5.3(1) of this Bidder's Statement, the Enlarged Group will have assets with a net book value of A\$100 million, including cash of approximately A\$45.6 million (including funds raised under the Capital Raising). Greenwich believes that the initial portfolio of assets and opportunities owned or potentially available to the Enlarged Group may have additional potential value if the new

¹ On the basis set out in pages i and ii.

Board can successfully unlock such value from the stalled opportunities or assets within the Enlarged Group and introduce new projects and opportunities on favourable terms.

Greenwich Shares were temporarily suspended from trading from 9:05am on 24 October 2005 (London time) pending the issue of a prospectus to Greenwich shareholders in relation to the Merger and Capital Raising. It is expected that the suspension of the listing of the Greenwich Shares will be lifted on the first trading day immediately after publication of the prospectus, which is expected to be in early March 2006. Holders of Target Securities should note that the implied value of the Offers in this booklet may be reduced if Greenwich Shares do not recommence trading at their pre-suspension trading price.

Holders of Target Securities should also note that Greenwich proposes to undertake the Capital Raising. The amount to be raised and the issue price per Greenwich Share under the Capital Raising has not yet been determined and may impact on the implied value of the Offers.

Further details of the current assets and opportunities within the Enlarged Group are contained in Section 5.2.

4.6 Current trading and prospects

(1) Greenwich

For the twelve months ended 30 September 2005, the Greenwich Group reported a loss on ordinary activities before taxation of £1.9 million (approximately \$A4.4 million) and had as at that date net assets of £9.8 million (approximately \$A22.7 million). The results of the Group for the year ended 30 September 2005 are set out in Annexure A.

Expenditure on the Sappes Gold Project has continued pending approval of the project by a Joint Ministerial Decision. In the absence of the Merger, the immediate prospects of the Group depend on this approval being obtained as a first step. Greenwich's Board is mindful of the carrying value of the project, which is currently £10.0 million (approximately \$A23.2 million), and will continue to monitor and review this value on an on-going basis.

If the Merger does not proceed Greenwich faces an uncertain future. Although the Loan Stock held by Danae matures on 31 July 2006 and it appears likely that it will be converted into Greenwich Shares, Greenwich cannot rely upon this. Further, Greenwich will be liable for some £355,000, being approximately one-third of the abortive costs in relation to the Merger (including VAT). Greenwich's limited cash reserves, coupled with the currently depressed value of its investment in Desire, would be inadequate to redeem the Loan Stock and leave Greenwich with a secure working capital position. Accordingly, if the Merger does not proceed (and the Loan Stock is required to be redeemed), Greenwich may have to put in place alternative financing within 12 months which, given the status of the Sappes Gold Project, would almost certainly need to be through a heavily diluted share issue.

The value of Greenwich's shareholding in Desire has varied in line with the variation in the value of Desire shares. A number of disposals of Desire shares have taken place in order for Greenwich to maintain sufficient levels of working capital.

There has been no other significant change in the financial or trading position of the Greenwich Group since the preliminary financial accounts published for the 12-month period ended 30 September 2005.

(2) **Buka**

Since 30 June 2005 Buka has:

- acquired from Investec, its interests in the Gympie Gold debt and GEM (shareholder loans and equity) as at 31 July 2005. The consideration for which was the issue of 21,619,489 Buka Shares;
- acquired from Mizuho, its interest in GEM (shareholder loans and equity) as at 31 July 2005 by the transfer of Buka's expanded Gympie Gold debt interest (including that acquired from Investec) with the balance of the purchase consideration paid through an issue of 27,325,798 Buka Shares.
- entered into and completed an agreement pursuant to which, Buka transferred its shareholder loans and equity in GEM to Buka Gold and nominated Buka Gold to receive the interests in GEM to be acquired from Investec and Mizuho. The consideration was satisfied by the issue of 33,730,000 shares in Buka Gold; and
- completed the listing of Buka Gold on the ASX.

Following the listing and an associated capital raising which raised A\$12 million, Buka holds 58.4% of Buka Gold's issued capital.

On 16 December 2005 and 16 January 2006, Buka Gold released announcements to ASX relating to the impact of operating losses in the three months to November 2005 and the measures it put in place to restructure those operations to avoid future operating losses. A copy of these announcements is set out in Annexure G.

Greenwich is not aware of any other significant change in the financial or trading position of the Buka Group since the audited financial accounts published for the 6-month period ended 31 December 2005.

(3) **Danae**

Since 30 June 2005 Danae has been endeavouring to attract a suitable partner to the Vostok Copper Project to allow the project to continue to advance in accordance with the contract for exploration with the Government of Kazakhstan signed on 17 September 2003. On 31 January 2006, Danae released an announcement that such a partner has been identified, terms agreed in principle and detailed due diligence completed in the December quarter. Draft agreements have been circulated for review and Danae has indicated that it is optimistic that formal agreement will be reached in the March quarter such that the project may ultimately realise its potential value.

The main exploration activity undertaken on the Vostok Copper Project since 30 June 2005 was the finalisation of the 2005 drilling program at the Vostok 3 Prospect. This comprised:

- Completion of 10 diamond drill holes for a total drilling programme of 3,266 metres including 2,111 of NQ core. Core for the drilling program has been geologically logged and transferred for sample preparation.
- Demobilisation of the drilling equipment and completion of site rehabilitation activities.

The data from geological logging of the core indicates that the oxide and supergene copper mineralisation is distributed as expected from the 2004 drilling program. Danae has not yet received assay data for any of the sections drilled in 2005.

Since 30 June 2005, Danae has also continued discussions with potential partners in respect of the Zarmitan Gold Project opportunity who have wide experience in implementing projects in Uzbekistan. These discussions have taken place, however, in an atmosphere of increasingly strained relations between Uzbekistan and western governments and a generally worsening environment for proposed mining ventures in a number of former Soviet states. On 31 January 2006, Danae released an announcement advising that it continues to await a formal response from the Government of the Republic of Uzbekistan as to Danae's future involvement in the project and it now appears that there will need to be clear Government direction in order to progress the proposed joint venture between Danae and the two Uzbek government owned entities – Navoi Mining and Metallurgical Combinate (**Navoi**) and Goscomgeologia (the Uzbek State Geological Agency) – as negotiations with these entities have stalled and in the current environment these entities are unlikely to be willing to re-commence negotiations in the absence of direction from Government reinforcing Decree 687-f.

The Danae announcement advised that it had decided to adopt a more conservative accounting approach for the project consistent with that proposed to be adopted by Greenwich and fully provide against the carrying value of its Uzbekistan mineral activities. This will in no way reduce Danae's endeavours to progress the joint venture opportunity and Greenwich will continue efforts to this end should the Merger proceed as proposed.

Greenwich is not aware of any significant change in the financial or trading position of the Danae Group since the audited financial accounts published for the 6-month period ended 31 December 2005.

4.7 Dividend policy

None of Greenwich, Buka or Danae has paid dividends in recent years. Given the status of the Enlarged Group's assets and opportunities, Greenwich anticipates that, for the foreseeable future, earnings generated by the Enlarged Group, if any, will not be distributed to Greenwich Shareholders as dividends but will be retained for the benefit of the Enlarged Group. Greenwich anticipates that the Enlarged Group's new board will consider an appropriate dividend policy at such a time as the Enlarged Group is generating reliable operating profits.

4.8 Greenwich Share and Option Consolidation

In view of the large number of Greenwich Shares that will be in issue following the completion of the Merger and the Capital Raising, the board will seek shareholder approval at an extraordinary general meeting, expected to be held in late March 2006, some three weeks following publication of a prospectus in relation to the Merger and Capital Raising, that the ordinary shares of 1 penny be consolidated into ordinary shares of 30 pence on a 1 for 30 basis (i.e. each holding of 30 Greenwich Shares will be consolidated into 1 Greenwich Share). Greenwich Convertible Preference Shares are to be issued under the Danae Offer and are also to be consolidated on the same basis. This consolidation is proposed to take place with effect from the Offers becoming unconditional. If the Offers become unconditional, holders of Greenwich Shares and Greenwich Convertible Preference Shares with a par value of 30 pence will be issued in connection with the Merger (instead of shares of 1 penny par value) as a result of the Consolidation and holders will receive share certificates for the amount of Greenwich Shares calculated having regard to the Consolidation.

Fractional entitlements will be rounded down and any resulting fractions from the consolidation will be ignored.

The effect of the Consolidation of the Greenwich Shares on the Greenwich Securities to be issued to holders of Buka Securities under the Buka Offers will be such that holders of Buka Securities will receive:

- 0.207 Greenwich Share for each Buka Share, being the number of Greenwich Shares into which 6.21 Greenwich Shares will be consolidated;
- 2.94 Greenwich Class A Options with an exercise price of 1 pence and £0.0294 cash (payable by Greenwich on exercise) for each Buka Tranche 1 Option convertible into 0.0333 Greenwich Shares per Option being the adjusted number of Greenwich Shares into which those securities convert following the Consolidation; and
- 5.65 Greenwich Class B Options with an exercise price of 1.68 pence for each Buka Tranche 2 Option, convertible into 0.0333 Greenwich Shares per option, being the adjusted number of Greenwich Shares into which those Options convert following the Consolidation.

The effect of the Consolidation of the Greenwich Shares on the Greenwich Securities to be issued to holders of Danae Securities under the Danae Offers will be such that holders of Danae Securities will receive:

- 0.0423 Greenwich Shares for each Danae Ordinary Share, being the number of Greenwich Shares into which 1.27 Greenwich Shares will be consolidated;
- 0.5567 Greenwich Shares and 0.1393 Greenwich Convertible Preference Shares for each Danae Class A Preference Share, being the number of Greenwich Shares and Greenwich Convertible Preference Shares into which 16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares will be respectively consolidated;
- 0.5567 Greenwich Shares and 0.1393 Greenwich Convertible Preference Shares for each Danae Class B Preference Share; and
- A\$0.00001 for each Danae Option.

SECTION 5 - EFFECT OF MERGER ON GREENWICH

5.1 General effect of Merger on Greenwich

The following Section provides a general overview of Greenwich assuming that it acquires 100% of the Target Securities (that is, the Enlarged Group). The Offers are currently subject to (amongst other things) 90% minimum acceptance conditions in respect of the Buka Shares and the Danae Ordinary Shares, and 100% minimum acceptance conditions in respect of the other Target Securities. Whilst Greenwich has the right to waive the conditions, many of the advantages of the Offers will not be achieved if Greenwich does not acquire 100% and this is not Greenwich's preferred outcome.

Should Greenwich waive the minimum acceptance condition in respect of any of the Target Securities, it may become a holder of those Target Securities, but may not become the holder of all the Target Securities in the relevant company. The Targets will however become subsidiaries of Greenwich because Greenwich will not waive the 90% minimum acceptance conditions in respect of the Buka Shares and the Danae Ordinary Shares or the 100% minimum acceptance conditions in respect of the Buka Tranche 1 Options and Buka Tranche 2 Options, unless it has received acceptances in respect of at least 50% of each class of those Target Securities. Greenwich will not waive the minimum acceptance conditions in respect of the Danae Class A and Class B Preference Shares. The extent of the effect on Greenwich in those circumstances, including the effect on its balance sheet and market capitalisation, will depend on the level of acceptances of the Offers by holders of Target Securities.

5.2 Description of Assets and Opportunities of the Enlarged Group

(1) Introduction

The Enlarged Group will own or have available to it a variety of natural resources assets and opportunities upon completion of the Merger. As can be seen from the pro-forma statement of net assets in Section 5.3(1) of this Bidder's Statement, the Enlarged Group will have assets with a net book value of A\$100 million, including cash of approximately A\$45.6 million (including funds raised under the Capital Raising).

Greenwich believes that the initial portfolio of assets and opportunities owned or potentially available to the Enlarged Group may have additional potential value if the new Board can successfully unlock stalled opportunities or assets within the Enlarged Group and introduce new projects and opportunities on favourable terms.

If Greenwich acquires some, but not all of the securities in Buka and/or Danae pursuant to the Offers, it will become a holder of securities in those companies, but they will become subsidiaries of Greenwich and Greenwich will control them.

As a guide, the table in Section 5.2(2) gives information on these assets, including type of project, percentage ownership and net book value of each asset contained in the last preliminary accounts of Greenwich, Buka or Danae as at 30 September 2005 and 31 December 2005 respectively.

The risks associated with each of the assets, as well as the more general risks to which the assets are subject, are set out in detail in the Section 10. This Section 5.2 must be read in conjunction with the risk factors set out in Section 10.

(2) **Enlarged Group significant assets**

If Greenwich acquires 100% of the Target Securities, the Enlarged Group will hold the assets summarised in the table below, and more particularly described in Sections 5.2(3) to 5.2(9) inclusive. If Greenwich acquires less than 100% of the Target Securities in either of Buka or Danae, it will acquire an interest in the assets held by the relevant company through the securities it acquires pursuant to the Offers.

Asset	Description	Percentage owned	Net Book Value (A\$ Million)	Net Book Value (£ Million)
Controlled Assets				
Sappes Gold Project	Undeveloped gold deposit	100.0%	23.2 ¹	10.0 ¹
Buka Gold	Owner of the Gympie goldfield in Queensland, Australia	58.4%	8 ²	3.3 ²
Vostok Copper Project	Undeveloped copper project	100.0%	3.1 ²	1.3 ²
Other assets				
Lady Loretta	Undeveloped zinc, lead and silver deposit	25.0%	6.7 ²	2.8 ²
Iluka Resources	Producer of zircon and titanium feedstocks	0.33%	3.6 ²	1.4 ²
CopperCo	Owner of an undeveloped copper project	15.6%	5.9 ²	2.5 ²
Desire	Oil and gas interests in the North Falkland Basin	2.3%	3.8 ¹	1.6 ¹

Notes:

¹ UK GAAP

² Australian IFRS

(3) **Sappes Gold Project**

The main focus of the Greenwich Group's activities is the Sappes Gold Project, in north-eastern Greece. The project has stalled due to the necessary permits not having been obtained. The permitting process and its application to the project is set out in detail below.

The Sappes Gold Project consists of the proposed development of an underground gold mine on the high-grade Viper orebody at a depth varying between 200 to 250 metres and a shallow open pit on the near-surface St Demetrios orebody. The outline, grade and internal characteristics of these two orebodies have been defined by diamond and reverse circulation drilling over recent years. The Sappes Gold Project comprises Mining Lease ML850 (approximately 20 square kilometres in area) and three adjacent exploration licences covering approximately 30 square kilometres. The lease is held by the Group's wholly-owned Greek subsidiary, Thrace. The remaining term of the lease is approximately 18 years renewable every 5 years at the sole discretion of Thrace.

A feasibility study carried out by Greenwich in 2001, and updated in 2003, demonstrated that the Mineral Reserves and Resources within the Sappes Gold Project Mining Lease could be exploited profitably and it has defined in detail the

techniques and processes required to extract ore from the mines and recover gold and a saleable gold-copper concentrate.

Planned production from the mine, subject to completion of the permitting process, is at the rate of approximately 100,000 ounces of gold per annum at competitive operating costs for an initial 4-5 year life.

Ore processing would take place on-site, using gravity and flotation only, to produce a copper concentrate with very high grades of contained gold. The concentrate would be exported to a smelter where copper and gold would be recovered for sale. Gravity concentrates would be processed on-site to produce doré gold for sale to a refiner.

Cyanidation of flotation tailings has been excluded from the gold recovery process, recognizing community concerns in north-eastern Greece. Despite this exclusion, the feasibility study, incorporating a comprehensive financial model, demonstrated that the project remained financially robust.

The permit granted to Thrace to enable it to access the land to carry out its exploration activities specified associated remedial works which have not yet been carried out. Greenwich estimates the total cost of the remedial works (essentially replanting of seedlings) are unlikely to exceed £100,000.

Resources and Reserves

The Mineral Resource estimate reported in Table 1 below comprises material from the Viper, St Demetrios and Scarp deposits.

The Ore Reserve estimate reported in Table 2 below comprises material from Viper and St Demetrios only.

The information on Mineral Resources for Viper, Scarp and St Demetrios and on Ore Reserves for St Demetrios was prepared by Barry John Goss FAusIMM CPMAN, a Fellow of the Australian Institute of Mining and Metallurgy who has 33 years experience in the minerals industry. Mr Goss was a full time employee of Danae, the manager of the Sappes Project at the time of estimation of the mineral resources.

Ore Reserves quoted for the Viper orebody were estimated by Peter Balka, who was at that time a full-time employee of Australian Mining Consultants Pty Ltd of Melbourne, Australia and are based on a 9g/t gold cut-off grade.

Mr Goss and Mr Balka have sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the estimation of mineral resources (Mr Goss) and ore reserves (Mr Goss and Mr Balka) to qualify as Competent Persons as defined in the 2004 Edition of the Australasian Code for Reporting and Exploration Results, Mineral Resources and Ore Reserves (**JORC Code**). Mr Goss has consented to the inclusion in the report of the matters based on his information in the form and context in which it appears. As Mr Balka is no longer employed by AMC, Mr Malcolm Dorricott, who co-authored the 2003 AMC report on Viper and who is familiar with Mr Balka's reserve estimate for Viper, has consented to the inclusion of the matters based on Mr Balka's information in the form and context in which it appears.

The Mineral Resource estimate for Viper, St Demetrios and Scarp and the Ore Reserve estimate for Viper and St Demetrios have been audited by SRK.

The gold cut-off grade used for the Viper Resource calculation is 4 g/t gold whereas that for the St Demetrios Resource and Reserve calculations is 1 g/t gold. An updated initial capital cost estimate for Viper is US\$40.6 million, along with an updated ongoing capital cost estimate of US\$5.2 million.

Table 1. Sappes Gold Project – Mineral Resource Estimate (JORC Code)

Classification	Tonnes	Gold Grade (g/t)	Copper Grade (%)	Silver Grade (g/t)
Viper				
Measured	711,000	22.2	0.41	11.5
Indicated	278,000	19.5	0.35	9.0
St Demetrios				
Measured	730,000	3.5	-	3.2
Indicated	46,000	2.6	-	2.8
Scarp				
Measured	818,000	2.2	-	1.5
Indicated	48,000	1.7	-	1.1
Total	2,631,000	9.8	0.29	5.5

Table 2. Sappes Gold Project – Ore Reserve Estimate (JORC Code)

Classification	Tonnes	Gold Grade (g/t)	Copper Grade (%)	Silver Grade (g/t)
Viper				
Probable	801,000	21.5	0.36	9.9
St Demetrios				
Proved	239,000	3.5	-	5.2
Probable	25,000	3.6	-	4.4
Total	264,000	3.5	-	5.1
Grand Total	1,065,000	17.0	0.27	8.7

The Resource and Reserve classification above is in accordance with the JORC Code, which sets out minimum standards, recommendations and guidelines for public reporting of exploration results, Mineral Resources and Ore Reserves in Australasia. The JORC Code has been drawn up by the Joint Ore Reserves Committee of the Australasian Institute of Mining and Metallurgy, the Australian Institute of Geoscientists and the Minerals Council of Australia.

Permits and Approvals

Over recent years efforts have been directed towards activities designed to promote the Sappes Gold Project, its sustainability and the benefits that it will bring to the local economy. A key goal has been the need to win over local public opinion and gain support for the proposed mining venture. Success in these goals is essential in advancing the permitting processes in Greece.

The permitting process governing the Sappes Gold Project in Greece consists of a number of interrelated stages. The approval stage of the process consists of the submission and approval of:

- a Techno-Economic Study;
- a Pre-Approval Study (**PAS**); and
- an Environmental Impact Study (**EIS**).

This part of the process ends with the completion of a Joint Ministerial Decision (**JMD**) approving the EIS and stipulating a series of environmental terms which must be observed during the construction and operation of the Project.

The permitting process will then proceed to the implementation stage which consists of:

- a Construction Permit. This involves the preparation of a number of subsidiary studies and permits which once complete, culminate in the issue of a Construction Permit. The estimated time to complete these studies and to obtain the Construction Permit is 12-15 months; and
- an Operating Permit.

Once construction has been completed, the facilities will be inspected, a comparison will be made with the Construction Permit and the environmental terms of the JMD, and an Operating Permit will be issued once the relevant authorities have been satisfied as to compliance.

The legal background

Since 1986, the permitting process described above has been regulated by Law 1650/1986 and related Joint Ministerial Decisions 69269/5387/1990 and 75308/5512/1990 enacted for its application.

This legislative process was amended in April 2002 by the enactment of Law 3010/2002 and by several subsequent Joint Ministerial Decisions enacted in 2002-2003 to govern its application.

The permitting process for the Sappes Gold Project started in 1998 and has been governed by Law 1650/1986 in force at that time. This legislation continues to apply until completion of the process or until the process fails or is halted. Should the current process fail or halt, it can recommence with the submission of the appropriate application documentation under the current legislation.

A fundamental difference between the pre- and post-2002 legislation is that the latter does not require a PAS. It is replaced by a lower-key stage – the Preliminary Environmental Assessment and Evaluation (**PEAE**). The importance of this is that the

PEAE is not an administrative act or decision of the Ministry but an opinion expressed by the competent authority i.e. the Ministry. Consequently, it cannot be appealed or contested in Court.

Progress to date on the Sappes Gold Project permitting process

Progress on the Techno-Economic Study

A Techno-Economic Study on the Sappes Gold Project, submitted for approval to the Ministry of Development (**MoD**), was approved by Decision No. D8-A/F. 16.32./10415/15-07-1999 of the MoD in July 1999.

Progress on the pre-Approval Study

A PAS to define the location of various of the project facilities such as the processing plant and the tailings management facility was prepared and submitted to the Ministry of Environment (**MoE**) and approved by Decision No. 3330/391/10-02-2000 of the MoE in February 2000.

Following the above decision of the MoE, the Municipality of Sappes filed a petition with Registration no. 3233/12.05.2000 before the 5th Section of the Council of State (i.e. the Supreme Administrative Court of Greece or Conseil d'Etat) for the annulment of the said decision of the MoE and a series of other prior State Administrative Acts related to the project.

At the same time, the Municipalities of Maronia, Arrianon & Filliras in the Prefecture of Rhodopi, together with other associations and local residents filed a similar petition (Registration no. 3542/26.05.2000) before same section of the Conseil d'Etat for the annulment of the same MoE decision and related acts.

Consequently, Thrace filed petitions with file numbers 2513/13.05.2002 and 2514/13.05.2002 in support of the MoE in order to join in with the legal action and support the MoE in upholding its decision and related acts.

The Court hearing for both petitions was scheduled at first to take place before the 5-member panel but due to the major legal significance of the case, it was referred to the 7-member panel of the Conseil d'Etat.

After several postponements for various procedural reasons, the hearing for the two petitions finally took place on 1 June 2005. The judgment of the Court is currently awaited. The timing of the judgment on the appeal cannot be estimated.

Progress on the Environmental Impact Study

While the above events were proceeding, Thrace prepared an EIS covering all aspects of the project and submitted it to the MoE in Athens in August 2001 for review and approval.

The EIS was sent by the MoE to the four other Ministries involved in the process for review and comment. The EIS was also sent to the Prefectural Council of Rhodope in Thrace for a public consultation culminating in a public hearing.

Before this hearing all technical aspects of the project had already been considered by a committee of experts in the MoE and the EIS had also been reviewed by a number of independent bodies. No environmental hazards were identified and the Environmental Department of the Rhodope Prefecture administration recommended

that the EIS be approved adding certain additional environmental terms of their own. Notwithstanding this, the Prefecture Council took a political decision against mining in the region. As the role of the Prefecture Council is simply to pass non-binding comment on the environmental terms, this decision has no legal standing in the approval process.

This consultation process was completed and all documents were returned to the MoE during December 2002. The file has been since reviewed by a 7-member Evaluation Committee appointed by the MoE.

Following the completion of this evaluation stage, the approval process commenced with the drafting of a JMD by the Directorate of Environment of the MoE. The JMD will be the instrument by which the EIS will be approved and, as stated above, it will stipulate the environmental terms and conditions to be applied during the construction and operation of the Sappes Gold Project. The environmental terms and conditions attached to the JMD are those selected by the MoE following consultations with the other Ministries and organisations involved in the process. The draft JMD was signed by all members of the committee, the general Director of the Environment and the Secretary General of the MoE.

Because the judgment of the Conseil d'Etat is pending none of the five competent Ministers who have been charged with completion of the JMD have signed the document.

After the change of Government in 2004 the partially-completed JMD was re-drafted and the new draft signed once more by all members of the review committee and the civil administration in the MoE. However, the JMD still remains incomplete in the MoE and it has not been submitted for signature to the other Ministries.

An Assessment of the Current Position

If the Conseil d'Etat upholds the appeals against the PAS, and the EIS approval process halts, Thrace will submit an updated EIS under the current legislation together with a number of other studies. The preparation of this revised study is well under way.

A number of other studies will also be submitted. These will include a "Stream Delineation Study" which had not been completed or approved before the approval of the PAS. The requirement to have a Stream Delineation Study approved before a PAS can be approved was one of the grounds for appeal in the current case before the Conseil d'Etat, and is based on case law on urban development introduced by the Conseil d'Etat in 2004, well after the approval of the PAS. This is the first known instance in Greek law where a Stream Delineation Study may be required for a mining project.

If the appeals against PAS are dismissed, it means that the PAS remains intact and that there are no legal impediments to the Government completing the JMD on the EIS under the old legislation. There is a statutory timescale of 90 days from the date the dossier is declared complete as indicated by the signature of the Director General of the Environment in the MoE for the JMD to be completed in the absence of any further legal impediment. Greenwich is aware from experience that decisions can take substantially longer than this.

However, it will still be necessary for the Stream Delineation Study to be approved before the EIS can be approved by a new JMD. If Greenwich does not follow this

sequence of events, an approved EIS, without a Stream Delineation Study in place, could be annulled following later appeals against the EIS JMD in the future.

Once the JMD approves the EIS and fixes the environmental terms which will apply to the project, any person or organisation will have 60 days in which to lodge an appeal against the JMD for consideration by the Conseil d'Etat. Greenwich anticipates that such an appeal will be launched by some or all of the parties who appealed against the approval of the PAS.

Further Permits Required

Once the EIS has been approved, Greenwich will proceed with applications for a series of subsidiary permits which, collectively, will allow the MoD to issue a Construction Permit allowing construction and development of all necessary surface and underground facilities for the Sappes Gold Project to start. All of these subsidiary permits and any subsequent permits or approvals, may be subject to legal challenge.

Once construction has been completed Greenwich will apply for an Operating Permit. The Operating Permit can be issued once the Competent Ministries have determined that the facilities have been constructed in compliance with the Construction Permit and the Environmental Terms attached to the JMD. Once the Operating Permit is issued production may commence.

Concluding comments

A certain amount of work remains to be done at Sappes perhaps the most material of which are the confirmation of the orebody geometry and grade distribution and the geotechnical characteristics of the host and ore rock, and the potential for the delineation of further resources and reserves within the lease area.

(4) Buka Gold

Buka Gold was established in February 2005 by Buka to serve as a publicly listed vehicle for the ongoing evaluation and development of the Gympie goldfield and for corporate activity in the Australian gold sector. On 10 October 2005, Buka Gold was admitted to the official list of ASX following the successful completion of a fully underwritten A\$12 million initial public offering of new shares. Buka holds 58.4% of Buka Gold's issued capital.

Buka Gold is Buka's vehicle for investment in the Australian gold industry. Pursuant to an agreement dated on or about 18 August 2005, Buka is under an obligation:

- whilst it holds 10% of Buka Gold's voting shares, to ensure Buka Gold is its vehicle for investment in gold companies operating within Australia and will work with Buka Gold to build a gold business in Australia and potentially South East Asia; and
- not to reduce its shareholding below 10% in Buka Gold except through acceptance of a takeover bid or merger by scheme of arrangement before 6 October 2007.

Buka Gold, through its subsidiary Gympie Eldorado Mining Pty Limited (**GEM**), holds gold mining and exploration interests in the Gympie region in south eastern Queensland. The assets include an operating gold mine and processing plant, and mining and exploration tenements covering the bulk of the known extent of the Gympie goldfield, from which almost four million ounces of gold have been produced

since 1867. GEM holds tenements over an area of approximately 760 square kilometres covering the entire historic Gympie goldfield and essentially all of the potential extensions to the field.

These holdings comprise seven Mining Leases, one Mining Lease Application and three Exploration Permits for Minerals and numerous freehold land holdings.

Corporate History

In December 2003 the Southland underground coal mine, owned by a subsidiary of Gympie Gold Limited (**Gympie Gold**), ceased operations as a result of an underground fire. Gympie Gold and its subsidiaries, including Gympie Eldorado Gold Mines Pty Limited (**GEGM**), were placed under external administration because of the impact of the fire on the group's financial position.

GEM was incorporated in August 2004 and on 13 August 2004 entered into agreements with the Receivers and Managers of GEGM to acquire essentially all of GEGM's gold mining and exploration interests in the Gympie goldfield. GEM became a 100% owned subsidiary of Buka Gold following Buka Gold's \$12 million capital raising and listing on the ASX in October 2005.

Geology

Gold mineralisation at Gympie occurs largely in carbonaceous shales of Permian age, known locally as the Productive Beds. It is structurally controlled. There are three principal ore types:

Inglewood-style mineralisation

Inglewood-style mineralisation consists of gold veins within a vertical dyke complex developed in the Inglewood fault structure. Mining grades typically range from 7g/t gold to 15g/t gold. Gold is relatively fine grained and it is often erratically distributed.

The Inglewood structure is known to occur over a strike length of at least three kilometres and remains open at one kilometre depth.

The Inglewood ore type is free milling with gold recoveries of greater than 92%. The structural continuity of the Inglewood lode and its fine grained gold makes it the easiest and most reliable ore type to model, mine and process. It has been interpreted as the main gold feeder structure. It and its repetitions and analogues are also the primary exploration target at Gympie.

Approximately 60 to 65% of the modern (i.e. since production recommenced in 1994) gold production at Gympie has come from Inglewood lode ore.

Gympie Veins

Gympie Veins are narrow quartz veins which generally trend at right angles to bedding and in which high grade gold mineralisation can be developed when the vein cuts through carbonaceous units of the Productive Beds.

The Gympie Veins are generally narrow, 0.3 metres to 1.5 metres in thickness, but may persist horizontally for several kilometres.

The Gympie Vein shoots are typically high grade, often exceeding 30 g/t gold. Gold is coarse to very coarse grained and usually erratically distributed which detracts from

the reliability of mineral resource and ore reserve estimates. Gympie Vein ore represents about 20% of recent production but is a much smaller proportion of resources and reserves.

Stockwork Mineralisation

Stockwork mineralisation comprises sheets similar to Gympie Veins but in zones up to 50 metres wide. Like the Gympie Veins they require the presence of the carbonaceous stratigraphy to maintain grade, and they therefore have a limited vertical thickness of up to 60 metres.

Individually the thin stockwork veins are less than 10 centimetres wide and the grade of the individual veins can be much higher grades than for the larger Gympie Veins.

Stockwork veins can contain coarse free gold and may be associated with arsenopyrite. Stockwork veins are harder milling than Inglewood and Gympie Vein ores and have a lower metallurgical recovery of 86% to 92%.

Resources and Reserves

The resource/reserve position at 31 December 2004 is summarised below.

Mineral Resources and Reserves as at 31 December 2004

	Tonnes	Grade (g/t)	Gold ozs
Inferred Resources	1,223,222	6.5	257,212
Indicated Resources	351,569	5.4	60,731
Measured Resources	29,270	12.0	11,323
Total Resources (incl. Reserves)	1,604,061	6.4	329,267
Probable Reserves	97,420	6.7	21,066
Proved Reserves	34,050	10.4	11,343
Total Reserves	131,470	7.7	32,410

No formal resource/reserve calculation has been completed since the issue of Buka Gold's prospectus on 24 August 2005. The next calculation will be included in Buka Gold's 2006 Annual Report. Presently it is anticipated that the combination of depletion through production and drilling to date will have resulted in a significant reduction in both resources and reserves. Ore reserves are currently limited to approximately 12 months production.

Possible extensions to reserves and resources are among the targets of ongoing exploration. The Gympie mine has a limited life based on known reserves and resources but it and its immediate surroundings have significant exploration potential. Buka Gold has committed substantial funds to evaluate this exploration potential.

Exploration

Exploration activities in the region have focused on both Inglewood-style mineralisation and on the higher grade but smaller Gympie Vein-style targets. However, it is unlikely that much of the Gympie Vein orebodies distal to the Inglewood structure which were mined in the past would now be considered economically viable and the Gympie Veins are no longer seen as high priority exploration targets.

For this reason, Buka Gold's exploration strategies are now focused on the discovery of Inglewood style zones and stockworks, rather than the smaller but higher grade Gympie Veins. However, Gympie Veins may still be mined if they are located close enough to mining infrastructure to bear the cost of developing them.

Although mining commenced in the Gympie area almost 140 years ago, it was not until 2002 when systematic exploration programs using modern techniques commenced that the focus shifted from near mine targets to a more regional approach. Unfortunately this program was wound back not long after it started, due to financial difficulties faced elsewhere in the Gympie Gold group. As a consequence, the \$25 million exploration program which commenced in 2002 was not funded as budgeted, and has not been implemented as planned. In spite of this, exploration to date has resulted in the identification of more than 10 prospects, and further work is programmed.

GEM expects to spend some \$3-4 million on exploration in the year to 30 June 2006.

Mine Operations

Mining commenced at Gympie in 1867 and in the following 60 years 3.5 million ounces of gold was recovered. Modern mining activities commenced in 1994 with the retreatment of old tailings, and in 1996 underground production recommenced after the field was dewatered. In the 11 years since 1994, some 1.5 million tonnes of ore has been treated for the recovery of some 360,000 ounces of gold.

Infrastructure at the Monkland mine at Gympie consists principally of two vertical shafts and one decline drive, all of which provide access to the underground workings, other shafts which provide ventilation to the mine, a treatment plant and tailings storage facilities, and office and workshop complexes. The haulage system and treatment plant have the capacity to haul and treat ore at the rate of 270,000 tonnes per annum.

In early 2000 mechanised mining was introduced in the mining operations using either up hole benching or sub-level open stoping mining methods. Long hole drilling rigs and remote controlled, diesel powered, rubber tyred loaders are used in these mining operations.

Buka Gold announced on 16 December 2005 that following operating losses at the Gympie mine in the period to November 2005 and particularly in that month, a review of operations was being conducted.

The review has to date resulted in a range of actions, with measures implemented to date including the retrenchment of seventeen employees (and six contractors), the movement of underground operations from the SG2 shaft to the Lewis decline to allow de-commissioning of that shaft, changes to a number of rosters, management restructuring and changes to stoping methods to address the dilution issues which became evident in November and December 2005, as narrower orebody widths were encountered.

The review has concluded that the preferred ongoing operations regime will be based on a significantly smaller, but profitable operation that will target smaller tonnages of higher grade material. Selective mining trials have commenced on two levels and this will continue with a view to extending the practice to other orebodies if successful. Further information on ongoing operations will be provided as decisions are made. Underground development in the Museum orebody has been suspended as the deeper parts of that orebody are considered unlikely to generate a positive cashflow at this time. Stopping operations continue on previously developed ore bodies and the productivity of mining operations has increased significantly as a result of the changes implemented. It is expected that the Museum orebody will be depleted by mining trials referred to above.

Ore Processing

Ore from Monkland shafts (2.2 kilometres away) and the Lewis Decline (1.0 kilometre away) is trucked by contractor to an ore pad adjacent to the processing plant at Widgee Gully.

The ore is ground in a grinding circuit consisting of semi-autogenous and ball mills. The screened mill discharge is then fed to a gravity circuit which recovers between 30 and 70% of the coarse gold. The cyclone overflow stream is treated in a conventional, carbon-in-leach, circuit to produce gold dore bars for commercial refining.

Overall mill recovery for Inglewood ore has historically been greater than 92%, whilst stockwork ore is more carbonaceous and has historical recoveries of 86% to 92%.

The process plant has significant excess capacity above that being utilized to process currently mined ore. Buka Gold is considering options for the toll treatment of ore from other gold mines in the region as a means of further improving returns from the current mining and processing operations.

Recent Production

Year to June	Tonnes Milled	Grade g/t Au	Ounces Recovered
1994	16,025	4.5	2,017
1995	56,140	4.6	7,980
1996	118,300	4.8	17,600
1997	111,400	7.7	25,855
1998	112,675	9.2	31,503
1999	134,050	8.5	34,276
2000	138,040	7.8	32,279
2001	151,100	9.8	45,119
2002	194,490	8.8	51,702
2003	254,690	7.8	55,368
2004	229,240	6.4	35,155
2005	108,088	5.1	16,195
2006	30,075	6.2	5,779
Total	1,654,313	7.1	360,828

Notes:

1. Production prior to 1995 is from reprocessing old tailings and treatment of development ore.
2. Production for 2006 is for the four months to 31 October 2005.

Environment

The Gympie operations have a good environmental record. GEM was awarded the 2000 Environmental Excellence Award by the Australian Minerals and Energy Environmental Foundation for its water management project at Gympie goldfield. In June 2001, the new Lewis Mine development was awarded the 2001 Environmental Award for Major Business in the local shire.

The gold treatment plant processes all of its tailings in a cyanide destruction circuit prior to release into the tailings dam so that it contains only livestock potable water. The tailings are generally benign and potential exists to use some of the modern tailings in applications such as soil conditioner for acid farm soils.

(5) Lady Loretta

Buka maintains a 25% interest in the Lady Loretta zinc/lead/silver deposit where mineral resources of 13.6 million tonnes grading at 17.0% zinc, 5.9% lead and 97 g/t silver have been previously estimated.

Buka believes that the substantial high grade zinc resource at Lady Loretta suggests that the project has the potential to be a significant source of new zinc production to meet the rising world demand for this metal.

The past twelve months have confirmed a major turnaround in the world zinc market. After four years of supply surpluses, the 2004 calendar year saw a supply deficit exceeding 200,000 tonnes of zinc metal. Further, possibly larger, shortages are projected in 2005 and 2006, which are anticipated to lead to a tight stock situation by the end of 2006. This has, in turn, seen a substantial increase in zinc prices to the current level of more than US\$90c/lb, with market analysts projecting prices around US\$70c/lb for the next three years.

There has been essentially no supply-side response to this market change, a natural consequence of the low levels of exploration and discovery over the past decade or more. At the same time, there appears to have been a sustainable improvement in the mine share of zinc project economics in the form of lower treatment and refining charges. This provides an environment in which Greenwich expects the Lady Loretta project can be profitably developed. Buka holds a minority 25% interest in the Lady Loretta project joint venture, and as such, is not able to control the strategic decisions (including the commissioning of a feasibility study and a decision to develop) made in respect of the project.

The Lady Loretta project is held under a Mining Lease (ML5568) (**ML**), which covers an area of 3,264 hectares. The ML was originally granted on 26 January 1984 for an initial term of 21 years and was renewed on 1 February 2005 for a further 21 years, which expires on 31 January 2026. The lease is held by Noranda Pacific Pty Ltd (75 %) and Buka Minerals (Lady Loretta No 2) Pty Ltd (**BMLL2**) (25 %), a wholly owned subsidiary of Buka. Noranda Pacific and BMLL2 also hold, in the same proportions, a Term Lease, which was granted on 30 August 2004 (replacing an earlier Special Lease) and expires on 29 August 2025 which covers an area of 22,000 hectares, including most of the surface area of ML5568. The two titles provide exclusive access for the joint venture and, subject to meeting other requirements of the Queensland Department of Natural Resources, Mines and Energy and the Environmental Protection Authority, allow the joint venture to conduct mining operations at Lady Loretta. The annual rental at the Mining Lease is A\$58,752 and on the Term Lease is A\$1,725. Noranda Pacific and BMLL2 have lodged security deposits totalling A\$2,328,000 to cover rehabilitation costs at the end of the life of the mining operation.

Both leases pre-date Australian native title legislation and thus prevail over any native title rights that may exist.

Mineral Resources

The Lady Loretta zinc-lead-silver deposit is situated 140 kilometres north-north-west of Mt Isa, Queensland, Australia in the world class mineral province of the Proterozoic Mt Isa Inlier.

Buka acquired the deposit and surrounding ground in 1996, and entered into a joint venture option with Noranda Pacific in 1998. Under the terms of this agreement, Noranda Pacific completed an extensive drilling campaign resulting in an increased resource estimate of 13.6 million tonnes grading 17.0% zinc, 5.9% lead and 97g/t silver. Mineral Resources at Lady Loretta, as reported in Buka's 2005 Annual Report, are:

Mineral Resources and Reserves as at 31 December 2004

	Tonnes (millions)	Zn (%)	Pb (%)	Ag (g/t)
Inferred Resources	0.50	15.6	5.1	91
Indicated Resources	4.0	18.0	5.4	94
Measured Resources	9.1	16.7	6.2	99
Total Resources	13.6	17.0	5.9	97

Buka announced on 1 February 2006, after a review by Noranda Pacific's holding company, Falconbridge Limited, of the evaluation Noranda Pacific conducted in 2000/01 prior to acquiring its 75% project interest, that the joint venture had agreed that Noranda Pacific would commence the work required to prepare a feasibility study for the project. An indicative project schedule shows that first concentrate production could be achieved in 2009.

There is no further information which can be disclosed on any reserves or the expected period of working those reserves.

(6) Iluka Resources Limited

Iluka's shares are quoted by the ASX and as at 22 February 2006 it had a market capitalisation of A\$1.6 billion. Through its participation in the Kolsen Consortium via its unit holding in the Scarlett Unit Trust, Buka has an interest in 767,959 Iluka shares (0.33% of Iluka's issued shares), with a valuation at 22 February 2006 of A\$5.5 million based on the closing price of shares in Iluka on that date.

Iluka is the world's second largest producer of titanium feedstocks (used predominantly as a pigment in paint, paper and plastics) and the largest producer of zircon, the major use of which is as an opacifier in ceramic glazes. Iluka is currently constructing a new production facility in the Murray Basin in Victoria and in late 2004 announced the discovery of a large new zircon-rich resource in the Eucla Basin of South Australia. These projects should increase Iluka's already strong position in the zircon market.

Since the Kolsen Consortium acquired its holding, there has been a significant rise in the Iluka share price, which has stabilised at a level well above the consortium's entry price.

(7) **CopperCo Limited**

CopperCo's shares are quoted by the ASX and as at 22 February 2006 it had a market capitalisation of A\$54.2 million. Buka currently holds 15.6% of the issued capital of CopperCo and is CopperCo's largest shareholder. This shareholding arose from the September 2004 sale by Buka of its interests in the Lady Annie oxide copper project to CopperCo.

Buka's aim, when it participated in the establishment of CopperCo, was to translate its direct interest in the Lady Annie deposit into an equity interest in a well managed, dedicated copper project in the Mt Isa region with a broader scope than the previous focus on Lady Annie alone. That aim has been achieved with the CopperCo team led by Keith Liddell and Brian Rear achieving considerable progress in the past 12 months. Buka is not represented on CopperCo's board and does not drive strategy. The following total mineral resources and ore reserves for the project were reported by CopperCo in its announcement of 10 August 2005 and 16 November 2005, respectively:

Total Mineral Resources

Deposit	Tonnes (mt)	Grade (% Cu)	Cu (kt)
Lady Annie	10.5	1.00	109
Mt Clarke	4.3	0.70	31
Flying Horse	1.0	1.00	10
Project Total	15.8	0.91	150

Total Mining Reserves

Deposit	Tonnes (mt)	Grade (% Cu)	Cu (kt)
Lady Annie	7.0	1.3	90
Mt Clarke	2.4	0.9	21
Flying Horse	0.4	1.3	5
Project Total	9.8	1.2	117

On the latter date, CopperCo announced the completion of its feasibility study on the Lady Annie project with results including:

- (a) initial production was estimated at 15,000 tonnes per annum of LME "A" Grade copper cathode, increasing to 18,000 tonnes per annum; and
- (b) total capital cost was estimated at A\$54 million and operating costs (including royalties and selling costs) of US\$0.71/lb.

With completion of the feasibility study, CopperCo is in negotiation with finance providers with the aim of securing funding for the project in early 2006 and initial metal production by the end of 2006. Resource extension drilling continues at a number of prospects in the Mt Kelly area.

In a move aimed at reducing the time to project completion and reducing capital costs, CopperCo recently announced the acquisition of process plant from a recently de-commissioned SX-EW treatment plant located at nearby Mt Gordon.

Refer to Section 6.7(2) for details of the sale of Lady Annie copper project to CopperCo by the Buka Group, including the deferred consideration payable to Buka.

(8) **Vostok Copper Project**

The Vostok Copper Project was acquired by Danae in January 2004. Through a wholly owned subsidiary, Multiplex Resources (Kazakhstan) Limited, negotiations were completed on the contract for exploration (**Contract**) with the Government of Kazakhstan. This contract was signed on 17 September 2003 and MRK commenced drilling activities at Vostok 1 and Vostok 3 prospects in June 2004.

The Vostok copper deposits were identified by regional exploration at the end of the Soviet era (1989-1991) and, as a result, there was only limited work conducted to define resources. Prior to Danae's involvement, there had been no significant activity on the project since 1991.

The Contract agreed with the Kazak Government obliges Danae to expend US\$4 million over 6 years on exploration activities including US\$300,000 in each of the first two years of the early assessment phase.

MRK has the exclusive right to negotiate a mining agreement on any deposits judged as economic, after compilation of a feasibility study that defines the details of the mining project. Subject to negotiation of the mining agreement, the agreement will provide for 25 years of mining, with the right to extend until depletion of the defined reserves.

The applicable taxation regime has been agreed for the duration of the contract and mining agreement, but royalty terms can only be negotiated based on a feasibility study of a defined project or projects.

The data from MRK's 2004 drilling program have supported the previously reported assessments based on previous Russian exploration data made by Danae concerning the resources and copper mineralisation that could be defined at the Vostok 1 and Vostok 3 prospects.

On 31 January 2006, Danae announced initial details of the 2005 drilling program at the Vostok 3 Prospect. This comprised:

- Completion of 10 diamond drill holes for a total drilling program of 3,266 metres including 2,111 of NQ core. Core for the drilling program has been geologically logged and transferred for sample preparation.
- Demobilisation of the drilling equipment and completion of site rehabilitation activities.

The data from geological logging of the core indicates that the oxide and supergene copper mineralization is distributed as expected from the 2004 drilling program but Danae has not yet received assay data for any of the section drilled in 2005.

The Vostok Copper Project is located in sparsely populated semi-desert near the southern shores of Lake Balkhash in southern Kazakhstan. The prospects are located

close to the infrastructure needed for their development and are within 30 kilometres of major highway, railway and national grid power links.

The mineralisation is hosted in highly altered Palaeozoic rocks and comprises chalcocite and pyrite at Vostok 1 and atacamite-bronnchannite, copper clays, copper carbonates, and chalcocite at Vostok 3. Chalcopyrite-bearing mineralisation is present at depth in both of these prospects, but MRK has focused its attention to the potentially leachable chalcocite and copper-oxide zones. The Vostok 1 and Vostok 3 prospects are located 3.5 kilometres apart.

Each prospect also has a grid (approximately 80 metres x 160 metres) of basement penetrating (2-6 metres) drill holes that defines the outlines of the mineralisation beneath the soft sedimentary cover rocks.

The upper half of this mineralisation at Vostok 1 and the chalcocite and oxide copper mineralization at Vostok 3 is considered likely to be minable, either by conventional open pit means and treatable by leaching, and SX-EW, or by in-situ leaching. MRK has developed both of these concepts in parallel and has undertaken significant modeling and benchmarking studies to determine the parameters necessary to make each of these concepts viable and the exploration programmes that are required to assess these development options.

Both the recorded ore mineralogy and some very limited column leach test work completed by Kazakhstani specialists (on core from Vostok 1) indicate that the resources at both deposits are likely to be amenable to processing by conventional acid leach (oxide ores) and acid-ferric sulphate leach (chalcocite ores) technologies to produce London Metals Exchange grade copper on site.

In addition to these prospects, Greenwich considers that significant exploration potential exists in exploration prospects at Vostok 4 (for copper), Vostok 2 (for copper and gold) and Vostok 5 (for copper and gold) on the basis of the results of Soviet era diamond drilling at each of these prospects.

On 31 January 2006, Danae announced to the ASX that it had been endeavouring to identify a suitable partner to the Vostok Copper Project to allow the project to continue to advance in accordance with the Contract. The announcement stated that such a partner had been identified, terms agreed in principle and detailed due diligence completed in the December quarter. Draft agreements have been circulated for review and Danae is optimistic that formal agreement will be reached in the March quarter such that the project may ultimately realise its potential value.

There is no further information which can be disclosed on any reserves or the expected period of working of those reserves.

(9) Other Assets

Australia

Greenwich's only existing mineral interest in Australia is held through its wholly-owned subsidiary, United Goldfields Corporation NL (**UGC**). This is a 2.5% gross royalty interest in the Golden Ridge Mine near Kalgoorlie in Western Australia which is currently owned by Harmony Gold (Australia) Pty Ltd. Although the current open cut has exhausted the defined reserves at Golden Ridge and so mining has ceased for the time being, mineralisation extends below the base of the pit and contains some high grade drill intersections. However, there are no current plans to exploit this mineralisation.

Oil Investment

Greenwich owns 5,200,000 shares (approximately 2.3%) in Desire, an AIM-quoted company with oil and gas interests in the North Falkland Basin, off shore from the Falkland Islands.

At 30 September 2005 the value of the Group's holding in Desire was approximately £1.6 million (A\$3.7 million) (based on a share price of 30.5 pence).

Greenwich has disposed of a number of Desire shares in recent years in order to maintain sufficient levels of working capital. Greenwich also proposes to fund future acquisitions with a combination of sales of shares in Desire and equity and debt fund-raising as appropriate.

Investment in Greenwich

Danae owns 33.15% of Greenwich's existing ordinary shares. Danae's shareholding in Greenwich arose from the consolidation within Greenwich of Danae's former joint venture management rights and 51% joint venture interest in the Sappes Gold Project with the 49% joint venture interest previously held by Greenwich.

As a result of that transaction and an associated fund raising in which Danae participated, Danae emerged as Greenwich's largest shareholder. Danae has three representatives on the current six-person board of Greenwich, including the position of Chairman.

In July 2003, Greenwich raised additional funds through the issue of £1.5 million of Loan Stock to Danae. Danae could potentially increase its interest in Greenwich to 54.9% assuming full term and conversion of principal and interest for this Loan Stock, and assuming no further share issues by Greenwich.

Danae has served notice on Greenwich to convert £1,850,194.81 of the Loan Stock (being the principal and interest outstanding as at 25 January 2006) into 154,182,900 (pre Consolidation) Greenwich Shares of 1 penny (5,139,430 Greenwich Shares post Consolidation) at a conversion price of 1.2 pence per share, immediately prior to the Danae Offers becoming unconditional. Any Greenwich Shares held by Danae after completion of the Merger will not, in accordance with English law and for so long as Danae holds Greenwich Shares, carry any voting rights. Any interest that accrues on the principal amount of the Loan Stock until its conversion will be payable by Greenwich to Danae in accordance with the terms of the Loan Stock.

(10) Opportunities

Zarmitan Gold Project

Danae continues to pursue an opportunity to secure rights in the Zarmitan Gold Project by way of proposed joint venture between State authorities and MDZ. However, negotiations in this regard have stalled and further direction will be needed from the Uzbek government for the negotiations to recommence.

The Zarmitan Goldfield is located in the Samarkand Province of south-eastern Uzbekistan, about 70 kilometres north of the regional centre of Samarkand.

The Zarmitan area consists of two main mineralised zones, Charmitan (to the east) and Guzumsai (to the west), separated by a 2 kilometre interval. In December 2002,

the Uzbek parties determined that the Guzamsai deposit would not be included in the Zarmitan Gold Project.

Almagrera Pyrite Project

In March 2005, Greenwich signed a Collaboration Agreement with Cambridge Mineral Resources plc (**CMR**) to evaluate the viability of a joint acquisition of certain assets at Almagrera. Following discouraging results from the pre-feasibility study of the CMR-held Lomero-Poyatos mine, which lies close to Almagrera in Spain, CMR withdrew from the Collaboration Agreement in July 2005 and ceased their involvement in the potential acquisition.

Despite this setback, Greenwich has maintained its interest in acquiring the facilities.

Chile

The Group has continued to review other investment opportunities in Chile but none of these is at an operational stage.

5.3 Pro forma financial information

(1) Pro forma balance sheet assuming Greenwich acquires 100% of Buka and 100% of Danae.

The unaudited pro forma consolidated balance sheet information presented in this section assumes that Greenwich acquires all of the Buka Securities and Danae Securities and raises a minimum of £15 million before expenses via the proposed Capital Raising. The financial information is provided for illustrative purposes only. In considering the pro forma information holders of Target Securities must take the following matters into account:

- (a) In accordance with International Financial Reporting Standards and generally accepted accounting standards in Australia and the UK the acquisition of the Buka and Danae Securities has been accounted for as a reverse takeover of Greenwich and Danae, by Buka Minerals. This treatment reflects the fact that existing holders of Buka Securities will hold approximately 62.8% of the ordinary shares in Greenwich post the transaction based on the terms of the Offers and the further assumptions set out below.
- (b) The pro forma balance sheet has been prepared by aggregating the last audited balance sheet of Greenwich (30 September 2005), Buka (31 December 2005) and Danae (31 December 2005). In addition a number of pro forma adjustments have been made to reflect pre acquisition adjustments, the acquisition and related transaction costs. Details of these adjustments are set out in the notes to the pro forma balance sheet in the table below;
- (c) International Financial Reporting Standard 3 (Business Combinations) requires the identifiable net assets of an acquired entity to be measured at their fair value at the date of the Merger. In a reverse takeover the net assets of the legal subsidiary (in this case Buka) are recognized at their pre-combination carrying amount and the identifiable net assets, liabilities and contingent liabilities of the legal parent (in this case Greenwich) and of Danae are recognised at their fair values at the acquisition date.
- (d) The actual date of the acquisition will be later than 31 December 2005 and 30 September 2005 (the respective financial year ends of the three companies).

In accordance with the requirements of International Financial Reporting Standard 3 (Business Combinations), the Enlarged Group will assess the fair value of the identifiable net assets of Greenwich and Danae on completion of the Merger. Consequently the actual fair values may differ from those reflected in the pro forma balance sheet once a detailed examination is made at the actual acquisition date.

- (e) The fair valuation of the acquisition consideration has been based on the assumption that all holders of Buka Shares and Danae Ordinary Shares will accept the Offers and that the value of the consideration is equivalent to the consideration that Buka would have had to issue to the owners of such Target Securities to provide the same percentage ownership of the combined entity as they have as a result of the reverse acquisition. A value of \$A0.312 per Buka Share, being the 30 day VWAP to 13 September 2005, and being the share price on which the Merger was negotiated, plus a notional \$1m in transaction costs, has been used and assumed in determining the pro forma balance sheet. The actual acquisition consideration will be based on the market value of Buka Shares as holders of Buka and Danae securities accept the Offers plus any costs directly attributable to the acquisition.
- (f) In determining the number of Greenwich Shares to be offered it has been assumed that all holders of Buka Tranche 1 Options will accept the Offer of Greenwich Class A Options and immediately exercise their right to convert them to Greenwich Shares in accordance with the terms attached to the options.
- (g) Set out below are the audited balance sheets of Buka and Danae as at 31 December 2005 and Greenwich as at 30 September 2005 and a pro forma balance sheet of the merged entity as at 31 December 2005. The pro forma balance sheet assumes Greenwich has acquired 100% of Buka and 100% of Danae. Details of the assumptions and of the consolidation adjustments are set out below.

	FYA 05 GRPIc A\$'000	FYA 05 Buka A\$'000	FYA 05 Danae A\$'000	FYA 05 Combined A\$'000	Adjustment Note 2 A\$'000	Adjustment Note 3 A\$'000	Pro-forma Net assets A\$'000
Non-current assets							
Mineral exploration and development	24,000	11,903	3,074	38,977	(13,000)		25,977
Property, plant & equipment	22	3,219	1	3,242			3,242
Investments	-	9,470	11,269	20,739			20,739
Receivables	-	544	-	544			544
Convertible loan stock	-	-	4,323	4,323	(4,323)		-
Employee share loans	-	-	244	244	(244)		-
	24,022	25,136	18,911	68,069	(17,566)	-	50,503
Current assets							
Inventory	-	766	-	766			766
Listed investments	3,840	-	-	3,840			3,840
Trade and other debtors	730	3,722	363	4,815	-		4,815
Cash & cash equivalents	2,004	9,172	3,607	14,783	-	30,912	45,695
	6,574	13,660	3,970	24,204	-	30,912	55,116
Current liabilities							
<i>Amounts falling due in one year</i>							
Trade and other creditors	569	1,651	228	2,448	-		2,448
Lease liabilities	-	526	-	526	-		526
Provisions	-	794	-	794			794
Convertible loan notes	4,042	-	-	4,042	(4,042)		-
	4,610	2,971	228	7,809	(4,042)	-	3,768
Net current assets	1,963	10,689	3,742	16,394	(4,042)	30,912	51,348
Creditors							
<i>Amounts falling due after one year</i>							
Lease liabilities	-	482	-	482	-		482
Provisions	-	1,232	-	1,232	-		1,232
	-	1,714	-	1,714	-	-	1,714
Total net assets	25,985	34,111	22,654	82,749	(13,525)	30,912	100,137
Capital and reserves							
Capital	23,266	42,182	32,094	97,542	(19,721)	30,912	108,732
Preference shares	-	-	25,845	25,845	(25,845)		-
Equity in convertible note	276	-	-	276	(276)		-
Share premium account	39,468	-	-	39,468	(39,468)		-
IFRS reserve	2,170	970	-	3,140	(2,170)		970
Translation reserve	862	-	-	862	(862)		-
Retained earnings	(40,056)	(14,232)	(35,285)	(89,573)	74,817		(14,756)
Minority interest	-	5,191	-	5,191			5,191
Total	25,985	34,111	22,654	82,750	(13,525)	30,912	100,137

Notes to the pro forma Balance Sheet

- (a) The pro forma balance sheet is based on:
- (i) The audited balance sheet of Greenwich as at 30 September 2005 without adjustment;
 - (ii) The audited balance sheet of Buka as at 31 December 2005;
 - (iii) The audited balance sheet of Danae as at 31 December 2005 with an adjustment to reflect treatment of the Danae Class A and Class B Preference Shares as equity in that company as these shares are the subject of an offer by Greenwich to acquire all of those outstanding in exchange for ordinary shares in Greenwich;
 - (iv) The issue of approximately 1.84 billion² Greenwich Shares pre-consolidation (61.5 million post-consolidation) through the Offers;
 - (v) The conversion of convertible unsecured loan stock held by Danae to Greenwich Shares immediately prior to the Offers becoming unconditional; and
 - (vi) Cancellation of out of the money employee share loans by Danae immediately prior to the Offers becoming unconditional.
- (b) The accounting policies used in preparing the pro forma balance sheets are those policies used by Greenwich, Buka and Danae respectively as set out in their respective financial statements annexed to this Bidder's Statement. The accounting policies have been reviewed to ensure there are no inconsistencies between the policies which would materially impact the pro forma balance sheet.
- (c) In accordance with International Financial Reporting Standard 3 (Business Combinations) and the reciprocal Australian, UK and EU accounting standards, the identifiable net assets of an entity must be measured at their fair value as at the date of acquisition of that entity. Accordingly Greenwich will assess the fair values of the identifiable net assets of Greenwich, Buka and Danae on completion of the merger. The pro forma balance sheet reflects the possibility that an excess of the cost of the combination over the book values of the assets, liabilities and contingent liabilities of Greenwich and Danae will be reflected in a fair value of mineral exploration and development assets less than the book value.
- (d) Both Buka and Danae are required to apply Australian equivalents of International Financial Reporting Standards from 1 July 2005 and Greenwich is required to apply UK/EU equivalents of these standards from 1 October 2005. The accounts of all 3 companies and the pro forma balance sheet have been prepared in accordance with IFRS equivalents applicable in the country of incorporation.

² The number of Greenwich Shares to be issued will result in shareholders of the three entities having the same ownership percentage of the merged entity as they would have had, had Buka Minerals been the legal acquirer of Greenwich and Danae on the basis of 100% acceptance by all shareholders if all holders of Target Securities accept the Offers.

(2) **Working capital**

Greenwich is of the opinion that, taking into account the facilities available to it, including the Convertible Loans, the Enlarged Group has sufficient working capital for its present requirements, that is for at least 12 months from the date of publication of this document.

(3) **No prospective financial information**

Greenwich has not included any financial forecasts or projections relating to any future earnings or production costs of the Enlarged Group as it considers that, given the uncertainties inherent in the mining industry generally, and the early stage of development of many of the Enlarged Group's projects, this information would be unduly speculative and potentially misleading.

5.4 **Effect on Greenwich Capital Structure**

Change in capital structure

Assuming that Greenwich acquires 100% of the securities in Buka and Danae, Greenwich will have in issue approximately 2.2 billion Greenwich Shares, before the proposed share consolidation (approximately 74 million Greenwich Shares after consolidation).

The following tables show the authorised and issued and fully paid share capital of Greenwich as at the date of this Bidder's Statement and as it will be immediately following completion of the Merger (including the proposed share Consolidation) assuming that Greenwich acquires the whole of the issued securities of Buka and Danae and the Greenwich Class A Options are exercised, but excludes the Capital Raising. No shares are issued but not fully paid.

Table 3. Share Capital at the date of this Bidder's Statement

Share	Authorised		Issued	
	Number	Nominal value at £0.01 per share	Number	Nominal value at UK£0.01 per share
Greenwich Shares*	650,116,704	6,501,167.04	369,522,060	3,695,220.60
Deferred Shares	599,883,296	5,998,832.96	599,883,296	5,998,832.96

*Ordinary shares admitted to trading on LSE before the Consolidation

Table 4. Share Capital immediately following completion of Merger and after the Consolidation assuming that Greenwich acquires all the Target Securities and the Greenwich Class A Options are exercised, but excluding the Capital Raising.

