



**Dominion Mining Limited**  
A.C.N. 000 660 864

Registered Office:  
15 Outram Street  
West Perth W.A. 6005  
AUSTRALIA

Postal Address:  
P.O. Box 465  
West Perth W.A. 6872  
AUSTRALIA  
Phone: (+61 8) 9426 6400  
Fax: (+61 8) 9481 1378

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20 March 2008

Dear Shareholder,

## **Notice of General Meeting**

The Directors of Dominion Mining Limited are pleased to enclose your Notice of a General Meeting being held on Thursday, 24 April 2008 commencing at 10.00am (Perth time) at the Celtic Club, 48 Ord Street West Perth, Western Australia.

You will see from the Notice that your Board is recommending the Grant of Options and Performance Rights to the Managing Director of Dominion Mining, Mr Jonathan Shellabear.

The Board recognises the need to attract and retain the highest calibre of mining and financial professionals to the Company in an increasingly competitive industry environment. Mr Shellabear is a highly experienced senior executive with extensive experience in the Australian and international mining industries.

The provision of appropriate remuneration and incentive packages to key executive personnel such as Mr Shellabear is essential to enable the Company to secure and retain senior employees and Directors of the appropriate calibre and experience to assist the Company in achieving its objectives.

The Options and Performance Rights, are designed to encourage the ongoing commitment and tenure of Mr Shellabear for the continued growth of the Company, ensuring that his interests are closely aligned with those of all shareholders.

His appointment marks an exciting new phase for Dominion, as the Company continues to build its gold resource and reserve inventory at Challenger and further develop its significant regional exploration programme, financed by the strong cash flows generated by the Challenger gold mining operation.

Mr Shellabear's role in developing and executing Dominion's growth strategy is deemed to be very important to the Company's future.

After taking into consideration all of these factors, the Board considers the issue of these Options and Performance Rights to Mr Shellabear to be reasonable in the circumstances.

Your Directors believe that the proposals set out in the Notice for the Issue of Options and Performance Rights to Mr Jonathan Shellabear, and described in the Explanatory Notes, are in the best interest of both the Company and its shareholders. We unanimously recommend that you vote in favour of both of the resolutions, as we intend to do in respect of our own beneficial holdings.

I hope you are able to join us at the meeting and look forward to sharing another year of strong growth at Dominion Mining.

Yours sincerely

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**Peter Joseph**  
Chairman



# **Dominion Mining Limited**

**ABN 37 000 660 864**

## **NOTICE OF GENERAL MEETING**

**AND**

## **EXPLANATORY MEMORANDUM TO SHAREHOLDERS**

**A PROXY FORM IS ENCLOSED**

**Date of Meeting  
24 April 2008**

**Time of Meeting  
10.00am (WST)**

**Place of Meeting  
Celtic Club  
48 Ord Street West Perth Western Australia**

**Please read the Notice and Explanatory Memorandum carefully.**

**If you are unable to attend the meeting please complete and return the enclosed proxy form in accordance with the specified instructions.**

# Dominion Mining Limited

ABN 37 000 660 864

## Notice of General Meeting

Notice is given that a general meeting of the Company will be held at the Celtic Club 48 Ord Street, West Perth, Western Australia, on 24 April 2008 at 10.00am (Perth time).

### Agenda

#### Business

##### Resolution 1 – Grant of Options to Managing Director

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

That approval is given for the purposes of Listing Rules 7.1 and 10.11 and for all other purposes the grant of 1,050,000 options for no consideration to Mr Jonathan Shellabear or his nominee on the terms set out in the Explanatory Statement accompanying this Notice.

##### Resolution 2 – Grant of Performance Rights to Managing Director

To consider, and if thought fit, to pass the following resolution as an ordinary resolution:

That approval is given for the purposes of Listing Rules 7.1 and 10.11, section 260C(4) of the Corporations Act and for all other purposes:

- (a) the grant of 500,000 Performance Rights for no consideration to Mr Jonathan Shellabear or his nominee (“Relevant Performance Rights”); and
- (b) the issue of Shares on the exercise of any of the Relevant Performance Rights, on the terms set out in the Explanatory Statement accompanying this Notice.

