

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

**Notice of initial substantial holder**

To Company Name/Scheme Genmin Limited

ACN/ARSN 141 425 292

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

Name Genmin Limited

ACN/ARSN (if applicable) 141 425 292

The holder became a substantial holder on 10/03/2021

**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)
Fully paid ordinary shares	250,160,564	250,160,564	62.45%

**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
Genmin Limited	Restriction on disposal of shares under mandatory escrow arrangements and voluntary escrow arrangements disclosed in Genmin Limited's prospectus dated 9 February 2021, and mandatory escrow arrangements entered into with Foster Stockbroking Nominees Pty Ltd in connection with Genmin Limited's initial public offer, gives Genmin Limited a technical "relevant interest" in its own shares under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). However, Genmin Limited has no right to acquire these shares or to control the voting rights attaching to these shares.	250,160,564 fully paid 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
Genmin Limited	<ul style="list-style-type: none"> <li>• Giuseppe Ariti</li> <li>• Ndovu Capital I B.V.</li> <li>• Foster Stockbroking Nominees Pty Ltd</li> </ul>	<ul style="list-style-type: none"> <li>• Giuseppe Ariti</li> <li>• Ndovu Capital I B.V.</li> <li>• Foster Stockbroking Nominees Pty Ltd</li> </ul>	250,160,564 fully paid ordinary shares

**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	
Genmin Limited	8 March 2021		Non-cash pursuant to mandatory escrow deeds between Genmin Limited and each of the registered holders listed in section 4 and a voluntary escrow deed between Genmin and Ndovu Capital I B.V. as attached in Annexure 'A'	250,160,564 fully paid ordinary shares

**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
N/A	N/A

**7. Addresses**

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

Name	Address
Genmin Limited	Outram Centre, Suite 7, 1297 Hay Street, Perth WA 6000
Giuseppe Ariti	12 Wedge Place, Bentley WA 6102
Ndovu Capital I B.V.	Hoogoorddreef 15, 1101 BA, Amsterdam, Netherlands
Foster Stockbroking Nominees Pty Ltd	Level 25, 52 Martin Place, Sydney NSW 2000

**Signature**

print name Patrick McCole

capacity Company Secretary

sign here

date 10/03/2021

**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, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

GENMIN LIMITED (ACN 141 425 292)

ANNEXURE A

This is Annexure 'A' of 37 pages referred to in Form 603 (Notice of initial substantial holder).

Signed:

A handwritten signature in blue ink, appearing to be 'P. McCole', written over a horizontal line.

Patrick McCole, Company Secretary

Dated: 10 March 2021

# Appendix 9A

## Restriction Deed

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder must not:
  - (a) <sup>+</sup>dispose of, or agree or offer to <sup>+</sup>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,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
  - (a) <sup>+</sup>dispose of, or agree or offer to <sup>+</sup>dispose of, the controller interests;
  - (b) create, or agree or offer to create, any security interest in the controller interests; 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 controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity's <sup>+</sup>issuer sponsored subregister and are to have a <sup>+</sup>holding lock applied for the duration of the escrow period.

#### Warranties

4. If item 3 of the schedule is completed, the holder and each <sup>+</sup>controller warrant that:
  - (a) the holder has the <sup>+</sup>controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
  - (b) there are no other controllers or controller interests; and

- (c) the holder and each \*controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a \*controller of the holder and who is required to execute this deed.
5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:
- (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
- (b) if the holder is not one or more individuals, the holder has no \*controller; and
- (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
6. If item 8 of the schedule is completed, the holder warrants that:
- (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
- (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
- (c) a release of those security interests is attached.
7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
8. If item 9 of the schedule is completed, the holder and each \*controller warrant that:
- (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
- (b) apart from those security interests, the \*controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
- (c) a release of the security interests is attached.
9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each \*controller warrant that the \*controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

### **Consequences of breaching this deed**

11. If the holder or a \*controller breach this deed:
- (a) the holder and each \*controller must take the steps necessary to rectify the breach;
- (b) the entity must take the steps necessary to enforce the agreement;
- (c) the entity must refuse to acknowledge any \*disposal (including, without limitation, to register any transfer) of any of the \*restricted securities in breach of this deed; and
- (d) the holder of the \*restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the \*restricted securities for so long as the breach continues.

