

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme Brightstar Resources Limited (**Brightstar**)

ACN/ARSN 100 727 491

1. Details of substantial holder (1)

Name Brightstar Resources Limited

ACN/ARSN (if applicable) 100 727 491

The holder became a substantial holder on 03/06/2024

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 (Shares)	829,859,506	829,859,506	18.16% (based on 4,569,984,646 Shares on issue)

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
Brightstar	Relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth), being a relevant interest arising as a result of having control of the exercise of the power to dispose of the shares held by persons that have entered into escrow arrangements with Brightstar, pursuant to the restriction deeds attached in Annexure A.	829,859,506 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
Brightstar	St Barbara Limited (ACN 009 165 066)	St Barbara Limited (ACN 009 165 066)	462,061,526 Shares
Brightstar	Linden Resources Pty Ltd (ACN 657 257 764)	Linden Resources Pty Ltd (ACN 657 257 764)	234,302,300 Shares
Brightstar	Blue Capital Equities Pty Ltd (ACN 625 094 635) as trustee for Blue Capital Trust No.2	Blue Capital Equities Pty Ltd (ACN 625 094 635) as trustee for Blue Capital Trust No.2	133,495,680 Shares

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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	
Brightstar	03/06/2024	N/A	N/A	829,859,506 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
Brightstar	Level 2, 36 Rowland Street, Subiaco WA 6008

Signature

print name Alex Rovira

capacity Managing Director

sign here



date 20/06/2024

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 to Form 603

This is the annexure of 30 pages marked Annexure A referred to in the Form 603 (Notice of Initial Substantial Holder) for Brightstar Resources Limited, signed by me and dated _____ June 2024.

Print name: Alex Rovira

Capacity: Managing Director

Sign here  _____ Date 20/06/2024

Voluntary Restriction Deed

The Party described in Item 1 of Schedule 1
Company

The Party described in Item 2 of Schedule 1
Holder



Date: 24 March 2024

Parties

Company	The party described in Item 1 of Schedule 1
Holder	The party described in Item 2 of Schedule 1

Background

- A. The Holder will hold the Restricted Securities as set out in this Deed.
- B. The Holder has agreed that the Restricted Securities will be restricted from trading in accordance with the terms of this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Business Day means any day other than a Saturday, a Sunday or a day on which banks are required to be closed in Perth, Western Australia.

Brightstar Capital Raise means a placement of Shares announced by the Company on or about the date that the proposal to undertake the Takeover Bid is announced.

Corporations Act means the *Corporations Act 2001* (Cth), as amended.

Deal means:

- (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,

and **Dealing** has a corresponding meaning.

Deed means the voluntary restriction deed constituted by this document.

Escrow Period means the period set out in Item 3 of Schedule 1.

Holding Lock has the meaning given to that term in Section 2 of the ASX Settlement Operating Rules, as amended from time to time.

Linden means Linden Gold Alliance Limited (ACN 643 313 722).

Linden Option means an option to be issued one Linden Share.

Linden Share means a fully paid ordinary share in the capital of Linden.

Option means a right, subject to certain terms and conditions, to be issued a Share.

Party means a party to this Deed.



Table of Contents

1.	Definitions and interpretation	1
1.1	<i>Definitions</i>	1
1.2	<i>Interpretation</i>	2
2.	Escrow restrictions	3
2.1	<i>Restrictions</i>	3
2.2	<i>Exceptions</i>	3
3.	Holding Lock	4
3.1	<i>Apply for Holding Lock</i>	4
3.2	<i>Consent to Holding Lock</i>	4
3.3	<i>Removal of Holding Lock</i>	4
4.	Warranties and undertakings	4
4.1	<i>Warranties</i>	4
4.2	<i>Undertaking</i>	5
5.	Consequences of breaching this Deed	5
5.1	<i>Prevention of breach</i>	5
5.2	<i>Consequence of breach</i>	5
6.	Amendment	5
7.	Termination	5
8.	Jurisdiction	5
9.	Counterparts	5
	Schedule 1	6



Related Body Corporate has the meaning given in Section 50 the Corporation Act.

