

*This document is important and requires your immediate attention. If you are in any doubt as to how to deal with this document, you should consult the Depository and Information Agent and your investment dealer, stockbroker, accountant, lawyer or other professional advisor. The Offer has not been approved or disapproved by any securities commission or similar authority nor has any securities commission or similar authority passed upon the fairness or merits of the Offer or upon the accuracy or adequacy of the information contained in the Original Offer Documents, the Previous Amendments or this Notice of Change and Variation and any representation to the contrary is an offence. The Offer does not constitute an offer or solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful.*

July 21, 2009

# ORVANA MINERALS CORP.

## NOTICE OF CHANGE & VARIATION

by

**ORVANA MINERALS ACQUISITION CORP.**

a wholly-owned subsidiary of

**ORVANA MINERALS CORP.**

of its

## OFFER TO PURCHASE FOR CASH

all of the outstanding common shares

(together with the associated rights issued under the shareholder rights plan)

of

**KINBAURI GOLD CORP.**

at a price of \$0.75 in cash per common share

Orvana Minerals Acquisition Corp. (the “**Offeror**”), a wholly-owned subsidiary of Orvana Minerals Corp. (“**Orvana**”), hereby gives notice that it is further amending its offer dated May 25, 2009 (the “**Original Offer**”) to purchase all of the outstanding common shares of Kinbauri Gold Corp. (“**Kinbauri**”), together with the associated rights (the “**SRP Rights**”) issued under the shareholder rights plan of Kinbauri (together, the “**Shares**”), other than Shares beneficially owned by the Offeror and its affiliates (if any), and including any Shares that may become issued and outstanding prior to the expiry of the Offer upon the exercise, exchange or conversion of any Kinbauri Options, Kinbauri Warrants, convertible securities or other rights (other than SRP Rights) that are exercisable or exchangeable for or convertible into Shares, as previously amended by the notice of extension dated June 30, 2009 (the “**First Notice of Extension**”) and the notice of extension dated July 13, 2009 (the “**Second Notice of Extension**”), by (i) increasing the price offered per Share to \$0.75 in cash (the “**Offer Price**”); (ii) extending the period during which the Offer is open for acceptance to 11:59 p.m. (Vancouver time) on July 31, 2009, unless further extended or withdrawn; and (iii) waiving the condition requiring the lawful termination of the definitive subscription agreement dated as of May 12, 2009 between Kinbauri and Glen Eagle Resources Inc. and all related agreements and transactions (collectively, the “**Glen Eagle Transaction**”) without any breach or the incurrance of any penalty or consequential fee or cost by Kinbauri.

**THE OFFER HAS BEEN AMENDED TO INCREASE THE PRICE OFFERED TO \$0.75 PER SHARE.**

**LOCK-UP AGREEMENTS HAVE BEEN SIGNED WITH SHAREHOLDERS WHO COLLECTIVELY HOLD 14,016,850 SHARES, REPRESENTING APPROXIMATELY 23.6% OF KINBAURI'S OUTSTANDING SHARES.**

**THE OFFER HAS BEEN EXTENDED AND WILL NOW BE OPEN FOR ACCEPTANCE UNTIL 11:59 P.M. (VANCOUVER TIME) ON JULY 31, 2009, UNLESS FURTHER EXTENDED OR WITHDRAWN.**

This Notice of Change and Variation should be read in conjunction with the Original Offer, the accompanying circular dated May 25, 2009 (the “**Original Circular**”), the Letter of Acceptance and Transmittal, the Notice of Guaranteed Delivery (collectively, the “**Original Offer Documents**”), the First Notice of Extension and the Second Notice of Extension (together with the First Notice of Extension, the “**Previous Amendments**”). Except as otherwise set forth in this Notice of Change and Variation, the terms and conditions previously set forth in the Original Offer Documents, as amended by the Previous Amendments, continue to be applicable in all respects. Herein the terms “**Offer to Purchase**” or “**Offer**” mean the Original Offer, as amended by the Previous Amendments and this Notice of Change and Variation, the term “**Circular**” means the Original Circular, as amended by the Previous Amendments and this Notice of Change and Variation, the term “**Amended Offer**” means the Original Offer, as amended by the Previous Amendments and the term “**Amended Circular**” means the Original Circular, as amended by the Previous Amendments. Capitalised terms used but not defined herein shall have the meanings ascribed thereto in the Amended Offer and Amended Circular.

