LUIRI GOLD LIMITED

Registration No 46884 (ABN 139 588 926)

SHAREHOLDER PROTECTION PROVISIONS CONTAINED IN COMPANY BYE-LAWS

The following provides an overview of some of the most important effects of the shareholder protection provisions contained in the Company's bye-laws. It is intended to be a non-exhaustive high-level summary only and may therefore not contain all information that is relevant to each individual Shareholder. For a comprehensive understanding of the Shareholder Protection Provisions, Shareholders are advised to read the Company Bye-laws in full.

Purpose of the Shareholder Protection Provisions

Broadly speaking, the Shareholder Protection Provisions are intended to promote, in the event of a change of control in the Company, the fair and equal treatment of all Shareholders by ensuring that:

(a) the acquisition of control over shares in the Company ("**Shares**") takes place in an efficient, competitive and informed market;

(b) Shareholders know the identity of a person proposing to acquire, are given reasonable time to consider a proposal to acquire and are given enough information to assess the merits of a proposal to acquire, a substantial interest in the Company;

(c) as far as practicable, Shareholders have a reasonable and equal opportunity to participate in any benefits accruing through a proposal to acquire a substantial interest in the Company; and

(d) in the case of a Proportional Takeover Bid, Shareholders have the opportunity to approve the bid.

Prohibitions

(a) (**Prohibitions**): The Shareholder Protection Provisions would have the effect of prohibiting a person from acquiring an interest in Shares if, due to the acquisition, the person's Relevant Interest (as defined at (b) below) (together with that of his or her associates) in Shares or voting power in the Company either:

   (i) increases from 20% or below to more than 20%; or

   (ii) increases from a starting point that is above 20% and below 90%,

   (the **Prohibitions**).

(b) (**Definition of Relevant Interest**): A person has a **Relevant Interest** for the purposes of the Shareholder Protection Provisions if they have an interest in Shares that causes or permits that person to exercise or influence (or restrain) the exercise of voting rights on Shares (whether through the giving of voting instructions or as a proxy or otherwise) or dispose or influence (or restrain) the disposal of Shares, including, inter alia, the legal ownership of a share and an interest under an option agreement to acquire a Share.

(c) (**Affiliates**): Subject to stated exceptions, the Shareholder Protection Provisions prevent Shareholders from acting in concert or dealing in Shares through 'affiliates' in order to circumvent the Prohibitions.

(d) (**Exceptions**): There are various exceptions to the Prohibitions, including circumstances in which the acquisition causing the apparent contravention of a Prohibition:

   (i) (**Takeover Bid**): results from acceptances of offers under a Takeover Bid (as defined below) or occurs on-market during the currency of a Takeover Bid (subject to specified restrictions on the form of the Takeover Bid).

   (ii) (**3% creep**): constitutes not more than a 3% creep in the voting power or Relevant Interest of the Shareholder in a rolling 6 month period.

   (iii) (**Approved by Company**): has received the prior approval of the Company in general meeting where no votes are cast in favour of the resolution by persons making the acquisition or from whom the acquisition is to be made and provided that Shareholders were given all information known to the Company or the person proposing to make the acquisition.

   (iv) (**Pro-rata offer**): is the result of a pro-rata offer of Shares to Shareholders.

   (v) (**Operation of law**): occurred by operation of law, including by way of a merger conducted in accordance with the Bermuda Act or results from a buy-back authorised under the Bermuda Act.

(e) (**Enforcement and Remedies**): In circumstances where:

   (i) one of the Prohibitions has been breached;

   (ii) the breach is continuing; and

   (iii) the Company has obtained a judgment from a competent court to that effect,

   the Shareholder Protection Provisions empower the Board, an officer of the Company or any other interested person aggrieved by a breach of the Prohibition to cause the Company to:

      (A) require, by notice in writing, that the Shareholder dispose of all or part of the Shares held in breach of the Prohibition within a specified time period;

      (B) suspend and disregard the Shareholder's exercise of all or part of the voting rights arising from the Shares; or

      (C) suspend the Shareholder's rights to receive all or part of the dividends or other distributions arising from the Shares held in breach of the Prohibition.

Takeover Bids

(a) (**Takeover Bid**): A bid for Shares that at all relevant times fulfils the purposes of the Shareholder Protection Provisions and complies with the principles set out therein is a **Takeover Bid** for the purposes of the Shareholder Protection Provisions.

(b) (**Obligations of the offeror**): Broadly, the Takeover Bid principles are as follows:

 (i) (**Shares**): An offer for Shares must be an offer to acquire all Shares or a specified proportion of all Shares, which proportion must be the same for all Shareholders.

