

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme	Richmond Mining Limited
ACN/ARSN	ACN 123 423 987
<b>1. Details of substantial holder (1)</b> Name	Kircher Mine Development LLC (Kircher)
ACN / ARSN (if applicable)	N/A
The holder became a substantial holder on	21 / 06 / 2011

### 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	Persons' votes (5)	Voting power (6)
Ordinary shares	6,187,092	6,187,092	9.66% (based on 64,033,378 ordinary 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
Kircher Mine Development LLC	Relevant interest under section 608(1) of the Corporations Act 2001 (Cth) ( <b>Corporations Act</b> ) acquired pursuant to a Subscription Agreement dated June 20, 2011 between Kircher and Richmond Mining Limited, attached as Annexure B to this Form 603 of 14 pages	6,187,092 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
Kircher Mine Development LLC	Kircher Mine Development LLC	Kircher Mine Development LLC	6,187,092 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	
Kircher Mine Development LLC	20/06/2011		Purchase of Kircher's entire interest in the property known as Buena Vista, less a 20% Net Profits.	6,187,092 ordinary shares

**6. Associates**

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

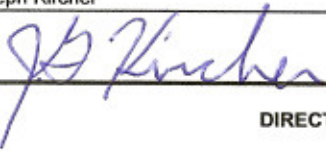
Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

**7. Addresses**

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

Name	Address
Kircher Mine Development LLC	1331 Antelope Valley Road, Reno Nevada 89506, USA

**Signature**

print name Joseph Kircher capacity: Manager  
 sign here  date 22 June 2011

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (e.g. 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 A.
- (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 B TO FORM 603**

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This is Annexure B of 14 pages referred to in the Form 603 (Notice of initial substantial holder) being a true copy of the Subscription Agreement dated June 20, 2011 between Kircher Mine Development LLC and Richmond Mining Limited as required by section 671B(4) of the Corporations Act 2001 (Cth)

Dated 22 June 2011



Signature

Joseph Kircher  
Signed by (Full name)

Manager \_\_\_\_\_  
Title/Position

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## SUBSCRIPTION AGREEMENT

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

THIS SUBSCRIPTION AGREEMENT (this "Agreement"), dated as of June \_\_\_, 2011, is made and entered into by and between Richmond Mining Limited, a corporation organized under the laws of Australia (the "Company"), and Kircher Mine Development LLC, a Nevada limited-liability company ("Kircher").

WHEREAS, the Company and Kircher entered into an Exploration and Option to Purchase Agreement dated December 23, 2009 (the "Option Agreement").

WHEREAS, Section 5 of the Option Agreement grants the Company the right to purchase (the "Right to Purchase") Kircher's entire interest in the Property (as defined in the Option Agreement) for a purchase price of Six Million United States Dollars (\$6,000,000) (the "Option Purchase Price").

WHEREAS, Section 5 of the Option Agreement provides further that the Company may pay one-half of the Option Purchase Price, or Three Million United States Dollars (\$3,000,000), in the form of shares of common stock of the Company.

WHEREAS, the Company exercised the Right to Purchase on 9 May 2011 and desires to pay one-half of the Option Purchase Price in the form of shares of common stock of the Company.

WHEREAS, the number of shares of common stock of the Company having a value equal to Three Million United States Dollars (\$3,000,000), as determined under the Option Agreement, is Six Million (6,187,092) shares (the "Securities"). One Hundred Eight Seven Thousand Ninety Two

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, understandings, undertakings, representations, warranties and promises, and subject to the conditions hereinafter set forth, and intending to be legally bound thereby, the parties do hereby covenant and agree that the recitals set forth above are true and accurate and are hereby incorporated in and made a part of this Subscription Agreement, and further covenant and agree as follows:

1. Subscription. Subject to the terms and conditions hereof, Kircher hereby irrevocably subscribes for the Securities. Kircher acknowledges that the Securities will be subject to restrictions on transfer as set forth in this Subscription Agreement.

2. The Closing. The closing of the acquisition of the Securities (the "Closing") shall take place concurrently with the closing of the purchase by the Company of the Property (as defined in the Option Agreement) from Kircher in accordance with the Option Agreement. In accordance with Australian law and custom, the Company shall deliver a statement representing the Securities to Kircher at or as soon as reasonably practicable after the Closing.

3. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of Australia, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted.

(b) The Securities have been duly authorized and, when issued in the manner set forth in this Subscription Agreement, will be validly issued, non-assessable and fully paid.

(c) The Company is, and for a period of 36 months following the date of this Agreement shall use its reasonable efforts to remain, a "foreign issuer" as defined in Rule 902 of Regulation S promulgated by the United States Securities and Exchange Commission.

