



ABN 37 000 660 864

The Dominion Mining Limited Dividend Reinvestment Plan

1 Overview of the Plan

1.1 Dividend Reinvestment Plan

You may elect to have the dividends paid on some or all of your shares in Dominion Mining Limited (**Dominion**) automatically reinvested in new Dominion shares. Full details of the Plan are contained in the accompanying Rules.

1.2 Participation is entirely optional

You may join the Plan for some or all of your Shareholding, vary your participation or withdraw from the Plan by providing at least 5 Business Days prior notice.

1.3 Discount on market price

Shares are issued under the Plan at a discount of up to 5% of a weighted average market price, free from transaction costs. The actual rate of discount, if any, will be determined by the Directors at the time each dividend is declared.

1.4 Rounding

Where the issue formula results in a number that is not a whole share, then your entitlement will be rounded up to a whole share.

1.5 Shares rank equally

Shares issued under the Plan are fully paid and rank equally with existing shares.

1.6 Statement

An advice will be sent to you following each payment of a dividend which will set out your participation in the Plan. Also, at the end of the month you will receive either a CHESS or Issued Sponsored Holding Statement if there is a movement against your holding.

1.7 New shares will be quoted for trading

The Directors will apply for quotation by the ASX of the new shares issued under the Plan.

1.8 Limitations

Participation may be restricted if, in the Directors' opinion, participation would not be in the best interests of Dominion. For example, an overseas Shareholder's address is in a place where the issue may be unlawful or impracticable.

2 Questions and Answers

2.1 Who can participate

All Dominion shareholders whose registered address is in Australia or New Zealand can participate in the Plan. Participation in the Plan by shareholders with addresses in other countries will depend on the law applying at the time.

2.2 How does the DRP work?

Dividends otherwise payable on ordinary shares that participate in the DRP will be applied by the subscription for new ordinary shares in the Company on the participating shareholder's behalf. If any withholding tax is payable in respect of the dividend, or there is any other amount which the Company must retain (for example, if a shareholder does not quote a tax file number) these amounts will be deducted from the dividend and the balance will be applied in subscribing for shares.

Shares allotted under the DRP will rank equally with existing ordinary shares and participate in all dividends subsequently declared.

2.3 Are there any special conditions on participation?

No, there are no special conditions on participation.

2.4 Is participation optional?

Yes, the decision is entirely yours.

2.5 Can I participate in the Plan for only part of my holding?

Yes, you can nominate the number of shares out of your total Dominion shareholding you wish to participate in the Plan. The Directors determine the minimum participation which is currently restricted to 1,000 shares.

The amount of your dividend on the shares which you have not nominated to participate in the Plan will be paid to you in cash in the usual way.

2.6 How do I join the Plan?

Complete an Application Form and return it to the Share Registry at the following address:

Registries Limited
Level 7, 207 Kent Street
SYDNEY NSW 2000
AUSTRALIA

2.7 When will my participation begin?

It will begin with the first payment of a dividend after receipt of your Application Form, which must be received by 5.00pm (Eastern Standard Time) on the Record Date for that dividend. This is to allow sufficient time for the Application Form to be processed before shares are issued (or transferred) under the Plan in lieu of payment of the dividend in cash.

2.8 What happens if I have more than one shareholding?

You will need to lodge a separate Application Form for each separate shareholding (that is, shareholdings which are registered under different names or joint names and shareholdings which are held in Issuer or Broker Sponsored form under CHESS) and you must correctly identify the shareholding on the Form.

2.9 Can I change my participation at any time?

Yes, simply complete the Notice of Variation of Participation available from the Share Registry and forward it to:

Registries Limited
PO Box 3993,
SYDNEY NSW 2000
AUSTRALIA

The Notice will be effective from the next payment of a dividend provided that the Notice is received by 5.00pm (Eastern Standard Time) on the Record Date for that dividend.

2.10 At what price will shares be issued or transferred?

Shares will be issued (or transferred) at a discount of up to 5% of the arithmetic average of the weighted average market price of Dominion shares sold on the Australian Securities Exchange during each of the five ASX trading days commencing on (and including) the second trading day after the Record Date for determination of the relevant dividend. The Directors will determine the actual rate of discount, if any, at the time each dividend is declared.

2.11 What will it cost me to participate?

It will cost you nothing to participate in the Plan.

You will not be charged brokerage fees, commission or any other transaction costs for any issue (or transfer) of shares under the Plan.

2.12 Can I sell my shares when I choose?

Yes, you can sell any or all of your shares at any time including shares issued (or transferred) to you under the Plan. The shares sold will be automatically withdrawn from the Plan on receipt of a valid transfer in respect of those shares.

