

Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**

To Company Name/Scheme MOD RESOURCES LIMITED

ACN/ARSN 003 103 544

1. Details of substantial holder (1)

Name MOD RESOURCES LIMITED

ACN/ARSN (if applicable) 003 103 544

There was a change in the interests of the
substantial holder on

16/11/2018

The previous notice was given to the company on

20/07/2018

The previous notice was dated

18/07/2018

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	13,880,042	6.0%	31,064,220	12.5%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
10/09/2018	MOD Resources Limited	On-market acquisition of fully paid ordinary shares in the issued capital of MOD Resources Limited by Metal Tiger Plc	\$40,026	94,178	94,178
16/11/2018	MOD Resources Limited	Acquisition of fully paid ordinary shares in the issued capital of MOD Resources Limited by Metal Tiger Plc by virtue of a subscription agreement (a copy of which is attached)	900 fully paid ordinary shares in the issued capital of Metal Capital Limited	17,090,000	17,090,000

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
MOD Resources Limited	Metal Tiger Plc	Metal Tiger Plc	"Relevant interest" in the shares in MOD Resources Limited held by Metal Tiger Plc pursuant to section 608(1)(b) and 608(1)(c) of the <i>Corporation Act 2001</i> (Cth) as MOD Resources Limited has the ability to control the exercise of a right to vote and a power to dispose of the shares.	31,064,220	12.5%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses


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

Name	Address
MOD Resources Limited	First Floor, 1304 Hay Street, West Perth WA 6005
Metal Tiger Plc	107 Cheapside, London EC2V 6DN, United Kingdom

Signature

print name MARK CLEMENTS capacity Company Secretary

sign here



date

19/11/18

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.

- (7) 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.
-



SUBSCRIPTION AGREEMENT

MOD Resources Limited

Metal Tiger Plc

DLA Piper Australia
Level 31, Central Park
152-158 St Georges Terrace
Perth WA 6000
PO Box Z5470
Perth WA 6831
Australia
DX 130 Perth
T +61 8 6467 6000
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W www.dlapiper.com

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DETAILS

Date 15 November 2018

Parties

Company

Name MOD Resources Limited
ACN 003 103 544

Subscriber

Name Metal Tiger Plc
Company No: 04196004

BACKGROUND

- A The Company and the Subscriber are parties to the Sale Agreement and the Share and Voting Deed.
- B The Subscriber wishes to subscribe for the Consideration Shares on the terms of this agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this agreement the following definitions apply:

Agreed Restrictions means:

- (a) the escrow arrangements as set out in the Restriction Agreement; and
- (b) the restrictions applicable to the Consideration Shares as set out in the Share and Voting Deed.

ASX means ASX Limited (ABN 90 008 624 691).

ASX Listing Rules means the official listing rules of ASX which apply to the Company from time to time.

Cleansing Notice means a notice to be given by the Company to the ASX in accordance with clause 4.1.1 of this agreement which, when given, complies with the requirements of section 708A(6) of the Corporations Act.

Completion means completion of the issue of the Consideration Shares to the Subscriber in accordance with this agreement.

Completion Date has the meaning given in the Sale Agreement.

Confidential Information has the meaning given to that term in clause 8.1.

Consideration Shares means 17,090,000 fully paid ordinary shares in the capital of the Company.

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

Duty means any stamp, transaction or registration duty or similar charge imposed by any government agency and includes any interest, fine, penalties, charge or other amount imposed in respect of any of them, but excludes any Tax.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Restriction Agreement means the agreement between the Company and the Subscriber as set out in Schedule 1.

Sale Agreement means the Sale and Demerger Agreement between the Company, the Subscriber, Metal Capital Limited, Tshukudu Metals Botswana (Pty) Ltd, Tshukudu Exploration (Proprietary) Limited and Metal Capital Exploration Limited dated 18 July 2018.

Security Interest includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or to create any such security interest or preferential ranking to a creditor including set off.

Share and Voting Deed means the share and voting deed between the Company and the Subscriber dated 18 July 2018.

Subscription means the subscription by the Subscriber for the Consideration Shares under this agreement.