The reasons why Kinbauri shareholders should accept the Offer include:

- The Offer provides Shareholders with the certainty of cash, unlike the proposed transaction with ATW Gold Corp (“**ATW**”), which would provide Shareholders with common shares of an under-capitalized junior gold company;
- The Offer Price represents a premium of approximately 90% to the \$0.395 closing price of the Shares on the TSX Venture Exchange on May 8, 2009, the last trading day prior to the announcement on May 11, 2009 of the Offeror’s intention to make the Original Offer;
- The Offer Price represents a premium of approximately 8.7% to the \$0.690 closing price of the Shares on the TSX Venture Exchange at the close of business on July 20, 2009, the last trading day prior to Orvana’s announcement of the increased Offer Price;
- Shareholders holding approximately 23.6% of Kinbauri’s outstanding shares have signed lock-up agreements in support of the Offer;
- The Offer will expire on July 31, 2009, unless further extended or withdrawn, and cash payment for Shares tendered will be made within 10 days following the expiry of the Offer;
- The completion of Kinbauri’s proposed transaction with ATW is uncertain and the ability of the combined company to advance any of its projects remains subject to significant uncertainties and risks;
- The proposed transaction with ATW is highly conditional and is subject to, among other things:
  - due diligence investigations;
  - ATW obtaining pre-construction equity financing;
  - the negotiation of definitive documentation; and
  - approval by shareholders of both Kinbauri and ATW at meetings to be held on or before September 25, 2009;
- The transaction with ATW would create a junior gold company with minimal cash and the need for immediate financing in order to advance Kinbauri’s El Valle project and the proposed combined company’s other projects. Kinbauri has indicated its concern that ATW may be unable to adequately finance their projects by providing that Kinbauri can terminate their agreement if ATW is unable to obtain \$15 million in equity financing prior to the closing of their transaction; and
- According to the information provided by Kinbauri and ATW on their conference call held on July 14, 2009, the two companies have less than \$6 million in cash, while development of the El Valle mine was estimated to require approximately €51 million (approximately \$80 million). Further development of this project or ATW’s Gullewa Mine will require that the parties obtain significant additional financing.

**Shareholders who have already validly deposited and not withdrawn their Shares need take no further action to accept the Offer.** Shareholders who wish to accept the Offer must properly complete and duly execute the Letter of Acceptance and Transmittal (printed on **green** paper) that accompanied the Original Offer and Original Circular, or a facsimile copy thereof, in accordance with the instructions set forth therein and deposit it, together with the certificates representing the Shares being deposited and all other documents required by the Letter of Acceptance and Transmittal, at the office of the Depositary specified in the Letter of Acceptance and Transmittal at or prior to the Expiry Time. Alternatively, Shareholders may (a) accept the Offer by following the procedures for book-entry transfer of Shares described under Section 3 of the Offer to Purchase, “Manner of Acceptance — Acceptance by Book-Entry Transfer” or (b) accept the Offer (i) where the certificates representing the Shares are not immediately available, (ii) if the certificates and all of the required documents cannot be provided to the Depositary at or prior to the Expiry Time, or (iii) if the procedures for book-entry transfer cannot be complied with at or prior to the Expiry Time, by following the procedures for guaranteed delivery described under Section 3 of the Offer to Purchase, “Manner of Acceptance — Procedure for Guaranteed Delivery” using the Notice of Guaranteed Delivery (printed on **yellow** paper) that accompanied the Original Offer and Original Circular or a facsimile copy thereof.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Shares directly with the Depositary.