4. Representations and Warranties of Kircher. Kircher hereby represents and warrants to and covenants with the Company that:

(a) General.

(i) Kircher has all requisite authority to acquire the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by Kircher hereunder, and such purchase will not contravene any law, rule or regulation binding on Kircher or any investment guideline or restriction applicable to Kircher.

(ii) Kircher is a limited-liability company duly organized and in good standing in the State of Nevada and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) Kircher will comply with all applicable laws and regulations in effect in any jurisdiction in which Kircher purchases or sells securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which Kircher is subject or in which Kircher makes such purchases or sales, and the Company shall have no responsibility therefor.

(b) Information Concerning the Company.

(i) Kircher has not been furnished any literature by the Company regarding the Securities other than this Subscription Agreement and has relied only on the information contained herein and information publicly disclosed by the Company or from sources independent of the Company.

(ii) Kircher understands and accepts that the acquisition of the Securities involves various risks, including the risks outlined in this Subscription Agreement. Kircher represents that it is able to bear any loss associated with an investment in the Securities.

(iii) Kircher confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment advice or as a recommendation to acquire the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided by the Company or any of its affiliates shall not be considered investment advice or a recommendation to acquire the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to Kircher in deciding to invest in the Securities. Kircher acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining Kircher's authority to acquire the Securities.

(iv) Kircher is familiar with the business and financial condition and operations of the Company. Kircher has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the acquisition of the Securities.

(v) Kircher understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of the acquisition of the Securities.

(c) Non-reliance.

(i) Kircher represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to acquire the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the Option Agreement shall not be considered investment advice or a recommendation to purchase the Securities.

(ii) Kircher confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to Kircher regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to enter into the Option Agreement, Kircher did not rely on the advice or recommendations of the Company or the Company's legal counsel and Kircher made its own independent decision that the possible acquisition of the Securities was suitable and appropriate for Kircher.

(d) Status of Kircher.

(i) Kircher has such knowledge, skill and experience in business, financial and investment matters that Kircher is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of Kircher's own professional advisors, to the extent that Kircher has deemed appropriate, Kircher has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Securities and the consequences of the Option Agreement and this Subscription Agreement. Kircher has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and Kircher is able to bear the risks associated with an investment in the Securities and its authority to acquire the Securities.

(ii) Kircher is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933 (the "Securities Act"). Kircher agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the acquisition and sale of the Securities. Kircher acknowledges that Kircher has completed the Investor Questionnaire contained in Appendix A and that the information contained therein is complete and accurate as of the date thereof and is hereby affirmed as of the date hereof.

(e) Restrictions on Transfer or Sale of Securities.

(i) Kircher is acquiring the Securities solely for Kircher's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities within the United States. Kircher understands that the Securities have not been registered under the Securities Act or the securities laws of any state by reason of specific exemptions

under the provisions thereof which depend in part upon the representations made by Kircher in this Subscription Agreement. Kircher understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) Kircher understands that the Securities are not registered under the U.S. Securities Act or any U.S. state securities laws; that by virtue of the provisions of certain rules promulgated under the U.S. Securities Act relating to "restricted securities" must be held by Kircher indefinitely, unless and until subsequently registered under the U.S. Securities Act and/or applicable state securities laws, or unless and exemption from such registration is available; and that the Company is under no duty to undertake any such registration. Kircher understands further that if the Securities are held in a U.S. brokerage account, an electronic notation describing the restrictions set forth above may be reflected on the account; provided, that for so long as the Company remains a "foreign issuer" as defined in Regulation S under the U.S. Securities Act, the Securities may, subject to the provisions of Section 5 hereof, be freely resold in compliance with Regulation S under the U.S. Securities Act (which compliance shall be deemed established by Kircher's delivery of a Declaration in the form attached hereto as Appendix "B") and through the facilities, and in compliance with the rules, of the Australian Securities Exchange..

(iii) Other than as provided in the foregoing subparagraph 4(e)(ii), (A) Kircher will not sell, assign, pledge, give, transfer or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, except pursuant to a registration of the Securities under the Securities Act and all applicable state securities laws, or in a transaction which is exempt from the registration provisions of the Securities Act and all applicable state securities laws and (B) the Company and its affiliates shall not be required to give effect to any purported transfer of such Securities except upon compliance with the foregoing restrictions, which compliance shall be established by an opinion of counsel, in form and substance acceptable to the Company, which acceptance shall not be unreasonably withheld.