Restricted Securities means the securities set out in Item 4 of Schedule 1.

Schedule means a schedule to this Deed.

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

Share Registry means the Company's appointed share registry.

Takeover Bid means the off-market takeover bid by the Company for all Linden Shares and the off-market takeover bid by the Company for all Linden Options, both bids to be implemented in accordance with Chapter 6 of the Corporations Act.

1.2 Interpretation

- (a) A reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document.
- (b) A reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this deed.
- (c) Clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed.
- (d) A reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.
- (e) A reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.
- (f) Including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.
- (g) The singular includes the plural and vice-versa.
- (h) Words importing one gender include all other genders.
- (i) Neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (j) A reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (k) A reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Perth, Western Australia, even if the obligation is to be performed elsewhere.
- (l) A reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement.
- (m) A reference to dollars or \$ is to Australian currency.



2. Escrow restrictions

2.1 Restrictions

- (a) Subject to clause 2.2, during the Escrow Period, the Holder will not Deal with any Restricted Securities.
- (b) 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.

2.2 Exceptions

(a) General

Nothing in this Deed prevents the Holder from Dealing with any Restricted Securities if and to the extent required by any applicable law.

(b) Takeovers

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. The Holder acknowledges and agrees that the provisions of this Deed will continue to apply to the Restricted Securities in the event that such takeover offer does not become unconditional, provided that those Restricted Securities have not already been transferred or sold pursuant to the takeover offer.

(c) Scheme of Arrangement

The Restricted Securities may be cancelled during the Escrow Period by the Company or transferred as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme or arrangement has received all necessary approvals, including all such necessary court and shareholder approvals.

(d) Consent

During the Escrow Period, the Holder may Deal with any of its Restricted Securities with the prior written approval of the Company.

(e) Related Body Corporate

During the Escrow Period, the Holder may transfer (on one or more transactions) any or all Restricted Securities to a Related Body Corporate of the Holder provided:

- (i) such Related Body Corporate agrees to be bound by the terms and conditions of this Deed by entering into such further agreement as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the Escrow Period); and
- (ii) the transfer does not result in a change to the beneficial ownership of the Restricted Securities.



3. Holding Lock

3.1 Apply for Holding Lock

The Company will apply a Holding Lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock (if the Restricted Securities are in a CHESS holding).

3.2 Consent to Holding Lock

During the Escrow Period, the Holder consents to the application of a Holding Lock to the Restricted Securities in accordance with the terms of this Deed.

3.3 Removal of Holding Lock

- (a) The Company must remove the Holding Lock with respect to the Restricted Securities to facilitate a disposal or Dealing, if such disposal or Dealing is permitted under this Deed.
- (b) The Company must remove the Holding Lock with respect to the Restricted Securities on the Business Day after the end of the Escrow Period.
- (c) The Company must notify ASX that the Restricted Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4. Warranties and undertakings

4.1 Warranties

- (a) Each Party represents and warrants for the benefit of the other Party to this Deed that the following is true and correct at the date of this Deed:
 - (i) it has the power to enter into and perform this Deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (ii) it has duly executed this Deed and this Deed is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Deed;
 - (iii) the entry into and performance of this Deed does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which the Party or its assets are bound;
 - (iv) neither Party has created, agreed to, or offered to create, any security interest in the Restricted Securities, and there are no security interests granted by the Holder in respect of the Restricted Securities as at the date of this Deed; and
 - (v) where the Party is a body corporate:
 - (A) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and



- (B) it has taken all necessary corporate action to authorise the execution and performance of this Deed.

4.2 Undertaking

The Holder undertakes to the Company to comply in all respects with this Deed.

5. Consequences of breaching this Deed

5.1 Prevention of breach

If it appears to the Company that the Holder may breach this Deed, the Company may take all steps necessary in the circumstances to prevent the breach or to enforce this Deed.

5.2 Consequence of breach

- (a) If the Holder breaches this Deed, each of the following applies:
- (i) the Company must take all steps necessary in the circumstances to enforce this Deed, or to rectify the breach; and
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities.
- (b) The above is in addition to any other rights and remedies the Company may have at law.
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6. Amendment

This Deed may only be amended with the written consent of each of the Company and the Holder.