 (ii) (**Consistency**): Subject to certain specified exceptions, all offers to Shareholders must the same.

 (iii) (**Consideration**): The consideration offered for Shares must be at least equal to consideration provided, or agreed to be provided, by the offeror during the 4 months prior to the first day of the offer period.

 (iv) (**Inducements**): The person making a Takeover Bid must not give or agree to give a benefit to a Shareholder which is likely to induce the Shareholder to accept the offer or dispose of Shares unless the benefit is offered to all Shareholders.

 (v) (**Period**): The offer must start on the date the first offer is made and continue for at least 1 month and not more than 12 months, subject to automatic extension of the offer period in certain circumstances.

 (vi) (**Conditions**): The offer must not be made subject to certain conditions, including:

  (A) maximum acceptance conditions;

  (B) conditions which discriminate between Shareholders; and

  (C) conditions whose fulfilment depends on the opinion, belief or state of mind of the offeror or the happening of an event that is in the sole control of the offeror or a person associated with the offeror.

 (vii) (**Variation**): The offer may only be varied by improving the consideration offered or extending the period of offer.

 (viii) (**Form**): Every offer must be in writing and must be dated with the date the first offer is made.

 (ix) (**Disclosure document**): An offeror must give to Shareholders (at the time of making its offer) and to Luiri and ASX (at least 14 days before making its offer) a document setting out all information known to the offeror that may be material to a Shareholder's decision as to whether or not it should accept the offer.

The offeror must update or correct this document with a supplementary document if, for example, it becomes aware that a statement in the document is misleading and deceptive or a new circumstance arises which requires disclosure. Copies must be provided to Luiri and ASX, dated with the date the supplementary document is given to ASX.

The Shareholder Protection Provisions provide that the principles summarised above are taken to be satisfied if a bid is made in compliance with, to the extent possible, Parts 6.4, 6.5, 6.6 and 6.8 of the Australian Corporations Act. The Board must act reasonably and in a timely manner in agreeing to any modifications or exemptions to these Parts of the Australian Corporations Act having regard to the purposes of the Shareholder Protection Provisions, the Takeover Bid principles described above, Australian case law and all rulings, policy and guidelines published by the Australian Securities and Investments Commission and the Australian takeovers Panel.

(c) (**Obligation of the Company**): If a Takeover Bid is made, Luiri must give to the offeror, ASX and Shareholders a document setting out:

(i) (**Material information**): all information within its knowledge that those persons and their professional advisers would reasonably expect to be included and require to make an informed assessment of whether to accept the Takeover Bid; and

(ii) (**Director recommendations**): a statement by each member of the Board making a recommendation (with reasons) regarding the Takeover Bid.

Shareholder notification obligations

(a) (**Notification of Substantial Holding**): The Shareholder Protection Provisions require a Shareholder to notify and provide certain information to the Company and the ASX within two business days of:

(i) (**5% holding**): the person beginning, or ceasing to have (together with his or her associates) a Relevant Interest in 5% or more of the total number of votes attached to Shares (**Substantial Holding**);

(ii) (**1% movement**): a movement of at least 1% in the person's Substantial Holding; or

(iii) (**Takeover Bid**): making a Takeover Bid.

(b) (**Notification of details of Relevant Interests**): The Takeovers Protection Provisions permit the Company to give a Shareholder notice requiring that Shareholder to disclose, amongst other things, full details of, and the circumstances giving rise to, their Relevant Interest. A statement responding to the Company's notice is required to be given within 2 business days of receipt of the notice.

Proportional Takeover Bids

(a) (**Approval required**): The Shareholder Protection Provisions provide that any Takeover Bid for a specified proportion of all Shares (**Proportional Takeover Bid**) may only proceed if it is approved (by a 50% majority) by a meeting of all Shareholders who are not either the offeror or associated with the offeror.

(b) (**Meeting**): The Board is required to call a meeting of those Shareholders entitled to vote on a resolution to approve a Proportional Takeover Bid. The meeting is to be called upon not less than 10 days' notice and must be held not later than 14 days prior to the end of the offer period for the Proportional Takeover Bid.

(c) (**Register transfer**) If the Proportional Takeover Bid is not approved by Shareholders, Luiri must refuse to register any transfer of Shares which purports to give effect to a takeover contract pursuant to that Proportional Takeover Bid. If the approving resolution is passed, the Proportional Takeover Bid may proceed and Luiri is not prevented from registering transfers pursuant to the Proportional Takeover Bid.

(d) (**Expiry**): The provisions governing Proportional Takeover Bids expire and will need to be renewed within 3 years of the Meeting.