

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**

To Company Name/Scheme	RESOURCE MINING CORPORATION LIMITED
ACN/ARSN	008 045 083

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

Name	RESOURCE MINING CORPORATION LIMITED
ACN/ARSN (if applicable)	008 045 083

The holder became a substantial holder on 11/02/2021**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORD	29,626,735	29,626,735	9.09%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
RESOURCE MINING CORPORATION LIMITED	The relevant interest arises from restrictions on the disposal of shares under voluntary escrow arrangements (annexure A) However Resource Mining Corporation Limited has no right to acquire the shares or to control voting rights attaching to those shares.	29,626,735 Ordinary Shares

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
RESOURCE MINING CORPORATION LIMITED	Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Kabunga Holdings Pty Ltd <Kabunga Family A/C>	22,220,053 ORD
RESOURCE MINING CORPORATION LIMITED	Hashimu Musedem Millanga	Hashimu Musedem Millanga	3,703,341 ORD
RESOURCE MINING CORPORATION LIMITED	Manyama Maotora Makweba	Manyama Maotora Makweba	3,703,341 ORD

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the

substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
<b>RESOURCE MINING CORPORATION LIMITED</b>	<b>11/02/2021</b>	<b>N/A</b>	<b>N/A</b>	<b>29,626,735 ORD</b>

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

## 7. Addresses

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

Name	Address
<b>RESOURCE MINING CORPORATION LIMITED</b>	<b>PO BOX 1404, KALAMUNDA WA 6926</b>

## Signature

print name **AMANDA SPARKS**

capacity **COMPANY SECRETARY**

sign here



date **12/02/2021**

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
  - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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**Annexure A – Notice of initial substantial holder Form 603 Corporations Act 2001 671B**

Resource Mining Corporation Limited ACN 008 045 083

This is Annexure A of 7 pages referred to in Form 603 Notice of Initial Substantial Holder, being a copy of the Voluntary Escrow Deed dated 10 February 2021.

A handwritten signature in black ink, appearing to read 'Amanda Sparks', written in a cursive style.

Amanda Sparks

Company Secretary

12/02/2021

**RESOURCE MINING CORPORATION LIMITED**  
**ACN 008 045 083**  
**(Company)**

**and**

**KABUNGA HOLDINGS PTY LTD**  
**ACN 166 309 039**  
**(Holder)**

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**RESTRICTION DEED**

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THIS DEED is made the 10 day of February 2021

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## BETWEEN

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**RESOURCE MINING CORPORATION LIMITED** (ACN 008 045 083) of Suite 14, Level 2, 210 Bagot Road, Subiaco, Western Australia 6008 (**Company**);

AND

**KABUNGA HOLDINGS PTY LTD** (ACN 166 309 039) of Unit 19E, 16 Kings Park Avenue, Crawley, Western Australia 6009 (**Holder**);

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## RECITALS

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- A. The Holder has or will be issued the Restricted Securities pursuant to the Share Sale Deed.
- B. The Holder has agreed that the Restricted Securities will be restricted from trading in accordance with the terms of this Deed.

**IT IS AGREED as follows:**

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### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Deed:

**ASX** means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange (as the context requires).

**Company** means Resource Mining Corporation Limited (ACN 088 045 083).

**Business day** means those days other than a Saturday, Sunday, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day and any other day which the ASX shall declare and publish is not a business day.

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

**Deed** means the restriction deed constituted by this document.

**Escrow Period** means the period commencing on the date of issue of the Restricted Securities until the release of the Holding Lock for a period of six (6) months following the date of issue of the Consideration Shares as defined and issued under the share sale deed.

**Holding Lock** has the meaning given to that term in the ASX Settlement Operating Rules, as amended from time to time.

**Party** means a party to this Deed.

**Restricted Securities** means the Shares set out in the Schedule.

**Share Sale Deed** means the share sale deed between the Company and the Holder dated 8 February 2021.

**Security Interest** means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

**Share** means a fully paid ordinary in the capital of Company.

**Share Registry** means the Company's appointed share registry.

## **1.2 Interpretation**

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the listing rules of ASX, and not in this Deed, have the meanings given to them in the listing rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

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## **2. ISSUE OF SHARES**

Pursuant to the terms of the Share Sale Deed, the Parties have agreed that the Holder will be issued the Restricted Securities on or about the date of completion of the Share Sale Agreement.