7. Termination

This Deed automatically terminates when the Holding Lock is released in full in respect of all Restricted Securities.

8. Jurisdiction

This Deed is governed by, and is to be construed in accordance with, the laws enforceable in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any court hearing appeals from those courts.

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.



Schedule 1

Item 1 Company's name and address

Brightstar Resources Limited (ACN 100 727 491) of Level 2, 36 Rowland Street, Subiaco WA 6008.

Item 2 Holder's name and address

St Barbara Limited (ACN 009 165 066) [REDACTED]

Item 3 Escrow Period

In respect of each Restricted Security, the period commencing on and from its date of issue (each such date being an **Escrow Commencement Date**) and ending on the date that is 12 months after the relevant Escrow Commencement Date.

Item 4 Particulars of Restricted Securities

- 429,423,258 Shares to be issued to the Holder under the Takeover Bid;
- any Shares issued to the Holder on exercise of their Options; and
- any Shares issued to the Holder pursuant to the Brightstar Capital Raise.

Executed as a deed

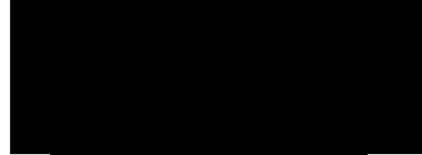
Executed by)
Brightstar Resources Limited (ACN 100)
727 491) in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by:)



Signature of Director



Full name (print)



Signature of Director



Full name (print)

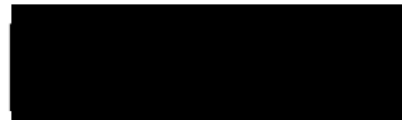
Executed by)
St Barbara Limited (ACN 009 165 066))
in accordance with its constituent documents)
in the place of incorporation by:)



Signature of Director



Full name (print)



Signature of Company Secretary



Full name (print)

Voluntary Restriction Deed

The Party described in Item 1 of Schedule 1
Company

The Party described in Item 2 of Schedule 1
Holder



Table of Contents

1.	Definitions and interpretation	1
1.1	<i>Definitions</i>	1
1.2	<i>Interpretation</i>	2
2.	Escrow restrictions	3
2.1	<i>Restrictions</i>	3
2.2	<i>Exceptions</i>	3
3.	Holding Lock	4
3.1	<i>Apply for Holding Lock</i>	4
3.2	<i>Consent to Holding Lock</i>	4
3.3	<i>Removal of Holding Lock</i>	4
4.	Warranties and undertakings	4
4.1	<i>Warranties</i>	4
4.2	<i>Undertaking</i>	5
5.	Consequences of breaching this Deed	5
5.1	<i>Prevention of breach</i>	5
5.2	<i>Consequence of breach</i>	5
6.	Amendment	5
7.	Termination	5
8.	Jurisdiction	5
9.	Counterparts	6
	Schedule 1	7



Date: 24 March 2024

Parties

Company	The party described in Item 1 of Schedule 1
Holder	The party described in Item 2 of Schedule 1

Background

- A. The Holder will hold the Restricted Securities as set out in this Deed.
- B. The Holder has agreed that the Restricted Securities will be restricted from trading in accordance with the terms of this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Business Day means any day other than a Saturday, a Sunday or a day on which banks are required to be closed in Perth, Western Australia.

Brightstar Capital Raise means a placement of Shares announced by the Company on or about the date that the proposal to undertake the Takeover Bid is announced.

Corporations Act means the *Corporations Act 2001* (Cth), as amended.

Deal means:

- (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,

and **Dealing** has a corresponding meaning.

Deed means the voluntary restriction deed constituted by this document.

Escrow Period means the period set out in Item 3 of Schedule 1.

Holding Lock has the meaning given to that term in Section 2 of the ASX Settlement Operating Rules, as amended from time to time.

Linden means Linden Gold Alliance Limited (ACN 643 313 722).

Linden Option means an option to be issued one Linden Share.