Cash payable to a Shareholder in connection with the Offer will be paid in Canadian dollars.

**Shareholders whose Shares are registered in the name of a stockbroker, investment dealer, bank, trust company or other nominee should immediately contact that nominee for assistance if they wish to accept the Offer in order to take the necessary steps to be able to deposit their Shares under the Offer.**

**The Original Offer Documents, the Previous Amendments and this Notice of Change and Variation do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made to, nor will deposits be accepted from, or on behalf of, Shareholders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the laws of such jurisdiction. However, the Offeror or its agents may, in the sole discretion of the Offeror, take such action as the Offeror may deem necessary to extend the Offer to Shareholders in any such jurisdiction.**

**Shareholders should not construe the contents of the Original Offer Documents, the Previous Amendments or this Notice of Change and Variation as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection therewith.**

**Shareholders should be aware that during the currency of the Offer, the Offeror or any of its affiliates may, directly or indirectly, bid for and make purchases of Shares or related securities of Kinbauri as permitted by applicable law. See Section 13 of the Offer to Purchase, “Market Purchases”.**

**THE OFFER HAS NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY, NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF THE OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THE ORIGINAL OFFER DOCUMENTS, THE PREVIOUS AMENDMENTS OR THIS NOTICE OF CHANGE AND VARIATION. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.**

Questions regarding the Offer and requests for assistance in depositing Shares under the Offer may be directed to the Depositary and Information Agent at its address and telephone numbers set forth on the last page of this Notice of Change and Variation. Additional copies of the Original Offer Documents, the Previous Amendments and this Notice of Change and Variation may be obtained without charge on request from the Depositary and Information Agent. Additionally, copies of these documents may also be found free of charge under Kinbauri’s profile on [www.sedar.com](http://www.sedar.com).

## **IMPORTANT NOTICE TO SHAREHOLDERS IN THE UNITED STATES**

The Offer is being made for the securities of a Canadian issuer and the Offer is subject to disclosure requirements in Canada. Shareholders should be aware that such disclosure requirements are different from those in the United States.

Shareholders in the United States should be aware that the disposition of Shares by them pursuant to the Offer may have tax consequences both in the United States and Canada. Such consequences are not fully described herein or in the Offer to Purchase and Circular and neither this Notice of Change and Variation nor the Offer to Purchase and Circular addresses any United States federal income tax consequences of the Offer to Shareholders in the United States. Shareholders in the United States are urged to consult their own tax advisors with respect to their particular circumstances and the tax considerations applicable to them. See Section 17 of the Circular, “Certain Canadian Federal Income Tax Considerations”.

Shareholders should be aware that, during the currency of the Offer, the Offeror or its affiliates may, directly or indirectly, purchase Shares or other securities of Kinbauri as permitted by applicable Law.

The enforcement by Shareholders of civil liabilities under applicable United States federal and state securities laws may be affected adversely by the fact: (a) Orvana is a corporation formed under the Laws of Ontario; (b) the Offeror is a corporation formed under the Laws of Canada; (c) Kinbauri is a corporation formed under the Laws of Canada; (d) some or all of Orvana’s, the Offeror’s and Kinbauri’s respective officers and directors may reside outside the United States; and (e) all or a substantial portion of the assets of Orvana, the Offeror and Kinbauri and of said persons may be located outside the United States. It may be difficult to compel a foreign person to subject themselves to the judgment of a United States court.

