

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

To Company Name/Scheme Resource Mining Corporation Limited

ACN/ARSN 008 045 083

1. Details of substantial holder(1)

Name Kabunga Holdings Pty Ltd <Kabunga Family A/C>

ACN/ARSN (if applicable) 166 309 039

There was a change in the interests of the
substantial holder on05 / 10 / 2022

The previous notice was given to the company on

14 / 07 / 2022

The previous notice was dated

14 / 07 / 2022**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	70,711,936	16.91%	123,932,678	24.61%

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
05/10/2022	Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Fully paid ordinary shares acquired by way of repayment by Resource Mining Corporation Limited of an amount of \$649,186 owing to Kabunga Holdings Pty Ltd which is detailed in the ASX announcement lodged on 17 May 2022.	Fully paid ordinary shares acquired by way of repayment by Resource Mining Corporation Limited of an amount of \$649,186 owing to Kabunga Holdings Pty Ltd which is detailed in the ASX announcement lodged on 17 May 2022.	Fully paid ordinary shares 10,470,742	10,470,742
06/10/2022	Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Fully paid ordinary shares acquired in connection with Resource Mining Corporation Limited's (Company) acquisition of all of the share capital in Massive Nickel Pty Ltd, as disclosed in the Company's ASX announcement dated 9 May 2022 and titled "Proposed Nickel Projects Acquisition – Tanzania". For further information, see section 6 of the explanatory memorandum which accompanies the Company's notice of meeting lodged with ASX on 18 August 2022 and Annexure A (Annexure A is comprised of 29 pages), which contains a copy of the relevant agreement which gives rise to the relevant interest in these shares.	Non-cash consideration for the acquisition of Massive Nickel Pty Ltd.	Fully paid ordinary shares 42,750,000	42,750,000

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
Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Direct – power to dispose	Fully paid ordinary shares	123,932,678

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
-	-

6. Addresses

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

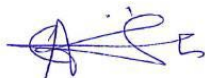
Name	Address
Kabunga Holdings Pty Ltd <Kabunga Family A/C>	Unit 19E 14-18 Kings Park Ave Crawley WA 6009

Signature

print name Asimwe Kabunga

Capacity Director

sign here



Date 6 October 2022

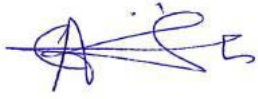
DIRECTIONS

- (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 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.
- (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.

Annexure A

This is the annexure of 29 pages (including this page) marked Annexure A mentioned in the Form 604 "Notice of change of interests of substantial holder" signed by me and dated 6 October 2022.



Name: Asimwe Kabunga

Capacity: Director

Date: 6 October 2022

Resource Mining Corporation Limited

Kabunga Holdings Pty Ltd

Share Swap Deed

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Date 8 May 2022

Parties

Resource Mining Corporation Limited ACN 008 045 083 of Ground Floor, 16 Ord Street, West Perth, Western Australia 6005 (**RMC**)

Kabunga Holdings Pty Ltd ACN 166 309 039 of Unit 19E, 16 Kings Park Avenue, Crawley, Western Australia 6009 (**Kabunga Holdings**)

Background

- A Massive Nickel Pty Ltd (**Company**) is the legal and beneficial holder of 99% of the issued share capital in Massive Nickel Tanzania Limited (**Massive Nickel Tanzania**). Massive Nickel Tanzania holds 100% of the legal and beneficial interests in the Licences and has made the Licence Applications.
 - B Kabunga Holdings is the legal and beneficial owner of all of the issued share capital in the Company.
 - C RMC wishes to acquire, and Kabunga wishes to sell, 100% of the issued share capital in the Company (being the **Sale Share**) on the terms and conditions set out in this document.
-

Agreed terms

1 Definitions

Unless the contrary intention appears, these meanings apply:

ASIC	The Australian Securities and Investments Commission.
ASX	ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Business Day	A day that is not a Saturday, Sunday or public holiday in Perth, Western Australia.
Claim	Includes a claim, notice, complaint, dispute, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this document.

Company	Massive Nickel Pty Ltd ACN 646 493 263, having the particulars set out in Part A of schedule 1.
Completion	Completion of the sale and purchase of the Sale Share in accordance with the terms and conditions of this document.
Completion Date	The day which is 5 (five) Business Days after the conditions precedent under clause 2.1 are satisfied (or waived where permitted).
Consideration Shares	75,000,000 ordinary fully paid shares in the capital of RMC.
Constitution	The constituent documents of RMC in force from time to time.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Cut-Off Date	The date which is 4 months after (and not including) the date of this document, or such later date as the parties may agree in writing.
Deal or Dealing	<ul style="list-style-type: none"> (a) Sell, assign, transfer or otherwise dispose of or agree or offer to sell, assign, transfer or otherwise dispose of (including without limitation by way of gift, trust or grant or exercise of an option); (b) do or omit to do any act if the act or omission would have the effect of directly or indirectly transferring effective ownership or control of any legal or beneficial interest; (c) enter into any option or grant any right which, if exercised, enables or requires Kabunga Holdings to sell, assign, transfer or otherwise dispose of; (d) use as collateral; or (e) decrease an economic interest in.
Disclosure Material	All information (in whatever form) made available by or on behalf of Kabunga Holdings to RMC or any of its representatives in relation to the Company, Massive Nickel Tanzania, the Licences or the Licence Applications.
Encumbrance	<ul style="list-style-type: none"> (a) Security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or flawed deposit arrangement; (b) right, interest or arrangement which has the effect of giving another person a preference, priority or