Linden Share means a fully paid ordinary share in the capital of Linden.

Option means a right, subject to certain terms and conditions, to be issued a Share.

Party means a party to this Deed.



Related Body Corporate has the meaning given in Section 50 the Corporation Act.

Restricted Securities means the securities set out in Item 4 of Schedule 1.

Schedule means a schedule to this Deed.

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

Share Registry means the Company's appointed share registry.

Takeover Bid means the off-market takeover bid by the Company for all Linden Shares and the off-market takeover bid by the Company for all Linden Options, both bids to be implemented in accordance with Chapter 6 of the Corporations Act.

1.2 Interpretation

- (a) A reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document.
- (b) A reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this deed.
- (c) Clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed.
- (d) A reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.
- (e) A reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.
- (f) Including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.
- (g) The singular includes the plural and vice-versa.
- (h) Words importing one gender include all other genders.
- (i) Neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (j) A reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (k) A reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Perth, Western Australia, even if the obligation is to be performed elsewhere.
- (l) A reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement.
- (m) A reference to dollars or \$ is to Australian currency.



2. Escrow restrictions

2.1 Restrictions

- (a) Subject to clause 2.2, during the Escrow Period, the Holder will not Deal with any Restricted Securities.
- (b) 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.

2.2 Exceptions

(a) General

Nothing in this Deed prevents the Holder from Dealing with any Restricted Securities if and to the extent required by any applicable law.

(b) Takeovers

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. The Holder acknowledges and agrees that the provisions of this Deed will continue to apply to the Restricted Securities in the event that such takeover offer does not become unconditional, provided that those Restricted Securities have not already been transferred or sold pursuant to the takeover offer.

(c) Scheme of Arrangement

The Restricted Securities may be cancelled during the Escrow Period by the Company or transferred as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme or arrangement has received all necessary approvals, including all such necessary court and shareholder approvals.

(d) Consent

During the Escrow Period, the Holder may Deal with any of its Restricted Securities with the prior written approval of the Company.

(e) Related Body Corporate

During the Escrow Period, the Holder may transfer (on one or more transactions) any or all Restricted Securities to a Related Body Corporate of the Holder provided:

- (i) such Related Body Corporate agrees to be bound by the terms and conditions of this Deed by entering into such further agreement as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the Escrow Period); and
- (ii) the transfer does not result in a change to the beneficial ownership of the Restricted Securities.



2.3 Orderly Sell Down

During the Escrow Period, if the Holder becomes aware that an Associated Party of the Holder wishes to carry out a sale of any Shares, then the Holder must, to the extent within its power and control, use all reasonable endeavours to procure that the Associated Party only does so pursuant to an orderly sell down.

For the purpose of this clause, “Associated Party” means any person who directly or indirectly holds or beneficially owns shares in the capital of the Holder.

3. Holding Lock

3.1 Apply for Holding Lock

The Company will apply a Holding Lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock (if the Restricted Securities are in a CHESS holding).

3.2 Consent to Holding Lock

During the Escrow Period, the Holder consents to the application of a Holding Lock to the Restricted Securities in accordance with the terms of this Deed.

3.3 Removal of Holding Lock

- (a) The Company must remove the Holding Lock with respect to the Restricted Securities to facilitate a disposal or Dealing, if such disposal or Dealing is permitted under this Deed.
 - (b) The Company must remove the Holding Lock with respect to the Restricted Securities on the Business Day after the end of the Escrow Period.
 - (c) The Company must notify ASX that the Restricted Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.
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4. Warranties and undertakings

4.1 Warranties

- (a) Each Party represents and warrants for the benefit of the other Party to this Deed that the following is true and correct at the date of this Deed:
 - (i) it has the power to enter into and perform this Deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (ii) it has duly executed this Deed and this Deed is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Deed;
 - (iii) the entry into and performance of this Deed does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which the Party or its assets are bound;



- (iv) neither Party has created, agreed to, or offered to create, any security interest in the Restricted Securities, and there are no security interests granted by the Holder in respect of the Restricted Securities as at the date of this Deed; and
- (v) where the Party is a body corporate:
 - (A) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (B) it has taken all necessary corporate action to authorise the execution and performance of this Deed.