Tax means all forms of taxation, duties, imposts, fees, levies, deductions or withholdings, whether of Australia or elsewhere, including income tax, fringe benefits tax, withholding tax, capital gains tax, land tax, pay as you go, GST, superannuation guarantee charge or tax, water and municipal rates, customs and other import or export duties, excise duties, sales tax, payroll tax, workers' compensation premium or levy, stamp duty or other similar contributions and any additional tax, interest, penalty, surcharge or fine in connection with it.

Warranty means a representation or warranty given in clause 5.1.

Interpretation

- 1.2 In the interpretation of this agreement, the following provisions apply unless the context otherwise requires:
- 1.2.1 a reference in this agreement to **dollars** or **\$** means Australian dollars and all amounts payable under this agreement are payable in Australian dollars;
 - 1.2.2 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - 1.2.3 where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - 1.2.4 a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other gender;
 - 1.2.5 a reference to the word **include** or **including** is to be interpreted without limitation;
 - 1.2.6 a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, part, schedule, annexure or attachment of or to this agreement;
 - 1.2.7 a reference in this agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
 - 1.2.8 the schedules, annexures and attachments form part of this agreement;
 - 1.2.9 headings are inserted for convenience only and do not affect the interpretation of this agreement; and
 - 1.2.10 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this agreement.

Business day: References to and calculations of time

- 1.3 In this agreement, unless the context otherwise requires:
- 1.3.1 a reference to a business day means a day other than a Saturday or Sunday or public holiday on which banks are open for business generally in Perth, Western Australian and London, UK;
 - 1.3.2 a reference to a time of day means that time of day in the place whose laws govern the construction of this agreement;

- 1.3.3 where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
- 1.3.4 a term of this agreement which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

2 SUBSCRIPTION FOR CONSIDERATION SHARES

Consideration Shares

- 2.1 In accordance with clause 5 of the Sale Agreement and for the consideration provided therein, the Subscriber agrees to subscribe for, and the Company agrees to issue to the Subscriber, the Consideration Shares in accordance with the terms of this agreement.

Issue free from encumbrances

- 2.2 The Consideration Shares will be issued free from any Security Interest (other than the Agreed Restrictions) and together with all rights attaching to them.

3 COMPLETION

Date and place for Completion

- 3.1 Completion must take place on the Completion Date or on such other date as agreed by the parties in writing.

Company's obligations at Completion

- 3.2 At Completion, the Company must:
 - 3.2.1 issue the Consideration Shares to the Subscriber;
 - 3.2.2 deliver a holding statement for the Consideration Shares to the Subscriber; and
 - 3.2.3 deliver to the Subscriber a duly executed version of the Restriction Agreement.

Subscriber's obligations at Completion

- 3.3 At Completion, the Subscriber must:
 - 3.3.1 undertake its obligations as set out in clause 8(c) of the Sale Agreement; and
 - 3.3.2 deliver to the Company a duly executed version of the Restriction Agreement.

Interdependence

- 3.4 The obligations of the parties at Completion are interdependent. All actions at Completion will be deemed to take place simultaneously and no delivery or payment will be deemed to have been made until all deliveries and payments have been made.
- 3.5 If an action does not take place then:
 - 3.5.1 there is no obligation on any party to undertake or perform any of the other actions;
 - 3.5.2 to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
 - 3.5.3 the parties must each return to the other parties all documents delivered and repay all payments received, without prejudice to any other rights any party may have in respect of that failure.

4 POST COMPLETION OBLIGATIONS

- 4.1 Immediately after Completion, the Company must:
 - 4.1.1 give a Cleansing Notice to ASX; and
 - 4.1.2 use its best endeavours to procure the grant of official quotation of the Consideration Shares on ASX as soon as practicable after allotment.

