BIDDER'S STATEMENT

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR ATTENTION. YOU SHOULD READ IT CAREFULLY.

If you are in any doubt as to how to deal with it, please consult your legal, financial or other professional adviser.

Recommended Offer by

Kentor Gold Ltd (**Kentor**) (ACN 082 658 080)

to acquire ALL of your ordinary shares and ALL of your options over ordinary shares in

Jinka Minerals Limited (**Jinka**) (ACN 131 851 404) for

$0.195 per share	for each ordinary share in Jinka
$0.039 per option	for each option in respect of shares in Jinka with expiry date 31 July 2011
$0.096 per option	for each option in respect of shares in Jinka with expiry date 31 July 2013

The Jinka Directors recommend that you

ACCEPT

the Offer in the absence of a Superior Proposal

The Offer is dated 6 April 2011 and will close at 7.00 pm (Melbourne time) on 6 May 2011 (unless extended).

This Bidder's Statement is given by Kentor Gold Ltd under Part 6.5 of the Corporations Act. If you have any questions about the Offer or this document or about how to accept the Offer, please contact Kentor's shareholder information line on 1300 859 277 (Australia) or +61 2 8280 7752 (from outside Australia) between 8.30am and 5.30pm (Melbourne time) Monday to Friday.

KEY DATES AND IMPORTANT INFORMATION

KEY DATES:	
Announcement Offer	1 April 2011
Bidder's Statement lodged with ASIC	1 April 2011
Date of Offer	6 April 2011
Closing date for Offer (unless extended)	7.00pm (Melbourne time) on 6 May 2011

These dates can be changed as permitted by the Corporations Act.

IMPORTANT INFORMATION:

Bidder's Statement and Offer

This Bidder's Statement is given by Kentor Gold Ltd ACN 082 658 080 (**Kentor**) (the bidder) to Jinka Minerals Limited ACN 131 851 404 (**Jinka**) (the target) under Part 6.5 of the Corporations Act and sets out disclosures required by the Corporations Act together with the terms of the Offer to acquire all of your Jinka Securities.

This Bidder's Statement is dated 1 April 2011. It includes the Offer (dated 6 April 2011) on the Offer Terms set out in Section 5 and also sets out certain disclosures required by the Corporations Act.

A copy of this Bidder's Statement was lodged with ASIC on 1 April 2011. Neither ASIC nor any of its officers takes any responsibility for the content of this Bidder's Statement.

Section 8 contains the definitions and interpretative provisions used in this Bidder's Statement.

Investment Decisions

This Bidder's Statement does not take into account individual circumstances, financial situations, investment objectives or particular needs of each Jinka Security Holder. Kentor recommends that you seek independent financial, legal and taxation advice before deciding whether or not to accept the Offer.

Forward Looking Statements

This Bidder's Statement may contain forward looking statements which have not been based solely on historical facts but on Kentor's expectations about future events and results. You should consider that as such statements relate to future matters, they are subject to various inherent risks, uncertainties and assumptions that could cause actual events or results to differ materially from the expectations described in the forward looking statements. Neither Kentor, the Kentor Directors nor any other person named with their consent in this Bidder's Statement can assure you that any forecast or implied result will be achieved.

Privacy

Kentor has collected your information from the share register of Jinka for the purpose of making this Offer and, if accepted, administering your shareholding in Jinka. Kentor and the share registry may disclose your personal information to their related bodies corporate and external service providers and may be required to disclose such information to regulators, such as ASIC. If you would like details of information about you held by Kentor, please contact Kentor at the address set out in the Corporate Directory.

BIDDER'S STATEMENT

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CHAIRMAN'S LETTER

Dear Jinka Security Holder,

We have the pleasure of enclosing an Offer by Kentor Gold Ltd (**Kentor**) to acquire all of your securities in Jinka Minerals Limited (**Jinka**).

Kentor is an ASX listed mining company, specialising in the development of resource projects. Kentor has a corporate office in Brisbane and development and construction team in the Kyrgyz Republic where most of the company's current resource projects are based.

Under the terms of the Offer you will receive:

- $0.195 for each ordinary share in Jinka;
- $0.039 for each option in respect of shares in Jinka with expiry date 31 July 2011; and
- $0.096 for each option in respect of shares in Jinka with expiry date 31 July 2013.

RECOMMENDATION FROM THE JINKA DIRECTORS

The Jinka Directors unanimously recommend the bid by Kentor in the absence of a Superior Proposal.

BENEFITS OF THE KENTOR OFFER

Kentor believes that its Offer provides Jinka Security Holders with a number of significant benefits:

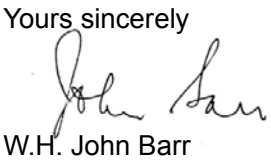
- an attractive price;
- Jinka's major shareholder, Intermin , has confirmed by executing the Pre Bid Deed that it intends to accept the Offer in the absence of a Superior Proposal;
- an opportunity to realise cash consideration for your Jinka Securities; and
- the Offer provides liquidity for Jinka Securities.

The Offer is scheduled to close at 7.00pm (Melbourne time) on 6 May 2011 unless extended. To accept the Offer, please follow the instructions set out in this Bidder's Statement and in the enclosed Acceptance Form.

If you have any questions about the Offer or this document or about how to accept the Offer, please contact Kentor's shareholder information line on 1300 859 277 (Australia) or +61 2 8280 7752 (from outside Australia) between 8.30am and 5.30pm (Melbourne time) Monday to Friday.

We encourage you to carefully consider our Offer, the information set out in this Bidder's Statement and Jinka's target statement before accepting our Offer.

Yours sincerely



W.H. John Barr
Chairman
Kentor Gold Ltd

SUMMARY OF THE OFFER

The summary below provides a brief overview of the Offer by Kentor for your Jinka Securities. You should read it in conjunction with the entire Bidder's Statement. The information in this section is only a summary of the Offer and should not be read in substitution for the detailed information set out in this Bidder's Statement. You should read this Bidder's Statement in full before deciding whether to accept or reject the Offer.

Who is the bidder?	The bidder is Kentor Gold Ltd ACN 082 658 080 (**Kentor**). Further details about Kentor are set out in Section 1.
What is the Offer?	The Offer is an offer, by Kentor (the bidder), to acquire all of your Jinka Securities on and subject to the Offer Terms. The Offer is comprised of three separate offers: (a) an offer to acquire Jinka Shares; (b) an offer to acquire Jinka 2011 Options; and (c) an offer to acquire Jinka 2013 Options. You may only accept the Offer in respect of all of the Jinka Securities that you hold. The Offer encapsulates any Jinka Shares which are issued during the Offer Period pursuant to the exercise of a Jinka Option.
What is the Offer Price?	Kentor is offering: (a) $0.195 for each share in respect of each Jinka Share; (b) $0.039 for each option in respect of each Jinka 2011 Option; and (c) $0.096 for each option in respect of each Jinka 2013 Option.
What are the Offer Terms?	The Offer Terms are set out in full in Section 5.7.
How do I accept the Offer?	To accept the Offer you must complete, sign and return the Acceptance Form in accordance with the instructions set out in this Bidder's Statement and as set out on the Acceptance Form. Your Acceptance Form must be received by Kentor before the end of the Offer Period. More information in relation to accepting the Offer is set out in Section 5.3.