4.2 Undertaking

The Holder undertakes to the Company to comply in all respects with this Deed.

5. Consequences of breaching this Deed

5.1 Prevention of breach

If it appears to the Company that the Holder may breach this Deed, the Company may take all steps necessary in the circumstances to prevent the breach or to enforce this Deed.

5.2 Consequence of breach

- (a) If the Holder breaches this Deed, each of the following applies:
 - (i) the Company must take all steps necessary in the circumstances to enforce this Deed, or to rectify the breach; and
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities.
 - (b) The above is in addition to any other rights and remedies the Company may have at law.
-

6. Amendment

This Deed may only be amended with the written consent of each of the Company and the Holder.

7. Termination

This Deed automatically terminates when the Holding Lock is released in full in respect of all Restricted Securities.

8. Jurisdiction

This Deed is governed by, and is to be construed in accordance with, the laws enforceable in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any court hearing appeals from those courts.



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.



Schedule 1

Item 1 Company's name and address

Brightstar Resources Limited (ACN 100 727 491) of Level 2, 36 Rowland Street, Subiaco WA 6008.

Item 2 Holder's name and address

Linden Resources Pty Ltd (ACN 657 257 764) [REDACTED]
[REDACTED]

Item 3 Escrow Period

In respect of each Restricted Security, the period commencing on and from its date of issue (each such date being an **Escrow Commencement Date**) and ending on the date that is 12 months after the relevant Escrow Commencement Date.

Item 4 Particulars of Restricted Securities

- 234,302,300 Shares to be issued to the Holder under the Takeover Bid;
- any Shares issued to the Holder on exercise of their Options; and
- any Shares issued to the Holder pursuant to the Brightstar Capital Raise.

Executed as a deed

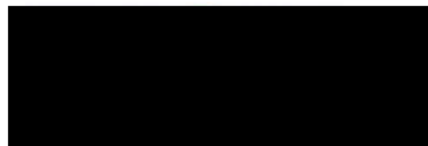
Executed by)
Brightstar Resources Limited (ACN 100)
727 491) in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by:)



Signature of Director



Full name (print)



Signature of Director/~~Company Secretary~~



Full name (print)

Executed by)
Linden Resources Pty Ltd (ACN 657 257)
764) in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by:)

Signature of Director

Full name (print)

Signature of Director/Company Secretary

Full name (print)

Executed as a deed

Executed by)
Brightstar Resources Limited (ACN 100)
727 491) in accordance with section 127(1) of)
the Corporations Act 2001 (Cth) by:)

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)


Executed by)
Linden Resources Pty Ltd (ACN 657 257)
764) in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by:)




Signature of Director



Signature of Director/Company Secretary



Full name (print)



Full name (print)

Voluntary Restriction Deed

The Party described in Item 1 of Schedule 1
Company

The Party described in Item 2 of Schedule 1
Holder



Table of Contents

1.	Definitions and interpretation	1
1.1	<i>Definitions</i>	1
1.2	<i>Interpretation</i>	2
2.	Escrow restrictions	3
2.1	<i>Restrictions</i>	3
2.2	<i>Exceptions</i>	3
3.	Holding Lock	4
3.1	<i>Apply for Holding Lock</i>	4
3.2	<i>Consent to Holding Lock</i>	4
3.3	<i>Removal of Holding Lock</i>	4
4.	Warranties and undertakings	4
4.1	<i>Warranties</i>	4
4.2	<i>Undertaking</i>	5
5.	Consequences of breaching this Deed	5
5.1	<i>Prevention of breach</i>	5
5.2	<i>Consequence of breach</i>	5
6.	Amendment	5
7.	Termination	5
8.	Jurisdiction	5
9.	Counterparts	5
	Schedule 1	6



Date: 24 March 2024

Parties

Company	The party described in Item 1 of Schedule 1
Holder	The party described in Item 2 of Schedule 1

Background

- A. The Holder will hold the Restricted Securities as set out in this Deed.
- B. The Holder has agreed that the Restricted Securities will be restricted from trading in accordance with the terms of this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

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

Business Day means any day other than a Saturday, a Sunday or a day on which banks are required to be closed in Perth, Western Australia.