	<p>advantage over creditors including any right of set-off; or</p> <p>(c) third party right or interest or any right arising as consequence of the enforcement of a judgment, or any agreement to create any of them or allow them to exist.</p>
Fairly Disclosed	Fully and fairly disclosed so that RMC could reasonably be expected to consider and understand the nature, import and significance of the fact, matter or circumstances disclosed.
Government Agency	Any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity or any other person who is charged with the administration of a law.
Independent Expert	The independent expert appointed by the Company for the purposes of providing an opinion on the fairness and reasonableness of the transactions contemplated by this document, including the issue of the Consideration Shares to Kabunga Holdings, as contemplated by ASIC Regulatory Guide 111.
Licence Applications	The licence applications set out in Part C of schedule 1 .
Licences	The licences set out in Part B of schedule 1 and any other licences issued on the grant of a Licence Application.
Listing Rules	The official listing rules of ASX.
Loss	All losses, liabilities, damages, costs, charges, expenses, debts, obligations, claims, demands, suits, actions and causes of actions, including attorneys' fees, other professionals' and experts' fees, and court or dispute resolution costs.
Massive Nickel Tanzania	Massive Nickel Tanzania Limited, a 99% owned Subsidiary of the Company and having the particulars set out in Part D of schedule 1 .
Nominee	Has the meaning given in clause 4.2 .
Related Body Corporate	Has the meaning given in the Corporations Act.
Restriction Deed	The Restriction Deed in relation to the Consideration Shares.

Royalty Deed	The royalty deed to be entered into by Kabunga Holdings and Massive Nickel Tanzania on or about the Completion Date.
Sale Share	One (1) fully paid ordinary share in the Company, being 100% of the issued share capital of the Company.
Shareholder	A holder of an ordinary fully paid share in the capital of RMC.
Subsidiary	Any subsidiary of the Company or entity (including a trust) that is controlled (as that term is defined in the Corporations Act) by the Company.
Tax	Any tax (including income tax and capital gains tax), levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges.
Tax Act	The <i>Income Tax Assessment Act 1936 (Cth)</i> , the <i>Income Tax Assessment Act 1997 (Cth)</i> or the <i>Tax Administration Act 1953 (Cth)</i> , as the context requires.

2 Condition precedent

2.1 Condition precedent to Completion

Completion is conditional on, and **clauses 3, 6 and 7** do not becoming binding on the parties and are of no force or effect unless and until, the following conditions being either satisfied or waived (or a combination of both) in accordance with this document by the Cut-Off Date:

- (a) **(Due diligence)** RMC being satisfied (in its absolute discretion) with the results of its due diligence enquiries in relation to the Company, Massive Nickel Tanzania, the Licences and the Licence Applications by no later than 1 month after the date of this document;
- (b) **(Independent Expert)** the Independent Expert opining that the transactions contemplated by this document, including the issue of the Consideration Shares to Kabunga Holdings, are fair and reasonable, or not fair but reasonable, to Shareholders, and the Independent Expert not changing its conclusions or withdrawing its report prior to Completion;
- (c) **(Shareholder approval)** the Shareholders in general meeting approving by the appropriate majority the transactions contemplated by this document, including the issue of the Consideration Shares to Kabunga Holdings, for all purposes, including (without limitation) for the purposes of:
 - (i) item 7 of section 611 of the Corporations Act;

- (ii) ASX Listing Rule 10.1; and
- (iii) ASX Listing Rule 11.1.2 (to the extent required);
- (d) **(ASX Listing Rule 11.1.3)** ASX confirming to RMC in writing that ASX Listing Rule 11.1.3 will not be applicable to the transactions contemplated by this document; and
- (e) **(Licence Applications approval)** the Licence Applications being granted such that Massive Nickel Tanzania becomes the registered holder of, and holds 100% of the legal and beneficial interests in, the licences issued on the grant of the Licence Applications, on terms and conditions satisfactory to RMC.

2.2 Satisfaction of conditions precedent

- (a) Each party must use their reasonable endeavours to ensure that the conditions precedent in **clause 2.1** are satisfied as soon as reasonably practicable after the date of this document.
- (b) Each party must notify the other of the occurrence of any facts or circumstances which may result in any of the conditions precedent in **clause 2.1** not being satisfied, or otherwise becoming incapable of being satisfied.

2.3 Waiver of conditions precedent

The conditions precedent in **clause 2.1** are for the benefit of RMC and may only be waived by RMC by notice in writing to Kabunga Holdings.

2.4 Cut-off Date

- (a) Subject to **clause 2.4(b)**, if Completion has not occurred by the Cut-Off Date or a condition precedent has otherwise become incapable of being satisfied in accordance with its terms (and is not otherwise waived in accordance with this document) then either party may terminate this document by notice in writing to the other.
- (b) A party may not terminate this document in accordance with **clause 2.4(a)** where that party is in material breach of a clause of this document.