When will I be paid if I accept the Offer?	If you validly accept the Offer, you will receive the Offer Price for your Jinka Securities within 1 month after the later of receipt of your Acceptance Form and the date on which the Offer becomes unconditional (and in any event, on or before 21 days after the end of the Offer Period).
Is the Offer subject to any conditions?	The Offer is subject to the Offer Conditions which are set out in full in Section 5.7(d).
Will Kentor compulsorily acquire the remaining Jinka Shares if it gains control of over 90% of the Jinka Securities?	Kentor intends to compulsorily acquire all of the remaining Jinka Securities if it acquires a Relevant Interest in at least 90% of each class of Jinka Securities.
What happens if I do not accept the Offer?	If Kentor is not required to compulsorily acquire your Jinka Securities, you will remain a security holder in Jinka. As Jinka Securities are not quoted on a securities exchange, it is unlikely that there will be a liquid market for your Jinka Securities and, therefore, it may be difficult for you to sell your Jinka Securities at a later time. If you choose not to accept this Offer, you should consult your broker or your legal, financial or other professional adviser to ascertain the impact that any of the above outcomes may have on you and on the value of your Jinka Securities.
What are the tax consequences of the Offer?	Section 6.3 describes in general terms the major tax implications of accepting this Offer for Jinka Security Holders who are resident in Australia for tax purposes. However, your own personal circumstances will have a bearing on your specific taxation position. Accordingly, you should read Section 6.3 carefully taking into account your personal situation and, if necessary, seek professional advice.
When do I need to accept by?	The closing date is 6 May 2011, unless the Offer Period is extended by Kentor or by operation of the Corporations Act. Any such extension of the Offer Period will be announced in accordance with the Corporations Act. Your Acceptance Form must be received by Kentor before the end of the Offer Period.

Section 1 WHY YOU SHOULD ACCEPT THE OFFER

1. **SUMMARY**

- ✓ Recommended unanimously by the Jinka Directors
- ✓ Attractive Offer price
- ✓ The major Jinka Security Holder intends to accept the Offer
- ✓ Cash offer for your Jinka Securities
- ✓ The Offer provides liquidity for Jinka Security Holders
- ✓ The consequences of not accepting are that you will continue to be exposed to risks associated with investment in a resource company being:
  - ➢ Commodity risk
  - ➢ Exploration risk
  - ➢ Funding risk

2. **RECOMMENDATION BY THE JINKA DIRECTORS**

The Jinka Directors have welcomed the Offer and by Jinka's execution of the Takeover Implementation Agreement, the Jinka Directors unanimously recommend the Offer in the absence of a Superior Proposal.

3. **ATTRACTIVE OFFER PRICE**

The Offer of:

(a) $0.195 for each Jinka Share;

(b) $0.039 for each Jinka 2011 Option; and

(c) $0.096 for each Jinka 2013 Option,

equates to approximately $7.8 million and represents an attractive price for the assets of Jinka. As set out in the annual report for Jinka as at 30 June 2010, the book value of the net assets of Jinka was $4.1 million. Therefore the Offer represents a premium of $3.7 million or approximately 90% over the value of the net assets of Jinka as at 30 June 2010.

Having regard to the future expenditure required on Jinka tenement and the inherently high risk associated with development of resource projects, Kentor believes the Offer represents full value for the Jinka Securities.

4. **A MAJOR JINKA SECURITY HOLDERS INTENDS TO ACCEPT THE OFFER**

The major Jinka Security Holder, Intermin, has entered into the Pre Bid Deed with Kentor in respect of 19.9% of Jinka Shares confirming that, in the absence of a Superior Proposal,

Intermin supports and accepts the Offer and recognises the value it brings to Jinka Security Holders.

5. CASH OFFER

The Offer provides you with 100% cash consideration for your Jinka Securities. By accepting the Offer you will receive:

(a) $0.195 for each Jinka Share;

(b) $0.039 for each Jinka 2011 Option; and

(c) $0.096 for each Jinka 2013 Option.

6. THE OFFER PROVIDES LIQUIDITY

Being an unlisted public company, Jinka Security Holders have limited ability to realise the value of their Jinka Shares or Jinka Options.

7. CONSEQUENCES OF NOT ACCEPTING

By not accepting the offer, Jinka Security Holders will remain subject to the ongoing risks associated with investment in an unlisted resource company.

Commodity Risk – Commodity prices have significant influence on the value of exploration projects. A large decline or otherwise in the price of particularly copper and/or gold may impact on the price that a Jinka Security Holder may expect to receive for its Jinka Securities.

Exploration Risk – The success or otherwise of exploration activities impacts the value of resource companies. If you chose to not accept the Offer from Kentor, exploration outcomes could impact on the value of Jinka Securities.

Funding Risk – As an unlisted public company, Jinka has a limited ability to attract funding for its ongoing activities. An inability to secure sufficient funding to advance Jinka's projects may impact on the value of Jinka Securities.

Section 2 INFORMATION ABOUT KENTOR AND FUNDING OF THE OFFER

2.1 Corporate Information

Formed in 1998 as a specialist gold explorer, Kentor is an Australian based international minerals and energy company. Kentor was listed on the ASX in 2005 and has diversified into exploration and development of gold, base metals and geothermal energy in Central Asia.

Kentor's high quality assets and key strengths are:

- the low cost Andash Gold-Copper Project, in the Kyrgyz Republic, where full-scale development is now under way;
- high potential ore sources for expansion and extension at Andash;
- other gold, base metals and geothermal assets in the Kyrgyz Republic;
- a board of directors and senior management experienced in international exploration, mining, minerals, metals and resource financing; and
- a management team with long term, local experience in Central Asia.

Kentor is now focussed on:

- bringing the Andash Gold-Copper Project into production;
- exploration near Andash to prove up additional resources to expand and extend the operation;
- exploration at Bashkol (gold) in the Kyrgyz Republic;
- geothermal energy exploration; and
- acquiring other advanced mineral projects.

Further information about Kentor can be viewed on the Kentor's website, www.kentorgold.com. Kentor is also subject to the Listing Rules that require Kentor to comply with continuous disclosure rules. Copies of documents lodged by Kentor, including Kentor's annual report for 2010, can be viewed on the ASX website at www.asx.com.au. Kentor's ASX code is ASX:KGL.

2.2 Directors and Management

The Kentor Board is currently comprised of 5 directors, whose details are as follows:

WH John Barr AM MAICD

Non-Executive Chairman

John Barr has had a long involvement with the Australian minerals and metals industry having been Managing Director of Metallgesellschaft's Australian subsidiary since the company's

inception in 1974 until his retirement in 1994. He is a former Director of Iluka Resources Limited, Acacia Resources Ltd, Oxiana Limited, and Transurban City Link Ltd. In August 2005 he retired as Chairman of Utilities of Australia Pty Ltd, a major unlisted infrastructure investment fund.

Andrew Daley BSC (HONS) (MINING)

Non-Executive Director

Andrew Daley is a Chartered Engineer, a Member of IOM3 and a Fellow of the Australasian IMM. Mr Daley commenced his career with Anglo American on the Zambian copper belt and later worked with Rio Tinto and Conoco Minerals in Africa. He moved to Australia with Fluor Australia in 1981 and since 1983 has been focused on resource project finance with National Australia Bank, Chase Manhattan and more recently was a Director at Barclays Capital mining team in London. From his return to Australia in 2003 until retiring in mid 2009 he was Director of Investor Resources Finance Pty Limited, a company based in Melbourne which provided financial advisory services to the resources industry globally.