### **Amendment**

12. This deed must not be terminated, changed or waived without ASX's written consent.

*GVA*

## Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

## Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

## Definitions and interpretation

In this deed:

**ASX** means ASX Limited.

**controller** has the same meaning as in the listing rules.

**controller interests** means the \*securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the \*restricted securities or the holder of the \*restricted securities, full particulars of which are set out in item 7 of the schedule.

**escrow period** means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

**listing rules** mean the ASX Listing Rules, as in force from time to time.

**restricted securities** means the \*securities set out in item 6 of the schedule and any \*securities attaching to or arising out of those \*securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

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.

## Schedule

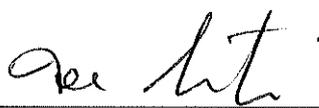
1. Entity's name and address: Genmin Limited (ACN 141 425 292) of Outram Centre, Suite 7, 1297 Hay Street, West Perth WA 6005
2. Holder's name and address: Giuseppe Ariti of 12 Wedge Place, Bentley WA 6102
3. Each \*controllers' name and address: N/A
4. Escrow period start date: The date on which the entity's fully paid ordinary shares are first quoted on the ASX
5. Escrow period end date: 24 months after the date referred to in item 4 of the Schedule
6. Particulars of restricted securities: 11,891,294 fully paid ordinary shares
7. Particulars of controller interests: N/A
8. Particulars of security interests over restricted securities: None
9. Particulars of security interests over controller interests: N/A

Dated: 04 March 2021

**Entity**

Signed sealed and delivered by  
**Genmin Limited**  
by

sign here ▶   
\_\_\_\_\_  
Company Secretary/Director

sign here ▶   
\_\_\_\_\_  
Director

print name Patricia McCole

print name Giuseppe Arisi

**Holder**

Signed sealed and delivered by  
**Giuseppe Ariti**

in the presence of

sign here ▶ *Giuseppe Ariti*

sign here ▶ *Andrea Corbett*  
Witness

print name Giuseppe Ariti

print name Andrea Corbett

# Appendix 9A

## Restriction Deed

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

### Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity’s admission or continued admission to the ASX official list is conditional on the provision of this deed.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder must not:
  - (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,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
  - (a) +dispose of, or agree or offer to +dispose of, the controller interests;
  - (b) create, or agree or offer to create, any security interest in the controller interests; 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 controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity’s +issuer sponsored subregister and are to have a +holding lock applied for the duration of the escrow period.

#### Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:
  - (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
  - (b) there are no other controllers or controller interests; and

- (c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.
- 5. If item 3 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder warrants that:
  - (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
  - (b) if the holder is not one or more individuals, the holder has no +controller; and
  - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
- 6. If item 8 of the schedule is completed, the holder warrants that:
  - (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
  - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
  - (c) a release of those security interests is attached.
- 7. If item 8 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
- 8. If item 9 of the schedule is completed, the holder and each +controller warrant that:
  - (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
  - (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
  - (c) a release of the security interests is attached.
- 9. If item 9 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.
- 10. A breach of any of these warranties is a breach of this deed.

### **Consequences of breaching this deed**

- 11. If the holder or a +controller breach this deed:
  - (a) the holder and each +controller must take the steps necessary to rectify the breach;
  - (b) the entity must take the steps necessary to enforce the agreement;
  - (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and
  - (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

### **Amendment**

- 12. This deed must not be terminated, changed or waived without ASX’s written consent.

## Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

## Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

## Definitions and interpretation

In this deed:

**ASX** means ASX Limited.

**controller** has the same meaning as in the listing rules.

**controller interests** means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

**escrow period** means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

**listing rules** mean the ASX Listing Rules, as in force from time to time.

**restricted securities** means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

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.