If you decide to sell all of your shares shortly before a Record Date, you should inform your stockbroker that your shares are participating in the Plan. You should also immediately send a Notice of Variation of Participation to the Share Registry advising your withdrawal from the Plan. This will avoid a further small parcel of shares being issued to you under the Plan.

2.13 What if I only sell a portion of my shares?

If you sell a part of your Dominion shareholding and do not give Dominion a Notice of Variation of Participation, the Shares which you sell will be taken to comprise:

- first, non-participating shares held by you; and
- secondly, to the extent necessary, participating shares.

2.14 What about taxation?

Under current Australian taxation law and practice, dividends reinvested under the Plan:

- are treated in the same way as cash dividends and any franked portion is not subject to Australian withholding tax; and
- in general, shares acquired under the Plan will be subject to Australian capital gains tax when they are disposed of.

Dominion takes no responsibility for the taxation liability of Shareholders. Shareholders should obtain their own independent, professional advice in relation to the tax implications of acquiring shares under the Plan.

2.15 When will I receive a statement?

After the payment of each dividend a statement will be sent to you stating:

- the number of your shares participating in the Plan;
- the dividend rate and amount which would otherwise be payable on those shares;
- the issue price (or transfer price) and number of shares issued (or transferred) under the Plan; and
- the new total number of your shares participating in the Plan.

2.16 Can the plan be modified?

The Directors may vary, suspend or terminate the Plan when they consider it appropriate or necessary.

2.17 Enquiries

If you have any questions (other than taxation) about how the Plan operates and how you can participate, please contact the Company Secretary on telephone (08) 9426 6400 or write to the Share Registry at the following address:

Registries Limited
PO Box 3993,
SYDNEY NSW 2000
AUSTRALIA



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Dividend Reinvestment Plan Rules

1 Definitions

In this Plan:

- (a) **Address** means, in respect of a Shareholder, the address which appears for that Shareholder in the Dominion register of Shareholders.
- (b) **Applicable Law** means any relevant provision of Australian law and, in relation to any Shareholder whose Address is a place other than Australia, any relevant provision of a law of that place.
- (c) **Application Form** means a notice in such form as Dominion may from time to time require by which a Shareholder may apply to become a Participant.
- (d) **Average Market Price** means the arithmetic average of the daily volume weighted average sale price of Shares traded on the ASX during each of the five trading days commencing on (and including) the second trading day after the Record Date, excluding any transaction defined in the ASX Business Rules as 'special', crossings prior to the commencement of normal trading hours, crossing during the closing phase and after hours adjust phase, any overseas trades or trades pursuant to the exercise of options over Shares, any overnight crossings and any other trades that the Board considers may not be fairly reflective of natural supply and demand.
- (e) **ASX** means ASX Limited or the Australian Securities Exchange, as the context requires.
- (f) **Constitution** means the constitution of Dominion.
- (g) **Dominion** means Dominion Mining Limited ABN37 000 660 864.
- (h) **Directors** means the directors from time to time of Dominion.
- (i) **Full Participant** means a Participant other than one who participates in the Plan in respect of a fixed number of Shares only.
- (j) **Notice of Variation of Participating** means a notice in such form as Dominion may from time to time require by which:
 - (i) a Participant may apply to vary the level of his or her participation in the Plan; or
 - (ii) a Participant may elect to terminate his or her participation in the Plan.
- (k) **Participant** means a Shareholder who has been accepted as and continues to be a participant in the Plan.

- (l) **Participating Shares** means the Shares registered in the name of a Participant which are subject to the Plan.
- (m) **Plan** means the Dominion Dividend Reinvestment Plan, as amended, modified or substituted from time to time.
- (n) **Price** means the price calculated in accordance with Rule7(d).
- (o) **Record Date** means, in relation to a dividend, the time and date Dominion specifies for lodging transfers for the purposes of identifying the persons entitled to that dividend.
- (p) **Rules** means the rules of the Plan as set out here and as amended, modified or substituted from time to time.
- (q) **Share** means a fully paid ordinary share in the capital of Dominion.
- (r) **Shareholder** means a person in whose name Shares are registered.

2 Eligibility

- (a) Subject to this Rule 2 and Rule 3(b), any Shareholder is eligible to participate in the Plan.
- (b) The Directors may at any time exclude a Shareholder from participating in the Plan if they consider that, for any reason, participation by that Shareholder would not be in the best interests of Dominion.
- (c) Without limiting the generality of Rule 3(b), the Directors may exclude any Shareholder whose Address is in a place where, in the Directors' opinion, the offer to that Shareholder of Shares or the issue of Shares under the Plan may be unlawful or impracticable without further action by Dominion.
- (d) For the purposes of Rule 3(c), the Directors may at any time nominate any place or places with the effect that any Shareholder whose Address is within that place will be automatically excluded, unless the Directors specifically decide that the Shareholder may participate.