John Taylor B.ENG (CHEM) MBA

Non-executive Director

Mr Taylor is well recognised within the Australian business community and comes with extensive experience in the resources, engineering and construction industries. Currently the Managing Director of Outotec (Australasia) Pty Ltd. Previously, Mr. Taylor has held directorships in several ASX listed companies including Ticor Limited and privately held companies including Lurgi (Australia) Pty Ltd and Metallgesellschaft of Australia Pty Ltd.

Simon Milroy B.ENG (MINING)

Managing Director

Simon Milroy is a mining engineer who most recently spent nearly 4 years as General Manager – Project Development and Manager Technical Services for Pan Australian Resources Limited in Laos. In those roles he was responsible for scoping and feasibility studies, evaluations of projects and companies, ore reserves and technical support of the company's operations. During that period key achievements were managing the feasibility studies and environmental and social impact assessments for the Phu Bia gold mine and the Phu Kham copper-gold mine.

Hugh McKinnon B.ENG (MINING)

Executive Director

Hugh McKinnon has been involved in the mining industry in Australia, Africa, and Asia for 30 years in activities ranging from exploration ventures to mine production. Since early 1996 he has worked on mining and exploration projects across Central Asia from Tajikistan to Mongolia, with a particular interest in the Kyrgyz Republic. Hugh speaks competent Russian.

2.3 Funding the Offer

The maximum amount of cash consideration that will be payable by Kentor if it acquires 100% of the Jinka Securities will be $7.8 million. As described in greater detail in Section 3.2, Jinka currently has debt of approximately $4,215,000 owing to certain related parties, which will become due and payable upon a change of control of Jinka.

Kentor holds sufficient cash in its reserves with National Australia Bank to pay all of the cash consideration in respect of the acquisition of 100% of the Jinka Securities under the Takeover Bid. This cash is:

(a) immediately available;

(b) not subject to security interests or rights of set off that may materially affect Kentor's ability to make payments under the Offer; and

(c) not presently allocated for other operations or commitments of Kentor.

No person other than Kentor will provide or contribute to, directly or indirectly, the cash consideration for the acquisition of Jinka Securities under the bid.

Section 3 KENTOR'S INTENTIONS FOR JINKA

3.1 Introduction

This section sets out Kentor's intentions, on the basis of the facts and information concerning Jinka which are known to it as at the date of this Bidder's Statement, relating to:

(a) the continuation of the business of Jinka;

(b) any major changes to be made to the business of Jinka, including any redeployment of the fixed assets of Jinka; and

(c) the future employment of the present employees of Jinka.

The final decisions on these matters will be made on the basis of the material facts, information and circumstances concerning Jinka which are known to Kentor at the relevant time and any legal, tax and financial advice obtained by Kentor in relation to those matters. Accordingly, the statements set out in this section are statements of present intention only and may vary in the future depending on the facts, information and circumstances which become known to Kentor at the relevant time.

3.2 Business

In its annual report for 2010, Jinka states that:

(a) Jinka is a gold and copper base metals exploration company with strategic ground holdings at Burnakura and Gabanintha in Western Australia, and at Jervois Range in the Northern Territory;

(b) the Burnakura project is located approximately 50 kilometres south of Meekatharra in Western Australia. Jinka has a large ground holding of mining leases and owns a 160,000 tonne per annum capacity gold recovery plant. Burnakura has reported historic gold production of approximately 270,000 ounces with a significant potential to upgrade the resource base;

(c) the Gabanintha project is located 20 kilometres east of the Burnakura project. Gabanintha has recorded historic gold production of over 180,000 ounces; and

(d) the Jervois project is a copper - lead - zinc - silver project located 280 kilometres east north east of Alice Springs in the Northern Territory. Plenty River Mining Limited commissioned a treatment plant and mine infrastructure in 1981 producing 2,000 tonnes of concentrate grading 50.4% lead, 5.4% zinc, 0.6% copper and 680 grams per tonne of silver between 1982 and 1983.

Further, the 2010 annual report for Jinka states that:

(a) Dr Michael Ruane, the non-executive chairman of Jinka, and entities related to him had loaned Jinka approximately $4,215,000 to complete the acquisition of the Burnakura project; and

(b) the loans are charged interest at 7.5% per annum and are secured by a fixed and floating charge over Jinka's assets (**Ruane Entity Loans**).

From its limited due diligence enquiries, Kentor understands that:

(a) Jinka has also borrowed approximately $400,000 from Reward Minerals Limited, another company of which Dr Michael Ruane is a director;

(b) this loan bears interest at 10% per annum and is for a period of 6 months from 6 December 2010 (**Reward Loan**);

(c) the current amount owing under the Ruane Entity Loans is approximately $4,215,000;

(d) the current amount owing under the Reward Loan is approximately $400,000; and

(e) the Ruane Entity Loans are repayable by Jinka upon a change of control of Jinka; and

(f) the Reward Loan is repayable on 6 June 2011.

3.3 Intentions on Kentor becoming entitled to 50% or more of Jinka Securities, but not entitled to compulsory acquisition.

The Offer is subject to a condition that, at the end of the Offer Period, Kentor has Relevant Interest in at least 90% of Jinka Securities. Kentor does not currently intend to waive the 90% minimum acceptance condition to the Offer, but reserves the right to do so.

If Kentor becomes entitled to 50% or more of Jinka Securities but is not entitled to compulsory acquisition (refer to Section 3.5) it is Kentor's intention to become an active shareholder in Jinka and become involved in determining the strategic direction of Jinka.

Kentor's ability to implement its intentions as set out in this Section 3.3 is subject to applicable legal and regulatory requirements including, in particular, in relation to Related Party transactions and conflicts of interest. Any transactions between Kentor and Jinka in such circumstances will be entered into on arm's length terms. In addition, if required by law or the Listing Rules, Kentor will seek any necessary approval of the remaining Jinka Security Holders to implement its intentions.

3.4 Jinka Directors

If, at the end of the Offer Period, Kentor is the majority shareholder, Kentor intends to procure the appointment of a majority of Kentor nominees to the Jinka Board so that the proportion of Kentor nominees is broadly in line with Kentor's voting power in Jinka. The identity of such nominee directors has not yet been determined, but nominees will be selected to bring technical and managerial expertise to the Jinka Board.