## Schedule

1. Entity's name and address: Genmin Limited (ACN 141 425 292) of Outram Centre, Suite 7, 1297 Hay Street, West Perth WA 6005
2. Holder's name and address: Ndovu Capital I B.V. of Hoogoorddreef 15, 101 BA, Amsterdam, Netherlands
3. Each +controllers' name and address:  
  
Tembo Capital Mining Fund LP and Tembo Capital Mining Co-Investment LP, each acting by their general partner, Tembo Capital Mining GP LP, in turn acting by its general partner, Tembo Capital Mining GP Ltd, and Tembo Capital (Guernsey) Ltd, each of Cambridge House, Le Truchot, St Peter Port, Guernsey GY1 4BF.  
  
Tembo Capital UK Ltd of 4<sup>th</sup> Floor, 180 Piccadilly, London, W1J 9ER, England.
4. Escrow period start date: The date on which the entity's fully paid ordinary shares are first quoted on the ASX
5. Escrow period end date: 24 months after the date referred to in item 4 of the Schedule

6. Particulars of restricted securities: 107,035,571 fully paid ordinary shares
7. Particulars of controller interests: All shares in Tembo Capital UK Ltd (which wholly owns the holder) and Tembo Capital (Guernsey) Ltd (which wholly owns Tembo Capital UK Ltd), all partnership interests in Tembo Capital Mining Fund LP and Tembo Capital Mining Co-investment LP (each of which has a 50% interest in Tembo Capital (Guernsey) Ltd)
8. Particulars of security interests over restricted securities: None
9. Particulars of security interests over controller interests: None

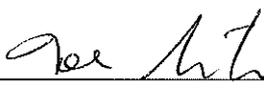
Dated: 04 March 2021

**Entity**

Signed sealed and delivered by  
**Genmin Limited**  
by

sign here ►   
\_\_\_\_\_  
Company Secretary/Director

print name Patrick McCole

sign here ►   
\_\_\_\_\_  
Director

print name Giuseppe Arini

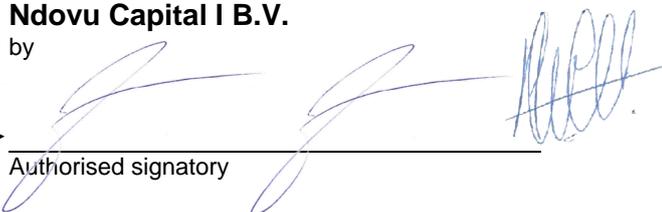
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**Holder**

Signed sealed and delivered by  
**Ndovu Capital I B.V.**

by

sign here ▶

  
\_\_\_\_\_  
Authorised signatory

print name Tom Mahon & IQ EQ Management (Netherlands) B.V.

sign here ▶

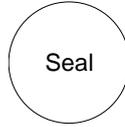
  
\_\_\_\_\_  
Witness

print name Elise M.M. Winkel

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**Controller**

Signed sealed and delivered by  
**Tembo Capital Mining Fund LP,**  
acting by its general partner,  
**Tembo Capital Mining GP LP,**  
acting by its general partner,  
**Tembo Capital Mining GP Ltd**



sign here ►   
Authorised signatory

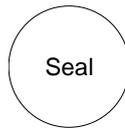
sign here ►   
Witness

print name Andrew Elder

print name Sharon Wrench

**Controller**

Signed sealed and delivered by  
**Tembo Capital Mining Co-**  
**investment LP, acting by its**  
**general partner, Tembo Capital**  
**Mining GP LP, acting by its**  
**general partner, Tembo Capital**  
**Mining GP Ltd**



sign here ►   
Authorised signatory

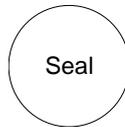
sign here ►   
Witness

print name Andrew Elder

print name Sharon Wrench

**Controller**

Signed sealed and delivered by  
**Tembo Capital (Guernsey) Ltd**  
by



sign here ►   
Authorised signatory

sign here ►   
Witness

print name Andrew Elder

print name Sharon Wrench

**Controller**

Signed sealed and delivered by  
**Tembo Capital UK Ltd**  
by



*sign here* ►



\_\_\_\_\_  
Authorised signatory

*print name* David Street  
\_\_\_\_\_

*sign here* ►



\_\_\_\_\_  
Witness

*print name* Paul Siveyer  
\_\_\_\_\_



HERBERT  
SMITH  
FREEHILLS

# Voluntary Escrow Deed

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The party specified in Item 1 of Schedule 1 (Holder)

