

ASX Announcement

ASX : TAM

22 July 2014



COMPANY ENQUIRIES

Pauline Collinson
COMPANY SECRETARY

TANAMI GOLD NL

ABN 51 000 617 176

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L2, 56 Ord Street, West Perth
Western Australia 6005

PO Box 1892, West Perth
Western Australia 6872

NOTICE OF GENERAL MEETING OF SHAREHOLDERS

Tanami Gold NL advises that a General Meeting of Shareholders will be held on 25 August 2014. The Notice of Meeting, which is attached hereto, was dispatched to Shareholders on 21 July 2014.

Pauline Collinson
Company Secretary



ABN 51 000 617 176

TANAMI GOLD NL
ACN 000 617 176

NOTICE OF GENERAL MEETING

**A General Meeting of the Company will be held at
The Celtic Club 48 Ord Street , West Perth Western Australia
on Monday 25 August 2014 at 9:00am (WST).**

This Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their accountant, solicitor or other professional adviser prior to voting.

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary by telephone on +618 93819550

TANAMI GOLD NL

ACN 000 617 176

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of shareholders of Tanami Gold NL (**Company**) will be held at The Celtic Club, 48 Ord Street, Western Perth, Western Australia on Monday 25 August 2014 at 9:00am (WST) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of this Notice.

The Directors have determined pursuant to regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on 23 August 2014 at 5:00pm (WST).

Terms and abbreviations used in this Notice and the Explanatory Memorandum are defined in Schedule 1.

AGENDA

1. Resolution 1 – Approval of Licence and Lease Agreement

To consider and, if thought fit, to pass with or without amendment, as an ordinary resolution the following:

"That, Shareholders approve the grant to ABM Resource NL ACN 009 127 020 by the Company's wholly owned subsidiary, Tanami Exploration NL ACN 063 213 598, of:

- (a) *a sublease to use the Tenements and the Infrastructure, including the Coyote Gold Processing Plant, (together the **Property**) for certain purposes;*
- (b) *an option to acquire the Property; and*
- (c) *a first right of refusal to acquire all or any of the Orbit Tenements,*

in each case on the terms and conditions in the Licence and Lease Agreement and otherwise as detailed in the Explanatory Memorandum."

BY ORDER OF THE BOARD



Pauline Collinson
Company Secretary
Dated: 18 August 2014

TANAMI GOLD NL

ACN 000 617 176

EXPLANATORY MEMORANDUM

1. Introduction

This Explanatory Memorandum has been prepared for the information of shareholders of Tanami Gold NL ACN 000 617 176 (**Company**) in connection with the business to be conducted at the Meeting to be held at The Celtic Club, 48 Ord Street, Western Perth, Western Australia, Western Australia on Monday 25 August 2014 at 9:00am (WST) (**Meeting**).

This Explanatory Memorandum should be read in conjunction with and forms part of the accompanying Notice. The purpose of this Explanatory Memorandum is to provide information to Shareholders in deciding whether or not to pass the Resolution.

This Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolution:

- Section 2: Action to be taken by Shareholders
- Section 3: Resolution 1 – Approval of Licence and Lease Agreement
- Schedule 1: Definitions

A Proxy Form is located at the end of this Explanatory Memorandum.

2. Action to be taken by Shareholders

Shareholders should read the Notice and this Explanatory Memorandum carefully before deciding how to vote on the Resolution.

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a "proxy") to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

3. Resolution 1 – Approval of Licence and Lease Agreement

3.1 General

As announced by the Company on 7 July 2014, the Company's wholly owned subsidiary, Tanami Exploration NL ACN 063 213 598 (**Tanami Exploration**), has entered into a licence and lease agreement with ABM Resources NL ACN 009 127 020 (**ABM**) dated 4 July 2014 (**Licence and Lease Agreement**), pursuant to which Tanami Exploration has agreed, amongst other things, to sublease to ABM its gold processing plant situated in the Western Tanami mining district in far north Western Australia.

