

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Laguna Resources NL

ACN/ARSN 008 460 366

1. Details of substantial holder (1)

Name Kingsgate Consolidated Limited (Kingsgate) on its own behalf and on behalf of its controlled entities set out in Annexure A (Controlled Entities)

ACN/ARSN (if applicable) 000 837 472

The holder became a substantial holder on 25/10/2010

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	126,718,581	126,718,581	11.33%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Kingsgate	Kingsgate has a relevant interest in ordinary shares in Laguna Resources under section 608(1) of the Corporations Act 2001 (Cth) pursuant to Pre-Bid Acceptance Agreements dated 21 October 2010 between Kingsgate and Nicholas Mark Lindsay (21,992,481 ordinary shares), Kingsgate and Matthew Gaden Western Wood and Belinda Lucy Wood (52,363,050 ordinary shares) and Kingsgate and Timothy James Flavel (52,363,050 ordinary shares), annexed to this Form 603 as Annexures B, C and D respectively (the Pre-Bid Acceptance Agreements)	126,718,581 ordinary shares
Controlled Entities set out in Annexure A	Entities controlled by Kingsgate	126,718,581 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Substantial holders	Nicholas Mark Lindsay	Kingsgate on the terms of the Pre-Bid Acceptance Agreement (see Annexure B)	21,992,481 ordinary shares
Substantial holders	Matthew Gaden Western Wood and Belinda Lucy Wood	Kingsgate on the terms of the Pre-Bid Acceptance Agreement (see Annexure C)	52,363,050 ordinary shares
Substantial holders	Timothy James Flavel	Kingsgate on the terms of the Pre-Bid Acceptance Agreement (see Annexure D)	52,363,050 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Kingsgate	25 October 2010		For details see Annexures B, C and D to this Form 603	126,718,581 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Each of the Controlled Entities	Each of the Controlled Entities is an associate of Kingsgate pursuant to section 12(2)(a)(i) of the Corporations Act 2001 (Cth)

7. Addresses

The addresses of persons named in this form are as follows:


Name	Address
Kingsgate	Level 8, 14 Martin Place, Sydney, New South Wales
Each of the Controlled Entities	c/- Level 8, 14 Martin Place, Sydney, New South Wales

Signature

print name Peter Warren

capacity Company Secretary

sign here



date 26 / 10 / 2010

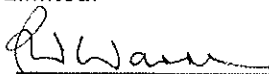
DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
 - (2) See the definition of 'associate' in section 9 of the Corporations Act 2001.
 - (3) See the definition of 'relevant interest' in sections 608 and 671B(7) of the Corporations Act 2001.
 - (4) The voting shares of a company constitute one class unless divided into separate classes.
 - (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
 - (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
 - (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of 'relevant agreement' in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write 'unknown'.
 - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure A of 1 page referred to in the Form 603, Notice of initial substantial holder, given by Kingsgate Consolidated Limited.

Signed:



Date: 26 October 2010

Name:

Peter Warren

Position:

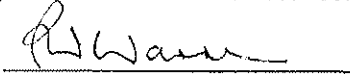
Company Secretary

Name	Jurisdiction
Issara Mining Limited	Thailand
Richaphum Limited	Thailand
Phar Lap Limited	Thailand
Akara Mining Limited	Thailand
Suan Sak Patana Limited	Thailand
Phar Mai Exploration Limited	Thailand
Phar Rong Limited	Thailand
Kingsgate Capital Pty Limited	Australia
Kingsgate South America Pty Ltd	Australia
Minera Kingsgate Limitada	Chile
Kingsgate Peru SRL	Peru
Minera Kingsgate Argentina S.A.	Argentina

Annexure B

This is Annexure B of 11 pages (including this page) referred to in the Form 603, Notice of initial substantial holder, given by Kingsgate Consolidated Limited. I hereby certify that this is a true copy of the Pre-Bid Acceptance Agreement entered into between Kingsgate Consolidated Limited and Nicholas Mark Lindsay.

Signed:



Date: 26 October 2010

Name:

Peter Warren

Position:

Company Secretary

KINGSGATE CONSOLIDATED LIMITED
ABN 42 000 837 472
(Bidder)

and

MR NICHOLAS MARK LINDSAY
(Shareholder)

PRE-BID ACCEPTANCE AGREEMENT

THIS AGREEMENT is made the Twenty First day of October 2010

BETWEEN

KINGSGATE CONSOLIDATED LIMITED (ABN 42 000 837 472) of Level 8, 14 Martin Place, Sydney, New South Wales (**Bidder**);

AND

NICHOLAS MARK LINDSAY c

RECITALS

- A. The Shareholder is the legal and beneficial owner of the Acceptance Shares.
- B. The Bidder proposes to make a public announcement of its intention to make the Offer.
- C. The Shareholder has agreed to accept the Offer in respect of the Acceptance Shares on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Acceptance Shares means 21,992,481 Target Shares.