Share	After Consolidation Authorised		After Consolidation Issued	
	Number	Nominal value	Number	Nominal value
Greenwich Shares	190,000,000	£57,000,000	78,962,289	£23,688,686.70
Greenwich Convertible Preference Shares	3,601,070	£1,080,321	3,601,070	£1,080,321
Deferred Shares	599,883,296	£5,998,832.96	599,883,296	£5,998,832.96

*At 30 pence per Greenwich Share and per Greenwich Convertible Preference Share and at 1 penny per Deferred Share.

Further details of the Consolidation of the Greenwich Shares, and its effect of the Greenwich Securities to be issued to holders of Target Securities who accept the Offers is set out in Section 4.8.

Major shareholders in Enlarged Group

Based on the current membership of the three companies and assuming Greenwich acquires 100% of the securities in Buka and Danae and the Greenwich Class A Options have been exercised, after the proposed share consolidation and conversion of the Loan Stock, but before the Capital Raising the largest shareholders of the Enlarged Group will be a group of current Buka shareholders with 18.12% (being interests associated with Buka's current directors (namely Messrs Robert Champion de Crespigny, Ronald Walker, Mark Carnegie and John Richards)), and MP Mining with 17.3%. The makeup of the share register of Greenwich according to the current groups of owners would be as shown in the following table:

Shareholder group	Approximate Percentage of Greenwich Shares	Approximate Voting Power
Existing Greenwich Shareholders (excluding Danae)	10.43%	11.81%
Danae	11.68%	Nil
Buka Shareholders	49.14%	55.64%
Buka Tranche 1 Optionholders	6.21%	7.03%
Danae Ordinary Shareholders	4.32%	4.90%
Danae Class A and Class B Preference Shareholders	18.22%	20.63%

The percentages above, including those attributable to the largest shareholders, are calculated after the conversion of the Loan Stock the exercise of Greenwich Class A Options (which are anticipated to be exercised within 21 days of their issue) but prior to the exercise of any other outstanding options under the Employee Share Option Schemes and the Greenwich Class B Options, and prior to the conversion into Greenwich Shares of the Convertible Preference Shares to be issued to Danae Class A and Class B Preference Shareholders. The diluting effect of the Capital Raising has also been excluded as it is not yet capable of determination.

Assuming Greenwich acquires 100% of the Target Securities and no further Greenwich Shares are issued (including pursuant to the Capital Raising), the holders of Greenwich Class B Options would hold 10.66% of the issued Greenwich Shares after exercise of their options.

Greenwich Convertible Preference Shares would convert into 3.92% of the issued Greenwich Shares (after exercise of the Greenwich Class B Options).

The following table sets out those people who currently have interests in Greenwich Shares or voting rights in Greenwich which would be notifiable to Greenwich and the people who immediately following completion of the Merger (assuming that Greenwich acquires all of the Target Securities and the exercise of all the Greenwich Class A Options, but excluding the Capital Raising), who will have interests in Greenwich Shares or voting rights in Greenwich which would be notifiable to Greenwich (based on the current holdings of securities in Greenwich, Buka and Danae):

Name	No. of Greenwich Shares held pre-Merger	Percentage of Greenwich Shares held pre-Merger	Percentage of Greenwich Shares held upon completion of Merger¹
Buka Investment Consortium	-	-	18.12%
MP Mining Danae	-	-	17.3%
Wittington Investments Limited	122,514,446	33.15%	11.68% ²
Trustees of the Phipps & Company Limited Pension Scheme	15,300,000	4.14%	0.65%
JPMF National Resource Fund	13,002,964	3.52%	0.55%
	12,400,000	3.36%	0.52%

Notes:

1. Not including the effect of the Capital Raising, which is not yet capable of determination. Assuming that Greenwich acquires all of the securities of Buka and Danae, that the Greenwich Class A Options have been exercised, that the Loan Stock has been converted into Greenwich Shares and excluding any Greenwich Shares arising on the exercise of any other options, conversion of the Convertible Redeemable Preference Shares or conversion of the Convertible Loans.
2. Assuming Danae does not sell its Greenwich Shares, as Danae has undertaken not to sell its Greenwich shares during the Offer Period.
- 3.. Danae is the holder of Loan Stock in Greenwich and has agreed to convert £1,850,194.81 of the Loan Stock (being the principal and interest outstanding as at 26 January 2006) into 154,182,900 (pre Consolidation) Greenwich Shares immediately prior to the Danae Offer becoming unconditional. Any Greenwich Shares held by Danae after completion of the Merger will not, in accordance with English law and for so long as Danae holds Greenwich Shares, carry any voting rights.

The requirements for holders of Greenwich Shares or voting rights in Greenwich to notify Greenwich of their holdings are summarised in Section 7.3.

Danae acquired its interest in Greenwich on 15 November 2001 in consideration for the acquisition of Kyprou Gold Limited, and by way of a concurrent subscription for shares. At the same time, a relationship agreement was entered into which obliges Danae to conduct all transactions and relationships with Greenwich to enable Greenwich to carry on its business independently, and confirms that Danae does not intend to use its shareholding in Greenwich

to obtain control of the Board. A supplemental agreement was entered into when Danae subscribed for the Loan Stock in July 2003 which confirmed that if, at any time, a Danae director was chairman of Greenwich he would not exercise his casting vote. Further details relating to Danae's shareholding and Loan Stock in Greenwich are set out in Section 7.11.

Greenwich is not (as far as the Directors are aware) controlled by any person and (as far as the Directors are aware) there are no arrangements, the operation of which may at a subsequent date result in a change of control of Greenwich.

5.5 Greenwich Shareholder Approval, Share Consolidation and Name Change

The Merger constitutes a reverse takeover transaction for the purposes of the Listing Rules of the LSE and, as such, requires the prior approval of Greenwich shareholders. Greenwich's ordinary shares and Loan Stock are listed on the Official List of the UK Listing Authority. The Greenwich Shares and Loan Stock were temporarily suspended from trading from 9:05am on 24 October 2005 pending the distribution of a circular to Greenwich shareholders in relation to the Merger and Capital Raising. It is expected that the suspension of the listing of the Greenwich Shares will be lifted on the first trading day immediately after publication of the prospectus to be issued by Greenwich in relation to the Merger and the Capital Raising.

In order to bring Greenwich's share capital more in line with companies of a similar size on the LSE, the Board will seek shareholder approval at an EGM, expected to be held in late March 2006, some three weeks following publication of a prospectus in relation to the Merger and Capital Raising, that the ordinary shares of 1 penny be consolidated into ordinary shares of 30 pence on a 1 for 30 basis. Greenwich Convertible Preference Shares will be consolidated on the same basis. Further details of the Consolidation and its effect on the Greenwich Securities to be issued to holders of Target Securities who accept the Offers are set out in Section 4.8.

In addition the Board will propose certain other items for shareholder approval at the EGM, including a change of Greenwich's name to Scarborough Minerals plc, the issue of Greenwich Shares and Greenwich Convertible Preference Shares, the approval of the Greenwich Class A and Class B Option Schemes and the LTIP in connection with the Merger, and certain changes to the Articles in order to facilitate the Merger and bring them up to date. The change of Greenwich's name will take place upon the Offers becoming unconditional.

The Offers are conditional upon Greenwich's shareholders passing the resolutions proposed for the EGM.

Danae, Peter Bridges, Phipps & Company Limited (a shareholder in Greenwich in which Stephen Phipps is a shareholder and director) and the trustees of the Phipps & Company Limited pension scheme and Colin and Marion Phipps, Stephen Phipps' parents, have irrevocably undertaken to vote in favour of the resolutions to be proposed at the EGM in respect of the Greenwich Shares held by them which amount, in aggregate, to 137,582,594 Greenwich Shares, representing approximately 37.4% of the share capital in Greenwich.

5.6 Proposed Capital Raising

Placing and Open Offer

Greenwich will seek to raise at least £15 million (before expenses and any drawdown of the Convertible Loans) from institutional investors pursuant to the proposed Placing and Open Offer. Existing Greenwich shareholders (but not holders of Buka or Danae securities who become Greenwich shareholders on completion of the Merger) are being given the pro-rata opportunity to participate in at least £3 million of this capital raising under the Open Offer. The Placing and Open Offer will be underwritten (to the extent that commitments to subscribe are

procured) and will be open for acceptance when the Issue Price has been determined. This is anticipated to be on or around 14 March 2006.

The net proceeds of the Placing and Open Offer will be used to assist the Enlarged Group in advancing its existing projects and opportunities, as well as providing funds with which the Enlarged Group can pursue its strategy, as set out in this Bidder's Statement.

Pursuant to a proposed Placing Agreement between Collins Stewart and Greenwich, it is proposed that Collins Stewart will conditionally use its reasonable endeavours to procure investors to acquire all of the Greenwich Shares under the Placing and Open Offer at a price to be determined following an institutional bookbuilding exercise after the approval by Greenwich Shareholders of the Merger at the EGM, subject, in the case of the Open Offer, to recall by existing Greenwich shareholders in order to meet valid applications pursuant to the terms of the Open Offer.

If, for any reason, the Issue Price to be announced in connection with the Placing and Open Offer is determined to be at a discount of more than 10% to the middle market price of the existing Greenwich Shares at the time of announcement of the Issue Price, a further extraordinary general meeting of Greenwich will be required for Greenwich shareholders to specifically approve the Issue Price at that discount. There can be no guarantee that Greenwich shareholders would approve an Issue Price at such a discount, and therefore that the Placing and Open Offer would proceed, in which case it is likely that the Convertible Loans would be drawn down.

The Open Offer will be made to existing Greenwich shareholders (but not holders of Buka or Danae Securities who become Greenwich shareholders on completion of the Merger). The issue price of Greenwich Shares under the Open Offer (**Issue Price**) will be determined following an institutional bookbuilding exercise after the approval by Greenwich Shareholders of the Merger at the EGM.

Convertible Loans

In order to provide certainty in relation to the Enlarged Group's working capital, interests associated with certain of the Proposed Directors (namely Champion de Crespigny Superannuation Pty Limited, associated with Robert Champion de Crespigny and Carnegie Wylie & Company Pty Limited, associated with Mark Carnegie) have agreed to provide Convertible Loans for an aggregate of £2.5 million to Greenwich conditional on completion of the Merger, which can be converted into new Greenwich Shares. Greenwich only intends to draw down these facilities in the event that the proceeds of the Placing and Open Offer are not forthcoming and Greenwich is not able to secure alternative funds on preferable terms during the 3 months following completion of the Merger.

The Placing and Open Offer, and the Convertible Loans, will not become effective unless the Offers become unconditional and Admission takes place. However, the Offers are not conditional on the Placing and Open Offer. The terms of the Convertible Loans are summarised in Section 6.7(1) of this Bidder's Statement.

5.7 Loan Stock

Greenwich currently has £1.5 million in Loan Stock on issue held by Danae, which is convertible into Greenwich Shares. Danae has agreed to convert the Loan Stock into Greenwich Shares immediately prior to the Danae Offers becoming unconditional. The effect of the conversion of the Loan Stock on the capital structure of Greenwich is set out in Section 5.4. Further details on the agreements relating to Danae's shareholding and Loan Stock in Greenwich are set out in Section 7.11.

5.8 Employees

From 2003 to 2005, the average number of employees of the Greenwich Group remained at five all of which are located in the United Kingdom.

On Completion of the Merger the number of employees of the Enlarged Group will increase to seven of which four will be located in the United Kingdom and three located in Australia.

SECTION 6 - GREENWICH

6.1 Overview of Greenwich

(1) Incorporation

The Company, whose registered office is at 1 Mathon Place, Mathon, Malvern, Worcestershire, WR13 5NZ, England, was incorporated and registered in England and Wales on 12 November 1984 as a limited liability company with registered number 1862971 under the UK Companies Act.

The Company's ordinary shares have been created under the UK Companies Act and were first listed on the main list of the London Stock Exchange on 29 August 1985.

(2) Assets

Greenwich is the parent of a group which is currently involved in the exploration for, and the proposed development of gold and other metals and minerals, including oil and gas investments, either alone or with joint-venture partners, with the intention of future mining and production. No mining or production has been performed to date.

Greenwich's primary focus is the Sappes Gold Project in north eastern Greece which is a proposed development of an underground gold mine on the high-grade Viper orebody and a shallow open pit on the near surface St Demetrios orebody. Refer to Section 5.2.3 for information in relation to this project.

In addition, the Group holds a 2.5% royalty on gold production from a small open pit mine called the Golden Ridge Mine, near Kalgoorlie in Western Australia. There is currently no production from this mine.

Greenwich also has an approximate 2.3% shareholding in Desire, an AIM-quoted company with oil and gas interests off-shore the Falkland Islands.

Greenwich has continued to review other investment opportunities in Spain and Chile but neither of these are at an operational stage.

Refer to Section 5.2 for further information in relation to Greenwich's assets and projects.

6.2 Directors of Greenwich

(1) Proposed new Board of Greenwich

Upon completion of the Merger it is intended that the Board be comprised of the following Directors in the capacities set out below:

Mr Robert Champion de Crespigny AC Proposed Executive Chairman

Mr Champion de Crespigny, who is aged 55, is the Chairman of Buka. He founded the Normandy Mining group in 1985 and built it to become Australia's dominant gold mining group up until its acquisition by Newmont Mining Corporation for a value of over US\$3 billion in 2002. Mr Champion de Crespigny is the Chairman of the Economic Development Board of South Australia and is an independent adviser to the Executive Committee of Cabinet of the South Australian Government. He is Chairman of two other ASX-listed companies, Babcock & Brown Capital Limited and

Primelife Corporation Limited, and is also a Council Member of the National Gallery of Australia. He was made a Companion of the Order of Australia, Australia's highest honour, in 2002 for services to the mining industry, to business and to the community in the areas of cultural preservation and education. He currently resides in Adelaide, South Australia but intends to reside in the United Kingdom from early 2006.

Mr John Richards Proposed Executive Director

Mr Richards, who is aged 45, is the managing director of Buka. He has more than 20 years resources industry experience in Australia and Europe, including 11 years at Normandy Mining with Mr Champion de Crespigny, ending as Group Executive of Strategy and Business Development. He was the head of Standard Bank's Mining & Metals Advisory business in the Asia-Pacific region until February 2004 when he took up his current position.

Mr Mark Carnegie Proposed Non-Executive Director

Mr Carnegie, who is aged 44, is a director of Buka and principal of the Australian mergers and acquisitions advisory firm Carnegie, Wylie & Company Pty Limited. Carnegie Wylie is an adviser to a number of Australia's leading corporations, including BHP Billiton, Telstra, Coles Myer, Qantas and Toll Holdings. Prior to forming Carnegie Wylie, he worked for the investment banking firm, James D Wolfensohn Inc and acted as principal consultant for Hellman & Friedman, a San Francisco based private equity fund, in Australia and South East Asia. Mr Carnegie is Chairman of STW Communications Group Limited, President Commissioner of PT London Sumatra and a director of Easycall International Limited, Macquarie Radio Network Limited and Lonely Planet Publications.

Mr Robert McDonald Proposed Non-Executive Director

Mr McDonald, who is aged 55, is the principal of The Minera Group, a specialist mining advisory group headquartered in Australia but active in most mining regions of the world. Minera assists a select number of mining companies and mining investment/finance institutions in developing and executing business plans in the sector. Mr McDonald has more than 30 years experience in the mining sector firstly in various roles within the Rio Tinto group and prior to launching Minera, in investment banking as Managing Director of N M Rothschild & Sons (Australia) Ltd and as a principal of Resources Finance Corporation Limited. He has broad experience in the international mining sector and is widely recognised for his knowledge of the industry. Mr McDonald is a director of Buka.

Mr Stephen Phipps Non-Executive Director

Mr Phipps, who is aged 48, was appointed to the Board on 24 March 1995. He is also a director of a number of companies including Phipps & Company Limited, Desire Petroleum plc and Lawrence Industries Limited. He spent 20 years working as a stockbroker for Hoare Govett Limited in London and New York, and subsequently for Salomon Brothers International in London, for the last 5 years he has been engaged full time at Phipps & Company Limited, a private family company.

Mr Donald Lewis Non-Executive Director

Mr Lewis, who is aged 43, is the managing director of Danae and was appointed to the Board on 6 October 2005. He is a civil engineer with over 20 years experience in resource development, design, construction and financing. In his current role as managing director of Multiplex Engineering Pty Limited (**MXE**), a subsidiary of

Multiplex Limited responsible for minerals, energy and infrastructure projects, he is overseeing MXE's participation in significant mineral processing and infrastructure projects. Mr Lewis has previously played a key role in a number of industrial mineral projects including the Onslow solar salt project and major marine infrastructure including the Bayu-Darwin gas pipeline in the Timor Sea.

Mr John Bovard Non-Executive Director

Mr Bovard, who is aged 60, is a civil engineer with 39 years experience in mining and project development, including the completion of the A\$800 million Queensland Fertilizer Project for WMC Ltd. He is currently CEO of Asia Pacific Resources Ltd, a Canadian listed mining company, developing a potash resource in Thailand.

Mr Ronald Joseph Walker AC CBE Proposed Alternate Director to Robert Champion de Crespigny

Ronald Walker, who is aged 66 is Chairman of John Fairfax Holdings Limited and a director of Buka. He also holds the honorary position of Chairman of the Australian Grand Prix Corporation and the Melbourne 2006 Commonwealth Games Corporation, and director of Football Federation Australia (formerly Soccer Australia).

(2) **Resigning Directors**

The current directors of Greenwich who will resign from the Board upon completion of the Merger are set out below:

Mr John Corcoran Chairman

Mr Corcoran was appointed to the Board on 10 December 2001 and became Chairman on 19 February 2002.

Mr Peter Bridges Chief Executive

Mr Bridges, who is aged 58, was appointed as a Director on 23 July 1991 and became Chief Executive on 28 November 2002. He joined Greenwich in 1988 as Exploration Manager.

Dr Paul Mihalop Non-Executive Director

Mr Mihalop, who is aged 62, was appointed to the Board on 10 December 2001.

6.3 Corporate Governance

(1) **Introduction**

The Board believes in sound corporate governance and endeavours to comply with the principles of good governance in the Combined Code. The Combined Code recommends that the board of directors of a UK public company should include a balance of executive and non-executive directors (and in particular non-executive directors), such that no individual or small group of individuals can dominate the board's decision-taking. The Combined Code further recommends that at least half of the board, excluding the Chairman, should comprise non-executive directors determined by the board to be independent. If a company is below the FTSE350, the Combined Code recommends that there should be at least two independent non-executive directors, and if a company is a FTSE 350 company the Combined Code recommends that there are at least three independent non-executive directors.

Upon completion of the Merger, Greenwich will have seven Directors, two executive and five non-executive, with two non-executives considered by the new Board to be independent (Messrs Phipps and McDonald). This New Board structure will satisfy the requirements of the Combined Code for so long as Greenwich remains outside the FTSE 350.

In order to comply with the Combined Code the Board has established an Executive Committee, an Audit Committee and a Remuneration and Appointments Committee with the following roles within the Group.

It is anticipated that these committees will continue with the same roles, but differently constituted, after completion of the Merger.

(2) Executive Committee

The present members of the Executive Committee are Peter Bridges, John Corcoran and the Company Secretary. Meetings are held as required. The role of the Executive Committee is to manage the day to day responsibility of the Greenwich Group insofar as a decision of the full Board is not required. Upon Completion of the Merger, Peter Bridges and John Corcoran will be replaced by Robert Champion de Crespigny and John Richards.

(3) Audit Committee

The members of the audit committee comprise all the non-executive directors (other than John Corcoran). Meetings are held at least once a year, or more as required. Following the completion of the Merger Mark Carnegie will join Stephen Phipps as an independent non executive Director on the board of the Audit Committee.

Other Board members may also be invited to attend, although at least once a year the audit committee must meet Greenwich's external auditors without management being present.

The role of the audit committee includes consideration of matters relating to the appointment of Greenwich's auditors and the independence of Greenwich's auditors, reviewing the integrity of Greenwich's annual and interim reports, preliminary results' announcements and any other formal announcement relating to its financial performance. The Committee also reviews the effectiveness of the Greenwich Group's system of internal control and compliance procedures and the arrangements by which the staff of Greenwich may, in confidence, raise concerns about possible improprieties in matters of financial reporting.

(4) Remuneration and Appointment Committee

The members of the Remuneration and Appointment Committee comprise all the non-executive directors (other than John Corcoran). The chairman is Stephen Phipps. Meetings are convened as required on all aspects and policy relating to nominations, appointments and remuneration of directors. All directors are required, in turn, to stand for re-election every three years. The Board, as a whole determines the remuneration of the non-executive directors. No Director or manager may be involved in any decisions as to their own remuneration. Following completion of the Merger, Mark Carnegie will join this committee.

6.4 Financial Information about Greenwich

A copy of Greenwich's preliminary financial statements for the year ended 30 September 2005 is set out in Annexure A.

6.5 Disclosure of interests and benefits

(1) Interests and benefits

Other than as set out in this Bidder's Statement:

- (a) no director or proposed director of Greenwich or other person named in this Bidder's Statement as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of the Bidder's Statement (**Adviser**), or promoter of Greenwich has had in the 2 years before the date of this Bidder's Statement, any interest in the offer of Greenwich Securities made under the Offers, in the formation or promotion of Greenwich or in any property of or proposed to be acquired by Greenwich in connection with the formation or promotion of Greenwich or the offer of Greenwich Securities made under the Offers;
- (b) no amount, whether in cash or securities or otherwise, has been paid or agreed to be paid, or any benefit given or agreed to be given, to any Greenwich director to induce him to become, or to qualify him as, a director; and
- (c) no amount, whether in cash or securities or otherwise, has been paid or agreed to be paid, or any benefit given or agreed to be given, for the services provided by a Greenwich director, adviser or promoter of Greenwich in connection with the formation or promotion of Greenwich or the offer of Greenwich Securities made under the Offers.

(2) Interests of Greenwich Directors in Greenwich Securities

Greenwich Shares

The table below shows the interests of the Directors and Proposed Directors in the Greenwich Shares as at the date of this Bidder's Statement, and the number of Greenwich Shares which the Directors and Proposed Directors are expected to hold directly or indirectly immediately following completion of the Merger.

Table 5. Interests of Directors and Proposed Directors in Greenwich Shares

Name		No. of Greenwich Shares held prior to Merger	Percentage of Greenwich Shares held prior to Merger	Expected No. of Greenwich Shares held immediately following Merger (after share Consolidation) ²	Expected percentage of Greenwich Shares Immediately following Merger ²	Voting Power on Completion of the Merger
Peter Bridges	Sinclair	190,184 ¹	0.05%	6,339	0.008%	0.009%
Stephen Phipps	Lawrey	14,877,964 ³	4.03%	495,932	0.63%	0.71%
John Corcoran	Anthony	Nil	Nil	219,731 ⁴	0.28%	0.32%
Donald Lewis	Patrick	Nil	Nil	206,502 ⁵	0.26%	0.30%
John Bovard	Graham	Nil	Nil	Nil	Nil	Nil
Paul Mihalop	Bradley	Nil	Nil	Nil	Nil	Nil
Robert Champion	James de Crespigny	Nil	Nil	4,829,651 ⁶	6.12%	6.93%
John Richards		Nil	Nil	481,729 ⁷	0.61%	0.69%
Mark Carnegie	Howard	Nil	Nil	5,280,033 ⁸	6.69%	7.57%
Robert McDonald	John	Nil	Nil	Nil ⁹	Nil	Nil
Ronald Walker	Joseph	Nil	Nil	3,090,398	3.91%	4.43%

Notes:

1. This holding represents 125,184 Greenwich Shares held by Peter Bridges and 65,000 Greenwich Shares held by his wife, Valda Bridges.
2. Assuming that 100% of the Target Securities are acquired, the Greenwich Class A Options are exercised and the Loan Stock is converted to Greenwich Shares (but excluding the Capital Raising). Directors and Proposed Directors may participate in the Capital Raising.
3. Stephen Phipps owns a 25% equity interest in Phipps & Company Limited, which owns 1,875,000 Greenwich Shares. In addition he has a beneficial interest in 13,002,964 Greenwich Shares held by the Trustees of the Phipps & Co Pension Scheme. He is also interested in 52,011,856 Deferred Shares in Greenwich.
4. John Corcoran owns directly or indirectly 7,065,500 Danae Ordinary Shares, for which he could receive Greenwich Shares if he accepts the Offer in respect of the Danae Ordinary Shares. 1,875,000 of these shares are employee incentive shares in respect of which Mr Corcoran has notified Greenwich he will not be accepting the Offer.
5. Donald Lewis owns directly or indirectly 5,354,190 Danae Ordinary Shares, for which he could receive Greenwich Shares if he accepted the Offer in respect of the Danae

Ordinary Shares. 476,190 of these shares are employee incentive shares in respect of which Greenwich understands Mr Lewis will not be accepting the Offer.

6. Robert Champion de Crespigny has an interest in 15,302,963 Buka Shares, 16,958,550 Buka Tranche 1 Options and 16,958,550 Buka Tranche 2 Options. These Target Securities are held by Albany Bay Minerals Pty Limited in trust for Bayeux Investments Pty Limited. Greenwich also proposes to enter into one of the Convertible Loans described in Section 6.7 with interests associated with Mr Champion de Crespigny, conditional upon completion of the Merger. Greenwich also proposes to establish the LTIP in which Mr Champion de Crespigny may participate. The terms of the LTIP are described in Section 7.4.
7. John Richards owns 1,617,050 Buka Shares, 1,500,000 Buka Tranche 1 Options and 1,500,000 Buka Tranche 2 Options.
8. Mark Carnegie has an interest in 16,748,950 Buka Shares, 18,500,000 Buka Tranche 1 Options and 18,500,000 Buka Tranche 2 Options. These Target Securities are held by Carnegie, Wylie & Company Pty Limited. Greenwich also proposes to enter into one of the Convertible Loans described in Section 6.7(1) with interests associated with Mark Carnegie conditional upon completion of the Merger.
9. Pursuant to the terms of appointment of Mr Robert McDonald as a director of Buka dated 18 October 2005 (as amended), and at a time when the Merger was in the course of negotiation, Buka agreed that Mr McDonald would if the Merger succeeded receive, as part of his remuneration package:
 - (a) an issue of shares in Greenwich to a value equivalent to A\$100,000 at an issue price being a 10% discount to the VWAP of Greenwich Shares leading up to their issue; and
 - (b) an initial issue of unlisted options to subscribe for Greenwich Shares having a term of 5 years and an exercise price equal to the VWAP of Greenwich Shares in the period leading up to Mr McDonald becoming a director of Greenwich and a total exercise cost of the equivalent of \$600,000; and
 - (c) in subsequent years an issue of further unlisted options to subscribe for Greenwich Shares on a similar basis, but with half of the total exercise price indexed appropriately (or cash remuneration in the alternative, broadly equivalent to that received by other non-executive directors, at Mr McDonald's option).

Greenwich will honour these arrangements.

10. Ronald Walker has an interest in 9,820,463 Buka Shares and 10,791,450 Buka Tranche 1 Options and 10,791,450 Buka Tranche 2 Options. These Target Securities are currently held by Albany Bay Minerals Pty Ltd (as trustee for Takeda Pty Ltd).

Options

Table 6 and Table 7 set out details of the options to subscribe for Greenwich Shares issued by Greenwich held directly or indirectly by the Directors and Proposed Directors:

Table 6. Options issued by Greenwich held by Directors prior to the Merger and after the Consolidation of Greenwich Shares

Name	No. of options	Exercise price (pence)	Latest Exercise Date
Peter Bridges	268,668	11.91	21 May 2006
	247,620	6.46	21 January 2009
	606,669	4.24	15 January 2011
	500,000	2.50	19 February 2012

Table 7. Options issued by Greenwich held directly or indirectly by Directors following the Merger and after the Consolidation of Greenwich Shares and exercise of the Greenwich Class A Options

Name	Option Scheme	No. Greenwich Shares the subject of options held	Exercise price Per Greenwich Share (pence)
Peter Bridges ¹	Executive	8,955	357.3
	Executive	8,254	193.8
	Executive	20,922	127.2
	Executive	16,666	75.0
Robert Champion de Crespigny ²	Class A	1,661,938	30.0
	Class B	3,193,860	50.4
Mark Carnegie ²	Class A	1,813,000	30.0
	Class B	3,484,167	50.4
John Richards ²	Class A	147,000	30.0
	Class B	282,500	50.4
Robert Macdonald ³	Nil	Nil	N/A
Ronald Walker ²	Class A	1,057,562	30.0
	Class B	2,032,390	50.4

Notes:

1. These options are described in Section 7.10 of this Bidder's Statement. These figures are subject to confirmation by Greenwich's auditors in accordance with rules of the relevant Employee Share Option Scheme.
2. These are the Greenwich Class B Options and except in the case of Mr Richards, will be held by interests associated with the Proposed Directors. Interests associated with Robert Champion de Crespigny, Ronald Walker, Mark Carnegie and John Richards will also receive Greenwich Class A Options. It is assumed that their Greenwich Class A Options will be exercised. After Consolidation each option upon exercise will revert into 0.0333 of a Greenwich Share.
3. Robert Macdonald will be issued with options on the terms set out in Note 8 to Table 5 above.

(3) Remuneration of Greenwich Directors

Overview

All Directors are required to retire in rotation every three years in accordance with the Articles but following such retirement they are eligible for re-election. Any director appointed to the Board to fill a casual vacancy or as an additional director is required to retire at the 1st AGM following their appointment and is then eligible for re-election.

In relation to the 2005 financial year, the remuneration paid (including any contingent or deferred compensation) and benefits in kind granted to the Directors by any member of the Greenwich Group were as follows:

Name	Salary/Fee £000	Bonuses and other remuneration benefits £000
John Anthony Corcoran	60	
Peter Sinclair Bridges	82	20*
Stephen Lawrey Phipps	11.25**	-
Paul Bradley Mihalop	11.25	-
John Graham Bovard	11.25	-

* Pension and other taxable benefits

** Fee paid to Phipps & Company Limited for the provision of services by Stephen Phipps.

Current Chief Executive

There are no current service contracts between any of the Directors and the Greenwich Group other than for Peter Bridges who is employed under a service agreement with Greenwich dated 1 April 1988 (as amended) pursuant to which he is appointed as an executive director. The notice period required to terminate his service agreement is 12 months. Peter Bridges' basic salary is £90,874 per annum plus benefits, including private healthcare. Peter Bridges will be entitled to a termination payment of not less than £105,000 increased to reflect future increases in the amount of salary and the annual value of the benefits in kind. Conditionally upon completion of the Merger, Peter Bridges will resign from 30 April 2006. He will receive a payment of £140,000 under the terms of the compromise agreement settling claims for compensation arising from the termination of his employment and his resignation from all his directorships in the Greenwich Group, and his existing share options will remain exercisable (subject to the rules of the relevant Employee Share Option Scheme).

Danae Representatives

The services of John Corcoran, John Bovard and Donald Lewis are provided under the following arrangements:

- By an agreement dated 29 November 2002 between Greenwich and Danae, Danae agreed to provide Greenwich with the services of John Corcoran, as Chairman of Greenwich, for a minimum of 25 hours per week, in consideration of the payment of £60,000 per annum. The agreement is terminable on 3 months' prior notice by either party. Danae has agreed to procure that the Multiplex Limited and John Corcoran will not, during the period of John Corcoran's appointment under the agreement, without the prior consent of Greenwich (such consent not to be unreasonably withheld) be engaged in any other business related to the exploitation of mineral rights which may have an adverse material

effect on the business carried out by the Greenwich Group. John Corcoran will resign and this agreement will be terminated, both with effect from completion of the Merger.

- By an agreement dated 29 November 2002 between Greenwich and Danae, Danae agreed to provide Greenwich with the services of John Bovard, as a non-executive director of Greenwich. The payment for these services was £15,000 per annum although by agreement this was reduced to £11,250 per annum. The agreement is terminable on 3 months' prior notice by either party. Danae has agreed to procure that the Multiplex Limited and John Bovard will not, during the period of John Bovard's appointment under the agreement, without the prior consent of Greenwich (such consent not to be unreasonably withheld) be engaged in any other business related to the exploitation of mineral rights which may have an adverse material effect on the business carried out by the Greenwich Group. This agreement will be terminated with effect from completion of the Merger.
- Donald Lewis was appointed non-executive director of the Company on 6 October 2005 and Danae has agreed to provide his services to Greenwich as a non-executive director. Danae is entitled to be paid a gross fee of £15,000 per annum for the performance of his duties although by agreement this was reduced to £11,250 per annum. This arrangement will be terminated with effect from completion of the Merger and a new agreement will be entered into to reflect the terms set out below.

Other non-executive Directors

The remuneration and terms and conditions for the current non-executive Directors (other than John Bovard, John Corcoran and Donald Lewis) are as follows:

- Pursuant to an agreement dated 2 November 1995, made between Greenwich, Phipps and Company Limited and Stephen Phipps, Stephen Phipps was appointed non-executive director of Greenwich with effect from 24 March 1995. Stephen Phipps, is entitled to be paid a gross fee of £15,000, per annum in the performance of his duties, although by agreement this was reduced to £11,250. This agreement will be terminated with effect from completion of the Merger and a new agreement will be entered into to reflect the terms set out below;
- Pursuant to a letter of appointment dated 15 November 2001, Paul Mihalop, was appointed non-executive director of Greenwich. Paul Mihalop, is entitled to be paid a gross fee of £15,000 per annum in the performance of his duties, although by agreement this was reduced to £11,250. Paul Mihalop will resign and this agreement will be terminated, both with effect from completion of the Merger.

Proposed new executive Directors

With effect from the completion of the Merger, Robert Champion de Crespigny and John Richards are to be appointed as executive Directors on the following terms and conditions:

- With effect from completion of the Merger, Robert Champion de Crespigny will be appointed as Executive Chairman for an initial term of 12 months terminable after the first year by either party giving 12 months notice, which may be given at any time. He will receive remuneration of £100,000 per annum; and

- With effect from completion of the Merger, John Richards will be appointed as Executive Director under the terms of his existing contract with Buka, which entitles him to a total remuneration package of A\$299,750 per annum plus a performance bonus (which is currently linked to the performance of the Buka Share price). This contract can be terminated by either party on three months notice. In the event of John Richards' employment being terminated following the retirement or removal as Chairman of Robert Champion de Crespigny, Mr Richards will be entitled to a termination payment (including that relating to any notice period) equal to the amount of his base salary for the previous 12 months if termination is at Mr Richards instigation and in the previous 18 months if termination is at Buka's instigation.

Proposed new non-executive Directors

With effect from completion of the Merger, Mark Carnegie and Robert McDonald are proposed to be appointed as non-executive Directors and John Bovard, Stephen Phipps and Donald Lewis are proposed to continue as non-executive Directors of Greenwich. They (or in the case of Stephen Phipps, Phipps & Company Limited and in the case of Donald Lewis, Piedmont Nominees Pty Limited) will receive payment of £25,000 each per annum. The appointments will be terminable on a month's prior notice after the initial 12 month term by Greenwich and on one month's notice at any time by the non-executive director.

(4) Directors' indemnity & insurance

Greenwich has in place directors' and officers' liability insurance.

(5) Other interests of Directors and Proposed Directors

Phipps & Company Limited is one of the founders of Desire and Stephen Phipps is a director of Desire. Greenwich has a shareholding of approximately 2.3% in Desire. Phipps & Company Limited has a beneficial interest in 32,944,394 ordinary shares with a par value of 1 penny each of Desire which represents a non-controlling interest and also holds options to subscribe for 4,857,119 ordinary shares in Desire with an exercise price of 17.92 pence per share. Stephen Phipps holds options to subscribe for 478,239 ordinary shares in Desire at 20.11 pence per share, 335,356 ordinary shares in Desire at 21.74 pence per share and 100,000 ordinary shares in Desire at 33 pence per share.

Phipps & Company Limited is also the owner of property at which the registered office of Greenwich is located, which Greenwich rents for a sum of £25,000 per annum. Greenwich pays a further £2,500 per annum for Phipps & Company Limited to provide services in connection with the property.

In September 2004, Buka acquired Albany Bay Mineral's interest (a company associated with Robert Champion de Crespigny) and Carnegie, Wylie & Company Pty Limited's interest (a company associated with Mark Carnegie) in the senior secured debt of Gympie Gold (with related assets and a 12.885% interest in GEM) for A\$4.5 million. The interest in the senior secured debt of Gympie Gold has since been sold by Buka to Mizuho.

Buka pays Carnegie, Wylie & Company Pty Limited, a company associated with Mr Mark Carnegie, an aggregate of A\$66,600 per annum for provision of office space & administration services.

Buka pays Bayeux Capital Management Pty Ltd, a company associated with Mr Robert Champion de Crespigny, an aggregate of A\$32,000 per annum for provision of office space and administrative services.

Danae paid fees of A\$74,220 during the 2005 financial year to Piedmont Nominees Pty Limited, an entity associated with Mr Lewis for the provision of services as Managing Director of Danae.

John Corcoran and Don Lewis are directors of MP Mining which received a management fee from Danae of A\$75,000 per month from 1 July 2002 to 22 December 2003 totalling A\$426,781 for the year ended 30 June 2004 (2003: A\$900,000), and also recharged A\$168,815 during the half year ended 30 June 2004 (2003: A\$572,887) relating to provision of directors, staff and administrative services.

(6) Interests of Directors and Proposed Directors in Merger

As disclosed in Section 6.5(2), John Corcoran, Donald Lewis and John Bovard are directors of, and John Corcoran and Donald Lewis are shareholders of, Danae, one of the parties to the Merger and a Greenwich shareholder.

Robert Champion de Crespigny, John Richards, Robert McDonald, Ronald Walker and Mark Carnegie, being Proposed Directors, are directors of Buka. Mr Champion de Crespigny, Mr Richards, Mr Walker and Mr Carnegie also hold securities in Buka (directly or indirectly) and Mr Champion de Crespigny and Mr Carnegie hold options in Greenwich by way of the Convertible Loans described in Section 6.7(1).

(7) Interests and benefits of advisers

Collins Stewart is acting as sponsor and broker in relation to the Capital Raising. Greenwich has paid or agreed to pay approximately up to £250,000 for these services.

Grant Thornton UK LLP have audited the financial statements of Greenwich for the years ended 30 September 2003, 2004 and 2005 and provided a report for inclusion in the prospectus to be issued by Greenwich in relation to the Merger and Capital Raising. Greenwich has paid or agreed to pay approximately £114,000 for these services.

Deacons is acting as Australian legal adviser to Greenwich in relation to the Offers. Greenwich has paid or agreed to pay approximately A\$300,000 for these services.

Cobbetts is acting as English legal adviser to Greenwich in relation to the Offers. Greenwich has paid or agreed to pay approximately £250,000 for these services.

SRK has prepared a Competent Person's Report for inclusion in the prospectus to be issued by Greenwich in relation to the Merger and Capital Raising. Greenwich has paid or agreed to pay approximately £13,000 for these services.

REC has prepared an Independent Competent Persons technical review for inclusion in the prospectus to be issued by Greenwich in relation to the Merger and Capital Raising. Greenwich has paid or agreed to pay approximately £18,524.27 for these services.

In August 2002 and April 2003, Barry John Goss FAusIMM CPMAN, an employee of Danae at the time, updated the feasibility study and reserve and resources data on the

Sappes Gold Project. Mr Goss was paid A\$450 and A\$3,000 respectively for these services.

In February 2003, Australian Mining Consultants Pty Ltd updated the mining section of the feasibility study and reserve estimate for the Viper deposit part of the Sappes Gold Project. Australian Mining Consultants Pty Ltd was paid A\$186,584 for these services.

6.6 Rights and liabilities attaching to Greenwich Securities

The rights and liabilities attaching to the Greenwich Securities which will be issued pursuant to the Offers are summarised in Section 7.

6.7 Material Contracts

The material contracts to which Greenwich, Buka and Danae (or entities in which they have an interest) are a party and which are not described elsewhere in this Bidder's Statement are summarised below.

(1) Greenwich Agreements

Charter Exploraciones SA

On 8 June 2005 Greenwich and Cambridge Mineral Resources Plc entered into a Contract for Professional Services and Representation with Charter Exploraciones SA for the undertaking of legal due diligence studies. Both Greenwich and Cambridge Mineral Resources Plc were considering jointly acquiring certain processing facilities in Almagrera, Southern Spain. Charter Exploraciones SA was also employed under this contract to negotiate an acceptable purchase price for the assets and represent Greenwich and Cambridge Mineral Resources Plc in discussions with the relevant Spanish authorities regarding the award of operating and environmental permits.

Under the terms of this contract, a fee of €30,000 will be payable (to Charter Exploraciones SA) once the purchase of the assets has been legally completed with a further €120,000 payable when the environmental permit has been awarded and a final €150,000 payable when all the operating permits have been issued and the plants are ready to begin operations.

Cambridge Mineral Resources Plc has now withdrawn from the collaboration and Greenwich has decided to continue with this contract alone and so is solely liable for all subsequent costs incurred. Should Greenwich decide to withdraw from the contract before the successful outcome of the project a termination fee of €36,000 is payable to Charter Exploraciones SA. Cambridge Mineral Resources Plc remains liable for half of such termination fee and has acknowledged this continuing obligation.

Sappes Gold Project Lease

On 11 February 1993, Thrace executed a lease agreement with the government of Greece for the exploitation rights in relation to certain land in Thrace, Greece. These rights can currently not be exploited, as set out in Section 5.2(3)

Convertible Loans

On or about 21 February 2006 each of Champion de Crespigny Superannuation Pty Limited and Carnegie Wylie & Company Pty Limited entered into a Convertible Loan Agreement with Greenwich whereby each of them agreed to lend Greenwich,

conditional upon completion of the Merger the sum of £1.25 million. Details of the convertible loan agreements are set out below.

Particulars of Convertible Loans

The Convertible Loans constitute unsecured obligations of Greenwich and rank *pari passu* with each other and with all other outstanding unsecured and unsubordinated obligations of Greenwich, present and future, subject to mandatory provisions of law relating to creditor's rights generally.

Drawdown and non-utilisation fee

The Convertible Loans may be drawn down by Greenwich at any time during the period commencing on the date of completion of the Merger and ending 3 months thereafter (**Drawdown Period**) if, and only if, the Placing and Open Offer has not raised at least £15 million, before expenses. In the event that the Convertible Loans are not drawn down within the Drawdown Period a non-utilisation fee (**Fee**) of £25,000 in respect of each Convertible Loan shall become due from Greenwich to the relevant lender. The fee will, at the option of each lender, be satisfied either in cash or by the allotment of Greenwich Shares. If a lender elects to receive the fee by the allotment of Greenwich Shares, such Greenwich Shares shall be issued either at the issue price under the Placing and Open Offer or, if there has been no Placing and Open Offer, at the average mid market closing price of the Greenwich Shares for the 20 days commencing with the date of completion of the Merger, less 10% (**Convertible Loan Share Price**).

Conversion

If the Convertible Loans are drawn down, they are convertible at the option of the lender into Greenwich Shares at any time during the term of the Convertible Loans at the Convertible Loan Share Price.

Interest and repayment

Interest accrues on the Convertible Loans at the rate of 5% per annum above LIBOR and is capitalised and thus added to the capital balance of the Loans on a quarterly basis. The Convertible Loans are repayable on the third anniversary of Completion of the Merger and may not be repaid early.

(2) **Buka Agreements**

Sale of Lady Annie copper project

On or about 17 June 2004, Buka and Buka Minerals LL2 entered into agreements with CopperCo pursuant to which the Buka Group agreed to sell its interest in the Lady Annie copper project to CopperCo. The transaction was effected by the sale of Buka's shares in Buka Minerals (Lady Loretta) Pty Limited (a wholly owned subsidiary of Buka) and the direct sale by Buka Minerals LL2 of its 49% interest in the project. In accordance with the terms of these agreements, CopperCo has paid or settled the following amounts to Buka in consideration for its interest in the Lady Annie project:

- A\$2,000,000 in cash; and
- 300 million CopperCo ordinary shares at A\$0.02 per share.

In addition, Buka is entitled to receive:

- A\$3,000,000 payable no later than 30 June 2006, secured by a mortgage over the Lady Annie project. The Lady Annie Project is discussed in Section 5.2(7);
- A\$1,000,000 payable 90 days after financial close for the development of a mine in the Lady Annie project area; and
- A\$1,000,000 payable 90 days after CopperCo acquires a mining lease over all of the area which is the subject matter of the sub-lease agreement with Noranda Pacific which extends also to all mineral rights below the current depth limitation of that sub-lease.

For the final payment of A\$1,000,000 listed above to be made, a mining lease must be obtained by CopperCo within 2 years of the date of the agreement. In addition, Buka must, at its own cost, do all that is required to procure the grant of the mining lease to CopperCo. Buka will have no liability to CopperCo and CopperCo will have no obligation to pay the A\$1,000,000 if the mining lease is not obtained within 2 years.

Lady Loretta Joint Venture

On 25 January 2001, Buka Minerals LL2 and Noranda Pacific Pty Limited entered into a joint venture operating agreement to govern the relationship of the parties for the mining lease ML5568 and term lease TL0/221301, known as Lady Loretta, in Queensland, Australia. Noranda Pacific has a participating interest of 75% and Buka Minerals LL2 has a participating interest of 25% in the joint venture. All costs incurred in developing the project are to be matched in accordance with each partner's share. This agreement will continue in place until termination of the mining rights. The joint venture assets are owned by the parties as tenants in common in proportion to their respective participating interest.

While Noranda Pacific has at least a 50% participating interest in the joint venture and it continues to perform its obligations under the joint venture agreement, it is the operator of the joint venture.

Subject to Noranda Pacific's right of first negotiation for Buka Mineral LL2's share of mineral product derived from ore mined under the joint venture project, each participant owns a portion of all mineral product extracted from the joint venture project.

Neither Noranda Pacific nor Buka Minerals LL2 may, without prior written consent of the other party, sell, assign, transfer, mortgage or otherwise dispose of or create any encumbrance over any part of its interest in the joint venture assets except to related parties or to a third party, where the selling participant has offered to sell the sale portion of its interest in the joint venture to the other participant at the price and on the same terms and conditions on which it is willing to sell the interest to the third party.

On 26 November 2001 Catton Hills Pty Limited, Noranda Pacific and Buka Minerals LL2 executed a compensation agreement to update and confirm access rights to the mining leases ML 5568 and TL0/221301.

Scarlett Unit Trust

Buka is a beneficiary under the Trust Deed of the Scarlett Unit Trust established by trust deed dated 14 June 2005 which holds part of the investment in Iluka made by Kolsen Pty Limited, the trustee of the Scarlett Unit Trust. Buka holds 10 Units and

2,950,000 Economic Units in the Scarlett Unit Trust which confers individual, but proportional, beneficial interests in the capital proceeds realised from the sale of the property in the Scarlett Unit Trust. Buka's units represent 10% of the whole Scarlett Unit Trust, which gives Buka an indirect interest in 0.33% of the share capital of Iluka.

Gympie Eldorado acquisition

On 13 August 2004, Mizuho, Investec and Buka acquired the Gympie Eldorado assets from GEGM for A\$5.45 million with assumed liabilities of A\$2.73 million through their jointly owned subsidiary, Gympie Eldorado Mining Pty Limited. This transaction also resulted in a reduction in the amount of the Gympie Gold senior secured debt then owned by Mizuho, Investec and Buka.

Acquisition of Gympie Gold debt and GEM interests from Investec

On 29 April 2005, Buka agreed to acquire from Investec, its interests in the Gympie Gold senior secured debt and GEM (shareholder loans and equity) as at 31 July 2005. The consideration for this was the issue of 21,619,489 Buka Shares with adjustments to reflect changes in the amount of the Gympie Gold senior secured debt and funding to GEM. Investec's interest in GEM was acquired for Buka Gold.

Acquisition of GEM interest from Mizuho

On 29 April 2005 Buka agreed to acquire from Mizuho, its interest in GEM (shareholder loans and equity) as at 31 July 2005 by the transfer of Buka's expanded Gympie Gold debt interest (including that acquired from Investec) with the balance of the purchase consideration to be paid through an issue of 27,325,798 Buka Shares with adjustment to reflect changes in the level of funding to GEM. Mizuho's interest in GEM was acquired for Buka Gold.

Buka Companies Agreement

On or about 18 August 2005 Buka and Buka Gold entered into an agreement pursuant to which, Buka agreed to transfer its shareholder loans and equity in GEM to Buka Gold and nominate Buka Gold to receive the interests in GEM to be acquired from Investec and Mizuho. The consideration was satisfied by the issue of 33,730,000 shares in Buka Gold. The liability of both parties for breach of this contract (including a breach of warranty) is limited to claims made within 24 months of the date that all interests vested in Buka Gold and is \$2,173,055.28, however, where a breach by Buka prevents Buka Gold recovering from Mizuho or Investec, (including a breach of a warranty or undertaking on Mizuho's sub underwriting commitment or post completion obligations) Buka's liability is \$12,518,889.50 in a case involving Mizuho, or \$2,173,055.25 in a case involving Investec.

In addition, Buka is under an obligation to:

- whilst it holds 10% of Buka Gold's voting shares, to ensure Buka Gold is its vehicle for investment in gold companies operating within Australia and will work with Buka Gold to build a gold business in Australia and potentially South East Asia; and
- ensure it does not reduce its shareholding below 10% in Buka Gold except through acceptance of a takeover bid or merger by scheme of arrangement before 6 October 2007.

Lady Loretta Mortgage

On 28 September 2005, CopperCo (then Avon Resources Limited) and Lady Annie Pty Limited (then Buka Minerals (Lady Loretta) Pty Limited) executed a mortgage in favour of Buka Minerals (Lady Loretta No 2) Pty Limited. This mortgage secures the deferred consideration payable by CopperCo in relation to its purchase of the Lady Annie copper project.

(3) Danae Agreements

Vostok Agreement

On 17 September 2003 MRK entered into a contract with the Ministry of Energy and Mineral Resources of the Republic of Kazakhstan for conducting exploration and subsequent mining of ores which contain polymetals in the Territory of Balkash District of Almaty Oblast including Vostok 1, 2, 3 deposits. The contract is valid for a minimum of 31 years comprising 6 years for exploration and 25 years for mining, the exploration term may be extended twice by successive periods of 2 years provided all obligations have been performed.

If MRK makes a commercial discovery its rights to mine the relevant field are conditional on the execution and the mining term may be extended as set out in the contract and the effective legislation.

MRK has the right to dispose of, sell or export the extracted mineral raw materials or products from their processing to any third party, subject to the requirements of relevant legislation of the Republic of Kazakhstan.

MRK has the right to terminate the contract at any time on giving 30 days' written notice. The contract can be terminated ahead of time by the Kazakh Ministry in certain circumstances including, the bankruptcy of MRK, if the contract is declared invalid under Kazakh law in effect at the date of the contract or in the event that MRK does not commence operations on subsoil use within the period established by the contract.

The minimum expenditure for the work program for years 1 and 2 is US\$300,000 for each year, increasing to US\$600,000 in year 3, US\$800,000 in year 4 and US\$1 million in years 5 and 6.

Relationship Agreement

A relationship agreement (**Relationship Agreement**) dated 15 November 2001 was entered into by Greenwich and Danae whereby the parties agreed that for as long as Danae holds 30% or more of the equity capital of Greenwich, Danae (including any associate thereof) shall conduct all transactions and relationships with Greenwich on terms which allow the Greenwich Group to carry on its business independently of Danae (including any associate thereof), and all such transactions will be at arm's length and on a normal commercial basis. In addition, Danae has confirmed that it has no intention of using its shareholding in Greenwich to attempt to take control of the Board of Greenwich.

As part of the arrangements, Danae has agreed to keep confidential all such information as is disclosed to it relating to the business affairs of Greenwich by its representatives on the Board, where such information is not in the public domain, and will not make any commercial use of such information other than with the agreement of Greenwich. Danae has further agreed that it will not, in competition with Greenwich,

pursue any projects sourced by Greenwich which have come to the attention of Danae's director such Danae's Director's position on the Board.

Subject to the terms set out below, each of Greenwich and Danae have also agreed to restrict their application for and acquisition of any mineral prospects and subsequent exploration and exploitation activities in respect of metalliferous and industrial minerals, aggregate and stone, to the following areas:

- in the case of Greenwich – Europe (west of longitude 45 degree), Africa and South America; and
- in the case of Danae – Australasia, Asia, North and Central America and Europe (east of longitude 45 degree).

In the event that each of Greenwich and Danae:

- are offered any mineral prospects in their respective regions identified above but decide not to proceed with exploration on or acquisition of such mineral prospects; or
- elect not to carry out any further exploration on their respective mineral prospects and wish to dispose of the same,

they have agreed to notify the other of them of their impending decision and to offer the mineral prospect or opportunity to acquire the mineral prospects, as the case may be, to the other by way of a first right of refusal on the terms and conditions upon which the notifying party wishes to dispose of or offer the same to any third party.

Greenwich and Danae entered into an agreement dated 2 July 2003 supplemental to the Relationship Agreement under which Danae agreed that for so long as Danae holds 30% or more of the share capital of Greenwich, Danae shall procure that any director of Danae who was also Chairman or acting Chairman of Greenwich would not exercise his casting vote as Chairman at meetings of the Board or in general meetings of Greenwich. Greenwich has undertaken when it next proposes a change to the Articles to include an article to this effect.

If Danae's shareholding in Greenwich falls below 30% as a result of the Merger, this agreement will cease to have effect.

Zarmitan Project Trust Deed

On or about 21 February 2006 Danae entered into a Trust Deed with Multiplex Developments (Zarmitan) Limited (**MDZ**), a subsidiary of Danae and MP Mining, pursuant to which MP Mining acknowledged, that all negotiations undertaken by it with the State Committee on Geology and Mineral Resources of the Republic of Uzbekistan (**GMS**) and the Navoi Mining and Metallurgy Combinat (**Navoi**) were undertaken on behalf of MDZ. All rights accruing to MP Mining in respect of such negotiations will be held on trust absolutely for MDZ.

(4) Agreements relating to the Merger

Merger Implementation Agreement

On 26 October 2005, Greenwich, Buka and Danae executed a Merger Implementation Agreement to govern the mechanisms and terms of the Merger. A summary of this agreement is set out in Section 14.2.

Pre-Bid Agreement

On 26 October 2005 Greenwich entered into an agreement with BSG Gold BVBA (**BSG Gold**) to acquire all the Danae Class B Preference Shares and Danae Options held by BSG Gold. A summary of this agreement is set out in Section 14.3.

Convertible Loans

On or about 21 February 2006 each of Champion de Crespigny Superannuation Pty Limited and Carnegie Wylie & Company Pty Limited entered into Convertible Loan Agreements with Greenwich whereby each of them agreed to lend Greenwich, conditional upon completion of the Merger the sum of £1.25 million. Details of the convertible loan agreements are set out in Section 6.7(1) of this Bidders Statement.

Placing Agreement

Under the Placing Agreement, it is proposed that subject, *inter alia*, to the conditions referred to below, Collins Stewart will, as agent for Greenwich make the Open Offer and use reasonable endeavours to procure subscribers, failing which to underwrite (to the extent that commitments to subscribe are procured), the Greenwich Shares not issued to existing holders of Greenwich Shares under the Capital Raising (**Placing Shares**) to the extent that they are not taken up under the Open Offer.

To the extent that subscribers are procured but fail to pay for the relevant Placing Shares, it is proposed that Collins Stewart will underwrite such commitments and subscribe for such shares itself (other than in relation to certain Placing Shares subscribed by Robert Champion de Crespigny or entities procured by him, whose payment and subscription obligations will be underwritten on a similar basis by Robert Champion de Crespigny or an associated entity approved by Collins Stewart, acting reasonably).

Danae, which holds 33.15% of the existing Greenwich Shares, has irrevocably undertaken not to take up its entitlements and these will instead be placed by Collins Stewart with institutional investors and not be subject to recall by qualifying shareholders.

Collins Stewart's procurement and underwriting obligations under the Placing Agreement are conditional, *inter alia*, on (i) publication of the Issue Price consented to by Collins Stewart; (ii) the Offers becoming unconditional and not having lapsed; and (iii) Admission occurring by no later than a certain date to be agreed, which is currently proposed to be 10 April 2006 or such later time as Greenwich and Collins Stewart may agree being in any event not later than 8.00 a.m. on 30 April 2006.

The Placing Agreement provides for the payment to Collins Stewart of (i) a corporate finance fee of £250,000, (ii) a commission of 5% of the Issue Price multiplied by the number of Placing Shares (other than certain Placing Shares subscribed by Robert Champion de Crespigny or entities procured by him, in which case the commission will be 2.5%). No commission will be payable on conversion of the Convertible Loans.

In addition, Greenwich will pay all other costs, charges and expenses of, or incidental to, the Placing Agreement and the issue of the Placing and Open Offer Shares including, without limitation, the fees of the UKLA, registrars' fees, printing, advertising and distribution fees and expenses, accounting fees and expenses, legal fees and disbursements (including Collins Stewart's reasonable legal fees and expenses) and all taxes and duties payable on the issue of the Placing and Open Offer Shares.

The Placing Agreement contains warranties and indemnities given by Greenwich, and warranties from the Directors and Proposed Directors, in favour of Collins Stewart in relation to the Offers and the Placing and Open Offer.

Collins Stewart may terminate the Placing Agreement prior to admission in certain circumstances, principally in the event of material breach by Greenwich of the warranties or certain other of its obligations under the Placing Agreement which Collins Stewart reasonably considers to be material in the context of the Placing and Open Offer. Collins Stewart will be entitled to their commission should they terminate the Placing Agreement for cause following publication of the Issue Price.

6.8 Legal and arbitration proceedings

(1) Introduction

Except as set out below, no member of the Greenwich Group, the Buka Group or the Danae Group is engaged in or, as far as Greenwich is aware, has pending or threatened, any governmental, legal or arbitration proceedings, which may have significant effects on Greenwich and/or the Greenwich Group's financial position or profitability, Buka and/or the Buka Group's financial position or profitability or Danae and/or the Danae Group's financial position or profitability.

(2) Dispute In Czech Republic

Greenwich is in the process of preparing a referral to arbitration in relation to a claim against the government of the Czech Republic.

In 1995, following a successful tender process, Greenwich was granted an exploration licence for a concession area in the Rozmittal area of the Czech Republic. Greenwich incurred costs in carrying out investigative work in relation to the project. The exploration licence was subsequently replaced and then revoked. Despite this revocation (which Greenwich contends was without foundation), Greenwich received indications from the Czech Ministry of the Environment that it would continue the administrative process. Greenwich acted on this and incurred further costs in establishing a branch in the Czech Republic.

Greenwich, through its Czech branch, applied for a licence to replace that which was previously revoked. The application was refused and Greenwich has exhausted a first right of appeal and a subsequent appeal to the Supreme Court of the Czech Republic.

Greenwich has received verbal advice from counsel that this refusal may constitute an 'expropriation' of the rights previously granted, which is contrary to a bilateral trade and investment agreement between the United Kingdom of Great Britain and Northern Ireland and the Government of the Czech and Slovak Federal Republic for the Promotion and Protection of Investments with Protocol without payment of compensation.

The Directors are considering whether to serve notice on the Czech government requesting that the matter be referred to arbitration (in the absence of settlement) pursuant to the bilateral trade and investment agreement. The Directors would need to seek advice from a Czech lawyer before taking any action. If the advice was that the Company has a case, then Greenwich will claim damages in the region of £1-1.5 million (inclusive of interest) in relation to Greenwich's actual losses, and a further £20 million in relation to the assumed value of the licence' which was appropriated.

In addition it is likely that legal fees will amount to £40,000-£50,000. If the action is unsuccessful the only loss to the Greenwich Group will be its legal fees.

(3) **Sappes Gold Project**

As set out in Section 5.2(3) of this Bidder's Statement, Thrace has followed the procedure for submission of the pre-approval study and submission, for approval, of the environmental impact study for the Sappes Gold Project in Greece. The time period for the Ministry of the Environment to approve the environmental impact study has expired and a petition has been presented to the court for a direction that the Ministry is obliged to grant its approval. That petition has been withdrawn pending the outcome of an appeal launched in the Constitutional Court of Greece 2000, by certain Greek municipalities and associations in relation to the approval of the pre-approval study.

The objection to the pre-approval study is primarily procedural. If the appeal is upheld, Thrace will submit a revised environmental impact study. Because of changes in the legislation, a pre-approval study is no longer required. Should the appeal be dismissed, the petition (which has currently been withdrawn), will be re-submitted and the Ministry will have no grounds upon which to refuse approval. Until approval is granted one way or the other, Thrace is not able to proceed with any work on the Sappes Gold Project.

The timing of the judgment on the appeal cannot be estimated.

6.9 VAT dispute with Danae

Until 11 December 2001, 51% of Thrace Minerals Hellas SA (**Thrace**) (the company holding the interest in the Sappes Gold Project) was held by Kyprou Gold Limited (a subsidiary of Danae) and 49% by a subsidiary of Greenwich. As Thrace had no sales revenue and is classified as a Research and Development project by the tax authorities of Greece, it is able to offset its purchase VAT in the normal course of business and is entitled to claim back VAT paid, after the expiry of a statutory three year period. All funds received from VAT refunds were retained by Thrace to fund ongoing expenditure. On 11 December 2001 Greenwich acquired Kyprou Gold Limited's interest in Thrace, and as part of the process the parties agreed to share the proceeds in Thrace in proportion to their holdings by way of "equilibrium account".

In June 2002 Thrace received a VAT refund of €299,268 of which Danae argued it was entitled to 51% under the terms of the agreement in 2001. €152,626.68 was paid but it now appears to Greenwich that the payment was made in error and there was never any intention that future VAT refunds should be shared. Greenwich has subsequently requested a full refund of this amount. Danae's legal advice is that it is entitled to the amount and is currently also seeking 51% of other VAT refunds (currently €110,346.53) under the terms of the agreement. Whilst this matter has been ongoing Greenwich has withheld payments to Danae for the provision of directors. To date, the amount withheld is £103,750. Danae has attempted to reach a compromise by suggesting that it will forgo the second and all subsequent VAT refunds if Greenwich pays the outstanding directors fees and does not seek repayment of the original VAT refund but to date this compromise has not been accepted by the Board. If Danae becomes a wholly owned subsidiary of Greenwich after the completion of the Merger this dispute will not be pursued.