## **NOTICE TO HOLDERS OF KINBAURI OPTIONS, KINBAURI WARRANTS AND OTHER CONVERTIBLE SECURITIES**

The Offer is made only for Shares (including associated SRP Rights) and is not made for any Kinbauri Options, Kinbauri Warrants, convertible securities or other rights (other than SRP Rights) to acquire Shares. Any holder of Kinbauri Options, Kinbauri Warrants, convertible securities or other rights (other than SRP Rights) to acquire Shares who wishes to accept the Offer in respect of the Shares issuable upon exercise, exchange or conversion thereof should, to the extent permitted by the terms of such Kinbauri Options, Kinbauri Warrants, convertible securities or other rights to acquire Shares and applicable Law, fully exercise, exchange or convert such Kinbauri Options, Kinbauri Warrants, convertible securities or other rights to acquire Shares in order to obtain certificates representing Shares that may be deposited in accordance with the terms of the Offer. Any such exercise, exchange or conversion must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Kinbauri Options, Kinbauri Warrants, convertible securities or other rights to acquire Shares will have certificates representing the Shares received on such exercise, exchange or conversion available for deposit before the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, “Manner of Acceptance — Procedure for Guaranteed Delivery”. See Section 5 of the Circular, “Treatment of Kinbauri Options, Kinbauri Warrants and Other Convertible Securities”.

## **CANADIAN CURRENCY**

In this Notice of Change and Variation, unless otherwise specified, all references to “dollars” or “\$” are to Canadian dollars.

## **FORWARD-LOOKING STATEMENTS**

Certain statements contained in this Notice of Change and Variation are “forward-looking statements” and are prospective. Often, but not always, forward-looking statements may be identified by their use of forward-looking terminology such as the words “plans”, “forecasts”, “expects” or “does not expect”, “expected”, “projects”, “believes” or “does not believe”, “anticipates” or “does not anticipate”, “intends” or “does not intend”, “estimates”, “scheduled” or other similar words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might” or “will” be taken, occur or be achieved. Forward-looking statements are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks, uncertainties and other factors that could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. Such forward-looking statements are subject to known and unknown risks, uncertainties and other factors which could cause actual results, performance or achievements of Orvana, the Offeror or Kinbauri to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements in this document are based on the Offeror’s and Orvana’s beliefs and opinions at the time the statements are made, and there should be no expectation that these

forward-looking statements will be updated, revised or supplemented as a result of changing circumstances or otherwise, and the Offeror and Orvana disavow and disclaim any obligation to do so.

#### **NOTICE REGARDING INFORMATION**

Unless otherwise indicated, the information concerning Kinbauri and ATW contained in this Notice of Change and Variation has been taken from or based entirely upon publicly available documents and records on file with the Securities Regulatory Authorities and other public sources at the time of the Offer and has not been independently verified by the Offeror or Orvana. Although the Offeror and Orvana have no knowledge that would indicate that any of the statements contained in this Notice of Change and Variation and taken from or based on such public documents, records and sources are untrue or incomplete, the Offeror and Orvana assume no responsibility for the accuracy or completeness of such information, or for any failure by Kinbauri or ATW to disclose publicly facts, events or acts that may have occurred or come into existence or that may affect the significance or accuracy of any such information and that are unknown to the Offeror and Orvana. Unless otherwise indicated, information concerning Kinbauri and ATW is given as at July 20, 2009.

**No stockbroker, investment dealer or other person (including the Dealer Manager and the Depositary and Information Agent) has been authorized to give any information or make any representations in connection with the Offer and related transactions described in the Original Offer Documents, the Previous Amendments or this Notice of Change and Variation, other than those contained in the Original Offer Documents, the Previous Amendments and this Notice of Change and Variation, and if any such information is given or made it must not be relied upon as having been authorized by the Offeror or Orvana.**

## NOTICE OF EXTENSION

July 21, 2009

### TO: THE HOLDERS OF SHARES OF KINBAURI

By notice to the Depositary on the date hereof, the Offeror has extended and varied its offer to purchase all of the issued and outstanding Shares, other than Shares beneficially owned by the Offeror or any of its affiliates (if any), by (i) increasing the price offered per Share to \$0.75 in cash; (ii) extending the period during which the Offer is open for acceptance to 11:59 p.m. (Vancouver time) on July 31, 2009, unless further extended or withdrawn; and (iii) waiving the condition requiring the lawful termination of the Glen Eagle Transaction without any breach or the incurrence of any penalty or consequential fee or cost by Kinbauri.