5 REPRESENTATIONS & WARRANTIES

Representations and Warranties

- 5.1 Each party represents, warrants, acknowledges and agrees for the benefit of the other party that each of the following warranties and representations are true and accurate in all material respects at the date of this agreement and will be true and accurate in all material respects at Completion:
 - 5.1.1 **Incorporation:** each party is incorporated and validly existing in accordance with the laws of its place of incorporation;
 - 5.1.2 **Power and capacity:** each party has full power and lawful authority to execute and deliver this Agreement and to observe and perform, or cause to be observed or performed, all of its obligations in and under this agreement without breach or causing the breach of applicable laws;
 - 5.1.3 **Authority:** the execution, delivery and performance of this agreement has been duly and validly authorised by all necessary corporate action on behalf of each party;

- 5.1.4 **Binding obligations:** this agreement constitutes its legal, valid and binding obligations and is enforceable in accordance with its terms;
- 5.1.5 **No legal impediment:** the execution, delivery and performance by each party of this agreement complies with:
- 5.1.5.1 each law, regulation, authorisation, ruling, judgement, order or decree of any government agency;
 - 5.1.5.2 the constitution or other constituent documents of the relevant party; and
 - 5.1.5.3 any security interest or document; and
- 5.1.6 **No Event of Insolvency:** no event of insolvency has occurred in relation to the party nor is there any act which has occurred or any omission made which may result in an event of insolvency occurring in relation to the party.

Warranties separate

- 5.2 Each Warranty is separate and independent.

Reliance

- 5.3 Each party acknowledges that the other party enters into this agreement and will effect the transactions contemplated by this agreement in full reliance on each Warranty provided by the other party.

6 OFFER PERSONAL TO SUBSCRIBER

- 6.1 The invitation to subscribe for Consideration Shares on the terms and conditions set out in this agreement is personal to the Subscriber. The Subscriber may not, prior to the issue of the Consideration Shares, assign, transfer or deal in any manner, with the Consideration Shares or its rights or obligations under this agreement without the prior written consent of the Company.

7 TERMINATION OF AGREEMENT

- 7.1 This agreement may only be terminated by notice in writing at any time before Completion:
- 7.1.1 by written agreement to that effect by the Company and the Subscriber; or
 - 7.1.2 by either party upon the termination of the Sale Agreement in accordance with its terms.

Rights not limited

- 7.2 Termination of this agreement by either party in accordance with this clause 7 will not limit or affect any accrued rights of a party arising from any breach of this agreement by another

party before termination, including where such breach is the basis for termination by the other party.

Survival

- 7.3 Clauses 8, 9 and this clause 7 (and those provisions of clause 1 which go to the interpretation of those clauses) continue to apply after termination of this agreement.

8 CONFIDENTIALITY & PUBLICITY

General

- 8.1 Each party must keep confidential the terms of this agreement and any other information obtained from another during the negotiations preceding the execution of this agreement (**Confidential Information**), and is not to disclose it to any person except:
- 8.1.1 to employees, shareholders, legal advisers, auditors and other consultants requiring the information for the purposes of this agreement;
 - 8.1.2 with the consent of the other party;
 - 8.1.3 if the information is, at the date of this agreement, lawfully in the possession of the recipient of the information through sources other than any of the other parties;
 - 8.1.4 if required by law or the rules of a relevant stock exchange;
 - 8.1.5 if the information is generally and publicly available other than as a result of a breach of confidence; or
 - 8.1.6 to a financier or prospective financier (which, for the avoidance of doubt includes investors and prospective investors) (or its advisers) of a party.
- 8.2 A party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving the Confidential Information from it do not disclose the Confidential Information except in the circumstances permitted in clause 8.1.
- 8.3 On signing of this agreement, the Company may release an ASX announcement and the Subscriber may release an AIM announcement regarding this agreement. The announcements shall be co-ordinated and agreed between the parties.

9 NOTICES

Method of giving notices

- 9.1 Each communication (including each notice, consent, approval, request and demand) authorised or required to be given to a party under or in connection with this agreement (including any schedules and attachments) shall be in writing and may be delivered

personally, sent by properly addressed prepaid mail, or email, in each case addressed to the party at its address set out in below:

The Company

Address: First Floor, 1304 Hay Street, West Perth WA 6005
Email: sweber@modresources.com.au
Attention Stef Weber, Chief Financial Officer

The Subscriber

Address: Level 2, 35 Outram Street, West Perth WA 6005
Email: malcolmbacchus@MetalTigerplc.com
nick.hollens@greenwichco.com
MichaelMcNeilly@metaltigerplc.com
Attention Nick Hollens, Malcolm Bacchus and Michael McNeilly

Time of receipt

- 9.2 Each communication (including each notice, consent, approval, request and demand) is taken to be received by the addressee:
- 9.2.1 (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - 9.2.2 (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - 9.2.3 (in the case of delivery by hand) on delivery; and
 - 9.2.4 (in the case of email) unless the party sending the email knows or reasonably ought to suspect that the email and the attachment communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause, 24 hours after the email was sent,

but if the communication would otherwise be taken to be received on a day that is not a business day or after 5.00pm, it is taken to be received at 9.00am on the next business day.

