ANNEXURE 1

DEED OF CROSS ASSUMPTION OF CLAIMS

Deed of Cross Assumption of Claims

The Group Companies listed in the Schedule



IAWYFRS

Deed of Cross Assumption of Claims

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Details

Date

Parties

Name

The Group Companies

Background

- A. Each Group Company is or should be taken to be a 'Group Company' (within the meaning of that term in the Deed of Cross Guarantee).
- B. As contemplated under clause 31.1 of the DOCA in respect of PL and clauses 28.1 of the DOCA in respect of each other Group Company, a Revocation Deed has been executed by each Group Company and lodged with ASIC and advertised to revoke the Deed of Cross Guarantee with effect from 23 April 2003 in respect of Group Companies which are companies in the Ongoing Group.
- C. The Revocation Deed was executed, lodged and advertised to ensure that:
 - (a) Group Companies which are companies in the Ongoing Group would not become liable after a Restructure for a claim of a Creditor (within the meaning of that term in the Deed of Cross Guarantee) against a Group Company which is a company in the Residual Group in the event of a winding up of the company in the Residual Group; and
 - (b) the corresponding position would not arise for companies in the Residual Group in the event of a winding up of a company in the Ongoing Group.
- D. At the time the Revocation Deed was executed, it was proposed that a Restructure would occur on or before 31 March 2002, prior to the Revocation Deed becoming effective on 23 April 2003.
- E. It is now expected that a Restructure will not occur prior to the Revocation Deed becoming effective on 23 April 2003.
- F. An effect of the Deed of Cross Guarantee is that each Deed Creditor has a Claim against each other Cross Deed Company.
- G. Each Group Company has executed this deed to ensure that this position is maintained until a Restructure so that:
 - (a) while the GC DOCAs remain on foot, the rights of Deed Creditors in respect of Claims arising under the Deed of Cross Guarantee are to be treated by Group Companies as they would have been had the Revocation Deed not taken effect; and
 - (b) in the event that the GC DOCAs are terminated, then any creditor who is currently a Deed Creditor will be treated by the Group Companies as they would have been had the Revocation Deed not taken effect.

- thereby providing to the Deed Creditor rights and benefits equivalent to any rights and benefits they had under the Deed of Cross Guarantee prior to the Revocation Deed becoming effective.
- H. Deed Creditors have approved under section 445A of the Act variations of the GC DOCAs confirming that the Deed Creditors acknowledge and agree that this deed will be executed by each Group Company on or before 23 April 2003.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Act means the Corporations Act 2001 (Cth).

Claim means.

- (a) where the GC DOCA in respect of a Group Company has not terminated, a 'Claim' under the GC DOCA within the meaning of that term in the GC DOCA; and
- (b) if the GC DOCA has terminated, a 'Claim' which existed under the GC DOCA within the meaning of that term in the GC DOCA immediately before the GC DOCA terminated.

Deed Administrators means Peter McCluskey and John Spark in their capacities as administrators of the DOCAs

Deed Creditor means a person with a Claim.

Deed of Cross Guarantee means the deed of cross guarantee in or substantially in the form of ASIC Pro-Forma 24 dated 23 April 1997 entered into by certain companies in the Group and bearing the ASIC document number 008635280 as varied by the assumption deed dated 10 December 1997 and the assumption deed dated 3 June 1999.

DOCAs means the deeds of company arrangement under Division 10 of Part 5.3A of the Act dated 4 October 2002 (as varied from time to time) in respect of PL each of its subsidiaries subject to deed of company arrangement and **DOCA** means any of them.

GC DOCAs means the deeds of company arrangement under Division 10 of Part 5.3A of the Act dated 4 October 2002 (as varied from time to time) in respect of each Group Company and **GC DOCA** means any of them.

Group means collectively PL and its subsidiaries.

Group Companies means the companies listed in the Schedule.

Ongoing Group means those companies in the Group which will continue to operate the business of the Group after a restructure of the Group contemplated under the deeds of company arrangement in respect of PL and its subsidiaries subject to deed of company arrangement under Division 10 of Part 5.3A of the Act.

PL means Pasminco Limited (Subject to Deed of Company Arrangement) ACN 004 368 674.

Residual Group means those companies in the Group which will not operate the business of the Group after a Restructure.

Restructure means a restructure of the Group contemplated under the DOCAs involving the splitting of the Group into an Ongoing Group and a Residual Group.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$**, **\$A**, **dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Victoria, Australia time;
- (g) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Cross conditional assumption of Claims

- (a) Each Group Company agrees by way of deed poll in favour of each Deed Creditor that, notwithstanding the operation of the Revocation Deed:
 - (i) while the GC DOCA in respect of the Group Company has not terminated:
 - (A) each Claim of the Deed Creditor which has not been released, discharged, extinguished or paid in full (**Subject Claim**) is a 'Claim'

- within the meaning of that term under the GC DOCA in respect of the Group Company; and
- (B) the Deed Creditor may prove against the Group Company in respect of the Subject Claim under the GC DOCA in respect of the Group Company; and
- (ii) if the GC DOCA in respect of the Group Company has terminated, on this clause 2(a)(ii) becoming enforceable under clause 2(b), the Group Company guarantees to the Deed Creditor payment of any Claim of the Deed Creditor against the Other Group Company which has not been released, discharged, extinguished or paid in full.

(b) Clause 2(a)(ii) becomes enforceable:

- (i) either:
 - (A) on the winding up of another Group Company (the **Other Group**Company) under section 459A or paragraph 461(a) or (h) or (j) of the Act or as a creditors' voluntary winding up of the Other Group

 Company under Part 5.5 Division 3 of the Act; or
 - (B) in any other case if six months after a resolution or order for the winding up of the Other Group Company a Claim of the Deed Creditor against the Other Group Company has not been released, discharged, extinguished or paid in full; and
- (ii) on the Deed Creditor agreeing or making a declaration (within the meaning of those terms in section 563C(2) of the Act) that the debt (if any) that the Deed Company owes the Deed Creditor under the Deed Company's guarantee referred to in **clause 2(a)(ii)** will not be repaid until all debts of and claims against the Group Company (other than that debt) which have priority in a winding up of the Group Company under section 556 of the Act are repaid.

Revocation and release

- (a) A Group Company may, at any time, declare in writing that **clause 2(a)(i)** of this deed ceases to apply to the Group Company in respect of all or particular or particular classes of Claims.
- (b) A Group Company may, at any time prior to **clause 2(a)(ii)** becoming enforceable under **clause 2(b)** against the Group Company, declare in writing that **clause 2(a)(ii)** of this deed ceases to apply to the Group Company in respect of all or particular classes of Claims.
- (c) Immediately on a Group Company making a declaration under **clause 3(a)** or **3(b)**, the Group Company will be released from all liability whatever under this deed in respect of the Claims or classes of Claims specified in the declaration including liability arising or accruing under this deed before or after the declaration is made.

4. Deed Administrators acting as agents

In executing this deed for and on behalf of each Group Company, the Deed Administrators are acting solely as agents on behalf of the Group Companies.

5. Deed Administrators' limitation of Liability

To the maximum extent permitted by law, the Deed Administrators are absolutely released from all existing and future actions, suits, causes of action, claims, actual, prospective and contingent liabilities (whether liquidated, sounding only in damages or otherwise) and demands of whatever kind (including without limitation any liability for negligence) arising directly or indirectly out of this deed.

6. Governing law and jurisdiction

This deed shall be governed by and construed in accordance with the laws of Victoria and each party to this deed agrees to submit to the non-exclusive jurisdiction of the courts of Victoria.

Schedule - Group Companies

Pasminco Limited (subject to deed of company arrangement) ACN 004 368 674

Pasminco Investments Holdings Pty Limited (subject to deed of company arrangement) ACN 082 291 736

Pasminco Century Mine Limited (subject to deed of company arrangement) ACN 006 670 300

Pasminco Cockle Creek Smelter Pty Limited (subject to deed of company arrangement) ACN 000 083 670

Pasminco Metals Pty Limited (subject to deed of company arrangement) ACN 005 565 284

Pasminco Finance Limited (subject to deed of company arrangement) ACN 007 289 296

Pasminco Australia Limited (subject to deed of company arrangement) ACN 004 074 962

Pasminco Port Pirie Smelter Pty Limited (subject to deed of company arrangement) ACN 008 046 428

The Emu Bay Railway Company Limited (subject to deed of company arrangement) ACN 009 475 790

Pasminco Broken Hill Mine Pty Ltd (subject to deed of company arrangement) ACN 000 005 774

Pasminco Investments Pty Limited (subject to deed of company arrangement) ACN 082 291 674

Savage Resources Limited (subject to deed of company arrangement) ACN 009 551 624

Ramala Holdings Pty Ltd (subject to deed of company arrangement) ACN 056 689 117

Savage EHM Pty Ltd (subject to deed of company arrangement) ACN 071 375 114

Savage EHM Finance Pty Ltd (subject to deed of company arrangement) ACN 071 375 221

Signing page

EXECUTED as a deed

SIGNED, SEALED and DELIVERED by a
Deed Administrator for and on behalf of each
Group Company in accordance with clause
11.2(c) of the Deed of Company Arrangement
in respect of each Group Company in the
presence of

	\leftarrow	+
Signature of witness	Signature of Deed Administrator	_
Name (print)	Name (print)	_

ANNEXURE 2

INSTRUCTIONS FOR COMPLETING MEETING FORMS AND PROXY FORM AND POWER OF ATTORNEY

PASMINCO LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) A C N 004 368 674

AND ITS WHOLLY OWNED SUBSIDIARY COMPANIES ("THE COMPANIES" OR "PASMINCO")

INSTRUCTIONS FOR COMPLETING MEETING FORMS

• The comments below are to be read in conjunction with Section 4.3 of the Deed Administrators' Report to Creditors.

POWER OF ATTORNEY

- The Power of Attorney (green form) should only be completed by employees that wish to appoint someone to represent them at all meetings of creditors under the Deeds.
- Employees who wish to appoint someone to represent them at the meeting of creditors to be held on 28 March 2003 only and not all future meetings of creditors, should complete the yellow Proxy Form.
- Employees attending the meeting of creditors in person do not need to complete any form.
- All creditors who are not employees should complete the yellow Proxy Form (refer instructions below).

PROXY FORM

• Complete either Side A or Side B of the Proxy Form only. Do not complete both sides (refer below for further explanation).

General Instructions

- Proxy Forms must be completed by:
 - All corporate creditors who wish to be represented at the meeting. Eg. if XYZ Pty Ltd is a creditor, it will need to appoint a person to act as its proxy.
 - > Individuals who are creditors (eg. employees) who are not attending the meeting to vote personally.
- If the creditor wishes to direct the person appointed as their proxy as to how they wish to vote (a special proxy), the appropriate box next to the resolutions should be ticked in accordance with that direction. You must tick one box per resolution only ie. For <u>or</u> Against <u>or</u> Abstain.
- If the creditor wishes to allow the proxy appointed to vote as the proxy determines, they should not tick any of the boxes.
- Creditors must also include the amount owing to them and sign the Proxy Form in the spaces provided.

Completion of Side A or Side B

- As a result of the existence of the Deed of Cross Guarantee ("Cross Deed") and the position of the Savage Companies, for voting purposes, creditors of one Cross Deed Company or the Savage Companies are creditors of all Cross Deed Companies and the Savage Companies.
- Accordingly, creditors are able to vote on resolutions for all fifteen companies.
- If a creditor wishes to vote in the same manner for all fifteen companies, they should complete Side A only. Eg. if a creditor is in favour of the proposal to vary the Deeds of Company Arrangement, they can tick the "For" box on Side A and this will be recorded as a vote "For" the variation of the Deeds for all fifteen Cross Deed and Savage Companies.
- If a creditor wishes to vote differently on the one resolution for different companies, they should complete Side B only. Eg. if a creditor wishes to vote against the variation for Pasminco Limited but in favour of the vaiation of all other Cross Deed and Savage Companies, they should tick the "Against" box under PL and tick the relevant "For" boxes for all other companies listed.
- Side B of the Proxy Form has been provided to allow creditors to vote differently for the one resolution in different companies. We do not know of any reason why creditors may wish to vote differently for the one resolution for different companies and suggest that only Side A be completed.
- We are not aware of any external creditors of the 6 non Cross Deed Companies. If a creditor claims to be a creditor of any of these companies, they should complete Side A only.
- Should you have any queries in relation to the completion of any forms, please contact Ms Christine Bertolotti or Mr Tim Cipolloni of this office.

<u>DO NOT</u> COMPLETE BOTH SIDE A <u>AND</u> SIDE B OF THE PROXY FORM. THIS MAY INVALIDATE THE FORM.

List of Abbreviations of Company names on Side B of the Proxy Form

PIH Pasminco Investments Holdings Pty Ltd

PCML Pasminco Century Mine Limited

PCCS Pasminco Cockle Creek Smelter Pty Ltd

PM Pasminco Metals Pty Ltd
PFL Pasminco Finance Limited
PAL Pasminco Australia Limited

PPPS Pasminco Port Pirie Smelter Pty Ltd
TEBRC The Emu Bay Railway Company Limited

PInv Pasminco Investments Pty Ltd PBHM Pasminco Broken Hill Mine Pty Ltd

SRL Savage Resources Limited RH Ramala Holdings Pty Ltd SEHM Savage EHM Pty Ltd

SEHMF Savage EHM Finance Pty Ltd

PL Pasminco Limited

MEETING OF CREDITORS PROXY FORM

SIDE A

FORM 532

CORPORATIONS ACT 2001

APPOINTMENT OF PROXY

Ref: C-

Regulation 5.6.29

Form 4

PASMINCO LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 368 674

AND ITS WHOLLY OWNED AUSTRALIAN SUBSIDIARIES (SUBJECT TO DEEDS OF COMPANY ARRANGEMENT) ("THE COMPANIES")

appo or in as *1 adjo (i) (ii) (iii) (iii)	imary creditor of	y to vote at the meeting of n in the manner specified:	creditors to b	oe held o	(credit Pasminco comp (proxy (proxy n 28 March 200	or address) pany name) pappointed) valternate) 3, or at any	
<i></i>	MPLETE BELOW IF YOU WISH TO VO	TE <u>IN THE SAME MANNE</u> A CREDITOR					
A resolution that the Deeds of Company Arrangement of the Cross Deed Companies (including the four Savage Companies) be varied on the basis.						Abstain	
	2. A resolution that the further remuneration of the Administrators of the Companies be fixed pursuant to Section 449E of the Corporations Act (2001) for the period 26 September 2002 to 4 October 2002 in the sum of \$286,893 □ □ □ plus GST as applicable. □						
	3. A resolution that the further remuneration of the Deed Administrators of the Companies be calculated in accordance with Ferrier Hodgson's scale of rates, as amended from time to time, up to the sum of \$3.3 million plus GST as applicable and that the Deed Administrators be authorised to draw their remuneration on a periodic basis.						
<u>OR</u>	an unsecured creditor and the total amou						
DAT	TED this day of	2003					
Sign auth	nature ² of individual or person ³ norised by corporate resolution to esent the corporation	OR		affixed i	in the presence o	of	
Pr Cr Aı	OR OFFICE USE ONLY oxy Valid: Yes/No ross Deed Creditor: Yes/No mount admitted for voting:		Director Secretary				

 $^{^{1}}$ The method of affixing the Common Seal should be prescribed by the creditor corporation's articles. See Note (2).

 $^{^{2}}$ The signature of the creditor is not to be attested by the person nominated as proxy.

³ Note that a corporation may by resolution of its directors provide standing authority for a person to represent it at members meeting and appoint proxies. Copy of authority to be annexed.

MEETING OF CREDITORS PROXY FORM

SIDE B

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FORM 532

CORPORATIONS ACT 2001 APPOINTMENT OF PROXY Ref: C-

Regulation 5.6.29

Form 4

PASMINCO LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 368 674

AND ITS WHOLLY OWNED AUSTRALIAN SUBSIDIARIES (SUBJECT TO DEEDS OF COMPANY ARRANGEMENT) ("THE COMPANIES")

.....(creditor name)

 proxy <u>OR</u> lution	to vo	ote at	the m	neeting	g of c	redito	rs to	be he	(P ld on	asmin	nco con (prox (pro arch 2	mpany cy app oxy alt 2003, c	y nameointed ernate or at a	e) d) e) ny
PIH	PCML	PCCS	PM	PFL	PAL	Sddd	TEBRC	PInv	PBHM	SRL	RH	SEHM	SEHMF	PL
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				OR						the p	reseno	ce of		
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⁴ The method of affixing the Common Seal should be prescribed by the creditor corporation's articles. See Note (2).

⁵ The signature of the creditor is not to be attested by the person nominated as proxy.

⁶ Note that a corporation may by resolution of its directors provide standing authority for a person to represent it at members meeting and appoint proxies. Copy of authority to be annexed.

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POWER OF ATTORNEY - FOR EMPLOYEES ONLY

PASMINCO LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) ACN 004 368 674 AND ITS WHOLLY OWNED AUSTRALIAN SUBSIDIARIES (SUBJECT TO DEEDS OF COMPANY ARRANGEMENT) ("THE COMPANIES")

POWER OF ATTORNEY FOR VOTING AT MEETINGS

EMPLOYEES:
Complete either this Form or the Proxy Form and NOT both

DEED dated			2003					
BY			(employee name)					
of			(employee address)					
a credito	or of one or	more of the Companies ('Creditor	r').					
1.	The Cr	editor appoints	(name of attorney)					
2.	of		(address of attorney)					
	('Attor	rney') to be the Creditor's attorney.						
3.	The At	torney may do in the name of the C	Creditor and on the Creditor's behalf everything necessary or expedient to:					
	(a)		the Creditor at any meeting of creditors convened by the Deed Administrators to Deed of Company Arrangement) ACN 004 368 674 of that company or at a the other Companies;					
	(b)	appoint a proxy to vote at such	n a meeting.					
4.	The Creditor declares that everything done by the Attorney in exercising powers under this power of attorney is as valid as if it had been done by the Creditor and agrees to ratify and confirm whatever the Attorney does in exercising powers under this power of attorney.							
5.	The Creditor declares that a person including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.							
6.			d a person (including, but not limited to, a substitute or assign) claiming under torney does in exercising powers under this power of attorney.					
EXECU	UTION OF		THE PERSON APPOINTED THE ABILITY TO ATTEND AND VOTE AT TINGS OF CREDITORS UNDER THE DEEDS					
COMP	LETION O		R THAN THIS FORM ALLOWS THE PERSON APPOINTED TO ATTENI T THE <u>NEXT MEETING OF CREDITORS ONLY</u>					
EXECU	J TED as a	deed.						
Signed	l sealed a	nd delivered by						
[insert n	ame of emp	oloyee] in the presence of						
Signatui	re of witnes	S	Signature of Employee					
Name o	f witness (p	rint)	_					
Attori Cross	ney Valid: Deed Cred	JSE ONLY Yes/No litor: Yes/No ted for voting:						

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