

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme AuKing Mining Limited

ACN/ARSN ACN 070 859 522

1. Details of substantial holder (1)

Name AuKing Mining Limited

ACN/ARSN (if applicable) ACN 070 859 522

There was a change in the interests of the
substantial holder on 8 June 2021
The previous notice was given to the company on 2 June 2021
The previous notice was dated 2 June 2021

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)
Ordinary	2,500,000	9.88%	13,429,069	22.27%

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	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
8 June 2021	AuKing Mining Limited	Restrictions on the disposal of shares under either ASX imposed (see Annexure B) or voluntary escrow arrangements (see Annexure C) with those persons listed in Annexure A gives AuKing Mining Limited a deemed relevant interest in its own shares under section 608(1)(c) of the Corporations Act for the purposes of notification of substantial holdings only.	No consideration was paid by AuKing Mining Limited. AuKing Mining Limited has no right to acquire the shares that are subject to the escrow arrangements.	10,929,096	N/A

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
AuKing Mining Limited	Refer to Annexure A	Refer to Annexure A	Restrictions on the disposal of shares under ASX imposed (see Annexure B) or voluntary escrow arrangements (see Annexure C) with those persons listed in Annexure A gives AuKing Mining Limited a deemed relevant interest in its own shares under section 608(1)(c) of the Corporations Act for the purposes of notification of substantial holdings only	13,429,096 ordinary shares	13,429,096

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
AuKing Mining Limited	C/- HopgoodGanim Lawyers, Waterfront Place, Level 8, 1 Eagle Street, Brisbane QLD 4000
Refer to Annexure A	Refer to Annexure A

Signature

print name	Paul Marshall	capacity	Company Secretary
sign here		date	10/6/21

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.
-

Annexure A

This is the annexure of two pages marked Annexure A mentioned in the Form 604 *Notice of change of interests of substantial holder* signed by me as Company Secretary of AuKing Mining Limited and dated 10 June 2021

Signed by and on behalf of AuKing Mining Limited ACN 070 859 522

Paul Marshall

Paul Marshall
Company Secretary
Dated: 10 June 2021

Registered holder of securities	Person entitled to be registered holder of securities	Address	No. of ordinary shares subject to the escrow arrangements described in Section 3 above
Dr Huaisheng Peng	Dr Huaisheng Peng	Unit 1, Level 10, Building 20, No 12 Fuxing Rd, Haidian District, Beijing, China	420,000
Qinghai Wang	Qinghai Wang	Unit 1706, Building 8, No 5 Changchungqiao Rd, Haidian District, Beijing, China	350,000
Paul Williams	Paul Williams	62 Kingfisher Road, Mount Cotton, Brisbane 4165	1,114,445
Robert Yang	Robert Yang	Unit 52, 17-15 Spring Street, Bondi Junction NSW 2022	635,485
Bienital International Industrial Co., Ltd	Bienital International Industrial Co., Ltd	Quijano & Associates (Seychelles) Limited, Second Floor, Ebrahim Building, Office No. 5 and No. 9, Francis Rachel Street, P.O. Box 1196, Victoria, Mahé, Seychelles	7,500,000
GFK Corp Pty Ltd ACN 600 010 482 ATF GH Farley Family Super Fund	GFK Corp Pty Ltd ACN 600 010 482 ATF GH Farley Family Super Fund	164 Windsor Street, Paddington, NSW 2021	75,000
Aquiline Nominees Pty Ltd ACN 147 644 568 ATF The Aquiline Nominees Pty Ltd	Aquiline Nominees Pty Ltd ACN 147 644 568 ATF The Aquiline Nominees Pty Ltd	40, Kingfisher Crescent, Grays Point, NSW 2232	46,875
Novus Capital Limited ACN 006 711 995	Novus Capital Limited ACN 006 711 995	48 Villiers Road, Padstow Heights NSW 2211	65,625
Paul Robert Williams & Jill Caroline Strachan ATF The Paul R Williams Super Fund	Paul Robert Williams & Jill Caroline Strachan ATF The Paul R Williams Super Fund	62 Kingfisher Road, Mt Cotton, QLD 4165	125,000
Peter Gerard Tighe & Patricia Joan Tighe ATF The Peter Tighe Super Fund	Peter Gerard Tighe & Patricia Joan Tighe ATF The Peter Tighe Super Fund	375 Brisbane Corso, Yeronga QLD 4104	583,333
Robert Yang and Ze Holdings Pty Ltd ACN 133 139 303 ATF The Yang Family Trust	Robert Yang and Ze Holdings Pty Ltd ACN 133 139 303 ATF The Yang Family Trust	Unit 52, 17-15 Spring Street, Bondi Junction NSW 2022	13,333
Greenhalgh Nominees Pty Ltd <The N&M Greenhalgh Super Fund A/C>	Greenhalgh Nominees Pty Ltd <The N&M Greenhalgh Super Fund A/C>	HIRN Newey Building 1143 Sandgate Road, Nundah QLD 4012	333,334
Blue Lake Partners Pty Ltd	Blue Lake Partners Pty Ltd	Level 24, Gateway Building, Macquarie Place, Sydney NSW 2000	333,333
Simman Investment Pty Ltd <The Cameron Super Fund A/C>	Simman Investment Pty Ltd <The Cameron Super Fund A/C>	851 Merrylands Road, Greystanes, NSW 2145	133,333
Anthony Clay and Carol Clay <Clay Super Fund A/C>	Anthony Clay and Carol Clay <Clay Super Fund A/C>	46 Surfside Drive, Catherin Hill Bay NSW 2281	66,667
Rimoyne Pty Ltd	Rimoyne Pty Ltd	39 Glenfield Road, Glenfield NSW 2167	133,333
CS Third Nominees Pty Limited <Regal Funds Management Pty Ltd A/C>	CS Third Nominees Pty Limited <Regal Funds Management Pty Ltd A/C>	Level 47, Gateway Building, Macquarie Place Sydney NSW 2000	833,334
Wilabenson Pty Ltd	Wilabenson Pty Ltd	Unit 157, 37 Harbour Road, Hamilton QLD 4007	66,666
Djingo Pty Ltd	Djingo Pty Ltd	Unit 207, 180-186 Campbell Parade Sydney NSW 2026	166,667
Arnold Bros Pty Ltd <The AB Super Fund A/C>	Arnold Bros Pty Ltd <The AB Super Fund A/C>	ABC Super Funds Pty Ltd 'Argyle Place', Unit 11, 14 Argyle Street, Albion QLD 4010	166,667
Arnold Bros Pty Ltd <The TA Super Fund A/C>	Arnold Bros Pty Ltd <The TA Super Fund A/C>	ABC Super Funds Pty Ltd 'Argyle Place', Unit 11, 14 Argyle Street, Albion QLD 4010	83,333