The property of the Company that is the subject of the Licence and Lease Agreement includes:

- (a) the tenements detailed in Schedule 2 (**Tenements**);
- (b) the 240,000 tonnes per annum capacity gravity and CIL (carbon-in-leach) gold processing plant at Coyote and associated surface infrastructure situated on Mining Lease M80/559 (**Coyote Gold Processing Plant**); and
- (c) all other related surface infrastructure on the Tenements, including the infrastructure detailed in Schedule 3 (which, together with the Coyote Gold Processing Plant, comprises the **Infrastructure**).

The Infrastructure and the Tenements together comprise the **Property**.

The key commercial terms of the Licence and Lease Agreement include:

- (a) payment of a monthly licence fee of up to \$150,000 by ABM while it conducts due diligence investigations;
- (b) a \$2,000,000 lease payment from ABM for the first 12 months of production;
- (c) an option for ABM to extend the sublease for a further 12 months for a further lease payment of \$2,000,000;
- (d) an option for ABM to purchase the Tenements and the Infrastructure for \$3,000,000; and
- (e) a pre-emptive right for ABM to purchase the Orbit Tenements.

The grant of the Sublease pursuant to the Licence and Lease Agreement is subject to several conditions precedent, including Shareholder approval of the transactions contemplated by the Licence and Lease Agreement (which is being sought by Resolution 1).

Refer to Section 3.4 for further details of the conditions precedent to the grant of the Sublease and to Section 3.5 for a summary of the key terms of the Licence and Lease Agreement.

As detailed above, the Company will receive a monthly licence fee of up to \$150,000 to cover its costs of care and maintenance during the due diligence period. Should ABM exercise its right to sub-lease the Tenements, the \$2,000,000 lease payment will be used to repay debt owing under the Company's existing Sun Hung Kai Facility and for working capital. Any further lease payments or any purchase money will be similarly utilised.

3.2 Coyote Gold Project

The Coyote Gold Project consists of a 240,000 tpa processing plant and associated infrastructure situated on ML 80/59 in the Tanami mining district in the far north of Western Australia.

Ore from the Coyote underground mine had been processed through the plant until it was placed on care and maintenance in April 2013 when it became uneconomic due to the fall in the gold price.

The Coyote Gold Project together with the Western Tanami mining tenements are the assets of Tanami Exploration.

3.3 Rationale for Licence and Lease Agreement

The Company has previously announced that, following the unsuccessful drilling of the Kavanagh lode at the Coyote Gold Mine, the Company would re-evaluate the Company's position in respect to the Coyote, Kavanagh and the Western Tanami tenements. The Company has considered that, in view of the drilling results, the Company cannot consider reopening the mine. Also, in view of these results and the Company's financial position, the Company cannot justify or finance further drilling programs on the Coyote mining lease. Accordingly, the Board has taken the view that the Company's best option is to focus on its Central Tanami tenements situated in the Northern Territory. This includes the Company's main exploration asset, the one million ounce Groundrush resource.

The Company has considered the disposal of Coyote and the Western Tanami tenements and has been able to secure the proposal from ABM the subject of the Licence and Lease Agreement. The Company has carefully assessed the proposal and the possibility of obtaining any competing offers. The Company's conclusion is that there is little possibility of securing a better offer in the current market or in the foreseeable future.

The Licence and Lease Agreement does not cover the Mineral Rights relating to the Tenements, which are retained by the Company until such time (if at all) that ABM exercises its purchase option. During the Sublease Term the responsibility for past environmental disturbance and future mine closure costs remains with Tanami Exploration, and ABM will be responsible for any environmental disturbance occurring during the Sublease Term. If ABM exercises its purchase option, ABM will assume responsibility for all environmental liabilities in respect of the Property.

Pursuant to the Licence and Lease Agreement, ABM will be responsible for maintaining and operating the Infrastructure and, unless ABM exercises the purchase option, will return the Infrastructure to Tanami Exploration in the same operating condition in which ABM received it (fair wear and tear excepted).