Associate has the meaning given by section 12 of the Corporations Act.

Agreement means the agreement constituted by this document and includes the recitals.

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

Bidder Share means a fully paid ordinary share in the capital of the Bidder.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Bidder Group means the Bidder and its subsidiaries (as that term is defined in the Corporations Act).

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

Dispose has the meaning given by the ASX Listing Rules.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and Encumber has a corresponding meaning.

Offer means offers to acquire Target Shares made by the Bidder under an off-market takeover bid under Chapter 6 of the Corporations Act, for the Offer Consideration, as varied from time to time in accordance with the Corporations Act.

Offer Consideration means one (1) Bidder Share for every five hundred and twenty (520) Target Shares, with any fractional entitlements to Bidder Shares rounded to the nearest whole Bidder Share.

Offer Period means the offer period (as that term is defined in the Corporations Act) in respect of the Offer.

Party means a party to this Agreement.

Relevant Interest has the meaning given by section 9 of the Corporations Act.

Rights means all accretions, rights and benefits of whatever kind attaching to or arising from the Acceptance Shares directly or indirectly after the Bidder announces the Offer (including, without limitation, all rights to receive dividends, bonuses or other share of Target's profits or capital as well as all rights to receive or subscribe for shares, stock, units, notes, bonds, options or other securities and all other distributions or entitlements declared, paid issued or made by the Target or any of its Subsidiaries.

Subsidiary has the meaning set out in section 9 of the Corporations Act.

Target means Laguna Resources NL (ABN 36 008 460 366).

Target Share means a fully paid ordinary share in the capital of the Target.

Third Party means a person other than the Bidder or a member of the Bidder Group.

Third Party Offer means a public announcement during the term of this Agreement of any offer (or variation of that offer) by a Third Party involving:

- (a) the acquisition by a person of:
 - (i) a Relevant Interest of 50% or more of Target Shares; or
 - (ii) a substantial part or all of the business of the Target; or
- (b) an arrangement for a merger or business combination involving the Target, whether by way of scheme of arrangement, off-market takeover offer or otherwise.

Third Party Offer Price means the Value of the Third Party Offer.

Value means, in relation to an offer of securities or financial products or an offer which includes securities or financial products:

- (a) in relation to any cash component, the cash price offered in Australian dollars (or if not offered in Australian dollars, converted to Australian dollars at the Reuters published exchange rate (as at midday Sydney time) on that date); plus
- (b) in the case of securities or financial products which are quoted for trading on a stock exchange, the volume weighted average price per security on the principal exchange on which the securities or financial

products are traded in the two (2) trading days after the offer is announced or varied; plus

- (c) in any other case, the fair value of the security or financial products as agreed between the parties or (in default of such agreement), as determined by an independent expert appointed by joint agreement by the parties, or (in default of such agreement within five (5) Business Days), a person nominated by the chairman of ASX.

1.2 Interpretations

In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) a reference to \$ or dollar is to Australian currency.

2. OBLIGATIONS OF THE SHAREHOLDER

2.1 Acceptance of Bidder's offer for Target Shares

In consideration of:

- (a) the mutual promises set out in this Agreement; and
- (b) the Bidder paying the Shareholder \$1.00 (receipt of which is acknowledged by the Shareholder),

if the Bidder publicly announces the Offer within two (2) months after the date of this Agreement, the Shareholder undertakes to:

- (c) irrevocably accept the Offer in respect of the Acceptance Shares by no later than 5.00pm (WST) on the date which is five (5) Business Days after the commencement of the Offer Period; and
- (d) do everything (including executing any document and making any election) that the Bidder reasonably requires, to give full effect to the Shareholder's obligations to accept the Offer in respect of the Acceptance Shares and ensure that the Bidder is entitled to all Rights.

2.2 No withdrawal of acceptance by Shareholder

The Shareholder:

- (a) acknowledges that its acceptance of the Offer will be irrevocable and agrees to do everything (including executing any document) that the Bidder reasonably requires, to give full effect to the Shareholder's acceptance of the Offer in respect of the Acceptance Shares;
- (b) irrevocably waives any rights it may have under section 650E of the Corporations Act, in the event that the Bidder varies the Offer; and
- (c) covenants not to exercise any rights it may have to withdraw its acceptance of the Offer in respect of the Acceptance Shares, including under section 650E of the Corporations Act.