Each party specified in Item 3 of Schedule 1  
(Controller)

Genmin Limited



# Contents

## Table of contents

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<b>1</b>	<b>Definitions and interpretation</b>	<b>1</b>
	1.1 Definitions .....	1
	1.2 Interpretation .....	4
	1.3 Compliance with Listing Rules .....	4
<b>2</b>	<b>Escrow</b>	<b>4</b>
	2.1 Holder restrictions during Escrow Period .....	4
	2.2 Controller restrictions during Escrow Period .....	5
	2.3 Escrow restrictions .....	5
	2.4 Exception .....	5
	2.5 Notice .....	6
<b>3</b>	<b>Termination</b>	<b>6</b>
<b>4</b>	<b>Warranties and acknowledgment</b>	<b>6</b>
	4.1 Giving of warranties .....	6
	4.2 Warranties .....	6
	4.3 Acknowledgment .....	7
	4.4 Survival of representations and warranties .....	7
<b>5</b>	<b>Consequences of breaching this deed</b>	<b>8</b>
<b>6</b>	<b>Amendment</b>	<b>8</b>
<b>7</b>	<b>General</b>	<b>8</b>
	7.1 Governing law and jurisdiction .....	8
	7.2 Counterparts .....	9
	7.3 Further assurances .....	9
	7.4 Notices .....	9
	7.5 Time of Essence .....	9
	<b>Schedule 1</b>	<b>10</b>
	<b>Signing page</b>	<b>11</b>



## Voluntary escrow deed

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Date ►

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Between the parties

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Company	<b>Genmin Limited</b> ACN 141 425 292 of Suite 7, Outram Centre, 1297 Hay Street, West Perth WA 6005
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Controller	Each party identified in Item 3 of Schedule 1
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Holder	The party identified in Item 1 of Schedule 1
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Background	1	The Company intends to list on ASX and offer Shares in the Company in the Offer made pursuant to the Prospectus.
	2	Certain Shares and other interests in the Company that the Holder holds or will hold following the Offer will be held by the Holder as Restricted Securities for the Escrow Period on the terms set out in this deed.

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This deed witnesses as follows:



# 1 Definitions and interpretation

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## 1.1 Definitions

The meanings of the terms used in this deed are set out below.

<b>Term</b>	<b>Meaning</b>
<b>Allotment Date</b>	the date Shares are issued pursuant to the Prospectus.
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Business Day</b>	a day on which banks are open for business in Perth, other than a Saturday, Sunday or public holiday in Perth.
<b>Business Hour</b>	9.00 am to 5.00 pm on any Business Day.
<b>Controller</b>	each party specified in Item 3 of Schedule 1.
<b>Controller Interest</b>	in respect of a Controller, the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in Item 3 of Schedule 1.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	in respect of any Restricted Share or Controller Interest, means to directly or indirectly: <ol style="list-style-type: none"><li>1. sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li></ol>

<b>Term</b>	<b>Meaning</b>
	<ol style="list-style-type: none"> <li>2. create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>3. enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest; or</li> <li>4. do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest,</li> </ol> <p>and Deal and Dealt each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period set out in Item 2 of Schedule 1.
<b>Governmental Agency</b>	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
<b>Holder</b>	the party specified in Item 1 of Schedule 1.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
<b>Listing Rules</b>	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed).