3.4 Conditions Precedent

The grant of the Sublease under the Licence and Lease Agreement is conditional upon the satisfaction (or waiver) of the following conditions precedent by 4 July 2015:

- (a) ABM completing, and being reasonably satisfied with the results of, its due diligence investigations on the Property;
- (b) ABM receiving a binding decision from the Secretary of the *Mineral Royalty Act* (NT) in respect of the deductibility of certain costs connected with the transactions contemplated by the Licence and Lease Agreement;
- (c) ABM obtaining all necessary consents, approvals, permits or licences for the mining of ore from ABM's Twin Bonanza Gold Project and the haulage of ABM's ore to the Coyote Gold Processing Plant;
- (d) Tanami Exploration maintaining the Tenements in good standing and the Infrastructure in good order and repair;
- (e) all requisite statutory and regulatory approvals in relation to the transactions contemplated by the Licence and Lease Agreement being obtained, including Shareholder approval of Resolution 1;
- (f) Tanami Exploration receiving the approval of the continuing authority for the Infrastructure to continue operating;

- (g) any required third party (including traditional owners and native title holders) approvals to the transactions contemplated by the Licence and Lease Agreement being granted on terms reasonably acceptable to Tanami Exploration and ABM; and
- (h) any of ABM's creditors which acquire a security interest under the PPSA in or over any of the Infrastructure or Tanami Exploration's assets pursuant to the Licence and Lease Agreement providing Tanami Exploration with irrevocable undertakings that they will not register any security interest in or over any of the Infrastructure or Tanami's assets on the PPSR throughout the duration of the Licence and Lease Agreement,

(together, the **Conditions Precedent**).

The parties must use reasonable endeavours to satisfy the Conditions Precedent by 4 July 2015. If the Conditions Precedent are not satisfied (or waived) by 4 July 2015, either party may terminate the Licence and Lease Agreement.

Both the Company and ABM currently anticipate that the Conditions Precedent will take approximately 3 months to satisfy.

3.5 Licence and Lease Agreement

The key terms of the Licence and Lease Agreement are as follows:

(a) *Grant of licence to conduct due diligence*

Tanami Exploration grants ABM a non-exclusive licence in respect of the Property to enter the Tenements and conduct due diligence investigations prior to 4 July 2015. In consideration for the licence, ABM will pay Tanami Exploration a monthly licence fee equal to the care and maintenance costs incurred by Tanami Exploration during the period in which ABM conducts due diligence investigations, up to a maximum of \$150,000 per month.

(b) *Conditions Precedent*

The grant of the Sublease is conditional upon the satisfaction (or waiver) of the Conditions Precedent by 4 July 2015. Refer to Section 3.4 for further details.

(c) *Grant of Sublease*

Tanami Exploration grants ABM a sublease of the Tenements, including the right to use the Infrastructure, for certain permitted uses including stockpiling ABM's ore on the Tenements, commissioning the Coyote Gold Processing Plant and processing ABM's ore through the Coyote Gold Processing Plant to produce gold ore, storing consumables and waste products (including tailings) on the Tenements and rehabilitating the Tenements, in each case in accordance with the Licence and Lease Agreement (the **Sublease**). The Sublease does not grant any Mineral Rights in respect of the Tenements to ABM.

(d) *Condition Subsequent*

The Sublease is subject to the Coyote Gold Processing Plant being commissioned to the reasonable satisfaction of ABM (the **Condition Subsequent**). If the Condition Subsequent is not satisfied (or waived) on or before the date that is 3 months after the Sublease commences, then the Licence and Lease Agreement will terminate (and no rent will be payable by ABM – refer

to (e) and (f) below). ABM must use its best endeavours to satisfy the Condition Subsequent.