6.10 Other information of Greenwich

Greenwich is listed on the Official List of the UK Listing Authority and the Greenwich Shares trade on the main market of the London Stock Exchange and will be quoted by the Australian

Stock Exchange and as such, Greenwich is subject to regular reporting and disclosure obligations. Information on Greenwich, including half yearly and annual reports and accounts and announcements to the UK Listing Authority and ASX required to be lodged pursuant to these reporting obligations may be obtained from Greenwich's website www.gr-plc.com.

Recipients of this Bidder's Statement who ask Greenwich for a copy of any of those documents lodged with the UK Listing Authority during the Offer Period will be given a copy free of charge by calling the Offer Information Line. If you are a holder of Buka securities and require information, please call 1800 720 072 (callers in Australia) or +61 2 9264 7196 (callers outside Australia). If you are a holder of Danae Securities, please call +61 8 9483 0829.

6.11 Announcement by Greenwich in relation to the Offers and Merger

On 26 October 2005 (London time) Greenwich made an announcement to LSE in relation to the Offers. A copy of the announcement is set out in Annexure D to this Bidder's Statement.

SECTION 7 - GREENWICH SECURITIES

7.1 Information about Greenwich Shares

(1) Summary of Greenwich Capital Structure

(a) Greenwich Shares

Greenwich currently has 369,522,060 fully paid ordinary shares on issue which are held by approximately 8,600 shareholders.

(b) Deferred Shares

Greenwich currently has 599,883,296 Deferred Shares on issue which are held by approximately 7,200 shareholders. Holders of Deferred Shares have no entitlement to vote at general meetings of Greenwich, no entitlement to dividends and on a winding up, will be entitled to receive a sum equal to the nominal capital per share (1 penny), but only after the sum of £100,000 per Greenwich Share has been distributed to the holders of the Greenwich Shares.

In addition, Greenwich has irrevocable authority to appoint any person to execute a transfer or cancellation of the Deferred Shares and/or an agreement to transfer/cancel the same without making any payment to the holders of the Deferred Shares. The Deferred Shares may be transferred to such person as the Company may determine. In addition, Greenwich may at its option, purchase all or any of the Deferred Shares in issue at a price not exceeding 1 penny for all the Deferred Shares so purchased or may cancel such shares by way of a reduction of capital for that consideration.

(c) Greenwich Options

Greenwich has granted 4,091,440 options to subscribe for Greenwich Shares pursuant to its executive equity incentive schemes, details of which are set out in Section 7.10. This represents 1.11% of the Greenwich Shares on a fully diluted basis and will represent 0.17% of the Greenwich Shares on a fully diluted basis upon completion of the Merger (assuming Greenwich acquires 100% of the Target Securities, the Greenwich Class A Options, but not the Greenwich Class B Options, have been exercised, the Greenwich Convertible Preference Shares have not been converted to Greenwich Shares and excluding the Capital Raising).

(d) Loan Stock

Greenwich has on issue £1,500,000 of Loan Stock (convertible into a maximum of 178,220,111 Greenwich Shares), which is held by Danae. A summary of the terms and conditions of the Loan Stock is set out in Section 7.11. Danae has agreed to convert the Loan Stock into Greenwich Shares upon the Danae Offers becoming unconditional. Refer to Section 7.11 for information in relation to conversion obligations in respect of the Loan Stock.

(e) Convertible Loans

Greenwich also proposes to enter into the Convertible Loans described in Section 6.7(1) with interests associated with certain of the Proposed Directors,

(namely Champion de Crespigny Superannuation Pty Limited, associated with Robert Champion de Crespigny and Carnegie Wylie & Company Pty Limited, associated with Mark Carnegie) conditional upon completion of the Merger.

(2) Trading of Greenwich Shares

Greenwich's ordinary shares are listed on the Official List of the UK Listing Authority. The shares were temporarily suspended from trading from 9:05am (London time) on 24 October 2005 pending the distribution of a circular to Greenwich's shareholders in relation to the Merger and Capital Raising. It is expected that the suspension of the listing of the Greenwich Shares will be lifted on the first trading day immediately after publication of the prospectus to be issued by Greenwich in relation to the Merger and the Capital Raising.

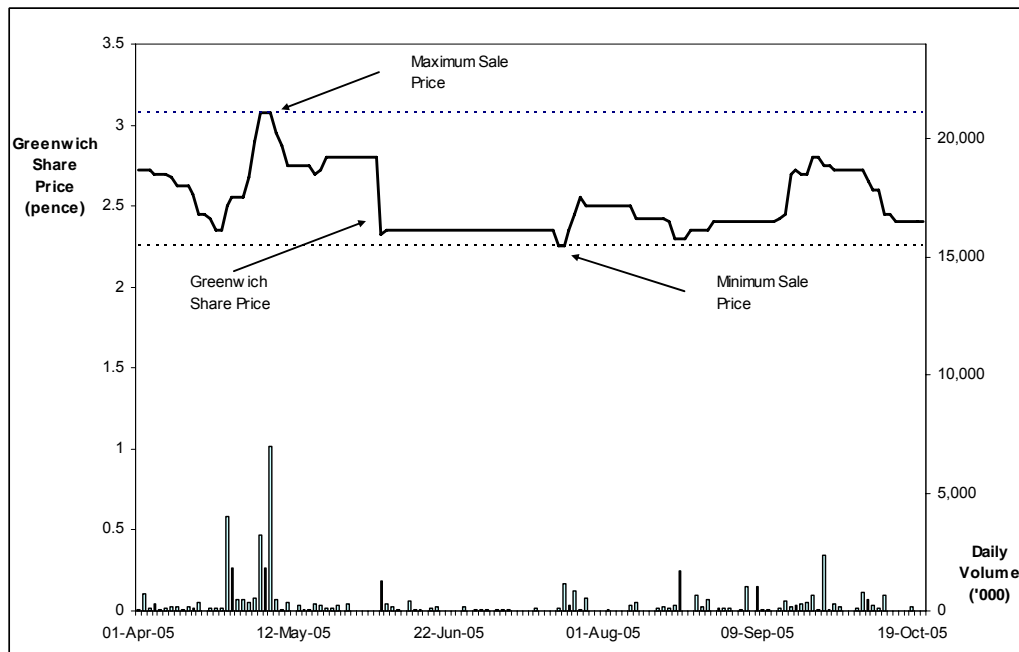
The closing price of Greenwich Shares on the Official List on 21 October 2005 (prior to the suspension in trading of Greenwich Shares) was 2.40 pence (A\$0.057)*.

The highest recorded sale price of Greenwich Shares in the 6 month period ending on 21 October 2005 was 3.08 pence (A\$0.073)*.

The lowest recorded sale price of Greenwich Shares in the 6 month period ending on 21 October 2005 was 2.25 pence (A\$0.053)*.

The following graph sets out the daily closing price and daily volume of Greenwich Shares traded on LSE from 21 April 2005 to 21 October 2005.

Greenwich Share Price and Volume (21 April 2005 – 21 October 2005)



The VWAP for Greenwich Shares was as follows:

Period	VWAP	
19 and 21 October 2005, the last two days on which Greenwich shares were traded	£0.023	A\$0.055*
The one month period prior to 21 October 2005	£0.026	A\$0.061*
The three month period prior to 21 October 2005	£0.025	A\$0.059*

*Based on the Australian dollar/Sterling exchange rate of A\$1:£0.4236: on 21 October 2005.

7.2 Greenwich Memorandum and Articles and Rights and liabilities attaching to Greenwich Shares

The holders of Buka Shares and Danae Ordinary Shares accepting the Offers will, upon completion of the Offers, become holders of Greenwich Shares and their rights as such will be governed by the laws of England and Wales and the Articles of Greenwich.

The Memorandum and Articles of Association of Greenwich, and the rights and liabilities attaching to Greenwich Shares are summarised below. The summary is not intended to be exhaustive and must be read subject to the full text of the laws of England and Wales, the laws of Australia and the governing corporate documents of Greenwich, Buka and Danae. You can obtain copies of the governing documents of Greenwich by calling 1800 720 072 (callers in Australia) or +61 2 9264 7196 (callers outside Australia) if you are a holder of Buka securities. If you are a holder of Danae Securities, please call +61 8 9483 0829.

Memorandum of Association

The principal objects of Greenwich, which are set out in clause 4 of its memorandum of association, are to act as a holding company to prospect, survey and develop resources to acquire and work mines and minerals and to carry on incidental activities.

Articles

The Articles contain provisions (amongst others) to the following effect:

Issue of shares

The Directors may only approve the allotment, grant of options over or otherwise dispose of shares to such persons, at such times and on such terms as they think fit, provided they have been authorised to do so by an ordinary resolution (i.e. more than half of the voting shareholders agree) and if they comply with the statutory pre-emption provisions set out in the UK Companies Act (i.e. when proposing to allot shares to a person, Greenwich must first offer them to every holder on at least the same terms). The number of shares offered will be in proportion to the nominal share value held by the relevant holder to the nominal value of the issued share capital. This procedure does not apply to an allotment of shares where such shares are or will be wholly or partly paid otherwise than in cash, nor does it apply to shares allotted or issued under an employee share scheme.

Greenwich may, by special resolution (i.e. at least three-quarters of the voting shareholders agree), determine to waive the statutory pre-emption rights provided that such power is limited to the allotment of equity securities in the following way:

- (1) as a dividend or bonus;
- (2) in connection with a rights issue in favour of shareholders where the equity securities, respectively attributable to the interests of all such shareholders are proportionate (as nearly may be) to the respective value of shares held by them on a fixed record date;
- (3) pursuant to the terms of any share scheme for employees approved by the members in a general meeting; or
- (4) other than 7.2(1), 7.2(2) or 7.2(3) having, in the case of shares, a nominal amount or, in the case of other equity securities, giving the right to subscribe for or convert into shares having a nominal amount, not exceeding the sum specified in the special resolution,

although such power shall expire at the conclusion of the next occurring annual general meeting of the company unless specified otherwise.

At the Greenwich annual general meeting in 2005 the members gave the Directors the authority to allot up to 123,174,000 shares of up to £1,231,740 in value. However, they only gave the Directors permission to allot up to 18,476,100 shares or shares of up to £184,761 in nominal value without the directors of Greenwich first offering cash or the shareholders the opportunity to purchase a pro rata entitlement (in proportion to their existing holding) of the shares available for allotment.

These authorities were granted in addition to the authorities, previously granted to the directors in July 2003 pursuant to which the Directors were authorised to allot securities up to a nominal amount of £1,782,201.11. This additional authority will expire on 31 August 2006, but the Directors of Greenwich are not permitted to allot those shares, without offering each of the shareholders the opportunity to purchase a pro rata entitlement (in proportion to their existing holding) of the shares available for allotment, unless the shares are allotted following the conversion of the Loan Stock.

Voting rights

Greenwich Shares carry one vote each on a poll. Deferred Shares carry no right to vote. On a show of hands, each member present and entitled to vote, shall have one vote regardless of the number of shares held.

Restrictions on voting

In the case of joint holders, any one of such persons may vote at any meeting but if more than one are present at a meeting, only the person whose name stands first in the register of members shall be entitled to vote.

Unless otherwise decided by the Board, no vote is allowed in respect of a share where a call or other amount due and payable in respect of the share is unpaid.

Dividends

Greenwich may by ordinary resolution declare dividends in accordance with the respective rights of the shareholders but no dividend can exceed the amount recommended by the Directors. Holders of Greenwich Shares are entitled to dividends pro rata according to the number of shares held. This is subject to any priority of payment of dividends as determined by the Articles, the class rights of other classes of shares or by special resolution. Deferred Shares do not entitle the holders to receive any dividend.

Interim dividends may be paid if it appears to the Directors that they are justified by the level of Greenwich's distributable reserves. The Directors may, before recommending any dividend, set aside out of the profits such sums as they think proper as a reserve which may be utilised as the Directors see fit in either the business or Greenwich or other investments.

Unless otherwise provided by rights attaching to the shares, all dividends will be declared and paid according to the amounts paid up on the shares on which the dividend is paid.

Following adoption of the amendments to the Articles, a new class of shares known as Greenwich Convertible Preference Shares will be created. These do not entitle the holders to receive any dividends.

Variation of rights

Where the capital of Greenwich is divided into different classes of shares, rights attached to any class of shares may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated. This can be done with the consent in writing of the holders of 75% in nominal value of the issued shares of the relevant class or by an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class.

Alteration of capital

Greenwich may by ordinary resolution:

- (1) increase its share capital by creating new shares of such amount as the resolution shall provide;
- (2) consolidate and divide all or any of its shares (whether issued or not) into shares of a larger amount than its existing shares;
- (3) convert all or any of its fully paid shares into stock, and re-convert that stock into fully paid shares of any denomination;
- (4) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum save that the proportion between the amount paid and the amount, if any, unpaid on each reduced share remains the same after sub-division; and
- (5) cancel shares which have not been taken or agreed to be taken by a person, and diminish the amount of Greenwich's share capital by the amount of the shares so cancelled.

Redeemable Shares

Greenwich may by special resolution create and issue shares, which are liable to be redeemed in accordance with the UK Companies Act.

Deferred Shares

In addition to having no rights to receive notice of a general meeting of Greenwich, vote or receive a dividend, Greenwich has irrevocable authority to appoint any person to execute a transfer or cancellation of the Deferred Shares and for an agreement to transfer/cancel the same without making any payment to the holders of the Deferred Shares. The Shares may be transferred to such person as Greenwich may determine. In addition, Greenwich may, at its option, purchase all or any of the Deferred Shares in issue at a price not exceeding one penny for all the Deferred Shares so purchased or may cancel such shares by way of a reduction of Capital for that consideration.

Greenwich Convertible Preference Shares

Following the incorporation of amendments to the Articles set out in the notice of EGM, Greenwich will have a new class of shares known as Greenwich Convertible Preference Shares with such rights and restrictions as set out at Section 7.9 of this Bidder's Statement.

Purchase of own shares and reduction of capital

Subject to the provisions of the UK Companies Act, Greenwich may purchase its own shares provided that:

- (1) at the time of purchase there are no outstanding convertible securities unless the purchase has been sanctioned by an extraordinary resolution passed by the holders of the convertible securities;
- (2) if listed on the London Stock Exchange, the maximum price for the purchase of shares must not exceed the average of the middle markets quotations taken from the London Stock Exchange Daily Official List for the ten business days before the purchase is made.

Winding-up

If Greenwich is wound up, Greenwich may, by a special resolution and subject to any other sanction required by the law or a court, divide the whole or any part of the assets of the company among the Shareholders in specie provided that no Shareholder will be compelled to accept any assets upon which there is a liability.

Transfer of shares

The instrument of transfer of a share must be in writing and may be in any usual form or in any other form which the Directors may approve and must be executed by or on behalf of the transferor and, unless the shares are fully paid, by or on behalf of the transferee.

Number of Directors

Unless Greenwich decides otherwise by ordinary resolution, the maximum number of Directors is twelve and the minimum is two.

Appointment of Directors

Greenwich may appoint Directors by ordinary resolution. The Board may appoint a Director but such a Director may hold office only until the dissolution of the next annual general meeting after his appointment unless he is reappointed during that meeting.

A person is eligible for appointment if a form signed by a member, not being the person proposed, duly qualified to attend and vote at the meeting, of his intention to propose such a person for election is lodged at Greenwich's registered office. The form must be signed by a member not being the person to be proposed, who is duly qualified to attend and vote at the meeting. Such a form cannot be filed until 21 days before the relevant meeting and must be filed up to 7 days before. The notice must be signed by the proposed director, confirming his willingness to be elected.

Directors ceasing to hold office

The office of a Director shall be vacated if he:

- (1) resigns his office;
- (2) becomes bankrupt or has a receiving order made against him;
- (3) becomes of unsound mind;
- (4) is absent from meeting of Directors for six months without leave;
- (5) is removed or is prohibited from being a Director pursuant to any provision of a UK statute; or
- (6) is requested in writing by all other Directors to resign.

Executive Directors

The Directors may appoint one or more of their number to an executive office, including the offices of chairman, vice-chairman and managing director.

A Director holding such office shall be entitled to receive such remuneration as the Directors determine in addition to such remuneration payable to him as a Director.

Retirement of Directors by rotation

At each annual general meeting one third of the Directors who are subject to retirement by rotation will retire. If the number of Directors is not divisible by three, the number nearest to but not less than one-third will retire from office. If there are fewer than three Directors who are subject to retirement by rotation one will retire from office.

The Directors to retire on each occasion shall be those who have been longest in office since the last election, but as between persons who become or were elected Directors on the same day, those to retire shall be decided by lots.

A retiring Director shall be entitled to stand for re-election.

Permitted interests of Directors

Subject to the UK Companies Act and provided he has disclosed to the Board the nature and extent of any direct or indirect interest, a Director notwithstanding his office:

- (1) may hold another office or place of profit with Greenwich or any of its subsidiaries (except that of auditor) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to Greenwich or any of its subsidiaries, and in that case on such terms as to remuneration provided for by the Articles;
- (2) may be a Director or other officer of, or employed by, or a party to a contract, transaction, arrangement or proposal with a company promoted by Greenwich or any of its subsidiaries or in which Greenwich or any of its subsidiaries is otherwise interested or as regards which Greenwich or any of its subsidiaries has a power of appointment;
- (3) may enter into a contract, arrangement, transaction or proposal with Greenwich or any of its subsidiaries in connection with his tenure of an office or as seller, buyer or otherwise except that a Director shall not vote, nor be counted in the quorum, on any resolution of the Board in respect of any contract or arrangement or any other

proposal in which he is, directly or indirectly, materially interested (subject to limited exceptions);

- (4) is not liable to account to Greenwich or any of its subsidiaries for a profit, remuneration or other benefit realised by such contract, arrangement, transaction, proposal, office or employment and no such contract, arrangement, transaction or proposal is avoided on the grounds of any such interest or benefit.

But a Director shall not vote, or be counted in the quorum on any resolution of the board concerning his own appointment as the holder of any office or place of profit with Greenwich and the chairman may suspend or relax the provisions.

Remuneration of Directors

The Directors (but not those holding full time salaried employment) shall be entitled to remuneration for their services as the Board decides and may not exceed £100,000 per annum without the consent of the members of Greenwich by ordinary resolution and which is proposed to be increased by the Resolutions to £200,000 per annum.

In addition, any Director resident outside the United Kingdom not holding full-time salaried employment in Greenwich may be paid such extra remuneration as the board may determine.

If a Director, at the request of the Board, performs special services or goes or resides abroad for any purposes of Greenwich, he shall receive such extra remuneration as the Board may determine.

The Directors may also be paid all travel expenses properly incurred by them in attending and returning from any meeting in connection with the business of Greenwich.

Directors' interests in shares

Directors are required to notify Greenwich on the same day if they acquire ordinary shares in Greenwich or, if they already hold ordinary shares, of any change in their shareholding. When a Director is appointed, he must notify Greenwich of any ordinary shares he holds. All notifications are to be made on either the day the acquisition or disposal takes place or the date of appointment as applicable. Greenwich is to keep a register of the Director's shareholdings at its registered office which is open to inspection by the members.

Directors are, pursuant to these provisions, also required to disclose shares held by:

- (1) companies in which they hold 33% or more of the voting rights or otherwise;
- (2) control or direct;
- (3) husbands, wives, civil law partners, infant sons and daughters (including step children); and
- (4) trusts in which they, or any of these persons, are related.

These provisions also apply to shadow directors.

Directors' powers

In addition to the powers granted to directors pursuant to the UK Companies Act, other statutes and as set out in the Articles, the directors have the following powers. The Board may delegate to a Director holding executive office any of its powers, authorities and discretions for

such time and on such terms and conditions as it thinks fit. They may also procure the establishment of any pension or superannuation fund; procure the establishment and subsidy of or subscription and support to any institutions, clubs, funds or trusts for the benefit of any person who is or has been in the employment or service of Greenwich, establish, maintain and give effect to any scheme approved by a special resolution of Greenwich and maintain insurance for any officers, employees or auditors of Greenwich. The Directors have additional powers to carry on the business of Greenwich under common law.

The Board may also arrange that any branch of the business (or any other business in which Greenwich is interested) shall be carried on through one or more subsidiary companies and they may make all such arrangements on behalf of Greenwich, as necessary, and may also appoint persons or companies to be attorney for Greenwich.

Borrowing powers

The Board may exercise all the powers of Greenwich to borrow money, to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital, and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of Greenwich or of any third party.

The Board is required to restrict the borrowings of Greenwich and exercise all voting and other rights or powers of control exercisable by Greenwich in relation to its subsidiaries so as to secure that the aggregate principal amount outstanding at any time in respect of all borrowings by the Greenwich Group (exclusive of any intra-group borrowings) after deducting the amount of cash deposited will not, without the previous sanction of an ordinary resolution of the company exceed an amount equal to three times the Adjusted Capital and reserves.

Alternate Directors

Any Director may appoint any person to be an alternate Director of the company and may, at any time, remove any alternate Director so appointed by him from office.

Meetings of Directors

Directors may meet together as they see fit and resolutions shall be determined by a majority of votes and, in the case of an equality of votes, the chairman shall have a second or casting vote.

The quorum for a meeting of the Directors shall be two and the Board may establish such local boards or agencies for managing the affairs of the company, either in the United Kingdom or otherwise and fix their remuneration.

The Directors may also delegate any of their powers to committees and revoke any such delegation and discharge any such committee in whole or in part. The meetings and proceedings of such committees shall be governed by the provisions of Greenwich's articles regulating meetings and proceedings of the Directors so far as the same are applicable.

Meetings of Directors may be held by telephone conference or any communication equipment which allows all persons participating in the meeting to hear each other.

Meetings of Shareholders

Annual general meetings are to be held once every year. They can be convened by the Board at such time and place as it thinks fit provided that there must not be a gap of more than 15 months between one annual general meeting and the next. Holders of Target Securities should note that general meetings of Greenwich are held in the United Kingdom.

From the date of the EGM shareholders meetings may be held by conference telephone or other electronic means that enables all parties to hear each other.

Extraordinary general meetings may be convened whenever the Board thinks fit. Annual general meetings and any extraordinary general meeting at which a special resolution is to be proposed or at which some other resolution of which special notice under the UK Companies Act has been given to Greenwich require not less than 21 clear days' notice. All other extraordinary general meetings require not less than 14 clear days' notice.

The notice must be given to all holders and to all persons recognised by the Directors as having become entitled to a share following the death, bankruptcy or incapacity of a holder. (Holders of Deferred Shares are not entitled to notice of, nor are they entitled to attend, general meetings of Greenwich.) Shorter notice is possible, in the case of an annual general meeting, by the agreement of all the members entitled to attend and vote at the meeting and, in the case of an extraordinary general meeting, by a majority of members holding not less than 95% of the total voting rights.

A member entitled to attend and vote may appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member. Where more than one proxy is validly appointed for the same share for use at the same meeting, the last valid one is treated as revoking or replacing any previous ones. An instrument appointing a proxy is to be in writing in any usual form, or as approved by the Directors, and must be executed by or on behalf of the appointer.

The quorum of a general meeting is two persons entitled to vote on the business to be transacted, each being a holder present or by proxy. If, within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, or such other day and time as the Directors so determine.

In the case of joint holders of a share, a notice will be given to whichever of them is named first in the register of shareholders in respect of the joint holding and notice given in this way is sufficient notice to all joint holders.

The chairman of Greenwich shall preside as chairman in every general meeting.

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded by the chairman or by at least three members present by proxy and entitled to vote and holding or representing by proxy at least 10% of the total voting rights of all the members having the right to vote at the meeting, or by a member or members holding shares in Greenwich conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right. Unless a poll is so demanded, a declaration by the chairman and an entry in the minute book shall be conclusive evidence of the fact.

If a poll is demanded it shall be taken at such time and the result shall be deemed to be the resolution of the meeting.

In the case of equality of votes, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to any votes he may have.

From the date of the EGM Greenwich will be able to send and receive electronic notices and receive electronic forms of proxy as set out below.

Untraced shareholders

In respect of untraced shareholders, Greenwich may sell the shares of that shareholder at the best price reasonably obtainable subject to certain conditions. Principally, three cash dividends must have become payable in respect of the untraced shares during a period of not less than 12 years and the holder must not have presented any cheque, warrant or money order payable by Greenwich throughout that period. Greenwich must then advertise its intention to exercise the power of sale in the relevant press and the Quotations Department of the London Stock Exchange must be informed. After publication of the advertisement, the holder has a further three months to communicate with Greenwich and terminate the power of sale. Greenwich and any one Director are given an irrevocable power of attorney by the holder to do all such acts and to agree and execute all such agreements, documents and instruments of transfer in order to effect the transfer of the shares. Any amounts raised by the power of sale are owed to the relevant member although Greenwich does not act as trustee of these monies and they do not carry interest.

Capitalisation of Profits and Reserves

Greenwich may, in a general meeting and upon the recommendation of the Directors, resolve to capitalise any part of reserves standing to the credit of Greenwich's reserve accounts or to the credit of the profit and loss account and use such sum for distribution amongst the members whether as capital or in paying up any amounts for the time being unpaid on any shares held by such members (subject to the UK Companies Act).

Distribution of assets on a liquidation

The assets of Greenwich remaining after payment of its liabilities will, subject to the rights of the holders of other classes of shares, be applied to the holders of Greenwich Shares equally pro rata to their holdings of Greenwich Shares. The holders of Deferred Shares will be entitled to receive a sum equal to the nominal capital per share but only after the sum of £100,000 per Greenwich Share has been distributed to the holders of the Greenwich Shares.

The liquidator may, with the authority of an extraordinary resolution, divide amongst the members in specie or kind the whole or any parts of the assets of Greenwich.

Indemnity of officers

Greenwich is permitted by the Articles to indemnify every officer of Greenwich in certain circumstances in respect of officers' liabilities arising in the course of their duties.

In addition, from the date of EGM, these indemnity provisions will be extended as set out below.

Notification of interests in shares

Shareholders are under a duty to disclose their interests in shares if they hold more than 3% of any class of issued shares and if their shareholding of such class subsequently falls below 3%. During the period a shareholder's holding of shares of any particular class remains above 3%, he is under a duty to disclose further acquisitions or disposals once such acquisitions or disposals, on an aggregate basis, equate to 1% or more of the issued shares of that class. A shareholder's duty to disclose his shareholding in respect of these provisions of the Articles is determined on a class by class basis.

Registered shareholders can also be obliged by the Board, pursuant to section 212 of the UK Companies Act, to disclose whether they hold their shares legally and beneficially for themselves or for some other party. They can also be obliged to disclose the nature of the

arrangement, if one exists, and the class of persons or parties for whom they ultimately hold the shares (e.g. a family trust, individual or company). In the event that the relevant shareholder holds less than 0.25% of the relevant class of issued shares, they need make no further disclosure. In the event that they hold 0.25% or more of the issued shares of the relevant class, then they can be obliged to disclose the identity of the ultimate party for whom they hold the shares. Failure to comply with these provisions can, pursuant to the Articles, result in, at the Board of Director's discretion, a suspension of voting rights of the relevant member and a withholding (but not forfeiture) of dividends for a period of up to one year.

Proposed amendments to Articles

The following changes to the Articles are proposed to give effect to the terms of the Merger and reflect recent changes in the law and facilitate the future secondary listing of Greenwich on ASX and will be considered by Greenwich shareholders at the EGM:

(1) Convertible Redeemable Preference Shares

Incorporation of rights attaching to the Greenwich Convertible Preference Shares to be issued pursuant to the terms of the Merger.

(2) Non-executive directors' emoluments

The limit on non-executive directors' remuneration of £100,000 set out in the Articles be increased to £200,000.

(3) Electronic Communications

Consequential amendments to clarify that Greenwich may circulate notice of meetings, and forms of proxy may be returned to Greenwich, by way of electronic communication including, for the avoidance of doubt, e-mail.

(4) Uncertificated Securities

Greenwich's shares may be: (a) held in uncertificated form (for example, CREST) and any shares not already held in such form may be converted into uncertificated form; and (b) transferred without written instrument (if they are transferred by an appointed agent, or otherwise in accordance with UK Companies Act). If a class of shares is held partially in uncertificated form and partially in certificated form, they are not deemed to be two classes of shares. (There will be a consequential amendment to article 13 to clarify that Shareholders holding Greenwich Shares in uncertified form are not entitled to receive a share certificate.)

(5) Treasury Shares

Greenwich may purchase its own shares and hold them as treasury shares. Any such purchase of, and holding of shares will be governed by the Companies (Acquisition of Own Shares) (Treasury Shares) Regulations 2003 (UK) and the Companies (Acquisition of Own Shares) (Treasury Shares) No. 2 Regulation 2003 (UK) .

(6) Fractional Entitlements

If following a consolidation of share rights, fractional entitlements to shares are created, such fractional shares will not be issued and further that any benefits arising from the aggregation and sale of such fractions shall be paid to shareholders, but if the proceeds do not exceed £5 for an individual holder the proceeds may be retained for Greenwich's benefit.

(7) Telephone conferences

A new article 61A will be inserted to clarify that general meetings of Greenwich may be held by telephone or any other form of communication which allows members to hear each other, with consequential amendments to articles 62 and 71 to ensure consistency.

(8) Directors' Interests

Article 90 will be amended to clarify that Greenwich may by ordinary resolution amend or ratify conflicts arising under article 90 and not that the Chairman would do so alone as currently stated, in error.

(9) Alternate directors

Article 125 will be amended to clarify that Alternate Directors can be appointed from other jurisdictions and not just the United Kingdom.

(10) ASX Requirements

The Articles will be amended to ensure that they are compliant with the listing rules of ASX to ensure that, should Greenwich effect a secondary listing on ASX in the future, the requisite changes to the articles are already incorporated.

(11) Indemnity of Officers

The terms on which Greenwich will indemnify Directors for claims made against them in the course of their duties will be clarified. Greenwich will also undertake to pay any Director's defence costs in accordance with the Companies (Audit Investigations and Community Enterprise Act) 2004 (UK) which amended section 310 of the UK Companies Act.

(12) Overseas Shareholders

A new article will be inserted to confirm that if a shareholder has a registered address outside the UK or Australia, Greenwich may arrange for a nominee to dispose of that shareholder's entitlements to participate in an issue of shares or share options of the company, subject to the Listing Rules.

Holders of Target Securities should note that this article will be applicable to them if they accept the Offer and receive Greenwich Securities.

7.3 Principal differences between holding shares in an Australian company and an English company

Greenwich is incorporated under the laws of England and Wales, whereas Buka and Danae are incorporated under the laws of Australia. The holders of Buka Shares and Danae Ordinary Shares, whose rights are currently governed by the laws of Australia and the constitutions of Buka and Danae respectively, who accept the Offers, will, upon completion of the Offers, become holders of Greenwich Shares and their rights as such will be governed by the laws of England and Wales and the Articles of Greenwich.

The material differences between the rights of holders of Greenwich Shares and holders of shares in an Australian company resulting from the differences in their governing documents and governing laws are summarised below.

The summary is a general description of the principal differences between the laws and regulations concerning shares in a company incorporated in England and Wales as opposed to Australia. It is provided as a general guide only and does not purport to be a comprehensive analysis of all the consequences resulting from holding, acquiring or disposing of such shares or interests in such shares. It should not be relied upon by holders of Target Securities or any other person. The laws, regulations, policies and procedures described are subject to change from time to time. If you are in any doubt as to your own legal position, you should seek independent advice.

English company shares

Australian company shares

Pre-emption rights

When making an offer of unissued shares for cash consideration, English law, the Listing Rules of the London Stock Exchange and institutional guidelines require the offer of such shares be made first to existing shareholders in proportion to their holdings, unless shareholders resolve to dis-apply those rights (which can only be within certain limits under institutional guidelines – 5% of issued share capital in any one year or 7.5% over a three year period). Pre-emption rights do not apply if shares are allotted for non-cash consideration.

The Listing Rules of the Australian Stock Exchange permit Directors to allot unissued shares without shareholder approval (and without first offering them to existing shareholders) up to a maximum number equivalent to 15% of the issued capital of the company prior to the allotment in any 12-month period.

Auditors

English law requires shareholders to approve the appointment of a company's auditors each year.

There is no such requirement in Australia, although shareholders are required to approve the appointment of a company's auditors at the first annual general meeting after their appointment by the board.

Purchase of own securities

If a company wants to buy back its own shares, under English law the proposal must be approved by a resolution of the shareholders. Such resolution must set out the amount of shares that the company can purchase and set guidelines for price.

In Australia, a company has the right to buy back its shares under the Corporations Act. A company may conduct a number of different types of share buy-backs. Depending on the type of share buy-back conducted and the number of shares the company proposes to buy back, the proposal may need to be approved by a resolution of the shareholders.

Takeovers

In the UK the City Code on Takeovers and Mergers (**Code**) sets out the provisions if a person (on his own or together with his concert parties) makes an offer to acquire all the issued securities of a public limited company. Its purpose is to ensure commercial fairness for all shareholders of

In Australia, the Corporations Act governs a takeover. The Corporations Act contains a general rule that a person must not acquire a 'relevant interest' in issued voting shares of a company if, because of the transaction, a person's voting power in the company:

the target company.

If an acquisition results in a person holding shares over 30% of the voting rights of the company, under the Code the shareholder will, subject to limited exceptions, be required to make a mandatory offer for the company.

In addition, the rules governing Substantial Acquisitions of Shares (**SARS**) regulate stake building and set out the rules applicable when a person acquires shares in a public limited company carrying voting rights, or rights over such shares, representing 10% or more of the voting rights and such acquisition, when aggregated with any shares or rights over shares which they already hold, would carry 15% or more, but less than 30% of the voting rights of the company.

A person who holds 90% of shares in a company may conduct a compulsory acquisition of all remaining shares under the UK Companies Act.

- increases from 20% or below to more than 20%; or
- increases from a starting point, which is above 20% but less than 90%.

Certain exceptions apply, such as acquisitions of relevant interests in voting shares made under takeover bids or made with shareholder approval or creeping acquisitions of 3% per 6 months.

Australian law similarly permits compulsory acquisition by 90% holders.

Greenwich is not subject to the provisions of the Corporations Act relating to changes in control and takeovers of public companies.

Substantial Shareholdings

Under English law a shareholder in a listed company has a substantial and disclosable interest in shares when he increases his shareholding to over 3% of the nominal value of the share capital of the company; when he increases his shareholding to over 10% of the nominal value of share capital of the company; or when there is a movement by at least 1% in his holding over 3% of the nominal value of share capital in the company.

Under the Corporations Act in Australia, a shareholder who begins to or ceases to have a substantial holding in a listed company or has a substantial holding in a listed company and there is movement by at least 1% in their holding, must give notice to the company and to the Australian Stock Exchange. In Australia, a person has a substantial holding if that person and that person's associates have a relevant interest in 5% or more of voting shares in the company.

These interests must be disclosed to the relevant company, the UKLA and the London Stock Exchange.

7.4 The Greenwich Resources Long Term Incentive Plan (LTIP)

Greenwich proposes to introduce a LTIP to incentivise key senior executives. Executives will, if they agree to invest in Greenwich Shares, be given the opportunity to earn up to five free Greenwich Shares for each Greenwich Share in which they invest and hold for a period of no less than three years. The actual number of Greenwich Shares they earn will be determined in relation to initial awards by reference to Greenwich's total shareholder return over a three year performance period against a group of seven comparable companies listed on the LSE and the ASX.

General Operation of the LTIP

The operation of the LTIP will be overseen by the remuneration committee of the Board (**Remuneration Committee**).

The LTIP is a matching share plan under which an employee has to commit to hold Greenwich Shares (**Investment Shares**), which will be separately identified, for a period of three years in order to have the opportunity to earn additional free Greenwich Shares (**Matching Shares**). The Remuneration Committee will determine the number of Matching Shares.

It is proposed that the first use of the LTIP will be in favour of Mr Champion de Crespigny. He will receive the right to earn up to five Matching Shares for each Investment Share he acquires. The Matching Shares will be earned (that is, will vest) on a sliding scale depending on Greenwich's total shareholder return performance against a comparator group of companies over a three year period. The performance conditions are more fully described under the heading "Performance Conditions" below.

Eligibility

At the discretion of the Remuneration Committee, only senior executives of the Group who are more than six months from their normal retirement date will be eligible to participate.

Grant of Awards

Matching Share awards, which are subject to performance conditions, may be made within 42 days after the date of adoption of the plan or 42 days after the announcement by Greenwich of its annual or interim results or the date on which listing particulars or a prospectus or a document containing equivalent information in relation to Greenwich Share is published.

Awards may also be made at any other time when the circumstances are considered by the Remuneration Committee to be exceptional. No payment will be required for an award.

Awards will be made by Greenwich and will initially be satisfied out of shares in Greenwich held by Danae. No awards may be made later than ten years after adoption of the LTIP by Greenwich.

Vesting

Matching Share awards will vest on the satisfaction of performance conditions (subject to continuing employment), or earlier on the occurrence of certain events in accordance with the rules of the LTIP. Participants will not pay for the Matching Shares.

Limits on Issue of Shares

When an award is made, the total number of Greenwich Shares (including treasury shares) issued and issuable under awards granted under the LTIP from the date of adoption of the LTIP (and in any rolling ten year period thereafter commencing no earlier than such adoption date), when aggregated with shares issued and issuable under all other employees' share schemes of Greenwich from the date of adoption of the LTIP, may not exceed 10% of the issued ordinary share capital of Greenwich.

Individual Limits

The maximum number of Matching Shares over which awards may be made to an employee in any financial year is five times the number of Investment Shares held in that financial year against Matching Share awards.

Performance Conditions

The vesting of Matching Shares will be subject to the achievement of performance conditions which will be set by the Remuneration Committee. Performance conditions may be amended if an event occurs which causes the Remuneration Committee reasonably to consider that the performance condition that then applies to an award would not, without alteration, achieve its original purpose, but the amended performance condition must, in the opinion of the Remuneration Committee, be materially no less challenging than the original performance condition.

For the initial award to be made to Mr. Champion de Crespigny, the number of Matching Shares which will vest will be based on Greenwich's total shareholder return performance over a three year period compared to that of a comparator group comprised of eight companies, and the opening value per Greenwich Share (ie at the commencement of the performance review) for the purposes of calculating the total shareholder return over the three year performance period will be 2.4 pence (based on the pre-consolidation price per Greenwich Share). Minimum vesting (subject to continued employment) will be one Matching Share for each Investment Share held at the end of the performance period and all Matching Shares will vest only if Greenwich is ranked higher than all the comparator group companies.

If Mr Champion de Crespigny leaves employment during the three year performance period, minimum vesting will reduce to half a Matching Share for each Investment Share held.

Matching Shares will vest on a sliding scale between these two points depending on Greenwich's position in the list of comparator group companies. The Remuneration Committee will determine the extent to which any performance conditions have been satisfied and, at the same time as it determines such matter, the Remuneration Committee will review whether there have been any other exceptional circumstances (including other measures of the Group's financial performance, such as growth in revenues and earnings per share) during the performance period which, in its discretion acting fairly and reasonably, merit an adjustment to the number of Matching Shares that will vest at the end of the performance period. The Remuneration Committee will also have the power to adjust the vesting conditions should the comparator group companies change over the performance period.

The Remuneration Committee may impose different performance conditions on subsequent Matching Share awards but its present intention is to make awards subject to total shareholder return performance against a comparator group of companies.

Time of Vesting of Awards

Matching Share awards will usually vest (subject to the satisfaction of performance conditions and continuing employment) at the end of the three year performance period.

A proportion of an award, will also vest immediately on the death of the participant or following cessation of employment due to ill health, redundancy or retirement, or on the participant ceasing to be an eligible employee by reason of the sale of his employing company or the business by which he is employed. Awards will also vest in a similar way in the event of a takeover, amalgamation, reconstruction or winding up of Greenwich. The Remuneration Committee also has discretion to permit the vesting of an award where the participant ceases to be an eligible employee for any reason whatsoever (subject to the extent of satisfaction of any performance condition for the performance period ending on the date of cessation of employment) otherwise awards will lapse on cessation of employment.

In the event of a takeover, amalgamation, reconstruction or winding up of Greenwich, matching Share Awards will vest in full irrespective of the period for which the awards have been held or whether any performance conditions have been satisfied.

Rights Under Awards

Awards are not transferable and benefits under the LTIP will not be pensionable.

Variation of Capital Rather than Adjustment of Awards

In the event of any variation in Greenwich's share capital, adjustments to awards may be made, as recommended by the Remuneration Committee, to the number and class of shares subject to outstanding awards.

Amendments to LTIP

The Board may at any time alter or add to the LTIP in any respect provided that the prior approval of Greenwich in general meeting is obtained for amendments to the provisions of the LTIP relating to eligibility, the overall limits on the issue of new shares, the maximum entitlement for any individual participant, and the basis for determining that entitlement, where such changes are to the material advantage of participants. Shareholder approval is not, however, required for minor amendments to benefit the administration of the LTIP, to take account of changes in legislation or to obtain or maintain favourable taxation or regulatory treatment for participants or for Greenwich and its subsidiaries.

7.5 CREST

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument. Greenwich's Articles permit Greenwich to issue shares in un-certificated form in accordance with the CREST Regulations.

The Directors have applied for Greenwich Shares to be admitted to CREST. Accordingly, settlement of transactions in Greenwich Shares following Admission may take place within the CREST system if the relevant shareholders so wish. However, this does not apply to shareholders outside the United Kingdom who are prevented from holding shares in CREST by the CREST Register. Overseas shareholders can appoint a UK nominee to hold their shares in trust for them if they wish their shares to be traded through CREST.

CREST is a voluntary system and holders of Greenwich Shares who wish to receive and retain share certificates will be able to do so.

7.6 How to trade Greenwich Shares on the London Stock Exchange

Greenwich shares will be listed on the official list of the UK Listing Authority and the main market of the London Stock Exchange. They can be traded through any broker who deals with UK securities although other options are available.

Greenwich Shares will also be quoted by ASX (refer Section 7.13 for further information in relation to trading on the financial market operated by ASX).

7.7 Rights and Liabilities Attached to Deferred Shares

Holders of Deferred Shares have no right to vote, attend or speak at or receive notice of general meetings nor receive any dividend.

On a winding up, once each of the holders of an ordinary share of 1 penny par value has received a distribution of £100,000 per ordinary 1 penny share held, the holder of a Deferred Share shall be entitled to receive an amount equal to the nominal value of each such Deferred Share held.

In accordance with Greenwich's Articles no share certificates have been issued in respect of Deferred Shares.

In due course application will be made to the High Court for the cancellation of the Deferred Shares.

7.8 Greenwich Class A and Class B Options

(1) Introduction

Greenwich Class A Options and Greenwich Class B Options are only being offered to holders of Buka Tranche 1 Options and Buka Tranche 2 Options respectively. Greenwich shareholder approval will be sought at the EGM to adopt the Greenwich Class A Share Option Scheme and the Greenwich Class B Share Option Scheme to enable Greenwich to issue these classes of options.

(2) Greenwich Class A Options

The terms and conditions of the Greenwich Class A Options to be issued pursuant to the Class A Share Option Scheme will be as summarised below.

Grant of Options

Greenwich Class A Options will be granted to holders of Buka Tranche 1 Options who accept the Buka Offer in respect of their Buka Tranche 1 Options immediately upon receipt of their acceptance by Greenwich (or if the Offer is subject to conditions at that time, immediately upon the Offer becoming unconditional) or whose Buka Tranche 1 Options have been compulsorily acquired by Greenwich.

Exercise and lapse of Options

The holders of Greenwich Class A Options may exercise either all, or some of their Greenwich Class A Options at any time or times during the period commencing on their date of issue and ending 21 days later (**Option Period**).

The Greenwich Class A Options, shall lapse and cease to be exercisable upon the occurrence of any of the following events:

- the expiry of the Option Period; or
- the commencement of the winding up of Greenwich.

The Greenwich Class A Options do not confer rights to participate in new issues of Greenwich Shares or any other securities of Greenwich or to be listed on the Official List, traded on the London Stock Exchange's market for listed securities or quoted by ASX.

Exercise Price

The exercise and conversion price of each Greenwich Class A Option will be £0.01. The exercise price will remain at £0.01 per Option upon the Consolidation of the Greenwich Shares described in Section 4.8 occurring, but each of the options will be varied to confer upon the holder of an option the right to subscribe for 0.0333 Greenwich Shares per option.

The exercise of Greenwich Class A Options will be a “cashless exercise”. That is, the cash payable to holders of Buka Tranche 1 Options (in respect of each Buka Tranche 1 Option) who accept the Offer upon the exercise of their Greenwich Class A Options will be applied in satisfaction of the exercise price of their Greenwich Class A Options.

Issue of Ordinary Shares

As soon practicable, and no later than 14 days of the exercise of an option, Greenwich Shares will be allotted and issued to the optionholder concerned.

The Greenwich Shares issued upon exercise of Greenwich Class A Options shall have the rights set out in the Articles from time to time and shall rank *pari passu* with all other shares in the capital of Greenwich of the same class.

Participation Rights

There are no participating rights or entitlements inherent in the Greenwich Class A Options and holders of options will not be entitled to participate in new issues of securities offered to Greenwich shareholders during the currency of the options.

Bonus Issues

If, from time to time, before the expiry of the Greenwich Class A Options, Greenwich makes a pro-rata issue of Greenwich Shares to its shareholders for no consideration, the number of Greenwich Shares over which an option is exercisable will be increased by the number of Greenwich Shares which the optionholder would have received if the option had been exercised before the date for calculating entitlements to the pro-rata issue.

Variation of Capital

If, from time to time, before the expiry of the Greenwich Class A Options, Greenwich makes a pro-rata issue of Greenwich Shares to its shareholders for consideration, the exercise price will be adjusted to provide the benefit of any bonus element in the pro rata issue to holders of options in the same manner that it is conferred on holders of Greenwich Shares. This will be done in the manner contemplated by current ASX listing rule 6.22.

If Greenwich consolidates or subdivides its Greenwich Shares the number of Greenwich Shares into which one Greenwich Class A Option is exercisable will be adjusted in direct proportion to the ratio of the consolidation or subdivision (as the case requires), the exercise price per Option will not change but the exercise price per Greenwich Share will be adjusted in the inverse proportion to the ratio of the consolidation or subdivision.

Subject to the Listing Rules and the listing rules of ASX (if applicable), the rights of the optionholders following any other reorganisation of share capital may be adjusted in such manner as the Directors determine subject to written confirmation of Greenwich’s auditors that the adjustment is, in their opinion, fair and reasonable.

Listing

Greenwich will make application to the UK Listing Authority for the admission of the allotted Greenwich Shares to the Official List and to the London Stock Exchange or

such other stock exchanges on which Greenwich Shares are trading for admission to trading.

Amendments

The Class A Share Option Scheme may be amended by the Directors, provided that amendments which are to the advantage of the optionholders may be made only by or with the prior approval of an ordinary resolution of the shareholders of Greenwich in general meeting, or if to the disadvantage of the optionholders, with their prior written consent, unless in both cases they are minor amendments, which the Directors consider necessary or desirable in order to benefit the administration of the scheme, or to obtain or maintain favourable tax, exchange control or regulatory treatment for the optionholders or Greenwich (but only if the alteration or addition is not detrimental to the optionholders).

Transfer

The Greenwich Class A Options are transferable as follows:

- to another holder of such options;
- in the case of a holder who is a body corporate, to a transferee that is a related body corporate or that holder of the options; or
- in the case of a natural person, to a transferee who is a spouse, mother, father, brother, sister or child of such a holder.

(3) Greenwich Class B Options

The terms and conditions of the Greenwich Class B Options to be issued pursuant to the Greenwich Class B Share Option Scheme will be identical to the Greenwich Class A Options summarised above, except for the following differences:

Grant of Options

Greenwich Class B Options will be granted to holders of Buka Tranche 2 Options who accept the Buka Offer in respect of their Buka Tranche 2 Options or whose Buka Tranche 2 Options have been compulsorily acquired by Greenwich.

Exercise and lapse of Options

The holders of Greenwich Class B Options may exercise all or some of their options at any time during the period commencing 1 October 2006 and ending at 5pm on 30 September 2012.

Exercise Price

The exercise price of each Greenwich Class B Option will be £0.0168 (pre Consolidation). The exercise price will remain at £0.0168 per option upon the Consolidation of the Greenwich Shares described in Section 4.8 occurring, but each option will be varied to confer upon the holder of an option the right to subscribe for 0.0333 Greenwich Shares per Option.

7.9 Greenwich Convertible Preference Shares

Greenwich shareholder approval will be sought at the EGM to approve amendments of the Articles to incorporate the terms of the Greenwich Convertible Preference Shares which will be issued to holders of Danae Class A Preference Shares and Danae Class B Preference Shares who accept the Offers. The special rights, privileges, restrictions and limitations attached to the Greenwich Convertible Preference Shares to be set out in the Articles, are summarised below.

No distributions or rights on winding up

The Greenwich Convertible Preference Shares shall not entitle their holders to receive any dividend or other distribution. On a return of capital on a winding up, each holder of a Greenwich Convertible Preference Share shall be entitled to receive a sum equal to the nominal capital paid up or credited as paid up, but only after:

- (1) the sum of £100,000 per Greenwich Share has been distributed amongst the holders of the Greenwich Shares; and
- (2) the sum of 1 penny per Deferred Share has been distributed amongst the holders of the Deferred Shares,

and the holders of the Greenwich Convertible Preference Shares shall not be entitled to any further participation in the assets or profits of Greenwich.

No voting rights

The holders of the Greenwich Convertible Preference Shares are not entitled to receive notice of or attend or vote at general meetings of Greenwich unless the business of the meeting includes the consideration of any resolution directly and adversely modifying or abrogating any of the rights of the holders of the Greenwich Convertible Preference Shares, in which case, each holder of Greenwich Convertible Preference Shares shall on a show of hands, have one vote and on a poll be entitled to exercise one vote per Greenwich Convertible Preference Share held.

Conversion rights

Each holder of Greenwich Convertible Preference Shares shall be entitled to convert all (but not some) of their Greenwich Convertible Preference Shares into fully paid Greenwich Shares on the basis of one Greenwich Share for every Convertible Preference Share so converted if the Board, at a duly convened Board meeting on or before 26 October 2010, resolves to conduct a definitive feasibility study in relation to the Zarmitan Gold Project (**Conversion Event**).

Greenwich shall give to the holders of the Greenwich Convertible Preference Shares notice in writing of the occurrence of the Conversion Event. The right to convert shall be exercisable at any time during the period commencing on the date that notice of the occurrence of the Conversion Event has been given and ending 6 months thereafter (**Conversion Period**).

Listing of Greenwich Shares after conversion

Greenwich shall use reasonable endeavours to procure that the Greenwich Shares arising on conversion are admitted to the Official List of the UK Listing Authority and to trading on the main market for listed securities of the London Stock Exchange and to trading upon any other recognised investment exchange upon which Greenwich's securities are listed. For the

purposes of this Article, “recognised investment exchange” shall have the meaning ascribed to it by section 285 of the Finance Services and Markets Act 2000 (UK).

Share issues

If, whilst any Greenwich Convertible Preference Shares remain capable of being converted into Greenwich Shares, Greenwich shall make any issue of Greenwich Shares by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve) to holders of Greenwich Shares, then Greenwich shall at the same time make a pro rata issue of Greenwich Convertible Preference Shares by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve) to holders of Greenwich Convertible Preference Shares.

Reorganisation of capital

If, whilst any Greenwich Convertible Preference Shares remain capable of being converted into Greenwich Shares, a resolution is to be proposed to consolidate or sub-divide the Greenwich Shares, then such resolution may only be proposed at a meeting of shareholders if that resolution is proposed on the basis that it is conditional upon the passing of another resolution proposed at the same meeting proposing to consolidate or sub-divide (as the case may be) the Convertible Preference Shares on the same basis. Pursuant to the resolutions to be considered at the EGM, the Convertible Preference Shares will be consolidated on a 1 for 30 basis.

Redemption

Following the Consolidation, if:

- (1) the Conversion Event does not occur on or before 26 October 2010; or
- (2) the Conversion Event occurs on or before 26 October 2010 but any holder of Greenwich Convertible Preference Shares fails to convert the shares within the Conversion Period, then,

the Greenwich Convertible Preference Shares may be redeemed at a price of 30 pence per share at the option of Greenwich.

7.10 Employee Share Option Schemes

Greenwich has the following employee equity incentive schemes (**Employee Share Option Schemes**):

- the 1995 Greenwich Executive Share Option Scheme (**1995 Scheme**);
- the Greenwich Enterprise Management Incentive Share Option Scheme (**EMI Scheme 2005**); and
- the Greenwich 2005 Share Option Scheme (**2005 Scheme**),

each of which have been approved by shareholders in Greenwich.

The following options, granted for nil consideration, are outstanding under the Employee Share Option Schemes (all being outstanding under the 1995 Scheme). Options are normally exercisable between three and ten years from the date of grant:

Date of grant	Number of Greenwich Shares into which options may be exercised (pre Consolidation)	Exercise Price (pence) (pre Consolidation)
28 May 1996	627,098	11.91
22 January 1999	640,717	6.46
16 January 2001	1,547,625	4.24
20 February 2002	1,276,000	2.50

To date, no options have been granted under either of the EMI Scheme 2005 or the 2005 Scheme. The outstanding options under the 1995 Scheme may, following completion of the Merger, be adjusted as to the number of shares comprised in any option and/or as to the option price by the remuneration committee in such manner as Greenwich's auditors have confirmed to that committee to be in their opinion fair and reasonable pursuant to rule 3(B) of the 1995 Scheme.

Under an Employee Share Option Scheme the maximum nominal amount of shares over which options can be granted when aggregated with the nominal amount of shares, whether issued or to be issued pursuant to options granted under the 1995 Scheme together with any other share option scheme (excluding any savings related share option scheme) during the immediately preceding ten years, shall not exceed 5% of the number of shares of Greenwich in issue on the day preceding the date of grant.

In addition, no option to subscribe for shares will be granted, in any three year period which would result in the aggregate nominal amount of shares issued or to be issued pursuant to options in that period under any employee share option scheme of Greenwich to exceed 3% of the nominal amount of ordinary of the shares then in issue. Options to subscribe for shares shall be limited so that the nominal amount when aggregated with the nominal amount all shares issued or to be issued pursuant to an employee share scheme in the preceding ten years, do not exceed 10% of the nominal amount of ordinary shares then in issue.

Finally, no options will be granted to a participant which would result in the aggregate market value in respect of shares over which options are to be granted and shares over which options continue to subsist, whether under the 1995 Scheme or any other scheme under Schedule 4 of the Income Tax (Earnings and Pensions) Act 2003 relating to the granting of options over shares in Greenwich or any associated company, during the immediately preceding ten years exceeding the greater of £100,000 and four times his relevant emoluments and also does not exceed four times his current salary from the Group as at the day immediately preceding the date of the grant and or four times his actual earning from the Group in the preceding 12 months.

For the EMI Scheme 2005 no options shall also be granted to a shareholder if the aggregate market value of all Greenwich Shares over which he holds outstanding EMI Scheme 2005 options and options under any Inland Revenue approved share plan established by Greenwich and the aggregate market value of all Greenwich Shares over which he has been granted shares under an approved Inland Revenue scheme of Greenwich in the preceding three years will exceed £100,000 or where the aggregate market value of all unexercised qualifying EMI Scheme Options, based on their market price at the time of the grant, exceeds £3,000,000.

7.11 Loan Stock

On 2 July 2003 £1,500,000 of Loan Stock (convertible into a maximum of 178,220,111 Ordinary Shares) was issued by Greenwich to Danae. On or about 21 February 2006

Greenwich entered into a deed poll (with the consent of the holders of the Loan Stock) amending certain of the terms of the Loan Stock.

The Loan Stock was constituted by an instrument by way of deed dated 2 July 2003, amended by the deed poll dated on or about 21 February 2006. The Loan Stock which has been created subject to the UK Companies Act constitutes direct, unconditional and unsecured obligations of Greenwich and ranks *pari passu*, without any preference amongst itself, with all other outstanding unsecured and unsubordinated obligations of Greenwich, present and future, subject to mandatory provisions of law relating to creditors' rights generally.

The Loan Stock is listed on the Official List of the UKLA but listing was suspended at 9:05am on 24 October 2005 pending the issue of a prospectus to Greenwich shareholders in relation to the Merger and Capital Raising. The amounts of principal outstanding (including interest due that has been capitalised) may be converted into Greenwich Shares at the rate of 1.2 pence per Greenwich Share (subject to adjustments for capitalisation issues, rights issues and any sub-division or consolidation of Greenwich's share capital).

A Loan Stock holder may at quarterly intervals elect to take Greenwich Shares in lieu of interest due at the same conversion rate. The Greenwich Shares to be issued pursuant to such conversion(s) will be issued fully paid and ordinarily, when issued would rank *pari passu* in all respects (including the right to dividends) with the Greenwich Shares then in issue.

The Loan Stock together with accrued interest, not previously redeemed or converted is to be redeemed on 31 July 2006.

The Loan Stock carries a coupon of LIBOR plus 4% (with a maximum rate of 12%), and interest accrues (less any applicable taxes) on the principal amount of the Loan Stock outstanding on 31 March, 30 June, 30 September and 31 December in each year.

Following completion of the Merger, Danae would be prohibited under the UK Companies Act from exercising the above conversion rights as a result of being a subsidiary of Greenwich. Consequently, Danae has given notice to Greenwich to convert £1,850,194.81 of the Loan Stock (being the principal and interest outstanding as at 25 January 2006) into 154,182,900 Greenwich Shares of 1 penny at a conversion price of 1.2 pence per share (in accordance with the terms of the instrument), which will take effect conditionally upon but with effect immediately prior to the Danae Offers becoming unconditional. Any ordinary shares held by Danae following Completion of the Merger will not, in accordance with the UK Companies Act and for so long as Danae hold them, carry any voting rights. Any interest that accrues on the principal amount of the Loan Stock until its conversion will be payable by Greenwich to Danae in accordance with the terms of the Loan Stock.

7.12 Listing of Greenwich Shares

Greenwich will apply to the UK Listing Authority and the London Stock Exchange for its issued and to be issued Greenwich Shares to be readmitted and admitted respectively to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities within 7 days of the issue of this Bidder's Statement. Admission will not be automatic but will depend on the UK Listing Authority exercising its discretion. Greenwich has already been admitted to the Official List and ordinary shares in Greenwich of the same class as the Greenwich Shares to be issued under the Offers have already been traded. However, Greenwich cannot guarantee, and does not represent or imply, that the Greenwich Shares to be issued under the Offers will be admitted to listing or trading. If they are not, then the Merger will not proceed.

The Greenwich Shares were temporarily suspended from trading from 9:05am (London time) on 24 October 2005 pending the distribution of a circular to Greenwich shareholders in relation

to the Merger and Capital Raising. It is expected that the suspension of the listing of the Greenwich Shares will be lifted on the first trading day immediately after publication of the prospectus to be issued by Greenwich in relation to the Merger and Capital Raising.

Greenwich also proposes to make an application for quotation of Greenwich Shares on the financial market operated by ASX within 7 days after the date of this Bidder's Statement. Greenwich cannot guarantee, and does not represent or imply, that the Greenwich Shares will be quoted by ASX. However, if they are not, then the Merger will not proceed.

Greenwich does not have any current intention to apply for quotation on any financial market of any of the Greenwich Options or Greenwich Convertible Preference Shares to be issued pursuant to the Offers.

7.13 Secondary Listing on ASX and CDIs

As indicated above, Greenwich intends to make an application to ASX for quotation of Greenwich Shares.

(1) CDIs

Greenwich is a company incorporated and registered in England and Wales in order to participate in CHESS, Greenwich will issue CHESS Depository Interests (**CDIs**) in the form of CHESS Units of Foreign Securities (**CUFS**) to holders of Target Securities in respect of their Greenwich Shares. The CDIs will represent the beneficial interests in the underlying Greenwich Shares, which will be issued to CHESS Depository Nominees Pty Limited, a wholly owned subsidiary of ASTC Settlement and Transfer Corporation Pty Limited, which is in turn a wholly owned subsidiary of ASX.

Holders of Target Securities will receive holding statements in respect of the CUFS issued to them. Holders of CUFS will be entitled to all the economic benefits of the underlying Greenwich Shares, as though they were the holders of the legal title.

(2) CHESS Depository Interests

Holders of CUFS will become registered holders of the beneficial interest in the underlying Greenwich Shares (**Underlying Securities**). Legal ownership is to be vested in CHESS Depository Nominees Pty Limited (**CDN**). CDN will hold the Underlying Securities in trust for the benefit of the holders of CUFS. CUFS are issued in respect of equity securities of a foreign corporation where the laws of the home jurisdiction of the corporation (in the case of Greenwich, England and Wales) do not permit CHESS approval of the security. CUFS are structured so that each CUFS represents one Underlying Security.

Using CUFS, investors transfer beneficial ownership of the Underlying Security instead of legal title. Each Underlying Security will be quoted by ASX, but trades in the Underlying Securities will settle in CHESS by the delivery of CUFS. Holders of Greenwich Shares will need to hold CUFS to be able to trade their securities on the market provided by ASX.

(3) Holders of Target Securities

Holders of Target Securities who would otherwise receive Greenwich Shares by accepting the Offer will be issued CUFS in respect of the Underlying Securities (unless they elect otherwise), which will reflect their respective beneficial interests in the Underlying Securities.

(4) Registers and Holding Statements

In respect of the Greenwich Shares Greenwich will operate a certificated register of the Underlying Securities, an uncertificated issuer sponsored subregister of CUFS and an uncertificated CHESS subregister of CUFS. The certificated registers will be the registers of legal title in which CDN will be entered together with those holders of Greenwich Shares who choose to have their holdings in certificated form, and the two uncertificated CUFS subregisters will together make up the register of beneficial title. All holders of Target Securities who will receive CUFS on the issuer sponsored subregister or CHESS subregister, unless they elect in the Acceptance Form to have their holdings in certificated form.