Christopher Paul Arnold and Leanne Estelle Arnold <DECA Superannuation Fund A/C>	Christopher Paul Arnold and Leanne Estelle Arnold <DECA Superannuation Fund A/C>	'Argyle Place', Unit 11, 14 Argyle Street, Albion QLD 4010	83,333
Burton Holdings (Qld) Pty Ltd	Burton Holdings (Qld) Pty Ltd	C/O Wilsons Investment Partner, GPO Box 385, Brisbane QLD 4001	100,000

Annexure B

This is the annexure of seven pages marked Annexure B mentioned in the Form 604 *Notice of change of interests of substantial holder* signed by me as Company Secretary of AuKing Mining Limited and dated 10 June 2021

Signed by and on behalf of AuKing Mining Limited ACN 070 859 522



Paul Marshall
Company Secretary
Dated: 10 June 2021

Appendix 9A

Restriction Deed

We, the persons in:

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

agree as follows.

Introduction

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

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
 - (a) *dispose of, or agree or offer to *dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
 - (a) *dispose of, or agree or offer to *dispose of, the controller interests;
 - (b) create, or agree or offer to create, any security interest in the controller interests; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity's *issuer sponsored subregister and are to have a *holding lock applied and the certificates for the securities are to be held in escrow in accordance with the listing rules for the duration of the escrow period.

Warranties

4. If item 3 of the schedule is completed, the holder and each *controller warrant that:
 - (a) the holder has the *controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

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

Consequences of breaching this deed

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

Amendment

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

Counterparts

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

Jurisdiction

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

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

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

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

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

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

The singular includes the plural and vice versa.

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

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

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1.	Entity's name and address:	AuKing Mining Limited 070 859 522 C/- HopgoodGanim Lawyers, Waterfront Place, Level 8, 1 Eagle Street, Brisbane QLD 4000	
2.	Holder's name and address:		
3.	Each +controllers' name and address:		
4.	Escrow period start date:		
5.	Escrow period end date:		
6.	Particulars of restricted securities:		
7.	Particulars of controller interests:		
8.	Particulars of security interests over restricted securities:	Nil	
9.	Particulars of security interests over controller interests:	Nil	

Dated:

Executed as a deed by AuKing Mining Limited
070 859 522

Director

Director/Secretary

Print full name of Director

Print full name of Director/Secretary

Executed as a deed by the party specified in
item 2 of the Schedule

Director

Director/Secretary

Print full name of Director

Print full name of Director/Secretary

OR

Signed sealed and delivered by the party
specified in item 2 of the Schedule in the
presence of

Signature of Witness

Name of individual

Print full name of Witness

Executed as a deed by the party specified in
item 3 of the Schedule

Director

Director/Secretary

Print full name of Director

Print full name of Director/Secretary

OR

Signed sealed and delivered by the party
specified in item 3 of the Schedule in the
presence of

Signature of Witness

Name of individual

Print full name of Witness

Annexure C

This is the annexure of sixteen pages marked Annexure C mentioned in the Form 604 *Notice of change of interests of substantial holder* signed by me as Company Secretary of AuKing Mining Limited and dated 10 June 2021

Signed by and on behalf of AuKing Mining Limited ACN 070 859 522



Paul Marshall
Company Secretary
Dated: 10 June 2021

Voluntary Restriction Deed

AuKing Mining Limited 070 859 522 (**Entity**)

The holder of voluntarily escrowed securities. (**Holder**)

Those persons named in Schedule 1 (each a **Controller**)

Contact - Nicole Radice, Partner, n.radice@hopgoodganim.com.au

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Date

Parties

AuKing Mining Limited 070 859 522 (**Entity**)

The holder of voluntarily escrowed securities (**Holder**) Those persons named in Schedule 1 (each a **Controller**)

Background

- A. The Entity intends to issue the Restricted Securities to the Holder.
- B. The Holder will hold the Restricted Securities as set out in this deed.
- C. The Holder will only deal with the Restricted Securities on the terms set out in this deed.