3 Participation

- (a) Participation in the Plan is optional, and is subject to these Rules, Applicable Law, the Constitution and the Listing Rules of the ASX. Participation in the Plan is not transferable.
- (b) A Participant may participate in the Plan in respect of all of his or her Shares (in which case Rule 11(a) applies) or any fixed number of them (in which case Rule 11(b) applies).
- (c) If a Shareholder wishes to become a Participant, he or she or it must apply by submitting a completed Application Form indicating that fact and the level of participation he or she or it desires, either: (a) full participation for all shares; or (b) participation in relation to a fixed number of shares which is less than all shares in any case no less than a minimum number as set by the Directors from time to time. By applying to participate in the Plan, the Shareholder agrees to be bound by these Rules and the Constitution in respect of all Shares issued to or acquired by that Shareholder under the Plan.
- (d) The Directors may accept or reject the Application Form referred to in Rule 3(c) or, subject to Rule 3(b), accept it in respect of any number of Shares which is less than the number that the Shareholder has nominated in the Application Form.
- (e) If a Shareholder applies to participate in the Plan but does not specify a level of participation or specifies both full and part participation, the Shareholder will be deemed to have applied to be a Full Participant.

- (f) If the Directors consider that any offer, issue or transfer (or part thereof) of Shares under the Plan may be unlawful or impracticable because of any Applicable Law, they may:
- (i) decline to offer, issue or transfer Shares under the Plan;
 - (ii) reduce the size of any offer, issue or transfer;
 - (iii) reduce the level of, or suspend the participation of, any Participant; or
 - (iv) any combination of the above.

4 Variation of participation

- (a) Subject to Rule 6, a Participant may apply to vary his or her or its level of participation in the Plan at any time by submitting a Notice of Variation of Participation indicating the new level of participation desired.
- (b) The Directors may accept or reject the notice referred to in Rule 4(a) or, subject to Rule 3(b), accept it in respect of any number of Shares which is less than the number that the Participant has nominated in the Notice of Variation of Participation.
- (c) Subject to Rule 4(b), a Notice of Variation of Participation submitted under Rule 4(a) takes effect, in respect of a dividend, if it is received before the Record Date for that dividend.
- (d) If a Participant increases the level of participation in the Plan to full participation, Rule 11(a) applies.
- (e) If a Participant increases or decreases the level of participation in the Plan to below full participation, Rule 11(b) applies.

5 Termination of participation

- (a) A Participant may terminate his or her or its participation in the Plan by submitting a Notice of Variation of Participation to that effect. Subject to Rule 6, a Notice of Variation of Participation submitted under Rule 5(a) is effective immediately on receipt by Dominion.
- (b) If a Participant dies, participation in the Plan will be terminated upon receipt by Dominion or its Share Registry of written notice of the death.
- (c) If a Participant is declared bankrupt or wound up, participation in the Plan will be determined upon receipt by Dominion of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be.
- (d) The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation for the remaining joint-holders.

6 Application Form and Notice of Variation of Participation

- (a) An Application Form or a Notice of Variation of Participation will be valid only if it is:
 - (i) signed by each Shareholder who is registered in respect of the relevant Shares; or
 - (ii) if a Shareholder is a company:
 - (A) executed in accordance with section 127 of the Corporations Act 2001 or by a duly authorised officer or attorney; and
 - (B) is accompanied by a copy of a resolution authorising the officer to sign or the relevant power of attorney.

- (b) An Application Form or Notice of Variation of Participation will be effective upon receipt by the Share Registry subject to these Rules and acceptance by Dominion, but will not be effective in respect of a dividend if it is received after 5.00pm (Perth time) on the Record Date for that dividend.
- (c) Application Forms and Notices of Variation of Participation must be delivered to the Share Registry at the following address:

Registries Limited
PO Box 3993,
SYDNEY NSW 2000
AUSTRALIA

7 Operation of the Plan

- (a) Each dividend which is payable to a Participant in respect of Participating Shares and which is available for payment to the Participant will be applied by Dominion on the Participant's behalf in subscribing for or acquiring additional Shares.
- (b) The Directors will, in their absolute discretion, determine with respect to the operation of the Plan for any dividend whether to issue new Shares or to cause the transfer of Shares to a Participant, or to apply a combination of both options, to satisfy the obligations of Dominion under these Rules.
- (c) If the Directors determine to cause the transfer of Shares to Participants, the Shares may be acquired on-market in such manner as the Directors consider appropriate.
- (d) Dominion will, in respect of each dividend payable to a Participant:
 - (i) determine the amount of that dividend which is payable in respect of the Participant's Participating Shares less any withholding payments (if any) deductible by Dominion in respect of the dividend payable on the Participating Shares and any other sum Dominion is entitled to retain in respect of the Participating Shares;
 - (ii) determine the number of Shares to be subscribed for by dividing that amount by the Price, and rounding any fractions up to a whole Share calculated by the formula:

$$[(SxD)-T] / C$$

Where

S is the number of participating shares registered in the participant's name as at the record date for determination of the dividend entitlement

D is the amount of the ordinary dividend in cents per share to which the participating shares will be entitled

C is an amount which is the Average Market Price, discounted by 5% (or whatever other percentage, if any, not greater than 5%, which the Directors may determine from time to time), rounded down to the nearest whole cent.