Brightstar Capital Raise means a placement of Shares announced by the Company on or about the date that the proposal to undertake the Takeover Bid is announced.

Corporations Act means the *Corporations Act 2001* (Cth), as amended.

Deal means:

- (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,

and **Dealing** has a corresponding meaning.

Deed means the voluntary restriction deed constituted by this document.

Escrow Period means the period set out in Item 3 of Schedule 1.

Holding Lock has the meaning given to that term in Section 2 of the ASX Settlement Operating Rules, as amended from time to time.

Linden means Linden Gold Alliance Limited (ACN 643 313 722).

Linden Option means an option to be issued one Linden Share.

Linden Share means a fully paid ordinary share in the capital of Linden.

Option means a right, subject to certain terms and conditions, to be issued a Share.

Party means a party to this Deed.



Related Body Corporate has the meaning given in Section 50 the Corporation Act.

Restricted Securities means the securities set out in Item 4 of Schedule 1.

Schedule means a schedule to this Deed.

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

Share Registry means the Company's appointed share registry.

Takeover Bid means the off-market takeover bid by the Company for all Linden Shares and the off-market takeover bid by the Company for all Linden Options, both bids to be implemented in accordance with Chapter 6 of the Corporations Act.

1.2 Interpretation

- (a) A reference to this deed or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document.
- (b) A reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this deed.
- (c) Clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this deed.
- (d) A reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns.
- (e) A reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.
- (f) Including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.
- (g) The singular includes the plural and vice-versa.
- (h) Words importing one gender include all other genders.
- (i) Neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (j) A reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (k) A reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Perth, Western Australia, even if the obligation is to be performed elsewhere.
- (l) A reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement.
- (m) A reference to dollars or \$ is to Australian currency.



2. Escrow restrictions

2.1 Restrictions

- (a) Subject to clause 2.2, during the Escrow Period, the Holder will not Deal with any Restricted Securities.
- (b) 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.

2.2 Exceptions

(a) General

Nothing in this Deed prevents the Holder from Dealing with any Restricted Securities if and to the extent required by any applicable law.

(b) Takeovers

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. The Holder acknowledges and agrees that the provisions of this Deed will continue to apply to the Restricted Securities in the event that such takeover offer does not become unconditional, provided that those Restricted Securities have not already been transferred or sold pursuant to the takeover offer.

(c) Scheme of Arrangement

The Restricted Securities may be cancelled during the Escrow Period by the Company or transferred as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme or arrangement has received all necessary approvals, including all such necessary court and shareholder approvals.

(d) Consent

During the Escrow Period, the Holder may Deal with any of its Restricted Securities with the prior written approval of the Company.

(e) Related Body Corporate

During the Escrow Period, the Holder may transfer (on one or more transactions) any or all Restricted Securities to a Related Body Corporate of the Holder provided:

- (i) such Related Body Corporate agrees to be bound by the terms and conditions of this Deed by entering into such further agreement as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the Escrow Period); and
- (ii) the transfer does not result in a change to the beneficial ownership of the Restricted Securities.



3. Holding Lock

3.1 Apply for Holding Lock

The Company will apply a Holding Lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored sub-register) or give notice to ASX Settlement requesting it to apply a Holding Lock (if the Restricted Securities are in a CHESS holding).

3.2 Consent to Holding Lock

During the Escrow Period, the Holder consents to the application of a Holding Lock to the Restricted Securities in accordance with the terms of this Deed.