3.5 Intentions if 90% Jinka ownership is assumed

If Kentor obtains a holding of Jinka Securities by reason of acceptance under the Offer and hence holds a Relevant Interest in at least 90% of each class of Jinka Securities by the close of the Offer, Kentor currently intends to proceed to compulsory acquisition of outstanding minority holdings and then implement the following changes:

(a) Kentor would seek to remove or discontinue the appointment of all current directors of Jinka and with Kentor acting as sole shareholder of Jinka, appoint persons nominated by it as directors of Jinka;

(b) Kentor may additionally seek to change the status of Jinka from that of a public company limited by shares to a proprietary company limited by shares;

(c) subject to an internal review following the acquisition of Jinka, Kentor intends to retain all Jinka employees currently involved in exploration and evaluation of the company's projects Any staff involved solely in the corporate and/or administrative roles within Jinka will have their ongoing tenure reviewed;

(d) Kentor would procure that Jinka repays the:

(i) Ruane Entity Loans upon the occurrence of the change of control event described in Section 3.2; and

(ii) Reward Loan when it is due and payable on 6 June 2011;

(e) Prior to being owned by Jinka, the Jervois and Burnakura projects had reported resources under the JORC Code. It is Kentor's intention to conduct analysis and further drilling to establish resources under the JORC Code on both of these projects. This will include the following:

(i) *Jervois*

- Diamond drilling program to define additional resources and to convert the current known mineralisation into resources under the JORC Code.
- Feasibility study to investigate the possibility of establishing a mine and concentrator at Jervois.

(ii) *Burnakura*

- Reverse circulation drilling program to define remnant oxide ore which can be mined by open pit.
- Feasibility study to examine restarting and expanding the capacity of the Burnakura processing plant.
- Feasibility study to examine establishing a heap leach operation to treat the low grade ore at Burnakura.

(iii) *Gabanintha*

- Airborne geophysical survey to identify additional drilling targets.
- Reverse circulation drilling programme to produce a resource under the JORC Code on remnant gold oxide ore and copper gold ore.
- Feasibility study to examine the possibility of adding flotation capacity to the Burnakura treatment plant to produce a copper gold concentrate from the Gabanintha ore.

Section 4 CAPITAL STRUCTURE AND DEALINGS IN JINKA SECURITIES

4.1 Capital Structure

According to information provided by Jinka to Kentor, as at the date of this Bidder's Statement, the total number of Jinka Securities on issue is as set out in the table below.

Class	Number
Jinka Shares	29,860,846
Jinka 2011 Options	14,843,150
Jinka 2013 Options	14,901,616
Total number. of Jinka Shares assuming exercise of all options	59,605,612

4.2 Jinka Options

According to information provided by Jinka to Kentor, as at the date of this Bidder's Statement, with the exception of the expiry date, the key terms of the Jinka Options are as follows:

(a) each Jinka Option entitles the holder to one Jinka Share;

(b) the exercise price is $0.20 per Jinka Option;

(c) Jinka Options can be exercised at any time prior to the expiry date in whole or in part;

(d) Jinka Options are freely transferrable;

(e) in order to exercise a Jinka Option, the option holder must return a notice of exercise with payment;

(f) the Jinka Shares granted upon the exercise of the option rank equally with all other Jinka Shares;

(g) there are no participation rights or entitlements inherent in the Jinka Options;

(h) a holder of Jinka Options cannot participate in further share issues while the Jinka Option remains on foot other than a bonus issue; and

(i) if the share capital of Jinka is reconstructed, the rights of the holders of Jinka Option Holders are to be reconstructed, if necessary, in accordance with the Listing Rules.

4.3 Substantial Holdings

To Kentor's knowledge and based on its limited due diligence enquiries, the following companies have a substantial holding of Jinka Shares:

Name	Number of Jinka Shares held	Percentage of capital held
Intermin Resources Limited	10,490,575	35.13%
Tyson Resources Pty Ltd	4,469,250	14.97%
Kesli Chemicals Pty Ltd	3,655,184	12.24%

4.4 Constitution of Jinka

The constitution of Jinka does not contain any restriction on transfer of Jinka Securities that is relevant in the case of a full takeover bid for Jinka Securities.

4.5 Acquisitions by Kentor

Neither Kentor nor any of its Associates has, during the 4 months before the date

of this Bidder's Statement, provided, or agreed to provide, consideration for any Jinka Security.

4.6 Benefits given by Kentor over the previous 4 months

Neither Kentor nor any of its Associates has, during the 4 months before the date of this Bidder's Statement, given, or offered to give or agreed to give, a benefit to another person that induced, or was likely to induce, the other person or an Associate of that person to:

(a) accept the Offer; or

(b) dispose of Jinka Securities,

that is not offered to all Jinka Security Holders under the Offer.

4.7 Details of Kentor's Relevant Interests in Jinka Securities

(a) Immediately before this Bidder's Statement was lodged with ASIC, Kentor had a Relevant Interest in:

(i) 5,942,308 Jinka Shares;

(ii) Nil Jinka 2011 Options; and

(iii) Nil Jinka 2013 Options,

representing a total Relevant Interest in Jinka of 19.9%.

(b) Immediately before the first Offer was sent, Kentor had a Relevant Interest in:

(i) 5,942,308 Jinka Shares;

(ii) Nil Jinka 2011 Options; and

(iii) Nil Jinka 2013 Options,

representing a total Relevant Interest in Jinka of 19.9% of Jinka Shares.

4.8 Details of Kentor's Voting Power in Jinka

Immediately before this Bidder's Statement was lodged with ASIC, Kentor had voting power of 19.9% in Jinka.

Immediately before the first Offer was sent, Kentor had voting power of 19.9% in Jinka.

The voting power of Kentor in Jinka was acquired pursuant to the Pre Bid Deed (between Kentor and Intermin), which is summarised at Section 6.2 below.

Section 5 THE OFFER

5.1 The Offer

The full Offer Terms are set out at Section 5.7.

Unless the Offer is extended or withdrawn in accordance with the Corporations Act, the Offer Period will commence at 9.00 am on 6 April 2011 and finish immediately at 7.00pm (Melbourne time) on 6 May 2011.

5.2 Extension of the Offer Period

Kentor may, at its discretion, and in accordance with the Corporations Act extend the Offer Period.

5.3 How to accept

To accept the Offer you must:

(a) complete and sign the Acceptance Form in accordance with the instructions set out in it; and

(b) send the Acceptance Form, together with all other documents required by the instructions on it, to Kentor's address.

Your Acceptance Form must be received by Kentor before the end of the Offer Period.

Kentor will treat your Acceptance Form as having been received before the end of the Offer period if it is actually delivered before the end of the Offer Period or if the envelope which contains your Acceptance Form, is post marked prior to the end of the Offer Period.

Kentor may treat the receipt by it of the Acceptance Form as a valid acceptance although it does not receive the other documents required by the instructions on the Acceptance Form or any of the other requirements for acceptance have not been complied with, but if the Bidder does so, subject to Section 5.4, the Bidder will not be obliged to make the consideration available until the Bidder receives all those documents (including any relevant share certificate(s) or acceptable evidence of loss or destruction and an acceptable indemnity instead of those certificates) and all of the requirements for acceptance referred to in this Section 5.3, and in the Acceptance Form, have been met.

5.4 Payment of sale price for your Jinka Securities

If you validly accept the Offer, you will receive the Offer Price for your Jinka Securities within 1 month after the later of receipt of your Acceptance Form and the date on which the Offer becomes unconditional (and in any event, on or before 21 days after the end of the Offer Period).

5.5 Brokerage and other costs

Kentor will pay all costs and expenses (including any applicable stamp duty) of the preparation and circulation of this Bidder's Statement and the transfer of any Jinka Securities to Kentor.

5.6 Withdrawal

The Offer may be withdrawn by Kentor in accordance with the Corporations Act.

