

**ASX ANNOUNCEMENT**

**17 July 2009**

**Initial Substantial Shareholder Notice**

Please find attached a Notice of Initial Substantial Holder received today by the Company.

It should be noted that these shares are subject to a voluntary trading restriction until 1 June 2011.

On behalf of the Board  
K M Schlobohm  
Company Secretary

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**Form 603**

**Corporations Act 2001  
Section 671B**

**Notice of initial substantial holder**

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To Company Name/Scheme: D'Aguilar Gold Limited  
ACN/ARSN 052 354 837

**1. Details of substantial holder(1)**

Name Indium Investments Pty Ltd  
ACN/ARSN (if applicable) 062 344 861

The holder became a substantial holder on 1 June 2009.

**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	Voting power (6)
Fully paid ordinary shares (FPO)	33,285,714	33,285,714	14.14%

**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
Indium Investments Pty Ltd	Pursuant to a Deed (attached as Annexure A).	33,285,714 FPO
Stewart Dann	Director and holder of more than 20% of the shares of Indium Investments Pty Ltd.	N-A

**4. 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 holder (8)	Class and number of securities
Indium Investments Pty Ltd	Indium Investments Pty Ltd	Indium Investments Pty Ltd	33,285,714 FPO
Stewart Dann	Indium Investments Pty Ltd		

**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	
Indium Investments Pty Ltd	1 June 2009		3.5 cents per share	33,285,714 FPO

**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
Stewart Dann	Director and holder of more than 20% of the shares of Indium Investments Pty Ltd.

**7. Addresses**

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

Name	Address
Indium Investments Pty Ltd	Level 21, 300 Queen Street, Brisbane Qld 4000

**Signature**

print name

STEWART DANN

capacity

SOLE DIRECTOR

sign here



date

16/07/09.



HopgoodGanim

LAWYERS

## Deed

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Anduramba Molybdenum Pty Ltd ACN 121 572 192 (AM)

D'Aguilar Gold Ltd ABN 67052 354 837 (DGR)

Indium Investments Pty Ltd ACN 062 344 861 (Indium)

*THIS IS ANNEXURE A OF 8 PAGES REFERRED TO  
IN FORM 603 "NOTICE OF INITIAL SUBSTANTIAL  
SHAREHOLDER".*

*STEWART DANN  
16/07/09.*

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## Date

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## Parties

Anduramba Molybdenum Pty Ltd ACN 121 572 192 (**AM**)

D'Aguilar Gold Ltd ABN 67052 354 837 (**DGR**)

Indium Investments Pty Ltd ACN 062 344 861 (**Indium**)

## Background

- A. Indium is the holder of the Indium Notes which are due to mature on 30 April 2009.
- B. Indium has agreed to accept redemption of the Indium Notes and repayment of all money owing under the Indium Notes on the terms in this Deed.

## It is agreed

### 1. Definitions and interpretation

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1.1 In this deed:

**Approval** means the approval of shareholders of DGR at the EGM to the issue of the DGR Shares;

**ASX** means ASX Limited;

**Business Day** means a day on which banking institutions generally are open in Queensland but excluding Saturdays, Sundays and public holidays;

**CM Shares** means ordinary shares in Central Minerals Pty Ltd, a subsidiary of DGR;

**DGR Shares** means ordinary shares in DGR;

**EGM** means an extraordinary general meeting of DGR;

**Escrow Deed** means ;

- (a) in the case of the Required DGR Shares , a voluntary escrow deed in the form or substantially in the form in Schedule 1 of this Deed;
- (b) in the case of the Required CM Shares , a voluntary escrow deed in the form or substantially in the form in Schedule 2 of this Deed; and
- (c) in the case of the Listed Entity Shares , a voluntary escrow deed in the form or substantially in the form in Schedule 2 of this Deed with such modifications as may be required by the Listed Entity to comply with the applicable listing rules of the Stock Exchany upon which the Listed Entity is admitted at the relevant time;