2.3 Prohibited actions

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, neither the Shareholder nor, so far as it is able to procure (using its best endeavours), none of its Associates will:

- (a) dispose or Encumber any Acceptance Shares;
- (b) directly or indirectly make or cause to be made any offer, invitation or solicitation for, or directly or indirectly purchase or otherwise acquire any Relevant Interest in any Target Shares (other than pursuant to the conversion or exercise of any Target convertible securities on issue as at the date of this Agreement (**Convertible Securities**));
- (c) co-operate or assist or enter into any agreement or arrangement with any person relating to or connected with the making of any offer for the purchase or acquisition of any Relevant Interest in any Target Shares (other than pursuant to the conversion or exercise of any Convertible Securities on issue as at the date of this Agreement); or
- (d) procure another person to apply for, acquire or dispose of Target Shares or enter into an agreement to apply for, acquire or dispose of Target Shares (other than pursuant to the conversion or exercise of any Convertible Securities on issue as at the date of this Agreement).

3. BIDDER MAY USE SUBSIDIARY

- (a) The Bidder may cause a wholly-owned Subsidiary to make the Offer referenced in clause 2.1 (**Bidder Nominated Subsidiary**).

- (b) If clause 3(a) applies:
 - (i) all references to the Bidder in this Agreement shall be deemed to be references to the Bidder Nominated Subsidiary; and
 - (ii) the Bidder must procure that the Bidder Nominated Subsidiary performs the Bidder's obligations under this Agreement.

4. TERMINATION OF ACCEPTANCE ARRANGEMENTS

The obligations of the Shareholder pursuant to clause 2 terminate without any further action required by any Party in the event that:

- (a) a Third Party Offer is publicly announced during the Offer Period;
- (b) the Third Party Offer Price of that Third Party Offer exceeds the Value of the Offer Consideration; and
- (c) the Bidder does not increase the Offer Consideration (or announce an intention to do so) by adding to the existing consideration offered under the Offer additional cash (in Australian dollars) or Bidder Shares to equal or exceed the highest Value offered under that Third Party Offer, within five (5) Business Days of that Third Party Offer being publicly announced.

5. SUBSTANTIAL HOLDER NOTICE

The Bidder agrees that it will lodge with the ASX a Form 603 – Notice of Initial Substantial Holder (which will annex a copy of this Agreement) in relation to the Acceptance Shares, at the time required by the Corporations Act.

6. WARRANTIES

The Shareholder warrants to the Bidder that:

- (a) it has full power and authority to enter into this Agreement;
- (b) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound; and
- (c) the Acceptance Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance created by this Agreement).

7. EXPIRY AND TERMINATION

7.1 Termination

This Agreement will expire and terminate and there will be no continuing rights or obligations of either Party (other than the warranties set out in clause 6) if:

- (a) the Bidder does not make the Offer within 2 months after the date of this Agreement;
- (b) the Bidder withdraws the Offer in accordance with the provisions of the Corporations Act;
- (c) the Bidder being registered in the Target's share register as the holder of the Acceptance Shares; or

- (d) the Offer closing having not, prior to or on the date of closing, been freed of all defeating conditions.

7.2 Acknowledgement regarding Offer

The Shareholder acknowledges and agrees that:

- (a) nothing in this Agreement obliges Bidder to announce or proceed with the Offer; and
- (b) the Bidder has the right, subject to the Corporations Act, to delete, waive or vary any of the conditions in any Offer, declare any Offer unconditional or extend any Offer at any time.

8. CONFIDENTIALITY

The fact and terms of this Agreement must be kept confidential until the earlier of:

- (a) the announcement of the Offer; or
- (b) the lodgement of the notice contemplated by clause 5.

9. CONSENT

The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement by the Bidder in relation to the Offer or to any such reference or statements required in a bidder's statement issued in connection with the Offer.

10. NOTICES

10.1 Requirements for Notice

Each notice authorised or required to be given to a Party shall be in writing and may be delivered personally or sent by properly addressed and prepaid mail or facsimile in each case addressed to the Party at its address set out in clause 10.2, or as the case may be to such other address as it may from time to time notify to the other Parties pursuant to clause 10.3.

10.2 Address of Parties

The initial address of the Parties shall be as follows:

In the case of the Bidder:

Suite 801, Level 8
14 Martin Place
SYDNEY NSW 2000

Facsimile: INT + 61 2 8256 4810
Attention: Mr Duane Woodbury

In the case of the Shareholder:

Facsimile: INT + 61 9200 4469
Attention: Mr Nicholas Lindsay

10.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 10.1 to the other Parties.

10.4 Receipt of Notice

Any notice given pursuant to clause 10.1 will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery if delivered prior to 5 pm (Perth time) on a Business Day or on the next following Business Day if delivered after 5 pm (Perth time) on a Business Day or on other than a Business Day;
- (b) if sent by mail, on the second clear Business Day after the day of posting; or
- (c) if sent by facsimile, on the day the facsimile was sent by clear transmission.

11. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

13. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

14. COSTS

14.1 Stamp Duty

All stamp duty assessed on or in respect of this Agreement (if any) shall be paid by the Bidder.

14.2 Legal Costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

15. MISCELLANEOUS

15.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of

separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

15.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

15.3 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

15.4 Time

Time shall be of the essence in this Agreement in all respects.

EXECUTED by the Parties as an Agreement.

EXECUTED BY
KINGSGATE CONSOLIDATED LIMITED
ABN 42 000 837 472
in accordance with the Corporations Act:

Through its Attorney


Director

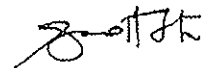
Attorney

Simon McDonald

Director/Secretary

Name

SIGNED by
NICHOLAS MARK LINDSAY
in the presence of:



Signature of Witness

(Signature)

FRANCIS SCOTT PAINSON

Full Name of Witness
(BLOCK LETTERS)

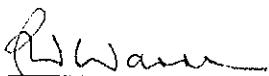
1/33 RICHARDSON ST WEST PERTH WA 6025
Address:

ACCOUNTANT
Occupation:

Annexure C

This is Annexure C of 11 pages (including this page) referred to in the Form 603, Notice of initial substantial holder, given by Kingsgate Consolidated Limited. I hereby certify that this is a true copy of the Pre-Bid Acceptance Agreement entered into between Kingsgate Consolidated Limited and Matthew Gaden Western Wood and Belinda Lucy Wood.

Signed:



Date: 26 October 2010

Name:

Peter Warren

Position:

Company Secretary

KINGSGATE CONSOLIDATED LIMITED
ABN 42 000 837 472
(Bidder)

and

MATTHEW GADEN WESTERN WOOD AND BELINDA LUCY
WOOD
(Shareholder)

PRE-BID ACCEPTANCE AGREEMENT

THIS AGREEMENT is made the Twenty First day of October 2010

BETWEEN

KINGSGATE CONSOLIDATED LIMITED (ABN 42 000 837 472) of Level 8, 14 Martin Place, Sydney, New South Wales (**Bidder**);

AND

Matthew Gaden Western Wood and Belinda Lucy Wood of
(Shareholder).

RECITALS

- A. The Shareholder is the legal and beneficial owner of the Acceptance Shares.
- B. The Bidder proposes to make a public announcement of its intention to make the Offer.
- C. The Shareholder has agreed to accept the Offer in respect of the Acceptance Shares on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Acceptance Shares means 52,363,050 Target Shares.

Associate has the meaning given by section 12 of the Corporations Act.

Agreement means the agreement constituted by this document and includes the recitals.

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

Bidder Share means a fully paid ordinary share in the capital of the Bidder.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Bidder Group means the Bidder and its subsidiaries (as that term is defined in the Corporations Act).

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

Dispose has the meaning given by the ASX Listing Rules.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and Encumber has a corresponding meaning.

Offer means offers to acquire Target Shares made by the Bidder under an off-market takeover bid under Chapter 6 of the Corporations Act, for the Offer Consideration, as varied from time to time in accordance with the Corporations Act.

Offer Consideration means one (1) Bidder Share for every five hundred and twenty (520) Target Shares, with any fractional entitlements to Bidder Shares rounded to the nearest whole Bidder Share.

Offer Period means the offer period (as that term is defined in the Corporations Act) in respect of the Offer.

Party means a party to this Agreement.

Relevant Interest has the meaning given by section 9 of the Corporations Act.

Rights means all accretions, rights and benefits of whatever kind attaching to or arising from the Acceptance Shares directly or indirectly after the Bidder announces the Offer (including, without limitation, all rights to receive dividends, bonuses or other share of Target's profits or capital as well as all rights to receive or subscribe for shares, stock, units, notes, bonds, options or other securities and all other distributions or entitlements declared, paid issued or made by the Target or any of its Subsidiaries.

Subsidiary has the meaning set out in section 9 of the Corporations Act.

Target means Laguna Resources NL (ABN 36 008 460 366).

Target Share means a fully paid ordinary share in the capital of the Target.

Third Party means a person other than the Bidder or a member of the Bidder Group.

Third Party Offer means a public announcement during the term of this Agreement of any offer (or variation of that offer) by a Third Party involving:

- (a) the acquisition by a person of:
 - (i) a Relevant Interest of 50% or more of Target Shares; or
 - (ii) a substantial part or all of the business of the Target; or
- (b) an arrangement for a merger or business combination involving the Target, whether by way of scheme of arrangement, off-market takeover offer or otherwise.

Third Party Offer Price means the Value of the Third Party Offer.