5.7 Offer Terms

(a) *Offer Price*

$0.195	for each Jinka Share held by a Jinka Security Holder
$0.039	for each Jinka 2011 Options held by a Jinka Security Holder
$0.096	for each Jinka 2013 Options held by a Jinka Security Holder

(b) *Offer period*

One month from the date the Offer opens, subject to Kentor's right to extend the period.

(c) *Offer is to acquire all Jinka Securities held*

A Jinka Security Holder may only accept the Offer in respect of all of the Jinka Securities held by that Jinka Security Holder.

(d) *Offer conditions*

The Offer will be subject to the fulfilment or waiver of the following conditions:

Minimum tender condition

At or before the end of the Offer Period there will have been validly deposited under the Offer and not withdrawn at the end of the Offer Period that number of Jinka Securities which constitutes (by number, calculated on a fully diluted basis) at least:

(a) 90% of outstanding Jinka Shares;

(b) 90% of outstanding Jinka 2011 Options;

(c) 90% of outstanding Jinka 2013 Options.

Regulatory approvals and actions by Government Agencies

Before the end of the Offer Period:

(a) Kentor receives all necessary regulatory approvals, consents and permits (including the Appropriate Regulatory Approvals) and all regulatory conditions have been satisfied in relation to the acquisition of 100% of Jinka and its subsidiaries on an unconditional basis;

(e) no act, action, suit or proceeding has been taken before or by any person (including a Government Agency) (including by any individual, company, firm, group or other entity), whether or not having the force of law, in relation to or which may prevent, affect, limit or otherwise change the nature of a Takeover Bid by Kentor for Jinka in the manner contemplated by the Takeover Implementation Agreement;

(f) no Government Agency:

(i) makes any finding, preliminary or final decision, order or decree against Jinka or any of its subsidiaries or fines or otherwise penalises Jinka or any of its subsidiaries;

(ii) institutes any action or investigation; or

(iii) announces, commences or threatens any action or investigation,

which has or may have an adverse effect on any one or more of the following; the business, assets, any mining tenements, liabilities, financial or trading position, profitability or prospects of Jinka or any of its subsidiaries.

At the end of the Offer Period there is not any prohibition at law against Kentor making the Offer or taking up and paying for any Jinka Securities deposited under the Offer.

No Jinka Material Adverse Effect

None of the following occurs, has been announced or becomes known to Kentor:

(a) an event, change, condition, matter or thing occurs;

(b) information is disclosed or announced by Jinka or any of its subsidiaries concerning any event, change, condition, matter or thing; or

(c) information concerning any event, change, condition, matter or thing

becomes known to Kentor (whether or not becoming public),

which (either alone or in combination with any other item falling within the above) will have, could reasonably be expected to have or which evidences that there has been a Jinka Material Adverse Effect.

No material change of control rights

Between the Announcement Date and the end of the Offer Period (each inclusive), there is no person or persons having any rights or being entitled to have any rights as a result of any change of control event in respect of Jinka (including Kentor acquiring Jinka Securities) or any of its subsidiaries or assets, to:

(a) terminate or alter any contractual relations between any person and Jinka or any of its subsidiaries (for this purpose an alteration includes without limitation an alteration of the operations of a contract, whether or not that altered operation is provided for under the existing terms of the contract);

(b) require the termination, modification or disposal (or offer to dispose) of any interest or asset, corporate body, joint venture or other entity; or

(c) accelerate or adversely modify the performance of any obligations of Jinka or any of its subsidiaries under any agreements, contracts or other legal arrangement,

provided that this condition will only be breached to the extent that the relevant rights or entitlements in paragraphs (a), (b) or (c), if exercised or carried out would singly or cumulatively have a material adverse financial effect on Jinka or any of its subsidiaries.

All Ordinaries Index

If at any time between the Announcement Date and the end of the Offer Period (each inclusive), the ASX 'All Ordinaries Index' falls 15% below the value of that index on the trading day immediately prior to the Announcement Date

No untrue statements to ASIC

Kentor does not become aware of any untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made and at the date it was made (after giving effect to all subsequent filings in relation to all matters covered in earlier filings), in any public document filed by or on behalf of Jinka with ASIC constitutes a Jinka Material Adverse Effect.

No prescribed occurrences

None of the following events happens before the end of the Offer Period:

(a) Jinka converts all or any Jinka Shares into a larger or smaller number of shares;

(b) Jinka or a subsidiary of Jinka resolves to reduce its share capital in any way;

(c) Jinka or a subsidiary of Jinka:

  (i) enters into a buy-back agreement; or

  (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;

(d) Jinka or a subsidiary of Jinka issues shares or grants an option over its shares, or agrees to make such an issue or grant such an option;

(e) Jinka or a subsidiary of Jinka issues, or agrees to issue, convertible notes;

(f) Jinka or a subsidiary of Jinka disposes, or agrees to dispose, of the whole, or a substantial part, of its business or assets;

(g) Jinka or a subsidiary of Jinka charges, or agrees to charge, the whole, or a substantial part, of its business or assets;

(h) it is resolved that Jinka or a subsidiary of Jinka be wound up;

(i) a liquidator or provisional liquidator of Jinka or a subsidiary of Jinka is appointed;

(j) a court makes an order for the winding up of Jinka or a subsidiary of Jinka;

(k) an administrator of Jinka, or a subsidiary of Jinka, is appointed under section 436A, 436B or 436C of the Corporations Act;

(l) Jinka or a subsidiary of Jinka executes a deed of company arrangement;

(m) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Jinka or a subsidiary of Jinka; or

(n) Jinka or a subsidiary of Jinka varies the terms of any employee or Jinka Director or company officer arrangements;

(o) Jinka or a subsidiary of Jinka makes, or varies the terms of any material capital expenditure or other commitments in excess of the amount in the cash flow projection provided by Jinka to Kentor in aggregate;

(p) Jinka or a subsidiary of Jinka increases its level of financial indebtedness (including financial liabilities incurred under finance leases), other than in the ordinary and usual course of business;

(q) Jinka or a subsidiary of Jinka enters into a transaction with a Related Party; or

(r) Jinka or a subsidiary of Jinka becomes a party to, or is threatened with any prosecution, litigation or arbitration other than as a plaintiff or applicant that exposes Jinka or the subsidiary to a potential liability (including legal costs).

Section 6 ADDITIONAL INFORMATION

6.1 Takeover Implementation Agreement

The following is a summary only of the key terms of the Takeover Implementation Agreement between Kentor and Jinka dated 1 April 2011.

(a) *Recommendation of Bid*

Jinka has represented and warranted that, if Kentor publicly proposes to make the Takeover Bid, Jinka must release an announcement via its website and to Jinka Security Holders that:

(i) the Jinka Directors have met and considered the possibility of Kentor agreeing to make the Takeover Bid; and

(ii) the Jinka Directors unanimously recommend that if the Takeover Bid is on terms and conditions no less favourable to Security Holders than the Offer Terms, the Jinka Security Holders accept the Offer,

subject in each case only to there being no Superior Proposal.

(b) *Promotion of Bid*

Jinka has also agreed that in the absence of a Superior Proposal during the Offer Period, it will support the Takeover Bid and participate in efforts reasonably required by Kentor to promote the merits of the Takeover Bid.