**GST** has the same meaning given in the GST Law and includes any interests, penalties, fines or expenses relating to such GST;

**GST Law** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and/or associated Commonwealth legislation, regulations and publicly-available rulings;

**Indium Notes** means the notes having a face value of \$1,500,000.00 issued by AM to Indium under the Indium Note Agreement;

**Indium Note Agreement** means the agreement entered into by AM, DGR and Indium on or about the 3 May 2007;

**Law** includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial or local;

**Liabilities** means any and all liabilities, debts or obligations, whether actual or contingent, present or future, qualified or unqualified or incurred jointly or severally with any other person. A reference to **Liability** has a corresponding meaning;

**Stock Exchange** means a recognised stock exchange in Australia, United Kingdom or Canada, as the case may be;

**Subsidiary** has the meaning provided in section 9 of the *Corporations Act 2001*(Cwth);

**Tax** means any present or future tax, levy, deductions, compulsory loans, impost, duty or withholding which is levied or imposed by any Law (including any income tax, stamp duty, withholding tax, capital gains tax, fringe benefits tax, GST, recoupment tax, sales tax, payroll tax, withholding tax municipal rates or land tax) together with any interest and penalty taxes, duties and imposts levied under any such Law and **Taxes** has the corresponding meaning;

**Tax Invoice** means a document that complies with the requirements of the GST Law for a tax invoice;

## 1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this agreement to:
- (1) this Deed or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
  - (2) the singular includes the plural and the plural includes the singular;
  - (3) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
  - (4) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
  - (5) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
  - (6) money is to Australian dollars, unless otherwise stated;
  - (7) a time is a reference to Brisbane time unless otherwise specified;



- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (d) If an act is required to be done on a particular day it must be done before 5.00pm on that day or it will be deemed to have been done on the following day.

## 1.3 Parties

- (a) If a party consists of more than one person, this agreement binds each of them separately and any two or more of them jointly.
- (b) An agreement, representation or warranty in favour of more than one person is for the benefit of them jointly and each of them separately. A party which is a trustee is bound both personally and in its capacity as trustee.

## 2. Issue of Securities

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### 2.1 Indium agrees to accept in repayment of the Indium Note;

- (a) subject to obtainment of the Approval, the issue of 33,285,714 DGR Shares each issued at an issue price of \$0.035 per DGR Share on the next Business Day after the EGM (**Required DGR Shares**); and
- (b) the issue of 3,250,000 CM shares at an issue price of 20c per CM Share on the next Business Day after the EGM (**Required CM Shares**)

### 2.2 DGR shall forthwith cause and procure the EGM to be convened for the purposes of approving the issue of the Required DGR Shares.

### 2.3 In the event that the Approval is not obtained Indium shall be entitled to give written notice to DGR and AM to elect to either:

- (a) request that DGR convene a further EGM for the purposes of approving the issue of the Required DGR Shares, in which case the obligation of DGR to issue the Required DGR Shares shall continue but subject only to obtainment of any shareholder approval required to issue the same or DGR ceasing to be under any requirement for shareholder approval to be obtained to issue the Required DGR Shares; or
- (b) request that;
  - (1) DGR issue forthwith the maximum number of DGR Shares that DGR is lawfully permitted to issue in partial satisfaction of the obligation in clause 2.1(a) (**Available DGR Shares**);
  - (2) issue the CM Shares referred to in clause 2.1(b); and
  - (3) pay the difference in value calculated on the issue price of \$0.035 per DGR Share between the Required DGR Shares and the Available DGR Shares by way of cash or such other form of consideration as may be agreed to by Indium.