2.5 Termination

RMC may terminate this document by notice in writing to Kabunga Holdings if ASX confirms to RMC in writing prior to Completion that ASX Listing Rule 11.1.3 will apply to a transaction contemplated by this document.

3 Sale and purchase of Sale Share

3.1 Sale and purchase of Sale Share

Subject to **clause 2**, at Completion, Kabunga Holdings must sell the Sale Share to RMC, and RMC must purchase the Sale Share from Kabunga Holdings, free from all Encumbrances, and together with all rights attaching or accruing to the Sale Share, on the terms and conditions of this document.

3.2 Title and Risk

Ownership of, and risk in, the Sale Share passes from Kabunga Holdings to RMC on Completion.

3.3 RMC nominee

RMC may in its absolute discretion, by providing written notice to Kabunga Holdings no later than two Business Days prior to Completion, nominate any of its Related Bodies Corporate to acquire the Sale Share instead of RMC.

4 Consideration Shares

4.1 Consideration Shares

The purchase price for the Sale Share comprises the issue of the Consideration Shares to Kabunga Holdings at Completion in accordance with **clause 6.3**.

4.2 Nominee

- (a) Subject to **clause 4.2(c)**, the parties agree that Kabunga Holdings may, by written notice to RMC at any time prior to RMC dispatching the notice of meeting seeking the approval the subject of **clause 2.1(c)**, nominate one or more persons or entities (**Nominee**) to subscribe for some of the Consideration Shares (with the number of Consideration Shares to be issued to Kabunga Holdings at Completion to be reduced by a corresponding amount) in accordance with **clause 6.3**.
- (b) If Kabunga Holdings makes a nomination pursuant to **clause 4.2(a)**, Kabunga Holdings must provide to RMC, with the nomination, a document (in the form of a deed poll governed by the laws applicable in Western Australia and in a form acceptable to RMC) duly executed by the Nominee in favour of RMC (**Nominee Confirmation**) which:
 - (i) states:
 - (A) the number of Consideration Shares to be issued to the Nominee; and
 - (B) the full name, address and contact details of that Nominee, and such other details as RMC reasonably requires in order to determine the identity of the Nominee, to confirm that RMC is lawfully able to issue the relevant Consideration Shares to the Nominee and to register the Nominee in the RMC's register of members;
 - (ii) states that the Nominee irrevocably:
 - (A) applies for the relevant Consideration Shares;
 - (B) agrees to be bound by, and to comply with, the Constitution immediately on and from the issue of the relevant Consideration Shares; and

- (C) consents to being named in RMC's register of members in respect of the relevant Consideration Shares on and from the issue of those Consideration Shares;
- (iii) contains representations and warranties in favour of RMC that the following statements will be true and correct as at the Completion Date:
 - (A) the Nominee is subscribing for the relevant Consideration Shares for its own account and not with a view to the distribution or disposal of such shares;
 - (B) if the Nominee does not receive the offer to subscribe for the relevant Consideration Shares in Australia, that the Nominee has received the offer to subscribe for the relevant shares outside of Australia;
 - (C) RMC has not given the Nominee a disclosure document relating to the offer of the relevant Consideration Shares because RMC has relied upon exceptions set out in section 708 of the Corporations Act and/or the fact that the offer of relevant Consideration Shares is received outside of Australia;
 - (D) the Nominee is a person to whom an offer and issue of the relevant Consideration Shares can be made without disclosure as a result of sections 700(4) or 708 of the Corporations Act;
 - (E) the Nominee is a person to whom the relevant Consideration Shares may lawfully be offered and issued in compliance with applicable laws without lodgement, registration or other formality or filing with or by a Government Agency;
 - (F) the Nominee has taken all necessary action to authorise the execution and delivery of the Nominee Confirmation;
 - (G) the Nominee has full power and authority to execute the Nominee Confirmation and can do so without the consent of any other person or, if such consent is required to do so, it has been obtained;
 - (H) the execution and delivery by the Nominee of the Nominee Confirmation complies with each law, regulation, authorisation, ruling, judgment, order or decree of any Government Agency and any encumbrance, security interest or other document which is binding on the Nominee; and
 - (I) the Nominee has made its own enquiries concerning RMC and its business and affairs and RMC makes no representation or gives any warranties to the Nominee; and
- (iv) contains an undertaking in favour of RMC that the relevant Consideration Shares will be held under a voluntary escrow for a

period of six (6) months following the date of issue of the Consideration Shares, that is substantially the same as the undertaking given by Kabunga Holdings in **clause 4.3**.

- (c) Subject to receipt of the duly executed Nominee Confirmation and RMC being satisfied, in its absolute discretion, that the Nominee is a person to whom the relevant Consideration Shares may lawfully be offered and issued in compliance with applicable laws without lodgement, registration or other formality or filing with or by a Government Agency, RMC must at Completion issue to that Nominee the number of Consideration Shares stated in the Nominee Confirmation (with the number of Consideration Shares to be issued to Kabunga Holdings at Completion to be reduced by a corresponding amount) in accordance with **clause 6.3**.
- (d) In no circumstances will the number of Consideration Shares to be issued in aggregate to Kabunga Holdings and any Nominees under this document exceed 75,000,000.