(e) *Sublease Term*

The Sublease will be for a period beginning on the date on which the last of the Conditions Precedent are satisfied (or waived) and terminating one year after the date on which ore sourced by ABM from tenements other than the Tenements is first processed through the Coyote Gold Processing Plant (**Production Date**) (the **Initial Term**). Following the expiry of the Initial Term, ABM has the right to renew the Sublease for a further one year term (**Further Term**, and together with the Initial Term, the **Sublease Term**).

(f) *Rent*

In consideration for the Sublease, ABM must pay Tanami Exploration a lump sum annual rent payment in advance of \$2,000,000. ABM's obligation to pay rent begins on the Production Date.

(g) *Purchase Option and rehabilitation obligations*

(i) Tanami Exploration grants ABM or its nominee an option to purchase the Tenements and the Infrastructure during the Initial Term or the Further Term (if applicable) for a purchase price of \$3,000,000 (**Purchase Option**).

(ii) If ABM exercises the Purchase Option and the purchase is completed, ABM will become liable to satisfy all rehabilitation obligations which attach to the Tenements irrespective of when such rehabilitation obligations arose, and ABM will indemnify Tanami Exploration against all such rehabilitation obligations.

(h) *ABM's obligations*

During the Sublease Term, ABM must:

- (i) pay all utilities costs and expenses in respect of the Property and the cost of commissioning and using the Coyote Gold Processing Plant and other Infrastructure;
- (ii) obtain, keep and maintain, at its cost, all licences required in relation to ABM's use of the Property;
- (iii) not claim or exercise any Mineral Rights in respect of the Tenements;
- (iv) take control of and sole responsibility for, as manager, the management of the Property, including so as to ensure that all conditions attached to the Tenements are observed and complied with insofar as they relate to matters other than Mineral Rights;
- (v) maintain the Property, fair wear and tear excepted;
- (vi) not undertake any construction works without Tanami Exploration's consent;
- (vii) comply with all occupational health and safety laws and licences in respect to the Property;

- (viii) comply with all environmental laws and licences in respect to the Property, and indemnify ABM in respect of and to the extent of any environmental liabilities arising from ABM's actions or omissions;
- (ix) not assign, mortgage, charge or sublease the Property, subject to certain exceptions (including in respect to the financing for ABM's Twin Bonanza Gold Project) or otherwise with the consent of Tanami Exploration; and
- (x) indemnify Tanami Exploration against all liabilities caused or contributed to by ABM arising out of or in connection with ABM's activities on or in respect of the Property.

(i) *Tanami Exploration's obligations*

During the Sublease Term, Tanami Exploration must:

- (i) not surrender, transfer, mortgage or charge the Tenements without the prior consent of ABM (not to be unreasonably withheld in certain circumstances);
- (ii) maintain the Tenements in good standing;
- (iii) pay any rates, taxes, charges, rents, monies and State government royalties payable in respect of the Tenements;
- (iv) retain responsibility for rehabilitation obligations in respect of contamination or environmental harm which occurred before the Sublease Term or which is otherwise caused by Tanami Exploration; and
- (v) retain full responsibility in all respects for the Coyote Underground Mine on the Tenements (provided that ABM is not accessing or using this mine).

(j) *Mineral Rights*

Tanami Exploration will solely and absolutely retain all Mineral Rights in respect of the Tenements. However, Tanami Exploration may only exercise its Mineral Rights in accordance with a written agreement with ABM (which the parties must use all reasonable endeavours to reach). This agreement must provide for the shared use of facilities and must not reduce gold production by ABM or otherwise unreasonably interfere with ABM's rights under the Licence and Lease Agreement.

(k) *Surrender or sale of Orbit Tenements*

- (i) If Tanami Exploration decides to voluntarily surrender the Orbit Tenements or any part thereof during the Sublease Term, then before so doing it must offer to transfer the relevant Orbit Tenements to ABM for \$1.
- (ii) Tanami Exploration grants ABM a pre-emptive right for the Sublease Term to acquire any of the Orbit Tenements which Tanami Exploration wishes to sell or dispose of to a bona fide purchaser on the same terms offered by the prospective purchaser.
- (iii)

(l) *Other*

ABM provides customary acknowledgements and warranties in favour of Tanami Exploration.