Except as otherwise set forth in this Notice of Change and Variation, the terms and conditions previously set forth in the Original Offer Documents, as amended by the Previous Amendments, continue to be applicable in all respects and this Notice of Change and Variation should be read in conjunction with the Original Offer Documents and the Previous Amendments. The terms “**Offer to Purchase**” or “**Offer**” mean the Original Offer, as amended by the Previous Amendments and this Notice of Change and Variation.

The Offeror believes that the revised the Offer Price represents full and fair value for the Shares and recommends that Shareholders accept the Offer for the following reasons:

- The Offer provides Shareholders with the certainty of cash, unlike the proposed transaction with ATW Gold Corp (“ATW”), which would provide Shareholders with common shares of an under-capitalized junior gold company;
- The Offer Price represents a premium of approximately 90% to the \$0.395 closing price of the Shares on the TSX Venture Exchange on May 8, 2009, the last trading day prior to the announcement on May 11, 2009 of the Offeror’s intention to make the Original Offer;
- The Offer Price represents a premium of approximately 8.7% to the \$0.690 closing price of the Shares on the TSX Venture Exchange at the close of business on July 20, 2009, the last trading day prior to Orvana’s announcement of the increased Offer Price;
- Shareholders holding approximately 23.6% of Kinbauri’s outstanding shares have signed lock-up agreements in support of the Offer;
- The Offer will expire on July 31, 2009, unless further extended or withdrawn, and cash payment for Shares tendered will be made within 10 days following the expiry of the Offer;
- The completion of Kinbauri’s proposed transaction with ATW is uncertain and the ability of the combined company to advance any of its projects remains subject to significant uncertainties and risks;
- The proposed transaction with ATW is highly conditional and is subject to, among other things:
  - due diligence investigations;
  - ATW obtaining pre-construction equity financing;
  - the negotiation of definitive documentation; and
  - approval by shareholders of both Kinbauri and ATW at meetings to be held on or before September 25, 2009;
- The transaction with ATW would create a junior gold company with minimal cash and the need for immediate financing in order to advance Kinbauri’s El Valle project and the proposed combined company’s other projects. Kinbauri has indicated its concern that ATW may be unable to adequately finance their projects by providing that Kinbauri can terminate their agreement if ATW is unable to obtain \$15 million in equity financing prior to the closing of their transaction; and

- According to the information provided by Kinbauri and ATW on their conference call held on July 14, 2009, the two companies have less than \$6 million in cash, while development of the El Valle mine was estimated to require approximately €51 million (approximately \$80 million). Further development of this project or ATW's Gullewa Mine will require that the parties obtain significant additional financing.

#### **1. Increase in the Price Offered per Share Tendered to the Offer**

By notice to the Depositary on the date hereof, the Offeror varied the Amended Offer to increase the price offered per Share tendered to the Offer from \$0.55 per Share to \$0.75 per Share. **Shareholders who tender their Shares to the Offer will receive the increased price, including those Shareholders who have already validly tendered their Shares to the Offer and not withdrawn such tender. Shareholders who have already tendered their Shares to the Offer do not need to do anything further to receive the increased price offered per Share.**

#### **2. Extension of the Offer**

By notice to the Depositary on the date hereof, the Offeror varied the Amended Offer to extend the expiry of the period during which the Offer is open for acceptance from 11:59 p.m. (Vancouver time) on July 24, 2009 to 11:59 p.m. (Vancouver time) on July 31, 2009, unless the Offeror further extends the period during which the Offer is open for acceptance pursuant to Section 5 of the Offer to Purchase, "Extension, Variation or Change in the Offer" or the Offeror withdraws the Offer. Accordingly, the definition of "Expiry Time" in the Amended Offer and Amended Circular is amended to read in full as follows:

"**Expiry Time**" means 11:59 p.m. (Vancouver time) on July 31, 2009, or any subsequent time and date set out in any notice of the Offeror as provided in Section 5 of the Offer to Purchase, "Extension, Variation or Change in the Offer".