#### Other Business

To deal with any other business which may be brought forward in accordance with the Company’s constitution or the Corporations Act.

### Explanatory Memorandum

Shareholders are referred to the Explanatory Memorandum accompanying and forming part of this Notice of Meeting.

Capitalised terms which are not defined in this Notice of Meeting and Explanatory Memorandum are defined in Annexure A to the Explanatory Memorandum.

### Entitlement to vote

#### Snapshot date

It has been determined that in accordance with regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), for the purposes of the general meeting, Company Shares will be taken to be held by the persons who are the registered holders at 5.00 pm WST on 26 April 2008. Accordingly, Company Share transfers registered after that time will be disregarded in determining entitlements to attend and vote at the meeting.

#### Voting exclusion – Resolutions 1 and 2

The company will disregard any votes cast on Resolutions 1 and 2 by Mr Jonathan Shellabear and any of his associates unless the vote is cast by:

- a person as proxy for a person who is entitled to vote in accordance with the directions on the proxy form; or
- the person chairing the meeting as a proxy for a person who is entitled to vote, in accordance with a direction on the proxy form to vote as the proxy decides.

## Proxies

A shareholder entitled to attend and vote has a right to appoint a proxy to attend and vote instead of the shareholder. A proxy need not be a shareholder and can be either an individual or a body corporate. If a shareholder appoints a body corporate as a proxy, that body corporate will need to ensure that it:

- appoints an individual as its corporate representative to exercise its powers at the meeting, in accordance with section 250D of the Corporations Act; and
- provides satisfactory evidence of the appointment of its corporate representative.

If such evidence is not received, then the body corporate (through its representative) will not be permitted to act as a proxy.

A shareholder that is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If no proportion or number is specified, each proxy may exercise half of the shareholder's votes.

A Proxy Form accompanies this Notice and to be effective must be received at the Company's \ Share Register:

Registries Limited  
PO Box R67  
Royal Exchange  
Sydney New South Wales 1223

**OR**

By facsimile: 02 9279 0664 (Australia) or + (612) 9279 0664 (International)

by no later than 10.00 am (Perth time) on 22 April 2008.

**By Order of the Board**

Dated: 20 March 2008



**Ross Coyle**  
**Company Secretary**

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# Dominion Mining Limited

ABN 37 000 660 864

## Explanatory memorandum to shareholders

### Introduction

This Explanatory Memorandum has been prepared to assist shareholders to understand the business to be put to shareholders at the forthcoming general meeting.

This Explanatory Memorandum should be read in conjunction with the accompanying Notice of Meeting.

Please refer to Annexure A of this Explanatory Memorandum for definitions of capitalised terms in the Notice of Meeting and Explanatory Memorandum.

### Business

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## 1 Issue of Options and Performance Rights to Mr Jonathan Shellabear

### Background

Under the service contract between the Managing Director, Mr Jonathan Shellabear, and the Company dated 31 January 2008 ("Service Agreement"), Mr Shellabear is entitled to long term incentives, subject to shareholder approval.

The material terms of the Service Agreement are:

- (a) the Company will pay Mr Shellabear a base annual salary of \$375,000 inclusive of superannuation.
- (b) Mr Shellabear is entitled to annual short term incentives of up 100% of his base salary measured against Key Performance Indicators set by the Board and based on a combination of internal and external parameters.
- (c) subject to shareholder approval, Mr Shellabear is entitled to long term incentives as outlined in the Explanatory memorandum designed to reward Mr Shellabear dependent on the performance of the Company and the creation of shareholder wealth.

The Board has resolved to seek shareholder approval to issue Options and Performance Rights to Mr Shellabear.

Resolutions 1 and 2 seek shareholder approval for the Company to issue Options and Performance Rights to Mr Shellabear to satisfy the terms of the Service Agreement and provide a reward based incentive, subject to performance hurdles.