3.6 Directors' recommendation

For the reasons detailed in Section 3.3, the Directors recommend that Shareholders vote in favour of the Resolution.

Schedule 1 – Definitions

In the Notice and this Explanatory Memorandum:

\$ means Australian dollars.

ABM means ABM Resource NL ACN 009 127 020.

Board means the board of Directors.

Chair means the person appointed to chair the Meeting.

Conditions Precedent has the meaning given in Section 3.4.

Company means Tanami Gold NL ACN 000 617 176.

Coyote Gold Processing Plant has the meaning given in Section 3.1.

Directors mean the directors of the Company.

Explanatory Memorandum means this explanatory memorandum.

Further Term has the meaning given in Section 3.5(d).

Infrastructure has the meaning given in Section 3.1.

Initial Term has the meaning given in Section 3.5(d).

Licence and Lease Agreement has the meaning given in Section 3.1.

Meeting has the meaning given in the introductory paragraph of the Notice.

Mineral Rights means the right to explore, prospect or mine for, and the right to own, sell or dispose of, gold and any other mineral matter or substances derived from the Tenements, in whatever form or state.

Notice means the notice of general meeting which this Explanatory Memorandum accompanies.

Orbit Tenements means those mining tenements (as that term is defined in the *Mining Act 1978*) held by Tanami Exploration or any Related Body Corporate of Tanami Exploration from time to time during the Sublease Term wholly or partially within the area identified in Part 1 of Schedule 4 and includes those mining tenements listed in Part 2 of Schedule 4.

Production Date has the meaning given in Section 3.5(d).

Property means the Infrastructure and the Tenements.

Proxy Form means the proxy form attached to the Notice.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Resolution means the resolution referred to in the Notice.

Schedule means a schedule to the Notice.

Section means a section of this Explanatory Memorandum.

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

Shareholder means a holder of a Share.

Sublease has the meaning given in Section 3.5(b).

Sublease Term has the meaning given in Section 3.5(d).

Sun Hung Kai Facility means the Company's A\$15 million unsecured loan facility with Sun Hung Kai International Bank (Brunei) Limited.

Tanami Exploration means Tanami Exploration NL ACN 063 213 598, a wholly owned subsidiary of the Company.

Tenements has the meaning given in Section 3.1.

WST means Western Standard Time, being the time in Perth, Western Australia.

In the Notice and this Explanatory Memorandum, words importing the singular include the plural

Schedule 2 – Tenements

Tenement Number	Description	Registered Holder	Status
M80/559	Mining Lease 80/559	Tanami Exploration NL	Expiry: 26/09/2026
M80/560	Mining Lease 80/560	Tanami Exploration NL	Expiry: 26/09/2026
L80/46	Miscellaneous Licence 80/46 for airstrip, minesite accommodation and associated facilities and roads	Tanami Exploration NL	Expiry: 10/02/2026

Schedule 3 – Infrastructure

Infrastructure situated on the Tenements:

1. Tailings storage facility.
2. Ancillary infrastructure, including but not limited to, the Company's camp, offices, laboratory, clinic, and airstrip.
3. Various miscellaneous plant and equipment.