#### **3. Waiver of the Condition Relating to the Glen Eagle Transaction**

By notice to the Depositary on the date hereof, the Offeror waived the condition found in Section 4(b) of the Offer to Purchase, "Conditions of the Offer", requiring the lawful termination of the Glen Eagle Transaction without any breach or the incurrance of any penalty or consequential fee or cost by Kinbauri.

#### **4. Recent Developments**

The following is a description of recent developments with respect to the Offer:

On July 13, 2009, the Offeror gave notice to the Depositary that it was extending the time for acceptance of the Original Offer, as amended by the First Notice of Extension, to 11:59 p.m. (Vancouver time) on July 24, 2009 and filed the Second Notice of Extension on SEDAR. The Second Notice of Extension was subsequently mailed to all security holders of Kinbauri.

On July 14, 2009, Kinbauri announced that it had signed a binding letter agreement dated July 12, 2009 with ATW to combine the two companies at the agreed exchange ratio of 1.35 ATW shares per Kinbauri share.

On July 20, 2009, Orvana entered into lock-up agreements with Jaguar Financial Corporation (6,120,000 Shares), MMCAP International Inc. SPC (1,362,050 Shares), Sprott Asset Management LP (1,220,000 Shares), Parkwood Limited Partnership Fund (568,000 Shares) and EAM Inc. (353,000 Shares), as well as a new lock-up agreement with Dynamic Precious Metals Fund ("**Dynamic**") (4,393,800 Shares) (collectively, the "**Shareholder Lock-Up Agreements**"), locking up a total of 14,016,850 Shares, representing approximately 23.6% of Kinbauri's outstanding Shares. The terms of the Shareholder Lock-Up Agreements are summarized below in Section 5 of this Notice of Change and Variation, "Shareholder Lock-Up Agreements".

#### **5. Shareholder Lock-Up Agreements**

To reflect that Orvana entered into the Shareholder Lock-Up Agreements with Jaguar Financial Corporation, MMCAP International Inc. SPC, Sprott Asset Management LP, Parkwood Limited Partnership Fund, EAM Inc. and Dynamic, Section 10 of the Amended Circular, "Lock-Up Agreement" is removed in its entirety and replaced with the following:

*The following is only a summary of the material provisions of the Shareholder Lock-Up Agreements and does not purport to be complete and is qualified in its entirety by reference to the Shareholder Lock-Up Agreements, which will be filed with the Securities Regulatory Authorities and be publicly available under Kinbauri's profile on the SEDAR website.*

Pursuant to the Shareholder Lock-Up Agreements, Shareholders have agreed to tender to the Offer an aggregate of 14,016,850 Shares, representing 23.6% of the issued and outstanding Shares, as well as any Shares which they acquire or over which they come to exercise control or direction subsequent to the date of the Shareholder Lock-Up Agreements (collectively, the “**Locked-Up Shares**”), and not to withdraw such Locked-Up Shares from the Offer unless the Shareholder Lock-Up Agreements are terminated in accordance with their terms. The Shareholders who have signed such agreements have provided certain covenants in favour of Orvana. In particular, such Shareholders have agreed that during the term of the Offer, provided that Orvana has complied with the terms of the Shareholder Lock-Up Agreements, they will not (a) solicit, initiate, encourage or assist any inquiry, proposal or offer from any person or group of persons which relates to, constitutes, or may reasonably be expected to lead to, in a single transaction or a series of related transactions, an Acquisition Proposal (as defined below); (b) enter into or participate in or continue any discussions or negotiations regarding, agree to, endorse or recommend, or enter into or propose to enter into any agreement, arrangement or understanding in relation to, an Acquisition Proposal; (c) make any public comment or statement, written or oral, which is inconsistent with their agreement to support the Offer; (d) sell, assign, transfer, alienate, gift, pledge, option, hedge or enter into any derivative transactions in respect of, or otherwise dispose of or encumber, (or agree to do any of the foregoing) any securities of Kinbauri, including, without limitation, any Shares, beneficially owned by them or over which they exercise control or direction, except pursuant to the Offer and except for transfers to their respective affiliates, provided any such affiliate executes an agreement on substantially the same terms as the Shareholder Lock-Up Agreements or agrees to be bound by the provisions of the Shareholder Lock-Up Agreements; (e) grant or agree to grant to any person other than Orvana any proxy or other right to vote their Locked-Up Shares or enter into any voting trust, vote pooling or other agreement with respect to the right to vote their Locked-Up Shares, call meetings of holders of Shares or give consents or approvals of any kind as to their Locked-Up Shares; or (f) take any action that is inconsistent with the performance be them of their respective obligations under the Shareholder Lock-Up Agreements, including, without limitation, not doing indirectly anything which they are not permitted to do directly under the terms of the Shareholder Lock-Up Agreements.