<b>Term</b>	<b>Meaning</b>
<b>Offer</b>	the offer of Shares pursuant to the Prospectus.
<b>Offer Price</b>	has the meaning given to that term in the Prospectus.
<b>Prospectus</b>	means the prospectus to be issued by the Company dated on or about 9 February 2021 and lodged with ASIC on that date.
<b>Restricted Securities</b>	has the meaning given to that term in the Listing Rules.
<b>Restricted Shares</b>	<ol style="list-style-type: none"> <li>1. 128,939,581 Shares, being all of the Shares in the Company held by the Holder on the Allotment Date, excluding: <ol style="list-style-type: none"> <li>a. any Shares acquired by the Holder under the Offer (including, for the avoidance of doubt, any Shares acquired under the Tembo Offer as defined in the Prospectus); and</li> <li>b. those Shares which are classified by ASX as Restricted Securities (in relation to which the Holder will enter a separate restriction deed); and</li> </ol> </li> <li>2. any securities in the Company attaching to or arising out of those Shares.</li> </ol>
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"> <li>1. reserved in or over an interest in any securities including, but not limited to, any retention of title;</li> <li>2. created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; and</li> <li>3. any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li> </ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.
<b>Voluntary Escrow Deed</b>	a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.



## 1.2 Interpretation

In this deed (including the recitals) unless the contrary intention appears:

- (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, 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 is joined, binds them individually and any combination of them as a group;
- (e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and
- (f) the schedules form part of this deed.

## 1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## 2 Escrow

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### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.4, the Holder must not Deal in the Restricted Shares during the Escrow Period.



## 2.2 Controller restrictions during Escrow Period

Subject to clause 2.4, each Controller must not Deal in the Controller Interests during the Escrow Period.

## 2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the commencement of trading of the Restricted Shares on the ASX pursuant to the Offer, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock;
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A; and
- (d) if any Shares are classified by ASX as Restricted Securities and the period of escrow that applies to those Restricted Securities in accordance with the Listing Rules expires during the Escrow Period applicable under this deed, those Shares will from that time be treated as Restricted Shares for the duration of the Escrow Period in accordance with this deed.

## 2.4 Exception

During the Escrow Period, the Holder or a Controller may Deal in any of its Restricted Shares or Controller Interests (as relevant) if the Dealing arises solely as a result of:

- (a) the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed nor classified as Restricted Securities, and to which the offers under the bid relate, have accepted the bid; or
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement relating to the Company under Part 5.1 of the Corporations Act;  
provided, in each case, that, if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled; or
- (c) a requirement of applicable law (including an order of a court of competent jurisdiction).



The parties acknowledge and agree that clauses 2.4(a) and 2.4(b) are intended to reflect the terms of Chapter 9 of the Listing Rules as at the date of this deed. The parties agree that if the provisions of the Listing Rules are amended such that they are inconsistent with clauses 2.4(a) and 2.4(b), the parties will vary this deed so that clauses 2.4(a) and 2.4(b) are consistent with the amended Listing Rules.

## 2.5 Notice

If the Holder or a Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full detail.

## 3 Termination

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This deed terminates automatically:

- (a) if the Company is not admitted to the official list of the ASX by 31 March 2021; or
- (b) when the Holding Lock is released in full in respect of all Restricted Shares.

## 4 Warranties and acknowledgment

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### 4.1 Giving of warranties

The Holder and Controllers each give the warranties and representations in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

### 4.2 Warranties

Each of the Holder and the Controllers jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;



- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Controllers;
- (h) the Holder holds the Restricted Shares and the Controllers hold the Controller Interests set out in Item 3 of Schedule 1;
- (i) the Restricted Shares are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company at the Allotment Date (other than any Restricted Securities and any Shares acquired by the Holder under the Offer);
- (j) the Controller Interests set out in Item 3 of Schedule 1 are all the securities, economic interests or other interests in the Holder or the Restricted Shares in which each Controller has an interest;
- (k) if the Holder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (l) if the Holder or Controller is a Trustee:
  - (1) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

### **4.3 Acknowledgment**

Each of the Holder and Controllers acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

### **4.4 Survival of representations and warranties**

The representations and warranties in this clause 4 survive termination of this deed.



## 5 Consequences of breaching this deed

---

- (a) If the Holder or a Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder or a Controller breaches this deed, the Holder and Controllers each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each of the Holder and Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Amendment

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This deed may not be amended without the prior written consent of the parties.

## 7 General

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### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Western Australia, Australia.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.
- (c) Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.