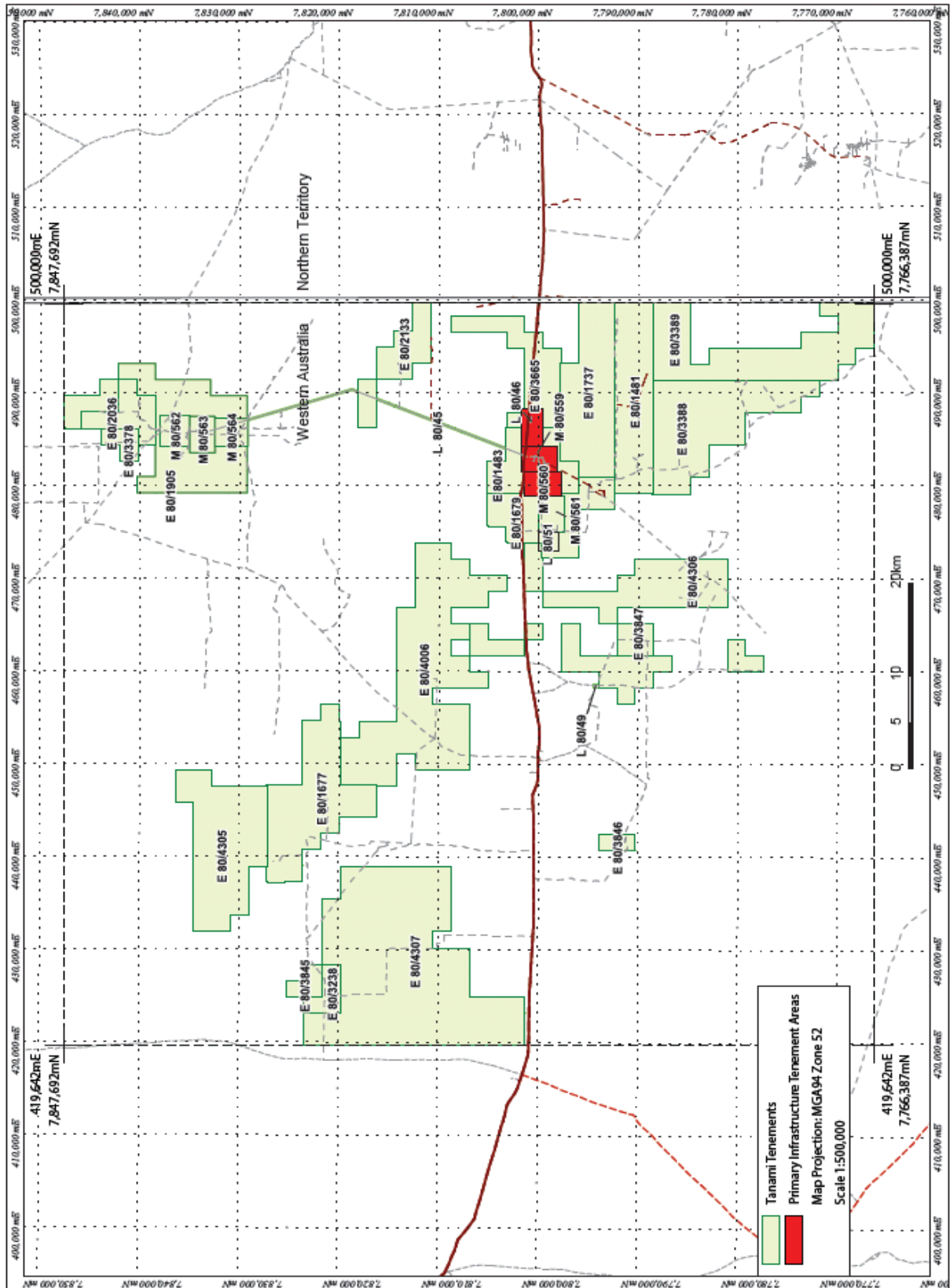
Schedule 4 – Orbit Tenements

Part 1 – Area of Orbit Tenements

MGA 94, Zone 52:

Top Left: 419,642mE, 7,847,692mN Top Right: 500,000mE, 7,847,692mN

Bottom Left: 419,642 mE, 7,766,387mN Bottom Right: 500,000mE, 7,766,387mN



Part 2 – Orbit Tenements (as at the date of this Notice)