4.3 Escrow

- (a) Kabunga Holdings agrees that the Consideration Shares will be held under a voluntary escrow for a period of six (6) months following the date of issue of the Consideration Shares (**Escrow Period**).
- (b) During the Escrow Period, Kabunga Holdings agrees not to:
 - (i) Deal in any of the Consideration Shares;
 - (ii) Deal in any interest or right in respect of any of the Consideration Shares; or
 - (iii) create or agree or offer to create any Encumbrance over any of the Consideration Shares,without the prior consent of RMC.
- (c) Kabunga Holdings agrees to RMC (through its share registry) applying a holding lock to all of the Consideration Shares for the Escrow Period and agrees to take all necessary steps to ensure that the Consideration Shares are registered and held for Kabunga Holdings on the Issuer Sponsored Subregister during the Escrow Period.
- (d) Upon the expiry of the Escrow Period, RMC will immediately arrange for the removal of the holding lock with respect to all of the Consideration Shares.

4.4 Application, compliance and consent

Execution of this document by Kabunga Holdings constitutes an irrevocable:

- (a) application for the Consideration Shares;
- (b) agreement to be bound by, and to comply with, the Constitution immediately on and from the issue of the Consideration Shares; and

- (c) consent to being named in RMC's register of members in respect of the Consideration Shares on and from the issue of the Consideration Shares.

5 Conduct of business

Until Completion and unless otherwise approved in writing by RMC, Kabunga Holdings must procure that:

- (a) the Company conducts no business other than maintaining its ownership of Massive Nickel Tanzania;
- (b) Massive Nickel Tanzania conducts no business other than maintaining the Licences in good standing and progressing the Licence Applications. RMC must reimburse Massive Nickel Tanzania for the reasonable costs Massive Nickel Tanzania incurs between the date of this document and Completion in maintaining the Licences in good standing and progressing the Licence Applications, subject to Massive Nickel Tanzania providing RMC with invoices and supporting documentation to verify such costs;
- (c) neither the Company nor Massive Nickel Tanzania does, or agrees to do, any of the following:
 - (i) issue, allot or grant any securities or rights to receive securities;
 - (ii) buy back, redeem or otherwise reduce or return any of its share capital or other securities, or make any offer to do so;
 - (iii) declare or pay a dividend, or make any other distribution of its profits;
 - (iv) amend its constitution;
 - (v) dispose of, create any Encumbrance over, grant an option over or declare itself trustee of any of its assets or undertakings;
 - (vi) acquire or dispose of any securities in any other body corporate;
 - (vii) enter into any joint venture or partnership;
 - (viii) terminate or alter any material term of, or do or omit to do anything which might result in the termination or alteration of any material term of, any contract, arrangement or commitment;
 - (ix) employ, or terminate the employment of, any person;
 - (x) institute, settle or compromise any Claim by or against it;
 - (xi) enter into any guarantee or indemnity on behalf of any person or provide security for the obligations of any person;
 - (xii) pass any member resolution;
 - (xiii) forgive any debt owed to it;
 - (xiv) incur any indebtedness or liability;

- (xv) make any election or choice under Tax laws (including but not limited to the Tax Act, if applicable);
- (d) neither the Company nor Massive Nickel Tanzania does, or agrees to do or permit, anything which would or may constitute a breach of Kabunga Holdings' warranties in **clause 8.2**; and
- (e) each of the Company and Massive Nickel Tanzania promptly notifies RMC of any abnormal or unusual events with respect to the Licences, Licence Applications or the occurrence of any event outside the ordinary course of business.

6 Completion

6.1 Time and place of Completion

Completion will take place at 10.00am on the Completion Date at the registered office of RMC or such other time and place agreed by the parties.

6.2 Kabunga Holdings obligations at Completion

At Completion, Kabunga Holdings must deliver to RMC:

- (a) a share transfer form in favour of RMC (or its nominee) in respect of the Sale Share, duly executed by Kabunga Holdings;
- (b) executed releases (in a form satisfactory to RMC) of all Encumbrances (if any) over the Sale Share;
- (c) written resignations with effect from Completion of those directors, secretaries and public officers of the Company and Massive Nickel Tanzania as may be required by RMC, each such resignation to include an acknowledgment that the resigning person has no claim for compensation, remuneration or reimbursement against the Company and Massive Nickel Tanzania (as applicable) in relation to the resigning person's appointment or resignation as a director, secretary or public officer of the Company and Massive Nickel Tanzania (as applicable);
- (d) a written resolution of the Company's sole director, in a form satisfactory to RMC, resolving that, with effect from Completion:
 - (i) the transfer of the Sale Share to RMC be registered and the register of members of the Company be updated accordingly;
 - (ii) a new share certificate be issued in RMC's name (or if applicable, the name of RMC's nominee);
 - (iii) to the extent required by RMC, the resignations of each director, secretary and public officer of the Company be accepted;
 - (iv) the persons nominated by RMC be appointed as a director, secretary and public officer of the Company, subject to receipt of any necessary consents to act (RMC may advise appointments to occur at a later date); and