(c) *Offer Terms*

From the Announcement Date and subject to the duties of the Jinka Directors, Jinka agree to not do or omit to do anything which would or may result in any of the Offer Terms being breached, not being satisfied or being incapable of satisfaction.

(d) *Conduct of Business*

From the Announcement Date to the end of the Offer Period, Jinka agrees to conduct its business in the usual and ordinary course and use its reasonable endeavours to preserve and maintain the value of its business and relationship with suppliers, customers and employees.

(e) *No Solicitation/Exclusivity Arrangements*

From the Announcement Date until the end of the Offer Period Jinka must not:

(i) solicit or initiate any inquiries, expression of interest, offer, proposal or discussions;

(ii) participate in any negotiations or discussions or provide information to any person in respect of any enquiries, expression of interest, offer or proposal;

(iii) accept or enter into any agreement, arrangement or understanding; or

(iv) disclose any non-public information about the business or affairs of Jinka (other than to a Government Agency),

which relates to a Competing Proposal.

Paragraphs (ii) to (iv) do not apply if in the Jinka Directors have received financial advice that a Competing Proposal is superior to the Takeover Bid, and, relying on

specific written legal advice, form the reasonable opinion that compliance with the relevant clause would constitute a breach of their fiduciary or statutory duties. This exemption does not extend to circumstances where the approach by a third party is facilitated by or as a result of a breach of paragraph (i).

Until the end of the Offer Period, Jinka must immediately notify Kentor of any approach or attempt to initiate discussions or negotiations regarding a Competing Proposal.

(f) *Appointment of Directors*

Jinka represents and warrants to Kentor that it has been advised by each Jinka Director that he or she will, and Jinka must procure that the Jinka Directors will:

(i) take all necessary steps to ensure that the nominees of Kentor are appointed as directors of Jinka and its subsidiaries and that the Jinka Directors nominated by Kentor resign (such that the Kentor nominees represent a majority of the Jinka Directors) after Kentor has paid acceptances of the Offer which represent 50% of all Jinka Securities; and

(ii) as soon as practicable after Kentor acquires a Relevant Interest in 90% of the Jinka Securities and the Offer becomes or is declared unconditional ensure that all except for one of the Jinka Directors resigns and that the continuing director resigns when required in writing by Kentor.

Kentor agrees and procures that any such appointees will not participate in decisions of Jinka in relation to the Offer until after the end of the Offer Period.

(g) *Break Fee Payable by Jinka*

Jinka must pay to Kentor a break fee of $400,000 if at any time following Kentor making the Agreed Announcement:

(i) any director of Jinka fails to recommend that Jinka Security Holders accept the Takeover Bid or withdraws, revises or revokes that recommendation;

(ii) any director of Jinka recommends or otherwise announces support for a Competing Proposal;

(iii) a person other than Kentor or an associate of Kentor directly or indirectly acquires a legal or beneficial interest in 20% or more of Jinka Securities or the share capital of any of its subsidiaries or acquires an interest in all or a substantial part of the assets of Jinka and its subsidiaries;

(iv) Jinka breaches the non-solicitation clause of the Takeover Implementation Agreement.

(h) *Break Fee Payable by Kentor*

Kentor must pay to Jinka a break fee of $300,000 if at any time following the Agreed Announcement, Jinka terminates the Takeover Implementation Agreement due to Kentor being in material breach of the Takeover Implementation Agreement, which is incapable of being remedied.

(i) *Termination Rights*

The Takeover Implementation Agreement may be terminated by either Kentor or Jinka, if:

(i) the other party is in material breach of the Takeover Implementation Agreement,

and the breach is incapable of being remedied; or

(ii) having made a Takeover Bid for Jinka, Kentor withdraws the Takeover Bid or the Takeover Bid lapses, for any reason including non-satisfaction of a condition of the Takeover Bid.

Kentor may terminate the Takeover Implementation Agreement if at any time during the period commencing on the Announcement Date and ending at the end of the Offer Period, Jinka is subject to an Insolvency Event.

6.2 Pre Bid Deed

The following is a summary only of the key terms of the Pre Bid Deed between Kentor and Intermin, entered into on 1 April 2011.

Under the Pre Bid Deed, Intermin has agreed to irrevocably accept the Offer in respect of the Intermin Acceptance Securities. The Pre Bid Deed is only binding where a Takeover Bid is made for Jinka, by Kentor on the Offer Terms.

(a) *Intermin's Obligation to Accept*

When the Offer is made, Intermin, in the absence of a Superior Proposal must;

(i) accept the Offer, in respect of the Intermin Acceptance Securities; and

(ii) not withdraw its acceptance of the Offer

(b) *Intermin's Restrictions*

Intermin undertakes that it will not sell, transfer, exercise or otherwise dispose of any of the Intermin Acceptance Securities other than pursuant to the Offer, until termination of the Pre Bid Deed. This does not affect Intermin's right to dispose of, or exercise voting right in respect of Jinka Securities which are in excess of the number of Intermin Acceptance Securities.

Intermin (whether of itself or by its agent or representative) must not solicit or initiate or take part in any discussions relating to any proposal by a person other than Kentor to deal in the Intermin Acceptance Securities.

(c) *Announcement*

Intermin must on the Announcement Date, publicly announce in the form of the Agreed Announcement, its intention to accept the Offer in the absence of a Superior Proposal.

(d) *Termination*

The Pre Bid Deed will automatically terminate if:

(i) Kentor does not publicly propose by 1 April 2011 (or such other date as is agreed between Kentor and Jinka) , to make a Takeover Bid for Jinka;

(ii) a Superior Proposal is announced during the Offer Period that is:

(A) not Matched by Kentor; and

(B) recommended by the Jinka Directors

following which the Takeover Implementation Agreement is terminated;

(iii) Intermin has accepted the Offer and the Offer becomes unconditional; or

(iv) the Offer Period has ended for any reason.

(e) *Warranties*

Intermin warrants that it has legal title (or is beneficially entitled) to the Intermin Acceptance Securities and the Intermin Acceptance Securities are free from any encumbrance or charge.

(f) *Confidentiality*

Neither Kentor nor Intermin may disclose any information in relation to the existence, negotiations, subject matter or terms of the Pre Bid Deed or any other which is information received by a party in respect of the other party, except under certain prescribed circumstances being:

(i) with the written consent of the other party;

(ii) if the information is in the public domain without the breach by the disclosing party of any duty of confidentiality;

(iii) it is required to do so by law, a governmental agency or a stock exchange;

(iv) if the information is provided to a professional advisor of the disclosing party who has been retained to advise in relation to the transactions contemplated by the Pre Bid Deed; or

(v) to an existing or proposed financier of the disclosing party.

The rights and obligations of Kentor and Intermin with respect to confidentiality continue to apply to a party after termination of the Pre Bid Deed.

6.3 Taxation Considerations

(a) *Introduction*

The following is a general description of the Australian income and capital gains tax consequences to Jinka Security Holders of the acceptance of the Offer. The comments set out below are relevant only to those Jinka Security Holders who acquired their Jinka Securities on or after 20 September 1985 and hold their Jinka Securities as capital assets for the purpose of investment. If you trade in shares and / or options you will need to get independent professional advice.