WESTERN TANAMI		Holder	Granted From	Expiry Date
Selby				
E80/1481	Balwina	TENL	05-Oct-93	04-Oct-14
E80/1483	Coyote	TENL	16-Apr-92	15-Apr-14
E80/1677	Slatey Creek	TENL	15-Mar-94	14-Mar-14
E80/1679	Southside	TENL	15-Mar-94	14-Mar-14
E80/1737	Camel Hump	TENL	22-Mar-94	21-Mar-14
E80/2133	Killi Killi Hills	TENL	11-Aug-04	10-Aug-14
E80/3238	Afghan	TENL	29-Dec-04	28-Dec-13
E80/3388	Olive	TENL	15-May-06	14-May-15
E80/3389	Popeye	TENL	15-May-06	14-May-15
E80/3665	Border	TENL	19-Oct-07	18-Oct-17
E80/3845	Afghan East	TENL	08-Apr-08	7-Apr-18
E80/4006	Hermes	TENL	20-Nov-08	19-Nov-18
E80/4305	Triton	TENL	16-Jun-10	15-Jun-15
E80/4307	Argos	TENL	17-Sep-10	16-Sep-15
L80/45	Haul Road	TENL	17-Feb-06	16-Feb-27
L80/49	Bililuna Waterbore	TENL	27-Jan-06	26-Jan-27
L80/51	Coyote Camp	TENL	17-Feb-06	16-Feb-27
M80/561	Coyote #3	TENL	27-Sep-05	26-Sep-26
Gardner				
E80/1905	Bald Hill Central	TENL	06-Sep-94	5-Sep-14
E80/2036	Bald Hill North	TENL	17-Feb-95	16-Feb-14
E80/3378	Tent Hill East	TENL	20-Feb-06	19-Feb-14
M80/562	Bald Hill #1	TENL	02-Dec-05	01-Dec-26
M80/563	Bald Hill #2	TENL	02-Dec-05	01-Dec-26
M80/564	Bald Hill #3	TENL	02-Dec-05	01-Dec-26
Lewis				
E80/3846	Camel	TENL	08-Apr-08	07-Apr-18
E80/3847	Hutch's Find	TENL	08-Apr-08	07-Apr-18
E80/4306	Apollo	TENL	17-Sep-10	16-Sep-15

PROXY FORM

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONTACT YOUR STOCK BROKER OR LICENSED PROFESSIONAL ADVISOR.

TANAMI GOLD NL

ABN: 51 000 617 176

REGISTERED OFFICE
LEVEL 2
56 ORD STREET
WEST PERTH WA 6005

SHARE REGISTRY:
Security Transfer Registrars Pty Ltd
All Correspondence to:
PO BOX 535,
APPLECROSS WA 6953 AUSTRALIA
770 Canning Highway,
APPLECROSS WA 6153 AUSTRALIA
T: +61 8 9315 2333 F: +61 8 9315 2233
E: registrar@securitytransfer.com.au
W: www.securitytransfer.com.au

Code:

Holder Number:

SECTION A: Appointment of Proxy

I/We, the above named, being registered holders of the Company and entitled to attend and vote hereby appoint:

OR

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The meeting Chairperson
(mark with an "X")

The name of the person you are appointing
(if this person is someone other than the Chairperson of the meeting).

or failing the person named, or if no person is named, the Chairperson of the Meeting, as my/our Proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, as the Proxy sees fit) at the General Meeting of the Company to be held at 9.00am (WST) on Monday 25 August 2014 at The Celtic Club, 48 Ord Street, West Perth Western Australia and at any adjournment of that meeting.

SECTION B: Voting Directions to your Proxy

Please mark "X" in the box to indicate your voting directions to your Proxy.

Resolution	For	Against	Abstain*
1. APPROVAL OF LICENCE AND LEASE AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no directions are given my proxy may vote as the proxy thinks fit or may abstain.

* 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.

The Chairman intends to vote all available proxies in favour of the Resolution.

SECTION C: Please Sign Below

This section must be signed in accordance with the instructions overleaf to enable your directions to be implemented.