Holders of Target Securities who are currently sponsored on CHESS should provide the relevant CHESS HIN in the space provided on the Acceptance Form. For investors who hold on the CHESS subregister, Greenwich will, on allotment, issue an allotment advice that sets out the number of CUFS allotted and at the end of the month of allotment, ASTC, as the ASX's Securities Clearing House (acting on behalf of Greenwich), will provide a CUFS holding statement (similar to a bank account statement) that confirms the number of CUFS held on the CHESS subregister. Where a holder of Greenwich Shares does not elect to hold on the CHESS subregister, Greenwich will, upon allotment, issue a CUFS holding statement which sets out the number of CUFS held on the issuer sponsored subregister.

A holding statement (whether issued by ASTC or Greenwich) will provide details of a Holders Identification Number (**HIN**) (in the case of a holding on the CHESS subregister) or Securityholder Reference Number (**SRN**) (in the case of a holding on the issuer sponsored subregister). Following distribution of these initial holding statements to all CUFS holders, a holding statement will only be provided to a CUFS holder at the end of any subsequent month during which the balance of the holder's holding changes. Holders may also request statements at any other time (although Greenwich or ASTC may charge a fee for such statements).

(5) Converting CUFS to Certificated Shares

A holder of CUFS may convert to holding certificated Greenwich Shares at any time by, in the case of issuer sponsored CUFS, contacting Registries Limited, or in the case of CHESS sponsored CUFS, notifying their CHESS sponsoring participant (in most cases, a stockbroker).

(6) Converting Certificated Shares to CUFS

Holders of certificated Greenwich Shares may convert to holding CUFS at any time by lodging their certificate with Registries Limited or their CHESS sponsoring participant and signing the seller side of a Standard Transfer Form.

(7) Dividends

Holders of CUFS will be entitled to full dividend payments, to the extent made, as though they were holders of the legal title in the Underlying Shares.

(8) Voting and Attendance at Meetings of Shareholders

CUFS holders in respect of Greenwich Shares are not entitled to attend and personally vote at meetings of shareholders of Greenwich. However, Greenwich is required to provide notice of meetings to all such CUFS holders which includes a proxy form permitting the CUFS holder to direct CDN to cast proxy votes in the

manner directed. Greenwich will permit CUFS holders in respect of Greenwich Shares to attend meetings of shareholders, but they will be permitted to vote only by direction to CDN. The notice of meeting will include a form permitting CUFS holders to direct CDN to cast proxy votes according to the wishes of the CUFS holder. CUFS holders in respect of Greenwich Shares who wish to attend and vote at a meeting of shareholders of Greenwich must convert their CUFS into the underlying Greenwich Shares prior to the meeting.

(9) **Corporate Actions**

Holders of CUFS in respect of Greenwich Shares will be entitled to the full benefits of all corporate actions (including bonus issues, rights issues, dividend reinvestment plans and bonus share plans). Investors will be able to freely trade their interests in Greenwich Shares on ASX. However, only the beneficial title in the Greenwich Shares will be transferred electronically in CHESS and changes in beneficial ownership will be entered in the register of CUFS holders. Legal title to each Underlying Security will remain with CDN, unless a CUFS holder exchanges his or her CUFS for the Underlying Security, in which case the transfer will be effected in accordance with Greenwich's Memorandum and Articles of Association and the laws of England and Wales.

SECTION 8 - BUKA

8.1 Disclaimer

The information set out in this Bidder's Statement in relation to Buka has been prepared by Greenwich using material disclosed to it by Buka during due diligence investigations and publicly available information, which has not been independently verified. Accordingly, Greenwich does not, subject to the Corporations Act, make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

Further information relating to Buka's business may be included in its Target's Statement.

8.2 Overview of Buka

Buka was listed on ASX in 1996 following an IPO which raised A\$5.0 million to finance advancement of the Lady Loretta zinc project. Until February 2004, Buka's focus continued to be Lady Loretta, in which Buka's interest was then 25% following the exercise of an option by Noranda Pacific Pty Limited (now part of the Falconbridge group) and the adjacent and wholly owned Lady Annie copper project. Buka's strategic direction changed with the election of four new directors (including a new Chairman in Mr Robert Champion de Crespigny AC and a new Managing Director in Mr John Richards) and the placement of new shares and options to interests associated with those new directors for an amount of A\$6.5 million on 26 February 2004.

Buka describes itself as a resource finance and investment company. Its current portfolio of interests includes:

- a 25% interest in the Lady Loretta zinc project;
- a 58.4% shareholding in ASX-listed Buka Gold, which holds 100% interests in tenements covering the known extent of the historic Gympie goldfield in south-east Queensland;
- a 15.6% shareholding in ASX-listed CopperCo, which recently completed a feasibility study into the development of the Lady Annie copper project; and
- an indirect interest in shares in ASX-listed Iluka Resources Limited, the world's largest producer of zircon sand and second largest producer of titanium dioxide feedstocks. Buka is a member of the Kolsen consortium which holds 7.25% of Iluka's issued capital (Buka's interest being in respect of 0.33% of Iluka's issued capital).

8.3 Directors

As at the date of this Bidder's Statement, the directors of Buka are as follows:

- Robert James Champion de Crespigny AC, Chairman
- John Richards, Managing Director
- Mark Howard Carnegie, Non-Executive Director
- Robert John McDonald, Non-Executive Director
- Ronald Joseph Walker, Non-Executive Director

It is proposed that each of the directors of Buka (other than Ronald Walker, who will become an alternate director to Robert Champion de Crespigny) will become directors of Greenwich upon completion of the Merger. The interests of these directors in Buka Securities are included in Section 6.5(2).

8.4 Publicly Available Information

Buka is listed on ASX and is obliged to comply with its continuous disclosure requirements. Buka's report for the 6 month period ended 31 December 2005 was lodged with ASX on 21 February 2006. A copy of those financial statements is set out in Annexure B.

A description of each announcement made by Buka since 30 June 2005 is set out at Annexure E. A copy of the joint announcements made by Buka, Danae and Greenwich in relation to the Offer made on 27 October 2005 is set out at Annexure D.

Copies of each of the three announcements made by Buka Gold on 18 October 2004, 16 December 2005 and 16 January 2006 are set out in Annexure G.

Further publicly available information about Buka is available on Buka's website at www.buka.com.au and about Buka Gold at its website www.bukagold.com.au.

8.5 Greenwich Intentions for Buka

(1) Introduction

This Section sets out Greenwich's intentions for Buka, which are based on the information concerning Buka and its business known to Greenwich at the time of preparation of this Bidder's Statement.

Greenwich will only make final decisions in light of the material information available to it and circumstances at the relevant time. The statements set out in this Section are therefore statements of current intentions only, which may vary as new information becomes available or circumstances change.

(2) Intentions upon becoming entitled to proceed with compulsory acquisition

If Greenwich becomes entitled to compulsorily acquire all of the Buka Shares and Options in accordance with the Corporations Act, its intentions for Buka would be as set out in this Section 8.5(2).

(a) Corporate Matters

Greenwich intends to:

- (i) proceed with compulsory acquisition (or, if necessary, cancellation in respect of Buka Options) of all the:
 - (A) Buka Shares, including those which are issued after the Closing Date in respect of the Offer made to holders of Buka Shares and as a result of exercise of the Buka Options; and
 - (B) Buka Options which have not been cancelled, exercised or acquired by Greenwich prior to the Closing Date in respect of the Offers made to holders of the Buka Options (if entitled to do so);

- (ii) procure that Buka is removed from the official list of ASX; and
- (iii) replace some of the Directors of Buka with its own nominees. The replacement Directors have not yet been identified by Greenwich and their identity will depend upon the relevant circumstances at the time.

(b) **Head Office and head office employees**

It is intended to manage the activities of all the three companies (Greenwich, Danae and Buka) under a common management structure from a London head office. Current reporting and divisional structures may be revised if a more effective structure can be achieved.

Greenwich intends to centralise corporate head office functions of Buka, such as company secretarial, financial management, legal, risk management and overall corporate administration of the combined operations, to reduce and eliminate duplication where appropriate. The relevant business units will perform any remaining head office functions.

Greenwich will seek to allocate alternative responsibilities to any Buka head office employees whose responsibilities currently include head office activities that are duplicated. If Greenwich considers that it is not feasible to allocate alternative responsibilities to any such employee having regard to the centralisation of head office functions, then an appropriate redundancy package would be made available to the employee. Greenwich has not yet determined the identity of any such employee or decided on any current role that is duplicated or can be centralised.

(c) **Review of Buka**

Greenwich intends to conduct an immediate review of the business, assets and operations of Buka to identify:

- (i) opportunities generated by the acquisition, areas of cost saving and divisions which may provide overall strategic and operational benefits; and
- (ii) any division or divisions that do not fit into the strategic plan for Greenwich, and evaluate the best and most appropriate way of organising such division or divisions.

As a result of the review some Buka employees may be made redundant, in which case an appropriate redundancy package would be made available to any relevant employees. However, Greenwich will not be in a position to determine the full nature, timing, extent or incidence of any such redundancies until it has completed its review.

The review may or may not lead to changes in the business, assets or operations of Buka contrary to the statements of intention referred to in this Section 8. However, Greenwich does not currently have any intention to make any such changes.

(d) **Divestment policy**

Greenwich does not currently intend to dispose of any assets of Buka.

(3) **Intentions for Buka as a partly owned subsidiary**

If, Greenwich obtains control of Buka but is not entitled to compulsorily acquire the outstanding Buka Shares and other Buka Securities its intentions for Buka would be as set out in this Section 8.5(3).

- (a) Subject to the Corporations Act and the constitution of Buka, Greenwich will replace some or all of the Directors of Buka to reflect Greenwich's ownership interest in Buka. Replacement Directors have not yet been determined by Greenwich and their number and identity will depend upon the circumstances at the relevant time.
- (b) Subject to the ASX Listing Rules, ask the Directors of Buka to review whether Buka should remain listed on ASX or removed from the official list of ASX.
- (c) Propose to the Board of Directors of Buka that they conduct a review of all of Buka's operations and, subject to the approval of Buka's board, allow Greenwich to participate in that review.
- (d) Implement the intentions outlined in Section 8.5(2) above, which are consistent with Greenwich obtaining control of Buka.

Greenwich would only make a decision on these courses of action following receipt of appropriate legal, taxation and financial advice, and in light of the material circumstances at the relevant time, including Buka's Directors obligations to have regard to the interests of Buka and all Buka shareholders. Greenwich's intentions must also be read subject to the requirements of the Corporations Act and the ASX Listing Rules (if Buka remains listed) in relation to related party transactions.

8.6 Business, assets and employees

Whether Buka becomes a wholly owned or partly owned by Greenwich, other than as set out elsewhere in this Section, it is Greenwich's present intention:

- (1) to continue the business of Buka;
- (2) not to make any major changes to the business of Buka or redeploy any of the fixed assets of Buka; and
- (3) to maintain the employment of Buka's existing employees in the same capacity and on the same or substantially the same terms and conditions.

8.7 Buka Securities on Issue

According to documents provided by Buka to ASX, as at the date of this Bidder's Statement, Buka has the following securities on issue:

- 187,461,133 Buka Shares;
- 50,000,000 Buka Tranche 1 Options; and

- 50,000,000 Buka Tranche 2 Options.

8.8 Buka Shares

The Buka Shares are quoted on ASX and are freely transferable.

As at the date of this Bidder's Statement and the date immediately before the first Offer is sent, Greenwich does not have a relevant interest in any Buka Shares and does not have any voting power in Buka.

8.9 Buka Options

There are two classes of Buka Options, Buka Tranche 1 Options and Buka Tranche 2 Options. The Buka Options are not quoted on ASX and are transferable only with the consent of Buka in certain circumstances. Buka intends to conditionally amend the terms of the Buka Tranche 1 Options and Buka Tranche 2 Options to permit the transfer of the Buka Tranche 1 and Tranche 2 Options to Greenwich pursuant to the Offers in relation to the Buka Tranche 1 and Tranche 2 Options made by Greenwich upon Greenwich receiving acceptances in respect of 50% of the Buka Shares (excluding acceptances from holders of Buka Shares who also hold Buka Options) and the Offer for the Buka Shares becoming unconditional and has obtained a declaration from ASIC under section 196 of the Corporations Act to allow directors of Buka to vote in favour of a board resolution, and a waiver from ASX Listing Rule 6.23, to allow this amendment of terms.

The Offers in respect of the Buka Tranche 1 and Tranche 2 Options will not be capable of becoming unconditional and holders of Buka Options will not be able to accept the Offer for their Buka Options (because they will not be able to give the warranties set out in Sections 15.6(3)(c) in Parts 2 and 3 of Section 15) until the amendments have been made.

Each Buka Option entitles the holder to be issued 1 Buka Share. So far as known to Greenwich, the exercise prices and expiry dates for the Buka Options on issue as at the date of this Bidder's Statement are as follows:

Type of Option	Exercise Price	Expiry Date	Number of Buka Options
Buka Tranche 1 Options	\$0.20	30 September 2010	50,000,000
Buka Tranche 2 Options	\$0.225	30 September 2010	50,000,000
Total			100,000,000

As at the date of this Bidder's Statement and the date immediately before the first Offer is sent, Greenwich does not have an interest in any Buka Options.

If Greenwich becomes entitled to compulsorily acquire all of the Buka Options in accordance with the Corporations Act, Greenwich intends to proceed with compulsory acquisition of all of the Buka Tranche 1 and Tranche 2 Options.

If the necessary thresholds for compulsory acquisition of the Buka Options are achieved but the Buka Options cannot be transferred to Greenwich by reason of their terms, Greenwich may apply to ASIC for a modification of the compulsory acquisition provision in the Corporations Act to enable Greenwich to effectively compulsorily "cancel" any outstanding Buka Options at the end of the Offers.

Greenwich is making an offer to acquire the Buka Tranche 1 and Tranche 2 Options. In addition, the Offer in respect of the Buka Shares extends to any Buka Shares issued upon exercise of Buka Tranche 1 and Tranche 2 Options during the period from the Record Date to the end of the Offer Period.

SECTION 9 - DANAЕ RESOURCES

9.1 Disclaimer

The information set out in this Bidder's Statement in relation to Danae has been prepared by Greenwich using material disclosed to it by Danae during due diligence investigations and publicly available information, which has not been independently verified. Accordingly, Greenwich does not, subject to the Corporations Act, make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

Further information relating to Danae's business may be included in the Target's Statement.

9.2 Overview of Danae

Danae is an Australian listed exploration company, with a number of overseas projects and opportunities in various stages of investigation and development. These include a 100% interest in the Vostok Copper Project in Kazakhstan, an opportunity to negotiate an interest in a proposed joint venture in the Zarmitan Gold Project in Uzbekistan, and a 33.15% interest in Greenwich whose main interest is the Sappes Gold deposit in Greece.

9.3 Directors

As at the date of this Bidder's Statement, the Directors of Danae are as follows:

- John Anthony Corcoran, Chairman
- Donald Patrick Lewis, Managing Director
- John Graham Bovard, Non-Executive Director
- Andrew Timothy Roberts, Non-Executive Director

John Corcoran, Donald Lewis and John Bovard are currently Directors of Greenwich. It is proposed that Mr Corcoran will resign from office as a Director of Greenwich and Messrs Lewis and Bovard will continue as non executive Directors of Greenwich upon completion of the Merger. Details of their interests in Danae Securities are included in Section 6.5(2). Mr Bovard will resign from office as a director of Danae upon completion of the Merger.

9.4 Publicly Available Information

Danae is listed on ASX and is obliged to comply with its continuous disclosure requirements. Danae's report for the 6 months ended 31 December 2005 was lodged with ASX on 31 January 2006. A copy of those audited financial statements is set out in Annexure C.

A description of each announcement made by Danae since 30 June 2005 is set out at Annexure F. A copy of the joint announcement made by Danae, Buka and Greenwich in relation to the Offer made on 27 October 2005 is set out at Annexure D.

Further publicly available information about Danae is available on Danae's website at www.danaeresources.com.au.

9.5 Greenwich Intentions for Danae

(1) Introduction

This Section sets out Greenwich's intentions for Danae, which are based on the information concerning Danae and its business known to Greenwich at the time of preparation of this Bidder's Statement.

Greenwich will only make final decisions in light of the material information available to it and circumstances at the relevant time. The statements set out in this Section are therefore statements of current intentions only, which may vary as new information becomes available or circumstances change.

(2) Intentions upon becoming entitled to proceed with compulsory acquisition

If Greenwich becomes entitled to compulsorily acquire all of the Danae Ordinary Shares in accordance with the Corporations Act, its intentions for Danae would be as set out in this Section 9.5(2).

(a) Corporate Matters

Greenwich intends to:

- (i) proceed with compulsory acquisition of all the:
 - (A) Danae Ordinary Shares, including those which are issued after the Closing Date in respect of the Offer made to holders of Danae Ordinary Shares and as a result of exercise of the Danae Options;
 - (B) Danae Redeemable Preference Shares which have not been acquired by Greenwich prior to the Closing Dates for each of the Offers made to the holders of the Danae Redeemable Preference Shares (if entitled to do so); and
 - (C) Danae Options which have not been cancelled, exercised or acquired by Greenwich prior to the Closing Date in respect of the Offer made to holders of the Danae Options (if entitled to do so).
- (ii) procure that Danae is removed from the official list of ASX;
- (iii) replace the Directors of Danae with its own nominees. The replacement Directors have not yet been identified by Greenwich and their identity will depend upon the relevant circumstances at the time; and
- (iv) proceed with the current investigations into Danae's projects and prospective opportunities.

(b) Head Office and head office employees

It is intended to manage the activities of all the three companies (Greenwich, Danae and Buka) under a common management structure from a London head office. Current reporting and divisional structures may be revised if a more efficient structure can be achieved.

Greenwich intends to centralise corporate head office functions of Danae, such as company secretarial, financial management, legal, risk management and overall corporate administration of the combined operations, to reduce and eliminate duplication where appropriate. The relevant business units will perform any remaining head office functions.

Danae has a small number of employees and consultants working on its respective projects and opportunities. Greenwich will review the roles and ongoing employment of these employees as a part of its review of the business, assets and operations of Danae after completion of the Merger.

(c) **Review of Danae**

Greenwich intends to conduct an immediate review of the business, assets and operations of Danae to identify:

- (i) business opportunities generated by the acquisition, areas of cost saving and divisions which may provide overall strategic and operational benefits; and
- (ii) any division or divisions that do not fit into the strategic plan for Greenwich, and evaluate the best and most appropriate way of organising such division or divisions.

The review may or may not lead to changes in the business, assets or operations of Danae contrary to the statements of intention referred to in this Section 9. However, Greenwich does not currently have any intention to make any such changes.

(d) **Divestment policy**

Greenwich does not currently intend to dispose of any assets of Danae.

(3) **Intentions for Danae as a partly owned subsidiary**

If, Greenwich obtains control of Danae but is not entitled to compulsorily acquire the outstanding Danae Ordinary Shares its intentions for Danae would be as set out in this Section 9.5.

- (a) Subject to the Corporations Act and the constitution of Danae, Greenwich will replace some or all of the Directors of Danae to reflect Greenwich's ownership interest in Danae. Replacement Directors have not yet been determined by Greenwich and their number and identity will depend upon the circumstances at the relevant time.
- (b) Subject to the ASX Listing Rules, ask the Directors of Danae to review whether Danae should remain listed on ASX or removed from the official list of ASX.
- (c) Propose to the Board of Directors of Danae that they conduct a review of all of Danae's operations and, subject to the approval of Danae's board, allow Greenwich to participate in that review.
- (d) Implement the intentions outlined in Section 9.5(2) above, which are consistent with Greenwich obtaining control of Danae.

Greenwich would only make a decision on these courses of action following receipt of appropriate legal, taxation and financial advice, and in light of the material circumstances at the relevant time, including Danae's Directors obligations to have regard to the interests of Danae and all Danae shareholders. Greenwich's intentions must also be read subject to the requirements of the Corporations Act and the ASX Listing Rules (if Danae remains listed) in relation to related party transactions.

9.6 Business, assets and employees

Whether Danae becomes a wholly owned or partly owned by Greenwich, other than as set out elsewhere in this Section, it is Greenwich's present intention:

- (1) to continue the business of Danae;
- (2) not to make any major changes to the business of Danae or redeploy any of the fixed assets of Danae; and
- (3) to review the employment of Danae's existing employees and consultants.

9.7 Danae Securities on Issue

According to documents provided by Danae to ASX, as at the date of this Bidder's Statement, Danae has the following securities on issue:

- 80,644,634 Danae Ordinary Shares;
- 22,345,000 Danae Class A Redeemable Preference Shares;
- 3,500,000 Danae Class B Redeemable Preference Shares; and
- 28,500,000 Danae Options.

9.8 Danae Ordinary Shares

The Danae Ordinary Shares are quoted on ASX and are freely transferable other than those which are issued under the Danae Employee Incentive Plan described below.

As at the date of this Bidder's Statement and the date immediately before the first Offer is sent, Greenwich does not have a relevant interest in any Danae Ordinary Shares and does not have any voting power in Danae.

Danae has an Employee Incentive Plan, pursuant to which employees and office holders are entitled to be issued Danae Ordinary Shares. The Danae Ordinary Shares issued pursuant to the Employee Incentive Plan are subject to the terms of that Plan. The Offers extend to the Danae Ordinary Shares issued pursuant to the Employee Incentive Plan.

9.9 Danae Redeemable Preference Shares

There are two classes of Danae Redeemable Preference Shares, Danae Class A Redeemable Preference Shares and Danae Class B Redeemable Preference Shares. The Danae Redeemable Preference Shares are not quoted on ASX and are freely transferable. 100% of the Danae Class A Preference Shares are held by MP Mining. 100% of the Danae Class B Redeemable Preference Shares are held by BSG Gold.

Each of the Danae Class A Preference Shares and Danae Class B Preference Shares were issued on similar terms and conditions, although the Danae Class A Preference Shares have priority in respect of redemption. The common key terms of the Danae Preference Shares are as follows:

- (1) Each holder of a Danae Preference Share has a redemption date of the earlier of:
 - (a) 10 January 2009; and
 - (b) the date on which Danae issues new shares for the purpose of using the proceeds of the new issue to redeem the Danae Preference Shares.
- (2) Each holder of a Danae Preference Share receives a preferential cumulative dividend at a rate of 10% per annum of their \$1.00 issue price per annum payable half yearly, subject to funds being available and sufficient distributable profits.
- (3) The Danae Preference Shares are unlisted and transferable. The holders of Danae Preference Shares are not entitled to vote at general meetings of Danae, except in limited circumstances. There are no rights of conversion into ordinary shares and Danae may redeem the Danae Preference Shares at any time prior to the redemption date by giving 7 days written notice.

Danae Class A Preference Shares rank first in priority for any payment upon redemption of any shares in Danae and the Danae Class B Preference Shares rank second in priority, with the Danae Ordinary Shares ranking third.

The Danae Class A Preference Shares rank equally with Danae Class B Preference Shares in priority to Danae Ordinary Shares for the payment of dividends. No shares ranking in priority to the Danae Preference Shares may be issued without approval by special resolution of the holders of each class of the Danae Preference Shares in general meeting.

As at the date of this Bidder's Statement and the date immediately before the first Offer is sent, Greenwich has a relevant interest in 3,500,000 (being 100%) of the Danae Class B Redeemable Preference Shares pursuant to its agreement with BSG Gold described in Section 14.3. Greenwich does not have an interest in any Danae Class A Redeemable Preference Shares.

If Greenwich becomes entitled to compulsorily acquire all of the Danae Redeemable Preference Shares in accordance with the Corporations Act, Greenwich intends to proceed with compulsory acquisition of all of the Danae Redeemable Preference Shares.

9.10 Danae Options

The Danae Options are not quoted on ASX and are freely transferable. Each Danae Option entitles the holder to be issued 1 Danae Ordinary Share. So far as known to Greenwich, the exercise prices and expiry dates for the Danae Options on issue as at the date of this Bidder's Statement are as follows:

Exercise Price	Expiry Date	Number of Danae Options
A\$0.25	16 January 2009	28,500,000

As at the date of this Bidder's Statement and the date immediately before the first Offer is sent, Greenwich has an interest in 8,500,000 (being 29.8%) of the Danae Options pursuant to its agreement with BSG Gold described in Section 14.3.

If Greenwich becomes entitled to compulsorily acquire all of the Danae Options in accordance with the Corporations Act, Greenwich intends to proceed with compulsory acquisition of all of the Danae Options.

Greenwich is making an Offer to acquire the Danae Options. In addition, the Offer in respect of the Danae Ordinary Shares extends to any Danae Ordinary Shares issued upon exercise of Danae Options during the period from the Record Date to the end of the Offer Period.

SECTION 10 - RISKS

10.1 General risk statement

Holders of Target Securities who accept the Offers will become holders of securities in Greenwich. The financial performance and operations of Greenwich's business, the price of Greenwich Shares, the value of its other securities and the amount and timing of any dividends that Greenwich pays (if any) will be influenced by a range of factors. Some of these factors can be mitigated by the use of safeguards and appropriate commercial action. However, many of these factors are beyond the control of Greenwich and its Directors.

This Section describes certain risks associated with an investment in Greenwich. Holders of Target Securities should consider these risk factors and the other information contained in this Bidder's Statement before accepting the Offer.

10.2 Risks associated with the Enlarged Group

(1) Delay in completion of the permitting process for the Sappes Gold Project

The ability of Greenwich to secure the necessary consents to develop a working mine on its main project, the Sappes Gold Project, is dependent on the execution of a Joint Ministerial Decision approving an environmental impact study and establishing appropriate environmental terms, and the grant of further construction permits and operating permits in respect of the project.

The Joint Ministerial Decision is currently being delayed by a third party legal challenge to the approval of a pre-approval study. A decision of the Greek Council of State is awaited. If this case is decided in favour of Greenwich, the grant of the Joint Ministerial Decision, and subsequently the construction and operating permits, as with any administrative decision made by the Greek state, may also be subject to appeals in the Greek Council of State.

If the current case is not decided in favour of Greenwich, it intends to resubmit the environmental impact study for approval and to seek a further Joint Ministerial Decision. This may have an impact on timing and cost of the approvals stage of the project.

If the relevant decisions and permits are obtained, substantial additional funds will be needed to develop the mine. If the decisions and permits are not obtained and Greenwich is unable to find another means of realising value, Greenwich's Ordinary Shares may diminish in value.

Whilst the relevant law in Greece sets out timetables for the permitting process, Greenwich has learnt from experience that decisions of both government and judicial bodies may take significantly longer than anticipated.

(2) Possible failure to successfully complete earn-in arrangements for the Vostok Copper Project

MRK, a Danae subsidiary, holds a mining and exploration contract in relation to the Vostok Copper Project. This obliges MRK to expend US\$4,000,000 over six years on exploration activity, with US\$300,000 to be expended in each of the first two years of the contract.

Danae is in negotiations with a third party to 'earn-in' to the project by expending a minimum of US\$1,600,000 to allow MRK to continue its work programme under the contract. If these negotiations are unsuccessful, Danae will have to procure an alternative source of funding to carry on its exploration and meet its obligations under the contract.

The rights under the MRK mining and exploration contract may be reduced or forfeited if MRK does not meet its contractual obligations. Successful completion of the earn-in arrangements may reduce the risk of MRK not meeting these contractual obligations.

This risk must be read in conjunction with the risks arising from the changes in Kazakhstan law discussed below.

(3) Recent changes to the laws of Kazakhstan create uncertainty for the Vostok Copper Project

Many of Kazakhstan's subsoil use laws have been recently adopted and consequently there are few precedents to aid interpretation. In particular, the statutes do not distinguish penalties for breach of contract by reference to the severity of the breach and therefore the legal consequences of any breach are unpredictable. In addition, a right of pre-emption in favour of the Kazakhstan State has been introduced in the case of transfer of (i) any 'subsurface use rights' (such as those held by MRK); or (ii) shares in any entity holding such rights (such as MRK); or (iii) shares in any entity which has the power, directly or indirectly, to control or influence decisions in such an entity.

The new pre-emptive right clearly affects the proposed third party 'earn-in' arrangement referred to above and so alternative structures are being examined.

It is also possible, although thought unlikely, that this pre-emptive right could apply to a change in the ownership of shares in Danae pursuant to the Danae Offer. Greenwich does not think that the Kazakhstan government would be able to assert such right, as it is difficult to see how this right could be asserted over a foreign, publicly listed company and there may not be any comparable price to the issue of Greenwich Securities in return for the transfer of Danae Securities which the Kazakhstan government could apply in exercising any pre-emptive right. In addition, for the law to apply, Danae's 'primary activity' must be associated with subsurface use in Kazakhstan.

This is, however, new legislation which has not been tested, and it is possible that the government of Kazakhstan may seek to assert this right in respect of the transfer of Danae securities or possibly seek to treat the mining and exploration contract as terminated. In particular, there is no guidance or precedent as to what constitutes 'primary activity'.

The views of Greenwich expressed in this Bidder's Statement assume that the relevant authorities in Kazakhstan will act consistently, in good faith, and for proper purposes in arriving at decisions relating to the project. However, Greenwich is unable to predict the outcome of any deliberations of the Kazakhstan authorities or the courts of Kazakhstan in relation to any particular matter.

(4) Possible Failure to conclude a Supplementary Agreement in relation to the Vostok Copper Project

MRK's right to commence mining and production is conditional on MRK entering into a Supplementary Agreement with the Kazakhstan Ministry of Energy and Mineral Resources (**MEMR**), the counterparty to the mining and exploration contract.

There is no guarantee that MEMR will cooperate in entering into the Supplementary Agreement in the future, or that the terms of that Supplementary Agreement will be commercially acceptable, as the terms are not set out in the agreement. Specifically, the rates of royalty payable to MEMR are not pre-determined, and will be the subject of negotiation.

The negotiation and finalisation of the Supplementary Agreement can be expected to be a long process, which will require the coordination and approval of several state bodies.

MRK will also require numerous licences and permits to carry out the production phase.

(5) Possible failure to secure rights for Zarmitan Gold Project

On 18 November 2002, Decree 687-f was executed by the Prime Minister of Uzbekistan which authorised two Uzbek state bodies ('Goscomgeologia' and 'Navoi') to enter negotiations with MP Mining (a major shareholder in Danae) in respect of the formation of a joint venture in relation to the Zarmitan Gold Project. MP Mining holds on trust for MDZ, a wholly owned subsidiary of Danae, any rights that may accrue in relation to such negotiations.

Whilst Decree 687-f remains in place, agreements have not been concluded to allow formation of a joint venture. The position of MDZ in the project was called into question in August 2004 following which MDZ wrote to the Uzbek Government to seek clarification in respect of the status of MDZ's position. To date, no official response has been received from the Uzbek Government. Negotiations over the past year with the technology partner recommended by Navoi have not led to a successful outcome and the Uzbek authorities may not be willing to carry out any future negotiations with MDZ. John Roberts of MP Mining and Robert Champion de Crespigny of Buka have also recently written to Navoi informing them in broad terms of the Merger and proposing discussions in respect of the project. To date, no response has been received from Navoi.

Since May 2005, relations between the Uzbek government and those of several western countries have worsened and it is possible that this may impact on the prospects of western companies intending to operate in Uzbekistan. In the light of the current environment, Danae now believes that there will need to be clear government direction reinforcing Decree 687-f before Goscomgeologia and Navoi will recommence negotiations.

Whilst Greenwich hopes to establish a joint venture to enable the Enlarged Group to obtain rights in respect of the Zarmitan Gold Project, at present neither Danae nor MDZ holds any such rights in relation to the project and there is a significant risk that no such rights will be obtained. The project should only be regarded as a potential opportunity.

The views of Greenwich expressed in this document assume that the relevant authorities in Uzbekistan will act consistently, in good faith, and for proper purposes in arriving at decisions relating to the proposed joint venture. However the legal system in Uzbekistan does not incorporate any system of precedent nor a system of judicial review under which decisions of government bodies are subject to scrutiny by the courts. Greenwich is unable to predict the outcome of any deliberations of the Uzbekistan authorities or the courts of Uzbekistan in relation to any particular matter.

On 31 January 2006 Danae announced that it had decided to adopt a more conservative accounting approach for the project consistent with that proposed to be adopted by the Enlarged Group and fully provide against the carrying value of its Uzbekistan mineral activities.

(6) Costs arising if Buka Gold's reserves are exhausted

If Buka Gold fails to add to existing reserves or if mining of the existing reserves becomes uneconomic, it will need to consider a partial or full closure of operations at the Gympie gold mine in Queensland. This may lead to a requirement to make redundant the majority of employees and may, depending on the outlook for a resumption of operations, result in Buka Gold incurring care and maintenance costs and undertaking some site rehabilitation. Should this arise, the current Australian employment arrangements require those employees affected to be paid redundancy payments covering eligible leave entitlements, a notice period payment and a severance payment.

Buka Gold made announcements to ASX on 16 December 2005 and 16 January 2006 which detailed the anticipated evolution to a smaller scale, higher grade mining operation. Approximately 20% of the workforce has been retrenched since the first of these announcements and further retrenchments may follow as the change process continues.

(7) Potential Delays caused by Native Title and Aboriginal Cultural Heritage rights in Australia

Buka and Buka Gold have established that native title issues will not pose a material impediment to mining or exploration on the tenements on which Buka Gold operates. However these rights may exist in relation to future tenement applications and may therefore impact on obtaining grants of exploration and mining tenements, and on carrying out activities on those tenements.

In Australia, processes under the Native Title Act 1993 (Cth) need to be followed in relation to the grant of tenements over land where native title may exist. As a result of such processes, conditions may be imposed on grants of tenements to protect native title, or, very rarely, grants not allowed. If approval or renewal is refused, the Enlarged Group may suffer significant damage through loss of the opportunity to discover and develop any mineral resources on that tenement.

(8) Susceptibility to political, social and economic instability

The Enlarged Group could be affected adversely by economic, political, administrative, taxation or regulatory factors, including the interpretation or application of laws in any of the countries in which the Enlarged Group has or may have interests, including England, Australia, Greece, Uzbekistan and Kazakhstan.

The possible impact of particular administrative and political risks on the Enlarged Group's projects is dealt with in Sections 10.2(1), 10.2(3), and 10.2(4).

(9) Exploration, development and financing risks

Exploration, development and production activities in connection with minerals carry a significant degree of risk. Despite favourable geological conditions, success cannot be guaranteed.

Resource estimates are expressions of judgment based on knowledge, experience and industry practice. Estimates, which were valid when made, may change significantly when new information becomes available.

In addition, resource estimates are necessarily imprecise and depend to some extent on interpretation, which may prove to be inaccurate. Should the Enlarged Group encounter mineralisation or formations different from those predicted by past drilling, sampling and similar examinations, resource estimates may have to be adjusted and mining plans may have to be altered in a way that could affect the Enlarged Group's operations.

The commercial exploitation of any mineral resource will be dependent on the Enlarged Group obtaining and maintaining all necessary rights, approvals, licences and permits. Project delay or abandonment could occur if the necessary rights and approvals are not forthcoming in a timely fashion, which ultimately could affect the value or viability of the Enlarged Group itself.

Long-term financing requirements for the Enlarged Group will depend upon the degree of success experienced by the Enlarged Group in its current and future projects. The Enlarged Group will need to seek to raise significant further funds in due course to finance, in particular, exploration and mine development at the Sappes Gold Project, the Zarmitan Gold Project opportunity and the Enlarged Group's other projects should the Enlarged Group be successful in obtaining the relevant consents or rights.

Kazakhstan, Uzbekistan and Greece have limited services available to mining operations. Accordingly, the Enlarged Group may need to deploy additional logistical support and new infrastructure. No assurance can be given that any additional financing will be available or that, if available, it will be available on terms favourable to the Enlarged Group or its shareholders.

Notwithstanding statutory subscription rights, if additional funds are raised through the issue of equity securities, the percentage ownership of the current shareholders of the Enlarged Group may be reduced and those securities may have rights, preferences or privileges ranking in priority to those of holders of existing securities in Greenwich.

If adequate funds are not available to satisfy either short or long-term capital requirements, the Enlarged Group may be required to limit its operations significantly.

(10) Operational and environmental risks

The Enlarged Group's operations are subject to all of the operating hazards and risks normally inherent in mineral exploration and development. These include the possibility of fires, earthquake activity, explosions, unusual or unexpected geological conditions, the absence of economically viable reserves, the risks associated with equipment and production and with the use of industrial chemicals. Though the Enlarged Group will put in place mechanisms to minimise these risks and their effects, if they occur, these hazards may result in cost overruns, substantial losses and/or exposure to claims for property damage or personal injury or loss of life. Such hazards can also severely damage or destroy equipment and infrastructure.

The Enlarged Group's business is also subject to extensive and changing mining, environmental and safety laws and regulations governing mine operations and the discharge of materials into the environment and otherwise relating to environmental protection. As with any entity with interests in property, the Enlarged Group may also be subject to rehabilitation costs, clean-up costs and liability for toxic or hazardous substances which may exist on or under any of its properties or which may be

produced as a result of its operations. The Enlarged Group may also encounter resistance to its projects from environmental lobby and pressure groups which can cause significant delay, disruption and expense.

The Enlarged Group, as a participant in mining activities in various parts of the world, may become subject to liability for hazards that cannot be insured against or against which it may elect not to be insured because of high premium costs or other reasons. The Enlarged Group may incur liabilities to third parties (in excess of any insurance cover) arising from pollution or other damage or injury.

(11) Risks associated with fluctuations in mineral prices

The Enlarged Group's business may be affected by the general risks associated with all companies in the mining industry. The prices received for the Enlarged Group's mineral production depends on numerous factors, many of which are beyond its control and the exact effects of which cannot be accurately predicted. Such factors include general economic and political activities including the extent of governmental regulation and taxation, the availability of transportation capacity and the activities of protest and non-governmental organisations.

The Enlarged Group's profitability will also be dependent on the market price of commodities which can fluctuate significantly, according to world market conditions.

(12) Joint Venture risk

The Enlarged Group will have interests in assets through joint ventures with other entities. Any failure of the other joint venture party to meet their obligations under the joint venture could have a material adverse effect on the Enlarged Group. In addition, the Enlarged Group may be unable to control strategic decisions made in respect of the joint venture.

(13) Foreign exchange risk

As an international mining company, a substantial amount of the Enlarged Group's sales and a significant proportion of its costs are likely to or will be denominated in US dollars and other currencies although it will report in pounds sterling. As a result, a number of foreign currency effects may arise from exchange rate movements.

(14) Dependence on key personnel and infrastructure

The Enlarged Group's success depends to a significant extent upon key executives, as well as other management and technical personnel including those engaged on a contractual basis. The Enlarged Group intends to address this concern by entering into service contracts with key personnel.

The Enlarged Group's success also depends on the use of third party infrastructure. The loss of the services of certain personnel and loss of infrastructure could have an adverse effect upon the Enlarged Group and its operations.

(15) Importance of diversification

The success of the Enlarged Group partially depends upon its ability to identify and select new investments. There is a risk that the Enlarged Group will be unable to secure such investments on appropriate terms, thereby potentially limiting the growth of the Enlarged Group.

If the Enlarged Group makes only a limited number of investments, poor performance by one or a few of these could severely affect the performance of the Enlarged Group and thereby severely impact the returns to investors.

The integration of new investments by the Enlarged Group may also be more difficult and involve greater costs, than anticipated.

The realisable value of an investment may also be less than its apparent value.

10.3 Risks associated with the Merger

(1) Issue of Greenwich Securities as consideration

Investment risks

Holders of Target Securities should be aware that there are risks associated with investment in financial products. Greenwich will make an application for admission of the Greenwich Shares to listing on the Official List of the UK Listing Authority and to trading on the LSE's main market for listed securities within 7 days after the date of this Bidder's Statement. Greenwich also proposes to make an application for quotation of Greenwich Shares on the financial market operated by ASX within 7 days after the date of this Bidder's Statement. Greenwich cannot guarantee, and does not represent or imply, that the Greenwich Shares will be quoted by ASX. If the Greenwich Shares are not quoted by ASX and admitted to trading on the LSE's main market for listed securities the Merger will not proceed. If such a secondary listing is granted the Greenwich Shares will be quoted in the form of CHESS Depositary Interests. There is no guarantee that the Greenwich Shares will be quoted by ASX or admitted to trading on the LSE's main market for listed securities.

Greenwich Share price movements could affect the value of consideration paid under the Offers and the value of any investment in Greenwich. The value of Greenwich Shares can be expected to fluctuate depending on various factors including general worldwide economic conditions, changes in government policies, investor perceptions, movements in interest rates and stock markets, prices of the Enlarged Group's products, variations in the operating costs and costs of capital replacement which the Enlarged Group may in the future require. Similarly, Greenwich may not be able to pay dividends and the Greenwich Shares trading on the LSE and ASX could have low liquidity.

Greenwich Shares were temporarily suspended from trading from 9.05 am (London time) on 24 October 2004 pending the distribution of a circular to Greenwich's shareholders in relation to the Merger and the Capital Raising. It is expected that the suspension will be lifted within 2 trading days immediately after publication of the prospectus to be issued by Greenwich in relation to the Merger and Capital Raising. There is a risk that Greenwich Shares will resume trading at a price lower than the price of Greenwich Shares traded prior to the suspension, which will affect the value of the Greenwich Securities issued to holders of Target Securities who accept the Offers.

The Greenwich Options and Greenwich Convertible Preference Shares issued under the Offers will not be quoted on any stock exchange.

Holders of Danae Class A and Class B Preference Shares should also note that the Greenwich Convertible Preference Shares will only convert into Greenwich Shares if the Greenwich Board resolves to conduct a definitive feasibility study in relation to the Zarmitan Gold Project before 26 October 2010. This may not occur.

Value

Market fluctuations may affect the market value of the consideration offered to you because the exchange ratio contemplated by the Offers is fixed. You are being offered consideration under the Offers that consists of a specified number of Greenwich Securities (except for holders of Danae Options, who are offered a nominal amount of cash), rather than a number of Greenwich Securities with a specified market value. As a result, the value of the Offers will fluctuate depending upon the market value of Greenwich Shares. The Australian dollar value of the Offers may be affected by exchange rate fluctuations between the Australian and United Kingdom currencies.

Accordingly, the market value of the Greenwich Shares at the time you receive them may vary significantly from their market value on the date of your acceptance of the Offer.

Availability of Roll-over Relief

A condition of the Offers is that the level of acceptance must result in Greenwich becoming entitled to at least 90% of all Buka Shares and 90% of all Danae Ordinary Shares. However, Greenwich reserves the right to waive these conditions. As a result, Greenwich may not acquire the number of Buka Shares and/or Danae Ordinary Shares sufficient to bring its total interest in either Buka or Danae to at least 80% of the voting shares, in which case the scrip for scrip rollover relief will not necessarily be applicable to holders of Target Securities in the relevant company.

Sale of Greenwich Securities

Under the Offers, Greenwich may issue a significant number of new Greenwich Shares. Some holders of Target Securities may not intend to continue to hold their Greenwich Shares and may wish to sell them. There is a risk that this may adversely impact on the price of Greenwich Shares.

Greenwich Share Consolidation

Greenwich proposes to consolidate the number of its ordinary shares on issue on a 1 for 30 basis. If Greenwich's shareholders approve the consolidation at the EGM, this consolidation will take place with effect from the Offers becoming unconditional.

There is a risk that the trading price of Greenwich Securities will not be increased in the inverse proportion to the share consolidation ratio as a result of the consolidation.

(2) Consequences of Buka and Danae not becoming wholly owned subsidiaries

If Offers made to the holders of Buka Shares and Danae Ordinary Shares are accepted in respect of at least 90% of each of the Buka Shares and Danae Ordinary Shares, and Offers made to holders of other Target Securities are accepted in respect of 100% of the relevant Target Securities, Greenwich will be able to compulsorily

acquire the balance of the ordinary shares in Buka and Danae so that they will become wholly-owned subsidiaries of Greenwich.

Greenwich reserves its right (subject to applicable law and any contrary statement made in this Bidder's Statement) to declare the Offers free from the minimum acceptance conditions (or any other condition). However, Greenwich has not decided whether it will free the Offers from the minimum acceptance conditions (or any other conditions). If Greenwich waives the 90% minimum acceptance condition in respect of the Offers for the Buka Shares or Danae Ordinary Shares and it does not receive acceptances in respect of at least 90% of those shares, the non-accepting shareholders in that company will retain their shares in that company so that Buka or Danae, as the case may be, will not be a wholly-owned subsidiary of Greenwich. If this occurs, the Enlarged Group's ability to deal with the assets of that company will be constrained and there will be further associated costs of having minority shareholders and the VAT dispute described in Section 6.8(4) will remain and require resolution between Greenwich and Danae.

Greenwich may also become a holder of Buka Tranche 1 Options, Buka Tranche 2 Options and/or Danae Options, but be unable to exercise them because of its existing level of voting power in the relevant Target.

(3) **Merger Integration**

Integrating three companies such as Greenwich, Buka and Danae may produce some risks, including integrating management, information systems and work practices. Furthermore, there is no guarantee that any synergy benefits or costs savings will be achieved on time or at all.

SECTION 11 - SOURCES OF CONSIDERATION

11.1 Cash Consideration

The consideration for the acquisition of the Danae Options and part of the consideration for the acquisition of the Buka Tranche 1 Options will be satisfied by the payment of cash.

The maximum amount of cash consideration which would be payable by Greenwich under the Offers if acceptances for all the Danae Options and Buka Tranche 1 Options existing at the date of this Bidder's Statement are received, is A\$285. This amount will be paid from cash reserves available to Greenwich. Refer to the preliminary financial statements of Greenwich for the year ended 30 September 2005 set out in Annexure A for information in relation to the financial position and cash reserves available to Greenwich.

The exercise of Greenwich Class A Options will be a "cashless exercise". That is, the £1,470,000 in cash payable to holders of Buka Tranche 1 Options who accept the Offer upon the exercise of their Greenwich Class A Options will be applied in satisfaction of the exercise price of their Greenwich Class A Options.

11.2 Securities in Greenwich

The maximum number of Greenwich Shares, Greenwich Options and Greenwich Convertible Preference Shares which would be issued under the Offers if acceptances are received in respect of all the Target Securities on issue as at the date of this Bidder's Statement is approximately 1,698,163,821 (56,605,460.7 post Consolidation) Greenwich Shares, 429,500,000 Greenwich Options (entitling the option holders to subscribe for 429,500,000 Greenwich Shares pre Consolidation and 14,316,667 Greenwich Shares post Consolidation) and 108,032,100 (3,601,070 post Consolidation) Greenwich Convertible Preference Shares.

If all Greenwich Options and Greenwich Convertible Preference Shares issued under the Offers were converted into Greenwich Shares and the options under the Greenwich Class A and Class B Option Schemes were exercised, the total number of Greenwich Shares to be issued as a result of the Offers and such conversion will be 2,235,695,921 (74,523,194 post Consolidation).

The number of securities to be issued under the Capital Raising cannot yet be determined.

The actual number of Greenwich Securities to be issued under the Offers will be dependent on the rounding of the entitlements of holders of Target Securities.

Greenwich will have the capacity to issue the maximum number of Greenwich Securities which it may be required to issue under the Offers and on the exercise of Greenwich Options and the options under the Greenwich Class A and Class B Option Schemes and conversion of Greenwich Preference Shares issued pursuant to the Offers upon the passing of the Greenwich Resolutions.

The effect of the Merger on Greenwich's capital structure is described in more detail in Section 5.4.

It is proposed that each Greenwich Share currently on issue be consolidated on a 1 for 30 basis. The effect of the Consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.

SECTION 12 - DEALINGS IN TARGET SECURITIES

12.1 Acquisitions of Target Securities by Greenwich

Greenwich entered into an agreement with BSG Gold on 26 October 2005 (**Pre-Bid Agreement**), pursuant to which Greenwich has agreed to acquire from BSG Gold:

- (1) all 3,500,000 of the Danae Class B Preference Shares in consideration for the issue of 16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares (on a pre-Consolidation basis) for each Danae Class B Preference Share; and
- (2) 8,500,000 Danae Options for \$0.00001 each.

This agreement is summarised in Section 14.3 of this Bidder's Statement.

The value of 16.70 Greenwich Shares (based on the VWAP price of Greenwich Shares in the ordinary course of trading on the London Stock Exchange during the two full trading days on which Greenwich Shares were traded before 22 October 2005 (2.30 pence) and an exchange rate of A\$0.4243 per £1.00 on 26 October 2005) was A\$0.905. The value of 4.18 Greenwich Convertible Preference Shares on 26 October 2005 was negligible due to the uncertainty surrounding the Zarmitan Project opportunity.

Accordingly, the aggregate value per share agreed to be paid for each Danae Class B Preference Share pursuant to the Pre-Bid Agreements was A\$0.905. Stanton Partners Corporate Pty Limited's report as to whether this value is fair and reasonable accompanies this Bidder's Statement sent to Danae's shareholders in Danae's Target's Statement.

12.2 Highest Price Paid for Target Securities by Bidder

The highest price agreed to be paid in the last 4 months before the date of the bid by Greenwich or its associates for:

- (1) a Danae Ordinary Share was A\$0.041, which was paid by Donald Lewis and John Corcoran (who are current directors of Greenwich) who each acquired 4,878,000 Danae Ordinary Shares from MP Mining on 20 February 2006; and
- (2) a Danae Class B Preference Share was A\$0.905 (based on the value of the 16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares agreed to be issued per Danae Class B Preference Share set out in Section 12.1); and
- (3) a Danae Option was A\$0.00001.

Greenwich and its associates have not acquired any other Target Securities within the last 4 months.

12.3 Escalation Agreements

Neither Greenwich nor any associate of Greenwich has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

12.4 Collateral Benefits

During the 4 months before the date of this Bidder's Statement, neither Greenwich nor any associate of Greenwich gave, or offered to give, or agreed to give a benefit to another person which was likely to induce the other person, or an associate of the other person, to:

- (1) accept the Offer; or
- (2) dispose of Target Securities,

and which is not offered to all holders of Target Securities under the Offers.

SECTION 13 - TAXATION CONSIDERATIONS

13.1 Introduction

The information in this Section is intended to provide a general overview of the income and capital gains tax implications for Australian residents and non-residents (for tax purposes) who accept the Buka Offer or the Danae Offer, as the case may be.

This summary is not intended to be comprehensive and is based upon Greenwich's interpretation of income tax legislation currently in force at the date of this Bidder's Statement. Holders of Target Securities should not rely on the information in this Section as advice in relation to their own affairs. Taxation laws are complex and there could be implications in addition to those described in this Section. This summary does not consider any specific facts or circumstances that may apply to particular holders of Target Securities. Holders of Target Securities should seek independent professional advice in relation to their own particular circumstances.

The information in this Section does not apply to holders of Target Securities who have received their Target Securities in their capacity as employees of the relevant Target. Employee holders of Target Securities should also obtain their own independent advice.

13.2 Australian Tax Consequences

(1) Overview

The Australian tax consequences of disposing of your Buka Shares, Buka Tranche 1 Options, Buka Tranche 2 Options, Danae Ordinary Shares, Danae Class A Preference Shares, Danae Class B Preference Shares and/or Danae Options, as applicable, will depend on a number of factors, including:

- (a) whether you are an Australian resident or non-resident for tax purposes;
- (b) whether you hold your Target Securities on capital or revenue account;
- (c) when you acquired your Target Securities;
- (d) the cost of acquiring your Target Securities;
- (e) whether you are an individual, a company, a trustee of a trust or a complying superannuation entity;
- (f) whether Greenwich acquires 80% or more of the Buka Shares as a result of the Buka Offer in the case of Target Securities held in Buka; and
- (g) whether Greenwich acquires 80% or more of the Danae Ordinary Shares as a result of the Danae Offer in the case of Target Securities held in Danae.

Broadly, if you are an Australian resident and you hold your Target Securities on revenue account, then you will be liable to Australian tax on any gain you make on the disposal of your Target Securities by accepting the Buka Offer or Danae Offer, as may be the case.

If you are an Australian resident and you hold your Target Securities on capital account, then you will be liable to Australian tax on any capital gain you make on the

disposal of your Target Securities by accepting the Buka Offer or Danae Offer, as applicable, unless you acquired your Target Securities before 20 September 1985 or roll-over relief is available and you choose it.

If you are a non-resident of Australia and hold your Target Securities on revenue account, then you will be liable to Australian tax on any gain you make on the disposal of Target Securities by accepting the Buka Offer or Danae Offer, as applicable, if the gain has an Australian source. However, if you are a resident of a country with which Australia has entered into a double taxation agreement, then the terms of that double taxation agreement should also be taken into account.

If you are a non-resident of Australia and hold your Target Securities on capital account, then you will be liable to Australian tax on any capital gains you make on the disposal of your Target Securities by accepting the Buka Offer or Danae Offer, as applicable, if you acquired your Target Securities on or after 20 September 1985 and either:

- (a) you and your associates have owned at least 10% by value of all shares in Buka or Danae, as applicable, at any time during the five years before you accept the Buka Offer or Danae Offer, as applicable; or
- (b) your Target Securities are held in connection with the conduct of a business through a permanent establishment in Australia.

As referred to in 13.2(2) below, the Treasurer of Australia has announced that amendments will be made so as to narrow the range of assets on which a non-resident is subject to Australian capital gains tax. At the time of this Bidder's Statement, no legislation introducing these amendments had been introduced. These amendments, when they take effect, may result in a non-resident not being subject to Australian tax on any capital gains made on disposal of the Target Securities.

If you are a resident of a country with which Australia has entered into a double taxation agreement, then the terms of that double taxation agreement should also be taken into account.

The Australian tax consequences are explained in more detail below.

(2) Holding Target Securities on Revenue or Capital Account

Broadly, if you acquired your Target Securities as part of a share trading business, as part of certain other businesses (eg. banking and insurance) or for the purpose of reselling them at a profit, then you may be treated as holding your Target Securities on revenue account.

If, on the other hand, you acquired your Target Securities as a passive investment, for example, with the intention of generating dividend income and/or long term capital growth, then you may be treated as holding your Target Securities on capital account.

Australian Resident - Target Securities held on Revenue Account

If you are an Australian resident and hold your Target Securities on revenue account, then you will be liable to Australian tax on any gain you make on the disposal of your Target Securities by accepting the Buka Offer or Danae Offer, as applicable. Broadly, the amount of the gain liable to Australian tax will be the amount by which the market value of the Greenwich Securities and/or cash you receive exceeds the cost of the

relevant Target Securities you hold. You must include any gain in your assessable income and it will be subject to Australian tax at applicable rates.

If, on the other hand, the cost of the Target Securities you hold exceeds the market value of the Greenwich Securities and/or cash you receive in respect of those Target Securities, then you will incur a loss equal to the excess. Any loss will be an allowable deduction from your other assessable income or net capital gains.

Where you receive an amount of foreign currency and/or Greenwich Securities for your Target Securities then, in order to ascertain the amount of gain or loss as the case may be, the amount of that foreign currency and/or value of the Greenwich Securities, has to be translated into Australian currency. You should seek professional advice as to the applicable exchange rate for these purposes.

Australian Resident - Target Securities held on Capital Account

If you are an Australian resident and acquired your Target Securities on capital account before 20 September 1985, then you will not be liable to Australian tax on any capital gain you make on the disposal of your Target Securities by accepting the Offer. (Note, however, that there are circumstances in which you may be deemed to have acquired your Target Securities on or after 20 September 1985.) However, where you acquire Greenwich Shares, Greenwich Class A Options, Greenwich Class B Options, and/or Greenwich Convertible Preference Shares, you will be liable to Australian tax on any capital gain you make on a subsequent disposal of such Greenwich Securities. In this regard, those Greenwich Securities acquired will have a cost base equal to the market value of the relevant Target Securities and/or any cash exchanged for the Greenwich Securities at the time you accept the Buka Offer or the Danae Offer, as the case may be. In the case of Greenwich Class A Options which are acquired as part consideration, together with cash, for the disposal of Buka Tranche 1 Options, the cost base of those Greenwich Class A Options will be an amount representing the value of the Buka Tranche 1 Options that is reasonably attributable to the acquisition of the Greenwich Class A Options.

If you are an Australian resident and acquired your Target Securities on capital account on or after 20 September 1985 then you will be liable to Australian tax on any capital gain you make on the disposal of your Target Securities by accepting the Buka Offer or the Danae Offer, as the case may be, unless roll-over relief is available and you choose to obtain it. Broadly, the amount of any capital gain liable to Australian tax will be the amount by which the market value of Greenwich Securities and/or the amount of cash you receive exceeds the cost base of your relevant Target Securities. The time of recognition of any capital gain will be, if the Buka Offer or the Danae Offer, as the case may be, is accepted by you, when various conditions to the Buka Offer (which includes obtaining Foreign Investment Review Board approval) or the Danae Offer have been satisfied. The amount of any capital gain liable to Australian tax may be reduced if you are entitled to the CGT discount. Roll-over relief, the cost base of your Target Securities and the CGT discount are explained in more detail below.

If, on the other hand, the cost base of your relevant Target Securities exceeds the market value of the Greenwich Securities and/or the amount of cash you receive, then you will make a capital loss equal to the excess. Such a capital loss may be used to offset a capital gain made in the same income year or a future income year. If you are a trust or a company, you may only carry forward a capital loss to offset a future capital gain if you satisfy certain tests. A capital loss may not be used to offset ordinary assessable income.

Where you receive an amount of foreign currency and/or Greenwich Securities for your Target Securities then, in order to ascertain the amount of the capital gain or capital loss as the case may be, the amount of that foreign currency and/or value of the Greenwich Securities, has to be translated into Australian currency at the exchange rate applicable at the time of recognition of the capital gain.

Where you acquire Greenwich Shares, Greenwich Class A Options, Greenwich Class B Options or Greenwich Convertible Preference Shares you will be liable to Australian tax on any capital gain you make on a subsequent disposal of those Greenwich Securities. In this regard, where roll-over relief was not available in respect of the disposal of your relevant Target Securities, or you did not choose it, the Greenwich Securities acquired will, in general terms, have a cost base equal to the market value of the relevant Target Securities and/or cash payment exchanged for the Greenwich Securities. The cost base of Greenwich Class A Options acquired will be ascertained as indicated above.

Roll-over Relief

If, as a result of the Buka Offer or Danae Offer, Greenwich acquires 80% or more of the voting shares in Buka or 80% or more of the voting shares in Danae, as applicable, then you may choose roll-over relief if you are an Australian resident and you would otherwise make a capital gain on the disposal of the Target Securities you hold in Buka or Danae. A condition of the Offers is that the level of acceptance must result in Greenwich becoming entitled to at least 90% of all Buka Shares and 90% of all Danae Ordinary Shares. However, Greenwich reserves the right to waive these conditions. As a result, Greenwich may not acquire the number of Buka Shares and/or Danae Ordinary Shares sufficient to bring its total interest in either Buka or Danae to at least 80% of the voting shares, in which case the scrip for scrip rollover relief will not necessarily be applicable. Accordingly, holders of Target Securities seeking to choose scrip for scrip rollover relief should confirm the actual acceptance level for, as applicable, Buka or Danae and seek independent professional advice to determine whether the relief will be available.

If roll-over relief is available and you choose to obtain it, then the capital gain you make on the disposal of the relevant Target Securities will not be liable to Australian tax if you receive Greenwich Securities. However, the capital gain you make on the disposal of your relevant Target Securities will remain liable to Australian tax where you receive cash. That is, no roll-over is available in respect of cash received. Note that roll-over relief is not available if you would otherwise make a capital loss on the disposal of Target Securities.

As a consequence of choosing roll-over relief, Greenwich Securities received upon disposal of your Target Securities will have a cost base equal to the cost base of your relevant Target Securities exchanged and/or cash received.

The cost base of the Greenwich Securities is relevant to working out any capital gain liable to Australian tax on a subsequent disposal of the Greenwich Securities.

If you choose roll-over relief, then the choice must be made before you lodge your income tax return for the income year in which you accept the Offer.

Cost Base

The cost base of your Target Securities is generally their cost of acquisition (including brokerage and stamp duty). If you acquired your Target Securities before 11.45am (by legal time in the Australian Capital Territory) on 21 September 1999 and held them for

at least 12 months before accepting the Buka Offer or the Danae Offer, as the case may be, then you may adjust the cost base of your Target Securities to include indexation by reference to changes in the Consumer Price Index from the calendar quarter in which you acquired your Target Securities until the calendar quarter ended 30 September 1999.

If you are an individual, the trustee of a trust or a complying superannuation entity and you choose to apply indexation to the cost base of your Target Securities then you will not be entitled to the CGT discount. If you are a company, then you may apply indexation to the cost base of your Target Securities without having to choose it and you are not entitled to the CGT discount in any event.

Note that the cost base cannot be adjusted to include indexation in working out the amount of any capital loss.

CGT Discount

If you are an individual, the trustee of a trust, or a complying superannuation entity, then you may reduce any capital gain otherwise liable to Australian tax provided that:

- (a) you acquired your relevant Target Securities at least 12 months before disposing of them by accepting the Offer,
- (b) you do not choose to adjust the cost base of your relevant Target Securities to include indexation (refer to above); and
- (c) either roll-over relief is not available or you do not choose it.

The CGT discount applicable to an individual or the trustee of a trust is one half. The CGT discount applicable to a complying superannuation entity is one third. That is, the capital gain you take into account in working out your taxable income is reduced by one half or one third as appropriate. Trustees should seek specific tax advice concerning the consequences of distributions to beneficiaries attributable to discounted capital gains.

Non-Resident - Target Securities held on Revenue Account

If you are a non-resident of Australia and you hold your Target Securities on revenue account, then you will be liable to Australian tax on any gain you make on the disposal of your Target Securities by accepting the Buka Offer or Danae Offer, as applicable, if the gain has an Australian source. The source of any gain will depend on a number of factors including the place of contract to acquire and dispose of your Target Securities and the place of any activities relevant to the holding of your Target Securities.