## **7.2 Counterparts**

This deed may be executed in any number of counterparts.

## **7.3 Further assurances**

Each party must do all things and execute all further documents required to give full effect to this deed.

## **7.4 Notices**

A Notice is regarded as given by a party to another party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the address of that other party, unless in the case of a transmission by facsimile:

- (a) the machine from which that Notice is transmitted indicates a malfunction in that transmission;
- (b) that other party gives Notice within the next Business Day, to the first-mentioned party of an incomplete transmission to that other party of the Notice of the first-mentioned party; or
- (c) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.

## **7.5 Time of Essence**

Time is of the essence to this deed.



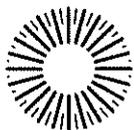
## Schedule 1

### Details

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<b>Item 1</b>	1 Holder	Ndovu Capital I B.V.
	2 Holder address	of Hoogoorddreef 15, 101 BA, Amsterdam, Netherlands  Attention: The Directors  Email: <a href="mailto:ndovuteam@iqeq.com">ndovuteam@iqeq.com</a> (copy to <a href="mailto:Notices@TemboCapital.com">Notices@TemboCapital.com</a> )
<b>Item 2</b>	Escrow Period	the period commencing on the Allotment Date and ending on the date that is 24 months after admission of the Company to the official list of the ASX and quotation of the Company's Shares on the ASX.
<b>Item 3</b>	Controller	Tembo Capital Mining Fund LP and Tembo Capital Mining Co-Investment LP, each acting by their general partner, Tembo Capital Mining GP LP, in turn acting by its general partner, Tembo Capital Mining GP Ltd, each of Cambridge House, Le Truchot, St Peter Port, Guernsey GY1 4BF
	Controller Interests	Each Controller has an interest in the Holder and the Restricted Shares through its holding of 50% of the shares in Tembo Capital (Guernsey) Ltd. Tembo Capital (Guernsey) Ltd holds 100% of the shares in Tembo Capital UK Ltd, which in turn holds 100% of the shares in the Holder.

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## Signing page

Executed as a deed

---

Signed sealed and delivered by

**Genmin Limited**

by

sign here ▶

Company Secretary/Director

print name

PATRICK MCCOVE

sign here ▶

Director

print name

Giuseppe Arini

---



Signed sealed and delivered by

**Ndovu Capital I B.V.**

by

sign here ►

\_\_\_\_\_  
Authorised signatory

print name Tom Mahon & IQ EQ Management (Netherlands) B.V.

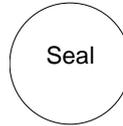
sign here ►

\_\_\_\_\_  
Witness

print name Elise M.M. Winkel



Signed sealed and delivered by  
**Tembo Capital Mining Fund LP,**  
**acting by its general partner,**  
**Tembo Capital Mining GP LP,**  
**acting by its general partner,**  
**Tembo Capital Mining GP Ltd**



*sign here* ▶   
\_\_\_\_\_  
Authorised signatory

*sign here* ▶   
\_\_\_\_\_  
Witness

*print name* Andrew Elder

*print name* Sharon Wrench



Signed sealed and delivered by  
**Tembo Capital Mining Co-  
investment LP, acting by its  
general partner, Tembo Capital  
Mining GP LP, acting by its  
general partner, Tembo Capital  
Mining GP Ltd**



*sign here* ▶   
\_\_\_\_\_  
Authorised signatory

*sign here* ▶   
\_\_\_\_\_  
Witness

*print name* Andrew Elder  
\_\_\_\_\_

*print name* Sharon Wrench  
\_\_\_\_\_

# Appendix 9A

## Restriction Deed

We, the persons in:

- Item 1 of the schedule ("entity");
- Item 2 of the schedule ("holder");
- Item 3 of the schedule ("controller"),

agree as follows.

### Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder must not:
  - (a) <sup>+</sup>dispose of, or agree or offer to <sup>+</sup>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,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
  - (a) <sup>+</sup>dispose of, or agree or offer to <sup>+</sup>dispose of, the controller interests;
  - (b) create, or agree or offer to create, any security interest in the controller interests; 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 controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity's <sup>+</sup>issuer sponsored subregister and are to have a <sup>+</sup>holding lock applied for the duration of the escrow period.