(iv) Kircher acknowledges that neither the Company nor any other person offered to sell the Securities to it by means of any form of general solicitation or advertising, including but not limited to: (A) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio or (B) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

#### 5. Australian Securities Law.

(a) Richmond represents and covenants to Kircher that the Securities are being issued in accordance with all applicable laws and rules and regulations in Australia, including those applicable to companies listed on the Australian Securities Exchange (the "ASX") and that the Securities will not be subject to any hold periods, resale restrictions or restrictive legends under any applicable Australian law, rule or restriction. Richmond covenants to use its reasonable efforts to maintain its listing on the ASX (or any successor thereto) for a period of at least 36 months following the issuance of the Securities and to release to the ASX within five business days of the issue of the Securities a notice complying with sections 708A(5) and (6) of the Corporations Act 2001 (Cth), to enable the Shares to be traded without restrictions (the "Cleansing Notice"). Richmond warrants that it is able to release and that there is nothing to prevent Richmond from releasing a Cleansing Notice to the ASX within 5 business days of the issuance of the Securities.

(b) The common stock of Richmond is currently listed on the Australian Securities Exchange Limited (the "ASX"). Richmond will, in accordance with the listing rules of the ASX,

immediately following the Closing make application for the official quotation of the Securities on the ASX. No restriction on transfer of the shares exists under Australia law, and the Securities will be freely tradable on the ASX following the granting of official quotation by the ASX.

6. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

7. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or Kircher without the prior written consent of the other party.

8. Waiver of Jury Trial. KIRCHER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

9. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, acquisition or sales of the Securities by Kircher ("Proceedings"), Kircher irrevocably submits to the jurisdiction of the federal or state courts located in Las Vegas, Nevada, which submission shall be exclusive unless none of such courts has lawful jurisdiction over such Proceedings.

10. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

11. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

12. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

13. Notices. All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

<i>If to the Company:</i>	Richmond Mining Limited
	P.O. Box 566
	Belmont, Western Australia, 6984
	Facsimile: 61 8 9277 6818
	E-mail: mike.higginson@iinet.net.au
	Attention: Michael Higginson
	Company Secretary



*with a copy to:*

Greenberg Traurig  
3773 Howard Hughes Parkway  
Suite 400 North  
Las Vegas, Nevada 89169  
Facsimile: 702-792-9002  
E-mail: brewerjn@gtlaw.com  
Attention: John N. Brewer

*If to Kircher:*

Kircher Mine Development LLC  
1331 Antelope Valley Road  
Reno, Nevada 89506  
Facsimile: 775-970-5131  
E-mail: joe\_kircher@prodigy.net  
Attention: Joe Kircher

*with a copy to:*

Harris, Mericle & Wakayama  
901 Fifth Avenue, Suite 4100  
Seattle, Washington 98164  
Facsimile: 425-742-4676  
E-mail: jbmericle@comcast.net  
Attention: Mr. John Mericle

14. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

15. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement on June \_\_, 2011.

**COMPANY**

RICHMOND MINING LIMITED,  
an Australian corporation

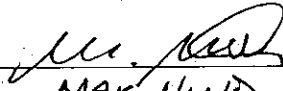
**KIRCHER**

KIRCHER MINE DEVELOPMENT LLC,  
a Nevada limited-liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Name: MAX HIND  
Title: MANAGING DIRECTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement on June \_\_\_, 2011.

**COMPANY**

RICHMOND MINING LIMITED,  
an Australian corporation

**KIRCHER**

KIRCHER MINE DEVELOPMENT LLC,  
a Nevada limited-liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *J. Kircher*  
Name: *Joe Kircher*  
Title: *Manager*

APPENDIX A  
INVESTOR QUESTIONNAIRE

This Investor Questionnaire (this "Questionnaire") is being completed in connection with that certain Subscription Agreement (the "Subscription Agreement") dated June \_\_, 2011 by and between Richmond Mining Limited (the "Company") and Kircher Mine Development LLC ("Kircher"). Capitalized terms used but not defined herein shall have the meaning set forth in the Subscription Agreement.

The Company will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Securities is exempt from the registration requirements of the Securities Act.

**ACCORDINGLY, KIRCHER IS OBLIGATED TO READ THIS QUESTIONNAIRE CAREFULLY AND TO ANSWER THE ITEMS CONTAINED HEREIN COMPLETELY AND ACCURATELY.**

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, Kircher understands and agrees that the Company may present, upon giving prior notice to Kircher, this Questionnaire to such parties as the Company deems appropriate if called upon to establish that the issuance of the Securities (i) is exempt from the registration requirements of the Securities Act or (ii) meets the requirements of applicable state securities laws; provided however that the Company need not give prior notice to Kircher of its presentation of this Questionnaire to the Company's regularly employed legal, accounting and financial advisors.

PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING THIS QUESTIONNAIRE.