For the purposes of the Shareholder Lock-Up Agreements, a “**Superior Bid**” is any unsolicited *bona fide* written offer for the Locked-Up Shares, any offer concerning any sale of Kinbauri or any of its material subsidiaries or any of their properties that are material to Kinbauri or all or substantially all of Kinbauri's assets, or any amalgamation, arrangement, merger, business combination, take-over bid, tender or exchange offer, variation of a take-over bid, tender or exchange offer or similar transaction involving Kinbauri which competes or interferes, by delay or otherwise, with the Offer (an “**Acquisition Proposal**”) made to the Kinbauri Board or directly to the Shareholders (a) that is made after the date of the Shareholder Lock-Up Agreements; and (b) that is, in the view of the locked-up Shareholders, acting reasonably, more favourable to such Shareholders, from a financial point of view, than the consideration per Share payable pursuant to the Offer.

The Shareholder Lock-Up Agreements may be terminated by locked-up Shareholders if: (a) Orvana has not complied in any material respect with its covenants contained in the Shareholder Lock-Up Agreements or if any representation or warranty of Orvana under the Shareholder Lock-Up Agreements is untrue or incorrect in any material respect; (b) Orvana has not amended the Offer as contemplated in this Notice of Change and Variation within the time period provided for in the Shareholder Lock-Up Agreements; (c) the terms of the Offer do not conform in all material respects with the description of the Offer contained in the Shareholder Lock-Up Agreements; (d) Orvana has not taken up and paid for all of the Shares deposited under the Offer in accordance with applicable Canadian provincial securities laws on or before August 18, 2009; or (e) the locked-up Shareholder provides Orvana with notice in writing that there is a Superior Bid, together with documentation detailing the Superior Bid, at least three business days (as defined in the Shareholder Lock-Up Agreements) prior to the date on which such Shareholder proposes to accept or enter into any agreement relating to such Superior Bid and three business days shall have elapsed from the date Orvana received such notice and, if the Orvana has proposed to amend the terms of the Offer in accordance with the terms of the Shareholder Lock-Up Agreements, the locked-up Shareholder shall have determined, acting reasonably, that the Acquisition Proposal is a Superior Bid compared to the Offer as proposed to be amended by Orvana.

## **6. Time for Acceptance**

The Offer is now open for acceptance until 11:59 p.m. (Vancouver time) on July 31, 2009, unless further extended or withdrawn. See Section 5 of the Offer to Purchase, "Extension, Variation or Change in the Offer".

## **7. Manner of Acceptance**

Shares may be deposited under the Offer in accordance with the provisions of Section 3 of the Offer to Purchase, "Manner of Acceptance".

## **8. Take-Up of and Payment for Deposited Shares**

Upon the terms and subject to the conditions of the Offer, the Offeror will take up and pay for Shares validly deposited to the Offer and not withdrawn as set out in Section 6 of the Offer to Purchase, "Take-Up of and Payment for Deposited Shares".