Individual or Security Holder

Sole Director and Sole Company Secretary

Security Holder 2

Director

Security Holder 3

Director / Company Secretary

Proxies must be received by Security Transfer Registrars Pty Ltd no later than 9.00am (WST) on Saturday, 23 AUGUST 2014.

ONLINE PROXY SERVICE

You can lodge your proxy online at www.securitytransfer.com.au

1. Log into the Investor Centre using your holding details.
2. Click on "Proxy Voting" and provide your Online Proxy ID to access the voting area.

Online Proxy ID:

My/Our contact details in case of enquiries are:

NAME

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TELEPHONE NUMBER

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NOTES

1. Name and Address

This is the name and address on the Share Register of TANAMI GOLD NL. If this information is incorrect, please make corrections on this form. Shareholders sponsored by a broker should advise their broker of any changes. Please note that you cannot change ownership of your shares using this form.

2. Appointment of a Proxy

If you wish to appoint the Chairperson of the Meeting as your Proxy please mark "X" in the box in Section A. Please also refer to Section B of this proxy form and ensure you mark the box in that section if you wish to appoint the Chairperson as your Proxy.

If the person you wish to appoint as your Proxy is someone other than the Chairperson of the Meeting please write the name of that person in Section A. If you leave this section blank, or your named Proxy does not attend the meeting, the Chairperson of the Meeting will be your Proxy. A Proxy need not be a Shareholder of TANAMI GOLD NL.

3. Directing your Proxy how to vote

To direct the Proxy how to vote place an "X" in the appropriate box against each item in Section B. Where more than one Proxy is to be appointed and the proxies are to vote differently, then two separate forms must be used to indicate voting intentions.

4. Appointment of a Second Proxy

You are entitled to appoint up to two (2) persons as proxies to attend the meeting and vote on a poll. If you wish to appoint a second Proxy, an additional Proxy form may be obtained by telephoning the Company's share registry +61 8 9315 2333 or you may photocopy this form.

To appoint a second Proxy you must:

- (a) On each of the Proxy forms, state the percentage of your voting rights or number of securities applicable to that form. If the appointments do not specify the percentage or number of votes that each Proxy may exercise, each Proxy may exercise half of your votes; and
- (b) Return both forms in the same envelope.

5. Signing Instructions

Individual: where the holding is in one name, the Shareholder must sign.

Joint Holding: where the holding is in more than one name, all of the Shareholders must sign.

Power of Attorney: to sign under Power of Attorney you must have already lodged this document with the Company's share registry. If you have not previously lodged this document for notation, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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 may sign alone. Otherwise this form must be signed by a Director jointly with either another Director or Company Secretary. Please indicate the office held in the appropriate place.

If a representative of the corporation is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be lodged with the Company before the meeting or at the registration desk on the day of the meeting. A form of the certificate may be obtained from the Company's share registry.

6. Lodgement of Proxy

Proxy forms (and any Power of Attorney under which it is signed) must be received by Security Transfer Registrars Pty Ltd no later than 9.00am (WST) on Saturday, 23 August 2014, being 48 hours before the time for holding the meeting. Any Proxy form received after that time will not be valid for the scheduled meeting.

Security Transfer Registrars Pty Ltd
PO BOX 535
Applecross, Western Australia 6953

Street Address:
Alexandrea House, Suite 1
770 Canning Highway
Applecross, Western Australia 6153

Telephone +61 8 9315 2333

Facsimile +61 8 9315 2233

Email registrar@securitytransfer.com.au

Online www.securitytransfer.com.au

PRIVACY STATEMENT

Personal information is collected on this form by Security Transfer Registrars Pty Ltd as the registrar for securities issuers for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal details may be disclosed to related bodies corporate, to external service providers such as mail and print providers, or as otherwise required or permitted by law. If you would like details of your personal information held by Security Transfer Registrars Pty Ltd or you would like to correct information that is inaccurate please contact them on the address on this form.