#### Warranties

4. If item 3 of the schedule is completed, the holder and each <sup>+</sup>controller warrant that:
  - (a) the holder has the <sup>+</sup>controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
  - (b) there are no other controllers or controller interests; and

- (c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.
5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:
- (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
  - (b) if the holder is not one or more individuals, the holder has no +controller; and
  - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
6. If item 8 of the schedule is completed, the holder warrants that:
- (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
  - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
  - (c) a release of those security interests is attached.
7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
8. If item 9 of the schedule is completed, the holder and each +controller warrant that:
- (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
  - (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
  - (c) a release of the security interests is attached.
9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

### **Consequences of breaching this deed**

11. If the holder or a +controller breach this deed:
- (a) the holder and each +controller must take the steps necessary to rectify the breach;
  - (b) the entity must take the steps necessary to enforce the agreement;
  - (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and
  - (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

### **Amendment**

12. This deed must not be terminated, changed or waived without ASX's written consent.

## Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

## Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

## Definitions and interpretation

In this deed:

**ASX** means ASX Limited.

**controller** has the same meaning as in the listing rules.

**controller interests** means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

**escrow period** means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

**listing rules** mean the ASX Listing Rules, as in force from time to time.

**restricted securities** means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

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.

## Schedule

1. Entity's name and address: Genmin Limited (ACN 141 425 292) of Outram Centre, Suite 7, 1297 Hay Street, West Perth WA 6005
2. Holder's name and address: Foster Stockbroking Nominees Pty Ltd (ACN 054 061 059) of Level 25, 52 Martin Place, Sydney NSW 2000
3. Each +controllers' name and address: Foster Stockbroking Pty Ltd (ACN 088 747 148) of Level 25, 52 Martin Place, Sydney NSW 2000 and Alan Stuart Foster of 8 Tarrant Avenue, Bellevue Hill NSW 2023.
4. Escrow period start date: The date on which the entity's fully paid ordinary shares are first quoted on the ASX.
5. Escrow period end date: 24 months after the date referred to in item 4 of the Schedule.
6. Particulars of restricted securities: 2,294,118 fully paid ordinary shares
7. Particulars of controller interests: Foster Stockbroking Pty Ltd (ACN 088 747 148) is the sole shareholder of the Holder. Alan Stuart Foster is the sole director of the Holder and the majority shareholder of Foster Stockbroking Pty Ltd (ACN 088 747 148)

8. Particulars of security interests over restricted securities: None

9. Particulars of security interests over controller interests: N/A

Dated: 04 March 2021

**Entity**

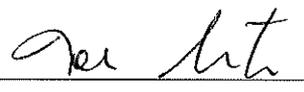
Signed sealed and delivered by

**Genmin Limited**

by

sign here ►   
\_\_\_\_\_  
Company Secretary/Director

print name PATRICIA MCCOLE

sign here ►   
\_\_\_\_\_  
Director

print name Giuseppe Ariti

**Holder**

Signed sealed and delivered by  
**Foster Stockbroking Nominees Pty Ltd**  
by

sign here ▶   
\_\_\_\_\_  
Company Secretary/Director

print name Keith Quinn  
\_\_\_\_\_

sign here ▶   
\_\_\_\_\_  
Director

print name Alan Stuart Foster  
\_\_\_\_\_

---

**Controller**

Signed sealed and delivered by  
**Foster Stockbroking Pty Ltd**  
by

sign here ►   
\_\_\_\_\_  
Company Secretary/Director  
print name Keith Quinn  
\_\_\_\_\_

sign here ►   
\_\_\_\_\_  
Director  
print name Alan Stuart Foster  
\_\_\_\_\_

---

**Controller**

Signed sealed and delivered by  
**Alan Stuart Foster**

in the presence of

sign here ▶ 

sign here ▶   
Witness

print name Alan Stuart Foster

print name ELLEN JULIA BEROYAN