

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme	Dacian Gold Limited
ACN/ARSN	154 262 978

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

Name	Genesis Minerals Limited ACN 124 772 041 ( <b>Genesis</b> ), Ulysses Mining Pty Ltd ACN 153 592 208 and Metallo Resources Pty Ltd ACN 166 635 178 (each a <b>Group Entity</b> )
ACN/ARSN (if applicable)	As set out above

The holder became a substantial holder on 04/07/2022

**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	76,398,453	76,398,453	7.04%

**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
Genesis	Relevant interest under section 608(8)(b)(i) of the <i>Corporations Act 2001</i> (Cth) arising as a result of the entry into a pre-bid acceptance deed with Perennial Value Management Limited ACN 090 879 904 ( <b>Perennial</b> ), a copy of which is attached in Annexure A.	76,398,453 ORD

**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
Genesis	Perennial	Perennial	76,398,453 ORD

**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	
Genesis	04/07/2022	\$10		76,398,453 ORD

**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 Group Entity	Each Group Entity is an associate of each other and Genesis pursuant to section 12(2) of the <i>Corporations Act 2001</i> (Cth).

**7. Addresses**

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

Name	Address
Genesis and each Group Entity	47 Outram Street, West Perth WA 6005
Perennial	Level 27, 88 Phillip Street, Sydney NSW 2000

**Signature**

print name	Geoff James	capacity	Company Secretary
sign here		date	05/07/2022

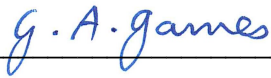
**DIRECTIONS**

- (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, moneys 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 – Pre-bid acceptance deed**

This is Annexure A of 4 pages as referred to in Form 603 (Notice of initial substantial holder).

  
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Name: Geoff James

Title: CFO & Company Secretary

Date: 5 July 2022

4 July 2022

**By email**

The Directors  
c/- The Company Secretary  
Genesis Minerals Limited  
47 Outram Street  
West Perth WA 6005

Dear Sir/Madam

**Pre-bid acceptance deed**

In consideration of \$10 (which has been received), we agree with Genesis Minerals Limited ACN 124 772 041 (**Genesis Minerals**) to accept (or procure the acceptance of) a takeover bid by Genesis Minerals in relation to Dacian Gold Limited ACN 154 262 978 (**Dacian Gold**) for 76,398,453 fully paid ordinary shares in Dacian Gold held by us or a nominee or custodian appointed by us as at the date of this deed (referred to as our **Dacian Gold Shares**), on the terms set out in this letter. We understand that, contemporaneously with the takeover bid, Genesis Minerals proposes to announce a placement to raise up to \$100 million at an issue price of \$1.205 per Genesis Minerals share.

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## 1 Conditions for acceptance

Genesis Minerals may only require us to accept its takeover bid:

- (a) if Genesis Minerals releases a public announcement to ASX Limited (**ASX**) by 5.00pm (Perth time) on or before 6 July 2022 stating that it intends to proceed with a takeover bid for all the ordinary shares in Dacian Gold by way of a scrip offer at not less than 0.0843 Genesis Minerals shares per ordinary share in Dacian Gold;
- (b) if Genesis Minerals makes, within 2 months after the date of this letter, offers under a takeover bid for all the ordinary shares in Dacian Gold;
- (c) once and only in respect of all of our Dacian Gold Shares; and
- (d) only if we have not already accepted Genesis Minerals' takeover bid in relation to all of our Dacian Gold Shares.

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## 2 Timing of acceptance

- (a) Subject to satisfying the requirements set out in paragraph 1 above, Genesis Minerals may require us, by giving notice in writing (at any time prior to 3 business days before the end of the period the offers by Genesis Minerals remain open for acceptance), to accept its takeover bid in respect of all our Dacian Gold Shares.
- (b) We agree to deliver a duly completed acceptance form for all our Dacian Gold Shares to Genesis Minerals (or as it directs) by 5.00pm (Perth time) on the business day following receipt of such notice and to do anything else required (including directing any nominee or custodian in relation to our Dacian Gold Shares) to accept Genesis Minerals' takeover bid in accordance with the ASX Settlement Operating Rules in respect of all our Dacian Gold Shares.

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### 3 Other conduct

For so long as this deed remains in force:

- (a) we will not dispose of, agree to or offer to dispose of or encumber any of our Dacian Gold Shares (or any interest in them), except pursuant to an acceptance of Genesis Minerals' takeover bid;
- (b) we will not without the prior written consent of Genesis Minerals requisition or join in the requisition of any general or class meeting of Dacian Gold;
- (c) we will not take any action or make any statement which is or may be prejudicial to the success of the takeover bid; and
- (d) we will exercise or procure the exercise of the voting rights attached to our Dacian Gold Shares as instructed by Genesis Minerals on any resolution at a general or class meeting of Genesis Minerals.

Once we accept the takeover bid (whether pursuant to paragraph 2 or otherwise) and so long as this deed remains in force, we agree not to withdraw our acceptance (and to procure that any person holding our Dacian Gold Shares on our behalf does not withdraw their acceptance), even if we may be permitted to do so by law or under the terms of the takeover bid.

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### 4 Confidentiality

We agree to keep this deed confidential until Genesis Minerals has given a substantial holding notice to ASX (which attaches a copy of this deed) in respect of the relevant interest which Genesis Minerals acquires as a result of this deed or until Genesis Minerals has otherwise announced the terms of this deed to ASX.

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### 5 Warranty

We represent and warrant that we are the legal and beneficial owner of our Dacian Gold Shares free of encumbrances, with full power and authority to enter into and complete this deed without the consent of any other person.

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### 6 General

- (a) Any date, time or period referred to in this letter shall be of the essence except to the extent to which we and Genesis Minerals agree to vary any date, time or period, in which event the varied date, time or period shall be of the essence.
- (b) We agree that damages would not be an adequate remedy for breach of the undertakings in this letter.
- (c) Any term defined in the *Corporations Act 2001* (Cth) has the same meaning in this deed.
- (d) If any provision of this deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed.
- (e) This deed is governed by the laws of Western Australia. This document is executed as a deed.

Please indicate your acceptance of these terms by executing the enclosed copy of this letter where indicated below and returning it to us.

Yours faithfully



Andrew Smith  
**Authorised agent**



Sam Berridge  
**Authorised agent**

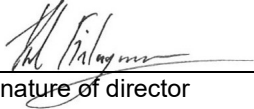
For and on behalf of **Perennial Value Management Limited**

Agreed on 4th July 2022

Yours faithfully

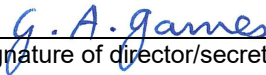
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Signed, sealed and delivered by **Genesis Minerals Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of director

Raleigh Finlayson  
Name of director (print)



Signature of director/secretary

Geoff James - Secretary  
Name of director/secretary (print)