3.3 Removal of Holding Lock

- (a) The Company must remove the Holding Lock with respect to the Restricted Securities to facilitate a disposal or Dealing, if such disposal or Dealing is permitted under this Deed.
- (b) The Company must remove the Holding Lock with respect to the Restricted Securities on the Business Day after the end of the Escrow Period.
- (c) The Company must notify ASX that the Restricted Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4. Warranties and undertakings

4.1 Warranties

- (a) Each Party represents and warrants for the benefit of the other Party to this Deed that the following is true and correct at the date of this Deed:
 - (i) it has the power to enter into and perform this Deed and to perform and observe all of its terms and has obtained all necessary consents to enable it to do so;
 - (ii) it has duly executed this Deed and this Deed is a legal, valid and binding obligation enforceable against it in accordance with the terms of this Deed;
 - (iii) the entry into and performance of this Deed does not constitute a breach of any obligation (including any statutory, contractual or fiduciary obligation), or default under any agreement or undertaking, by which the Party or its assets are bound;
 - (iv) neither Party has created, agreed to, or offered to create, any security interest in the Restricted Securities, and there are no security interests granted by the Holder in respect of the Restricted Securities as at the date of this Deed; and
 - (v) where the Party is a body corporate:
 - (A) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and



- (B) it has taken all necessary corporate action to authorise the execution and performance of this Deed.

4.2 Undertaking

The Holder undertakes to the Company to comply in all respects with this Deed.

5. Consequences of breaching this Deed

5.1 Prevention of breach

If it appears to the Company that the Holder may breach this Deed, the Company may take all steps necessary in the circumstances to prevent the breach or to enforce this Deed.

5.2 Consequence of breach

- (a) If the Holder breaches this Deed, each of the following applies:
- (i) the Company must take all steps necessary in the circumstances to enforce this Deed, or to rectify the breach; and
 - (ii) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities.
- (b) The above is in addition to any other rights and remedies the Company may have at law.
-

6. Amendment

This Deed may only be amended with the written consent of each of the Company and the Holder.

7. Termination

This Deed automatically terminates when the Holding Lock is released in full in respect of all Restricted Securities.

8. Jurisdiction

This Deed is governed by, and is to be construed in accordance with, the laws enforceable in Western Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any court hearing appeals from those courts.

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.



Schedule 1

Item 1 Company's name and address

Brightstar Resources Limited (ACN 100 727 491) of Level 2, 36 Rowland Street, Subiaco WA 6008.

Item 2 Holder's name and address

Blue Capital Equities Pty Ltd (ACN 625 094 635) as trustee for Blue Capital Trust No.2 [REDACTED]
[REDACTED]

Item 3 Escrow Period

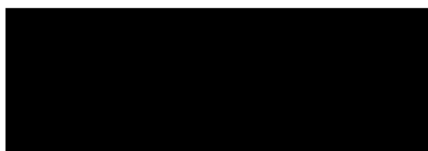
In respect of each Restricted Security, the period commencing on and from its date of issue (each such date being an **Escrow Commencement Date**) and ending on the date that is 12 months after the relevant Escrow Commencement Date.

Item 4 Particulars of Restricted Securities

- 133,495,680 Shares to be issued to the Holder under the Takeover Bid;
- any Shares issued to the Holder on exercise of their Options; and
- any Shares issued to the Holder pursuant to the Brightstar Capital Raise.

Executed as a deed

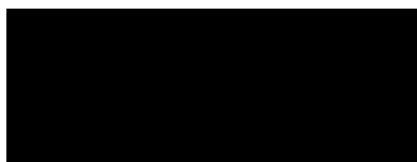
Executed by)
Brightstar Resources Limited (ACN 100)
727 491) in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by:)



Signature of Director



Full name (print)



Signature of Director/~~Company Secretary~~



Full name (print)

Executed by)
Blue Capital Equities Pty Ltd (ACN 625)
094 635) as trustee for Blue Capital Trust)
No.2)
in accordance with its constituent documents
in the place of incorporation by:

Signature of Director

Full name (print)

Signature of Director/Company Secretary

Full name (print)

Executed as a deed

Executed by)
Brightstar Resources Limited (ACN 100)
727 491) in accordance with section 127(1) of)
the Corporations Act 2001 (Cth) by:)

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by)
Blue Capital Equities Pty Ltd (ACN 625)
094 635) as trustee for Blue Capital Trust)
No.2)
in accordance with its constituent documents
in the place of incorporation by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)