Kircher should answer each question on the Questionnaire. If the answer to a particular question is "None" or "Not Applicable," please so state. If the Questionnaire does not provide sufficient space to answer a question, please attach a separate schedule to your executed Questionnaire that indicates which question is being answered thereon. Persons having questions concerning any of the information requested in this Questionnaire should consult with their lawyer, accountant or other financial advisor.

**PART I—KIRCHER**

Please check the appropriate description which applies to Kircher.

- (a) A bank, as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.
- (b) A broker dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.
- (c) An insurance company, as defined in Section 2(13) of the Securities Act.
- (d) An investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that act.
- (e) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- (f) A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of \$5 million.
- (g) An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment is being made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, an insurance company, or a registered investment adviser, or an employee benefit plan with total assets in excess of \$5 million.
- (h) A private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- (i) A corporation, Massachusetts or similar business trust, or partnership, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that was not formed for the specific purpose of acquiring the Securities, and that has total assets in excess of \$5 million.
- (j) A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.
- (k) An entity in which all of the equity owners are accredited investors and meet the criteria listed in Part II of this Questionnaire.

If you checked (k), please complete the following part of this question:

- (1) List all equity owners: *Joseph Kircher*
- (2) Have each equity owner respond individually to Part II of this Questionnaire.

[Signature Page Follows]

IN WITNESS WHEREOF, Kircher has executed Part I of this Questionnaire on June \_\_\_\_, 2011.

**Kircher Mine Development LLC**

By: *JK Kircher*  
Name: Joseph Kircher  
Title: Manager  
Date: 6/16/11

STATE OF Nevada

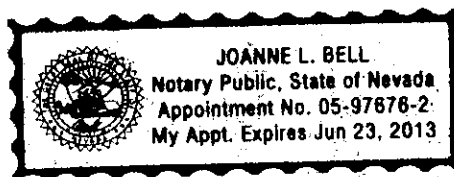
ss.

COUNTY OF Washoe

Subscribed and sworn to before me this 16<sup>th</sup> day of June, 2011,  
by Joseph Kircher.

WITNESS my hand and official seal.  
My commission expires: June 23, 2013

*Joanne L. Bell*  
Notary Public



**PART II—OWNERS OF KIRCHER**

If (1)(k) was selected in Part I, please check the appropriate representation that applies to each owner of Kircher. Add additional pages as needed for additional owners.

I, Joseph Kircher am an Accredited Investor (as defined in Rule 501 of Regulation D promulgated under the Securities Act) because I certify that (check all appropriate descriptions that apply):

- (a)  I am a natural person whose individual net worth, or joint net worth with my spouse, exceeds \$1,000,000. For purposes of this item, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the value of a person's primary home) over total liabilities (excluding any mortgage on the primary home in an amount of up to the home's fair market value, but including any mortgage amount in excess of the home's fair market value).
- (b)  I am a natural person who had individual income exceeding \$200,000 in each of the last two calendar years and I have a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this item, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.
- (c)  I am a natural person who had joint income with my spouse exceeding \$300,000 in each of the last two calendar years and I have a reasonable expectation of reaching the same income level in the current calendar year, as defined above.
- (d)  I am a director, executive officer or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company. (Executive officer means the president; any vice president in charge of a principal business unit, division or function, such as sales, administration or finance; or any other person or persons who perform(s) similar policymaking functions for the Company.)

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed Part II of this Questionnaire on June \_\_\_\_\_, 2011.

By: *J Kircher*  
Name: Joseph Kircher

Date: 6/16/11

STATE OF Nevada

ss.

COUNTY OF Washoe

Subscribed and sworn to before me this 16th day of June, 2011,

by Joseph Kircher.

WITNESS my hand and official seal.  
My commission expires: June 23, 2013

*Joanne L Bell*  
Notary Public





APPENDIX B

DECLARATION

TO: Richmond Mining Limited (the "Company") and its Registrar/Transfer Agent.

The undersigned (A) acknowledges that the sale of \_\_\_\_\_ common shares represented by Certificate Number(s) \_\_\_\_\_ [if certificated], to which this declaration relates, is being made in reliance on Rule 904 of Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Company or a "distributor", as defined in Regulation S, or an affiliate of a "distributor"; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Australian Securities Exchange, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; and (3) neither the seller nor any person acting on its behalf engaged in any directed selling efforts in connection with the offer and sale of such securities.

Terms used herein have the meanings as used in Regulation S.

KIRCHER MINE DEVELOPMENT LLC

By: \_\_\_\_\_  
Signature of Authorized Person

Dated: \_\_\_\_\_

Name \_\_\_\_\_  
(please print)