### Summary

The Board of directors has approved a Long Term Incentive Plan ("LTIP") for the Managing Director.

The Plan will be administered by the Board or by a committee of the Board. Subject to shareholder approval, Mr Shellabear is to be offered Options and Performance Rights on the terms set out in the LTIP and as summarised in this Explanatory Memorandum.

This issue is not made under the LTIP or the Employee Option Plan but as an issue pursuant to Listing Rule 10.11.

### **Resolution 1 - Option issue**

The Options to be granted to Mr Shellabear will vest in three tranches of 350,000 with a total of 1,050,000 Options.

The exercise price of Tranche 1 will be 10% above the VWAP of the Shares for the 5 trading days period immediately prior to the meeting.

The exercise price of Tranche 2 will be 10% above the exercise price of Tranche 1.

The exercise price of Tranche 3 will be 10% above the exercise price of Tranche 2.

Mr Shellabear will derive a benefit from the Options only if there is an increase in the price of the Shares.

If shareholders approve the grant of the Options and all or any of the Options are exercised, the effect will be to marginally dilute the shareholding of existing shareholders. The market price for Shares during the term of the Options would normally determine whether or not the holder exercises the Options.

### **Resolution 2 - Performance Rights**

Mr Shellabear will only be entitled to exercise Performance Rights dependent on the performance of the Company relative to a Comparator Group selected by the Board. The Comparator Group is comprised of companies within the S&P/ASX Gold Index and selected by the Board.

The Comparator Group is to be ranked in terms of Total Shareholder Return or TSR measured by the increase in the price of Shares, dividends declared and any bonus issues during the relevant period.

Shares will only be allotted to Mr Shellabear if the Company's TSR over the relevant period exceeds a growth rate of 5% per annum compounded and the ranking of the Company is at or above the 50<sup>th</sup> percentile of the Comparator Group. At the 50<sup>th</sup> percentile he will be entitled to 50% of the total Shares available under the Performance Rights, increasing proportionately to 100% at the 75<sup>th</sup> percentile summarised as follows:

<b>Total Shareholder return</b>	<b>Shares allotted</b>
Less than 50 <sup>th</sup> percentile	Nil
Above the 50 <sup>th</sup> percentile but below the 75 <sup>th</sup> percentile	50% to 99% (pro rata)
At or above the 75 <sup>th</sup> percentile	100%

The VWAP for the 20 trading days prior to the Effective Date and the VWAP for the 20 trading days prior to the Maturity Date will be used for calculating the TSR.

Performance Rights will lapse if the Performance Hurdles are not met.

The Performance Rights are to be granted for no consideration and are not transferable, except with the prior approval of the Board.

The Performance Rights may only be exercised if the Performance Hurdles are met as at the Maturity Date. The Company will issue Shares awarded pursuant to Performance Rights within 14 days of award.

All Shares awarded pursuant to Performance Rights will be subject to the Company's constitution and rank equally with other Shares on issue. The Company will apply to the ASX for quotation of Shares awarded pursuant to the Performance Rights.

Unvested Performance Rights are forfeited upon cessation of employment with the Company except in limited circumstances including death, incapacity, redundancy or retirement in which case the Board has the discretion to allow some or all of the performance Rights to be exercised or retained.

### **Approvals required**

This shareholder approval is required under Listing Rule 10.11 which permits a director to acquire securities if shareholder approval is obtained.

ASX Listing Rule 7.1 provides that the prior approval of the shareholders of a company is required for an issue of equity securities if the securities will, when aggregated with securities issued by the company during the previous 12 months, exceed 15% of the number on issue at the commencement of the 12 month period. Shareholder approval under ASX Listing Rule 7.1 is sought to provide the company with flexibility to make future issues of securities during the next 12 months without first having to obtain approval of its shareholders.