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## **3. ESCROW RESTRICTIONS**

### **3.1 Restrictions - Holder**

During the Escrow Period the Holder will not do any of the following:

- (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any Security Interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

The Parties acknowledge that, during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

### **3.2 Exceptions to the Escrow**

- (a) The Holder may during the Escrow Period:
  - (i) indicate that it will accept an offer to buy or transfer;
  - (ii) agree to transfer or sell; and
  - (iii) transfer or sell,

any Restricted Securities to a bidder pursuant to a takeover offer under Chapter 6 of the Corporations Act where holders of at least 50% of the ordinary shares in the capital of the Company (excluding the Restricted Securities) have accepted the takeover offer and the takeover offer has become unconditional.

- (b) The Restricted Securities may be cancelled during the Escrow Period by Company or transferred as part of a scheme of arrangement under Part 5.1 of the Corporations Act.

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## **4. HOLDING LOCK**

### **4.1 Acknowledgement**

The Parties acknowledge and agree that during the Escrow Period and subject to clause 3.2 of this Deed:

- (a) the Restricted Securities will be kept on the issuer sub-register and will be subject to a Holding Lock; and
- (b) Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
  - (i) requesting the Share Registry to apply the Holding Lock; or
  - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

### **4.2 Notification**

If Company requests ASX Settlement to apply a Holding Lock in respect of the Restricted Securities or refuses to register a transfer of the Restricted Securities in accordance with clause 4.1, the Company must inform the Holder in writing of such request or refusal and the reason(s) for it within 5 Business Days of the request or refusal.

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## **5. WARRANTIES**

The Holder warrants to Company that:

- (a) it has full power and legal capacity to enter into and to perform this Deed and obtained all necessary consents to enable it to do so; and
- (b) prior to the Escrow Period, it has not done, or omitted to do, any act which would breach clause 3.1 if done or omitted during the Escrow Period.

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## **6. CONSEQUENCES OF BREACHING THIS DEED**

- (a) If it appears to Company that the Holder may breach this Deed, Company may take the all steps necessary to prevent the breach or to enforce this Deed.
- (b) If the Holder breaches this Deed, each of the following applies:
  - (i) Company must take the steps necessary to enforce the agreement, or to rectify the breach;



- (ii) Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the restricted securities. This is in addition to other rights and remedies of Company; and
- (iii) the holder of the restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

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## 7. VARIATION

No modification or alteration of the terms of this Deed shall be binding unless made in writing dated subsequent to the date of this Deed and duly executed by the Parties.

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## 8. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

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## 9. COUNTERPARTS

This Deed may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered will be an original, but all of which will together constitute one and the same instrument.

**EXECUTED** by the Parties as a deed.

**EXECUTED AS A DEED** by **RESOURCE** )  
**MINING CORPORATION LIMITED (ACN** )  
**008 045 083)** )  
in accordance with section 127 of the )  
*Corporations Act 2001 (Cth):*



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Signature of director

William Mackenzie

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Name of director



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Signature of director/~~Company~~  
~~secretary~~\*

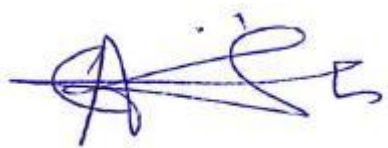
Warwick Davies

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Name of director/~~Company~~ ~~secretary~~\*

**EXECUTED AS A DEED** by **KABUNGA** )  
**HOLDINGS PTY LTD (ACN 166 309 039)** )

in accordance with section 127 of the )  
Corporations Act 2001 (Cth): )



\_\_\_\_\_  
Signature of sole director

Asimwe Kabunga  
\_\_\_\_\_  
Name of sole director

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## SCHEDULE

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<b>Holder</b>	Kabunga Holding Pty Ltd
<b>Holder notice details</b>	Attention: Asimwe Kabunga
<b>Restricted Securities</b>	29,626,735 fully paid ordinary shares in the capital of Resource Mining Corporation Limited (ACN 008 045 083)
<b>Escrow Period</b>	From the date of issue until the Restricted Securities are released for a period of six (6) months following the date of issue of the Consideration Shares as defined and issued under the share sale deed.