Value means, in relation to an offer of securities or financial products or an offer which includes securities or financial products:

- (a) in relation to any cash component, the cash price offered in Australian dollars (or if not offered in Australian dollars, converted to Australian dollars at the Reuters published exchange rate (as at midday Sydney time) on that date); plus
- (b) in the case of securities or financial products which are quoted for trading on a stock exchange, the volume weighted average price per security on the principal exchange on which the securities or financial

products are traded in the two (2) trading days after the offer is announced or varied; plus

- (c) in any other case, the fair value of the security or financial products as agreed between the parties or (in default of such agreement), as determined by an independent expert appointed by joint agreement by the parties, or (in default of such agreement within five (5) Business Days), a person nominated by the chairman of ASX.

1.2 Interpretations

In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) a reference to \$ or dollar is to Australian currency.

2. OBLIGATIONS OF THE SHAREHOLDER

2.1 Acceptance of Bidder's offer for Target Shares

In consideration of:

- (a) the mutual promises set out in this Agreement; and
- (b) the Bidder paying the Shareholder \$1.00 (receipt of which is acknowledged by the Shareholder),

if the Bidder publicly announces the Offer within two (2) months after the date of this Agreement, the Shareholder undertakes to:

- (c) irrevocably accept the Offer in respect of the Acceptance Shares by no later than 5.00pm (WST) on the date which is five (5) Business Days after the commencement of the Offer Period; and
- (d) do everything (including executing any document and making any election) that the Bidder reasonably requires, to give full effect to the Shareholder's obligations to accept the Offer in respect of the Acceptance Shares and ensure that the Bidder is entitled to all Rights.

2.2 No withdrawal of acceptance by Shareholder

The Shareholder:

- (a) acknowledges that its acceptance of the Offer will be irrevocable and agrees to do everything (including executing any document) that the Bidder reasonably requires, to give full effect to the Shareholder's acceptance of the Offer in respect of the Acceptance Shares;
- (b) irrevocably waives any rights it may have under section 650E of the Corporations Act, in the event that the Bidder varies the Offer; and
- (c) covenants not to exercise any rights it may have to withdraw its acceptance of the Offer in respect of the Acceptance Shares, including under section 650E of the Corporations Act.

2.3 Prohibited actions

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, neither the Shareholder nor, so far as it is able to procure (using its best endeavours), none of its Associates will:

- (a) dispose or Encumber any Acceptance Shares;
- (b) directly or indirectly make or cause to be made any offer, invitation or solicitation for, or directly or indirectly purchase or otherwise acquire any Relevant Interest in any Target Shares (other than pursuant to the conversion or exercise of any Target convertible securities on issue as at the date of this Agreement (**Convertible Securities**));
- (c) co-operate or assist or enter into any agreement or arrangement with any person relating to or connected with the making of any offer for the purchase or acquisition of any Relevant Interest in any Target Shares (other than pursuant to the conversion or exercise of any Convertible Securities on issue as at the date of this Agreement); or
- (d) procure another person to apply for, acquire or dispose of Target Shares or enter into an agreement to apply for, acquire or dispose of Target Shares (other than pursuant to the conversion or exercise of any Convertible Securities on issue as at the date of this Agreement).

3. BIDDER MAY USE SUBSIDIARY

- (a) The Bidder may cause a wholly-owned Subsidiary to make the Offer referenced in clause 2.1 (**Bidder Nominated Subsidiary**).

- (b) If clause 3(a) applies:
 - (i) all references to the Bidder in this Agreement shall be deemed to be references to the Bidder Nominated Subsidiary; and
 - (ii) the Bidder must procure that the Bidder Nominated Subsidiary performs the Bidder's obligations under this Agreement.

4. TERMINATION OF ACCEPTANCE ARRANGEMENTS

The obligations of the Shareholder pursuant to clause 2 terminate without any further action required by any Party in the event that:

- (a) a Third Party Offer is publicly announced during the Offer Period;
- (b) the Third Party Offer Price of that Third Party Offer exceeds the Value of the Offer Consideration; and
- (c) the Bidder does not increase the Offer Consideration (or announce an intention to do so) by adding to the existing consideration offered under the Offer additional cash (in Australian dollars) or Bidder Shares to equal or exceed the highest Value offered under that Third Party Offer, within five (5) Business Days of that Third Party Offer being publicly announced.

5. SUBSTANTIAL HOLDER NOTICE

The Bidder agrees that it will lodge with the ASX a Form 603 – Notice of Initial Substantial Holder (which will annex a copy of this Agreement) in relation to the Acceptance Shares, at the time required by the Corporations Act.

6. WARRANTIES

The Shareholder warrants to the Bidder that:

- (a) it has full power and authority to enter into this Agreement;
- (b) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound; and
- (c) the Acceptance Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance created by this Agreement).