### 3. Voluntary Escrow

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- 3.1 Indium agrees, if requested to do so by DGR , to voluntary escrow of the Required DGR Shares [ or any part thereof] upon the terms of the Escrow Deed.
- 3.2 DGR may require the execution of the Escrow Deed as a condition of the issue of the Required DGR Shares[ or any part thereof] .
- 3.3 Indium agrees, if requested to do so by CM , to voluntary escrow of the Required CM Shares [ or any part thereof] upon the terms of the Escrow Deed .
- 3.4 Indium further acknowledges and agrees that in the event that CM is during any Escrow Period applying under the Escrow Deed acquired by any company listed on a Stock Exchange (**Listed Entity**) Indium, if requested to do so by the Listed Entity will voluntary escrow any shares received by Indium in consideration for the sale of the CM Required Shares (**Listed Entity Shares**) for the balance of the Escrow Period upon the same terms or substantially the same terms of the Escrow Deed in respect of the Listed Entity Shares.
- 3.5 CM may require the execution of the Escrow Deed as a condition of the issue of the Required CM Shares [or any part thereof].

### 4. Release

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- 4.1 Upon the provision by DGR and CM of the consideration referred to in clause 2 of this Deed Indium forever releases:
- (a) AM from all Liability under the Indium Notes and the Indium Note Agreement;
  - (b) DGR from all Liability under the Indium Notes and the Indium Note Agreement.

### 5. Costs & Expenses

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Each party must pay all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Deed, including any investigations undertaken and the costs and expenses associated with retention of financial, legal, taxation and other professional advisers.

### 6. Confidentiality

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- 6.1 A party may not disclose the contents or terms of this agreement or any information or documents received by it in connection with the negotiation of this agreement or pursuant to the provisions of this agreement without the prior consent of the others, except to the extent that:
- (a) disclosure is permitted by the express terms of this Deed;
  - (b) the information available to the public generally (except as a result of a previous breach of this clause 6);
  - (c) that party is required to make the disclosure by law or under the listing rules of ASX;



- (d) the disclosure is made on a confidential basis to the Representatives of that party for the purpose of obtaining professional advice.

## 7. Governing Law and Jurisdiction

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- 7.1 This agreement is governed by and construed in accordance with the laws of Queensland.
- 7.2 Each party irrevocably:
  - (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this agreement; and
  - (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 7.2(a).

## 8. GST

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- 8.1 Unless expressly stated to the contrary all amounts expressed in this agreement are exclusive of GST.
- 8.2 If a party (**the Supplier**) is obliged pursuant to the GST Law to pay an amount of GST in respect of a taxable supply made by the Supplier to another party (**the Recipient**) pursuant to the provisions of this agreement, the Recipient shall pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- 8.3 The Recipient must pay the amount referred to in clause 8.2 in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.
- 8.4 If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by this clause 8

## 9. Counterparts

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This Deed may be executed, in original form and/or by facsimile transmission, in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument.

## 10. Further Assurance

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Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this agreement and the transactions contemplated by it.

### SCHEDULE 1

(DGR Escrow Deed)

Deed



Signing page

Executed as a deed by Anduramba Molybdenum Pty Ltd ACN 121 572 192

BCL  
Director/Sole Director/Sole Director and Secretary

BRIAN MOLLER  
Print full name of Director/Sole Director

WGRunge  
Director/Secretary (if applicable)

WILLIAM GREGORY RUNGE  
Print full name of Director/Secretary

Executed as a deed by D'Aguilar Gold Ltd ABN 67052 354 837

BCL  
Director/Sole Director/Sole Director and Secretary

BRIAN MOLLER  
Print full name of Director/Sole Director

WGRunge  
Director/Secretary (if applicable)

WILLIAM GREGORY RUNGE  
Print full name of Director/Secretary

Executed as a deed by Indium Investments Pty Ltd ACN 062 344 861

[Signature]  
Director/Sole Director/Sole Director and Secretary

STEWART DANW,  
Print full name of Director/Sole Director

\_\_\_\_\_  
Director/Secretary (if applicable)

\_\_\_\_\_  
Print full name of Director/Secretary

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