T is any withholding tax or other sum the Company is entitled to retain in relation to the dividend or the shares.

and

- (iii) issue (or transfer) those Shares to the Participant.
- (e) Rule 11 determines the number of Participating Shares.

8 Shares issued or transferred under the Plan

Shares to be issued (or transferred) under this Plan will be issued (or transferred) by Dominion on, or as soon as practicable after, the date of payment of the dividend.

Shares issued (or transferred) or under this Plan will:

- (a) rank equally with other fully paid Shares;
- (b) be registered on the same register as the Participating Shares to which the issue or transfer relates; and
- (c) participate fully in all dividends subsequently declared.

9 Plan statements

After each issue or transfer of Shares under the Plan, Dominion will send to each Participant, as soon as practicable after the issue or transfer, a statement setting out the following information:

- (a) the number of Participating Shares which were held by the Participant at the relevant Record Date;
- (b) the amount of the dividend which was payable in respect of those Shares;
- (c) the Price in respect of that dividend;
- (d) the number of Shares issued or transferred to the Participant in respect of that dividend; and
- (e) (excluding any Share transactions which the Participant has undertaken since the Record Date), the total number of Shares held by the Participant, and the total number of Participating Shares held by the Participant after the issue or transfer.

10 Costs to Participants

No brokerage, commission or other transaction costs are payable by Participants in respect of Shares issued or transferred under the Plan.

Dominion may pay underwriting fees to an underwriter or underwriters in relation to the underwriting of all or part of the Plan.

11 Acquisition and sale of Shares by Participants

- (a) All Shares registered in the name of a Full Participant from time to time (including those issued or transferred under the Plan) will be Participating Shares.
- (b) The number of Participating Shares of other Participants will only be affected by an acquisition (including those issued or transferred under the Plan) or sale if Rule 11(c) applies.
- (c) If at any time there are fewer Shares registered in a Participant's name than a fixed number in respect of which the Participant has been accepted to participate in the Plan then, subject to Rule 3(b), all Shares registered in his or her or its name at that time will be Participating Shares.
- (d) Where a Participant disposes of all Shares without giving Dominion notice of termination of participation, the Participant will be deemed to have terminated participation in the Plan on the last date on which Dominion registered a transfer or instrument of disposal of the Participant's Shares.

12 Quotation of New Shares for Trading

Dominion will apply to the ASX for the grant of official quotation of Shares issued (or transferred) under the Plan.

13 Directors' powers

- (a) The Directors may at any time resolve to vary, suspend or terminate the Plan, provided that Participants are notified in writing of any such action (other than a minor variation of a procedural or administrative nature), and that termination is not effective until at least one month after notification has been sent to Participants. A variation, suspension or termination of the Plan will not be invalidated by an accidental omission to give the notice of variation, suspension or termination to a Shareholder or the non-receipt of any notice by any Shareholder and will not give rise to any liability on the part of, or right of action against, the Directors or Dominion.
- (b) Any suspension of the Plan will continue until such time as the Directors resolve either to recommence or terminate the Plan. If the Plan is recommenced then elections as to participation for the previously suspended Plan will be valid and have full force and effect in accordance with these Rules for the purposes of the recommenced Plan.
- (c) The Directors may:
 - (i) at any time, resolve to delegate any of their powers and duties under the Plan.
 - (ii) settle any dispute arising under the Plan in the manner they see fit, or adopt any procedure they believe appropriate for settling the dispute.
 - (iii) with or without taking expert advice, make any calculation or determine any figure relevant to the Plan's operation, and such calculation or determination is binding on Participants unless it is manifestly in error.

14 Taxation

Neither Dominion nor its Directors, officers, employees, representatives, agents or advisers take any responsibility or assume any liability for the taxation liability of the Participants.

15 Liability

Neither Dominion nor any Director or officer of Dominion will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the Plan or participation in the Plan or in relation to any advice given with respect to participation in the Plan.

16 Governing law

The Plan and these Rules are governed by and are to be construed in accordance with the laws of Western Australia.

17 Commencement

This Plan will commence at a date determined by the Directors.