7. EXPIRY AND TERMINATION

7.1 Termination

This Agreement will expire and terminate and there will be no continuing rights or obligations of either Party (other than the warranties set out in clause 6) if:

- (a) the Bidder does not make the Offer within 2 months after the date of this Agreement;
- (b) the Bidder withdraws the Offer in accordance with the provisions of the Corporations Act;
- (c) the Bidder being registered in the Target's share register as the holder of the Acceptance Shares; or

- (d) the Offer closing having not, prior to or on the date of closing, been freed of all defeating conditions.

7.2 Acknowledgement regarding Offer

The Shareholder acknowledges and agrees that:

- (a) nothing in this Agreement obliges Bidder to announce or proceed with the Offer; and
- (b) the Bidder has the right, subject to the Corporations Act, to delete, waive or vary any of the conditions in any Offer, declare any Offer unconditional or extend any Offer at any time.

8. CONFIDENTIALITY

The fact and terms of this Agreement must be kept confidential until the earlier of:

- (a) the announcement of the Offer; or
- (b) the lodgement of the notice contemplated by clause 5.

9. CONSENT

The Shareholder consents to the inclusion of references to it and the subject matter of this Agreement in any public announcement by the Bidder in relation to the Offer or to any such reference or statements required in a bidder's statement issued in connection with the Offer.

10. NOTICES

10.1 Requirements for Notice

Each notice authorised or required to be given to a Party shall be in writing and may be delivered personally or sent by properly addressed and prepaid mail or facsimile in each case addressed to the Party at its address set out in clause 10.2, or as the case may be to such other address as it may from time to time notify to the other Parties pursuant to clause 10.3.

10.2 Address of Parties

The initial address of the Parties shall be as follows:

In the case of the Bidder:

Suite 801, Level 8
14 Martin Place
SYDNEY NSW 2000

Facsimile: INT + 61 2 8256 4810
Attention: Mr Duane Woodbury

In the case of the Shareholder:

Facsimile: INT + 61 9200 4469
Attention: Mr Matthew Wood

10.3 Change of Address

Each Party may from time to time change its address by giving notice pursuant to clause 10.1 to the other Parties.

10.4 Receipt of Notice

Any notice given pursuant to clause 10.1 will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery if delivered prior to 5 pm (Perth time) on a Business Day or on the next following Business Day if delivered after 5 pm (Perth time) on a Business Day or on other than a Business Day;
- (b) if sent by mail, on the second clear Business Day after the day of posting; or
- (c) if sent by facsimile, on the day the facsimile was sent by clear transmission.

11. FURTHER ASSURANCE

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party to effectively carry out and give effect to the terms and intentions of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

13. VARIATION

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

14. COSTS

14.1 Stamp Duty

All stamp duty assessed on or in respect of this Agreement (if any) shall be paid by the Bidder.

14.2 Legal Costs

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

15. MISCELLANEOUS

15.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of

separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

15.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

15.3 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

15.4 Time

Time shall be of the essence in this Agreement in all respects.

EXECUTED by the Parties as an Agreement.

EXECUTED BY
KINGSGATE CONSOLIDATED LIMITED
ABN 42 000 837 472
in accordance with the Corporations Act:
Through its Attorney

Director

Attorney

SIMON McDONALD

Director/Secretary

NAME

SIGNED by
MATTHEW GADEN WESTERN WOOD
in the presence of:

[Signature]

Signature of Witness

[Signature]
(Signature)

FRANCIS SCOTT FUNSTON

Full Name of Witness
(BLOCK LETTERS)

1/33 RICHARDSON ST WEST PERTH 6005
Address:

ACCOUNTANT

Occupation:

SIGNED by
BELINDA LUCY WOOD
in the presence of:

[Signature]

Signature of Witness

[Signature]

(Signature)

FRANCIS SCOTT FUNSTON

Full Name of Witness
(BLOCK LETTERS)

1/33 RICHARDSON ST WEST PERTH WA 6005
Address:

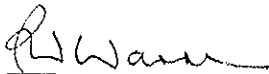
ACCOUNTANT

Occupation:

Annexure D

This is Annexure D of 11 pages (including this page) referred to in the Form 603, Notice of initial substantial holder, given by Kingsgate Consolidated Limited. I hereby certify that this is a true copy of the Pre-Bid Acceptance Agreement entered into between Kingsgate Consolidated Limited and Timothy James Flavel.

Signed:



Date: 26 October 2010

Name:

Peter Warren

Position:

Company Secretary

KINGSGATE CONSOLIDATED LIMITED
ABN 42 000 837 472
(Bidder)

and

MR TIMOTHY JAMES FLAVEL
(Shareholder)

PRE-BID ACCEPTANCE AGREEMENT

THIS AGREEMENT is made the Twenty First day of October 2010

BETWEEN

KINGSGATE CONSOLIDATED LIMITED (ABN 42 000 837 472) of Level 8, 14 Marlin Place, Sydney, New South Wales (Bidder);

AND

TIMOTHY JAMES FLAVEL of

RECITALS

- A. The Shareholder is the legal and beneficial owner of the Acceptance Shares.
- B. The Bidder proposes to make a public announcement of its intention to make the Offer.
- C. The Shareholder has agreed to accept the Offer in respect of the Acceptance Shares on the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Acceptance Shares means 52,363,050 Target Shares.