The following summary is intended only for Jinka Security Holders resident in Australia for income tax purposes. Jinka Security Holders who are not resident in Australia for tax purposes should take into account the tax consequences under the laws of their country of residence, as well as under Australian law, at the date of acceptance of the Offer. Furthermore, this summary is not intended for Jinka Security Holders who acquired their Jinka Securities in respect of their (or an Associate's) employment with Jinka (or an associated company).

The following description is based upon the law in effect at the date of this Bidder's Statement, but it is not intended to be an authoritative or complete statement of the law applicable to the particular circumstances of every Jinka Security Holders. The law, and its interpretation, and Australian Tax Office practice may change. Jinka Security Holders should seek independent professional advice in relation to their own particular circumstances.

(b) *Capital gain or loss on disposal of Jinka Securities*

The sale of your Jinka Shares pursuant to the Offer will involve the disposal by you of your Jinka Shares by way of transfer to Kentor. This change in the ownership of your Jinka Shares will constitute a CGT event for Australian capital gains tax purposes. The date of disposal for CGT purposes will be the date that you accept the Offer. If, for any reason the Offer does not proceed, no disposal event will occur and no CGT implications will arise.

Similarly, the sale of your Jinka Options pursuant to the Offer will involve the disposal by you of your Jinka Options by way of assignment to Kentor. This change in the ownership of your Jinka Options will, likewise, constitute a CGT event for Australian capital gains tax purposes. The date of disposal for CGT purposes will be the date that you accept the Offer. If, for any reason the Offer does not proceed, no disposal event will occur and no CGT implications will arise.

If you are an Australian resident you may make a capital gain or a capital loss from the disposal of your Jinka Securities. These amounts will be relevant in determining whether you have a net capital gain to include in your taxable income for the year.

In general, capital gains and capital losses are firstly aggregated to determine whether there is a net capital gain, which is calculated after taking into account any discount capital gains or other concessions in respect of the capital gains. The remaining net capital gain is included in assessable income, and is subject to income tax. A net capital loss may not be deducted against other income for income tax purposes, but may be carried forward to offset against future capital gains.

Capital Gain

If the capital proceeds from the disposal of your Jinka Securities are more than the cost base (or in some cases, the indexed cost base) of those shares, a capital gain will arise.

The capital proceeds of the CGT event will be the cash received by you in respect of the disposal of your Jinka Securities.

The cost base of your Jinka Shares will generally be their cost of acquisition plus any incidental costs of acquisition (such as brokerage and transfer duty).

The cost base of your Jinka Options will generally be the amount paid for the Options plus any incidental costs of acquisition (such as brokerage and stamp duty or other similar duty)

If the Jinka Securities were acquired at or before 11.45 am Eastern Standard Time on 21 September 1999 , a Jinka Security Holders who is an individual, a complying superannuation entity or the trustee of a trust may elect to adjust the cost base of the Jinka Securities to include indexation by reference to changes in the Consumer Price Index from the calendar quarter in which the Jinka Securities were acquired until the quarter ended 30 September 1999 (on which date indexation is frozen). Jinka Security Holders, which are companies, will be entitled to include that indexation adjustment without making an election if their Jinka Securities were acquired at or before 11.45 am Eastern Standard Time on 21 September 1999 and held for more than 12 months before their disposal.

Indexation adjustments are taken into account only for the purposes

of calculating a capital gain, but not a capital loss.

Jinka Security Holders who are individuals, complying superannuation entities or trustees and who do not or cannot elect to adjust their cost base for indexation (as outlined above), but not a company, can discount the amount of the capital gain in respect of the disposal of the Jinka Securities if they have held their Jinka Securities for more than 12 months before the date of disposal (referred to as the "CGT Discount"). The CGT Discount is applied only after any available capital losses have been applied to the capital gain. For individuals and trustees the discount is 50% and for complying superannuation entities the discount is 33⅓%.

Jinka Security Holders, which are companies, do not qualify for a CGT Discount.

Capital Loss

If the capital proceeds are less than the reduced cost base of your Jinka Securities, a capital loss will arise. Generally, the reduced cost base of your Jinka Securities is the cost base (discussed above) without any adjustment for indexation or non-capital costs. The CGT Discount does not apply to capital losses.

6.4 Due Diligence

Prior to formalising its bid, Kentor was granted access to limited information in respect of Jinka which has not been disclosed to certain Jinka Security Holders. None of the information to which Kentor (and its Associates) were given access is, in the opinion of Kentor, of such a nature and quality which, if the information were generally available, a reasonable person would expect to have a material effect on the price or value of Jinka Securities or, in the opinion of Kentor and except as disclosed in this Bidder's Statement, would otherwise be material to a decision by a Jinka Security Holder whether or not to accept an Offer. However, the fact that Kentor has decided to make the Offers with the knowledge of the information to which it had access may itself be regarded as information material to the decision of a Jinka Security Holder whether or not to accept an Offer.

6.5 Other Material Information

Other than as set out above, or contained elsewhere in this Bidder's Statement, there is no other information that:

(a) is material to the making of a decision by a holder of Jinka Shares whether to accept this Offer;

(b) is known to Kentor; and

(c) that has not been previously disclosed to the holders of Jinka Shares.

6.6 Regulatory Approvals

There are no regulatory approvals that Kentor needs to obtain before acquiring Jinka Securities under this Offer.

6.7 Consents

Where there is a statement:

(a) by a person included in, or accompanied by this Bidder's Statement; or

(b) said in this Bidder's Statement to be based on the statement by a person,

that person has:

(c) consented to the statement being included, or accompanied in this Bidder's Statement in the form and context in which it is included;

(d) not withdrawn that consent before this Bidder's Statement was lodged with ASIC.

Section 7 DATING AND AUTHORISATION OF BIDDER'S STATEMENT

This Bidder's Statement has been approved and provided to ASIC and has been dated on the date specified below in accordance with section 637(2) of the Corporations Act by Simon Milroy, Managing Director for and on behalf of the board of Kentor as its authorised agent pursuant to a resolution passed by the Kentor Directors on 31 March 2011.

Dated: 1 April 2011

Simon Milroy
Managing Director
Kentor Gold Ltd

Section 8 DEFINITIONS AND INTERPRETATION

8.1 Definitions

In this Bidder's Statement, unless the context otherwise requires:

Acceptance Form means the acceptance form which accompanies this Bidders Statement in respect of the Offer

Agreed Announcement means the announcement in the form set out in Schedule 2 of the Takeover Implementation Agreement or as otherwise agreed between Kentor and Jinka

Announcement Date means both:

(a) the date on which the takeover bid by Kentor for Jinka was announced being the date of this Bidder's Statement; and

(b) the date set by Kentor for the purposes of section 633(3) of the Corporations Act

Appropriate Regulatory Approvals means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any Government Agency required in connection with the commencement of the Offer or the acquisition by Kentor of the Jinka Securities

Associate has the meaning given to that term in the Corporations Act

ASIC means the Australian Securities and Investments Commission

ASX means ASX Limited ACN 008 624 691 or the Australian Securities Exchange, as appropriate

Bidder's Statement means this document, being the statement of Kentor under Part 6.5 Division 2 of the Corporations Act relating to the Offer

Competing Proposal means any proposal or transaction, which, if completed, would mean a person (other than Kentor or any Associate of Kentor) would:

(a) directly or indirectly acquire a legal or beneficial interest or Relevant Interest in, or control of, 20% or more of:

(i) all Jinka Securities or of the share capital of any of its subsidiaries;

(ii) all or a substantial part or a material part of the business conducted by Jinka,

including by way of takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of shares, or joint venture, but not as custodian, nominee or bare trustee

(b) acquire Control of:

(i) Jinka; or

(ii) all or a substantial part or a material part of the business conducted by Jinka; or

(c) otherwise acquire or merge (including by a reverse takeover bid or dual listed company structure) with Jinka

Corporations Act means the *Corporations Act 2001* (Cth)

Government Agency means any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world

Intermin means Intermin Resources Ltd ACN 007 761 186

Intermin Acceptance Securities means the 5,942,308 Jinka Shares held by Intermin as at the date of the Pre Bid Deed

Jinka means Jinka Minerals Limited ACN 131 851 404

Jinka Board means the board of directors of Jinka

Jinka Directors means all of the directors of Jinka and **Jinka Director** means any one of them

Jinka Material Adverse Effect means any change, effect, event, occurrence or state of facts that is, or would reasonably be expected to be, material and adverse to the assets (including any mining tenements held by Jinka and its subsidiaries), liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, financial condition, prospects of Jinka and its subsidiaries taken as a whole or its title to, or beneficial entitlement to, any mining tenements held by Jinka and its subsidiaries

Jinka Securities means, together, the Jinka Shares, Jinka 2011 Options and Jinka 2013 Options which are the subject of the Offer

Jinka Shares means together:

(a) all of the issued ordinary shares in the capital of Jinka as at the Announcement Date; and

(b) all of the issued ordinary shares in the capital of Jinka which are issued during the period commencing on the Announcement Date and ending at the end of the Offer Period pursuant to the exercise of a Jinka Option (if any)

Jinka Security Holder	means a person who is the holder of a Jinka Share or a Jinka Option
Jinka Option	means either a Jinka 2011 Option or a Jinka 2013 Option as the context require
Jinka 2011 Options	means the 14,843,150 options on issue in the capital of Jinka as at the date of this Bidder's Statement, the terms of which are set out in Section 4.2
Jinka 2013 Options	means the 14,901,616 options on issue in the capital of Jinka as at the date of this Bidder's Statement, the terms of which are set out in Section 4.2
JORC Code	means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves as set out in Appendix 5A of the Listing Rules
Kentor	means Kentor Gold Ltd ACN 082 658 080
Kentor Board	means the board of directors of Kentor
Kentor Directors	means all of the directors of Kentor and **Kentor Director** means any one of them
Listing Rules	means the Listing Rules of ASX and any other rules of the ASX which are applicable while Kentor is admitted to the official list of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX
Matched	means an announcement by Kentor of a variation of the Offer which results in a Competing Proposal that was determined to be a Superior Proposal, no longer being a Superior Proposal
Offer	means, together, separate offers made by Kentor on the Offer Terms to acquire: (a) all of the Jinka Shares held by a Jinka Security Holder; (b) all of the Jinka 2011 Options held by a Jinka Security Holder; and (c) all of the Jinka 2011 Options held by a Jinka Security Holder, as set out in Section 5
Offer Conditions	means offer conditions set out in Section 5.7(d)
Offer Period	means the period that the Offers are open for acceptance
Offer Price	means, in respect of: (a) Jinka Shares, $ 0.195 per share; (b) Jinka 2011 Options, $ 0.039 per option; and

(c) Jinka 2013 Options, $ 0.096 per option;

Offer Terms	means the terms of the Offer, as set out in Section 5.7
Pre Bid Deed	means the pre bid deed entered into between Kentor and Intermin dated 1 April 2011 as amended by Kentor and Intermin from time to time
Related Party	has the meaning given to that term in the Corporations Act
Relevant Interest	has the meaning given to that term in the Corporations Act
Reward Loan	means the loan made by Reward Minerals Limited as described further in Section 3.2
Ruane Entity Loans	means the loans made by Dr Michael Ruane, the non-executive chairman of Jinka, and entities related to him as described further in Section 3.2
Superior Proposal	means a publicly announced Competing Proposal which the Jinka Directors, acting in good faith, and after taking advice from its advisers is: (a) reasonably capable of being completed taking into account all aspects of the Competing Proposal; and (b) more favourable to Jinka Security Holders than the Takeover Bid, including that the price offered by the person making the Competing Proposal to Jinka Security Holders in respect of each class of Jinka Securities exceeds the price offered by Kentor in respect of each class of Jinka Securities by at least 5%, and taking into account all other terms and conditions of the Competing Proposal
Takeover Bid	means the off-market takeover bid which is the subject of this Bidder's Statement
Takeover Implementation Agreement	means the takeover implementation agreement entered into between Kentor and Jinka dated 1 April 2011 as amended by Kentor and Jinka from time to time

8.2 Interpretation

In this Bidder's Statement, unless the context requires otherwise:

(a) words importing:

(i) the singular include the plural and vice versa; and

(ii) a gender includes every other gender;

(b) a reference to a party or person includes a reference to that party or person, its successors, substitutes (including, but not limited to, a party or person taking by novation), executors, administrators and assigns;

(c) a reference to any thing or matter is a reference to the whole and any part of it;

(d) the word "person" includes a corporation and vice versa; an expression importing a natural person includes any company,

partnership, joint venture, association, corporation or other body corporate and any governmental agency;

(e) a reference to a group of persons or parties is a reference to any two or more of them jointly and to each of them individually;

(f) a covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(g) a covenant, representation or warranty on the part of two or more persons binds them jointly and severally;

(h) a term not specifically defined in this Bidder's Statement has the meaning given to it in the Corporations Act;

(i) a reference to this Bidder's Statement or other document includes any variation, novation or replacement of or supplement to any of them from time to time;

(j) where any section contains parts, paragraphs or sub-paragraphs, each part, paragraph and sub-paragraph however called will be read and construed separately and independently of any other;

(k) a reference to a document includes without any limitation any deed or agreement in writing, certificate, notice or other instruction of any kind;

(l) a reference to $ means the lawful currency of Australia;

(m) "writing" and related expressions includes all means of reproducing words in a tangible and permanently visible form;

(n) headings are inserted only for guidance and do not affect the interpretation of this document;

(o) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws made or issued under that statute;

(p) a reference to a body other than Kentor or Jinka:

(i) which ceases to exist; or

(ii) the powers or functions of which are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and

(q) all references to accounting and financial terms have the meaning commonly given to them in accordance with the accounting principles generally accepted in Australia.

Section 9 APPROVAL OF BIDDER'S STATEMENT

The copy of this Bidder's Statement that was lodged with ASIC on 1 April 2011 was signed by Simon Milroy, Managing Director for and on behalf of Kentor as authorised agent pursuant to a resolution passed by the Kentor Board of on 31 March 2011.

Simon Milroy
Managing Director
Kentor Gold Ltd

Section 10 CORPORATE DIRECTORY

Registered Office

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Telephone (07) 3121 3206
Facsimile: (07) 3121 3030

Website

www.kentorgold.com.au

ASX code

KGL

ABN

52 082 658 080

Directors

John Barr
Andrew Daley
John Taylor
Simon Milroy
Hugh McKinnon

Company Secretary

Kylie Anderson

Registry

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