If you are a resident of a country with which Australia has entered into a double taxation agreement and hold your Target Securities on revenue account, then the terms of that double taxation agreement should also be taken into account. For example, if you are a UK resident and any gain is a business profit for the purposes of that double taxation agreement, then you will only be liable to Australian tax if the gain is attributable to a permanent establishment you have in Australia. In that case the amount of any gain liable to Australian tax will be the amount by which the amount of cash you receive or the market value of the Greenwich Securities and/or cash you receive exceeds the cost of your Target Securities. Broadly, a “permanent establishment” is a fixed place of business in Australia through which the enterprise of a non-resident is carried on.

Non-Resident - Target Securities held on Capital Account

If you are a non-resident of Australia and acquired your Target Securities on capital account before 20 September 1985, then you will not be liable to Australian tax on any capital gain you make on the disposal of your Target Securities by accepting the Buka Offer or Danae Offer, as applicable. (Note, however, that there are circumstances in which you may be deemed to have acquired your Target Securities on or after 20 September 1985.)

If you are a non-resident of Australia and acquired your Target Securities on capital account on or after 20 September 1985, then you will be liable to Australian tax on any capital gain you make on a disposal of your Target Securities if either:

- (a) you and your associates have owned at least 10% by value of all shares in Buka or Danae, as applicable, at any time during the five years before you accept the Buka Offer or Danae Offer, as applicable; or
- (b) your Target Securities are held in connection with the conduct of a business through a permanent establishment in Australia.

In that case, the amount of any capital gain liable to Australian tax will be the amount by which the amount of cash you receive or the market value of the Greenwich Securities and/or cash you receive exceeds the cost base of your Target Securities (subject to the availability of the cost base adjustment to include indexation or the CGT discount described previously).

The Treasurer of Australia had announced in May 2005 that amendments will be made so as to narrow the range of assets on which a non-resident is subject to Australian capital gains tax so that it will be limited to Australian real property and the business assets of Australian branches of a non-resident. The Treasurer's statement indicated that capital gains tax would, however, apply to the disposal of non-portfolio interests (i.e. 10% or more) in interposed entities where the value of such an interest is wholly or principally attributable to Australian real property (which will include mining rights). The Treasurer indicated that the changes would take effect in respect of disposals of assets occurring on or after the date of Royal Assent to the relevant amending legislation. At the time of this Bidder's Statement, no legislation introducing these amendments has been introduced, although the Treasurer stated that legislation implementing the amendments was expected to be introduced before the end of the 2005-06 financial year. These amendments, when they take effect, may result in a non-resident not being subject to Australian tax on any capital gains made on disposal of the Target Securities.

If you are a resident of a country with which Australia has entered into a double taxation agreement, then the terms of that double taxation agreement should also be taken into account.

GST and Stamp Duty

No Australian goods and services tax or stamp duty will be payable by you as a consequence of accepting the Offer. Any applicable stamp duty levied by an Australian State or Territory in respect of the acquisition of the Target Securities by Greenwich will be paid by Greenwich.

Ownership of Greenwich Securities

Broadly, if you are an Australian resident and Greenwich pays a dividend on Greenwich Shares or Greenwich Convertible Preference Shares, then the gross amount of the dividend must be included in your assessable income for the income year of payment.

If the dividend is liable to tax in the UK (eg. withholding tax), then you may be entitled to a foreign tax credit to offset the Australian tax payable on the dividend. The amount of the foreign tax credit will be equal to the lesser of the UK tax paid or the Australian tax payable on the dividend.

The tax laws applicable to the foreign source income of an Australian resident are complex and you should seek independent professional advice in relation to the tax consequences of holding shares in a foreign company.

Disposal of Greenwich Securities

If you are an Australian resident, then the Australian tax consequences of any disposal of Greenwich Securities will be similar to the consequences of the disposal of your Target Securities (unless you change the account on which you hold the Target Securities). However, there will be a difference in the cost base of Greenwich Securities held on capital account depending on whether roll-over relief was available on the disposal of your Target Securities and you chose it.

If roll-over relief was available on the disposal of any of your Target Securities and you chose it, then the cost base of the Greenwich Securities will be equal to the cost base of those Target Securities for which the roll-over relief was available.

Alternatively, if roll-over relief was not available on the disposal of your Target Securities or you did not choose it, then the cost base of Greenwich Securities will in general terms be equal to the market value of the relevant Target Securities exchanged for the Greenwich Securities.

13.3 United Kingdom Tax Consequences

The following information is intended only as a general guide to the position under current United Kingdom law and what is understood to be the current practice of Her Majesty's Revenue & Customs at the date of this document for shareholders who are neither resident nor ordinarily resident for tax purposes in the United Kingdom who become, in acceptance of the Offers, the beneficial owners of shares, or options over shares, in Greenwich as a result of the proposals. The guidance is solely for those persons who hold their shares and options as an investment and who have not acquired their shares or options as a result of duties of employment carried out in the United Kingdom.

The guidance below is not a substitute for investors obtaining professional advice before agreeing to acquire shares or options to subscribe for shares in Greenwich in consideration for the shares or options to subscribe for shares in Buka or Danae. Its applicability will depend upon the particular circumstances of individual shareholders. No guidance is provided in respect of the effect of the proposals in relation to the taxation of jurisdictions other than the United Kingdom. Any person who is in any doubt as to his or her tax position, who requires more detailed information than the general outline below, or is subject to tax in a jurisdiction other than the United Kingdom, should consult appropriate professional advisers.

United Kingdom taxation in relation to the Merger

The issue of Greenwich Shares in consideration of the acquisition of Target Securities held by persons who are neither resident nor ordinarily resident in the United Kingdom for tax purposes will not normally give rise to any liability to United Kingdom taxation. However, any individual who is a temporary United Kingdom resident (see below), and who holds more than 5% of any class of share in Buka or Danae should consult his tax adviser.

Holders of Danae Class A and Class B Preference Shares who receive Greenwich Convertible Redeemable Preference Shares in part consideration for their preference shares in Danae will similarly not be subject to United Kingdom taxation in respect of such share exchange. Moreover, they will not be subject to United Kingdom taxation in respect of the conversion of the Greenwich Convertible Preference shares. So long as such persons remain neither resident nor ordinarily resident in the United Kingdom, they will not be subject to United Kingdom taxation on redemption of the Greenwich Preference Shares, again subject to not being a temporary United Kingdom resident (see below).

Those holders of Convertible Tranche 1 and Tranche 2 Options in Buka who receive Greenwich Class A and Class B Options together with cash, and who are neither resident nor ordinarily resident in the United Kingdom, will not normally be subject to United Kingdom taxation in respect of such transaction. Moreover the exercise of options to subscribe for Greenwich Shares by such persons should not give rise to a liability to United Kingdom taxation.

The Consolidation of Greenwich Shares and Greenwich Convertible Preference Shares held by individuals who are neither resident nor ordinarily resident in the United Kingdom will not give rise to a liability to United Kingdom taxation.

United Kingdom taxation of dividends and distributions

Under current United Kingdom legislation, no withholding tax will be deducted from dividends paid by Greenwich to its shareholders.

Dividends from United Kingdom companies are normally excluded in calculating any liability to United Kingdom income tax of any person who is not resident in the United Kingdom.

An individual shareholder who is resident in the United Kingdom for tax purposes will generally be entitled to a tax credit in respect of a dividend received from Greenwich. The right of a shareholder who is not resident in the United Kingdom for tax purposes to claim any part of a tax credit will depend upon the existence and terms of any double taxation treaty between the United Kingdom and the country in which that person is resident. However, where such a claim is made, the amount recoverable is likely to be substantially less than the amount of the tax credit, as a result of the terms of such double taxation treaty requiring United Kingdom taxation to be accounted for in respect of the tax credit. Shareholders should consult their own tax advisers in relation to seeking a recovery of any part of a tax credit in respect of a dividend.

Taxation of chargeable gains

Subject to the position of temporary non United Kingdom residents (see below), a person who is neither resident nor ordinarily resident in the United Kingdom in a year of assessment (6 April - following 5 April) will not normally be subject to United Kingdom capital gains tax or corporation tax in respect of gains arising on the disposal of shares in Greenwich in such year.

Temporary non United Kingdom residents

In the case of an individual who has been neither resident nor ordinarily resident in the United Kingdom for tax purposes for a period of less than five full years of assessment, and who prior to his departure from the United Kingdom was resident and/or ordinarily resident in the United Kingdom, advice should be taken from a tax adviser. Individuals potentially remain subject to United Kingdom capital gains tax in respect of disposals made in such five year period.

SECTION 14 - OTHER MATERIAL INFORMATION

14.1 Introduction

There is no other information that is material to the making of the decision by a holder of Target Securities whether to accept the Offers, which is known to Greenwich, other than the following information.

14.2 Merger Implementation Agreement

Greenwich, Buka and Danae entered into a Merger Implementation Agreement on 26 October 2005. Pursuant to the Merger Implementation Agreement the parties have agreed the terms of the Offers, and also:

- (1) To cooperate in relation to the necessary timetable and actions to implement the Offers, including by Greenwich making the Offers and calling a meeting of its members to consider the Greenwich Resolutions, by each of Buka and Danae procuring that its board unanimously recommends the relevant Offer to its security holders in the absence of a superior takeover proposal, and by Danae, to the extent that it is eligible, voting in favour of the Resolution.
- (2) 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.
- (3) 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 the date of the Merger Implementation Agreement. In addition, each party has agreed not to trade in the securities of the other parties, except by way of a transaction contemplated by the Merger Implementation Agreement.
- (4) That the relevant party will pay, as reimbursement for the costs of the other parties in implementing the Merger, A\$500,000 (or any lesser amount as restricted by law or regulation) to each of the other parties if:
 - (a) in the case of each of Danae and Buka:
 - (i) an Offer for the relevant Target Securities does not become unconditional and a competing takeover proposal is made or announced in respect of the relevant Target Securities;
 - (ii) any of their Directors (other than those who are not entitled because of a conflict of interest) fail to recommend the Offers, or withdraw, adversely modify or fail to reconfirm their recommendation of the Offers; or
 - (iii) any of their Directors recommend a competing takeover proposal in respect of the relevant Target Securities;
 - (b) in the case of Greenwich:
 - (i) a competing takeover proposal for its securities is successful;
 - (ii) it fails to convene a meeting of its members to consider the Greenwich Resolutions within 3 months (or within 6 months where regulatory

approvals are still required) of the date of the Merger Implementation Agreement; or

- (iii) any of the Directors of Greenwich fail to unanimously recommend the Offers (subject to certain exemptions).

If no reimbursement amount 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.

14.3 Pre-Bid Agreement

On 26 October 2005 Greenwich entered into an agreement with BSG Gold to acquire all the Danae Class B Preference Shares and Danae Options held by BSG Gold which was varied on 15 February 2006. Greenwich agreed to issue 58,450,000 (pre-Consolidation) Greenwich Shares and 14,630,000 (pre-Consolidation) Greenwich Convertible Preference Shares to BSG Gold in consideration for the 3,500,000 Danae Class B Preference Shares held by BSG Gold (being 16.7 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares per Danae Class B Preference Share). Greenwich agreed to pay \$85 for the acquisition of the 8,500,000 Danae Options (\$0.00001 per Danae Option).

Greenwich may nominate a time for completion of the acquisition after the Offers become unconditional, unless the agreement is terminated earlier. The agreement will terminate automatically if:

- the Offers are not made by 26 April 2006;
- the Greenwich Resolutions are not passed by 26 June 2006;
- BSG Gold accepts the Offers in respect of the relevant Target Securities;
- the Offers have not become unconditional by 31 June 2006; or
- Greenwich does not nominate a time for completion within 5 business days after the Offers becoming unconditional.

14.4 Buka and Danae Directors' Recommendation

On the same date as Greenwich announced the Offers, the directors of Buka and the directors of Danae announced to ASX that, in the absence of a higher offer, they had agreed to recommend that holders of Target Securities in Buka and Danae accept the Offers. These recommendations have been made in the relevant Target's Statements which accompany this Bidder's Statement.

14.5 Due Diligence

Greenwich conducted a review of certain information and documents made available by each of Buka and Danae prior to the issue of this Bidder's Statement.

Except as set out elsewhere in this Bidder's Statement, in Greenwich's opinion, none of the information to which it was given access is of such a nature and quality that if the information were generally available, a reasonable person would expect the information to have a material effect on the price or value of Target Securities or otherwise be material to a decision by a holder of Target Securities whether or not to accept the Offers.

14.6 ASIC Modifications to and Exemptions from the Corporations Act

ASIC has modified section 631 of the Corporations Act to extend the period in which Greenwich is required to make the Offers under that provision to the earlier of 1 March 2006 and 7 days after the approval by the UKLA of the prospectus to be issued by Greenwich in relation to the Merger and Capital Raising.

ASIC has made a declaration under section 196 of the Corporations Act to allow directors of Buka to vote on a resolution of directors to amend the terms of the Buka Options to allow them to be transferred to Greenwich upon acceptance of the Offer.

ASIC has published various class orders providing for modifications and exemptions that apply generally to all persons, including Greenwich. Greenwich has relied on this relief.

14.7 ASX waiver

ASX has granted Buka a conditional waiver of ASX Listing Rule 6.23 to amend the terms of the Buka Tranche 1 Options and the Buka Tranche 2 Options which will enable the transfer of Buka Tranche 1 Options and Buka Tranche 2 Options to Greenwich upon Greenwich receiving acceptances of the Buka Offers from 50% of the shareholders of Buka and the Buka Offers becoming unconditional.

14.8 Foreign Investments Review Board – Buka Offers

Greenwich is a foreign person for the purposes of the *Foreign Acquisitions and Takeovers Act* 1975. The Foreign Investment Review Board has confirmed that it has no objection to the acquisition of Buka by Greenwich.

14.9 Greenwich shareholder approval

In order to be able to complete the Offers, Greenwich will propose a resolution, as a special resolution, and (except in the case of 14.9(1) below) conditional upon the Offers becoming unconditional (except for any condition relating to the passing of the resolution or admission or readmission of the Greenwich Ordinary Shares):

- (1) approve the Offers;
- (2) increase the authorised share capital of Greenwich by the creation of 5,049,883,296 ordinary shares of par value 1 penny and 108,032,100 Convertible Redeemable Preference Shares of par value 1 penny each in the share capital of Greenwich;
- (3) consolidate all the par value 1 penny Greenwich Shares in Greenwich into par value 30 pence Greenwich Shares;
- (4) consolidate all the par value 1 penny Greenwich Redeemable Convertible Preference Shares into par value 30 pence Convertible Redeemable Preference Shares;
- (5) approve the adoption of the Greenwich Class A Option Scheme and the Greenwich Class B Option Scheme and the LTIP;
- (6) for the purposes of amending the articles of association of Greenwich to incorporate the share rights attaching to the Convertible Preference Shares together with other amendments explained in Section 7.2 of this Bidder's Statement;

- (7) authorise the Directors to allot relevant securities under section 80 of the UK Companies Act, up to an aggregate nominal amount of £53,635,930 such authority to expire at the next Annual General Meeting of Greenwich
- (8) disapply pursuant to section 95 of the UK Companies Act, the statutory pre-emption rights of the shareholders contained in section 89(1) of the UK Companies Act in connection with the Merger and Capital Raising; and
- (9) to change the name of the company to Scarborough Minerals plc.

The Offers and any contract formed on acceptance of the Offers in respect of the Target Securities are conditional on the Greenwich Resolutions being passed. Greenwich proposes to convene a general meeting of its members to consider the Greenwich Resolutions expected to be held in late March 2006.

Danae has given an irrevocable undertaking to vote in favour of the resolution to be passed at the EGM.

14.10 Buka Offers and Danae Offers are Inter-Conditional.

The Buka Offers and any contract formed on acceptance of the Offers in respect of the Buka Securities are conditional on the Danae Offers. That is, the Buka Offers and any contract formed on acceptance of the Offers in respect of the Buka Securities are conditional on all the conditions to the Offers being waived or satisfied by Greenwich, during or at the end of the relevant Offer Period for those securities.

The Danae Offers and any contract formed on acceptance of the Offers in respect of the Danae Securities are conditional on the success of the Buka Offers. That is, the Danae Offers and any contract formed on acceptance of the Offers in respect of the Danae Securities are conditional on all the conditions to the Buka Offers being waived or satisfied by Greenwich, during or at the end of the relevant Offer Period for those securities.

Greenwich will not waive these conditions.

14.11 The Offers for each class of Target Security are conditional on acceptance of the Offers for each other class of Target Security

The Offers and any contract formed on acceptance of the Offers in respect of each class of Target Securities are conditional on Greenwich being successful in respect of the Offers for each other class of Target Security. That is:

- (1) each Buka Offer is conditional upon Greenwich having a relevant interest in:
 - (a) 90% of the Buka Shares;
 - (b) 100% of the Buka Tranche 1 Options; and
 - (c) 100% of the Buka Tranche 2 Options,

during or at the end of the relevant Offer Period for those securities (Greenwich will not waive these conditions unless it has received acceptances in respect of at least 50% of the relevant class of Target Securities); and

- (2) each Danae Offer is conditional upon Greenwich having a relevant interest in:

- (a) 90% of the Danae Ordinary Shares (Greenwich will not waive this conditions unless it has received acceptances in respect of at least 50% of the Danae Ordinary Shares);
 - (b) 100% of the Danae Class A Preference Shares (Greenwich will not waive this condition);
 - (c) 100% of the Danae Class B Preference Shares (Greenwich will not waive this condition); and
 - (d) 100% of the Danae Options,
- during or at the end of the relevant Offer Period for those securities; and
- (3) each of the Buka Offers is conditional upon each of the conditions to the other Buka Offers being satisfied or waived by Greenwich; and
 - (4) each of the Danae Offers is conditional upon each of the conditions to the other Danae Offers being satisfied or waived by Greenwich.

14.12 Date for determining holders of Target Securities

For the purposes of section 633(2) of the Corporations Act, the date for determining the people to whom information is to be sent under Parts 6 and 12 of section 633(1) of the Corporations Act is 9.00 am (Sydney time), 1 March 2006.

14.13 Consents

This Bidder's Statement contains statements made or based on statements made in documents lodged with ASIC or ASX. The terms of ASIC Class Order 01/1543 allow such statements to be included without the consent of the parties who made them. Holders of Target Securities may obtain copies of these documents (free of charge) during the Offer Period by calling 1800 720 072 (callers in Australia) or +61 2 9264 7196 (callers outside Australia) if you are a holder of Buka securities. If you are a holder of Danae securities, please call +61 8 9483 0829. Holders of Target Securities should note that the Directors of Greenwich have assumed, for the purposes of preparing this Bidder's Statement, that the information contained in the documents lodged with ASIC or ASX is accurate. However, the Directors do not take responsibility for the content of these documents and are not to be taken as endorsing, in any way, any or all statements contained in such documents, except to the extent required by law.

The following persons have consented to being named in, and/or the statements attributed to them in this Bidder's Statement being included in the form and context in which they appear and have not withdrawn their consent prior to the lodgment of this Bidder's Statement with ASIC:

- Australian Mining Consultants Pty Ltd;
- Barry John Goss;
- Buka Minerals Limited;
- Cobbetts;
- Collins Stewart;

- Danae Resources NL;
- Deacons;
- Grant Thornton UK LLP;
- REC;
- SRK; and
- Stanton Partners Corporate Pty Limited.

Each party named above as having given its consent to the inclusion of a statement or being named in this Bidder's Statement:

- does not make or purport to make any statement that is included in this Bidder's Statement and there is no statement in this Bidder's Statement which is based on any statement of that party, other than, in the case of a person referred to above as having given their consent to the inclusion of a statement, that statement; and
- to the maximum extent permitted by law, specifically disclaims responsibility for any statement included in this Bidder's Statement other than references to its name and, in the case of a person referred to above as having given their consent to the inclusion of a statement, that statement.

14.14 Consent to early despatch

The directors of Buka and Danae have consented to the despatch of this document to holders of Target Securities earlier than 14 days after which it was given to Buka and Danae respectively.

14.15 Expenses

The total expenses of the Merger, the Capital Raising and the readmission of existing Greenwich Shares and the admission of to be issued Greenwich Shares to the Official List and to trading on the London Stock Exchange's main market for listed securities are estimated to amount to £2.12 million.

14.16 Expiry Date

No Greenwich Securities will be issued on the basis of the Offers contained in this Bidder's Statement after the date that is 13 months after the date of this Bidder's Statement.

SECTION 15 - BUKA OFFERS

PART 1 – BUKA SHARES

15.1 The Offer

- (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.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 15.11 and Section 15 Part 4 of this Section, receive consideration of 6.21 Greenwich Shares for every Buka Share held by you.
- (3) It is proposed that each Greenwich Share currently in issue be consolidated on a 1 for 30 basis. The effect of the Consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.
- (4) If you become entitled to a fraction of a Greenwich Share under this Offer or the Consolidation, the number of Greenwich Shares to which you are entitled will be rounded down to the nearest whole number and the fraction will be ignored.
- (5) The Greenwich Shares issued under the Offer will be fully paid and will rank equally for dividends and other rights with existing Greenwich Shares.
- (6) If you are a Foreign Holder then despite any other provision of this Offer, you are offered and will receive for your Buka Shares a cash amount calculated under clause 15.9.

15.2 Offerees

- (1) The Offer is being made to:
 - (a) each person registered as the holder of Buka Shares in the register of Buka's shareholders at 9.00am (Sydney time) on the Record Date; and
 - (b) any person who becomes registered or entitled to be registered as the holder of Buka Shares during the period commencing on the Record Date and ending at the end of the Offer Period due to the conversion of, or exercise of rights attached to, such securities as are convertible into Buka Shares and are on issue as at the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Buka Shares:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Buka Shares;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Buka Shares you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.

- (3) If your Buka Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

15.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Buka Shares as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich is taken to have made a separate Offer to you for each separate parcel of Buka Shares. Acceptance by you of the Offer for any distinct parcel of Buka Shares is ineffective unless:
 - (a) you give Greenwich notice in accordance with Section 15.3(2) stating that your Buka Shares consist of separate parcels; and
 - (b) your acceptance specifies the number of Buka Shares in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 15.3(1)(a):
 - (a) if it relates to Buka Shares not in a CHESS Holding, must be in writing; or
 - (b) if it relates to Buka Shares in a CHESS Holding, must be in an electronic form approved under the ASTC Settlement Rules for the purposes of Part 6.8 of the Corporations Act.

15.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.
- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 15.14 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Buka increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

15.5 Quotation of Greenwich Shares

Greenwich will apply to the UK Listing Authority and the London Stock Exchange for its issued and to be issued Greenwich Shares to be readmitted and admitted respectively to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities within 7 days after the date of this Bidder's Statement. Admission will not be automatic but will depend on the UK Listing Authority exercising its discretion. Greenwich has already been admitted to the Official List and ordinary shares in Greenwich of the same class as the Greenwich Shares to be issued under the Offers have already been traded.

Greenwich also proposes to make an application for quotation of Greenwich Shares on the financial market operated by ASX within 7 days after the date of this Bidder's Statement.

However, Greenwich cannot guarantee, and does not represent or imply, that the Greenwich Shares to be issued under this Offer will be admitted to listing or trading. The Offer, and all contracts resulting from acceptances of the Offer, are subject to a statutory condition that permission for quotation must be granted no later than 7 days after the end of the Offer Period.

15.6 How to accept this Offer

(1) General

- (a) Subject to Section 15.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Buka Shares.
- (b) You may accept the Offer at any time during the Offer Period.

(2) Issuer Sponsored Holdings

If you hold Buka Shares in an Issuer Sponsored Holding, to accept this Offer you must:

- (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it; and
- (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended).

(3) CHESS Holdings

If your Buka Shares are in a CHESS Holding (and you are not a Participant), you must either:

- (a) instruct your Controlling Participant to initiate the acceptance on your behalf under rule 14.14 of the ASTC Settlement Rules, so as to be effective before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); or
- (b) authorise Greenwich to instruct your Controlling Participant on your behalf to initiate acceptance of this Offer in accordance with rule 14.14 of the ASTC Settlement Rules, by completing, signing and returning to Greenwich the enclosed Acceptance Form in accordance with the instructions on it. The Acceptance Form must be received in sufficient time before the end of the Offer Period to enable Greenwich to instruct your Controlling Participant to effect acceptance of the Offer for your Buka Shares before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended).

If you are a Participant, you must yourself initiate acceptance under rule 14.14 of the ASTC Settlement Rules so as to be effective before the end of the Offer Period.

(4) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.
- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.
- (c) The transmission of the Acceptance Form and other documents is at your own risk.

15.7 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 15.7(2), the conditions in Section 15.11 and Section 15 Part 4 have not all been satisfied or waived in accordance with Section 15.13, the Offer will automatically terminate and your Buka Shares will be returned to you; or
 - (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 15.11 or Section 15 Part 4, you may be able to withdraw your acceptance and your Buka Shares. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 15.7(1)(a) are:
 - (a) in relation to the condition in Section 15.1(9) of Section 15 Part 4 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 15.11 and Section 15 Part 4 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form or otherwise accepting the Offer pursuant to Section 15.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Buka Shares (even if the number of Buka Shares specified on the Acceptance Form differs from the number of your Buka Shares);
 - (b) agree to transfer to Greenwich all your Buka Shares, subject to this Offer being declared free from the conditions set out in Section 15.11 and Section 15 Part 4 (or such conditions being fulfilled);
 - (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Buka Shares to Greenwich is registered:

- (i) all your Buka Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
 - (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Buka Shares to Greenwich;
 - (iii) your Buka Shares do not comprise a Foreign Holding, unless otherwise stated in the Acceptance Form; and
 - (iv) unless you have notified Greenwich in accordance with Section 15.3, your Buka Shares do not consist of separate parcels;
- (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Buka Shares. This includes, without limitation, powers and rights to:
- (i) requisition, convene, attend and vote in person or by proxy at all general meetings of Buka; and
 - (ii) execute all such instruments as Greenwich may require for the purpose of vesting all Rights attaching to your Buka Shares in Greenwich,
- from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Buka Shares;
- (e) agree that in exercising the powers conferred by the power of attorney in Section 15.7(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
 - (f) from the date of the Offer becoming unconditional, agree not to attend or vote in person at any general meeting of Buka, or to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 15.7(3)(d);
 - (g) indemnify Greenwich against any claim or action against it for any loss, damage or liability incurred by it as a result of you not producing your Holder Identification Number (**HIN**) or Securityholder Reference Number (**SRN**) or in consequence of the transfer of your Buka Shares being registered by Buka without production of your HIN or SRN for your Buka Shares;
 - (h) if your Buka Shares are in a CHESS Holding, from the date of the Offer becoming unconditional irrevocably authorise Greenwich to:
 - (i) instruct your Controlling Participant to initiate acceptance of this Offer in accordance with the ASTC Settlement Rules;
 - (ii) give any other instructions in relation to your Buka Shares to your Controlling Participant on your behalf under the sponsorship agreement between you and the Controlling Participant; and

- (iii) even though Greenwich has not yet paid or provided the consideration due to you, transmit a message to ASTC in accordance with rule 14.17 of the ASTC Settlement Rules so as to enter your Buka Shares which are in a CHESS Holding to the Takeover Transferee Holding;
 - (i) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Buka Shares to Greenwich;
 - (j) irrevocably authorise and direct Buka to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Buka Shares. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
 - (k) irrevocably authorise Greenwich to notify Buka on your behalf that your place of address for the purpose of serving notices upon you in respect of your Buka Shares is the address specified by Greenwich in the notification;
 - (l) agree, subject to the conditions of this Offer in Section 15.11 and Section 15 Part 4 being satisfied or waived, to execute all such documents, transfers and assurances as may be necessary or desirable to convey your Buka Shares registered in your name and attaching Rights to Greenwich;
 - (m) unless you are a Foreign Holder, apply for and agree to accept the Greenwich Shares to which you become entitled by accepting this Offer subject to the Articles of Greenwich and authorise Greenwich to place your name on its register for those Greenwich Shares; and
 - (n) if you are a Foreign Holder, authorise the Nominee sale set out in Section 15.9.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
 - (5) When you have satisfied the requirements for acceptance in respect of only some of your Buka Shares, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Buka Shares but not the remainder.
 - (6) The representations, warranties and authorities referred to in Section 15.7(3) will remain in force after you receive the consideration for your Buka Shares and after Greenwich becomes registered as the holder of your Buka Shares.

15.8 When you will receive the consideration

- (1) Subject to this Section 15.8 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich will issue the Greenwich Shares to which you become entitled (as set out in Section 15.1) to you on or before the earlier of:
 - (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and

- (b) 21 days after the end of the Offer Period.
- (2) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 15.8;
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the earlier of:
 - (i) one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Buka Shares by the earlier of:
 - (i) one month after that document is delivered; and
 - (ii) 21 days after the end of the Offer Period; or
 - (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the takeover contract is still subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Buka Shares within 21 days after the Offer becomes unconditional.
- (3) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Buka Shares. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.
- (4) Greenwich will send a share certificate for the Greenwich Shares due to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail, to the address shown in the Acceptance Form.

15.9 Foreign Holders

If you are a Foreign Holder and you accept the Offer, Greenwich will:

- (1) arrange for the issue to a nominee approved by ASIC (**Nominee**) of the number of Greenwich Shares to be issued in accordance with the Offer to which you and all other Foreign Holders would have been entitled but for this Section 15.9;
- (2) cause those Greenwich Shares allotted to the Nominee to be offered for sale within 21 days after the end of the Offer Period in such manner, at such price and on such other terms and conditions as are determined by the Nominee; and

- (3) cause the Nominee to pay to you the amount calculated by applying the formula:

$$\text{Net Proceeds of Sale} \times \frac{\text{Your Greenwich Shares}}{\text{Total Greenwich Shares}}$$

Where:

Net Proceeds of Sale = The amount (if any) remaining after deducting the expenses of sale and of appointing the Nominee from the total proceeds of sale of the Greenwich Shares allotted to the Nominee.

Your Greenwich Shares = The number of Greenwich Shares which would, but for this clause have been issued to you.

Total Greenwich Shares = The total number of Greenwich Shares issued to the Nominee under this Section in respect of Buka Shares held by Foreign Holders.

Payment will be made by cheque in Australian dollars. The cheque will be sent to you at your own risk by airmail to your address as shown in Buka's register of members. Interest will not be paid on the proceeds of this sale.

15.10 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Buka Shares, their transfer to Greenwich, and the receipt by you of the consideration for them.

15.11 Conditions of the Offer

Subject to Section 15.12, 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.

Greenwich will not waive this condition unless it has received acceptances in respect of at least 50% of the Buka Shares.

(2) **Success of Bids by Greenwich for other Buka Securities**

During, or at the end of the relevant Offer Period in relation to the Offers made by Greenwich on or about the date of this Offer to acquire all the Buka Tranche 1 Options and Buka Tranche 2 Options (**Other Buka Security Offers**):

- (a) Greenwich has relevant interests in at least 100% of the:

- (i) Buka Tranche 1 Options; and
 - (ii) Buka Tranche 2 Options; and
- (b) each of the conditions to the Other Buka Security Offers are satisfied or waived by Greenwich.
- (3) **Other Conditions**

Each of the other conditions set out in Section 15 Part 4 being satisfied or waived by Greenwich.

15.12 Nature and benefit of conditions

- (4) The conditions in Section 15.11 and Section 15 Part 4 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Buka Shares from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (5) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 15.11 and Section 15 Part 4, or to rely on any non-fulfilment of any of them.
- (6) Each condition in Section 15.11 and Section 15 Part 4 is a separate, several and distinct condition.

15.13 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 15.11 and Section 15 Part 4 generally or in relation to any specific occurrence by giving notice in writing to Buka declaring this Offer to be free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:
 - (a) in the case of the condition in Section 15.1(9) of Section 15 Part 4 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 15.11 and Section 15 Part 4 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 15.1(9) of Section 15 Part 4, within three business days after the end of the Offer Period), the conditions in Section 15.11 and Section 15 Part 4 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

15.14 Notice on the status of conditions

The date for giving the notice on the status of the conditions required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

15.15 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

15.16 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

15.17 No stamp duty or brokerage

There will be no stamp duty or brokerage charges, payable by you on the transfer of your Buka Shares to Greenwich.

15.18 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 15.7(3)(d), (h), (i), (j) and (k).

15.19 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 2 – BUKA TRANCHE 1 OPTIONS

15.1 The Offer

- (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.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 15.9 and Section 15 Part 4 of this Section, for every Buka Tranche 1 Option held by you, receive consideration of 2.94 Greenwich Class A Options and £0.0294 cash (which will be applied towards the exercise price of your Greenwich Class A Options on receipt from you by Greenwich of a notice of exercise of the Greenwich Class A Options and will not otherwise be payable).
- (3) It is proposed that each Greenwich Share currently in issue be consolidated on a 1 for 30 basis. The effect of the consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.
- (4) If you become entitled to a fraction of a Greenwich Class A Option under this Offer or the Consolidation, the number of Greenwich Class A Options to which you are entitled will be rounded down to the nearest whole number and the fraction will be ignored.
- (5) The Greenwich Class A Options issued under the Offer will have the terms and conditions set out in Section 7.8(2) of this Bidder's Statement.

15.2 Offerees

- (1) The Offer is being made to each person registered as the holder of Buka Tranche 1 Options in the register of Buka's optionholders at 9.00am (Sydney time) on the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Buka Tranche 1 Options:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Buka Tranche 1 Options;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Buka Tranche 1 Options you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.
- (3) If your Buka Tranche 1 Options are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

15.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Buka Tranche 1 Options as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich is taken to have made a separate Offer to you for each separate parcel of Buka Tranche 1 Options. Acceptance by you of the Offer for any distinct parcel of Buka Tranche 1 Options is ineffective unless:

- (a) you give Greenwich notice in accordance with Section 15.3(2) stating that your Buka Tranche 1 Options consist of separate parcels; and
 - (b) your acceptance specifies the number of Buka Tranche 1 Options in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 15.3(1)(a) must be in writing.

15.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.
- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 15.12 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Buka increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

15.5 How to accept this Offer

- (1) **General**
 - (a) Subject to Section 15.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Buka Tranche 1 Options.
 - (b) You may accept the Offer at any time during the Offer Period.
- (2) **Acceptance Forms**

To accept this Offer you must:

 - (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it;
 - (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); and
 - (c) send any certificates for the Buka Tranche 1 Options issued in your name in your possession, custody or control together with the Acceptance Form in accordance with Section 15.5(2)(b).

(3) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.
- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.
- (c) The transmission of the Acceptance Form and other documents is at your own risk.

15.6 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 15.6(2), the conditions in Section 15.9 and Section 15 Part 4 have not all been satisfied or waived in accordance with Section 15.11 the Offer will automatically terminate and your Buka Tranche 1 Options will be returned to you; or
 - (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 15.9 or Section 15 Part 4, you may be able to withdraw your acceptance and your Buka Tranche 1 Options. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 15.6(1)(a) are:
 - (a) in relation to the condition in Section 15.1(9) of Section 15 Part 4 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 15.9 and Section 15 Part 4 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form, or otherwise accepting the Offer pursuant to Section 15.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Buka Tranche 1 Options (even if the number of Buka Tranche 1 Options specified on the Acceptance Form differs from the number of your Buka Tranche 1 Options);
 - (b) agree to transfer to Greenwich all your Buka Tranche 1 Options, subject to this Offer being declared free from the conditions set out in Section 15.9 and Section 15 Part 4 (or such conditions being fulfilled);

- (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Buka Tranche 1 Options to Greenwich is registered:
 - (i) Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
 - (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Buka Tranche 1 Options to Greenwich;
 - (iii) your Buka Tranche 1 Options do not comprise a Foreign Holding; and
 - (iv) unless you have notified Greenwich in accordance with Section 15.3, your Buka Tranche 1 Options do not consist of separate parcels;
- (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Buka Tranche 1 Options. This includes, without limitation, powers and rights to execute all such instruments as Greenwich may require for the purpose of vesting all Rights attaching to your Buka Tranche 1 Options in Greenwich from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Buka Tranche 1 Options;
- (e) agree that in exercising the powers conferred by the power of attorney in Section 15.6(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
- (f) from the date of the Offer becoming unconditional, agree not to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 15.6(3)(d);
- (g) indemnify Greenwich against any claim or action against it or any loss, damage or liability incurred by it as a result of you not producing the certificate for your Buka Tranche 1 Options;
- (h) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Buka Tranche 1 Options to Greenwich;
- (i) irrevocably authorise and direct Buka to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Buka Tranche 1 Options. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
- (j) irrevocably authorise Greenwich to notify Buka on your behalf that your place of address for the purpose of serving notices upon you in respect of your Buka Tranche 1 Options is the address specified by Greenwich in the notification;
- (k) agree, subject to the conditions of this Offer in Section 15.9 and Section 15 Part 4 being satisfied or waived, to execute all such documents, transfers and

assurances as may be necessary or desirable to convey your Buka Tranche 1 Options registered in your name and attaching Rights to Greenwich;

- (l) apply for and agree to accept the Greenwich Class A Options to which you become entitled by accepting this Offer subject to the Greenwich Class A Option Scheme and authorise Greenwich to place your name on its register for those Greenwich Class A Options; and
 - (m) agree not to exercise any of your Buka Tranche 1 Options.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
 - (5) When you have satisfied the requirements for acceptance in respect of only some of your Buka Tranche 1 Options, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Buka Tranche 1 Options but not the remainder.
 - (6) The representations, warranties and authorities referred to in Section 15.6(3) will remain in force after you receive the consideration for your Buka Tranche 1 Options and after Greenwich becomes registered as the holder of your Buka Tranche 1 Options.

15.7 When you will receive the consideration

- (1) Subject to this Section 15.7 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich will issue the Greenwich Class A Options to which you become entitled (as set out in Section 15.1) to you on or before the earlier of:
 - (a) the date of your acceptance; or, if this Offer is subject to a defeating condition when you accept this Offer
 - (b) the date the takeover contract resulting from your acceptance of the Offer becomes unconditional.
- (2) Upon receipt by Greenwich of the notice of exercise of your Greenwich Class A Options in accordance with the terms of the Greenwich Class A Options, Greenwich will apply the cash amount to which you become entitled by accepting the Offer in satisfaction of the exercise price of your Greenwich Class A Options.
- (3) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 15.7(1);
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the date the takeover contract resulting from your acceptance of the Offer becomes unconditional;;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Buka Tranche 1 Options by the date that document is delivered;;

- (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration on the date that document is given. However, if at the time the document is given, the takeover contract is still subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Buka Tranche 1 Options on the date the Offer becomes unconditional.
- (4) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Buka Tranche 1 Options. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.
- (5) Greenwich will send a certificate for the Greenwich Class A Options due to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail or facsimile, to the address shown in the Acceptance Form.

15.8 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Buka Tranche 1 Options, their transfer to Greenwich, and the receipt by you of the consideration for them.

15.9 Conditions of the Offer

Subject to Section 15.10, 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 100% of the Buka Tranche 1 Options.

Greenwich will not waive this condition unless it has received acceptances in respect of at least 50% of the Buka Tranche 1 Options.

(2) Success of Bids 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 Shares and Buka Tranche 2 Options (**Other Buka Security Offers**):

- (a) Greenwich and its associates have relevant interests in at least 90% of the Buka Shares;
- (b) Greenwich and its associates have relevant interests in at least 100% of the Buka Tranche 2 Options; and

- (c) each of the conditions to the Other Buka Security Offers are satisfied or waived by Greenwich.

(3) **Other Conditions**

Each of the Other Conditions set out in Section 15 Part 4 being satisfied or waived by Greenwich.

15.10 Nature and benefit of conditions

- (1) The conditions in Section 15.9 and Section 15 Part 4 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Buka Tranche 1 Options from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (2) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 15.9 and Section 15 Part 4, or to rely on any non-fulfilment of any of them.
- (3) Each condition in Section 15.9 and Section 15 Part 4 is a separate, several and distinct condition.

15.11 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 15.9 and Section 15 Part 4 generally or in relation to any specific occurrence by giving notice in writing to Buka declaring this Offer to be free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:
 - (a) in the case of the condition in Section 15.1(9) of Section 15 Part 4 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 15.9 and Section 15 Part 4 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 15.10 of Section 15 Part 4, within three business days after the end of the Offer Period), the conditions in Section 15.9 and Section 15 Part 4 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

15.12 Notice on the status of conditions

The date for giving the notice on the status of the conditions required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

15.13 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

15.14 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

15.15 No stamp duty or brokerage

Greenwich will pay any stamp duty or brokerage charges, if any, payable on the transfer of your Buka Tranche 1 Options to it.

15.16 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 15.6(3)(d), (h), (i), (j), and (k).

15.17 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 3 – BUKA TRANCHE 2 OPTIONS

15.1 The Offer

- (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.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 15.9 and Section 15 Part 4 of this Section, for every Buka Tranche 2 Option held by you, receive consideration of 5.65 Greenwich Class B Options.
- (3) It is proposed that each Greenwich Shares currently in issue be consolidated on a 1 for 30 basis. The effect of the consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.
- (4) If you become entitled to a fraction of a Greenwich Class B Option under this Offer or the Consolidation, the number of Greenwich Class B Options to which you are entitled will be rounded down to the nearest whole number and the fraction will be ignored.
- (5) The Greenwich Class B Options issued under the Offer will have the terms and conditions set out in Section 7.8(3) of this Bidder's Statement.

15.2 Offerees

- (1) The Offer is being made to each person registered as the holder of Buka Tranche 2 Options in the register of Buka's optionholders at 9.00am (Sydney time) on the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Buka Tranche 2 Options:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Buka Tranche 2 Options;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Buka Tranche 2 Options you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.
- (3) If your Buka Tranche 2 Options are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

15.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Buka Tranche 2 Options as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich is taken to have made a separate Offer to you for each separate parcel of Buka Tranche 2 Options. Acceptance by you of the Offer for any distinct parcel of Buka Tranche 2 Options is ineffective unless:
 - (a) you give Greenwich notice in accordance with Section 15.3(2) stating that your Buka Tranche 2 Options consist of separate parcels; and

- (b) your acceptance specifies the number of Buka Tranche 2 Options in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 15.3(1)(a) must be in writing.

15.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.
- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 15.12 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Buka increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

15.5 How to accept this Offer

(1) General

- (a) Subject to Section 15.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Buka Tranche 2 Options.
- (b) You may accept the Offer at any time during the Offer Period.

(2) Acceptance Forms

To accept this Offer you must:

- (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it;
- (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); and
- (c) send any certificates for the Buka Tranche 2 Options issued in your name in your possession, custody or control together with the Acceptance Form in accordance with Section 15.5(2)(b).

(3) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it

will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.

- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.
- (c) The transmission of the Acceptance Form and other documents is at your own risk.

15.6 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 15.6(2), the conditions in Section 15.9 and Section 15 Part 4 have not all been satisfied or waived in accordance with Section 15.11, the Offer will automatically terminate and your Buka Tranche 2 Options will be returned to you; or
 - (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 15.9 or Section 15 Part 4, you may be able to withdraw your acceptance and your Buka Tranche 2 Options. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 15.6(1)(a) are:
 - (a) in relation to the condition in Section 15.1(9) of Section 15 Part 4 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 15.9 and Section 15 Part 4 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form, or otherwise accepting the Offer pursuant to Section 15.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Buka Tranche 2 Options (even if the number of Buka Tranche 2 Options specified on the Acceptance Form differs from the number of your Buka Tranche 2 Options);
 - (b) agree to transfer to Greenwich all your Buka Tranche 2 Options, subject to this Offer being declared free from the conditions set out in Section 15.9 and Section 15 Part 4 (or such conditions being fulfilled);
 - (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Buka Tranche 2 Options to Greenwich is registered:
 - (i) Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;

- (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Buka Tranche 2 Options to Greenwich;
 - (iii) your Buka Tranche 2 Options do not comprise a Foreign Holding; and
 - (iv) unless you have notified Greenwich in accordance with Section 15.3, your Buka Tranche 2 Options do not consist of separate parcels;
- (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Buka Tranche 2 Options. This includes, without limitation, powers and rights to execute all such instruments as Greenwich may require for the purpose of vesting all Rights attaching to your Buka Tranche 2 Options in Greenwich from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Buka Tranche 2 Options;
- (e) agree that in exercising the powers conferred by the power of attorney in Section 15.6(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
- (f) from the date of the Offer becoming unconditional, agree not to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 15.6(3)(d);
- (g) indemnify Greenwich against any claim or action against it or any loss, damage or liability incurred by it as a result of you not producing the certificate for your Buka Tranche 2 Options;
- (h) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Buka Tranche 2 Options to Greenwich;
- (i) irrevocably authorise and direct Buka to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Buka Tranche 2 Options. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
- (j) irrevocably authorise Greenwich to notify Buka on your behalf that your place of address for the purpose of serving notices upon you in respect of your Buka Tranche 2 Options is the address specified by Greenwich in the notification;
- (k) agree, subject to the conditions of this Offer in Section 15.9 and Section 15 Part 4 being satisfied or waived, to execute all such documents, transfers and assurances as may be necessary or desirable to convey your Buka Tranche 2 Options registered in your name and attaching Rights to Greenwich;
- (l) apply for and agree to accept the Greenwich Class B Options to which you become entitled by accepting this Offer subject to the Greenwich Class B Option Scheme and authorise Greenwich to place your name on its register for those Greenwich Class B Options; and

- (m) agree not to exercise any of your Buka Tranche 2 Options.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
- (5) When you have satisfied the requirements for acceptance in respect of only some of your Buka Tranche 2 Options, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Buka Tranche 2 Options but not the remainder.
- (6) The representations, warranties and authorities referred to in Section 15.6(3) will remain in force after you receive the consideration for your Buka Tranche 2 Options and after Greenwich becomes registered as the holder of your Buka Tranche 2 Options.

15.7 When you will receive the consideration

- (1) Subject to this Section 15.7 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich will issue the Greenwich Class B Options to which you become entitled (as set out in Section 15.1) to you on or before the earlier of:
 - (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (b) 21 days after the end of the Offer Period.
- (2) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 15.7(1);
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the earlier of:
 - (i) one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Buka Tranche 2 Options by the earlier of:
 - (i) one month after that document is delivered; and
 - (ii) 21 days after the end of the Offer Period; or
 - (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the takeover contract is still

subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Buka Tranche 2 Options within 21 days after the Offer becomes unconditional.

- (3) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Buka Tranche 2 Options. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.
- (4) Greenwich will send a certificate for the Greenwich Class B Options due to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail, to the address shown in the Acceptance Form.

15.8 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Buka Tranche 2 Options, their transfer to Greenwich, and the receipt by you of the consideration for them.

15.9 Conditions of the Offer

Subject to Section 15.10, 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 100% of the Buka Tranche 2 Options.

Greenwich will not waive this condition unless it has received acceptances in respect of at least 50% of the Buka Tranche 2 Options.

(2) Success of Bids 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 Shares and Buka Tranche 1 Options (**Other Buka Security Offers**):

- (a) Greenwich and its associates have relevant interests in at least 90% of the Buka Shares;
- (b) Greenwich and its associates have relevant interests in at least 100% of the Buka Tranche 1 Options; and
- (c) the conditions to the Other Buka Security Offers are satisfied or waived by Greenwich.

(3) **Other Conditions**

Each of the Other Conditions set out in Section 15 Part 4 being satisfied or waived by Greenwich

15.10 Nature and benefit of conditions

- (1) The conditions in Section 15.9 and Section 15 Part 4 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Buka Tranche 2 Options from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (2) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 15.9 and Section 15 Part 4, or to rely on any non-fulfilment of any of them.
- (3) Each condition in Section 15.9 and Section 15 Part 4 is a separate, several and distinct condition.

15.11 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 15.9 and Section 15 Part 4 generally or in relation to any specific occurrence by giving notice in writing to Buka declaring this Offer to be free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:
 - (a) in the case of the condition in Section 15.1 (9) of Section 15 Part 4 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 15.10 and Section 15 Part 4 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 15.9 of Section 15 Part 4, within three business days after the end of the Offer Period), the conditions in Section 15.9 and Section 15 Part 4 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

15.12 Notice on the status of conditions

The date for giving the notice on the status of the conditions required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

15.13 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

15.14 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

15.15 No stamp duty or brokerage

Greenwich will pay any stamp duty or brokerage charges, if any, payable on the transfer of your Buka Tranche 2 Options to it.

15.16 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 15.6(3), (h), (i), (j) and (k).

15.17 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 4 – OTHER CONDITIONS

15.1 Other Conditions

The other conditions applicable to each Buka Offer are as follows:

(1) Success of Bids by Greenwich for Danae Securities

During, or at the end of, the relevant Offer Period in relation to the Offers made by Greenwich on or about the date of this Offer to acquire all the Danae Ordinary Shares, Danae Options and Danae Class A Preference Shares and Danae Class B Preference Shares (**Danae Offers**) each of the conditions to the Danae Offers are fulfilled or waived by Greenwich.

Greenwich will not waive this condition.

(2) Greenwich shareholder approvals

Before the end of the Offer Period the members of Greenwich pass a resolution in a general meeting to:

- (a) approve the Offers;
- (b) increase the authorised share capital of Greenwich by the creation of 5,049,883,296 ordinary shares of par value 1 penny and 108,032,100 Greenwich Convertible Preference Shares of par value 1 penny each in the share capital of Greenwich;
- (c) consolidate all the par value 1 penny Greenwich Shares in Greenwich into par value 30 pence Greenwich Shares;
- (d) consolidate all the par value 1 penny Greenwich Convertible Preference Shares into par value 30 pence Greenwich Convertible Preference Shares;
- (e) approve the adoption of the Greenwich Class A Option Scheme and the Greenwich Class B Option Scheme and the LTIP;
- (f) for the purposes of amending the articles of association of Greenwich to incorporate the share rights attaching to the Greenwich Convertible Preference Shares together with other amendments explained in Section 7.2 of this Bidder's Statement;
- (g) authorise the Directors to allot relevant securities under section 80 of the UK Companies Act, up to an aggregate nominal amount of £53,635,930 such authority to expire at the next Annual General Meeting of Greenwich;
- (h) disapply pursuant to section 95 of the UK Companies Act, the statutory pre-emption rights of the shareholders contained in section 89(1) of the UK Companies Act in connection with the Merger and the Capital Raising; and
- (i) change the name of Greenwich to Scarborough Minerals plc.

(3) 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 holders of Buka Shares; and
- (b) the transactions contemplated by the Bidder's Statement, including full, lawful and effectual implementation of the intentions set out in this 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, limitation or indication of intention to revoke, suspend, restrict, modify or not renew the approvals or consents.

(4) 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 to be acquired under the Offer, or requires the divestiture by Greenwich of any Buka Shares, or the divestiture of any assets of Buka or of the Greenwich Group or otherwise.

(5) No break fees

- (a) Subject to Section 15.1(5)(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) Section 15.1(5)(a) does not apply to a payment:
 - (i) for providing professional advisory services to Buka;
 - (ii) lawfully made to any Directors or officers of Buka; or
 - (iii) which is approved by a resolution passed at a general meeting of Buka.

(6) 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.

(7) 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.

(8) 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 disclosed in public filings between 30 June 2005 and the Announcement Date or that may arise as a consequence of the announcement or consummation of the Offer.

(9) 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 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.

(10) 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;
- (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) has appointed 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 of service or varies or agrees to vary any existing contract of service with any Director or executive officer other than the contract of service between GEM and Jason Kiely, GEM General Manager, pursuant to which services by Jason Kiely commenced on 20 December 2005;
 - (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.

(11) 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 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 acquisition 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 or that controlled entity of Buka as at the Announcement Date other than in the ordinary course of business, which includes making or pursuing investments or makes an announcement in relation to such a commitment.

(12) 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 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.

(13) 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).

(14) 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 manner or from which there is a material omission.

(15) Renewal of Mineral Tenements

All mineral tenements of Buka Group due to expire during the Offer Period (if any) being successfully renewed without material adverse conditions being imposed.

SECTION 16 - DANAЕ OFFERS

PART 1 – DANAЕ ORDINARY SHARES

16.1 The Offer

- (1) Greenwich offers to acquire all of your Danae Ordinary Shares, together with all Rights attached to them, on the terms set out in this Offer.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 16.11 and Section 16 Part 5 of this Section, receive consideration of 1.27 Greenwich Shares for every Danae Ordinary Share held by you.
- (3) It is proposed that each Greenwich Share currently in issue be consolidated on a 1 for 30 basis. The effect of the consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.
- (4) If you become entitled to a fraction of a Greenwich Share under this Offer or the Consolidation, the number of Greenwich Shares to which you are entitled will be rounded down to the nearest whole number and the fraction will be ignored.
- (5) The Greenwich Shares issued under the Offer will be fully paid and will rank equally for dividends and other rights with existing Greenwich Shares.
- (6) If you are a Foreign Holder then despite any other provision of this Offer, you are offered and will receive for your Danae Ordinary Shares a cash amount calculated under clause 16.9.

16.2 Offerees

- (1) The Offer is being made to:
 - (a) each person registered as the holder of Danae Ordinary Shares in the register of Danae's shareholders at 9.00am (Sydney time) on the Record Date; and
 - (b) any person who becomes registered or entitled to be registered as the holder of Danae Ordinary Shares during the period commencing on the Record Date and ending at the end of the Offer Period due to the conversion of, or exercise of rights attached to, such securities as are convertible into Danae Ordinary Shares and are on issue as at the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Danae Ordinary Shares:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Danae Ordinary Shares;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Danae Ordinary Shares you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.

- (3) If your Danae Ordinary Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

16.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Danae Ordinary Shares as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich is taken to have made a separate Offer to you for each separate parcel of Danae Ordinary Shares. Acceptance by you of the Offer for any distinct parcel of Danae Ordinary Shares is ineffective unless:
 - (a) you give Greenwich notice in accordance with Section 16.3(2) stating that your Danae Ordinary Shares consist of separate parcels; and
 - (b) your acceptance specifies the number of Danae Ordinary Shares in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 16.3(1)(a):
 - (a) if it relates to Danae Ordinary Shares not in a CHESS Holding, must be in writing; or
 - (b) if it relates to Danae Ordinary Shares in a CHESS Holding, must be in an electronic form approved under the ASTC Settlement Rules for the purposes of Part 6.8 of the Corporations Act.

16.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.
- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 16.14 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Danae increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

16.5 Quotation of Greenwich Shares

Greenwich will apply to the UK Listing Authority and the London Stock Exchange for its issued and to be issued Greenwich Shares to be readmitted and admitted respectively to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities within 7 days after the date of this Bidder's Statement. Admission will not be automatic but will depend on the UK Listing Authority exercising its discretion. Greenwich has

already been admitted to the Official List and ordinary shares in Greenwich of the same class as the Greenwich Shares to be issued under the Offer have already been traded.

Greenwich also proposes to make an application for quotation of Greenwich Shares on the financial market operated by ASX within 7 days after the date of this Bidder's Statement.

However, Greenwich cannot guarantee, and does not represent or imply that the Greenwich Shares to be issued under this Offer will be admitted to listing or trading. The Offer, and all contracts resulting from acceptances of the Offer, are subject to a statutory condition that permission for quotation must be granted no later than 7 days after the end of the Offer Period.

16.6 How to accept this Offer

(1) General

- (a) Subject to Section 16.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Danae Ordinary Shares.
- (b) You may accept the Offer at any time during the Offer Period.

(2) Issuer Sponsored Holdings

If you hold Danae Ordinary Shares in an Issuer Sponsored Holding, to accept this Offer you must:

- (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it; and
- (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended).

(3) CHESS Holdings

If your Danae Ordinary Shares are in a CHESS Holding (and you are not a Participant), you must either:

- (a) instruct your Controlling Participant to initiate the acceptance on your behalf under rule 14.14 of the ASTC Settlement Rules, so as to be effective before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); or
- (b) authorise Greenwich to instruct your Controlling Participant on your behalf to initiate acceptance of this Offer in accordance with rule 14.14 of the ASTC Settlement Rules, by completing, signing and returning to Greenwich the enclosed Acceptance Form in accordance with the instructions on it. The Acceptance Form must be received in sufficient time before the end of the Offer Period to enable Greenwich to instruct your Controlling Participant to effect acceptance of the Offer for your Danae Ordinary Shares before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended).

If you are a Participant, you must yourself initiate acceptance under rule 14.14 of the ASTC Settlement Rules so as to be effective before the end of the Offer Period.

(4) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.
- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.
- (c) The transmission of the Acceptance Form and other documents is at your own risk.

16.7 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 16.7(2), the conditions in Section 16.11 and Section 16 - Part 5 have not all been satisfied or waived in accordance with Section 16.13, the Offer will automatically terminate and your Danae Ordinary Shares will be returned to you; or
 - (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 16.11 or Section 16 Part 5, you may be able to withdraw your acceptance and your Danae Ordinary Shares. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 16.7(1)(a) are:
 - (a) in relation to the condition in Section 16.1(9) of Section 16 Part 5 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 16.11 and Section 16 Part 5 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form, or otherwise accepting the Offer pursuant to Section 16.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Danae Ordinary Shares (even if the number of Danae Ordinary Shares specified on the Acceptance Form differs from the number of your Danae Ordinary Shares);
 - (b) agree to transfer to Greenwich all your Danae Ordinary Shares, subject to this Offer being declared free from the conditions set out in Section 16.11 and Section 16 Part 5 (or such conditions being fulfilled);

- (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Ordinary Shares to Greenwich is registered:
 - (i) all your Danae Ordinary Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
 - (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Ordinary Shares to Greenwich;
 - (iii) your Danae Ordinary Shares do not comprise a Foreign Holding, unless otherwise stated in the Acceptance Form; and
 - (iv) unless you have notified Greenwich in accordance with Section 16.3, your Danae Ordinary Shares do not consist of separate parcels;
- (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Danae Ordinary Shares. This includes, without limitation, powers and rights to:
 - (i) requisition, convene, attend and vote in person or by proxy at all general meetings of Danae; and
 - (ii) execute all such instruments as Greenwich may require for the purpose of vesting all Rights attaching to your Danae Ordinary Shares in Greenwich,

from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Danae Ordinary Shares;
- (e) agree that in exercising the powers conferred by the power of attorney in Section 16.7(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
- (f) from the date of the Offer becoming unconditional, agree not to attend or vote in person at any general meeting of Danae, or to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 16.7(3)(d);
- (g) indemnify Greenwich against any claim or action against it for any loss, damage or liability incurred by it as a result of you not producing your Holder Identification Number (**HIN**) or Securityholder Reference Number (**SRN**) or in consequence of the transfer of your Danae Ordinary Shares being registered by Danae without production of your HIN or SRN for your Danae Ordinary Shares;
- (h) if your Danae Ordinary Shares are in a CHESS Holding, from the date of the Offer becoming unconditional irrevocably authorise Greenwich to:
 - (i) instruct your Controlling Participant to initiate acceptance of this Offer in accordance with the ASTC Settlement Rules;

- (ii) give any other instructions in relation to your Danae Ordinary Shares to your Controlling Participant on your behalf under the sponsorship agreement between you and the Controlling Participant; and
 - (iii) even though Greenwich has not yet paid or provided the consideration due to you, transmit a message to ASTC in accordance with rule 14.17 of the ASTC Settlement Rules so as to enter your Danae Ordinary Shares which are in a CHES Holding to the Takeover Transferee Holding;
 - (i) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Danae Ordinary Shares to Greenwich;
 - (j) irrevocably authorise and direct Danae to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Danae Ordinary Shares. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
 - (k) irrevocably authorise Greenwich to notify Danae on your behalf that your place of address for the purpose of serving notices upon you in respect of your Danae Ordinary Shares is the address specified by Greenwich in the notification;
 - (l) agree, subject to the conditions of this Offer in Section 16.11 and Section 16 Part 5 being satisfied or waived, to execute all such documents, transfers and assurances as may be necessary or desirable to convey your Danae Ordinary Shares registered in your name and attaching Rights to Greenwich;
 - (m) unless you are a Foreign Holder, apply for and agree to accept the Greenwich Shares to which you become entitled by accepting this Offer subject to the Articles of Greenwich and authorise Greenwich to place your name on its register for those Greenwich Shares; and
 - (n) if you are a Foreign Holder, authorise the Nominee sale set out in Section 16.9.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
 - (5) When you have satisfied the requirements for acceptance in respect of only some of your Danae Ordinary Shares, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Danae Ordinary Shares but not the remainder.
 - (6) The representations, warranties and authorities referred to in Section 16.7(3) will remain in force after you receive the consideration for your Danae Ordinary Shares and after Greenwich becomes registered as the holder of your Danae Ordinary Shares.

16.8 When you will receive the consideration

- (1) Subject to this Section 16.8 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich

will issue the Greenwich Shares to which you become entitled (as set out in Section 16.1) to you on or before the earlier of:

- (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (b) 21 days after the end of the Offer Period.
- (2) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 16.8(1);
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the earlier of:
 - (i) one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Danae Ordinary Shares by the earlier of:
 - (i) one month after that document is delivered; and
 - (ii) 21 days after the end of the Offer Period; or
 - (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the takeover contract is still subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Danae Ordinary Shares within 21 days after the Offer becomes unconditional.
- (3) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Danae Ordinary Shares. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.
- (4) Greenwich will send a holding statement for the Greenwich Shares due to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail, to the address shown in the Acceptance Form.

16.9 Foreign Holders

If you are a Foreign Holder and you accept the Offer, Greenwich will:

- (1) arrange for the issue to a nominee approved by ASIC (**Nominee**) of the number of Greenwich Shares to be issued in accordance with the Offer to which you and all other Foreign Holders would have been entitled but for this Section 16.9;
- (2) cause those Greenwich Shares allotted to the Nominee to be offered for sale within 21 days after the end of the Offer Period in such manner, at such price and on such other terms and conditions as are determined by the Nominee; and
- (3) cause the Nominee to pay to you the amount calculated by applying the formula:

$$\text{Net Proceeds of Sale} \times \frac{\text{Your Greenwich Shares}}{\text{Total Greenwich Shares}}$$

Where:

Net Proceeds of Sale = The amount (if any) remaining after deducting the expenses of sale and of appointing the Nominee from the total proceeds of sale of the Greenwich Shares allotted to the Nominee.

Your Greenwich Shares = The number of Greenwich Shares which would, but for this clause have been issued to you.