Associate has the meaning given by section 12 of the Corporations Act.

Agreement means the agreement constituted by this document and includes the recitals.

ASX means ASX Limited (ABN 98 008 624 691) or, as the context requires, the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

Bidder Share means a fully paid ordinary share in the capital of the Bidder.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Bidder Group means the Bidder and its subsidiaries (as that term is defined in the Corporations Act).

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

Dispose has the meaning given by the ASX Listing Rules.

Encumbrance means a mortgage, charge, pledge, lien, hypothecation or third party interest of any kind whatsoever, or an agreement or arrangement to create any of them or to allow any of them to exist and Encumber has a corresponding meaning.

Offer means offers to acquire Target Shares made by the Bidder under an off-market takeover bid under Chapter 6 of the Corporations Act, for the Offer Consideration, as varied from time to time in accordance with the Corporations Act.

Offer Consideration means one (1) Bidder Share for every five hundred and twenty (520) Target Shares, with any fractional entitlements to Bidder Shares rounded to the nearest whole Bidder Share.

Offer Period means the offer period (as that term is defined in the Corporations Act) in respect of the Offer.

Party means a party to this Agreement.

Relevant Interest has the meaning given by section 9 of the Corporations Act.

Rights means all accretions, rights and benefits of whatever kind attaching to or arising from the Acceptance Shares directly or indirectly after the Bidder announces the Offer (including, without limitation, all rights to receive dividends, bonuses or other share of Target's profits or capital as well as all rights to receive or subscribe for shares, stock, units, notes, bonds, options or other securities and all other distributions or entitlements declared, paid issued or made by the Target or any of its Subsidiaries.

Subsidiary has the meaning set out in section 9 of the Corporations Act.

Target means Laguna Resources NL (ABN 36 008 460 366).

Target Share means a fully paid ordinary share in the capital of the Target.

Third Party means a person other than the Bidder or a member of the Bidder Group.

Third Party Offer means a public announcement during the term of this Agreement of any offer (or variation of that offer) by a Third Party involving:

- (a) the acquisition by a person of:
 - (i) a Relevant Interest of 50% or more of Target Shares; or
 - (ii) a substantial part or all of the business of the Target; or
- (b) an arrangement for a merger or business combination involving the Target, whether by way of scheme of arrangement, off-market takeover offer or otherwise.

Third Party Offer Price means the Value of the Third Party Offer.

Value means, in relation to an offer of securities or financial products or an offer which includes securities or financial products:

- (a) in relation to any cash component, the cash price offered in Australian dollars (or if not offered in Australian dollars, converted to Australian dollars at the Reuters published exchange rate (as at midday Sydney time) on that date); plus
- (b) in the case of securities or financial products which are quoted for trading on a stock exchange, the volume weighted average price per security on the principal exchange on which the securities or financial

products are traded in the two (2) trading days after the offer is announced or varied; plus

- (c) In any other case, the fair value of the security or financial products as agreed between the parties or (in default of such agreement), as determined by an independent expert appointed by joint agreement by the parties, or (in default of such agreement within five (5) Business Days), a person nominated by the chairman of ASX.

1.2 Interpretations

In this Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;
- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) a reference to \$ or **dollar** is to Australian currency.

2. OBLIGATIONS OF THE SHAREHOLDER

2.1 Acceptance of Bidder's offer for Target Shares

In consideration of:

- (a) the mutual promises set out in this Agreement; and
- (b) the Bidder paying the Shareholder \$1.00 (receipt of which is acknowledged by the Shareholder),

if the Bidder publicly announces the Offer within two (2) months after the date of this Agreement, the Shareholder undertakes to:

- (c) irrevocably accept the Offer in respect of the Acceptance Shares by no later than 5.00pm (WST) on the date which is five (5) Business Days after the commencement of the Offer Period; and
- (d) do everything (including executing any document and making any election) that the Bidder reasonably requires, to give full effect to the Shareholder's obligations to accept the Offer in respect of the Acceptance Shares and ensure that the Bidder is entitled to all Rights.

2.2 No withdrawal of acceptance by Shareholder

The Shareholder:

- (a) acknowledges that its acceptance of the Offer will be irrevocable and agrees to do everything (including executing any document) that the Bidder reasonably requires, to give full effect to the Shareholder's acceptance of the Offer in respect of the Acceptance Shares;
- (b) irrevocably waives any rights it may have under section 650E of the Corporations Act, in the event that the Bidder varies the Offer; and
- (c) covenants not to exercise any rights it may have to withdraw its acceptance of the Offer in respect of the Acceptance Shares, including under section 650E of the Corporations Act.