10 MISCELLANEOUS

Costs

- 10.1 Unless otherwise specified in this agreement, each party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this agreement.

Duty

- 10.2 Unless otherwise specified in this agreement, the Company will be responsible for any Duty (including any interest, penalties or other related charges) payable on or in relation to this agreement or the transactions and or transfers contemplated by this agreement.

Effect of Completion

- 10.3 Each obligation and undertaking set out in this agreement which is not fully performed at Completion will continue in full force and effect after Completion.

Counterparts

- 10.4 This agreement may be executed in any number of counterparts, each of which when executed and delivered to the other parties shall constitute an original, but all counterparts together shall constitute one and the same agreement.

Further assurances

- 10.5 Each party must sign and execute and do all deeds, acts, documents and things as may reasonably be required by the other parties to effectively carry out and give effect to the terms and intentions of this agreement.

Governing law and jurisdiction

- 10.6 This agreement is governed by the law of Western Australia. The parties submit to the exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Agent

- 10.7 The Subscriber irrevocably appoints Greenwich & Co as its agent for the service of process in Australia in relation to any matter arising out of this agreement.
- 10.8 If Greenwich & Co ceases to be able to act as such or have an address in Australia, the Subscriber agrees to appoint a new process agent in Australia and to deliver to the Company within 20 days a copy of written acceptance of appointment by the process agent, upon receipt of which the new appointment becomes effective for the purposes of this agreement.

Severance

- 10.9 If any provision of this agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and forceful in accordance with their terms.

Variation

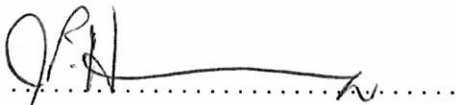
- 10.10 No modification or alteration of the terms of this agreement shall be binding unless made in writing dated subsequent to the date of this agreement and duly executed by all parties.



EXECUTION

Executed as an agreement.


Executed by **MOD Resources Limited (ACN 003 103 544)** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:


.....
Signature of director

JULIAN PHILIP HANNA
Name of director (print)

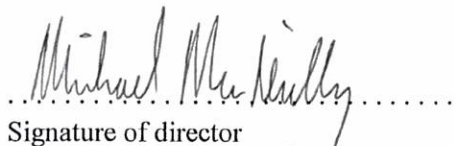
15 November 2018
.....

Date:


.....
Signature of director/~~company~~ secretary

STEVEN JAMES MCGHEE
Name of director/company secretary (print)

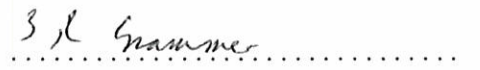
Executed by **Metal Tiger Plc** in accordance with the place of its incorporation:


.....
Signature of director

David Michael McKeilly
Name of director (print)

15 November 2018
.....

Date:


.....
Signature of director/~~company~~ secretary

TERRENCE RONALD GRAMMER
Name of director/company secretary (print)



DATED

15 November 2018

(1) MOD RESOURCES LIMITED

- and -

(2) METAL TIGER PLC

RESTRICTION AGREEMENT

DLA Piper Australia
Level 31, Central Park
152-158 St Georges Terrace
Perth WA 6000
PO Box Z5470
Perth WA 6831
Australia
DX 130 Perth
T +61 8 6467 6000
F +61 8 6467 6001
W www.dlapiper.com

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THIS AGREEMENT is made on
BETWEEN:

15 November 2018

- (1) **MOD RESOURCES LIMITED ACN 003 103 544** of First Floor, 1304 Hay Street, West Perth WA 6005 (**Company**); and
- (2) **METAL TIGER PLC (UK COMPANY NUMBER 04196004)** of Level 2, 35 Outram Street, West Perth WA 6005 (**Subscriber**).

