



24 April 2002

Company Announcements Office  
Australian Stock Exchange Limited  
Level 10  
20 Bond Street  
SYDNEY NSW 2000

**By Facsimile: 1300 300 021**

Dear Sir/Madam

**KLONDYKE GOLD PROJECT**

We provide the following additional information in respect of the acquisition by our wholly owned subsidiary Excelsior Resources Limited ("Excelsior") of a 100% interest in the Klondyke gold tenements ("Klondyke") from Lynas Corporation Limited ("Lynas"), announced yesterday:

1. The tenements are held by Mr & Mrs G E Mullan ("Mullan") and were previously the subject of a sale by Mullan to Rio Tinto Exploration Pty Ltd ("RTE").
2. In 1997 Lynas entered into various agreements with Mullan and RTE by which Lynas acquired Klondyke and undertook to make various payments to Mullan and RTE and undertook to pay a royalty to Mullan. As at the present date the outstanding obligations of Lynas under the agreements with Mullan and RTE are:
  - (a) to pay an amount of \$2.5 million to Mullan on making an ASX announcement of a gold reserve at Klondyke of 150,000 ounces or more, which comprises \$20/oz for the first 100,000 ounces and \$10/oz for the next 50,000 ounces;
  - (b) to pay an amount of \$1 million to RTE within 30 days after production of the first 50,000 ounces of gold from Klondyke; and
  - (c) to pay to Mullan a royalty of \$10.00 per ounce of gold extracted from Klondyke in excess of 100,000 ounces;

("Outstanding Obligations"). Transfers of the tenements executed by Mullan and the instruments of title are held in escrow and are deliverable to Lynas upon it making the \$2.5 million payment referred to in paragraph 2 (a) above.

3. Excelsior will pay Lynas the sum of \$1.00 for the acquisition and Excelsior is required to meet expenditure commitments on the tenements and assumes all of the liability of Lynas for the Outstanding Obligations.
4. The Acquisition Agreement is conditional upon:
  - (a) the obtaining of all approvals required under the Mining Act;
  - (b) the obtaining of any consents required by RTE; and
  - (c) the written consent of Mullan.

Under the terms of the Agreement for Sale of Mining Tenements made between Lynas, RTE and Mullan, 4 (b) and 4(c) above shall not be unreasonably withheld. However, in the event that these conditions have not been satisfied, or waived (where capable of waiver), by 31 December 2002 or such later date as Lynas and Excelsior may agree, then either party can terminate the Acquisition Agreement by giving written notice to the other to that effect.

Yours sincerely,  
**OROPA LIMITED**

**PHILIP C CHRISTIE**  
Managing Director