2.3 Prohibited actions

The Shareholder agrees that from the date of execution of this Agreement until the termination of this Agreement, other than pursuant to a transaction contemplated by this Agreement, neither the Shareholder nor, so far as it is able to procure (using its best endeavours), none of its Associates will:

- (a) dispose or Encumber any Acceptance Shares;
- (b) directly or indirectly make or cause to be made any offer, invitation or solicitation for, or directly or indirectly purchase or otherwise acquire any Relevant Interest in any Target Shares (other than pursuant to the conversion or exercise of any Target convertible securities on issue as at the date of this Agreement (**Convertible Securities**));
- (c) co-operate or assist or enter into any agreement or arrangement with any person relating to or connected with the making of any offer for the purchase or acquisition of any Relevant Interest in any Target Shares (other than pursuant to the conversion or exercise of any Convertible Securities on issue as at the date of this Agreement); or
- (d) procure another person to apply for, acquire or dispose of Target Shares or enter into an agreement to apply for, acquire or dispose of Target Shares (other than pursuant to the conversion or exercise of any Convertible Securities on issue as at the date of this Agreement).

3. BIDDER MAY USE SUBSIDIARY

- (a) The Bidder may cause a wholly-owned Subsidiary to make the Offer referenced in clause 2.1 (**Bidder Nominated Subsidiary**).

- (b) If clause 3(a) applies:
 - (i) all references to the Bidder in this Agreement shall be deemed to be references to the Bidder Nominated Subsidiary; and
 - (ii) the Bidder must procure that the Bidder Nominated Subsidiary performs the Bidder's obligations under this Agreement.

4. TERMINATION OF ACCEPTANCE ARRANGEMENTS

The obligations of the Shareholder pursuant to clause 2 terminate without any further action required by any Party in the event that:

- (a) a Third Party Offer is publicly announced during the Offer Period;
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5. SUBSTANTIAL HOLDER NOTICE

The Bidder agrees that it will lodge with the ASX a Form 603 – Notice of Initial Substantial Holder (which will annex a copy of this Agreement) in relation to the Acceptance Shares, at the time required by the Corporations Act.

6. WARRANTIES

The Shareholder warrants to the Bidder that:

- (a) it has full power and authority to enter into this Agreement;
- (b) the execution and performance of this Agreement is not in breach of any trust, deed, contract or other obligation to which it is bound; and
- (c) the Acceptance Shares will at all relevant times be free from any Encumbrance (other than an Encumbrance created by this Agreement).

7. EXPIRY AND TERMINATION

7.1 Termination

This Agreement will expire and terminate and there will be no continuing rights or obligations of either Party (other than the warranties set out in clause 6) if:

- (a) the Bidder does not make the Offer within 2 months after the date of this Agreement;
- (b) the Bidder withdraws the Offer in accordance with the provisions of the Corporations Act;
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The Shareholder acknowledges and agrees that:

- (a) nothing in this Agreement obliges Bidder to announce or proceed with the Offer; and
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14 Martin Place
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Facsimile: INT + 61 2 8256 4810
Attention: Mr Duane Woodbury

In the case of the Shareholder:

Facsimile: INT + 61 9200 4469
Attention: Mr Timothy Flavel

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Each Party may from time to time change its address by giving notice pursuant to clause 10.1 to the other Parties.

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No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

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14.1 Stamp Duty

All stamp duty assessed on or in respect of this Agreement (if any) shall be paid by the Bidder.

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Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

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15.1 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of

separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

15.2 Entire Agreement

This Agreement shall constitute the sole understanding of the Parties with respect to the subject matter and replaces all other agreements with respect thereto.

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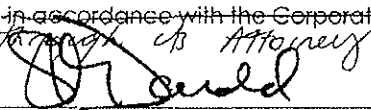
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15.4 Time

Time shall be of the essence in this Agreement in all respects.

EXECUTED by the Parties as an Agreement.

EXECUTED BY
KINGSGATE CONSOLIDATED LIMITED
ABN 42 000 837 472
in accordance with the Corporations Act:

through its Attorney


Director


Attorney

SIMON McDONALD

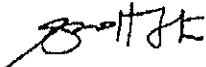
Director/Secretary

Name

SIGNED by
TIMOTHY JAMES FLAVEL
in the presence of:



(Signature)



Signature of Witness

FRANCIS SCOTT FUNSTON

Full Name of Witness

(BLOCK LETTERS)

1/53 RICHARDSON ST WEST PERTH WA 6005
Address:

ACCOUNTANT

Occupation: