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**BROCKMAN**  
**BROCKMAN MINING LIMITED**  
**布萊克萬礦業有限公司** \*  
*(incorporated in Bermuda with limited liability)*  
**(SEHK stock code: 159)**  
**(ASX stock code: BCK)**

**NOTICE OF SPECIAL GENERAL MEETING**

**NOTICE IS HEREBY GIVEN** that a special general meeting (the “**SGM**”) of Brockman Mining Limited (the “**Company**”) will be held at Suites 3812-13, 38/F Two International Finance Centre, 8 Finance Street, Central, Hong Kong on Thursday, 9 January 2014 at Hong Kong time 10:00 a.m. for the purpose of considering and, if thought fit, passing the following resolution with or without amendments:

**ORDINARY RESOLUTION**

“**THAT:**

- (A) the sale and purchase agreement dated 24 October 2013 (“**Sale and Purchase Agreement**”, a copy of which has been marked “A” and produced to the meeting and initialled by the Chairman of the meeting for the purpose of identification) entered into between the Company as vendor and Mr. Leung Chi Yan, Danny (“**Mr. Leung**”) as purchaser in respect of, among other things,
- (i) the sale and purchase of the entire equity interest (“**Sale Shares**”) in Perryville Group Limited (“**Perryville**”) and its subsidiaries;
  - (ii) the sale and purchase of the total amount of the principal, interest (if any) and other sums and indebtedness due, owing or payable to the Company by Perryville as at the business day (a day (not being a Saturday, Sunday and public holiday) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours) immediately following the day on which the last of the conditions precedent under the Sale and Purchase Agreement is fulfilled or waived (or such later date as the parties to the Sale and Purchase Agreement may agree in writing) (“**Assignment Debt**”); and

\* *For identification purpose only*

(iii) the continuous provision of the corporate guarantee (“**Guarantee**”) given by the Company in favour of a bank in Hong Kong (“**Bank**”) in respect of the banking facility (“**Facility**”) extended to Parklane Limousine Service Limited for the amount of HK\$12 million upon the completion of the disposal of the Sale Shares and the Assignment Debt (“**Disposal Completion**”) by the Company to Mr. Leung pursuant to the Sale and Purchase Agreement by the Company until the loan (plus interest) under the Facility has been fully repaid or otherwise is released by the Bank on the basis that the following documents will both be executed upon Disposal Completion in favour of the Company:

- (a) the deed of counter indemnity (“**Deed of Counter Indemnity**”, a copy of which has been marked “B” and produced to the meeting and initialled by the Chairman of the meeting for the purpose of identification) between Mr. Leung and the Company in respect of the counter indemnity to be provided by Mr. Leung to the Company in relation to the Guarantee upon the Disposal Completion;
- (b) the share charge deed (“**Share Charge Deed**”, a copy of which has been marked “C” and produced to the meeting and initialled by the Chairman of the meeting for the purpose of identification) between Mr. Leung and the Company in relation to the charge to the Company the entire issued shares of Perryville upon the Disposal Completion, and

the transactions contemplated under the Sale and Purchase Agreement, the Guarantee, the Deed of Counter Indemnity and the Share Charge Deed (“**Transactions**”) be and are hereby approved, confirmed and ratified; and

- (B) the directors of the Company (“**Directors**”) or a duly authorised committee of the board of Directors (“**Board**”) be and are hereby authorised to do all such acts and things (including, without limitation, signing, executing (under hand or under seal), perfecting and delivery of all agreements, documents and instruments) which are in their opinion, necessary, appropriate, desirable or expedient to implement or to give effect to the terms of the Sale and Purchase Agreement, the Guarantee, the Deed of Counter Indemnity and the Share Charge Deed and the Transactions and all other matters incidental thereto or in connection therewith and to agree to and make such variation, amendment and waiver of any of the matters relating thereto or in connection therewith.”

By order of the Board  
**Brockman Mining Limited**  
**Chan Kam Kwan, Jason**  
*Company Secretary*

Hong Kong, 25 November 2013

*Registered office:*  
Clarendon House  
2 Church Street  
Hamilton HM11  
Bermuda

*Head office and principal place of  
business in Hong Kong:*  
Suites 3812-13  
38/F Two International Finance  
Centre  
8 Finance Street  
Central  
Hong Kong

*Notes:*

1. A member entitled to attend and vote at the SGM is entitled to appoint one or more than one proxy to attend and, subject to the provisions of the bye-laws of the Company, to vote on his behalf. A proxy need not be a member of the Company but must be present in person at the SGM to represent the member. If more than one proxy is so appointed, the appointment shall specify the number and class of shares in respect of which each such proxy is so appointed.
2. A form of proxy for use at the SGM is enclosed. Whether or not you intend to attend the SGM in person, you are encouraged to complete and return the enclosed form of proxy in accordance with the instructions printed thereon. Completion and return of a form of proxy will not preclude a member from attending in person and voting at the SGM or any adjournment thereof, should he so wish.
3. **If your shares in the Company are recorded under the Company's Hong Kong share registrar or the Company's Bermuda principal share registrar, please complete the Hong Kong proxy form and return it, together with a power of attorney or other authority, if any, under which it is signed, or a certified copy of such power or authority, to the Company's branch share registrar in Hong Kong, Tricor Secretaries Limited. Please read and follow the instructions, including the deadline, on the Hong Kong proxy form to lodge the form.**

**If your shares in the Company are recorded under the Company's Australia share registrar, please complete the Australia proxy form and return it, together with a power of attorney or other authority, if any, under which it is signed, or a certified copy of such power or authority, to the Company's branch share registrar in Australia, Computershare Investor Services Pty Limited. Please read and follow the instructions, including the deadline, on the Australia proxy form to lodge the form. You can appoint up to two proxies by lodging the Australia proxy form. Should you wish to appoint more proxies, please fax your written request to the Company at +852 3978 2800 no later than 10:00 a.m. Australian Western Standard Time on 7 January 2014.**

*As at the date of this notice, the Board comprises Mr. Kwai Sze Hoi (Chairman), Mr. Liu Zhengui (Vice Chairman) and Mr. Ross Stewart Norgard as non-executive directors; Mr. Luk Kin Peter Joseph (Chief Executive Officer), Mr. Chan Kam Kwan, Jason (Company Secretary) and Mr. Warren Talbot Beckwith as executive directors; and Mr. Lau Kwok Kuen, Eddie, Mr. Uwe Henke Von Parpart and Mr. Yip Kwok Cheung, Danny as independent non-executive directors.*