By issuing Performance Rights, the Company may be regarded as providing financial assistance to Eligible Employees to acquire shares in the Company for the purposes of Section 260A of the Corporations Act. Under Section 260C(4) of the Corporations Act, the Company may provide financial assistance under an employee incentive scheme that has been approved by shareholders. The Company is therefore seeking shareholder approval for this purpose.

The Company has obtained independent external advice from a remuneration expert stating that the remuneration provided to Mr Shellabear, including the long term incentives for which shareholder approval is sought, is reasonable remuneration. Accordingly, approval is not sought under Section 208 of the Corporations Act and the Company relies on the exception in Section 211(1) of the Corporations Act to the requirement under Section 208 on the basis that:

- (a) the Company is a public company; and
- (b) to give the remuneration is reasonable given the circumstances of the Company and Mr Shellabear including the responsibilities involved in Mr Shellabear's office as Managing Director.

### **Disclosure under 10.13**

For the purpose of Listing Rule 10.13, the following information is provided to shareholders:

- (a) the Options and Performance Rights will be granted to Mr Shellabear and/or his nominees;
- (b) the maximum number of:
  - (1) Options to be issued to Mr Shellabear pursuant to Resolution 1 is 1,050,000; and
  - (2) Performance Rights to be issued to Mr Shellabear pursuant to Resolution 2 is 500,000.
- (c) the Options and Performance Rights will be issued on the terms set out in this Explanatory Memorandum;
- (d) the Options and Performance Rights will be granted for no consideration;
- (e) no funds will be raised by the grant of the Options or Performance Rights;
- (f) the Options and Performance Rights will be granted on a date, being no later than one month after the date shareholder approval is obtained;
- (g) the material terms of the Options to be issued pursuant to Resolution 1 are set out in Annexure B;
- (h) the material terms of the Performance Rights to be issued pursuant to Resolution 2 are set out in Annexure C.

### **Recommendation**

The directors recommend that shareholders vote in favour of the resolutions as it is in the best interests of shareholders to have a long term incentive scheme to issue Options and Performance Rights to Mr Shellabear to act as an incentive and reward linked to the enhancement of shareholder value. Mr Shellabear is interested in the outcome of this resolution and therefore makes no recommendation to shareholders.

***Other information***

The Company's adoption of Australian equivalents to International Financial Reporting Standards means that, under AASB2 Share Based Payment, equity based compensation will be recognised as an expense.

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## Annexure A – Definitions

The meanings of capitalised terms used in this Notice of Meeting and Explanatory Memorandum are set out below:

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means the Australian Securities Exchange.

**Company** means Dominion Mining Limited ABN 32 000 660 864.

**Comparator Group** means a group of companies within the S&P/ASX Gold Index selected by the Directors other than Mr Shellabear.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Directors** means the directors of the Company.

**Effective Date** means the date of grant of the Options and Performance Rights.

**Listing Rules** means the Listing Rules of The Australian Stock Exchange Limited.

**Maturity Date** means the date falling three years after the Effective Date.

**Option** means an option to acquire a Share on the terms set out in Annexure B.

**Performance Right** means a conditional right to acquire a Share, subject to satisfaction of the Performance Hurdles, defined in Annexure C.

**Performance Hurdles** means the performance hurdles set out in paragraph (c) of Annexure C.

**Shares** means fully paid ordinary shares in the Company.

**TSR** means total shareholder return.

**VWAP** means the volume weighted average price for Shares on ASX for the stated period.

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## Annexure B – Terms of Options

The material terms of issue of the Options are:

- (a) Each Option entitles the holder to subscribe for one Share.
- (b) The Options will be issued for free and are exercisable at any time during the period beginning on the date the Options vest and expiring at 5.00 pm Perth time on the date falling 48 months after the Effective Date by completing an option exercise form and delivering it to the Company's share registry.
- (c) The Options will vest in three tranches on the following dates:
  - (1) the date falling 12 months after the Effective Date – 350,000 Options ("**Tranche 1**").
  - (2) the date falling 24 months after the Effective Date – 350,000 Options ("**Tranche 2**").
  - (3) the date falling 36 months after the Effective Date – 350,000 Options ("**Tranche 3**").
- (d) Each tranche of Options will vest on the dates set out above at the following prices:
  - (1) Tranche 1 will have an exercise price of 10% above the VWAP of Shares for the five trading days prior to the date of the meeting of shareholders approving the issue of the Options.
  - (2) Tranche 2 will have an exercise price of 10% above the exercise price of Tranche 1.
  - (3) Tranche 3 will have an exercise price of 10% above the exercise price of Tranche 2.
- (e) Options are only capable of being exercised from the date on which they vest up to and including the date falling 48 months after the Effective Date.
- (f) If the holder dies before an Option has been exercised and at that time the holder was an employee of the Company:
  - (1) any unvested Options which have been exercised will lapse unless the board determines otherwise; and
  - (2) any vested Options which have not been exercised may be exercised by the holder's personal representative within 12 months after the date of the holder's death.
- (g) If the holder ceases to be an employee of the Company by reason of retrenchment:
  - (1) any unvested Options which have not been exercised will lapse unless the Directors determine otherwise; and
  - (2) any vested Options which have not been exercised may be exercised within 30 days of the holder ceasing to be an employee.
- (h) Should the holder cease to be an employee of the Company for any reason other than retrenchment or because of his or her death:
  - (1) any unvested Options which have not been exercised will lapse unless the Directors determine otherwise; and
  - (2) any vested Options which have not been exercised may be exercised within 30 days of the holder ceasing to be an employee.
- (i) Options will not be listed for Official Quotation on ASX.
- (j) An Option does not confer on the holder the right to participate in new issues of Shares, including by way of bonus issue, rights issue or otherwise.
- (k) An Option does not confer on the holder the right to receive dividends.

- (l) The Options may not be transferred or otherwise disposed of in whole or part at any time prior to expiry.
- (l) Within 14 days of the receipt of a properly executed notice of exercise and application monies the Company will allot and issue the number of shares specified in the notice.
- (m) The Company will apply for Official Quotation by ASX of the Shares allotted and issue pursuant to the exercise of the options.
- (n) The Options do not confer the right to participate in new issues of capital during the exercise period. The Company will ensure that for the purpose of determining entitlements to any such issue, the record date will be at least 7 business days after the issue is announced. This will give the holder the opportunity to exercise their Options prior to the date for determining entitlements to participate in any such issue.
- (o) In the event of any reorganisation (including consolidation, subdivision, reduction or return of capital) of the share capital of the Company, the Options are to be reorganised as required by the Listing Rules.
- (p) If an entity (as that term is defined in the Corporations Act) acquires 90% of the Shares on issue in the Company and has the ability to compulsorily acquire the remainder of the Shares on issue pursuant to Part 6A.1 of the Corporations Act, all options that have not yet vested will immediately vest and the Options will be deemed to expire on the date which is the earlier of 30 days from the date of vesting and expiry date.
- (q) All Options may be exercisable by the holder:
  - (1) during a bid period; or
  - (2) at any time after a change of control event has occurred; or
  - (3) on application under section 411 of the Corporations Act, if a court orders a meeting to be held concerning a proposed compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company.

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## Annexure C – Terms of Performance Rights

The material terms of issue of the Performance Rights are:

- (a) Each Performance Right entitles the holder to subscribe for one Share.
- (b) The Performance Rights will be issued for free and, subject to the achievement of the Performance Hurdles, are exercisable after 1 February 2011 by completing an exercise form and delivering it to the Company's share registry.
- (c) The Performance Rights will become exercisable in Tranches if the Board resolves that the following performance hurdles ("**Performance Hurdles**") are satisfied as at 1 February 2011 and provided that the Company's TSR grows in each year between grant of the Performance Rights and 1 February 2011 by more than five percent (5%) compounded each year:
  - (1) if the Company's TSR is equal to or exceeds the TSR of 50% or more of the Comparator Group, the holder will be entitled to exercise 250,000 Performance Rights; and
  - (2) if the Company's TSR exceeds the TSR of more than 50% or more but less than 75% of the Comparator Group, the Holder will be entitled to exercise 10,000 Performance Rights for every additional one percent (1%) of Comparator Group whose TSR is exceeded by the Company; and
  - (3) if the Company's TSR is equal to or exceeds the TSR of 75% or more of the Comparator Group, the holder will be entitled to exercise an additional 250,000 Performance Rights.
- (d) A Performance Right does not confer on the holder the right to receive dividends.
- (e) Performance Rights are only capable of being exercised from the date on which they vest.
- (f) Should the holder resign all Performance Rights will lapse.
- (g) Should holder be dismissed for misconduct all Performance Rights will lapse.
- (h) Should the holder's employment be terminated for any other reason all Performance Rights will lapse unless the Board decides otherwise.
- (i) Performance Rights will not be listed for Official Quotation on ASX.
- (j) A Performance Right does not confer on the holder the right to participate in new issues of Shares, including by way of bonus issue, rights issue or otherwise.
- (k) A Performance Right does not confer on the holder the right to receive dividends.
- (l) A may not be transferred or otherwise disposed of in whole or part at any time prior to expiry.
- (m) Within 14 days of award of Shares pursuant to Performance Rights the Company will allot and issue the Shares awarded.
- (n) The Company will apply for Official Quotation by ASX of the Shares awarded pursuant to Performance Rights.
- (o) In the event of any reorganisation (including consolidation, subdivision, reduction or return of capital) of the share capital of the Company, the Performance Rights are to be reorganised as required by the Listing Rules.
- (p) If an entity (as that term is defined in the Corporations Act) makes a takeover offer for Shares in the Company, the Directors (other than Mr Shellabear) may, in their absolute discretion, determine whether Performance Rights may be exercised having regard to the performance of the Company against Performance Hurdles.
- (q) The holder will not grant any security interest or encumbrance in or over or otherwise dispose of or deal with any Performance Rights or any interest in them until the Shares are either issued or transferred to that holder, and any such

security interest, encumbrance or disposal or dealing will not be recognised in any manner by the Company.

- (r) Except on the death of the holder, Performance Rights may not be transferred, assigned or novated except with the approval of the Board.

# PROXY FORM



**DOMINION MINING LIMITED**  
**ABN 37 000 660 864**  
**General Meeting**

**All correspondence to:**  
 Registries Limited  
 P O Box R67  
 Royal Exchange, Sydney NSW 1223  
 Enquiries: 61 2 9290 9600  
 Facsimile: 61 2 9279 0664  
 www.registriesltd.com.au  
 registries@registriesltd.com.au

Mark this box with an 'X' if you are Issuer Sponsored and want to make any changes to your address details (see reverse)

Name Address 1  
 Name Address 2  
 Name Address 3  
 Name Address 4  
 Name Address 5  
 Name Address 6

## Appointment of Proxy

If appointing a proxy to attend the General Meeting on your behalf, please complete the form and submit it in accordance with the directions at the bottom of the page.

I/We being a shareholder/shareholders of Dominion Mining Limited pursuant to my/our right to appoint not more than two proxies, appoint

The Chairman of the Meeting (mark with an "X")

OR

Write here the name of the person you are appointing if this person is **someone other than** the Chairman of the Meeting. This Proxy is appointed to represent \_\_\_% of my voting right

or failing him/her

Write here the name of the other person you are appointing. This Proxy is appointed to represent \_\_\_% of my voting right

or failing him/her, (or if no proxy is specified above), the Chairman of the meeting, as my/our proxy to vote for me/us and on my/our behalf at the General Meeting to be held at the Celtic Club , 48 Ord Street West Perth Western Australia on **24 April 2008 at 10.00 am WST** and at any adjournment of that meeting.

Note, if a specific proportion of the shareholder's voting rights is not specified then each proxy may exercise half of the shareholder's voting rights.

If you do not wish to direct your proxy how to vote, please place a mark in the box. If you have appointed the Chair of the meeting to exercise your proxy, by marking this box, you acknowledge that the Chairman of the meeting may exercise your proxy even if he has an interest in the outcome of a particular resolution and votes cast by him other than as proxy holder will be disregarded because of that interest. The Chair intends to vote 100% of all open proxies in favour of the resolution.

## Voting directions to your proxy – please mark to indicate your directions

RESOLUTION	For	Against	Abstain*
1. Issue of Options to Mr J N Shellabear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Issue of Performance Rights to Mr J N Shellabear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* If you mark the Abstain box for a particular item, you are directing your proxy not to vote on your behalf on a show of hands or on a poll and your votes will not be counted in computing the required majority on a poll.

## PLEASE SIGN HERE

This section *must* be signed in accordance with the instructions overleaf to enable your directions to be implemented.  
 Executed in accordance with section 127 of the Corporations Act:

**Individual or Shareholder 1**

**Joint Shareholder 2**

**Joint Shareholder 3**




Sole Director & Sole Company Secretary

Director

Director / Company Secretary

Dated this \_\_\_\_\_

day of \_\_\_\_\_

2005

\_\_\_\_\_  
 Contact Name

\_\_\_\_\_  
 Contact Business Telephone / Mobile

## INSTRUCTIONS FOR COMPLETING PROXY FORM

1. Your pre-printed name and address is as it appears on the share register of Dominion Mining Limited. If you are Issuer Sponsored and this information is incorrect, please mark the box at the top of the proxy form and make the correction on the form. Securityholders sponsored by a broker on the CHESSE subregister should advise their broker of any changes. Please note, you cannot change ownership of your securities using this form.
2. Completion of a proxy form will not prevent individual shareholders from attending the General Meeting in person if they wish. Where a shareholder completes and lodges a valid proxy form and attends the General Meeting in person, then the proxy's authority to speak and vote for that shareholder is suspended while the shareholder is present at the General Meeting.
3. A shareholder of the Company entitled to attend and vote is entitled to appoint not more than two proxies. Where more than one proxy is appointed, each proxy must be appointed to represent a specified proportion of the shareholder's voting rights. If the shareholder appoints two proxies and the appointment do not specify this proportion, each proxy may exercise half of the votes.
4. A proxy need not be a shareholder of the Company.
5. If you mark the abstain box for a particular item, you are directing your proxy not to vote on that item on a show of hands or on a poll and that your shares are not to be counted in computing the required majority on a poll.
6. If a representative of a company shareholder is to attend the Meeting, a properly executed original (or certified copy) of the appropriate "Certificate of Appointment of Corporate Representative" should be produced for admission to the Meeting. Previously lodged "Certificates of Appointment of Corporate Representative" will be disregarded by the Company.
7. If a representative as Power of Attorney of a shareholder is to attend the meeting, a properly executed original (or originally certified copy) of an appropriate Power of Attorney should be produced for admission to the Annual General Meeting. Previously lodged Powers of Attorney will be disregarded by the Company.

### 8. **Signing Instructions**

You must sign this form as follows in the spaces provided:

- Individual:** Where the holding is in one name, the holder must sign.
- Joint Holding:** Where the holding is in more than one name, all of the shareholders should sign.
- Power of Attorney:** If you are signing under a Power of Attorney, you must lodge an original or certified photocopy of the appropriate Power of Attorney with your completed Proxy Form.
- Companies:** Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person.
- If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone.
- Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

### 9. **Lodgement of a Proxy**

This Proxy Form (and any Power of Attorney under which it is signed) must be received at the address below not later than 10am on 22 April 2008 WST (48 hours before the commencement of the meeting). Any Proxy Form received after that time will not be valid for the scheduled meeting.

#### **Hand deliveries**

**Registries Limited  
Level 7  
207 Kent Street  
Sydney NSW 2000**

#### **Postal address:**

**Registries Limited  
PO Box R67  
Royal Exchange NSW 1223**

#### **Fax number:**

**(02) 9279 0664**