## **9. Right to Withdraw Deposited Shares**

Shareholders have a right to withdraw Shares deposited under the Offer in the circumstances and in the manner set out in Section 7 of the Offer to Purchase, "Right to Withdraw Deposited Shares".

## **10. Consequential Amendments to the Original Offer Documents and Previous Amendments**

The Original Offer Documents and Previous Amendments are amended to the extent necessary to reflect the information contained in this Notice of Change and Variation. In particular, and without limiting the foregoing, the references to the "Lock-Up Agreement" in Section 9 of the Amended Circular, "Agreements, Commitments or Understandings", and Section 14 of the Amended Circular, "Commitments to Acquire Securities of Kinbauri" are replaced by references to the "Shareholder Lock-Up Agreements".

## **11. Offerees' Statutory Rights**

Securities legislation of the provinces and territories of Canada provides security holders of Kinbauri with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages if there is a misrepresentation in a circular or notice that is required to be delivered to those security holders. However, such rights must be exercised within prescribed time limits. Security holders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer. Such rights may in certain cases need to be exercised through CDS or DTC on behalf of a security holder. Accordingly, security holders should contact their broker or other nominee for assistance as required.

## **12. Directors' Approval**

The contents of this Notice of Change and Variation have been approved and the sending, communication or delivery thereof to the Shareholders has been authorized by the board of directors of the Offeror and Orvana.

**APPROVAL AND CERTIFICATE OF THE OFFEROR**

The contents of this Notice of Change and Variation have been approved, and the sending, communication or delivery thereof to the Shareholders has been authorized by, the board of directors of Orvana Minerals Acquisition Corp. The foregoing, together with the Original Offer Documents and the Previous Amendments, contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

**DATED:** July 21, 2009

**ORVANA MINERALS ACQUISITION CORP.**

By: (Signed) "Carlos Mirabal"  
Chief Executive Officer

By: (Signed) "Malcolm King"  
Chief Financial Officer

On behalf of the Board of Directors of Orvana Minerals Acquisition Corp.

By: (Signed) "C. Kent Jespersen"

By: (Signed) "Dr. Peter Bradshaw"

**APPROVAL AND CERTIFICATE OF ORVANA**

The contents of this Notice of Change and Variation have been approved, and the sending, communication or delivery thereof to the Shareholders has been authorized by, the board of directors of Orvana Minerals Corp. The foregoing, together with the Original Offer Documents and the Previous Amendments, contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

**DATED:** July 21, 2009

**ORVANA MINERALS CORP.**

By: (Signed) "Carlos Mirabal"  
Chief Executive Officer

By: (Signed) "Malcolm King"  
Chief Financial Officer

On behalf of the Board of Directors of Orvana Minerals Corp.

By: (Signed) "C. Kent Jespersen"

By: (Signed) "Dr. Peter Bradshaw"

**The Depositary and Information Agent for the Offer is:**



**By Mail**

The Exchange Tower  
130 King Street West, Suite 2950  
P.O. Box 361  
Toronto, Ontario  
M5X 1E2

**By Registered Mail, by Hand or  
by Courier**

The Exchange Tower  
130 King Street West, Suite 2950  
Toronto, Ontario  
M5X 1E2

**North American Toll Free Phone:**

**1-800-749-9052**

E-mail: [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com)

Facsimile: 416-867-2271

Toll Free Facsimile: 1-866-545-5580

Outside North America, Banks and Brokers Call Collect: 416-867-2272

**Any questions regarding the Offer and requests for assistance in depositing Shares or for additional copies of the Original Offer, Original Circular, Letter of Acceptance and Transmittal, Notice of Guaranteed Delivery, First Notice of Extension, the Second Notice of Extension or this Notice of Change and Variation may be directed by Shareholders to the Depositary and Information Agent at the telephone numbers and address set out above. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance.**