Total Greenwich Shares = The total number of Greenwich Shares issued to the Nominee under this Section in respect of Danae Ordinary Shares held by Foreign Holders.

Payment will be made by cheque in Australian dollars. The cheque will be sent to you at your own risk by airmail to your address as shown in the Danae's register of members. Interest will not be paid on the proceeds of this sale.

16.10 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Danae Ordinary Shares, their transfer to Greenwich, and the receipt by you of the consideration for them.

16.11 Conditions of the Offer

Subject to Section 16.12, 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 Ordinary Shares.

Greenwich will not waive this condition unless it has received acceptances in respect of at least 50% of the Danae Ordinary Shares.

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

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

- (a) Greenwich has relevant interests in at least 100% of the:
 - (i) Danae Options;
 - (ii) Danae Class A Preference Shares; and
 - (iii) Danae Class B Preference Shares; and
- (b) each of the conditions to the Other Danae Security Offers are satisfied or waived by Greenwich.

(3) Other Conditions

Each of the Other Conditions set out in Section 16 Part 5 being satisfied or waived by Greenwich

16.12 Nature and benefit of conditions

- (1) The conditions in Section 16.11 and Section 16 Part 5 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Danae Shares from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (2) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 16.11 and Section 16 Part 5, or to rely on any non-fulfilment of any of them.
- (3) Each condition in Section 16.11 and Section 16 Part 5 is a separate, several and distinct condition.

16.13 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 16.11 and Section 16 Part 5 generally or in relation to any specific occurrence by giving notice in writing to Danae declaring this Offer to be

free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:

- (a) in the case of the condition in Section 16.1(9) of Section 16 Part 5 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 16.11 and Section 16 Part 5 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 16.1(9) of Section 16 Part 5, within three business days after the end of the Offer Period), the conditions in Section 16.11 and Section 16 Part 5 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

16.14 Notice on the status of conditions

The date for giving the notice on the status of the required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

16.15 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

16.16 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

16.17 No stamp duty or brokerage

Greenwich will pay any stamp duty or brokerage charges, if any, payable on the transfer of your Danae Ordinary Shares to it.

16.18 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 16.7(3)(d), (h), (i), (j) and (k).

16.19 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 2 – DANAEE CLASS A PREFERENCE SHARES

16.1 The Offer

- (1) Greenwich offers to acquire all of your Danae Class A Preference Shares, together with all Rights attached to them, on the terms set out in this Offer.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 16.10 and Section 16 Part 5 of this Section, for every Danae Class A Preference Share held by you, receive consideration of 16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares.
- (3) It is proposed that each Greenwich Share currently in issue be consolidated on a 1 for 30 basis. The effect of the Consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.
- (4) If you become entitled to a fraction of a Greenwich Share or a Greenwich Convertible Preference Share under this Offer or the Consolidation, the number of Greenwich Shares or Greenwich Convertible Preference Shares to which you are entitled will be rounded down to the nearest whole number and the fraction will be ignored.
- (5) The Greenwich Shares issued under the Offer will be fully paid and rank equally for dividends and other rights with existing Greenwich Shares. The Greenwich Convertible Preference Shares will have the terms and conditions set out in Section 7.9 of this Bidder's Statement.

16.2 Offerees

- (1) The Offer is being made to each person registered as the holder of Danae Class A Preference Shares in the register of Danae's preference shareholders at 9.00am (Sydney time) on the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Danae Class A Preference Shares:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Danae Class A Preference Shares;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Danae Class A Preference Shares you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.
- (3) If your Danae Class A Preference Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

16.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Danae Class A Preference Shares as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich

is taken to have made a separate Offer to you for each separate parcel of Danae Class A Preference Shares. Acceptance by you of the Offer for any distinct parcel of Danae Class A Preference Shares is ineffective unless:

- (a) you give Greenwich notice in accordance with Section 16.3(2) stating that your Danae Class A Preference Shares consist of separate parcels; and
 - (b) your acceptance specifies the number of Danae Class A Preference Shares in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 16.3(1)(a) must be in writing.

16.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.
- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 16.13 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Danae increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

16.5 Quotation of Greenwich Shares

Greenwich will apply to the UK Listing Authority and the London Stock Exchange for its issued and to be issued Greenwich Shares to be readmitted and admitted respectively to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities within 7 days after the date of this Bidder's Statement. Admission will not be automatic but will depend on the UK Listing Authority exercising its discretion. Greenwich has already been admitted to the Official List and ordinary shares in Greenwich of the same class as the Greenwich Shares to be issued under the Offer have already been traded.

Greenwich also proposes to make an application for quotation of Greenwich Shares on the financial market operated by ASX within 7 days after the date of this Bidder's Statement.

However, Greenwich cannot guarantee, and does not represent or imply, that the Greenwich Shares to be issued under this Offer will be admitted to listing or trading. The Offer, and all contracts resulting from acceptances of the Offer, are subject to a statutory condition that permission for quotation must be granted no later than 7 days after the end of the Offer Period.

16.6 How to accept this Offer

(1) General

- (a) Subject to Section 16.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Danae Class A Preference Shares.
- (b) You may accept the Offer at any time during the Offer Period.

(2) Acceptance Forms

To accept this Offer you must:

- (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it;
- (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); and
- (c) send any certificates for the Danae Class A Preference Shares issued in your name in your possession, custody or control together with the Acceptance Form in accordance with Section 16.6(2)(b).

(3) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.
- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.
- (c) The transmission of the Acceptance Form and other documents is at your own risk.

16.7 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 16.7(2), the conditions in Section 16.10 and Section 16 Part 5 have not all been satisfied or waived in accordance with Section 16.12, the Offer will automatically terminate and your Danae Class A Preference Shares will be returned to you; or

- (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 16.10 or Section 16 Part 5, you may be able to withdraw your acceptance and your Danae Class A Preference Shares. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 16.7(1)(a) are:
 - (a) in relation to the condition in Section 16.1(9) of Section 16 Part 5 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 16.10 of and Section 16 Part 5 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form, or otherwise accepting the Offer pursuant to Section 16.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Danae Class A Preference Shares (even if the number of Danae Class A Preference Shares specified on the Acceptance Form differs from the number of your Danae Class A Preference Shares);
 - (b) agree to transfer to Greenwich all your Danae Class A Preference Shares, subject to this Offer being declared free from the conditions set out in Section 16.10 and Section 16 Part 5 (or such conditions being fulfilled);
 - (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Class A Preference Shares to Greenwich is registered:
 - (i) all your Danae Class A Preference Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
 - (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Class A Preference Shares to Greenwich; and
 - (iii) unless you have notified Greenwich in accordance with Section 16.3, your Danae Class A Preference Shares do not consist of separate parcels;
 - (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Danae Class A Preference Shares. This includes, without limitation, powers and rights to:
 - (i) requisition, convene, attend and vote in person or by proxy at all meetings of holders of Danae Class A Preference Shares; and
 - (ii) execute all such instruments as Greenwich may require for the purpose of vesting all Rights attaching to your Danae Class A Preference Shares in Greenwich,

from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance

under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Danae Class A Preference Shares;

- (e) agree that in exercising the powers conferred by the power of attorney in Section 16.7(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
 - (f) from the date of the Offer becoming unconditional, agree not to attend or vote in person at any meeting of holders of Danae Class A Preference Shares, or to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 16.7(3)(d);
 - (g) indemnify Greenwich against any claim or action against it or any loss, damage or liability incurred by it as a result of you not producing the certificate for your Danae Class A Preference Shares;
 - (h) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Danae Class A Preference Shares to Greenwich;
 - (i) irrevocably authorise and direct Danae to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Danae Class A Preference Shares. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
 - (j) irrevocably authorise Greenwich to notify Danae on your behalf that your place of address for the purpose of serving notices upon you in respect of your Danae Class A Preference Shares is the address specified by Greenwich in the notification;
 - (k) agree, subject to the conditions of this Offer in Section 16.10 and Section 16 Part 5 being satisfied or waived, to execute all such documents, transfers and assurances as may be necessary or desirable to convey your Danae Class A Preference Shares registered in your name and attaching Rights to Greenwich; and
 - (l) apply for and agree to accept the Greenwich Shares and Greenwich Convertible Preference Shares to which you become entitled by accepting this Offer subject to the Articles of Greenwich and authorise Greenwich to place your name on its register for those Greenwich Shares and Greenwich Convertible Preference Shares.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
- (5) When you have satisfied the requirements for acceptance in respect of only some of your Danae Class A Preference Shares, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Danae Class A Preference Shares but not the remainder.
- (6) The representations, warranties and authorities referred to in Section 16.7(3) will remain in force after you receive the consideration for your Danae Class A Preference

Shares and after Greenwich becomes registered as the holder of your Danae Class A Preference Shares.

16.8 When you will receive the consideration

- (1) Subject to this Section 16.8 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich will issue the Greenwich Shares and Greenwich Convertible Preference Shares to which you become entitled (as set out in Section 16.1) to you on or before the earlier of:
 - (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (b) 21 days after the end of the Offer Period.
- (2) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 16.8(1);
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the earlier of:
 - (i) one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Danae Class A Preference Shares by the earlier of:
 - (i) one month after that document is delivered; and
 - (ii) 21 days after the end of the Offer Period; or
 - (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the takeover contract is still subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Danae Class A Preference Shares within 21 days after the Offer becomes unconditional.
- (3) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Danae Class A Preference Shares. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise

due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.

- (4) Greenwich will send a certificate for the Greenwich Shares and Greenwich Convertible Preference Shares due to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail, to the address shown in the Acceptance Form.

16.9 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Danae Class A Preference Shares, their transfer to Greenwich, and the receipt by you of the consideration for them.

16.10 Conditions of the Offer

Subject to Section 16.11, 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 100% of the Danae Class A Preference Shares.

Greenwich will not waive this condition.

(2) Success of Bids 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 Ordinary Shares, Danae Options and Danae Class B Preference Shares (**Other Danae Security Offers**):

- (a) Greenwich and its associates have relevant interests in at least 90% of the Danae Ordinary Shares;
- (b) Greenwich and its associates have relevant interests in at least 100% of the:
 - (i) Danae Options; and
 - (ii) Danae Class B Preference Shares; and
- (c) the conditions to the Other Danae Security Offers are satisfied or waived by Greenwich.

(3) Other Conditions

Each of the Other Conditions set out in Section 16 Part 5 being satisfied or waived by Greenwich.

16.11 Nature and benefit of conditions

- (1) The conditions in Section 16.10 and Section 16 Part 5 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Danae Class A Preference Shares from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (2) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 16.10 and Section 16 Part 5, or to rely on any non-fulfilment of any of them.
- (3) Each condition in Section 16.10 and Section 16 Part 5 is a separate, several and distinct condition.

16.12 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 16.10 and Section 16 Part 5 generally or in relation to any specific occurrence by giving notice in writing to Danae declaring this Offer to be free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:
 - (a) in the case of the condition in Section 16.1(9) of Section 16 Part 5 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 16.10 and Section 16 Part 5 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 16.1(9) of Section 16 Part 5, within three business days after the end of the Offer Period), the conditions in Section 16.10 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

16.13 Notice on the status of conditions

The date for giving the notice on the status of the conditions required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

16.14 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

16.15 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

16.16 No stamp duty or brokerage

Greenwich will pay any stamp duty or brokerage charges, if any, payable on the transfer of your Danae Class A Preference Shares to it.

16.17 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 16.7(3)(d), (h), (i), (j) and (k). ,

16.18 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 3 – DANAEE CLASS B PREFERENCE SHARES

16.1 The Offer

- (1) Greenwich offers to acquire all of your Danaee Class B Preference Shares, together with all Rights attached to them, on the terms set out in this Offer.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 16.10 and Section 16 Part 5 of this Section, for every Danaee Class B Preference Share held by you, receive consideration of 16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares.
- (3) It is proposed that each Greenwich Share currently on issue be consolidated on a 1 for 30 basis. The effect of the consolidation on the Greenwich Securities to be issued under the Offers is set out in Section 4.8 of this Bidder's Statement.
- (4) If you become entitled to a fraction of a Greenwich Share or a Greenwich Convertible Preference Share under this Offer or the Consolidation, the number of Greenwich Shares or Greenwich Convertible Preference Shares to which you are entitled will be rounded down to the nearest whole number and the fraction will be ignored.
- (5) The Greenwich Shares issued under the Offer will be fully paid and rank equally for dividends and other rights, with existing Greenwich Shares. The Greenwich Convertible Preference Shares will have the terms and conditions set out in Section 7.9 of this Bidder's Statement.

16.2 Offerees

- (1) The Offer is being made to each person registered as the holder of Danaee Class B Preference Shares in the register of Danaee's preference shareholders at 9.00am (Sydney time) on the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Danaee Class B Preference Shares:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Danaee Class B Preference Shares;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Danaee Class B Preference Shares you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.
- (3) If your Danaee Class B Preference Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

16.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Danaee Class B Preference Shares as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich

is taken to have made a separate Offer to you for each separate parcel of Danae Class B Preference Shares. Acceptance by you of the Offer for any distinct parcel of Danae Class B Preference Shares is ineffective unless:

- (a) you give Greenwich notice in accordance with Section 16.3(2) stating that your Danae Class B Preference Shares consist of separate parcels; and
 - (b) your acceptance specifies the number of Danae Class B Preference Shares in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 16.3(1)(a) must be in writing.

16.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.
- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 16.13 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Danae increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

16.5 Quotation of Greenwich Shares

Greenwich will apply to the UK Listing Authority and the London Stock Exchange for its issued and to be issued Greenwich Shares to be readmitted and admitted respectively to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities within 7 days after the date of this Bidder's Statement. Admission will not be automatic but will depend on the UK Listing Authority exercising its discretion. Greenwich has already been admitted to the Official List and ordinary shares in Greenwich of the same class as the Greenwich Shares to be issued under the Offers have already been traded.

Greenwich also proposes to make an application for quotation of Greenwich Shares on the financial market operated by ASX within 7 days after the date of this Bidder's Statement.

However, Greenwich cannot guarantee, and does not represent or imply, that the Greenwich Shares to be issued under this Offer will be admitted to listing or trading. The Offer, and all contracts resulting from acceptances of the Offer, are subject to a statutory condition that permission for quotation must be granted no later than 7 days after the end of the Offer Period.

16.6 How to accept this Offer

(1) General

- (a) Subject to Section 16.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Danae Class B Preference Shares.
- (b) You may accept the Offer at any time during the Offer Period.

(2) Acceptance Forms

To accept this Offer you must:

- (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it;
- (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); and
- (c) send any certificates for the Danae Class B Preference Shares issued in your name in your possession, custody or control together with the Acceptance Form in accordance with Section 16.6(2)(b).

(3) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.
- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.
- (c) The transmission of the Acceptance Form and other documents is at your own risk.

16.7 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 16.7(2), the conditions in Section 16.10 and Section 16 Part 5 have not all been satisfied or waived in accordance with Section 16.12, the Offer will automatically terminate and your Danae Class B Preference Shares will be returned to you; or

- (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 16.10 or Section 16 Part 5, you may be able to withdraw your acceptance and your Danae Class B Preference Shares. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 16.7(1)(a) are:
 - (a) in relation to the condition in Section 16.1(9) of Section 16 Part 5 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 16.10 and Section 16 Part 5 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form, or otherwise accepting the Offer pursuant to Section 16.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Danae Class B Preference Shares (even if the number of Danae Class B Preference Shares specified on the Acceptance Form differs from the number of your Danae Class B Preference Shares);
 - (b) agree to transfer to Greenwich all your Danae Class B Preference Shares, subject to this Offer being declared free from the conditions set out in Section 16.10 and Section 16 Part 5 (or such conditions being fulfilled);
 - (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Class B Preference Shares to Greenwich is registered:
 - (i) all your Danae Class B Preference Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
 - (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Class B Preference Shares to Greenwich; and
 - (iii) unless you have notified Greenwich in accordance with Section 16.3, your Danae Class B Preference Shares do not consist of separate parcels;
 - (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Danae Class B Preference Shares. This includes, without limitation, powers and rights to:
 - (i) requisition, convene, attend and vote in person or by proxy at all meetings of holders of Danae Class B Preference Shares; and
 - (ii) execute all such instruments as Greenwich may require for the purpose of vesting all Rights attaching to your Danae Class B Preference Shares in Greenwich,

from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance

under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Danae Class B Preference Shares;

- (e) agree that in exercising the powers conferred by the power of attorney in Section 16.7(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
 - (f) from the date of the Offer becoming unconditional, agree not to attend or vote in person at any meeting of holders of Danae Class B Preference Shares, or to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 16.7(3)(d);
 - (g) indemnify Greenwich against any claim or action against it or any loss, damage or liability incurred by it as a result of you not producing the certificate for your Danae Class B Preference Shares;
 - (h) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Danae Class B Preference Shares to Greenwich;
 - (i) irrevocably authorise and direct Danae to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Danae Class B Preference Shares. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
 - (j) irrevocably authorise Greenwich to notify Danae on your behalf that your place of address for the purpose of serving notices upon you in respect of your Danae Class B Preference Shares is the address specified by Greenwich in the notification;
 - (k) agree, subject to the conditions of this Offer in Section 16.10 and Section 16 Part 5 being satisfied or waived, to execute all such documents, transfers and assurances as may be necessary or desirable to convey your Danae Class B Preference Shares registered in your name and attaching Rights to Greenwich; and
 - (l) apply for and agree to accept the Greenwich Shares and Greenwich Convertible Preference Shares to which you become entitled by accepting this Offer subject to the Articles of Greenwich and authorise Greenwich to place your name on its register for those Greenwich Shares and Greenwich Convertible Preference Shares.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
- (5) When you have satisfied the requirements for acceptance in respect of only some of your Danae Class B Preference Shares, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Danae Class B Preference Shares but not the remainder.
- (6) The representations, warranties and authorities referred to in Section 16.7(3) will remain in force after you receive the consideration for your Danae Class B Preference

Shares and after Greenwich becomes registered as the holder of your Danae Class B Preference Shares.

16.8 When you will receive the consideration

- (1) Subject to this Section 16.8 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich Resources will issue the Greenwich Shares and Greenwich Convertible Preference Shares to which you become entitled (as set out in Section 16.1) to you on or before the earlier of:
 - (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (b) 21 days after the end of the Offer Period.
- (2) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 16.8(1);
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the earlier of:
 - (i) one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Danae Class B Preference Shares by the earlier of:
 - (i) one month after that document is delivered; and
 - (ii) 21 days after the end of the Offer Period; or
 - (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the takeover contract is still subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Danae Class B Preference Shares within 21 days after the Offer becomes unconditional.
- (3) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Danae Class B Preference Shares. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise

due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.

- (4) Greenwich will send a certificate for the Greenwich Shares and Greenwich Convertible Preference Shares due to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail, to the address shown in the Acceptance Form.

16.9 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Danae Class B Preference Shares, their transfer to Greenwich, and the receipt by you of the consideration for them.

16.10 Conditions of the Offer

Subject to Section 16.11, 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 100% of the Danae Class B Preference Shares.

Greenwich will not waive this condition.

(2) Success of Bids 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 Ordinary Shares, Danae Options and Danae Class A Preference Shares (**Other Danae Security Offers**):

- (a) Greenwich and its associates have relevant interests in at least 90% of the Danae Ordinary Shares;
- (b) Greenwich and its associates have relevant interests in at least 100% of the;
 - (i) Danae Options; and
 - (ii) Danae Class A Preference Shares; and
- (c) the conditions to the Other Danae Security Offers are satisfied or waived by Greenwich.

(3) Other Conditions

Each of the Other Conditions set out in Section 16 Part 5 being satisfied or waived by Greenwich.

16.11 Nature and benefit of conditions

- (1) The conditions in Section 16.10 and Section 16 Part 5 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Danae Class B Preference Shares from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.
- (2) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 16.10 and Section 16 Part 5, or to rely on any non-fulfilment of any of them.
- (3) Each condition in Section 16.10 and Section 16 Part 5 is a separate, several and distinct condition.

16.12 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 16.10 and Section 16 Part 5 generally or in relation to any specific occurrence by giving notice in writing to Danae declaring this Offer to be free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:
 - (a) in the case of the condition in Section 16.1(9) of Section 16 Part 5 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 16.10 and Section 16 Part 5 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 16.1(9) of Section 16 Part 5, within three business days after the end of the Offer Period), the conditions in Section 16.10 and Section 16 Part 5 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

16.13 Notice on the status of conditions

The date for giving the notice on the status of the conditions referred to in Section 16.12 required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

16.14 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

16.15 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

16.16 No stamp duty or brokerage

Greenwich will pay any stamp duty or brokerage charges, if any, payable on the transfer of your Danae Class B Preference Shares to it.

16.17 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 16.7(3)(d), (h), (i), (j) and (k).

16.18 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 4 – DANAE OPTIONS

16.1 The Offer

- (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.
- (2) If you accept the Offer, you will, subject to satisfaction of the conditions in Section 16.9 and Section 16 Part 5 of this Section, for every Danae Option held by you, receive consideration of \$0.00001 in cash.

16.2 Offerees

- (1) The Offer is being made to each person registered as the holder of Danae Options in the register of Danae's optionholders at 9.00am (Sydney time) on the Record Date.
- (2) If, at the time the Offer is made to you, or at any time during the Offer Period, another person is, or is entitled to be, registered as the holder of your Danae Options:
 - (a) a corresponding Offer will be deemed to have been made to that other person in respect of those Danae Options;
 - (b) a corresponding Offer will be deemed to have been made to you in respect of any other Danae Options you hold to which the Offer relates; and
 - (c) this Offer will be deemed to have been withdrawn immediately at that time.
- (3) If your Danae Options are registered in the name of a broker, investment dealer, bank, trust company or other nominee, you should contact that nominee for assistance in accepting the Offer.

16.3 Trustees and Nominees

- (1) If you are registered or entitled to be registered as the holder of one or more parcels of Danae Options as trustee or nominee for, or otherwise on account of, another person, section 653B of the Corporations Act will apply so that Greenwich is taken to have made a separate Offer to you for each separate parcel of Danae Options. Acceptance by you of the Offer for any distinct parcel of Danae Options is ineffective unless:
 - (a) you give Greenwich notice in accordance with Section 16.3(2) stating that your Danae Options consist of separate parcels; and
 - (b) your acceptance specifies the number of Danae Options in each separate parcel to which the acceptance relates.
- (2) The notice required under Section 16.3(1)(a) must be in writing.

16.4 Offer Period

- (1) The Offer is dated 1 March 2006.
- (2) The Offer will remain open for acceptance during the period commencing on the date the first Offer is made under the bid and ending at 7.00pm (Sydney time) on 7 April 2006, unless withdrawn or extended in accordance with the Corporations Act.

- (3) Greenwich may extend the Offer Period in accordance with the Corporations Act. If such an extension is made, the date specified in Section 16.12 for publication of the notice described in that Section will be varied accordingly.
- (4) If, within the last seven days of the Offer Period, either of the following events occur:
 - (a) the Offer is varied to improve the consideration offered; or
 - (b) Greenwich's voting power in Danae increases to more than 50%,then the Offer Period will be automatically extended so that it ends 14 days after the relevant event.

16.5 How to accept this Offer

(1) General

- (a) Subject to Section 16.3, you may accept the Offer **only** in respect of **all**, and not part, of your holding of Danae Options.
- (b) You may accept the Offer at any time during the Offer Period.

(2) Acceptance Forms

To accept this Offer you must:

- (a) complete and sign the enclosed Acceptance Form in accordance with the instructions on it;
- (b) send it, and all other documents required by the instructions on the Acceptance Form, so that they are received before the end of the Offer Period (being 7.00pm (Sydney time) on 7 April 2006, unless the Offer Period is extended); and
- (c) send any certificates for the Danae Options issued in your name in your possession, custody or control together with the Acceptance Form in accordance with Section 16.5(2)(b).

(3) Receipt of Acceptance Form

- (a) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period even if it is received after that date.
- (b) If your Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is returned by facsimile, it will be deemed to be received in time if the facsimile transmission is received (evidenced by a confirmation of successful transmission) before the end of the Offer Period, but you will not be entitled to receive the consideration to which you are entitled, until your original Acceptance Form (including any documents required by the terms of the Offer and the instructions on the Acceptance Form) is received at the address specified in the Acceptance Form.

- (c) The transmission of the Acceptance Form and other documents is at your own risk.

16.6 The effect of acceptance

- (1) If you accept the Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you, except as follows:
 - (a) if, by the relevant times specified in Section 16.6(2), the conditions in Section 16.9 and Section 16 Part 5 have not all been satisfied or waived in accordance with Section 16.11, the Offer will automatically terminate and your Danae Options will be returned to you; or
 - (b) if the Offer Period is extended for more than one month and, at the time, the Offer is subject to one or more of the conditions in Section 16.9 or Section 16 Part 5, you may be able to withdraw your acceptance and your Danae Options. A notice will be sent to you at the time explaining your rights in this regard.
- (2) The relevant times for the purposes of Section 16.6(1)(a) are:
 - (a) in relation to the condition in Section 16.1(9) of Section 16 Part 5 – three business days after the end of the Offer Period; and
 - (b) in relation to all other conditions in Section 16.9 and Section 16 Part 5 – the end of the Offer Period.
- (3) By signing and returning the Acceptance Form, or otherwise accepting the Offer pursuant to Section 16.6, you:
 - (a) accept the Offer (and any variation of it) in respect of all your Danae Options (even if the number of Danae Options specified on the Acceptance Form differs from the number of your Danae Options);
 - (b) agree to transfer to Greenwich all your Danae Options, subject to this Offer being declared free from the conditions set out in Section 16.9 and Section 16 Part 5 (or such conditions being fulfilled);
 - (c) represent and warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Options to Greenwich is registered:
 - (i) all your Danae Options are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
 - (ii) that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Options to Greenwich; and
 - (iii) unless you have notified Greenwich in accordance with Section 16.3, your Danae Options do not consist of separate parcels;
 - (d) from the date of the Offer becoming unconditional, irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) as your attorney to exercise all your powers and rights attaching to your Danae Options. This includes, without limitation, powers and rights to execute all such instruments

as Greenwich may require for the purpose of vesting all Rights attaching to your Danae Options in Greenwich from the time the contract resulting from your acceptance of this Offer becomes unconditional, to the earlier of the withdrawal of your acceptance under section 650E of the Corporations Act or the end of the Offer Period or, if all the conditions of the Offer have been satisfied or waived, the registration of Greenwich as the holder of those Danae Options;

- (e) agree that in exercising the powers conferred by the power of attorney in Section 16.6(3)(d) above, Greenwich or its nominee is entitled to act in the interest of Greenwich;
 - (f) from the date of the Offer becoming unconditional, agree not to exercise or purport to exercise any of the powers conferred on Greenwich or its nominee in Section 16.6(3)(d);
 - (g) indemnify Greenwich against any claim or action against it or any loss, damage or liability incurred by it as a result of you not producing the certificate for your Danae Options;
 - (h) irrevocably authorise Greenwich (or any nominee or nominees of Greenwich) to alter the Acceptance Form by rectifying any errors in or omissions from it as may be necessary to make it an effective acceptance of this Offer or to enable registration of the transfer of all your Danae Options to Greenwich;
 - (i) irrevocably authorise and direct Danae to pay to Greenwich, or to account to Greenwich for, all Rights in respect of your Danae Options. If this Offer is withdrawn or rescinded, Greenwich will account to you for any such Rights received by Greenwich;
 - (j) irrevocably authorise Greenwich to notify Danae on your behalf that your place of address for the purpose of serving notices upon you in respect of your Danae Options is the address specified by Greenwich in the notification;
 - (k) agree, subject to the conditions of this Offer in Section 16.9 and Section 16 Part 5 being satisfied or waived, to execute all such documents, transfers and assurances as may be necessary or desirable to convey your Danae Options registered in your name and attaching Rights to Greenwich; and
 - (l) agree not to exercise any of your Danae Options.
- (4) Greenwich may, at any time, in its sole discretion and without further communication to you, determine that any Acceptance Form it receives is a valid acceptance, even if one or more of the requirements for acceptance has not been complied with.
- (5) When you have satisfied the requirements for acceptance in respect of only some of your Danae Options, Greenwich may, in its sole discretion, regard the Offer to be accepted in respect of those Danae Options but not the remainder.
- (6) The representations, warranties and authorities referred to in Section 16.6(3) will remain in force after you receive the consideration for your Danae Options and after Greenwich becomes registered as the holder of your Danae Options.

16.7 When you will receive the consideration

- (1) Subject to this Section 16.7 and the Corporations Act, if you have accepted this Offer and the contract resulting from your acceptance becomes unconditional, Greenwich will provide the consideration to which you become entitled (as set out in Section 16.1) to you on or before the earlier of:
 - (a) one month after the date of your acceptance or, if this Offer is subject to a defeating condition when you accept this Offer, one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (b) 21 days after the end of the Offer Period.
- (2) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
 - (a) if that document is delivered with your acceptance, Greenwich will provide the consideration in accordance with Section 16.7(1);
 - (b) if that document is given after acceptance and before the end of the Offer Period, while this Offer is subject to a defeating condition, Greenwich will provide the consideration to you by the earlier of:
 - (i) one month after the takeover contract resulting from your acceptance of the Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period;
 - (c) if that document is delivered after acceptance and before the end of the Offer Period, while this Offer is not subject to a defeating condition, Greenwich will provide the consideration due to you for your Danae Options by the earlier of:
 - (i) one month after that document is delivered; and
 - (ii) 21 days after the end of the Offer Period; or
 - (d) if that document is given after the end of the Offer Period, Greenwich will provide the consideration within 21 days after that document is given. However, if at the time the document is given, the takeover contract is still subject to a defeating condition that relates to a circumstance or event referred to in subsection 652C(1) or (2) of the Corporations Act, Greenwich will provide the consideration due to you for your Danae Options within 21 days after the Offer becomes unconditional.
- (3) If you accept this Offer, Greenwich is entitled to all Rights in respect of your Danae Options. Greenwich may require you to provide all documents necessary to vest title to those Rights in Greenwich, or otherwise to give it the benefit or value of those Rights. If you do not do so, or if you have received the benefit of those Rights, Greenwich will be entitled to deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by Greenwich) of those Rights.
- (4) A cheque in Australian currency for the cash amount to which you are entitled by accepting the Offer will be posted to you at your risk by pre-paid ordinary mail, or in the case of any address outside of Australia or the United Kingdom, by airmail, to the address shown in the Acceptance Form.

16.8 Non-Australian Residents

If at the time of acceptance of the Offer you are resident in or a resident of a place outside Australia, you will not be entitled to receive any consideration under the Offer until:

- (1) you have obtained all necessary authorities and clearances of the Reserve Bank of Australia and the Australian Taxation Office; and
- (2) you have complied with all other statutory requirements in Australia or elsewhere which are applicable to the sale of your Danae Options, their transfer to Greenwich, and the receipt by you of the consideration for them.

16.9 Conditions of the Offer

Subject to Section 16.10, 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 100% of the Danae Options.

(2) Success of Bids 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 Ordinary Shares, Danae Class A Preference Shares and Danae Class B Preference Shares (**Other Danae Security Offers**):

- (a) Greenwich and its associates have relevant interests in at least 90% of the Danae Ordinary Shares;
- (b) Greenwich and its associates have relevant interests in at least 100% of the:
 - (i) Danae Class A Preference Shares; and
 - (ii) Danae Class B Preference Shares; and
- (c) the conditions to the Other Danae Security Offers are satisfied or waived by Greenwich.

(3) Other Conditions

Each of the Other Conditions set out in Section 16 Part 5 being satisfied or waived by Greenwich.

16.10 Nature and benefit of conditions

- (1) The conditions in Section 16.9 and Section 16 Part 5 are conditions subsequent. The non-fulfilment of any condition subsequent does not, until the end of the Offer Period, prevent a contract to sell your Danae Options from arising, but entitles Greenwich by written notice to you, to rescind the contract resulting from your acceptance of this Offer.

- (2) Subject to the Corporations Act, Greenwich alone is entitled to the benefit of the conditions in Section 16.9 and Section 16 Part 5, or to rely on any non-fulfilment of any of them.
- (3) Each condition in Section 16.9 and Section 16 Part 5 is a separate, several and distinct condition.

16.11 Freeing Offer of conditions

- (1) Greenwich may free this Offer and any contract resulting from acceptance from all or any of the conditions in Section 16.9 and Section 16 Part 5 generally or in relation to any specific occurrence by giving notice in writing to Danae declaring this Offer to be free from the relevant condition or conditions specified in accordance with section 650F of the Corporations Act. This notice may be given:
 - (a) in the case of the condition in Section 16.1(9) of Section 16 Part 5 – not later than three business days after the end of the Offer Period; and
 - (b) in the case of the other conditions in Section 16.9 and Section 16 Part 5 – not less than 7 days before the end of the Offer Period.
- (2) If, at the end of the Offer Period (or in the case of the conditions in Section 16.1(9) of Section 16 Part 5, within three business days after the end of the Offer Period), the conditions in Section 16.9 and Section 16 Part 5 have not been fulfilled and Greenwich has not declared the Offer (or it has not become) free from those conditions, all contracts resulting from the acceptance of the Offer will be automatically void.

16.12 Notice on the status of conditions

The date for giving the notice on the status of the conditions required by section 630(1) of the Corporations Act is 31 March 2006 (subject to extension in accordance with section 630(2) of the Corporations Act if the Offer Period is extended).

16.13 Withdrawal of Offer

- (1) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions.
- (2) If this Offer is withdrawn, all contracts arising from its acceptance become void.

16.14 Variation of Offer

Greenwich reserves the right to vary this Offer in accordance with the Corporations Act.

16.15 No stamp duty or brokerage

Greenwich will pay any stamp duty or brokerage charges, if any, payable on the transfer of your Danae Options to it.

16.16 Powers of attorney

If the Acceptance Form is signed under power of attorney, the attorney declares that the attorney has no notice of revocation of the power and is empowered to delegate powers under the power of attorney under Sections 16.7(3)(d), (h), (i), (j) and (k).

16.17 Governing law

This Offer and any contract that results from your acceptance of this Offer are governed by the laws in force in New South Wales.

PART 5 – OTHER CONDITIONS

16.1 Other Conditions

The other conditions applicable to each Danae Offer are as follows:

(1) Success of Bids by Greenwich for Buka Securities

During, or at the end of the relevant Offer Period in relation to the Offers made by Greenwich on or about the date of this Offer to acquire all the Buka Shares, Buka Tranche 1 Options and Buka Tranche 2 Options (**Buka Offers**) each of the conditions to the Buka Offers are satisfied or waived by Greenwich.

(2) Greenwich shareholder approvals

Before the end of the Offer Period the members of Greenwich pass a resolution in a general meeting to:

- (a) approve the Offers;
- (b) increase the authorised share capital of Greenwich by the creation of 5,049,883,296 ordinary shares of par value 1 penny and 108,032,100 Greenwich Convertible Preference Shares of par value 1 penny each in the share capital of Greenwich;
- (c) consolidate all the par value 1 penny Greenwich Shares in Greenwich into par value 30 pence Greenwich Shares;
- (d) consolidate all the par value 1 penny Greenwich Convertible Preference Shares into par value 30 pence Greenwich Convertible Preference Shares;
- (e) approve the adoption of the Greenwich Class A Option Scheme and the Greenwich Class B Option Scheme and LTIP;
- (f) for the purposes of amending the articles of association of Greenwich to incorporate the share rights attaching to the Greenwich Convertible Preference Shares together with other amendments explained in Section 7.2 of this Bidder's Statement;
- (g) to authorise the Directors to allot relevant securities under section 80 of the UK Companies Act, up to an aggregate nominal amount of £53,635,930, such authority to expire at the next Annual General Meeting of Greenwich;
- (h) disapply pursuant to section 95 of the UK Companies Act, the statutory pre-emption rights of the shareholders contained in section 89(1) of the UK Companies Act in connection with the Merger and the Capital Raising; and
- (i) to change the name of the company to Scarborough Minerals plc.

(3) 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 holders of Danae Ordinary Shares; and
- (b) the transactions contemplated by the Bidder's Statement, including full, lawful and effectual implementation of the intentions set out in this 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, limitation or indication of intention to revoke, suspend, restrict, modify or not renew the approvals or consents.

(4) 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 Ordinary Shares to be acquired under the Offer, or requires the divestiture by Greenwich of any Danae Ordinary Shares, or the divestiture of any assets of Danae or of the Greenwich Group or otherwise.

(5) No break fees

- (a) Subject to Section 16.1(5)(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) Section 16.1(5)(a) does not apply to a payment:
 - (i) for providing professional advisory services to Danae;
 - (ii) lawfully made to any Directors or officers of Danae; or
 - (iii) which is approved by a resolution passed at a general meeting of Danae.

(6) Restriction on others acquiring Danae Ordinary 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 Ordinary Shares which results in the voting power of a person (other than Greenwich) in Danae increasing by 10% or more.

(7) 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.

(8) 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 disclosed in public filings

between 30 June 2005 and the Announcement Date or that may arise as a consequence of the announcement or consummation of the Offer.

(9) 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 employee incentive 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.

(10) 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 Ordinary Shares issued under Danae's employee incentive 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) has appointed 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 of 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.

(11) 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 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 acquisition 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 or that controlled entity of Danae as at the Announcement Date other than in the ordinary course of business or makes an announcement in relation to such a commitment.

(12) Non-existence of certain rights

That no person has any right (whether subject to conditions or not) as a result of Greenwich acquiring Danae Ordinary Shares 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.

(13) 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).

(14) 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 manner or from which there is a material omission.

(15) Renewal of Mineral Tenements

All mineral tenements of Danae Group due to expire during the Offer Period (if any) being successfully renewed without material adverse conditions being imposed.

SECTION 17 - DEFINITIONS AND INTERPRETATION

17.1 Definitions

In this Bidder's Statement:

ACCC means the Australian Competition and Consumer Commission;

Acceptance Form means in respect of each Offer the relevant acceptance form that accompanies this Bidder's Statement;

Adjusted Capital and reserves means the aggregate from time to time of:

- (a) the amount paid up or credited as paid up on the issued share capital of Greenwich; and
- (b) the amount standing to the credit of the reserves;

Admission means the re-admission of existing Greenwich Shares and admission of to be issued Greenwich Shares to the Official List and to trading on the London Stock Exchange's main market for listed securities;

AIM means the AIM market of the London Stock Exchange;

Albany Bay Minerals means Albany Bay Minerals Pty Ltd ACN 107 991 097;

AMC means Australian Mining Consultants Pty Ltd ACN 008 129 164;

Announcement Date means 26 October 2005 (London time);

Annual General Meeting or **AGM** means the Annual General Meeting of Greenwich (or any adjournment thereof) expected to be convened in late March 2006;

Articles means the articles of association of Greenwich as amended or replaced from time to time;

ASIC means the Australian Securities & Investments Commission;

ASIC Act means the Australian Securities and Investments Commission Act 2001;

ASTC Settlement Rules means the settlement rules of ASX Settlement and Transfer Corporation Pty Limited as amended from time to time;

ASX means Australian Stock Exchange Limited ACN 008 624 691;

Bidder's Statement means this document and each schedule and annexure to it;

Board means the Board of Directors of Greenwich;

BSG Gold means BSG Gold BVBA;

Buka means Buka Minerals Limited ACN 000 741 373;

Buka Gold means Buka Gold Limited ACN 112 731 638;

Buka Group means Buka and its subsidiaries;

Buka Investment Consortium means the consortium of investors comprised of entities associated with Messrs Robert Champion de Crespigny AC, Ronald Walker AC CBE, Mark Carnegie and John Richards;

Buka Minerals LL2 means Buka Minerals (Lady Loretta No. 2) Pty Limited ACN 064 048 497;

Buka Offers means the Offers to acquire the Buka Securities under the applicable terms and conditions contained in Section 15 of this Bidder's Statement;

Buka Options means the Buka Tranche 1 Options and Buka Tranche 2 Options;

Buka Securities means the Buka Shares, Buka Tranche 1 Options and/or Buka Tranche 2 Options as the context may require;

Buka Shares means fully paid ordinary shares in Buka;

Buka Tranche 1 Options means the 50,000,000 options to subscribe for Buka Shares issued by Buka with an exercise price of A\$0.20 and expiry date of 30 September 2010;

Buka Tranche 2 Options means the 50,000,000 options to subscribe for Buka Shares issued by Buka with an exercise price of A\$0.225 and expiry date of 30 September 2010;

Capital Raising means the Placing, Open Offer and Convertible Loans described in Section 5.6;

CGT means Australian capital gains tax;

CHESS means the clearing house electronic sub-register system;

CHESS Holding means a number of Target Shares which are registered on a relevant Target's share register, being a register administered by the ASX Settlement and Transfer Corporation Pty Limited and which records uncertificated holdings of Target Shares;

Closing Date means in respect of each Offer 7.00pm (Sydney time) on 7 April 2006, unless the Offer is extended;

Collins Stewart means Collins Stewart Limited, the proposed sponsor and broker to the Capital Raising;

Combined Code means the revised combined code on the principles of good governance, and code of best practice published by the UK Financial Reporting Council in July 2003;

Conditionally Placed Shares means new Greenwich Shares forming part of the Placing to be placed subject to recall to satisfy valid application under the Open Offer by qualifying Greenwich shareholders;

Consolidation means the consolidation of the Greenwich Shares on a 1 for 30 basis, as described in Section 4.8;

Controlling Participant means in relation to Target Shares in a CHESS Holding, the Participant with whom the holder has a sponsorship agreement (as defined in the ASTC Settlement Rules);

Convertible Loans means the convertible loans provided by Champion de Crespigny Superannuation Pty Limited and Carnegie Wylie & Company Pty Limited to Greenwich conditionally upon the completion of the Merger and convertible into Greenwich Shares;

CopperCo means Copperco Limited ACN 004 434 904;

Corporations Act means the *Corporations Act* 2001;

CREST means the system of paperless settlement of trades and the holding of uncertificated shares of which CREST Co Limited is the operator;

CREST Regulations means the UK Uncertificated Securities Regulations 2001 (SI2001/3/755);

Danae means Danae Resources NL ABN 11 009 173 880;

Danae Class A Preference Shares means the 22,345,000 fully paid unquoted class A redeemable preference shares issued by Danae;

Danae Class B Preference Shares means the 3,500,000 fully paid unquoted class B redeemable preference shares issued by Danae;

Danae Group means Danae and its subsidiaries;

Danae Offers means the Offers to acquire the Danae Securities under the terms and conditions contained in Section 16 of this Bidder's Statement;

Danae Option means an option to subscribe for a Danae Ordinary Share;

Danae Ordinary Shares means ordinary shares in Danae;

Danae Redeemable Preference Shares means the Danae Class A Preference Shares and the Danae Class B Preference Shares;

Danae means Danae NL ACN 009 173 880;

Danae Securities means the Danae Ordinary Shares, Danae Class A Preference Shares, Danae Class B Preference Shares and/or Danae Options as the context may require;

Deferred Share means deferred shares of 1 penny each in the capital of Greenwich having the features described in Section 7.7 of this Bidder's Statement;

Desire means Desire Petroleum plc;

Directors means the Directors of Greenwich;

EGM means the extraordinary general meeting of Greenwich expected to be held in late March 2006 (or as soon thereafter as the AGM convened for that date shall have concluded or been adjourned) to consider and, if thought fit, pass the resolution required to implement the Merger, the Placing and Open Offer, the share consolidation, the change of name, the Greenwich Class A Option Scheme, the Greenwich Class B Option Scheme, the LTIP and changes to the Articles;

Employee Share Option Schemes means the Greenwich's employee equity incentive schemes described in Section 7.10 of this Bidder's Statement;

Enlarged Group means the enlarged Greenwich Group following completion of the Merger comprising the Greenwich Group, the Buka Group and the Danae Group;

Exploration Permits for Minerals means an exploration permit for minerals granted pursuant to the *Mineral Resources Act 1989* (Qld);

FIRB means the Foreign Investments Review Board;

Firm Placed Shares means new Greenwich Shares forming part of the Placing but which are not to be offered to qualifying Greenwich shareholders (including those Greenwich Shares which Danae has irrevocably undertaken not to take up under the Open Offer);

Foreign Acquisitions and Takeovers Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth);

Foreign Holder means a holder of Target Securities whose address, as shown in the register in which details of their holding is recorded, is a place outside Australia and the United Kingdom to whom it is not lawful to offer or who may not lawfully receive Greenwich Securities, including persons whose address is within the United States of America or Canada;

Foreign Holding means Target Securities held by a Foreign Holder;

GAAP means generally accepted accounting principles;

GEGM means Gympie Eldorado Gold Mines Pty Limited (in liquidation)(Receivers and Managers Appointed)(Subject to Deed of Company Arrangement);

GEM means Gympie Eldorado Mining Pty Limited;

Greenwich means Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971);

Greenwich Class A Options means options to subscribe for Greenwich Shares to be granted to holders of Buka Tranche 2 Options who accept the Buka Offer, the terms of which are summarised in Section 7.8(2);

Greenwich Class A Option Scheme means the scheme setting out the terms of the Greenwich Class A Options described in Section 7.8(2);

Greenwich Class B Options means options to subscribe for Greenwich Shares to be granted to holders of Buka Tranche 2 Options who accept the Buka Offer, the terms of which are summarised in Section 7.8(3);

Greenwich Class B Option Scheme means the scheme setting out the terms of the Class B Options described in Section 7.8(3);

Greenwich Convertible Preference Shares means the convertible redeemable preference shares of par value 1 penny each in Greenwich (pre-consolidation) or 30 pence each (post-consolidation), as applicable, to be issued to Danae Preference Shareholders under the Danae Offer, the terms of which are summarised in Section 7.9;

Greenwich Group and **Group** means Greenwich and its subsidiaries;

Greenwich Options means Greenwich Class A Options and Greenwich Class B Options;

Greenwich Resolution and **Resolution** means the resolution to be considered by members of Greenwich at the EGM described in Section 14.9;

Greenwich Securities means Greenwich Shares, Greenwich Convertible Preference Shares, Greenwich Class A Options and Greenwich Class B Options;

Greenwich Shares means ordinary shares in Greenwich;

Gympie Gold means Gympie Gold Limited ACN 000 759 535;

IFRS means Australian equivalents to the International Financial Reporting Standards, as issued by the Australian Accounting Standards Board;

Iluka means Iluka Resources Limited ACN 008 675 018;

Investec means Investec Bank (Australia) Limited ACN 071 292 594;

Issue Price means the price per Greenwich Share in relation to the Placing and Open Offer to be determined by Greenwich and Collins Stewart following an institutional bookbuilding exercise;

Joint Ministerial Decision means the instrument made pursuant to Greek Law 1650/1986 by which the Environmental Impact study on Sappes will be approved and through which environmental terms and conditional to be applied during the construction and operation of the Sappes Gold Project will be communicated;

Kolsen Consortium means the consortium of investors who have invested in Iluka with Kolsen Pty Limited as manager of the consortium and trustee of the Scarlett Unit Trust;

Lady Loretta means the Lady Loretta zinc/lead/silver deposit in Queensland, Australia;

LIBOR means the London Inter-Bank Offer Rate;

Listing Rules means the listing rules of the UK Listing Authority;

LTIP means the Greenwich Resources Long Term Incentive Plan described in Section 7.4;

Loan Stock means £1,500,000 of Variable Rate Convertible Unsecured Loan Stock 2006 issued by Greenwich to Danae, the terms of which are summarised in Section 7.11;

London Stock Exchange and **LSE** means London Stock Exchange plc;

LME means the London Metals Exchange;

Merger means the acquisition of Buka and Danae by Greenwich pursuant to the Takeover Bids;

Mineral Resource means a concentration or occurrence of material of intrinsic economic interest in or on the earth's crust in such form and quantity that there are reasonable prospects for eventual economic extraction. The location, quantity, grade, geological characteristics and continuity of a mineral resource are known, estimated or interpreted from specific geological evidence and knowledge. Mineral Resources are sub-divided, in order of increasing geological confidence, into inferred, indicated and measured categories;

Mining Lease Application means a mining lease application pursuant to the *Mineral Resources Act* 1989 (Qld);

Mining Leases means a mining lease granted pursuant to the *Mineral Resources Act* 1989 (Qld);

MDZ means Multiplex Developments (Zarmitan) Limited;

Merger means the proposed merger of Greenwich, Buka and Danae to be effected by the completion of the Takeover Bids in this Bidder's Statement;

Merger Implementation Agreement means the agreement regulating the conduct of the parties in relation to the Buka Offer and the Danae Offer entered into by Greenwich, Buka and Danae on 26 October 2005;

Mizuho means Mizuho International plc;

MRK means Multiplex Resources (Kazakhstan) Limited;

Multiplex Limited means Multiplex Limited ACN 008 687 063;

MP Mining means MP Mining Pty Limited ACN 076 112 984;

Nominee means Bell Potter Nominees Limited ACN 088 899 601;

Noranda Pacific means Noranda Pacific Pty Limited ACN 006 864 802;

Normandy Mining means Normandy Mining Limited ACN 009 295 765 (now known as Newmont Australia Limited);

Offer means Greenwich's offer to acquire a class of Target Securities set out in the relevant Part of Section 15 (in the case of an Offer for Buka Securities) or Section 16 (in the case of Danae Securities) of this Bidder's Statement and **Offers** means any two or more of them;

Offer Period means in respect of an Offer, the period commencing on the Record Date and ending on the Closing Date;

Official List means the list maintained by the UKLA pursuant to Part VI of the Financial Services and Markets Act 2000 (UK);

Open Offer means the proposed conditional offer of new Greenwich Shares to be made by Collins Stewart on behalf of Greenwich to existing Greenwich shareholders described in Section 5.6.

Ore Reserve means the economically minable part of a measured or indicated mineral resource. It includes diluting materials and allowances for losses that may occur when the material is mined. Appropriate assessments, which may include feasibility studies, have been carried out, and include consideration of and modification by realistically assumed mining, metallurgical, economic, marketing, legal, environmental, social and government factors. These assessments demonstrate at the time of reporting that extraction could be justified. Ore Reserves are sub-divided in order of increasing confidence into probable ore reserve or proved ore reserves;

Participant means an entity admitted to participate in the Clearing House Electronic Sub-register System under rule 4.3.1, 4.4.1 and 4.5.1 of the ASTC Settlement Rules;

Placing means the proposed conditional placing of new Greenwich Shares described in Section 5.6.

Placing Agreement means the proposed agreement between Greenwich and Collins Stewart in relation to the Capital Raising described in Section 6.7(4).

Placing Shares means the Firm Placed Shares and the Conditionally Placed Shares (including any such shares subscribed for pursuant to the underwriting arrangements in the Placing Agreement);

Prescribed Occurrences means the circumstances and the events referred to in sections 652(1) and (2) of the Corporations Act;

Proposed Directors means Robert James Champion de Crespigny (his alternate Ronald Walker), John Richards, Mark Howard Carnegie and Robert John McDonald;

Prospectus means the prospectus to be issued by Greenwich to facilitate the Merger and Capital Raising;

Record Date means 9.00 am (Sydney time), 1 March 2006;

Remuneration Committee means the Remuneration Committee of Greenwich;

Reserve means a well-defined estimate of tonnes and grade of ore, which is believed to be economic following a detailed study of all relevant economic and technical information;

Resource means a well-defined estimate of tonnes and grade of mineralisation on which there has been no detailed economic study carried out but there are reasonable prospects for economic exploitation;

REC means Resource Equity Consultants Pty Limited ACN 003 435 523;

Rights means all accretions, rights or benefits of whatever kind attaching to or arising from securities directly or indirectly at or after the date of this Bidder's Statement including, without limitation, all dividends and all rights to receive them or rights to receive or subscribe for shares, notes, bonds, options or other securities declared, paid or issued by the relevant company or its subsidiary;

Sappes Gold Project means Greenwich's proposed gold-mine development in north-eastern Greece described in Section 5.2(3) of this Bidder's Statement;

Section means a section of this Bidder's Statement;

SRK means SRK Consulting (UK) Limited;

SX-EW means solvent extraction and electrowinning, a term used to describe a process for the extraction of metals from metal ores by dissolution and electrolysis;

Takeover Bids means the off-market takeover bids constituted by the despatch of the Offers in accordance with the Corporations Act;

Takeovers Panel means the Takeovers Panel established by section 171 of the *Australian Securities and Investments Commission Act 1989* (Cth) as continued in existence by section 261 of the ASIC Act;

Target means Buka or Danae, as the context may require and **Targets** means both of them;

Target Options means Buka Tranche 1 Options, Buka Tranche 2 Options and/or Danae Options, as the context may require;

Target Securities means the Buka Securities and/or the Danae Securities, as the context may require;

Target Shares means Buka Shares and/or Danae Shares, as the context may require;

Target's Statement means in respect of a Target, the target's statement issued by the Target in response to this Bidder's Statement in accordance with section 633(1) of the Corporations Act;

Third Party Rights means all mortgages, charges, liens, encumbrances, adverse interest of any nature and restrictions on transfer of any nature (whether legal or otherwise);

Thrace means Thrace Minerals Hellas SA;

UK means the United Kingdom of Great Britain and Northern Ireland;

UK Companies Act means the Companies Act 1985 (UK) as amended;

UK Listing Authority and **UKLA** means the UK Listing Authority, being the Financial Services Authority acting as competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 (UK);

VAT means Value Added Tax;

Vostok Copper Project means Danae's project on the Vostok copper deposits located in Southern Kazakhstan as described in Section 5.2(8) of this Bidder's Statement;

VWAP means volume weighted average price; and

Zarmitan Gold Project means Danae's proposed project opportunity on the Zarmitan Goldfield in South Eastern Uzbekistan as described in Section 5.2(10) of this Bidder's Statement.

17.2 Glossary

In this Bidder's Statement:

atacamite-brochantite means a mixture of hydrated copper chlorides and sulphates resulting from the oxidation of copper sulphide minerals under desert conditions;

chalcocite means copper sulphide, an ore of copper;

c/lb means cents per Imperial Pound;

Cu means Copper;

cyanidation means the extraction process in which the minerals and metals are dissolved into a weak solution of cyanide;

electrowinning means the use of electrolysis to recover metals from solution;

Feasibility Study means a detailed study of the economics of a project based on technical estimates and specific mine designs undertaken to a sufficiently high degree of confidence to justify a decision on construction;

g/t means grams per tonne;

JORC Code means The Australian Code for the reporting of Mineral Resources and Ore Reserves prepared by the Joint Ore Reserves Committee of the Australasian Institute of Geoscientists and Minerals Council of Australia;

mt means million tonnes;

opacifier means a product which, under certain conditions, has the property of making object surfaces opaque;

orebody means a continuous, well-defined mass of material of sufficient ore content to make extraction economically feasible;

Palaeozoic means a era of geological time, from 245-570 millions years ago;

PAS means Pre-Approval Study;

pyrite means an iron sulphide;

tenement means an Australian term for an exploration or mining lease or licence

tenement conversion means conversion of an exploration lease or licence to a mining lease or licence;

Uzalmazzoloto means the former name of an Uzbek state-owned gold mining concern;

Viper orebody means an orebody within the Sappes Lease; and

zircon means zirconium silicate, a naturally occurring mineral used in a variety of industrial applications.

17.3 Interpretation

(1) Reference to:

- (a) words and phrases given a particular meaning in Chapter 6 of the Corporations Act have the same meaning in this Bidder's Statement, unless the context otherwise requires;
- (b) one gender includes the others;
- (c) the singular includes the plural and the plural includes the singular;
- (d) a person includes a body corporate;
- (e) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) that Statutory Provision as amended or re-enacted;
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision; and
- (f) money is to Australian dollars, unless otherwise stated.

(2) "Including" and similar expressions are not words of limitation.

- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this Bidder's Statement.

SECTION 18 - Approval of Bidder's Statement

This Bidder's Statement has been approved by a unanimous resolution passed by all the Directors of Greenwich.

Dated: 1 March 2006

A handwritten signature in black ink, appearing to read 'Peter Bridges', with a stylized flourish at the end.

Peter Bridges
Director
Greenwich Resources plc

Annexure A

Greenwich 2005 Financial Statements

Greenwich Resources plc

Revised Preliminary Statement of Results for the Year Ended

30 September 2005

During the process leading towards completion of the proposed merger with Buka Minerals Limited and Danae Resources NL, the Board has become aware of certain recent, independent, third-party assessments of the value of the Sappes Gold Project. These valuations fall in a range between £10 - £14 million.

As a consequence of this, and also taking into account delays in the permitting process, relating to the Sappes Gold Project, the Board has decided to adopt a conservative position and write down the carrying value of the Project from £11.7 million to £10 million - the lower end of that range.

Accordingly, the following revised Preliminary Statement of Results has been produced which replaces the Preliminary Statement of Results made on 23 January 2006.

Commenting on the results for the year the Chairman, Mr J A Corcoran, said

“Since I last wrote to you, the Boards of Directors of Greenwich Resources plc (“Greenwich”), Danae Resources NL (“Danae”) and Buka Minerals Limited (“Buka”) have announced the signing of merger implementation agreements relating to a proposed 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 inter-conditional securities exchange offers by Greenwich for all of the issued securities of each of Danae and Buka. The merger will transform Greenwich and provide it with a platform for growth through its increased size, management strength and diversity of assets. The merger constitutes a reverse takeover transaction for the purposes of the Listing Rules and requires the prior approval of the Company’s shareholders. It is expected that the suspension of the listing of the issued ordinary shares, which took effect on the announcement of the merger on 24 October 2005, will be lifted and it is proposed that the enlarged group’s shares be listed on the Official List of the London Stock Exchange.

Greenwich intends to make the offers and will publish this report together with a prospectus incorporating a circular to its shareholders.

The boards of each of Danae and Buka have agreed to recommend the offers to their respective security holders in the absence of a superior offer.

Under this proposal the Greenwich Board would be reconfigured to best combine the talents of the boards of the three companies and it is proposed that Buka’s Chairman, Mr Robert J Champion de Crespigny AC, would become the Chairman of the enlarged group.

During the year, progress in obtaining the approval of the Environmental Impact Study (“EIS”) of the Sappes Gold Project (“Sappes” or “the Project”) has remained slow and inconclusive and the Joint Ministerial Decision, the instrument which will approve the EIS, remains unsigned.

As stated in previous reports, the approval process in Greece consists of three inter-related stages. The Sappes Project has passed through two of these – the Technical Study, approved in July 1999, and the Pre-Approval Study (“PAS”), approved in February 2000. The next stage will be the completion of a Joint Ministerial Decision (“JMD”) approving, inter alia, the EIS.

In May 2000, appeals against the PAS decision were launched by several local municipalities. The appeals were heard in the Constitutional Court of Greece, the Conseil d'Etat, in June 2005. As an interested party, Thrace Minerals participated in the hearing. The judgement of the Court is awaited and no progress will be made until the judgement is received.

During the merger process the Board has become aware of various recent assessments of the value of Sappes, made by independent third parties, the majority of which fall in a range between £10 - £14 million. Consequently, and taking into account delays in the permitting process, the Board has decided to adopt a conservative position and write down the carrying value of the Project to £10 million - the lower end of that range.

Following the proposed merger with Buka and Danae, Greenwich intends to continue to pursue all necessary permits and agreements to realise the value of the Project. As indicated previously, when permitting is achieved, development of Sappes is anticipated to bring strong financial returns. The Directors and proposed directors are encouraged by the recent permitting of the Stratoni operation of AIM-quoted European Goldfields Limited.

Interest payments to date, on the £1.5 million Variable Rate Convertible Loan Stock ("CLS") issued to Danae Resources NL, amounted to £299,000. All interest has been accrued and rolled up into the debt. The purpose of the CLS was to provide funds for a drilling programme at Sappes and also to provide additional working capital for the Group but, as already reported, the absence of the completed JMD has precluded any such drilling programme.

United Goldfields Corporation ("UGC"), the Group's wholly-owned Australian subsidiary, terminated its 12.5% Nett Profits Interest ("NPI") over the Paddington Mine in Western Australia in return for a final payment of A\$220,000.

UGC retains a 2.5% royalty over the Golden Ridge Mine. However, there are currently no mineable reserves and consequently no mining has taken place during the year. Some further resources remain at depth although UGC is not aware of any further plans, by the mine operator, for their exploitation.

The Group maintains a 2.35% interest in the issued share capital of Desire Petroleum plc which has extensive oil and gas interests off-shore the Falkland Islands.

The loss for the year to 30 September 2005 was £1,869,000 (2004 loss - £224,000). Administrative expenses were £2,229,000 (2004 - £489,000) after the capitalisation of costs directly attributable to exploration and development of £210,000 (2004 - £232,000) and an impairment provision of £1,722,000 (2004 - nil) against the carrying value of the Sappes Project.

Revenue of A\$220,000 (2004 - A\$374,000) was received by UGC from the Paddington NPI in Western Australia.

Gains of £480,000 (2004 - £245,000) were made by the Group from further sales of Desire shares.

I thank all the Group personnel, associates and advisers for their continued and dedicated efforts during the past year.

On completion of the proposed merger Peter Bridges, Paul Mihalop and I will be standing down as Directors of the Company and I would take this opportunity to thank Peter and Paul for their valuable contributions towards the progress of the Group."

Contacts:

Mr P S Bridges	Director	01684 892550
Mr W Hampton	Company Secretary	01684 892550

Greenwich Resources plc
Group Profit and Loss Account
for the year ended 30 September 2005

	2005 £000	2004 £000
Operating income	92	152
Gain on sale of investments	480	245
Administrative expenses	(2,229)	(489)
Total administrative expenses	(1,749)	(244)
Operating loss	(1,657)	(92)
Interest receivable	42	50
Interest payable	(153)	(127)
Finance charges	(101)	(55)
Loss on ordinary activities before taxation	(1,869)	(224)
Tax on loss on ordinary activities	-	-
Loss for the year	(1,869)	(224)
Loss per share – basic	(0.51)p	(0.06)p
Loss per share – diluted	(0.33)p	(0.06)p

Notes:

1. The financial information set out in this preliminary announcement does not constitute Statutory Accounts as defined in section 240 of the Companies Act 1985. The Balance Sheet at 30 September 2005 and the Profit and Loss Account and Statement of Cash Flows and associated notes for the year then ended have been extracted from the Group's audited Financial Statements. Those Financial Statements incorporated an unmodified audit report and have not yet been delivered to the Registrar of Companies.

The financial information relating to the year ended 30 September 2004 is extracted from the Group's Statutory Accounts. Those Financial Statements, which incorporated an unmodified audit report, have been filed with the Registrar of Companies.

2. Gains of £480,000 have been made from the sale of investments (2004 - £245,000).
3. The basic loss per share has been calculated by reference to a loss of £1,869,000 (2004 - loss of £224,000) and the weighted average number of ordinary shares in issue of 369,522,060 (2004 - 369,522,060). The diluted loss per share has been calculated by reference to a loss, before interest on the Convertible Loan Stock, of £1,716,000 (2004 - loss of £224,000) and the weighted average number of ordinary shares in issue, after conversion of the Convertible Loan Stock, of 519,455,762 (2004 - 369,522,060).
4. The Directors do not recommend the payment of a dividend (2004 - nil).

Greenwich Resources plc
Group Balance Sheet
at 30 September 2005

	2005 £000	2004 £000
Fixed assets		
Tangible assets	10,009	11,184
	<hr/> 10,009	<hr/> 11,184
Current assets		
Investments	696	519
Debtors	78	189
Other debtors	226	227
Cash at bank and in hand	835	1,261
	<hr/> 1,835	<hr/> 2,196
Creditors		
Amounts falling due within one year	2,036	165
Net current (liabilities)/assets	<hr/> (201)	<hr/> 2,031
Creditors		
Amounts falling due after one year	-	1,546
Total assets less liabilities	<hr/> 9,808	<hr/> 11,669
Capital and reserves		
Called up share capital	9,694	9,694
Share premium	16,445	16,546
Translation reserve	359	351
Profit and loss account	(16,690)	(14,922)
Equity shareholders' funds	<hr/> 9,808	<hr/> 11,669

Greenwich Resources plc
Group Statement of Cash Flows
for the year ended 30 September 2005

	2005 £000	2004 £000
Net cash outflow from operating activities	(220)	(185)
Returns on investments and servicing of finance		
Interest received	42	50
Net cash inflow from investments and servicing of finance	42	50
Capital expenditure and financial investment		
Exploration and development	(546)	(501)
Expenditure on other tangible fixed assets	(5)	(5)
Acquisition of investments	(302)	-
Proceeds on disposal of investments	605	399
Net cash outflow from capital expenditure and financial investment	(248)	(107)
Net cash outflow before financing	(426)	(242)
Decrease in cash	(426)	(242)
Reconciliation of net cash flow to movement in net funds		
Decrease in cash	(426)	(242)
Movement in net funds	(426)	(242)

Annexure B

Buka 2005 Financial Statements



ABN: 25 000 741 373

HALF-YEARLY REPORT

FOR THE PERIOD ENDED 31 DECEMBER 2005

20 FEBRUARY 2006

Directors' Report

The directors of Buka Minerals Limited ("Buka", "the Company") submit their report for the half-year ended 31 December 2005.

DIRECTORS

The names of the Company's directors in office during the half-year and until the date of this report are as below. Directors were in office for this entire period unless otherwise stated.

Robert J Champion de Crespigny AC (Chairman)
John Richards (Managing Director)
Mark H Carnegie (Non-Executive Director)
Ronald J Walker AC CBE (Non-Executive Director)
Robert J McDonald (Non-Executive Director) - appointed 24 October 2005

REVIEW AND RESULTS OF OPERATIONS

The December 2005 half saw further progress in the Company's change to being a resource finance and investment company.

The major event during the period was the announcement, on 27 October 2005, of a merger with Greenwich Resources plc ("Greenwich") and Danae Resources Limited ("Danae") which will see Buka shareholders become the major owners of a larger business with a primary listing on the Official List of the London Stock Exchange.

Completion of this merger, and an associated capital raising, will see Buka achieve two of its strategic objectives, being the gaining of access to the deeper and broader United Kingdom capital market and an improvement in transaction flow arising from a move to a London base. Buka shareholders will also gain interests in the Sappes gold project in Greece (held by Greenwich) and the Vostok copper project in Kazakhstan (held by Danae). Danae is also seeking to form a joint venture to develop the Zarmitan gold project in Uzbekistan.

The second key event in the period was a series of transactions in which Buka disposed of its interest in the senior secured debt of Gympie Gold Limited and, through Buka Gold Limited, which became a 58.43% owned subsidiary, acquired the Gympie gold mine and associated exploration properties. After raising \$12 million in an initial public offering, Buka Gold was listed on ASX on 13 October 2005. These transactions also saw the diversification and strengthening of the Company's balance sheet and the introduction of two important new shareholders, Investec Bank and Mizuho International.

Difficult operating conditions at the Gympie mine, particularly in November 2005, gave rise to a decision to restructure mine operations. In view of this restructuring, the announcement of which led to a significant decline in Buka Gold's share price and thus in the value of Buka's investment, Buka Gold's Board has decided to write down the value of some of its balance sheet assets. This has resulted in a similar write-down in Buka's consolidated accounts and is the primary reason for Buka recording a loss of \$8.527 million for the half year. It is noted that the great majority of these losses are non-cash in nature.

Directors' Report (continued)

ROUNDING

The amounts contained in the half-year financial report have been rounded to the nearest \$1,000 (where rounding is applicable) under the option available to the company under ASIC Class Order 98/0100. The company is an entity to which the Class Order applies.

AUDITOR'S INDEPENDENCE DECLARATION

The independence declaration from our auditors, Ernst & Young is on page 4.

Signed in accordance with a resolution of the directors.

[Signed]

John Richards
Managing Director

Sydney, 20 February 2006

AUDITOR'S INDEPENDENCE DECLARATION TO THE DIRECTORS OF BUKA MINERALS LIMITED

In relation to our audit of the financial report of Buka Minerals Limited for the 6 months ended 31 December 2005, to the best of my knowledge and belief, there have been no contraventions of the auditor independence requirements of the Corporations Act 2001 or any applicable code of professional conduct.

Ernst & Young

[Signed]

GG Daniels
Partner
20 February 2006

Condensed Income Statement

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

	<i>Notes</i>	<i>CONSOLIDATED</i> <i>Audited</i> <i>2005</i> <i>\$'000</i>	<i>Reviewed</i> <i>2004</i> <i>\$'000</i>
Revenue	2	1,962	-
Cost of sales		(2,857)	-
Gross profit/(loss)		(895)	-
Other income	2	406	2,132
Other expenses		(1,761)	(638)
Write-down of impaired assets	2	(11,744)	-
Profit/(loss) before tax and finance costs	2	(13,994)	1,494
Finance costs		(32)	-
Profit/(loss) before income tax		(14,026)	1,494
Income tax expense		-	-
Profit/(loss) after tax		(14,026)	1,494
Loss attributable to minority interest		(5,499)	-
Net profit/(loss) attributable to members of parent		(8,527)	1,494
Earnings per share (cents per share)			
-basic for profit/(loss) for the half-year		(5.27)	1.08
-diluted for profit/(loss) for the half-year		(5.27)	0.81

Condensed Balance Sheet

AS

AT

31

DECEMBER

2005

	<i>Notes</i>	<i>CONSOLIDATED Audited As at 31 Dec 2005 \$'000</i>	<i>Audited As at 30 June 2005 \$'000</i>
ASSETS			
Current Assets			
Cash and cash equivalents	8	9,172	407
Trade and other receivables		3,176	2,766
Inventories		766	-
Prepayments		408	22
Other financial assets		138	-
Total Current Assets		13,660	3,195
Non-Current Assets			
Receivables		544	544
Available-for-sale financial assets		9,470	7,432
Exploration, evaluation and development costs		11,903	6,575
Property, plant and equipment		3,219	12
Other financial assets		-	3,873
Total Non-Current Assets		25,136	18,436
TOTAL ASSETS		38,796	21,631
LIABILITIES			
Current Liabilities			
Trade and other payables		2,177	233
Provisions		794	17
Total Current Liabilities		2,971	250
Non-Current Liabilities			
Interest-bearing loans and borrowings		482	-
Provisions		1,232	-
Total Non-Current Liabilities		1,714	-
TOTAL LIABILITIES		4,685	250
NET ASSETS		34,111	21,381
EQUITY			
Issued capital	3	42,182	27,559
Accumulated losses		(14,232)	(5,110)
Other reserves		970	(1,068)
Parent Interests		28,920	21,381
Minority Interests		5,191	-
TOTAL EQUITY		34,111	21,381

Condensed Cash Flow Statement
FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

	<i>Notes</i>	CONSOLIDATED	
		Audited	Reviewed
		2005	2004
		\$'000	\$'000
<hr/>			
Cash flows from operating activities			
Receipts from customers		2,445	-
Payments to suppliers and employees		(5,074)	(764)
Interest received		129	120
Other		-	(336)
		<hr/>	
Net cash flows used in operating activities		(2,500)	(980)
Cash flows from investing activities			
Proceeds from sale of investments		-	2,000
Purchase of property, plant and equipment		(39)	(7)
Purchase of investments		(62)	(5,509)
Acquisition of subsidiary, net cash acquired	5	107	-
Repayment of debt instruments		-	592
Payments for exploration, evaluation and development costs		(1,317)	(100)
		<hr/>	
Net cash flows used in investing activities		(1,311)	(3,024)
Cash flows from financing activities			
Net proceeds from issue of shares		1,823	-
Net proceeds from issue of shares by subsidiary		10,753	-
		<hr/>	
Net cash flows from financing activities		12,576	-
Net increase/(decrease) in cash and cash equivalents		8,765	(4,004)
Cash and cash equivalents at beginning of period		407	6,210
		<hr/>	
Cash and cash equivalents at end of period	8	9,172	2,206
		<hr/>	

Condensed Statement of Changes in Equity

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

	<i>Attributable to equity holders of the parent</i>				<i>Minority interest</i>	<i>Total equity</i>
	<i>Issued capital \$'000</i>	<i>Retained earnings \$'000</i>	<i>Other Reserves \$'000</i>	<i>Total \$'000</i>	<i>\$'000</i>	<i>\$'000</i>
CONSOLIDATED (Reviewed)						
At 1 July 2004	27,559	(6,240)	-	21,319	-	21,319
Net gains on available-for-sale financial assets	-	-	900	900	-	900
Total income/expense for the period	-	1,494	900	2,394	-	2,394
At 31 December 2004	27,559	(4,746)	900	23,713	-	23,713
	<i>Attributable to equity holders of the parent</i>				<i>Minority interest</i>	<i>Total equity</i>
	<i>Issued capital \$'000</i>	<i>Retained earnings \$'000</i>	<i>Other Reserves \$'000</i>	<i>Total \$'000</i>	<i>\$'000</i>	<i>\$'000</i>
CONSOLIDATED (Audited)						
At 1 July 2005	27,559	(5,110)	(1,068)	21,381	-	21,381
Net gains on available-for-sale financial assets	-	-	2,038	2,038	-	2,038
Total income and expense for the period recognised directly in equity	-	-	2,038	2,038	-	2,038
Loss for the period	-	(8,527)	-	(8,527)	(5,499)	(14,026)
Total income/expense for the period	-	(8,527)	2,038	(6,489)	(5,499)	(11,988)
Issue of share capital	14,623	-	-	14,623	-	14,623
Acquisition of Gympie Eldorado Mining Pty Ltd and Buka Gold Limited IPO	-	(595)	-	(595)	10,690	10,095
At 31 December 2005	42,182	(14,232)	970	28,920	5,191	34,111

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT

The half-year financial report does not include all notes of the type normally included within the annual financial report and therefore cannot be expected to provide as full an understanding of the financial performance, financial position and financing and investing activities of the consolidated entity as the full financial report.

The half-year financial report should be read in conjunction with the annual financial report of Buka Minerals Limited as at 30 June 2005, which was prepared based on Australian Accounting Standards applicable before 1 January 2005 ('AGAAP').

It is also recommended that the half-year financial report be considered together with any public announcements made by Buka Minerals Limited and its controlled entities during the half-year ended 31 December 2005 in accordance with the continuous disclosure obligations arising under the Corporations Act 2001.

(a) Basis of Accounting

The half-year financial report is a general-purpose financial report, which has been prepared in accordance with the requirements of the Corporations Act 2001, applicable Accounting Standards including AASB 134 "Interim Financial Reporting" and other mandatory professional reporting requirements.

The half-year financial report has been prepared on a historical cost basis, except for available-for-sale financial assets that have been measured at fair value.

For the purpose of preparing the half-year financial report, the half-year has been treated as a discrete reporting period.

(b) Statement of Compliance

The half-year financial report complies with Australian Accounting Standards, which include Australian equivalents to International Financial Reporting Standards ('AIFRS'). Compliance with AIFRS ensures that the half-year financial report, comprising the financial statements and notes thereto, complies with International Financial Reporting Standards ('IFRS').

This is the first half-year financial report prepared based on AIFRS and comparatives for the half-year ended 31 December 2004 and full-year ended 30 June 2005 have been restated accordingly. A summary of the significant accounting policies of the Group under AIFRS are disclosed in Note 1(c) below.

Reconciliations of:

- AIFRS equity as at 1 July 2004, 31 December 2004 and 30 June 2005; and
- AIFRS profit for the half-year 31 December 2004 and full year 30 June 2005, to the balances reported in the 31 December 2004 half-year report and 30 June 2005 full-year financial report prepared under AGAAP are detailed in Note 1(e) below.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies

(i) Basis of Consolidation

The consolidated financial statements comprise the financial statements of Buka Minerals Limited and its subsidiaries ('the Group').

The financial statements of subsidiaries are prepared for the same reporting period as the parent company, using consistent accounting policies.

Adjustments are made to bring into line any dissimilar accounting policies that may exist.

All inter-company balances and transactions, including unrealised profits arising from intra-group transactions, have been eliminated in full. Unrealised losses are eliminated unless costs cannot be recovered.

Subsidiaries are consolidated from the date on which control is transferred to the Group and cease to be consolidated from the date on which control is transferred out of the Group.

Where there is loss of control of a subsidiary, the consolidated financial statements include the results for the part of the reporting period during which Buka Minerals Limited has control.

Minority interests represent the interests in Buka Gold Limited not held by the Group.

(ii) Property, Plant and Equipment

Property, plant and equipment is stated at cost less accumulated depreciation and any impairment in value.

Depreciation is calculated on a straight-line basis over the estimated useful life of the asset as follows:

- Plant and equipment – shorter of applicable mine life or depending upon the nature of the asset between 3 to 15 years

Impairment

The carrying values of plant and equipment are reviewed for impairment when events or changes in circumstances indicate the carrying value may not be recoverable.

For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash-generating unit to which the asset belongs.

If any such indication exists and where the carrying values exceed the estimated recoverable amount, the assets or cash-generating units are written down to their recoverable amount.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(ii) Property, Plant and Equipment (continued)

The recoverable amount of plant and equipment is the greater of fair value less costs to sell and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

(iii) Borrowing Costs

Borrowing costs are recognised as an expense when incurred.

(iv) Intangible Assets

Acquired both separately and from a business combination

Intangible assets acquired separately are capitalised at cost and from a business combination are capitalised at fair value as at the date of acquisition. Following initial recognition, the cost model is applied to the class of intangible assets.

The useful lives of these intangible assets are assessed to be either finite or indefinite.

Where amortisation is charged on assets with finite lives, this expense is taken to the income statement through the 'administrative expenses' line item.

Intangible assets, excluding development costs, created within the business are not capitalised and expenditure is charged against profits in the period in which the expenditure is incurred.

Intangible assets are tested for impairment where an indicator of impairment exists, and in the case of indefinite lived intangibles annually, either individually or at the cash generating unit level. Useful lives are also examined on an annual basis and adjustments, where applicable, are made on a prospective basis.

(v) Recoverable Amount of Assets

At each reporting date, the Group assesses whether there is any indication that an asset may be impaired. Where an indicator of impairment exists, the Group makes a formal estimate of recoverable amount. Where the carrying amount of an asset exceeds its recoverable amount the asset is considered impaired and is written down to its recoverable amount.

Recoverable amount is the greater of fair value less costs to sell and value in use. It is determined for an individual asset, unless the asset's value in use cannot be estimated to be close to its fair value less costs to sell and it does not generate cash inflows that are largely independent of those from other assets or groups of assets, in which case, the recoverable amount is determined for the cash-generating unit to which the asset belongs.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(v) Recoverable Amount of Assets (continued)

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

(vi) Investments

All investments are initially recognised at cost, being the fair value of the consideration given and including acquisition charges associated with the investment.

After initial recognition, investments, which are classified as held for trading and available-for-sale, are measured at fair value. Gains or losses on investments held for trading are recognised in the income statement.

Gains or losses on available-for-sale investments are recognised as a separate component of equity until the investment is sold, collected or otherwise disposed of, or until the investment is determined to be impaired, at which time the cumulative gain or loss previously reported in equity is included in the income statement.

Non-derivative financial assets with fixed or determinable payments and fixed maturity are classified as held-to-maturity when the Group has the positive intention and ability to hold to maturity. Investments intended to be held for an undefined period are not included in this classification.

Other long-term investments that are intended to be held-to-maturity, such as bonds, are subsequently measured at amortised cost using the effective interest method.

Amortised cost is calculated by taking into account any discount or premium on acquisition, over the period to maturity.

For investments carried at amortised cost, gains and losses are recognised in income when the investments are derecognised or impaired, as well as through the amortisation process.

For investments that are actively traded in organised financial markets, fair value is determined by reference to Stock Exchange quoted market bid prices at the close of business on the balance sheet date.

For investments where there is no quoted market price, fair value is determined by reference to the current market value of another instrument which is substantially the same or is calculated based on the expected cash flows of the underlying net asset base of the investment.

Purchases and sales of financial assets that require delivery of assets within the time frame generally established by regulation or convention in the market place are recognised on the trade date i.e. the date that the Group commits to purchase the asset.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(vii) Exploration, Evaluation, Development and Restoration Costs

Exploration & Evaluation

Exploration and evaluation expenditure incurred by or on behalf of the Company is accumulated separately for each area of interest. Such expenditure comprises net direct costs and an appropriate portion of related overhead expenditure, but does not include general overheads or administrative expenditure not having a specific connection with a particular area of interest.

Exploration and evaluation costs in relation to separate areas of interest for which rights of tenure are current are brought to account in the year in which they are incurred and carried forward provided that:

- a) such costs are expected to be recouped through successful development and exploitation of the area, or alternatively through its sale; or
- b) exploration and/or evaluation activities in the area have not yet reached a stage which permits a reasonable assessment of the existence or otherwise of economically recoverable reserves.

Accumulated costs in respect of areas of interest are written off in the Income Statement when the above criteria do not apply or when the directors assess that the carrying value may exceed the recoverable amount. The costs of productive areas are amortised over the life of the area of interest to which such costs relate on the production output basis.

Once a development decision has been taken, all past and future exploration and evaluation expenditure in respect of the area of interest is aggregated within costs of development.

Development

Development expenditure incurred by or on behalf of the Company is accumulated separately for each area of interest in which economically recoverable reserves have been identified to the satisfaction of the directors. Such expenditure comprises net direct costs and, in the same manner as for exploration and evaluation expenditure, an appropriate portion of related overhead expenditure having a specific connection with the development property.

All expenditure incurred prior to the commencement of commercial levels of production from each development property is carried forward to the extent to which recoupment out of revenue to be derived from the sale of production from the relevant development property, or from the sale of that property, is reasonably assured.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(vii) Exploration, Evaluation, Development and Restoration costs (continued)

No amortisation is provided in respect of development properties until a decision has been made to commence mining. After this decision, the costs are amortised over the life of the area of interest to which such costs relate on a production output basis.

Restoration

Provisions for restoration costs are recognised when the Company has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

If the effect of the time value of money is material, provisions are determined by discounting the expected cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability.

When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

Remaining Mine Lives

In estimating the remaining life of the mine at each mine property for the purpose of amortisation and depreciation calculations, due regard is given not only to the volume of remaining economically recoverable reserves and resources but also to limitations which could arise from the potential for changes in technology, demand, product substitution and other issues that are inherently difficult to estimate over a lengthy time frame.

(viii) Inventories

Inventories are valued at the lower of cost and net realisable value.

Costs incurred in bringing each product to its present location and condition are accounted for as follows:

- Raw materials – purchase cost on a first-in, first-out basis; and
- Finished goods and work-in-progress – cost of direct materials and labour and a proportion of manufacturing overheads based on normal operating capacity but excluding borrowing costs.

Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and the estimated costs necessary to make the sale.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(ix) Trade and Other Receivables

Trade receivables, which generally have 5-30 day terms, are recognised and carried at original invoice amount less an allowance for any uncollectible amounts.

An estimate for doubtful debts is made when collection of the full amount is no longer probable. Bad debts are written off when identified.

(x) Cash and Cash Equivalents

Cash and short-term deposits in the balance sheet comprise cash at bank and in hand and short-term deposits with an original maturity of three months or less.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts.

(xi) Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

Where the Group expects some or all of a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognised as a separate asset but only when the reimbursement is virtually certain. The expense relating to any provision is presented in the income statement net of any reimbursement.

If the effect of the time value of money is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability.

Where discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

(xii) Leases

Finance leases, which transfer to the Group substantially all the risks and benefits incidental to ownership of the leased item, are capitalised at the inception of the lease at the fair value of the leased property or, if lower, at the present value of the minimum lease payments.

Lease payments are apportioned between the finance charges and reduction of the lease liability so as to achieve a constant rate of interest on the remaining balance of the liability. Finance charges are charged directly against income.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(xii) Leases (continued)

Capitalised leased assets are depreciated over the shorter of the estimated useful life of the asset or the lease term.

Leases where the Lessor retains substantially all the risks and benefits of ownership of the asset are classified as operating leases. Initial direct costs incurred in negotiating an operating lease are added to the carrying amount of the leased asset and recognised over the lease term on the same bases as the lease income.

Operating lease payments are recognised as an expense in the income statement on a straight-line basis over the lease term.

(xiii) Revenue

Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured. The following specific recognition criteria must also be met before revenue is recognised:

Sale of goods

Revenue is recognised when the significant risks and rewards of ownership of the goods have passed to the buyer and can be measured reliably. Risks and rewards are considered passed to the buyer at the time of delivery of the goods to the customer.

Interest

Revenue is recognised as the interest accrues (using the effective interest method, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial instrument) to the net carrying amount of the financial asset.

Dividends

Revenue is recognised when the shareholders' right to receive the payment is established.

(xiv) Income Tax

Deferred income tax is provided on all temporary differences at the balance sheet date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(xiv) Income Tax (continued)

Deferred income tax liabilities are recognised for all taxable temporary differences:

- except where the deferred income tax liability arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- in respect of taxable temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, except where the timing of the reversal of the temporary differences can be controlled and it is probable that the temporary differences will not reverse in the foreseeable future.

Deferred income tax assets are recognised for all deductible temporary differences, carry-forward of unused tax assets and unused tax losses, to the extent that it is probable that taxable profit will be available against which the deductible temporary differences, and the carry-forward of unused tax assets and unused tax losses can be utilised:

- except where the deferred income tax asset relating to the deductible temporary difference arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, affects neither the accounting profit nor taxable profit or loss; and
- in respect of deductible temporary differences associated with investments in subsidiaries, associates and interests in joint ventures, deferred tax assets are only recognised to the extent that it is probable that the temporary differences will reverse in the foreseeable future and taxable profit will be available against which the temporary differences can be utilised.

The carrying amount of deferred income tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow all or part of the deferred income tax asset to be utilised.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted at the balance sheet date.

Income taxes relating to items recognised directly in equity are recognised in equity and not in the income statement.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(c) Summary of Significant Accounting Policies (continued)

(xv) Other Taxes

Revenues, expenses and assets are recognised net of the amount of GST except:

- where the GST incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- receivables and payables are stated with the amount of GST included.

The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the balance sheet.

Cash flows are included in the Cash Flow Statement on a gross basis and the GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority are classified as operating cash flows.

Commitments and contingencies are disclosed net of the amount of GST recoverable from, or payable to, the taxation authority.

(d) AASB 1 Transitional Exemptions

The Group has made its election in relation to the transitional exemptions allowed by AASB 1 'First-time Adoption of Australian Equivalents to International Financial Reporting Standards' as follows:

Business combinations

AASB 3 'Business Combinations' was not applied retrospectively to past business combinations (i.e. business combinations that occurred before the date of transition to AIFRS).

Exemption from the requirement to restate comparative information for AASB 132 and AASB 139

The Group has not elected to adopt this exemption and has applied AASB 132 'Financial Instruments: Presentation and Disclosure' and AASB 139 'Financial Instruments: Recognition and Measurement' to its comparative information.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

1 BASIS OF PREPARATION OF THE HALF-YEAR FINANCIAL REPORT (continued)

(e) Impact of Adoption of AIFRS

The impacts of adopting AIFRS on the total equity and profit after tax as reported under Australian Accounting Standards applicable before 1 January 2005 ('AGAAP') are illustrated below.

(i) Reconciliation of total equity as presented under AGAAP to that under AIFRS

	CONSOLIDATED		
	30 Jun 05	31 Dec 04	01 Jul 04
	\$'000	\$'000	\$'000
Total equity under AGAAP	22,449	22,813	21,319
<i>Adjustments to equity</i>			
Changes in valuation of financial assets	(1,068)	900	-
Tax effect of the above adjustments	-	-	-
Total equity under AIFRS	21,381	23,713	21,319

(ii) Reconciliation of profit after tax under AGAAP to that under AIFRS

There are no differences between the profit/(loss) after tax under AGAAP to that under AIFRS as previously reported for the year ended 30 June 2005 and the corresponding half year ended 31 December 2004.

(iii) Explanation of material adjustments to the cash flow statements

There are no material differences between the cash flow statements presented under AIFRS and those presented under AGAAP.

(f) Comparatives

The half year ended 31 December 2005 have been audited whereas the comparatives for the half year ended 31 December 2004 were only independently reviewed by the Company's auditors.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

2 REVENUE AND EXPENSES

(a) Specific Items

Profit/(loss) before income tax expense includes the following revenues and expenses whose disclosure is relevant in explaining the performance of entity:

	CONSOLIDATED	
	Audited	Reviewed
	2005	2004
	\$'000	\$'000
(i) Revenue		
Sale of gold	1,954	-
Sale of other goods	8	-
	<u>1,962</u>	<u>-</u>
(ii) Other income		
Interest income received	130	117
Interest – other (unwinding of discount)	133	-
Gain from disposal of Lady Annie Project	-	2,015
Profit on disposal of fixed assets	8	-
Rendering of services	10	-
Other income	125	-
	<u>406</u>	<u>2,132</u>
(iii) Other expenses include		
Amortisation of development costs	350	-
Consultants fees	461	-
Depreciation	86	4
Employee benefits	377	182
Legal fees	58	64
Travel	129	53
(iv) Write-down of Buka Gold Limited impaired assets		
Intangibles	250	-
Mine development	4,000	-
Mine exploration	637	-
Surface exploration	6,357	-
Plant & equipment	500	-
	<u>11,744</u>	<u>-</u>

The above write-downs are a result of an operational and exploration review conducted by Buka Gold Limited, a controlled entity, in December 2005. The major elements of the write downs relate to the likely early completion of mining of the Museum orebody and indications from recent exploration that reduced the likelihood of identifying new reserves outside the existing workings in a short time frame. Additional comments are contained in Note 7.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

3 ISSUED CAPITAL

	CONSOLIDATED	
	Dec 05	Jun 05
	\$'000	\$'000
<i>Ordinary shares</i>		
Issued and fully paid	42,182	27,559
	<i>No. '000</i>	<i>\$'000</i>
<i>Movements in ordinary shares on issue</i>		
At 1 July 2005	138,516	27,559
Issued on 7 October 2005	48,945	14,623
	187,461	42,182

4 SEGMENT REPORTING

Business Segments

The following table presents the revenue and profit/(loss) information regarding business segments for the half-year periods ended 31 December 2005 and 31 December 2004.

	Continuing Operations		
	Gold	Investment &	
	Operations	Finance	Total
	\$'000	\$'000	\$'000
31 December 2005			
Segment revenue	2,194	174	2,368
Segment result	(13,226)	(800)	(14,026)
31 December 2004			
Segment revenue	-	2,132	2,132
Segment result	-	1,494	1,494

5 CHANGE IN COMPOSITION OF ENTITY

Acquisition of Gympie Eldorado Mining Pty Limited ("GEM")

The Company originally acquired 12.885% of GEM, an unlisted private gold mining and exploration company based in Gympie, Queensland Australia, in September 2004. On 6 October 2005, the Company through its subsidiary Buka Gold Limited, acquired 100% of the voting shares in Gympie Eldorado Mining Pty Limited.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

5 CHANGE IN COMPOSITION OF ENTITY (continued)

In connection with the business combination, the Company issued 41,868,172 ordinary shares on 7 October 2005 to Investec and Mizuho at an issue price of 30 cents per share.

After raising \$10,699,000 (\$12,000,000 less cost of capital raising) in an initial public offering, Buka Gold Limited was listed on the Australian Stock Exchange on 13 October 2005.

From the date of acquisition, Gympie Eldorado Mining Pty Limited has contributed (\$12,967,000) to the net loss of the Group.

The fair value of the identifiable assets and liabilities of Gympie Eldorado Mining Pty Limited as at the date of acquisition were:

	CONSOLIDATED	
	Recognised on acquisition \$'000	Carrying value \$'000
Property, plant and equipment	3,720	3,720
Development	4,476	4,476
Exploration and evaluation	11,046	3,326
Intangibles	250	250
Cash and cash equivalents	212	212
Trade and other receivables	791	791
Inventories	891	891
Trade and other payables	(2,186)	(2,186)
Provisions	(2,070)	(2,070)
Loans	(1,287)	(1,287)
Fair value of net assets	<u>15,843</u>	<u>8,123</u>
Consideration:		
Shares issued, at fair value to acquire 87.115%	12,560	
Sale of Gympie debt	2,124	
Cash	105	
Accumulated losses (a)	(595)	
Cost of acquiring original 12.885% & loans advanced	<u>1,649</u>	
	<u>15,843</u>	
The cash inflow on acquisition is as follows:		
Cash paid	(105)	
Net cash acquired with subsidiary	<u>212</u>	
Net cash inflow	<u>107</u>	

- (a) Represents the parent entity share of post-acquisition losses incurred from the period 27 September 2004 to 6 October 2005 when the Company held 12.885% of GEM.

Notes to the Half-Year Financial Statements

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

6 CONTINGENT ASSETS AND LIABILITIES

The consideration for the sale of the Company's interest in the Lady Annie copper project to CopperCo Limited in September 2004 includes further cash consideration totalling \$2,000,000 which may be receivable if certain conditions are satisfied. These cash receivables have not been recognised in the financial statements as they are contingent on conditions that have not yet been met.

There are no contingent liabilities as at 31 December 2005.

7 EVENTS AFTER THE BALANCE SHEET DATE

The Company announced on 25 January 2006 that the Australian Securities and Investments Commission had granted a further modification of the Corporations Act (Cth 2001) allowing Greenwich Resources plc to delay mailing of its Bidder's Statement in relation to the proposed merger of the Company, Greenwich and Danae Resources NL until 26 February 2006 at the latest.

On 1 February 2006, the Company announced that it and Falconbridge had agreed to move the Lady Loretta zinc project towards development. Work aimed at updating and upgrading the studies undertaken by Falconbridge prior to obtaining its 75% equity in the project in 2001 has commenced.

Buka Gold Ltd, a controlled entity, announced the outcomes of an operational review at its Gympie gold mine on 16 January 2006. This review concluded that the preferred ongoing operating regime will be based on a significantly smaller, but profitable operation that will target smaller tonnages of higher grade material. It is expected that the Museum orebody will be depleted by mid-February 2006 and that further retrenchments may take place as a consequence of this. The number of retrenchments will depend upon the success of the initiatives adopted following the review.

8 ADDITIONAL INFORMATION

Reconciliation of Cash

For the purposes of the Condensed Cash Flow Statement, cash and cash equivalents comprise the follow at 31 December:

	CONSOLIDATED	
	2005	2004
	\$'000	\$'000
Cash at bank and in hand	8,983	2,206
Short-term deposits	189	-
	9,172	2,206

Directors' Declaration

In accordance with a resolution of the directors of Buka Minerals Limited, I state that:

In the opinion of the directors:

- (a) the financial statements and notes of the consolidated entity:
 - (i) give a true and fair view of the financial position as at 31 December 2005 and the performance for the half-year ended on that date of the consolidated entity;
 - (ii) comply with Accounting Standard AASB 134 "Interim Financial Reporting" and the Corporations Regulations 2001; and
- (b) there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

On behalf of the Board

[Signed]

John Richards
Managing Director

Sydney, 20 February 2006

INDEPENDENT AUDIT REPORT TO MEMBERS OF BUKA MINERALS LIMITED

Scope

The financial report and directors' responsibility

The financial report comprises the income statement, balance sheet, cash flow statement, statement of changes in equity, accompanying notes to the financial statements, the other information set out in Appendix 4D to the Australian Stock Exchange (ASX) Listing Rules for the consolidated entity comprising both Buka Minerals Limited (the company) and the entities it controlled during the period, and the directors' declaration for the company for the 6 months ended 31 December 2005.

The directors of the company are responsible for preparing a financial report that gives a true and fair view of the financial position and performance of the consolidated entity, and that complies with Accounting Standard AASB 134 "Interim Financial Reporting", in accordance with the *Corporations Act 2001*, and the ASX Listing Rules as they relate to Appendix 4D. This includes responsibility for the maintenance of adequate accounting records and internal controls that are designed to prevent and detect fraud and error, and for the accounting policies and accounting estimates inherent in the financial report.

Audit approach

We conducted an independent audit of the financial report in order to express an opinion on it to the members of the company and in order for the company to lodge the financial report with the ASX and the Australian Securities and Investments Commission. Our audit was conducted in accordance with Australian Auditing Standards in order to provide reasonable assurance as to whether the financial report is free of material misstatement. The nature of an audit is influenced by factors such as the use of professional judgement, selective testing, the inherent limitations of internal control, and the availability of persuasive rather than conclusive evidence. Therefore, an audit cannot guarantee that all material misstatements have been detected.

We performed procedures to assess whether in all material respects the financial report presents fairly, in accordance with the *Corporations Act 2001*, including compliance with Accounting Standard AASB 134 "Interim Financial Reporting" and other mandatory financial reporting requirements in Australia, and the ASX Listing Rules as they relate to Appendix 4D, a view which is consistent with our understanding of the consolidated entity's financial position, and of its performance as represented by the results of its operations and cash flows.

We formed our audit opinion on the basis of these procedures, which included:

- examining, on a test basis, information to provide evidence supporting the amounts and disclosures in the financial report, and
- assessing the appropriateness of the accounting policies and disclosures used and the reasonableness of significant accounting estimates made by the directors.

While we considered the effectiveness of management's internal controls over financial reporting when determining the nature and extent of our procedures, our audit was not designed to provide assurance on internal controls.

We performed procedures to assess whether the substance of business transactions was accurately reflected in the financial report. These and our other procedures did not include consideration or judgement of the appropriateness or reasonableness of the business plans or strategies adopted by the directors and management of the company.

The income statement, balance sheet and statement of cash flows and related notes for the half-year ended 31 December 2004, which are shown for the purposes of comparison, have not been audited; rather, they were the subject of a review. Our review of the comparative income statement, balance sheet and statement of cash flows and related notes was conducted in accordance with Australian

Auditing Standards applicable to review engagements. Our review was limited primarily to inquiries of the company's personnel and analytical review procedures applied to financial data. These procedures do not provide all the evidence that would be required in an audit, thus the level of assurance provided is less than that given in an audit. We have not performed an audit and, accordingly, we do not express an audit opinion on the comparative income statement, balance sheet and statement of cash flows and related notes.

Independence

We are independent of the company, and have met the independence requirements of Australian professional ethical pronouncements and the Corporations Act 2001. We have given to the director's of the company a written Auditor's Independence Declaration a copy of which is included with the Directors' Report.

Audit Opinion

In our opinion, the financial report of the consolidated entity comprising Buka Minerals Limited and the entities it controlled during the 6 months ended 31 December 2005 is in accordance with:

- (a) the *Corporations Act 2001*, including:
 - (i) giving a true and fair view of the financial position of the consolidated entity at 31 December 2005 and of its performance for the 6 months ended on that date; and
 - (ii) complying with Accounting Standard AASB 134 "Interim Financial Reporting" and the *Corporations Regulations 2001*; and
- (b) other mandatory financial reporting requirements in Australia and the ASX Listing Rules as they relate to Appendix 4D.

Ernst & Young

[Signed]

GG Daniels
Partner
Sydney
20 February 2006

Annexure C

Danae 31 December 2005 Financial Statements

Half-Year Report – 31 December 2005 DANAЕ RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

DIRECTORS' REPORT

The directors submit the financial report of the economic entity for the half-year ended 31 December 2005.

Directors

The names of the directors who held office during or since the end of the half-year are:

Mr John A Corcoran
Mr Donald P Lewis
Mr John G Bovard
Mr Andrew T Roberts

Review of Operations

Since announcement on 27 October 2005, work has progressed in respect of the proposed merger of the Company with Greenwich Resources plc and Buka Minerals Limited to create an international resource and resource finance business. As announced on 21 December 2005 and 24 January 2006, Greenwich Resources plc has received ASIC relief in respect of the deadline for release of its Bidders Statement following delays in the UK in the London Stock Exchange Listing Authorities approving of the required Greenwich Prospectus. The Company's Board remains focused on completion of the proposed merger and the Bidders Statement and the associated Target Statement are expected to be released in February 2006.

ZARMITAN GOLD PROJECT – UZBEKISTAN

During the period, the Company outlined further steps required for undertaking the project with its proposed technical partners who have wide experience of implementing projects in Uzbekistan. These discussions took place, however, in an atmosphere of increasingly strained relations between Uzbekistan and western governments and a generally worsening environment in a number of former Soviet states for proposed mining ventures. The Company continues to await a formal response from the Government of the Republic of Uzbekistan as to the Company's future involvement in the project. It now appears that there will need to be clear Government direction in order to progress the proposed joint venture between the Company and the two Uzbek government owned entities - Navoi Mining & Metallurgical Combinat ("Navoi") and Goscomgeologia (the Uzbek State Geological Agency) – as negotiations with these entities have not progressed to a successful outcome. In the current environment the Company believes that these entities are unlikely to be willing to re-commence negotiations in the absence of direction from Government reinforcing Decree 687-f.

The Board has considered the above situation and decided to adopt a more conservative accounting approach for the project consistent with that proposed to be adopted by the parties to the proposed merger of Greenwich Resources plc, Buka Minerals and Danae Resources NL (“Enlarged Group”). Accordingly, the Board has decided to fully provide against the carrying value of its Uzbekistan mineral activities. This will in no way reduce the Board’s endeavours to progress the joint venture opportunity and the new management of the Enlarged Group will continue efforts to this end should the merger proceed as proposed. As previously reported, the Directors of the Company believe that the merger has the potential to bring superior technical skills, management and financing capacity to the project with the attention of a broader executive group with strong experience in mining project development. In particular, it is considered that the proposed Chairman of the Enlarged Group, Mr Robert Champion de Crespigny, will bring the Enlarged Group the benefit of his experience in dealing with the highest levels of government in different countries of the world, knowledge of Central Asia and respect for the capabilities of proposed Uzbek local partners.

VOSTOK COPPER PROJECT – KAZAKHSTAN

Danae holds 100% equity in the Vostok Copper Project in Southern Kazakhstan through its wholly owned subsidiary, Multiplex Resources (Kazakhstan) Limited (MRK), a company incorporated in Great Britain. MRK signed a Contract for Exploration and Subsequent Mining (No. 1230 of 17th September, 2003) with the Ministry of Energy and Mineral Resources of the Republic of Kazakhstan over approximately 140.5 square kilometres (the Vostok Copper Project Tenement) that contains the Vostok 1, Vostok 2, Vostok 3, Vostok 4 and Vostok 5 Prospects and large volumes of altered Palaeozoic rocks.

The Vostok project is an advanced exploration opportunity based around two porphyry copper prospects that contain approximately 2 million tonnes of copper to 500 metres depth (based on reports by the Kazakhstani group that discovered and explored the deposits over the period 1987-1990).

As previously disclosed, the Company has been endeavouring to attract a suitable partner to the Vostok Copper Project to allow the project to advance in accordance with the Contract for Exploration and Subsequent Mining. Such a partner has been identified and terms agreed in principle. Detailed due diligence was completed in the December quarter and draft agreements have been circulated for review. The Company is optimistic that formal agreement will be reached in the March quarter such that the project may ultimately realise its potential value to Danae shareholders.

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

DIRECTORS' REPORT

Review of Operations (Continued)

The main exploration activity undertaken during the period was the finalisation of the 2005 drilling program at the Vostok 3 Prospect. This comprised:

1. Completion of 10 diamond drill holes for a total drilling programme of 3,266 metres including 2,111 of NQ core. Core for the drilling program has been geologically logged and transferred for sample preparation.
2. Demobilisation of the drilling equipment and completion of site rehabilitation activities.

The data from geological logging of the core indicates that the oxide and supergene copper mineralisation is distributed as expected from the 2004 drilling program. The company has not yet received assay data for any of the sections drilled in 2005.

GREENWICH RESOURCES PLC

Danae continues to hold a 33.15% interest in the ordinary shares of Greenwich Resources plc listed on the London Stock Exchange. It also holds a Variable Rate Convertible Unsecured Loan Stock 2006 amounting to £1,500,000 issued on 30 July 2003 (plus interest at a rate of LIBOR +4% since that time).

Greenwich's major asset and activity is the Sappes Gold Project located in northern Greece. The project is awaiting formal approval of the EIS (Environmental Impact Study). There has been no further announcements made by Greenwich with regard to this process.

Information on Greenwich can be accessed at their website www.greenwichresourcesplc.com.

Auditors Independence Declaration

The auditors independence declaration to the directors of Danae forms part of the directors report for the half year ended 31 December 2005.

This report is signed in accordance with a resolution of the Board of Directors dated this 31st day of January 2006.

Mr. J A Corcoran

[Signed]

Chairman

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

**CONSOLIDATED INCOME STATEMENT
FOR THE HALF-YEAR ENDED 31 DECEMBER 2005**

	Notes	ECONOMIC ENTITY	
		31 December 2005 \$	31 December 2004 \$
Revenue from ordinary activities		400,632	416,789
Interest expense		(1,302,871)	(1,302,871)
Consulting and legal fees	2	(174,867)	(104,211)
Foreign exchange losses		(21,684)	(247,887)
Directors fees		(160,000)	(20,041)
Provisions against Carrying Value of Assets	3	(5,009,151)	-
Reversal of accrued interest on redeemable preference shares		5,239,808	-
Other expenses from ordinary activities		(40,231)	(61,901)
Share of net losses of associates accounted for using the equity method		(189,029)	(8,185)
Loss from ordinary activities before income tax expense		(1,257,393)	(1,328,307)
Income tax expense attributable to ordinary activities		-	-
Loss from ordinary activities attributable to the members of the parent entity		(1,257,393)	(1,328,307)

Basic earnings per share (cents per share)	(1.56)	(1.65)
Diluted earnings per share (cents per share)	(1.56)	(1.65)

The accompanying notes form part of these financial statements.

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

CONSOLIDATED BALANCE SHEET

AS AT 31 DECEMBER 2005

	ECONOMIC ENTITY	
	31 December	30
	2005	June
	\$	2005
		\$
Current Assets		
Cash and cash equivalents	3,606,864	4,580,166
Trade and other receivables	363,271	272,144
Total Current Assets	3,970,135	4,852,310
Non Current Assets		
Receivables	4,566,512	4,670,704
Investments accounted for using the equity method	11,269,222	12,902,288
Property, plant and equipment	1,310	2,812
Exploration and evaluation expenditure	3,074,355	5,648,644
Total Non Current Assets	18,911,399	23,224,448
Total Assets	22,881,534	28,076,758
Current Liabilities		
Trade and other payables	227,982	228,876
Total Current Liabilities	227,982	228,876
Non Current Liabilities		
Interest - bearing liabilities	25,845,000	29,781,937
Total Non Current Liabilities	25,845,000	29,781,937
Total Liabilities	26,072,982	30,010,813
Net (Liabilities)/Assets	(3,191,448)	(1,934,055)
Equity		
Issued Capital	32,094,191	32,094,191
Accumulated losses	(35,285,639)	(34,028,246)
Total Equity	(3,191,448)	(1,934,055)

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE HALF YEAR ENDED 31 DECEMBER 2005

	31 Dec emb er 2005 \$	31 Dece mber 2004 \$
Opening Balance – Equity	(1,934,055)	361,101
Losses attributable to members of the parent entity	(1,257,393)	(1,328,307)
	<hr/>	<hr/>
Closing Balance – Equity	(3,191,448)	(967,206)
	<hr/>	<hr/>

The accompanying notes form part of these financial statements.

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

**CONSOLIDATED CASH FLOW STATEMENT
FOR THE HALF-YEAR ENDED 31 DECEMBER 2005**

	ECONOMIC ENTITY	
	31	31
	December	December
	2005	2004
	\$	\$
<hr/>		
Cash flows from operating activities		
Payments to suppliers and employees	(366,401)	(167,184)
Interest received	112,457	134,531
Net cash outflow from operating activities	<u>(253,944)</u>	<u>(32,653)</u>
Cash flows from investing activities		
Payments for exploration and evaluation	(719,358)	(632,780)
Net cash outflow from investing activities	<u>(719,358)</u>	<u>(632,780)</u>
Cash flows from financing activities		
Proceeds from borrowings	-	-
Net cash inflow from financing activities	<u>-</u>	<u>-</u>
Net increase (decrease) in cash held	(973,302)	(665,433)
Cash at the beginning of the reporting period	<u>4,580,166</u>	<u>5,537,455</u>
Cash at the end of the reporting period	<u>3,606,864</u>	<u>4,872,022</u>

The accompanying notes form part of these financial statements.

**DANAE RESOURCES NL ABN 11 009 173 880
AND CONTROLLED ENTITIES**

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

BASIS OF PREPARATION

The half-year consolidated financial statements are a general purpose financial report prepared in accordance with the requirements of the Corporations Act 2001, Australian Accounting Standard AASB 134: Interim Financial Reporting, Urgent Issues Group Interpretations and other authoritative pronouncements of the Australian Accounting Standards Board.

It is recommended that this financial report be read in conjunction with the annual financial report for the year ended 30 June 2005 and any public announcements made by Danae Resources NL and its controlled entities during the half-year in accordance with continuous disclosure requirements arising under the Corporations Act 2001.

As this is the first interim financial report prepared under Australian equivalents to IFRS, the accounting policies applied are inconsistent with those applied in the 30 June 2005 annual report as this report was presented under previous Australian GAAP. Accordingly, a summary of the significant accounting policies under Australian equivalents to IFRS has been included below. A reconciliation of equity and profit and loss between previous GAAP and Australian equivalents to IFRS has been prepared in Note 2.

The half-year report does not include full disclosures of the type normally included in an annual financial report.

Going concern

At 31 December 2005, the statement of financial position disclosed a net asset deficiency of \$3,191,448. Included within non-current liabilities at 31 December 2005, is an amount of \$25,845,000 relating to redeemable preference shares issued on 16 January 2004 by the company. These preference shares are only redeemable at the option of the company, on the earlier of 16 January 2009 or when the company allots any further shares. At the date of this report, it is not the intention of the directors to allot any further shares in the company, for at least 12 months from the date of this report. Accordingly, the directors believe that it is appropriate for the financial statements to be prepared on a going concern basis.

(a) Principles of Consolidation

A controlled entity is any entity controlled by Danae Resources NL ("Danae") whereby Danae has the power to control the financial and operating policies of an entity so as to obtain benefits from its activities

All inter-company balances and transactions between entities in the economic entity, including any unrealised profits or losses, have been eliminated on consolidation. Accounting policies of subsidiaries have been changed where necessary to ensure consistencies with those policies applied by the parent entity.

Where controlled entities have entered or left the economic entity during the year, their operating results have been included/excluded from the date control was obtained or until the date control ceased.

(b) Income Tax

Deferred tax is accounted for using the balance sheet liability method in respect of temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. No deferred income tax will be recognised from the initial recognition of an asset or liability, excluding a business combination, where there is no effect on accounting or taxable profit or loss.

Deferred tax is calculated at the tax rates that are expected to apply to the period when the asset is realised or liability is settled. Deferred tax is credited in the income statement except where it relates to items that may be credited directly to equity, in which case the deferred tax is adjusted directly against equity.

Deferred income tax assets are recognised to the extent that it is probable that future tax profits will be available against which deductible temporary differences can be utilised.

The amount of benefits brought to account or which may be realised in the future is based on the assumption that no adverse change will occur in income taxation legislation and the anticipation that the economic entity will derive sufficient future assessable income to enable the benefit to be realised and comply with the conditions of deductibility imposed by the law.

**DANAE RESOURCES NL ABN 11 009 173 880
AND CONTROLLED ENTITIES**

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

BASIS OF PREPARATION (Continued)

(c) Plant and Equipment

Each class of plant and equipment is carried at cost or fair value less, where applicable, any accumulated depreciation and impairment losses.

Plant and equipment

Plant and equipment are measured on the cost basis less depreciation and impairment losses.

The carrying amount of plant and equipment is reviewed annually by directors to ensure it is not in excess of the recoverable amount from these assets. The recoverable amount is assessed on the basis of the expected net cash flows that will be received from the assets employment and subsequent disposal. The expected net cash flows have been discounted to their present values in determining recoverable amounts.

Depreciation

The depreciable amount of all fixed assets are depreciated on a straight line basis over their useful lives to the economic entity commencing from the time the asset is held ready for use.

The depreciation rate used for each class of depreciable assets range between 10% and 33%

(d) Exploration and Evaluation Expenditure

Exploration and evaluation expenditure incurred is accumulated in respect of each identifiable area of interest. These costs are only carried forward to the extent that they are expected to be recouped through the successful development of the area or where activities in the area have not yet reached a stage that permits reasonable assessment of the existence of economically recoverable reserves.

Accumulated costs in relation to an abandoned area are written off in full against profit in the year in which the decision to abandon the area is made.

When production commences, the accumulated costs for the relevant area of interest are amortised over the life of the area according to the rate of depletion of the economically recoverable reserves.

A regular review is undertaken of each area of interest to determine the appropriateness of continuing to carry forward costs in relation to that area of interest.

Costs of site restoration are provided over the life of the facility from when exploration commences and are included in the costs of that stage. Site restoration costs include the dismantling and removal of mining plant, equipment and building structures, waste removal, and rehabilitation of the site in accordance with clauses of the mining permits. Such costs have been determined using estimates of future costs, current legal requirements and technology on an undiscounted basis.

Any changes in the estimates for the costs are accounted on a prospective basis. In determining the costs of site restoration, there is uncertainty regarding the nature and extent of the restoration due to community expectations and future legislation. Accordingly the costs have been determined on the basis that the restoration will be completed within one year of abandoning the site.

(e) Financial Instruments

Recognition

Financial instruments are initially measured at cost on trade date, which includes transaction costs, when the related contractual rights or obligations exist. Subsequent to initial recognition these instruments are measured as set out below.

Financial assets at fair value through profit and loss

A financial asset is classified in this category if acquired principally for the purpose of selling in the short term or if so designated by management. Derivatives are also categorised as held for trading unless they are designated as hedges. Realised and unrealised gains and losses arising from changes in the fair value of these assets are included in the income statement in the period in which they arise.

**DANAE RESOURCES NL ABN 11 009 173 880
AND CONTROLLED ENTITIES**

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

BASIS OF PREPARATION (Continued)

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are stated at amortised cost using the effective interest rate method.

Financial liabilities

Non-derivative financial liabilities are recognised at amortised cost, comprising original debt less principal payments and amortisation.

Fair value

Fair value is determined based on current bid prices for all quoted investments. Valuation techniques are applied to determine the fair value for all unlisted securities, including recent arm's length transactions, reference to similar instruments and option pricing models.

Impairment

At each reporting date, the group assess whether there is objective evidence that a financial instrument has been impaired. In the case of available-for sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen. Impairment losses are recognised in the income statement.

(f) Investments in Associates

Investments in associate companies are recognised in the financial statements by applying the equity method of accounting where significant influence is exercised over an investee. Significant influence exists where the investor has the power to participate in the financial and operating policy decisions of the investees but does not have control or joint control over those policies. The equity method of accounting recognizes the group's share of post-acquisition reserves of its associates.

(g) Foreign Currency Transactions and Balances

Functional and presentation currency

The functional currency of each of the group's entities is measured using the currency of the primary economic environment in which that entity operates. The consolidated financial statements are presented in Australian dollars which is the parent entity's functional and presentation currency.

Transaction and balances

Foreign currency transactions are translated into functional currency using the exchange rates prevailing at the date of the transaction. Foreign currency monetary items are translated at the year-end exchange rate. Non-monetary items measured at historical cost continue to be carried at the exchange rate at the date of the transaction. Non-monetary items measured at fair value are reported at the exchange rate at the date when fair values were determined.

Exchange differences arising on the translation of monetary items are recognised in the income statement, except where deferred in equity as a qualifying cash flow or net investment hedge.

Exchange difference arising on the translation of non-monetary items are recognised directly in equity to the extent that the gain or loss is directly recognised in equity, otherwise the exchange difference is recognised in the income statement.

Group companies

The financial results and position of foreign operations whose functional currency is different from the group's presentation currency are translated as follows:

- Assets and liabilities are translated at year-end exchange rates prevailing at that reporting date.
- Income and expenses are translated at average exchange rates for the period.
- Retained profits are translated at the exchange rates prevailing at the date of the transaction.

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

BASIS OF PREPARATION (Continued)

Exchange differences arising on translation of foreign operations are transferred directly to the group's foreign currency translation reserve in the balance sheet. These differences are recognised in the income statement in the period in which the operation is disposed.

(h) Employee Benefits

Provision is made for the company's liability for employee benefits arising from services rendered by employees to balance date. Employee benefits that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled, plus related on-costs. Employee benefits payable later than one year have been measured at the present value of the estimated future cash outflows to be made for those benefits.

(i) Cash and Cash Equivalents

Cash and cash equivalents includes cash on hand, deposits held at call with banks, other short-term highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within short-borrowings in current liabilities on the balance sheet.

(j) Revenue

Revenue from the sale of goods is recognised upon the delivery of goods to customers.

Interest revenue is recognised on a proportional basis taking into account the interest rates applicable to the financial assets.

Dividend revenue is recognised when the right to receive a dividend has been established. Dividends received from associates and joint venture entities are accounted for in accordance with the equity method of accounting.

Revenue from the rendering of a service is recognised upon the delivery of the service to the customers.

All revenue is stated net of the amount of goods and services tax (GST).

(k) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Tax Office. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

Cash flows are presented in the cash flow statement on a gross basis, except for the GST component of investing and financing activities, which are disclosed as operating cash flows.

(l) Comparative Figures

When required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

FIRST TIME ADOPTION OF AUSTRALIAN EQUIVALENTS TO INTERNATIONAL FINANCIAL REPORTING STANDARDS

(a) Reconciliation of equity at 1 July 2004, 31 December 2004 and 30 June 2005

On adoption of the new AIFRS standards, there were no differences between equity presented under AIFRS with that presented under AGAAP.

(b) Reconciliation of net loss for the half year ended 31 December 2004, and the year ended 30 June 2005

On adoption of the new AIFRS standards, there were no differences between net loss presented under AIFRS with that presented under AGAAP.

ECONOMIC ENTITY	
December	December
2005	2004
\$	\$

LOSS FROM ORDINARY ACTIVITIES

The following revenue and expense items are relevant in explaining the financial performance for the interim period:

Consulting and legal fees:

▪ Legal fees	(65,962)	(8,693)
▪ Other consulting fees	(108,905)	(95,518)
	<u>(174,867)</u>	<u>(104,211)</u>

Provisions and Writedowns of Carrying Value of Assets

▪ Provision for diminution in the carrying value of Equity shareholding in Greenwich Resources plc (to market price)	(1,444,036)	-
▪ Provision for diminution in the carrying value of exploration properties relating to Zarmitan project	(3,293,647)	-
▪ Provision for diminution in the carrying value of loans associated with Employee Share Option Plan (to market price)	(271,468)	-
	<u>(5,009,151)</u>	<u>-</u>

**DANAE RESOURCES NL ABN 11 009 173 880
AND CONTROLLED ENTITIES**

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS

FOR THE HALF-YEAR ENDED 31 DECEMBER 2005

SEGMENT INFORMATION – Primary Reporting – Geographical segments

	Australia		Europe		Central Asia		Eliminations		Economic Entity	
	2005	2004	2005	2004	2005	2004	2005	2004	2005	2004
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Revenue										
External sales	-	-	92,972	105,558	-	-	-	-	92,972	105,558
Total segment revenue	-	-	92,972	105,558	-	-	-	-	92,972	105,558
Unallocated revenue									307,660	311,231
Total revenue from ordinary activities									400,632	416,789
Result										
Segment result	(646,566)	(186,152)	(3,389,704)	97,373	(1,444,036)	-	-	-	(5,480,306)	(88,779)
Unallocated expenses net of unallocated revenue									4,222,913	(1,239,528)
Loss from ordinary activities before income tax expense									(1,257,393)	(1,328,307)
Income tax expense									-	-
Net loss									(1,257,393)	(1,328,307)

SUBSEQUENT EVENTS

There has been no matter, item, transaction or event of a material nature, that has arisen in the interval between the end of the financial period and the date of this report that is likely, in the opinion of the directors of the Company, to affect significantly the operations of the economic entity, the results of those operations, or the state of affairs of the economic entity, in future financial years, except as follows:

On 27th October 2005, Danae announced a merger with the Australian listed Buka Minerals Limited and its associated company Greenwich Resources plc. Documentation relating to the merger is progressing, and it is expected that a final Bidder and Target Statement will be released during February 2006, following the completion of a Greenwich Prospectus in the UK.

CONTINGENT LIABILITIES

There are no contingent liabilities as at 31 December 2005.

PREFERENCE DIVIDENDS

The economic entity has not recorded a liability in respect of \$5,239,808 representing unpaid cumulative preference dividends at balance date. The preference dividends, which are accrued at an annual rate of 10% on the preference share debt of \$25,800,000 are only payable out of profits and provided the Company has sufficient cash reserves. The Directors have determined that with the current deficit of shareholders funds, and in assessing the current Company projects various stages of investigation and development they are unlikely to be in a position to pay these dividends in the foreseeable future.

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

DIRECTORS' DECLARATION

The directors of Danae Resources NL declare that:

1. The financial statements and notes, as set out on pages 4 to 12:
 - a) comply with Accounting Standard AASB 134: Interim Financial Reporting and the Corporations Regulations; and
 - b) give a true and fair view of the consolidated entity's financial position as at 31 December 2005 and its performance for the half-year ended on that date.
2. In the directors' opinion, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors dated this 31st day of January 2006.

[Signed]

Mr. J A Corcoran
Chairman

AUDITOR'S INDEPENDENCE DECLARATION

In accordance with the requirements of section 307C of the Corporations Act 2001, as lead auditor for the audit of Danae Resources NL for the half-year ended 31 December 2005, I declare that, to the best of my knowledge and belief, there have been:

- (a) no contraventions of the auditor independence requirements of the Corporations Act 2001 in relation to the review; and
- (b) no contraventions of any applicable code of professional conduct in relation to the review.

[Signed]

GREG LEGUIER

Partner
Grant Thornton

Perth
31 January 2006

DANAE RESOURCES NL ABN 11 009 173 880

AND CONTROLLED ENTITIES

Grant Thornton 

**INDEPENDENT AUDIT REPORT
TO THE MEMBERS OF DANAE RESOURCES NL**

Scope

The Financial Report and Directors' Responsibility

The financial report comprises the balance sheet, income statement, statement of changes in equity, statement of cash flows, accompanying notes to the financial statements, and the directors' declaration for the consolidated entity for the half year ended 31 December 2005. The consolidated entity comprises both the company and the entities it controlled during that year.

The directors of the company are responsible for the preparation and true and fair presentation of the financial report in accordance with the Corporations Act 2001. This includes responsibility for the maintenance of adequate accounting records and internal controls that are designed to prevent and detect fraud and error, and for the accounting policies and accounting estimates inherent in the financial report.

Audit approach

We conducted an independent audit in order to express an opinion to the members of the company. Our audit was conducted in accordance with Australian Auditing Standards, in order to provide reasonable assurance as to whether the financial report is free of material misstatement. The nature of an audit is influenced by factors such as the use of professional judgment, selective testing, the inherent limitations of internal control, and the availability of persuasive rather than conclusive evidence. Therefore, an audit cannot guarantee that all material misstatements have been detected.

We performed procedures to assess whether in all material respects the financial report presents fairly, in accordance with the Corporations Act 2001, including compliance with Accounting Standards and other mandatory financial reporting requirements in Australia, a view which is consistent with our understanding of the consolidated entity's financial position, and of its performance as represented by the results of its operations and cash flows.

We formed our audit opinion on the basis of these procedures, which included:

- examining, on a test basis, information to provide evidence supporting the amounts and disclosures in the financial report; and
- assessing the appropriateness of the accounting policies and disclosures used and the reasonableness of significant accounting estimates made by the directors.

While we considered the effectiveness of management's internal controls over financial reporting when determining the nature and extent of our procedures, our audit was not designed to provide assurance on internal controls.

Our audit did not involve an analysis of the prudence of business decisions made by the directors or management.

We have read the other information in the interim financial statements to determine whether it contained any material inconsistencies with the financial report.

Independence

In conducting our audit, we followed the applicable independence requirements of Australian professional and ethical pronouncements and the Corporations Act 2001.

Audit opinion

In our opinion, the financial report of Danae Resources NL is in accordance with:

- a) the Corporations Act 2001, including:
 - i) giving a true and fair view of the consolidated entity's financial position as at 31 December 2005 and of its performance for the period ended on that date; and
 - ii) complying with Accounting Standards in Australia and the Corporations Regulations 2001; and
- b) other mandatory financial reporting requirements in Australia.

GRANT THORNTON WESTERN AUSTRALIAN PARTNERSHIP

[Signed]

Greg LeGuier

Perth, WA

Dated this 31st day of January 2006

Annexure D

Joint announcements in relation to the Offers

This announcement is not for release, publication or distribution in or into the United States, Canada, Japan or the Republic of Ireland.

JOINT ANNOUNCEMENT, 26 OCTOBER 2005

GREENWICH RESOURCES plc

DANAE RESOURCES NL

I 009 173 880

BUKA MINERALS LIMITED

I 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:

Security type	Australian cents	British pence
Danae Ordinary shares	7.2c	3.0p
Danae Class A and Class B Preference shares ³	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 ⁴

³ 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.

⁴ 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 Greenwich option value is based on 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.

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.

These written materials are not for distribution in the United States, Canada, Japan or Ireland. The information contained herein does not constitute an offer of securities for sale in the United States, Canada, Japan or Ireland. Securities may not be offered or sold in the United States absent registration under the US Securities Act of 1933, as amended, or an exemption therefrom. Greenwich has not and does not intend to register any of its securities under US securities law. Accordingly, the securities may not be offered or sold in the United States unless they are registered or exempt from registration under applicable law or in transactions that are exempt from registration. The securities will not be offered or sold to the public in the United States. Any person (including, without limitation, custodians, nominees and trustees) who may have contractual or legal obligations, or may otherwise intend, to forward this announcement to any jurisdiction outside the United Kingdom should inform themselves about and observe any applicable requirements. Before taking any action.

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
-----------------	--------	-------------

Convertible Note	Listed	£1,799,485
------------------	--------	------------

(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
------------------	----------	-----------

(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
-----------------	--------	------------

Employee Shares	Unlisted	3,382,380
-----------------	----------	-----------

(Funded by interest-free loans. Issue prices of 18 cents to \$1.00 per share)

Class A Preference Shares	Unlisted	22,345,000
---------------------------	----------	------------

(Interest capitalises at 10% per annum to 16 January 2009)

Class B Preference Shares	Unlisted	3,500,000
---------------------------	----------	-----------

(Interest capitalises at 10% per annum to 16 January 2009)

Options	Unlisted	28,500,000
---------	----------	------------

(Exercisable at 25 cents per option up to 16 January 2009)

Buka Minerals Limited

Ordinary Shares	Listed	187,461,133
-----------------	--------	-------------

Tranche 1 Options	Unlisted	50,000,000
-------------------	----------	------------

(Exercisable at 20 cents per option by 30 September 2010)

Tranche 2 Options	Unlisted	50,000,000
-------------------	----------	------------

(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.

One objective of the merger is for Danae and Buka to work together on Danae's mineral projects. To support this objective, they have entered into an agreement under which Buka has an option exercisable by 30 April 2006 over 30% of Danae's mineral interests. Buka may assign this option to a Buka subsidiary, including Buka Gold Limited.

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.

ATTACHMENT 3

Conditions of Offers

Not attached. Refer Sections 15 and 16 of this Bidder's Statement.

JOINT ANNOUNCEMENT, 20/21 DECEMBER 2005

GREENWICH RESOURCES plc

DANAE RESOURCES NL

ACN 009 173 880

BUKA MINERALS LIMITED

ACN 000 741 373

MERGER TIMETABLE

In the announcement dated 26/27 October 2005 made by the Boards of Directors of Greenwich Resources plc ("Greenwich"), Danae Resources NL ("Danae") and Buka Minerals Limited ("Buka"), it was stated that Greenwich intended to make offers to acquire all the outstanding securities in Buka and Danae and publish a circular to its own shareholders by 26 December 2005.

Due to the length of the approval process for the circular (which also constitutes a prospectus) required under the UK Listing Rules and Prospectus Rules, it is now anticipated that the circular will be published by 26 January 2006. The Australian Securities and Investments Commission has granted Greenwich relief from the provisions of the Corporations Act allowing Greenwich to make the offers for securities in Buka and Danae by the earlier of:

- i) 7 days after approval of the prospectus by the UK Listing Authority; and
- ii) 26 January 2006.

This announcement is not for release, publication or distribution in or into the United States, Canada, Japan or the Republic of Ireland.

JOINT ANNOUNCEMENT, 25 JANUARY 2006

GREENWICH RESOURCES plc

DANAE RESOURCES NL

ACN 009 173 880

BUKA MINERALS LIMITED

ACN 000 741 373

EXTENSION OF DATE FOR LODGEMENT OF BIDDERS' STATEMENTS

Further to the announcements dated 26/27 October 2005 and 20 December 2005 made by the Boards of Directors of Greenwich Resources plc ("Greenwich"), Danae Resources NL ("Danae") and Buka Minerals Limited ("Buka"), the Australian Securities and Investments Commission has granted Greenwich further relief from the provisions of the Australian Corporations Act. Greenwich now has a further 30 days to make the offers for securities in Buka and Danae ("Offers"), which must be made by the earlier of:

- i) 7 days after approval by the UK Listing Authority of the prospectus to be published by Greenwich in connection with the offers; and
- ii) 26 February 2006.

This extension has been necessitated by delays in the approval of Greenwich's prospectus by the UKLA, now expected by mid February 2006, following the issue of the audited half yearly accounts by each of Danae and Buka.

Following this approval, a circular comprising a prospectus will be published and posted to Greenwich's shareholders. The Bidder's Statement making the Offers will be published by Greenwich and posted to Buka and Danae shareholders at the same time, in any event no later than 26 February 2006. The offer period for the Offers for each of Buka and Danae will then commence. It is proposed that Buka and Danae shareholders will receive the Bidder Statement, Target Statement and Acceptance Form in one envelope.

Greenwich has been suspended from trading since 24 October 2005 and will not recommence trading until the prospectus referred to above has been published.

Annexure E

Buka Announcements since 30 June 2005

Date	Pages	Description
27/02/2006	1	<u>Change of Company Secretary</u>
24/12/2005	2	<u>Merger Timetable Extension</u>
24/12/2005	2	<u>DNS: Merger Timetable Extension</u>
21/02/2006	27	<u>Half Yearly Report & Half Year Accounts</u>
01/02/2006	2	<u>Lady Loretta Advancement</u>
24/01/2006	2	<u>DNS:Extension of Date for Lodgement of Bidder's Statement</u>
24/01/2006	2	<u>Extension of Date for Lodgement of Bidder's Statements</u>
21/12/2005	1	<u>DNS: Merger Timetable</u>
21/12/2005	1	<u>Merger Timetable</u>
01/11/2005	2	<u>Initial Directors Interest Notice</u>
27/10/2005	22	<u>Merger Announcement-Buka/Danae/Greenwich</u>
25/10/2005	2	<u>Trading Halt</u>
24/10/2005	1	<u>Results of 2005 AGM</u>
24/10/2005	3	<u>Chairmans Address - 2005 AGM</u>
24/10/2005	1	<u>Appointment of Director</u>
21/10/2005	2	<u>Becoming a substantial holder</u>
21/10/2005	4	<u>Becoming a substantial holder for BKG</u>
14/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	9	<u>Appendix 3B - Following completion of transactions</u>
13/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	8	<u>Change in substantial holding</u>
13/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	7	<u>Change in substantial holding</u>
13/10/2005	7	<u>Change in substantial holding</u>
11/10/2005	1	<u>Buka Gold - Confirmation of Listing Date</u>
27/09/2005	1	<u>Buka Gold Limited - Closure of IPO</u>
21/09/2005	6	<u>Notice of Annual General Meeting</u>
21/09/2005	54	<u>2005 Annual Report</u>
01/09/2005	1	<u>Buka Gold Limited IPO - Offer Open</u>
25/08/2005	1	<u>Change of Company Secretary</u>
25/08/2005	4	<u>Buka Gold Limited - Lodgement of Prospectus</u>
16/08/2005	3	<u>Waiver of Listing Rule 14.7 - Issue of Shares</u>
29/07/2005	1	<u>Change of Share Registry</u>
29/07/2005	11	<u>Fourth Quarter Activities & Cashflow Report</u>

Annexure F

Danae Announcements since 30 June 2005

Date	Pages Description
24/12/2005	2 <u>Merger Timetable Extension</u>
24/12/2005	2 <u>BKA: Merger Timetable Extension</u>
22/02/2006	4 <u>Becoming a substantial holder x2</u>
22/02/2006	2 <u>Change in substantial holding</u>
22/02/2006	4 <u>Change of Director's Interest Notice x2</u>
01/02/2006	14 <u>Half Year Report - 31 December 2005</u>
31/01/2006	8 <u>Second Quarter Activities & Cashflow Reports</u>
24/01/2006	2 <u>Extension of Date for Lodgement of Bidder's Statement</u>
24/01/2006	2 <u>BKA's:Extension of Date for Lodgement of Bidder's Statements</u>
21/12/2005	1 <u>Merger Timetable</u>
21/12/2005	1 <u>BKA: Merger Timetable</u>
30/11/2005	1 <u>Results of Meeting</u>
31/10/2005	7 <u>First Quarter Activities & Cashflow Report</u>
31/10/2005	4 <u>Notice of Annual General Meeting</u>
27/10/2005	22 <u>Merger Announcement-Buka/Danae/Greenwich</u>
25/10/2005	1 <u>MXG:Clarification of media reports</u>
24/10/2005	2 <u>Trading Halt</u>
30/09/2005	40 <u>Annual Report</u>
30/09/2005	26 <u>Annual Report</u>
29/07/2005	7 <u>Fourth Quarter Activities & Cashflow Reports</u>

Annexure G

Buka Announcements 18 October 2004, 16 December 2005 and 16 January 2006

BUKA GOLD LIMITED

ASX ANNOUNCEMENT, 18 OCTOBER 2005

SEPTEMBER QUARTER UPDATE

Highlights

- **Successful IPO raises \$12 million.**
- **Exploration continues to deliver results:**
 - **Wilmot (Ellen Harkins Shale) 3.45m @ 26.9 g/t**
- **Mine operations enhanced by:**
 - **recent gold price increases; and**
 - **toll treatment agreement with Norton Gold Fields Limited.**

ASX Listing

Buka Gold Limited ("the Company") was listed on ASX on 13 October and closed on its opening day with a 7% a premium for subscribers. The Company is now the 100% owner of Gympie Eldorado Mining Pty Limited ("GEM") which holds tenements covering 760 square kilometres and 100% of the known goldfield, together with the potential southerly extensions.

Exploration

Two contract drill rigs continued surface exploration activities on a range of targets with an increasing focus on the South Inglewood prospect. Over the last three months these rigs completed 4,186m of diamond drilling at the South Inglewood, Dawn, Wylly, West Phoenix, North Inglewood, Kenna and Six Mile Prospects.

Notable intercepts from drilling during the quarter, subsequent to those listed in the Company's Prospectus, are listed in the table below:

Prospect	Hole	From (m)	Interval (m)	Au (g/t)	Structure
Wilmot (Ellen Harkins Shale)	G282	105.2	3.45	26.9	Quartz vein swarm
	incl.	107.85	0.35	406	Quartz vein in Ellen Harkins Shale
		116.35	0.25	34.2	Quartz vein in Ellen Harkins Shale
Kenna	G290	163.45	0.85	20.7	Gympie Vein

1. Intervals are down-hole widths. Estimated true widths vary but are typically 40-50% of down-hole widths.

2. Halved HQ and NQ₂ core samples were analysed by 50g Fire Assay (AAS) or by Screen Fire Assay (AAS) on 1kg splits of 0.25m-0.5m samples if coarse gold was present.

South Inglewood

A stratigraphic hole (G294) was drilled to test the presence of the mine sequence 500m south of any previous drilling. The mine sequence was identified as being present including several prospective carbonaceous zones, with some quartz vein structures at the projected position of the Inglewood Fault. Assay results from these zones are pending.

The next programme at South Inglewood, comprising 15 holes for 6,000m, has now commenced south of existing workings. It is designed to further investigate the Peel-Off A zone located in drilling earlier this year and deeper holes to test the Inglewood Fault. This programme follows a review of the 2003 and 2004 drilling programmes which included the validation of drilling data and a reinterpretation of the mineralisation in this area.

North Inglewood (Wilmot, Ellen Harkins)

A programme of four holes was commenced at the start of October to test undrilled sections in the Inglewood Fault between the end of the Lewis Decline and Wilmot.

This will be followed by three holes designed to test the Inglewood structure immediately north of the previously mined N3 orebody near the Lewis Decline.

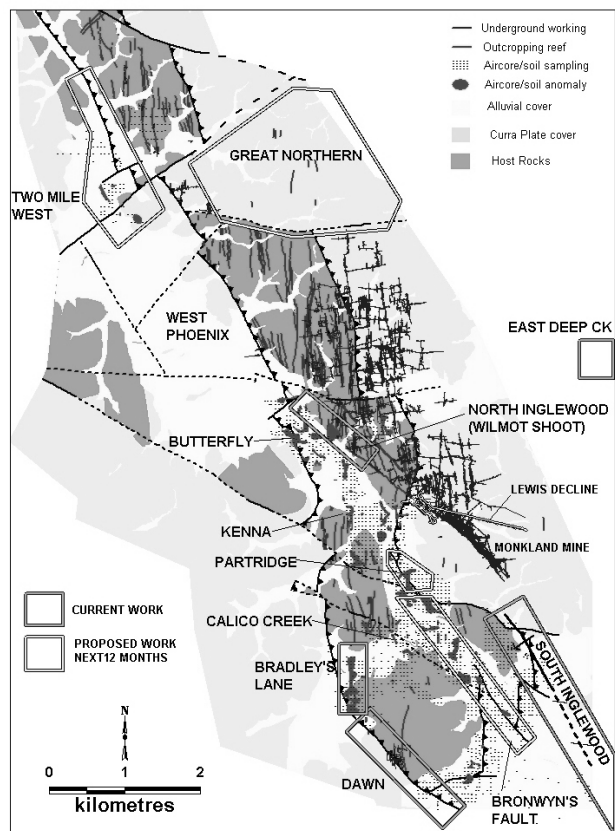
Kenna

Four holes have been drilled to test a Wylly / Partridge-like prospect to the north of Partridge where a previous scout hole returned 1.0m at 19.4g/t.

Assay results for the hole G290, which intersected a 1.9m wide mineralised zone, including quartz galena and some visible gold from 163m depth included an intercept of 0.85m at 20.7g/t.

Two Mile

Hole G296 tested a soil anomaly at the northern end of the Two Mile prospect. The hole intersected a substantial thickness of carbonaceous beds in the top conglomerate. Assay results are awaited.



Extension Drilling

The intersections in the Ellen Harkins shale at North Inglewood demonstrate the potential for extensions to mineralisation at the Monkland Mine and this will be further tested by drilling from the surface and underground during the fourth quarter of 2005.

Production

GEM

Gold production at Gympie Gold Mine was steady with 4,747 oz produced from 22,900t of ore during the September quarter. As all gold production is unhedged, gold production is benefiting fully from the recent increase in the A\$ gold price.

Norton Gold Fields Limited

A heads of agreement has been signed with Norton Gold Fields for the toll treatment of a parcel of 3,500 tonnes of ore. It is anticipated that processing will commence in December 2005. In the event that this is of mutual benefit to both parties then it is anticipated that toll treatment of ore will take place monthly.

Competent Persons' Statement:

References to exploration results and mineralisation in relation to Gympie Eldorado were reviewed by Anthony Woodward, M.Sc BSc (Hons) Geology who is a member of the Australian Institute of Geoscientists and the Australian Institute of Mining and Metallurgy, and is a full time employee of Gympie Eldorado Mining Pty Limited, with not less than five years experience in the relevant fields. Mr Woodward has consented to the inclusion of the information in this announcement in the form and context in which it appears.

19 October 2005

For further information, contact:

Michael Hulmes
Managing Director
Mobile: +61 (0)417 966 068
Telephone: +61 2 9264 5515

E-mail: mh@buka.com.au

BUKA GOLD LIMITED

ASX ANNOUNCEMENT, 16 DECEMBER 2005

EXPLORATION AND OPERATIONS UPDATE

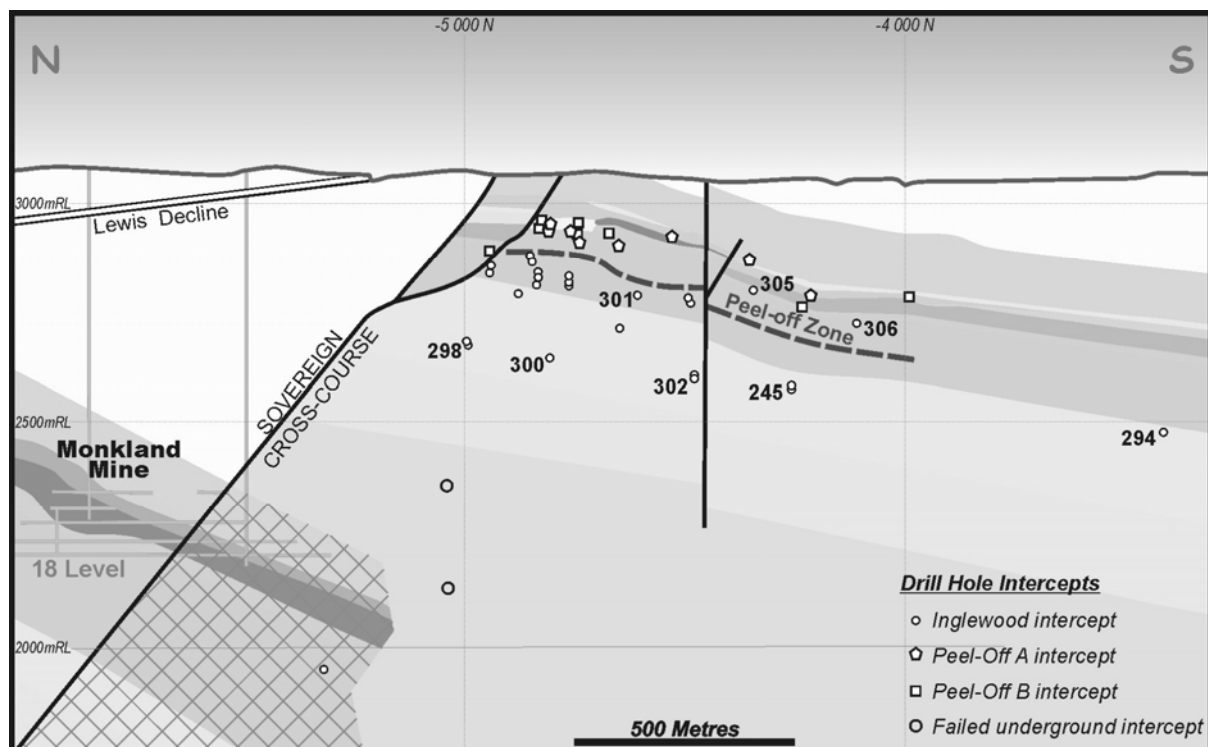
- Exploration at South Inglewood has defined nearly two kilometres of strike length on the Inglewood Structure.
- Follow-up drilling to commence on Peel-Off zone at South Inglewood.
- Difficult operating conditions in the Monkland mine have resulted in operating losses. A review of future mining options is being carried out.

Exploration

Two contract drill rigs have continued surface exploration activities with one rig devoted exclusively to the South Inglewood prospect, while the other rig tested targets to the north of the Monkland mine.

The drilling at South Inglewood was planned to test the Inglewood structure at depth at intervals of 200 metres along strike. The drilling has extended the prospective strike length of the mineralised Inglewood structure, considered to be the feeder structure for most of the gold produced from the Gympie goldfield, to nearly two kilometres. The structure has been intersected in all holes drilled in this programme.

Figure 1: South Inglewood – Long Section



Assay data is incomplete because of processing delays at the laboratory. However a number of the holes have intersected quartz veining with visible gold confirming the prospectivity of the structures at South Inglewood. Significant intersections include:

Hole	From (m)	Interval (m)	Au (g/t)	Comment
G300	166.6	0.12	12.95	Quartz vein with visible gold
G300	473.6	3.70	2.32	Inglewood structure with 21% quartz
G301	527.1	0.70	3.36	Quartz vein with visible gold

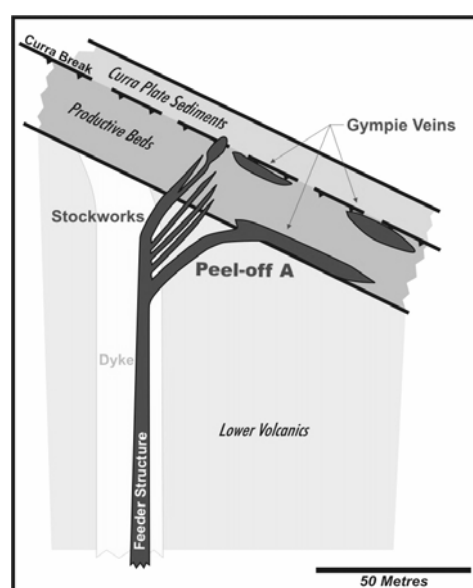
- Intervals are estimated true widths.
- Halved HQ core samples were analysed by 50g Fire Assay (AAS) or by Screen Fire Assay (AAS) on 1kg splits of 0.25m-0.5m samples if coarse gold was present.

The next drilling target at South Inglewood will be infill drilling of the Peel-Off A zone (see Figure 2) above the Inglewood structure in which several promising intercepts were made in earlier drilling. Significant intercepts are shown below:

Hole	From (m)	Interval (m)	Au (g/t)	Comment
GOP044	46.0	0.71	8.02	Quartz vein
G219	136.0	10.8	3.91	Stockwork with visible gold
G224	193.0	1.93	3.74	Quartz-dolerite structure with visible gold
G245	299.8	1.67	4.88	Quartz veining with visible gold

- Intervals are estimated true widths and grades are weighted mean grades.
- No top-cuts were applied when compiling interval grades.
- Halved HQ core samples were analysed by 50g Fire Assay (AAS) or by Screen Fire Assay (AAS) on 1kg splits of 0.25m-0.5m samples if coarse gold was present.
- Hole GOP044 was a reverse circulation hole and minimum sample intervals were 1m. Approximately 3kg splits of each sampled interval was analysed for gold by 50g Fire Assay (AAS).

Figure 2: Mineralisation Styles



Operations

Monkland Mine

Mine operations in the past three months have been problematic. Equipment failures, a restricted number of working areas and ground control problems have contributed to below planned ore tonnages being produced. The mine head grade has been adversely affected by stope dilution and this is below plan. As a result of these factors, the mine has incurred operating losses (EBITDA from unaudited management accounts) of \$0.9 million in the period from September to November. A review of operations for the future is currently underway and is expected to be completed in coming weeks.

With drilling at South Inglewood (and second phase drilling at Partridge and Wilmot) not having yet generated a mineable target and in order to avoid exposure to potential further cash outflows, this

review will include evaluation of a substantial restructuring of the Monkland operations. This will focus on mining the deeper, high grade orebodies. Regrettably, this would involve retrenchment of the majority of the current workforce. It is estimated that this would incur a cost of approximately \$2.3 million.

Toll Treatment

Toll treatment of ore from Norton Gold Fields' Norton mine began earlier this month. The initial programme will treat a parcel of approximately 3,000 tonnes of gold-bearing ore. If successful, further batches will be treated in 2006.

Competent Persons' Statement:

The information in this report that relates to exploration results is based on information compiled by Mr Anthony Woodward, who is a Member of the Australian Institute of Scientists and the Australasian Institute of Mining and Metallurgy. Mr Woodward is a full-time employee of Gympie Eldorado Mining Pty Ltd. Mr Woodward has sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity which he is undertaking to qualify as a Competent Person as defined in the 2004 Edition of the "Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves". Mr Woodward consents to the inclusion in this report of the matters based on his information in the form and context in which it appears.

For further information, contact:

Michael Hulmes
Managing Director
Mobile: +61 (0)417 966 068
Telephone: +61 (0)2 9264 5515

E-mail: mh@buka.com.au

BUKA GOLD LIMITED

ASX ANNOUNCEMENT, 16 JANUARY 2006

EXPLORATION AND OPERATIONS UPDATE

- **Outcome of operations review:**
 - mining operations restructured to improve productivity;
 - Museum block production to wind down over next two months;
 - future operations likely to be based on selective mining of small tonnage, high grade orebodies.
- **Exploration continues at South Inglewood with drilling targeting the upper levels of the Inglewood structure.**
- **Strategy remains the development of a diversified Australian gold business from the Gympie goldfield base.**

OPERATIONS

Operations Review Outcomes

Buka Gold announced on 16 December 2005 that following operating losses at the Gympie mine in the period to November 2005 and particularly in that month, a review of operations was being conducted.

The review has to date resulted in a range of actions, with measures implemented to date including the retrenchment of seventeen employees (and six contractors), the movement of underground operations from the SG2 shaft to the Lewis decline to allow de-commissioning of that shaft, changes to a number of rosters, management restructuring and changes to stoping methods to address the dilution issues which became evident in November and December as narrower orebody widths were encountered.

The review has concluded that the preferred ongoing operating regime will be based on a significantly smaller, but profitable operation that will target smaller tonnages of higher grade material. Selective mining trials have commenced on two levels and this will continue with a view to extending the practice to other orebodies if successful. Further information on ongoing operations will be provided as decisions are made.

Underground development in the Museum orebody has been suspended as the deeper parts of that orebody are considered unlikely to generate a positive cash flow at this time. Stopping operations continue on previously developed ore bodies and the productivity of mining operations has increased significantly as a result of the changes implemented. It is expected that the Museum orebody will be depleted by mid-February 2006 and that further retrenchments will take place as a consequence of this. The number of retrenchments will depend upon the success of the mining trials referred to above.

The December operating result was a significant improvement on the November outcome, with unaudited management accounts showing an EBITDA loss of less than \$100,000.

Mr Jason Keily has been appointed to the role of General Manager at Gympie, effective 20 December 2005. Between 2002 and 2004 Mr Keily held the position of Underground Manager at Gympie. More recently, Mr Keily has been Manager Mining at Placer Dome's Kanowna Belle operations. His

familiarity with the Gympie operations has greatly assisted the current review and the timely implementation of its outcomes.

The review process is an ongoing one and management is currently evaluating further opportunities to improve the performance of the Gympie operations.

Toll Treatment

Toll treatment of an initial batch of ore from Norton Gold Fields' Norton mine was undertaken in December. The initial programme treated a parcel of 2,700 tonnes of ore. Buka Gold received total revenue (including revenue from Buka Gold's share of gold production) of \$97,000, providing a margin over processing costs. Discussions with Norton Gold Fields over the treatment of further parcels of ore are ongoing.

REVIEW OF EXPLORATION ACTIVITIES

Buka Gold's prospectus, issued in August 2005, identified a number of exploration targets in the 100%-owned Gympie goldfield, which ranks high among Australia's historically significant goldfields. These included both targets which offered potential for near-term production upon the anticipated exhaustion of the Monkland operations, as well as targets with longer term potential.

Exploration and review activities since August 2005 have resulted in the following updates:

i) South Inglewood

Initial drilling in 2002/03 identified the South Inglewood prospect as the postulated southern extension of the Monkland mine sequence, with recorded production of more than two million ounces from the Monkland block. Further drilling in 2005 confirmed this theory and identified two kilometres of strike length of the Inglewood lode south of the previously mined orebodies. Results to date indicate that the most prospective zone for economic mineralization is in the upper levels of the structure, beneath the Curra Break, where previous drilling has intersected peel-off structures, stockworks and Gympie veins with visible gold in quartz. Historically, zones analogous to these have been responsible for most of the gold produced in the field. Drilling to test two areas, each with 300 metres strike length, in this zone commenced in mid December. Results are awaited.

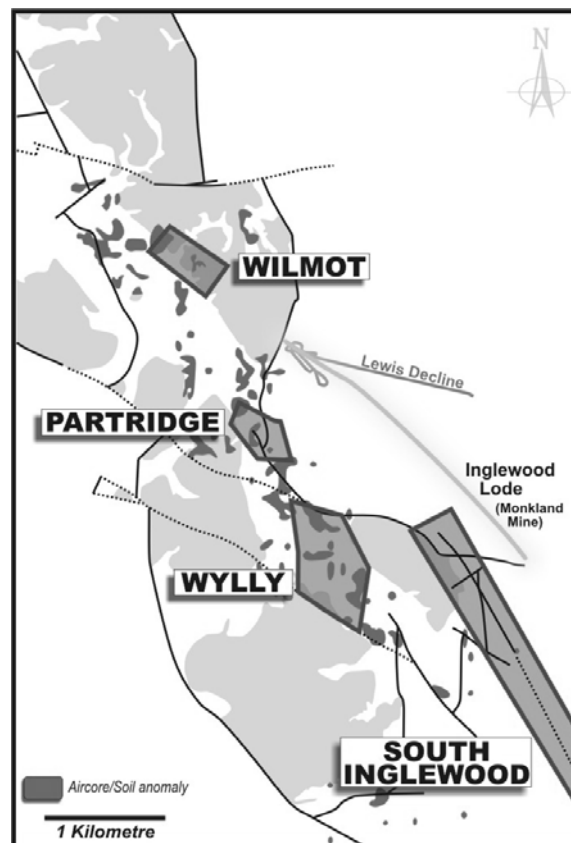
The Inglewood lode has been intersected regularly by drilling at depths of up to 450 metres below surface but has not yet provided indications of an economic resource with results from the final three holes of the recent programme (G302, 305 and 306) returning no significant gold values. (Refer Attachment 1.) Nonetheless, there remains substantial untested potential both below and to the south of current drilling and future exploration programmes aimed at testing this potential are being planned.

ii) Wilmot

Wilmot, and the Butterfly prospect to the north, where a large gold-in-soil anomaly exists, remain highly prospective. Recent drilling has highlighted the complex geometry of the Monkland mine sequence in this area, where the Inglewood fault intercepts the regionally significant Bronwyn's Fault and further work is required.

iii) Partridge, Wyllly and Kenna

A review of previous exploration and second round drilling at each of these prospects in mid-2005 has confirmed the presence of discrete high grade gold deposits at each location. The size of the deposits is unlikely to justify the significant investment that would be required to extend the existing Lewis decline in order to access this mineralisation. Other possible means of exploiting these deposits are under consideration.



iv) General

Exploration over the past six months has highlighted both the prospectivity and complexity of the Gympie goldfield. While some prospects with potential for early mining have been downgraded, the potential of the field to host a number of economic gold deposits remains. Future programmes are aimed at both near-term production targets and larger, longer term mining prospects.

v) Resources and Reserves

No formal resource/reserve calculation has been completed since the issue of the company's prospectus. The next calculation will be included in the 30 June 2006 annual report. Presently it is anticipated that the combination of depletion through production and drilling to date will have resulted in a significant reduction in both resources and reserves.

ONGOING STRATEGY

Buka Gold issued its IPO prospectus in August 2005 with the dual objectives of realising the value in the historically important Gympie goldfield and participating in the expected consolidation of the Australian gold industry with the aim of building a company of sufficient scale to attract institutional shareholders. These remain our objectives.

The Gympie goldfield remains highly prospective and recent work has continued to highlight the potential of the area south of the existing mine infrastructure to host major gold deposits like those seen in the Monkland block. Current exploration programmes are testing this hypothesis, in addition to testing other targets of this historically prolific goldfield.

Further, the Australian gold industry remains populated largely by single mine/project companies which lack the scale to be appealing to institutional investors. Buka Gold's board has examined a number of potential consolidation transactions since listing and will continue to pursue opportunities to build a substantial gold business in and outside Australia. The recently announced proposed merger of Buka Gold's parent company, Buka Minerals Limited, with Greenwich Resources plc and Danae Resources NL, is expected to increase the scale and range of potential transactions.

Competent Persons' Statement:

The information in this report that relates to exploration results is based on information compiled by Mr Anthony Woodward, who is a Member of the Australian Institute of Scientists and the Australasian Institute of Mining and Metallurgy. Mr Woodward is a full-time employee of Gympie Eldorado Mining Pty Ltd. Mr Woodward has sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity which he is undertaking to qualify as a Competent Person as defined in the 2004 Edition of the "Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves". Mr Woodward consents to the inclusion in this report of the matters based on his information in the form and context in which it appears.

For further information, contact:

Michael Hulmes
Managing Director
Mobile: +61 (0)417 966 068
Telephone: +61 (0)2 9264 5515
E-mail: mh@buka.com.au

SOUTH INGLEWOOD – RECENT DRILLING RESULTS

A programme of six holes was recently completed at South Inglewood, intersecting the Inglewood structure below the peel-off zone. Results are as follows:

Hole	Northing	Easting	Azimuth	Dip	From (m)	Interval (m)	Au (g/t)	Comment
G298	7098839	469164	46	-68	413.9	2.98	0.40	Inglewood structure
G300	7098576	469244	32	-62	166.6	0.12	12.95	Quartz vein with visible gold
G300	7098576	469244	32	-62	473.6	3.70	1.07*	Inglewood structure with 21% quartz
G301	7098473	469414	33	-55	334.8	1.84	0.22	Inglewood structure
G301	7098473	469414	33	-55	527.1	0.70	3.36	Quartz vein with visible gold
G302	7098302	469381	39	-60	507.6	6.38	0.29	Inglewood structure with 7% quartz
G305	7098613	469316	34	-75	260.1	1.99	0.11	Inglewood structure with 13% quartz
G306	7097971	469733	6	-56	-	-	-	Assay results awaited

5. Intervals are estimated true widths.
 6. Assay results are weighted mean over sampled intervals.
 7. Halved HQ core samples were analysed by 50g Fire Assay (AAS) or by Screen Fire Assay (AAS) on 1kg splits of 0.25m-0.5m samples if coarse gold was present.
- * Previously incorrectly reported as 2.32g/t.

BUKA SHARE TRANSFER & ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971) (Greenwich) to acquire all of your ordinary shares in Buka Minerals Limited (ABN 25 000 741 373) (Buka)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below to ensure they are correct

Name and address
Form 1

Number of ordinary shares in Buka you hold	XXXXXXX
HIN / SRN	XXXXXXXXXX
Sub-register	XXXXXXXXXX

STEP 2 – For Issuer Sponsored Holdings

If your Buka Shares are held on the Issuer Sponsored Sub-register (see "Sub-register" above) or if at the time of your acceptance you are entitled to be (but are not yet) registered as holder of your Buka Shares, to accept the Offer you must **sign below** and **return this form**.

OFFER CONSIDERATION
6.21 Greenwich Shares for each Buka Share held by you
No. of Greenwich shares
XXXXXXX

STEP 3 – For CHESS Holdings only

If your Buka Shares are held on the CHESS Sub-register (see "Sub-register" above) to accept the Offer you can either:

- Contact your Controlling Participant – normally your broker – and instruct them to accept the Offer on your behalf; (If you do that, you do not need to complete and return this Transfer & Acceptance Form) **OR**
- If you want Greenwich to contact your Controlling Participant on your behalf, write their details here and sign and return this form. By doing so you authorise Greenwich to instruct your Controlling Participant to initiate acceptance of the Offer and to take all other steps necessary to cause acceptance of the Offer in accordance with the ASTC Settlement Rules.

BROKER DETAILS (CHESS HOLDINGS ONLY)	
Your Broker's Name:	
Your Broker's Address:	
Your Broker's Telephone Number:	

STEP 4 – To receive Certificated shares only

Mark this box **only** if you wish to receive a certificated holding (shares held and tradable on the London Stock Exchange) rather than receiving an uncertificated holding (shares held as CUFS and tradable on the Australian Stock Exchange).
For further information refer to section 7.13 of the Greenwich Bidders Statement.

☐

STEP 5 – Sign as indicated below

Sign the form as indicated below and return this form. You must ensure that this form is received by Registries Ltd in sufficient time before the end of the Offer Period to enable Registries Ltd to instruct your Controlling Participant to effect acceptance of the Offer on CHESS during business hours.

I/We, the securityholder(s) named above, being the holder(s) of the ordinary shares in Buka above:

- (1) ACCEPT the Offer in respect of **ALL** of my/our Buka Shares as set out above and apply for any Greenwich Shares to be issued to me under the Offer or to receive any cash under the Offer;
- (2) TRANSFER the Buka Shares to Greenwich (subject to the Offer being declared free from the conditions in Section 15, Part 1, Paragraph 15.11 and Section 15, Part 4 of the Bidder's Statement or those conditions being fulfilled).
- (3) AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Transfer & Acceptance Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Buka Shares to Greenwich and
- (4) AGREE to be bound by the Greenwich Memorandum & Articles of Association and the terms and conditions of the Offer set out in Section 15, Part 1 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

Securityholder 2

Securityholder 3

--

Sole Director and Sole Company Secretary

--

Director

--

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ___/___/2006

Telephone number: _____

Your acceptance must be received **BEFORE** the Offer closes. If the Transfer & Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

Issuer Sponsored Holdings

(as indicated by "Issuer Sponsored" appearing next to "Sub-register" on this Transfer & Acceptance Form)

If your Buka Shares are in an Issuer Sponsored Holding, or if you are not yet registered as the holder of your Buka Shares, then to accept the Offer, **you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.**

CHESS Holdings

(as indicated by "CHESS" appearing next to "Sub-register" on this Transfer & Acceptance Form)

If your Buka Shares are in a CHESS Holding, you do not need to complete and return this Transfer & Acceptance Form to accept the Offer. You can contact your Controlling Participant and instruct them to accept the Offer on your behalf. If you decide to use this Transfer & Acceptance Form, follow the instructions below:

It is the responsibility of the eligible securityholder to allow sufficient time for their stockbroker or CHESS Controlling Participant to initiate acceptance on their behalf in accordance with ASTC Settlement Rule 14.14. However, if you elect to accept the Offer using this Transfer & Acceptance Form, you must ensure that this form is received in sufficient time before the end of the Offer Period to enable us to instruct your Controlling Participant to effect acceptance on CHESS during business hours.

Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Buka registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Buka Shares** – if you have sold all your Buka Shares, please send this form and your Bidder's Statement to the stockbroker who acted on your behalf.
- Recently bought or sold Buka Shares** – if you have recently bought or sold any Buka Shares, your holding may differ from that shown on the front of this form. If so, please alter the number of Buka Shares shown as your registered holding on the front of this form to the number of Buka Shares you now hold (including any Buka Shares of which you are entitled to become registered as holder), initial the alteration and indicate the name of the stockbroker who acted for you.

If you sign and return this Transfer & Acceptance Form to the Share Registrar you warrant to Greenwich that at the time of acceptance, and the time the transfer of your Buka Shares to Greenwich is registered:

- all your Buka Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Buka Shares to Greenwich;
- your Buka Shares do not comprise a Foreign Holding, unless otherwise stated in this Transfer & Acceptance Form; and
- unless you have notified Greenwich in accordance with Section 15, Part 1, Paragraph 15.3 of the Bidder's Statement, your Buka Shares do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Buka Minerals Limited Offer
Reply Paid 67
Royal Exchange NSW 1224

Delivery in person

Registries Limited
Buka Minerals Limited Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in this Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.

BUKA TRANCHE 1 OPTION TRANSFER & ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc” (incorporated and registered in England and Wales under number 1862971)(Greenwich) to acquire all of your Tranche 1 Options in Buka Minerals Limited (ABN 25 000 741 373) (Buka)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below

Name and address

Form 2

Number of Buka
Tranche 1 Options you
hold XXXXXXXX

Reference Number XXXXXXXXXXXX

OFFER CONSIDERATION	
2.94 Greenwich Class A Options and £0.0294 cash (payable on exercise) for each Buka Tranche 1 Option held by you	
Class A Options	Cash Consideration
XXXXX	XXXXX

Step 2

Sign the form as indicated below and return this form. You must ensure that this form is received by Registries Ltd before the end of the Offer Period.

I/We, the securityholder(s) named above, being the holder(s) of the Buka Tranche 1 Options above:

- (1) ACCEPT the Offer in respect of **ALL** of my/our Buka Tranche 1 Options as set out above and apply for any Greenwich Class A Options to be issued to me under the Offer and to receive any cash under the Offer;
- (2) TRANSFER the Buka Tranche 1 Options to Greenwich (subject to the Offer being declared free from the conditions in Section 15, Part 2, Paragraph 15.9 and Section 15, Part 4 of the Bidder's Statement or those conditions being fulfilled);
- (3) AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Transfer & Acceptance Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Buka Tranche 1 Options to Greenwich; and
- (4) AGREE to be bound by the Greenwich Memorandum & Articles of Association, the rules of the Greenwich Class A Option Scheme and the terms and conditions of the Offer set out in Section 15, Part 2 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

Securityholder 2

Securityholder 3

--

Sole Director and Sole Company Secretary

--

Director

--

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ____ / ____ /2006

Telephone number:

Your acceptance must be received BEFORE the Offer closes. If the Transfer & Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

1. Acceptance of the Offer

To accept the Offer, you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.

2. Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Buka registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Buka Tranche 1 Options** – if you have sold all your Buka Tranche 1 Options, please send this form and your Bidder's Statement to the buyer.
- Recently bought or sold Buka Tranche 1 Options** – if you have recently bought or sold any Buka Tranche 1 Options, your holding may differ from that shown on the front of this form. If so, please alter the number of Buka Tranche 1 Options shown as your registered holding on the front of this form to the number of Buka Tranche 1 Options you now hold (including any Buka Tranche 1 Options of which you are entitled to become registered as holder) and initial the alteration.

If you sign and return this Transfer & Acceptance Form you warrant to Greenwich that at the time of acceptance, and the time the transfer of Buka Tranche 1 Options to Greenwich is registered:

- Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Buka Tranche 1 Options to Greenwich;
- your Buka Tranche 1 Options do not comprise a Foreign Holding; and
- unless you have notified Greenwich in accordance with Section 15, Part 2, Paragraph 15.3 of the Bidder's Statement, your Buka Tranche 1 Options do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Transfer & Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Buka Minerals Limited Offer
Reply Paid 67
Royal Exchange NSW 1224

Delivery in person

Registries Limited
Buka Minerals Limited Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in this Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.

BUKA TRANCHE 2 OPTION TRANSFER & ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971)(Greenwich) to acquire all of your Tranche 2 Options in Buka Minerals Limited (ABN 25 000 741 373) (Buka)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below

Name and address
Form 3

Number of Buka Tranche 2 Options you hold	xxxxxxx
Reference Number	xxxxxxxxxx

OFFER CONSIDERATION

5.65 Greenwich Class B Options for each Buka Tranche 2 Option held by you

No of Greenwich Class B Options

XXXXX

Step 2

Sign the form as indicated below and return this form. You must ensure that this form is received by Registries Ltd before the end of the Offer Period.

I/We, the securityholder(s) named above, being the holder(s) of the Tranche 2 Options above:

- (1) ACCEPT the Offer in respect of **ALL** of my/our Buka Tranche 2 Options as set out above and apply for any Greenwich Class B Options to be issued to me under the Offer;
- (2) TRANSFER the Buka Tranche 2 Options to Greenwich (subject to the Offer being declared free from the conditions in Section 15, Part 3, Paragraph 15.9 and Section 15, Part 4 of the Bidder's Statement or those conditions being fulfilled);
- (3) AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Transfer & Acceptance Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Buka Tranche 2 Options to Greenwich; and
- (4) AGREE to be bound by the Greenwich Memorandum & Articles of Association, the rules of the Greenwich Class B Options Scheme and the terms and conditions of the Offer set out in Section 15, Part 3 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

Securityholder 2

Securityholder 3

--

Sole Director and Sole Company Secretary

--

Director

--

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ____/____/2006

Telephone number: _____

Your acceptance must be received BEFORE the Offer closes. If the Transfer & Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

1. Acceptance of the Offer

To accept the Offer, you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.

2. Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Buka registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Buka Tranche 2 Options** – if you have sold all your Buka Tranche 2 Options, please send this form and your Bidder's Statement to the buyer.
- Recently bought or sold Buka Tranche 2 Options** – if you have recently bought or sold any Buka Tranche 2 Options, your holding may differ from that shown on the front of this form. If so, please alter the number of Buka Tranche 2 Options shown as your registered holding on the front of this form to the number of Buka Tranche 2 Options you now hold (including any Buka Tranche 2 Options of which you are entitled to become registered as holder) and initial the alteration.

If you sign and return this Transfer & Acceptance Form you warrant to Greenwich that at the time of acceptance, and the time the transfer of your Buka Tranche 2 Options to Greenwich is registered:

- Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Buka Tranche 2 Options to Greenwich;
- your Buka Tranche 2 Options do not comprise a Foreign Holding; and
- unless you have notified Greenwich in accordance with Section 15, Part 3, Paragraph 15.3 of the Bidder's Statement, your Buka Tranche 2 Options do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Transfer & Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Buka Minerals Limited Offer
Reply Paid 67
Royal Exchange NSW 1224

Delivery in person

Registries Limited
Buka Minerals Limited Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in this Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.

DANAE CLASS A PREFERENCE SHARE TRANSFER & ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971)(Greenwich) to acquire all of your Class A Preference Shares in Danae Resources NL (ABN 11 009 173 880) (Danae)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below

Name and address
Form 5

Number of Danae Class A Preference Shares you hold XXXXXXXX

Reference Number XXXXXXXXXXXX

OFFER CONSIDERATION	
16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares for each Danae Class A Preference Share held by you	
Shares	Convertible Preference Shares
XXXXX	XXXXX

STEP 2 – To receive Certificated ordinary shares only

Mark this box **only** if you wish to receive a certificated holding (ordinary shares held and tradable on the London Stock Exchange) rather than receiving an uncertificated holding (ordinary shares held as CUFS and tradable on the Australian Stock Exchange).
For further information refer to section 7.13 of the Greenwich Bidders Statement.

☐

Step 3

Sign the form as indicated below and return this form. You must ensure that this form is received by Registries Ltd before the end of the Offer Period.

I/We, the securityholder(s) named above, being the holder(s) of the Class A Preference Shares shown above:

- ACCEPT the Offer in respect of **ALL** of my/our Danae Class A Preference Shares as set out above and apply for any Greenwich Shares and Greenwich Convertible Preference Shares to be issued to me under the Offer;
- TRANSFER the Danae Class A Preference Shares to Greenwich (subject to the Offer being declared free from the conditions in Section 16, Part 2, Paragraph 16.10 and Section 16, Part 5 of the Bidder's Statement or those conditions being fulfilled);
- AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Transfer & Acceptance Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Danae Class A Preference Shares to Greenwich; and
- AGREE to be bound by the Greenwich Memorandum & Articles of Association and the terms and conditions of the Offer set out in Section 16, Part 2 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

Securityholder 2

Securityholder 3

Sole Director and Sole Company Secretary

Director

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ____/____/2006

Telephone number: _____

Your acceptance must be received **BEFORE** the Offer closes. If the Acceptance & Transfer Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

Acceptance of the Offer

To accept the Offer, you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.

Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Buka registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Danae Class A Preference Shares** – if you have sold all your Danae Class A Preference Shares, please send this form and your Bidder's Statement to the buyer.
- Recently bought or sold Danae Class A Preference Shares** – if you have recently bought or sold any Danae Class A Preference Shares, your holding may differ from that shown on the front of this form. If so, please alter the number of Danae Class A Preference Shares shown as your registered holding on the front of this form to the number of Danae Class A Preference Shares you now hold (including any Danae Class A Preference Shares of which you are entitled to become registered as holder) and initial the alteration.

If you sign and return this Transfer & Acceptance Form you warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Class A Preference Shares to Greenwich is registered:

- all your Danae Class A Preference Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Class A Preference Shares to Greenwich; and
- unless you have notified Greenwich in accordance with Section 16, Part 2, Paragraph 16.3 of the Bidder's Statement, your Danae Class A Preference Shares do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Transfer & Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Danae Resources NL Offer
Reply Paid 67
Royal Exchange NSW 1223

Delivery in person

Registries Limited
Danae Resources NL Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in this Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.

DANAE CLASS B PREFERENCE SHARE TRANSFER & ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971)(Greenwich) to acquire all of your Class B Preference Shares in Danae Resources NL (ABN 11 009 173 880)(Danae)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below

Name and address
Form 6

Number of Danae
Class B Preference
Shares you hold XXXXXXXX

Reference Number XXXXXXXXXXXX

OFFER CONSIDERATION	
16.70 Greenwich Shares and 4.18 Greenwich Convertible Preference Shares for each Danae Class B Preference Share held by you	
Shares	Convertible Preference Shares
XXXXXX	XXXXXX

STEP 2 – To receive Certificated ordinary shares only

Mark this box **only** if you wish to receive a certificated holding (ordinary shares held and tradable on the London Stock Exchange) rather than receiving an uncertificated holding (ordinary shares held as CUFS and tradable on the Australian Stock Exchange).

For further information refer to section 7.13 of the Greenwich Bidders Statement.

☐

Step 3

Sign the form as indicated below and return this form. You must ensure that this form is received by Registries Ltd before the end of the Offer Period.

I/We, the securityholder(s) named above, being the holder(s) of the Class B Preference Shares in Danae shown above:

- (1) ACCEPT the Offer in respect of **ALL** of my/our Danae Class B Preference Shares as set out above and apply for any Greenwich Shares and Greenwich Convertible Preference Shares to be issued to me under the Offer;
- (2) TRANSFER the Danae Class B Preference Shares to Greenwich (subject to the Offer being declared free from the conditions in Danae Class B Preference Shares are in Section 16, Part 3, Paragraph 16.10 and Section 16, Part 5 of the Bidder's Statement or those conditions being fulfilled);
- (3) AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Transfer & Acceptance Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Danae Class B Preference Shares to Greenwich; and
- (4) AGREE to be bound by the Greenwich Memorandum & Articles of Association and the terms and conditions of the Offer set out in Section 16, Part 3 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

Securityholder 2

Securityholder 3

--

Sole Director and Sole Company
Secretary

--

Director

--

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ____/____/2006

Telephone number:_____

Your acceptance must be received **BEFORE** the Offer closes. If the Transfer & Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

Acceptance of the Offer

To accept the Offer, you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.

Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Buka registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Danae Class B Preference Shares** – if you have sold all your Danae Class B Preference Shares, please send this form and your Bidder's Statement to the buyer.
- Recently bought or sold Danae Class B Preference Shares** – if you have recently bought or sold any Danae Class B Preference Shares, your holding may differ from that shown on the front of this form. If so, please alter the number of Danae Class B Preference Shares shown as your registered holding on the front of this form to the number of Danae Class B Preference Shares you now hold (including any Danae Class B Preference Shares of which you are entitled to become registered as holder) and initial the alteration.

If you sign and return this Transfer & Acceptance Form you warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Class B Preference Shares to Greenwich is registered:

- all your Danae Class B Preference Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
- that you have full power and capacity to accept this offer and to sell and transfer the legal and beneficial ownership in those Danae Class B Preference Shares to Greenwich; and
- unless you have notified Greenwich in accordance with Section 16, Part 3, Paragraph 16.3 of the Bidder's Statement, your Danae Class B Preference Shares do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Transfer & Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Danae Resources NL Offer
Reply Paid 67
Royal Exchange NSW 1223

Delivery in person

Registries Limited
Danae Resources NL Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in the Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.

DANAE OPTIONS ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971)(Greenwich) to acquire all of your Options in Danae Resources NL (ABN 11 009 173 880) (Danae)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below

Name and address
Form 7

Number of Danae Options you hold	xxxxxxx
Reference Number	xxxxxxxxxx

OFFER CONSIDERATION

A\$0.00001 cash for each Danae Option held by you

Cash Consideration

XXXXX

Step 2

Sign as indicated below and return this form. You must ensure that this form is received by Registries Ltd before the end of the Offer Period.

I/We, the securityholder(s) named above, being the holder(s) of the Options shown above:

- (1) ACCEPT the Offer in respect of **ALL** of my/our Danae Options as set out above and apply to receive any cash under the Offer;
- (2) TRANSFER the Danae Options to Greenwich (subject to the Offer being declared free from the conditions in Section 16, Part 4, Paragraph 16.9 and Section 16, Part 5 of the Bidder's Statement or those conditions being fulfilled);
- (3) AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Acceptance & Transfer Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Danae Options to Greenwich; and
- (4) AGREE to be bound by the terms and conditions of the Offer set out in Section 16, Part 4 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

--

Sole Director and Sole Company Secretary

Securityholder 2

--

Director

Securityholder 3

--

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ____/____/2006

Telephone number: _____

Your acceptance must be received BEFORE the Offer closes. If the Transfer & Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

1. Acceptance of the Offer

To accept the Offer, you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.

2. Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Buka registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Danae Options** if you have sold all your Danae Options, please send this form and your Bidder's Statement to the buyer.
- Recently bought or sold Danae Options** – if you have recently bought or sold any Danae Options, your holding may differ from that shown on the front of this form. If so, please alter the number of Danae Options as your registered holding on the front of this form to the number of Danae Options you now hold (including any Danae Options of which you are entitled to become registered as holder) and initial the alteration.

If you sign and return this Transfer & Acceptance Form you represent and warrant to Greenwich that at the time of acceptance and the time the transfer of your Danae Options to Greenwich is registered:

- all your Danae Options are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership in those Danae Options to Greenwich;
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Options to Greenwich; and
- unless you have notified Greenwich in accordance with Section 16, Part 4, Paragraph 16.3 of the Bidder's Statement, your Danae Options do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Transfer & Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Buka Minerals Limited Offer
Reply Paid 67
Royal Exchange NSW 1224

Delivery in person

Registries Limited
Buka Minerals Limited Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in this Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.

DANAE ORDINARY SHARE TRANSFER & ACCEPTANCE FORM

In respect of the Offer by Greenwich Resources plc (incorporated and registered in England and Wales under number 1862971)(Greenwich) to acquire all of your ordinary shares in Danae Resources NL (ABN 11 009 173 880)(Danae)

THIS IS AN IMPORTANT DOCUMENT

IF YOU DO NOT UNDERSTAND IT PLEASE CONSULT YOUR FINANCIAL OR LEGAL ADVISER IMMEDIATELY

STEP 1 – Check your details below

Name and address
Form 4

Number of ordinary shares in Danae you hold	XXXXXXX
HIN / SRN	XXXXXXXXXXXXXXXXXX
Sub-register	XXXXXXXXXXXXXXXXXX

STEP 2 – For Issuer Sponsored Holdings

If your Danae Ordinary Shares are held on the Issuer Sponsored Sub-register (see "Sub-register" above) or if at the time of your acceptance you are entitled to be (but are not yet) registered as holder of your Danae Ordinary Shares, to accept the Offer you must **sign below** and **return this form**.

OFFER CONSIDERATION
1.27 Greenwich Shares for each Danae Ordinary Share
No. of Greenwich shares
XXXXXX

STEP 3 – For CHESS Holdings only

If your Danae Ordinary Shares are held on the CHESS Sub-register (see "Sub-register" above) to accept the Offer you can either:

- Contact your Controlling Participant – normally your broker – and instruct them to accept the Offer on your behalf; (If you do that, you do not need to complete and return this Transfer & Acceptance Form) **OR**
- If you want Greenwich to contact your Controlling Participant on your behalf, write their details here and sign and return this form. By doing so you authorise Greenwich to instruct your Controlling Participant to initiate acceptance of the Offer and to take all other steps necessary to cause acceptance of the Offer in accordance with the ASTC Settlement Rules.

BROKER DETAILS (CHESS HOLDINGS ONLY)	
Your Broker's Name:	
Your Broker's Address:	
Your Broker's Telephone Number:	

STEP 4 – To receive Certificated shares only

Mark this box **only** if you wish to receive a certificated holding (shares held and tradable on the London Stock Exchange) rather than receiving an uncertificated holding (shares held as CUFS and tradable on the Australian Stock Exchange).
For further information refer to section 7.13 of the Greenwich Bidders Statement.

☐

STEP 5 – Sign as indicated below

Sign the form as indicated below and return this form. You must ensure that this form is received by Registries Ltd in sufficient time before the end of the Offer Period to enable Registries Ltd to instruct your Controlling Participant to effect acceptance of the Offer on CHESS during business hours.

I/We, the securityholder(s) named above, being the holder(s) of the ordinary shares in Danae above:

- (1) ACCEPT the Offer in respect of **ALL** of my/our Danae Ordinary Shares as set out above and apply for any Greenwich Shares to be issued to me under the Offer or to receive any cash under the Offer;
- (2) TRANSFER the Danae Ordinary Shares to Greenwich (subject to the Offer being declared free from the conditions in Section 16, Part 1, Paragraph 16.11 and Section 16, Part 5 of the Bidder's Statement or those conditions being fulfilled).
- (3) AUTHORISE Greenwich, its officers and agents to correct any errors in or omissions from this Share Acceptance and Transfer Form to make it an effective acceptance of the Offer and enable registration of the transfer of the Danae Ordinary Shares to Greenwich and
- (4) AGREE to be bound by the Greenwich Memorandum & Articles of Association and the terms and conditions of the Offer set out in Section 16, Part 1 of the Bidder's Statement.

Please refer overleaf for further instructions on how to complete this form

If this form is signed under power of attorney, the attorney declares that they have no notice of the revocation of the power of attorney.

Individual or Securityholder 1

Securityholder 2

Securityholder 3

--

Sole Director and Sole Company Secretary

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Director

--

Director/Company Secretary

Please enter your telephone number where you may be contacted during business hours

Dated ____/____/2006

Telephone number: _____

Your acceptance must be received BEFORE the Offer closes. If the Transfer & Acceptance Form is sent by mail, you may use the enclosed reply paid envelope. Your acceptance of the Offer must be received before 7.00pm (Sydney time) on 7 April 2006 (unless the Offer is withdrawn or extended).

How to complete this form and ACCEPT the Offer

Issuer Sponsored Holdings

(as indicated by "Issuer Sponsored" appearing next to "Sub-registry" on this Transfer & Acceptance Form)

If your Danae Ordinary Shares are in an Issuer Sponsored Holding, or if you are not yet registered as the holder of your Danae Ordinary Shares, then to accept the Offer, **you must fill out this Transfer & Acceptance Form overleaf and return it to one of the addresses shown below.**

CHESS Holdings

(as indicated by "CHESS" appearing next to "Sub-registry" on this Transfer & Acceptance Form)

If your Danae Ordinary Shares are in a CHESS Holding, you do not need to complete and return this Transfer & Acceptance Form to accept the Offer. You can contact your Controlling Participant and instruct them to accept the Offer on your behalf. If you decide to use this Transfer & Acceptance Form, follow the instructions below:

It is the responsibility of the eligible securityholder to allow sufficient time for their stockbroker or CHESS Controlling Participant to initiate acceptance on their behalf in accordance with ASTC Settlement Rule 14.14. However, if you elect to accept the Offer using this Transfer & Acceptance Form, you must ensure that this form is received in sufficient time before the end of the Offer Period to enable us to instruct your Controlling Participant to effect acceptance on CHESS during business hours.

Signature(s)

You must sign the form as follows in the space provided overleaf:

Joint Holding:	Where the securityholding is in more than one name all of the securityholders must sign	Deceased Estate:	All executors must sign and, if not already noted by the Danae registry, a certified copy of Probate or Letters of Administration must accompany this form
Power of Attorney:	To sign under Power of Attorney, you must attach a certified copy of the Power of Attorney to this form when you return it. By signing this form under a Power of Attorney, you will have declared that you have no notice of revocation of the power and are able to further delegate power under it under the Bidder's Statement	Companies	This form must be signed by either 2 Directors or a Director and a Company Secretary. Alternatively, where the company has a Sole Director and, pursuant to the Corporations Act 2001, there is no Company Secretary, or where the Sole Director is also the Sole Company Secretary, that Director may sign alone. Delete titles as applicable.

Additional Notes

- Sold all your Danae Ordinary Shares** – if you have sold all your Danae Shares, please send this form and your Bidder's Statement to the stockbroker who acted on your behalf.
- Recently bought or sold Danae Ordinary Shares** – if you have recently bought or sold any Danae Ordinary Shares, your holding may differ from that shown on the front of this form. If so, please alter the number of Danae Ordinary Shares shown as your registered holding on the front of this form to the number of Danae Ordinary Shares you now hold (including any Danae Ordinary Shares of which you are entitled to become registered as holder), initial the alteration and indicate the name of the stockbroker who acted for you.

If you sign and return this Transfer & Acceptance Form to the Share Registrar you warrant to Greenwich that at the time of acceptance, and the time the transfer of your Danae Ordinary Shares to Greenwich is registered:

- all your Danae Ordinary Shares are and will be fully paid up, and Greenwich will acquire good title to them and full beneficial ownership of them free from all Third Party Rights;
- that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in those Danae Ordinary Shares to Greenwich;
- your Danae Ordinary Shares do not comprise a Foreign Holding, unless otherwise stated in this Transfer & Acceptance Form; and
- unless you have notified Greenwich in accordance with Section 16, Part 1, paragraph 16.3 of the Bidder's Statement, your Danae Ordinary Shares do not consist of separate parcels.

Information you supply on this Transfer & Acceptance Form will be used by Greenwich and Registries Limited for the primary purpose of processing your acceptance of the Offer and to provide you with the consideration payable under the Offer. This information may be disclosed to Greenwich's professional advisers, securities brokers, printing and mailing providers and other third parties in connection with the Offer. If you do not supply this information, your acceptance may not be processed and you may not receive the consideration payable. You may have rights to access the personal information you have supplied. Please see Registries Limited's privacy policy on its website www.registriesltd.com.au.

If you fill out and return this Transfer & Acceptance Form by post, it will be deemed to be received in time if the envelope in which it is sent is post-marked before the end of the Offer Period. If you deliver this Transfer & Acceptance Form in person, it must be received at the delivery address shown below before the end of the Offer Period.

Postal address

Registries Limited
Danae Resources NL Offer
Reply Paid 67
Royal Exchange NSW 1223

Delivery in person

Registries Limited
Danae Resources NL Offer
Level 2, 28 Margaret Street
SYDNEY NSW 2000

By facsimile

Registries Limited
+61 2 9279 0664

If the Transfer & Acceptance Form is sent by mail, you may also use the enclosed reply paid envelope.

Terms in this Transfer & Acceptance Form have the same meaning as in the Bidder's Statement.