BACKGROUND:

- A The Company intends to issue Restricted Securities to the Subscriber pursuant to the Sale Agreement and the Subscription Agreement.
- B The Subscriber will hold the Restricted Securities as set out in this Restriction Agreement.

IT IS AGREED:

1 DEFINITIONS, INTERPRETATION AND GOVERNING LAW

1.1 Definitions

In this Restriction Agreement

ASX means ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

Completion Date has the meaning given in the Subscription Agreement.

Consideration Options means 40,673,566 unlisted subscription rights exercisable into a Share on the terms and conditions set out in schedule 6 of the Sale Agreement.

Consideration Shares has the meaning given in the Subscription Agreement.

Escrow Period means the 12 month commencing on the Completion Date.

Listing Rules means the Listing Rules of the ASX; and

Restricted Securities means the Consideration Shares, the Consideration Options and any Shares issued on exercise of the Consideration Options.

Restriction Agreement means the agreement constituted by this document and includes the recitals and the schedule.

Sale Agreement means the sale and demerger agreement between the Company, the Subscriber, Metal Capital Limited, Tshukudu Metals Botswana (Pty) Ltd, Tshukudu Exploration (Proprietary) Limited and Metal Capital Exploration Limited dated 18 July 2018.

Shares means a fully paid ordinary shares in the issued capital of the Company.

Subscription Agreement means the subscription agreement between the Company and the Subscriber dated on or around the date of this Restriction Agreement.

1.2 Interpretation

- 1.2.1 The singular includes the plural and vice versa.
- 1.2.2 A reference to a party includes its successors, personal representatives and transferees.
- 1.2.3 Words and expressions defined in the Listing Rules of ASX, and not in this Restriction Agreement, have the meanings given to them in the Listing Rules.
- 1.2.4 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.

2 ESCROW RESTRICTIONS

- 2.1 During the Escrow Period, the Subscriber will not do any of the following:
 - 2.1.1 dispose of, or agree or offer to dispose of, the Restricted Securities;
 - 2.1.2 create, or agree or offer to create, any security interest in the Restricted Securities; or
 - 2.1.3 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;
- 2.2 If the Restricted Securities are kept on the certificated sub-register, the Subscriber will deposit the certificates for the Restricted Securities with a bank or recognised trustee for the Escrow Period.
- 2.3 If the Restricted Securities are kept on the issuer sponsored sub-register, the Subscriber hereby agrees in writing to the application of a holding lock to the Restricted Securities.

3 CONSEQUENCES OF BREACHING THIS RESTRICTION AGREEMENT

- 3.1 If it appears to the Company that the Subscriber may breach this Restriction Agreement, the Company may take the steps necessary to prevent the breach, or to enforce this Restriction Agreement.
- 3.2 If the Subscriber breaches this Restriction Agreement, each of the following applies:
 - 3.2.1 the Company may take the steps necessary to enforce the Restriction Agreement, or to rectify the breach;
 - 3.2.2 the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company; and
 - 3.2.3 the Subscriber of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

4 AMENDMENT

This Restriction Agreement will not be changed or waived without each party's written consent.

5 JURISDICTION

This agreement is governed by the law of Western Australia. The parties submit to the exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

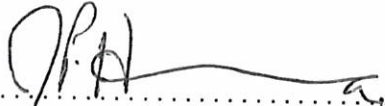
6 COUNTERPARTS

This Restriction Agreement may be signed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same document.

EXECUTION

Executed as a deed.


Executed by **MOD Resources Limited (ACN 003 103 544)** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:


.....
Signature of director

JULIAN PHILIP HANNA
Name of director (print)

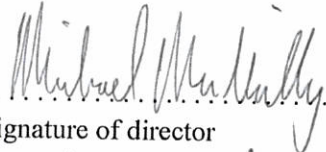
15 November 2018
.....

Date:


.....
Signature of director/company secretary

STEVEN JAMES MCSWEENEY
Name of director/company secretary (print)


Executed by **Metal Tiger Plc** in accordance with the place of its incorporation:


.....
Signature of director

David Michael McNeill
Name of director (print)

15 November 2018
.....

Date:


.....
Signature of director/company secretary

TERRENCE RONALD GRAMMER
Name of director/company secretary (print)