- (v) the registered office of the Company be changed to the registered office of RMC or such address as advised in writing by RMC;
- (e) a written resolution of Massive Nickel Tanzania, in a form satisfactory to RMC, resolving that, with effect from Completion:
 - (i) to the extent required by RMC, the resignations of each director, secretary and public officer of Massive Nickel Tanzania be accepted; and
 - (ii) the persons nominated by RMC be appointed as a director, secretary and public officer of Massive Nickel Tanzania, subject to receipt of any necessary consents to act (RMC may advise appointments to occur at a later date);
- (f) details of the ASIC corporate key of the Company;
- (g) give to RMC the books and records of the Company and Massive Nickel Tanzania including:
 - (i) all statutory registers, minute books and other record books, financial records, including asset registers, management accounts, budgets, ledgers, journals, books of account and other records of the Company and Massive Nickel Tanzania and the common seal, if any, of each of the Company and Massive Nickel Tanzania;
 - (ii) all financial records and reports of each of the Company and Massive Nickel Tanzania in proper order and entered up to Completion, including documents such as copies of Tax returns and Tax assessments and records such as cashbooks and journals; and
 - (iii) every other document and record in its possession relating to the Company, Massive Nickel Tanzania, the Licences or the Licence Applications;
- (h) a copy of the Royalty Deed duly executed by each of Kabunga Holdings and Massive Nickel Tanzania; and
- (i) such other matters as RMC may reasonably require in order to give effect to the transactions the subject of this document.

6.3 RMC's obligations at Completion

At Completion, RMC must allot and issue the Consideration Shares to Kabunga Holdings and (if applicable) any Nominee.

6.4 Simultaneous actions at Completion

In respect of Completion:

- (a) the obligations of the parties at Completion are interdependent;
- (b) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date;
- (c) if any action which is required to occur at Completion under this document does not occur at Completion then:

- (i) there is no obligation on any party to take any other such actions under this document; and
- (ii) to the extent that any such actions have already occurred under this document, the parties must do everything reasonably required to reverse those actions, including returning any delivery or payment,

in each case without prejudice to any other rights that any party may have in respect the action not having occurred.

7 Period after Completion

As soon as practical following Completion occurring, and in any event two Business Days of Completion occurring, RMC must:

- (a) cause Kabunga Holdings and (if applicable) any Nominee to be registered as the holder of the Consideration Shares in RMC's register of members;
- (b) apply for quotation for the Consideration Shares on the ASX and do all things reasonably necessary to ensure that the Consideration Shares are quoted as soon as practicable on such terms and conditions as are usual for quotation of securities;
- (c) notwithstanding the escrow of the Consideration Shares, either:
 - (i) provide ASX with a notice in relation to the Consideration Shares in accordance with section 708A(5)(e) and which complies with section 708A(6) of the Corporations Act (**Cleansing Notice**); or
 - (ii) if RMC would be unable to provide to ASX a Cleansing Notice in respect of the Consideration Shares in accordance with **clause 7(c)(i)** because it is unable to comply with the requirements of sections 708A(5)(e) and 708A(6) of the Corporations Act (including where trading in RMC's ordinary fully paid shares on ASX was suspended for more than a total of five days in the preceding 12 month period), lodge a disclosure document (as defined in the Corporations Act) with ASIC that satisfies the requirements of Part 6D.2 of the Corporations Act and enables the Consideration Shares to be freely tradeable pursuant to section 708A(11) of the Corporations Act; and
- (d) take all steps to procure the delivery to Kabunga Holdings and (if applicable) any Nominee of a holding statement evidencing that the Consideration Shares have been issued and allotted to that person.

8 Warranties and acknowledgements

8.1 General warranties

Each party represents and warrants to the other that each of the following statements is true and correct as at the date of this document and will be true and correct at all times up to (and including) the Completion Date:

- (a) it has been incorporated or formed in accordance with the laws of its place of incorporation;
- (b) it has power to enter into this document, to comply with its obligations under this document and exercise its rights under this document;
- (c) it enters into this document in its personal capacity and not as trustee of a trust or as the agent, trustee, nominee, attorney or representative of any other person;
- (d) the entry by it into, its compliance with its obligations and the exercise of its rights under, this document do not and will not conflict with:
 - (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded; or
 - (ii) any law binding on or applicable to it or its assets;
- (e) it has in full force and effect each authorisation necessary for it to enter into this document, to comply with its obligations and exercise its rights under this document, and to allow them to be enforced; and
- (f) it is able to pay its debts as and when they become due and payable.

8.2 Kabunga Holdings warranties

Kabunga Holdings represents and warrants to RMC that each of the following statements is true and correct as at the date of this document and will be true and correct at all times up to (and including) the Completion Date:

- (a) it is the registered, legal and beneficial holder of the Sale Share;
- (b) the Sale Share constitutes 100% of the issued and outstanding shares of the Company and is free from Encumbrances and any competing rights, including pre-emptive rights or rights of first refusal;
- (c) it has complete and unrestricted power and right to transfer the Sale Share to RMC;
- (d) the Sale Share was validly issued and are fully paid and no money is owing in respect of it;
- (e) all of the information in **schedule 1** is true and correct in all respects;
- (f) the Company and Massive Nickel Tanzania have at all times conducted their respective businesses in accordance with all applicable laws and regulations;

- (g) the Company does not hold any securities other than its shareholding in Massive Nickel Tanzania as set out in **schedule 1**, and does not hold any interests in any joint venture or any other enterprise whatsoever;
- (h) neither the Company nor Massive Nickel Tanzania is under any obligation to issue, and no person, that is not a party to this document, has a right to call for the issue or transfer (or to restrict free transfer) of, any share or other security at any time;
- (i) the information in the Disclosure Material is accurate and is not misleading or deceptive;
- (j) Kabunga Holdings has Fairly Disclosed all information that would reasonably be considered material to the decision by a purchaser for value of all of the issued share capital of the Company and Massive Nickel Tanzania, the Licences and the Licence Applications, as to whether to proceed with the transactions evidenced by this document on the terms set out in this document;
- (k) Kabunga Holdings has not knowingly withheld any information that would render the Disclosure Materials misleading or deceptive;
- (l) the Licences are in good standing, valid and enforceable, free and clear from any liens or charges or administrative challenges and there is no royalty payable in relation to the Licences other than the Royalty Deed and those required to be paid under applicable law;
- (m) the Licence Applications have been validly made by Massive Nickel Tanzania, and Kabunga Holdings is not aware of any reason why the Licence Applications will not be granted on the terms set out in those applications;
- (n) no person(s) other than Massive Nickel Tanzania owns or possesses any rights to explore or right to prospect for minerals or to mine the same on any part of the area of the Licences or the Licence Applications nor has any person any right to acquire by pledge or otherwise any legal or beneficial interest in the Licences or the Licence Applications;
- (o) Massive Nickel Tanzania has complied with the terms and conditions of the Licences, which are in good standing and are not subject to any unusual conditions, and all applications for renewal have been made within the required time;
- (p) no party has any right (whether subject to conditions or not) to:
 - (i) acquire or require the disposal of any Licences or Licence Applications;
 - (ii) terminate or vary any material agreement in relation to the Licences or Licence Applications; or
 - (iii) accelerate or adversely modify the performance of any obligations or any material agreements, contracts or other legal arrangements relevant to any of the Licences or Licence Applications;

- (q) the Company is a resident of Australia for Australian Tax purposes and does not have any permanent establishment in a country outside Australia;
- (r) neither the Company nor Massive Nickel Tanzania have any liabilities in respect of unpaid and/or unassessed Taxes, and neither the Company nor Massive Nickel Tanzania will on any date in the future become subject to Taxes referable to any time prior to, or to any period (or part thereof) ending on or before, the Completion Date;
- (s) all Tax returns filed on or before Completion (or to be filed after Completion) for and on behalf of the Company and Massive Nickel Tanzania:
 - (i) have been or will be prepared, made and lodged by the due dates for filing such returns;
 - (ii) have been prepared or made in accordance with the relevant Tax law (including but not limited to the Tax Act, if applicable);
 - (iii) have been prepared or made having taken reasonable care and with full and true disclosure (to the extent required by law); and
 - (iv) do not contain any statement that is false, misleading or deceptive, whether by omission or otherwise;
- (t) each of the Company and Massive Nickel Tanzania have maintained and hold at the Completion Date proper, accurate and adequate records to enable it to comply in all material respects with its obligations under Tax law (including but not limited to the Tax Act, if applicable);
- (u) there are no material actions, suits, arbitrations, legal or administrative proceedings commenced by or against the Company or Massive Nickel Tanzania or, so far as Kabunga Holdings is aware, are threatened or pending against the Company or Massive Nickel Tanzania.
- (v) it is subscribing for the Consideration Shares for its own account and not with a view to the distribution or disposal of such Consideration Shares;
- (w) RMC has not given to it a disclosure document relating to the offer of the Consideration Shares because RMC has relied upon exceptions set out in section 708 of the Corporations Act;
- (x) it is a person to whom an offer and issue of the Consideration Shares can be made without disclosure as a result of sections 708(8) – (12) of the Corporations Act; and
- (y) it has made its own enquiries concerning RMC and its business and affairs and RMC makes no representation or warranties to Kabunga Holdings other than those set out in this document.

8.3 RMC warranties

RMC represents and warrants to Kabunga Holdings that, as at the date of issue of the Consideration Shares:

- (a) the Consideration Shares will, upon issue, be fully paid;
- (b) the Consideration Shares will rank equally in all respects with existing issued ordinary fully paid shares in RMC;
- (c) the Consideration Shares will, subject to the escrow referred to in **clause 4.3**, be issued free from all competing rights (including pre-emptive rights or rights of first refusal), Encumbrances and other third party rights; and
- (d) it has complete and unrestricted power and right to issue the Consideration Shares to Kabunga Holdings on the terms of this document.

8.4 Independent warranties

Each warranty is separate and independent and not limited by reference to any other warranty or any notice or waiver given by any party in connection with anything in this document.

8.5 Indemnity

Subject to **clause 9**, each party agrees to indemnify the other from any liability or loss (but excluding consequential or indirect loss or loss of profits) that may be incurred or sustained by that other party or its Related Body Corporate as a result of any of the warranties set out in this **clause 8** not being true and complete when given.

8.6 Tax Indemnity

Kabunga Holdings indemnifies each of RMC, the Company and Massive Nickel Tanzania, and must pay RMC, the Company or Massive Nickel Tanzania the amount of:

- (a) any Tax payable by the Company or Massive Nickel Tanzania in relation to the period, or part period, up to and including Completion; and
- (b) Tax costs incurred by or on behalf of the Company or Massive Nickel Tanzania to the extent those Tax costs arise from or relate to matters for which Kabunga Holdings may be liable for under **clause 8.6(a)**.

8.7 Survival

The representations and warranties in **clause 8** (including those incorporated by reference) survive the execution of this document and the transfer of the Sale Share.

8.8 Acknowledgements

- (a) Each party acknowledges that the other party has entered into this document in reliance on the covenants, warranties, representations and undertakings set out in this document.
- (b) Each party acknowledges that, as at the date of issue of the Consideration Shares, RMC is not issuing the Consideration Shares with the purpose of Kabunga Holdings selling or transferring, or otherwise issuing or transferring interests in or options over, those Consideration Shares.

9 Limitations on Claims

9.1 Time limits

Kabunga Holdings is not liable for a Claim for breach of the warranties in **clause 8.2** unless RMC has notified Kabunga Holdings of the Claim before the date that is 18 months after the date of this document, or in respect of any warranty relating to Tax or the Tax indemnity under **clause 8.6**, within five years of the Claim arising.

9.2 Disclosure

RMC acknowledges and agrees that Kabunga Holdings is deemed to have disclosed against the warranties in **clause 8.2**, and RMC is aware of, and will be treated as having actual knowledge of, all facts, matters and circumstances that:

- (a) are provided for or described in this document;
- (b) are Fairly Disclosed to RMC in the Disclosure Materials; or
- (c) are disclosed on any public register maintained by ASIC on the date immediately prior to the date of this document.

9.3 Other limitations

Kabunga Holdings is not liable for a Claim (other than a Claim arising under the Tax indemnity in **clause 8.6**) to the extent the Claim:

- (a) arises from a contingent Loss, unless and until the Loss becomes an actual Loss and is due and payable;
- (b) arises from anything done after Completion by or on behalf of RMC or the Company;
- (c) could only have been avoided by Kabunga Holdings breaching its obligations at law or under this document;
- (d) arises from:
 - (i) the enactment or amendment of any legislation or regulations; or
 - (ii) a change in the judicial or administrative interpretation of the law, that comes into effect after Completion, including legislation, regulations, amendments, interpretation, practice or policy that has a retrospective effect;
- (e) would not have arisen but for a change after Completion in accounting policy or practice of the Company that applied before to Completion;
- (f) is not a reasonable legal cost;
- (g) is special loss or damage, indirect loss or damage or consequential loss or damage; or
- (h) is remediable, provided it is remedied to the satisfaction of RMC acting reasonably within 30 Business Days of receipt by Kabunga Holdings of written notice of the Claim.

10 Confidentiality and announcements

10.1 Public announcements

- (a) The parties agree that immediately after signing this document, RMC will make an announcement to the ASX that is substantially in the form agreed by the parties before executing this document.
- (b) Subject to **clauses 10.1(a) and 10.2**, no party may make an announcement or disclose information relating to the subject matter of this document other than to its own directors, offices, employees, agents and advisers unless the announcement or disclosure has the prior approval of the other parties.

10.2 Public announcements required by law

Clause 10.1(b) does not apply to a public announcement or disclosure required by law or a regulation of a stock or securities exchange or any Government Agency.

11 GST

11.1 Definitions and interpretation

For the purposes of this clause:

- (a) “**GST Act**” means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- (b) a term which has a defined meaning in the GST Act has the same meaning when used in this clause, unless the contrary intention appears; and
- (c) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

11.2 GST exclusive

Unless this document expressly states otherwise, all consideration to be provided under this document is exclusive of GST.

11.3 Payment of GST

- (a) If GST is payable, or notionally payable, on a supply in connection with this document, the party providing the consideration for the supply agrees to pay to the supplier an additional amount equal to the amount of GST payable on that supply (“**GST Amount**”).
- (b) Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time as the GST-exclusive consideration for the supply, or the first part of the GST-exclusive consideration for the supply (as the case may be), is payable or is to be provided.

- (c) This clause does not apply to the extent that the consideration for the supply is expressly stated to include GST or the supply is subject to a reverse-charge.

11.4 Adjustment events

If an adjustment event arises for a supply made in connection with this document, the GST Amount must be recalculated to reflect that adjustment. The supplier or the recipient (as the case may be) agrees to make any payments necessary to reflect the adjustment and the supplier agrees to issue an adjustment note.

11.5 Reimbursements

Any payment, indemnity, reimbursement or similar obligation that is required to be made in connection with this document which is calculated by reference to an amount paid by another party must be reduced by the amount of any input tax credits which the other party (or the representative member of any GST group of which the other party is a member) is entitled. If the reduced payment is consideration for a taxable supply, **clause 11.3** will apply to the reduced payment.

12 Notices

12.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

12.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) emailed to the current email address for notices.

12.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially as follows:

RMC:

Delivery address: Ground Floor, 16 Ord Street, West Perth, Western Australia 6005, Australia

Postal address: Ground Floor, 16 Ord Street, West Perth, Western Australia 6005, Australia

Email: rmc@resmin.com.au

Attention: Company Secretary

Kabunga Holdings:

Delivery address: Unit 19E, 16 Kings Park Avenue, Crawley, Western Australia 6009, Australia

Postal address: As above

Email: asimwe@gmail.com

Attention: Asimwe Kabunga

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

12.4 Communications by post

Subject to **clause 12.6**, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

12.5 Notices by email

Subject to **clause 12.6**, a notice sent by email is taken to be received at the time the email was sent, as recorded on the device from which the sender sent the email (provided the sender does not receive a delivery failure message).

12.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

12.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 12** or in accordance with any applicable law.

13 General

13.1 Costs and duty

- (a) The parties agree to pay their own costs in connection with the preparation, negotiation, execution and completion of this document.
- (b) RMC agrees to pay all duty (including fines and penalties) chargeable, payable or assessed in relation to this document and any document entered into or signed under this document.

13.2 Waiver and amendment

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- (c) This document may only be varied or replaced by a document executed by the parties.

13.3 Severability

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this document or is contrary to public policy.

13.4 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

13.5 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.6 Entire agreement

This document constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

13.7 General interpretation

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;

- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Perth, Western Australia;
 - (vii) '\$' or 'dollars' is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, party, schedule or annexure is a reference to a clause of, or a party, schedule or annexure to, as the case may be, this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

13.8 Headings

Headings do not affect the interpretation of this document.

13.9 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

Schedule 1

Part A – The Company

Company name:	Massive Nickel Pty Ltd
Registration number:	ACN 646 493 263
Place of incorporation:	Western Australia
Registered office:	Unit 19E, 14-18 Kings Park Avenue, Crawley, Western Australia 6009, Australia
Issued share capital:	1 ordinary share
Number of securityholders:	One
Registered shareholder:	Kabunga Holdings Pty Ltd
Beneficial shareholder:	Kabunga Holdings Pty Ltd
Officeholders:	Asimwe Matungwa Herman Kabunga – director and company secretary

Part B – The Licences

Licence	Holder
PL/16943/2021	Massive Nickel Tanzania Limited
PL 11726/2021	Massive Nickel Tanzania Limited
PL 11724/2021	Massive Nickel Tanzania Limited

Part C – The Licence Applications

Licence Application	Applicant
PL/16944/2021	Massive Nickel Tanzania Limited
PL/17155/2021	Massive Nickel Tanzania Limited
PL/17041/2021	Massive Nickel Tanzania Limited
PL/16942/2021	Massive Nickel Tanzania Limited
PL/17015/2021	Massive Nickel Tanzania Limited
PL/17503/2021	Massive Nickel Tanzania Limited
PL/17505/2021	Massive Nickel Tanzania Limited
PL/17687/2021	Massive Nickel Tanzania Limited
PL/17757/2021	Massive Nickel Tanzania Limited
PL/17511/2021	Massive Nickel Tanzania Limited

PL/17504/2021	Massive Nickel Tanzania Limited
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Part D – Massive Nickel Tanzania Limited

Company name:	Massive Nickel Tanzania Limited
Registration number:	146829457
Place of incorporation:	Tanzania
Registered office:	Region Dar Es Salaam, District Kinondoni, Ward Msasani, Postal Code 14111, Street Msasani Peninsula, Golden Heights 1st floor ,Wing B,Unit 1iBI102 Chole Road PO.Box 80003 Tanzania
Issued share capital:	2,000 Shares (Value 1,000 TZS each). Nominal Value 2,000,000 TZS
Number of securityholders:	Two
Registered shareholder:	Massive Nickel Pty Ltd – Ninetynine (99) Shares Leticia Herman Kabunga – One (1) Share
Beneficial shareholder:	Massive Nickel Pty Ltd – Ninetynine (99) Shares Leticia Herman Kabunga – One (1) Share
Officeholders:	Leticia Herman Kabunga – director Jovitha Charles Joseph - director Leticia Herman Kabunga – company secretary

Execution

Executed as a deed.

Executed by Resource Mining Corporation Limited)
)



.....
Director

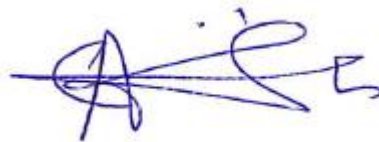
David Round
.....
Name of Director (print)



.....
Director

Trevor Matthews
.....
Name of Director (print)

Executed by Kabunga Holdings Pty Ltd)
)



.....
Sole Director and Sole Company
Secretary

Asimwe Kabunga
Name of Sole Director and Sole Company
Secretary (print)