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this deed:

Admission Date means the date on which the Company securities are re-admitted to the Official List of ASX following re-compliance by the Company with Chapters 1 and 2 of the Listing Rules.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

Authorised Officer means, in relation to a corporation which is a party:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this deed and notified to the others.

Bid Class has the meaning given in the Corporations Act.

Controller means each person who has a substantial interest in the equity of the Holder of, or a substantial economic interest in, the Restricted Securities and each intermediate entity through which that interest occurs.



Controller Interests means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Schedule 1.

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

Dispose has the meaning given to it in the Listing Rules.

Escrow Period means the period of 24 months commencing on the Admission Date.

Listing Rules means the Listing Rules of the ASX as amended from time to time.

Official List has the meaning given to it in the Listing Rules.

Permitted Dealings means each of the following actions:

- (a) the acceptance by the Holder of a Successful Takeover Bid in respect of the Entity by a person other than the Holder; and
- (b) the transfer or cancellation of the Restricted Securities as part of a merger by scheme of arrangement in respect of the Entity under the Corporations Act with a view to a person other than the Holder acquiring all of the issued share capital of the Entity.

Recognised Trustee has the meaning given to it in the Listing Rules.

Restricted Securities means the ordinary shares issued to the Holder on or about the date of this deed, and any securities attaching to or arising out of those Securities.

Security has the meaning given to it in the Listing Rules.

Security Interest means:

- (a) an interest in or right:
 - (1) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other money); or
 - (2) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right,by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation; and
- (b) any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a).

Successful Takeover Bid means a full or proportional Takeover Bid where the holders of at least 50% of the Bid Class securities that are not subject to escrow, and to which the offers under the Takeover Bid relate, have accepted.

Takeover Bid has the meaning given in the Corporations Act.

Trading Day has the meaning given in the Listing Rules.

1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this deed to:
 - (1) this deed or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this deed and a reference to this deed includes any schedule or attachment;
 - (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
 - (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this deed.
- (e) A provision of this deed must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this deed or the inclusion of the provision in this deed.

1.3 Business Days

- (a) If anything under this deed must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

1.4 Parties

- (a) If a party consists of more than one person, this deed binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.

- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.

2. Escrow restrictions

2.1 Holder

Except for the Permitted Dealings, during the Escrow Period, the Holder will not do any of the following:

- (a) dispose of, or agree or offer to Dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any Security Interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Controller

Except for the Permitted Dealings, during the Escrow Period, a Controller will not do any of the following:

- (a) dispose of, or agree or offer to Dispose of, the Controller Interests;
- (b) create, or agree or offer to create, any Security Interest in the Controller Interests; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.

2.3 Certificates and statements of holding

- (a) If Restricted Securities are certificated, the Holder will deposit the certificates for the Restricted Securities with a bank or Recognised Trustee for the Escrow Period.
- (b) If the Restricted Securities are not certificated, the Holder must provide a copy of this deed to the share registrars of the Entity.

3. Warranties

3.1 Warranty by Holder

The Holder represents and warrants to the Entity that:

- (a) as at the date of this Deed and throughout the Escrow Period, no Security Interests exist or have been created, or are agreed or offered to be created, in the Restricted Securities; and
- (b) the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted during the Escrow Period.

3.2 Warranties by Holder and each Controller

The Holder and each Controller jointly and severally represent and warrant (at the date of this deed and throughout the Escrow Period) to the Entity that the Holder has no other Controller than the Controllers set out in Schedule 1 with the corresponding Controller Interests identified in relation to them in Schedule 1.

3.3 Warranties by each Controller

Each Controller represents and warrants to the Entity that:

- (a) as at the date of this Deed and throughout the Escrow Period, no Security Interests exist or have been created, or are agreed or offered to be created, in the Controller Interests; and
- (b) each Controller has not done, or omitted to do, any act which would breach clause 2.2 if done or omitted during the Escrow Period.

3.4 Breach of warranty

A breach of any of these warranties, for the avoidance of doubt, is a breach of this deed.

4. Permitted Dealings

4.1 Holder may enter into and complete

The Holder will, notwithstanding the provisions of this deed, be entitled to enter into and complete a Permitted Dealing.

4.2 Reinstatement of restrictions

The escrow restrictions placed upon the Restricted Securities under this Deed will be reinstated and continue to apply to the Restricted Securities in the event that:

- (a) if the Permitted Dealing arises as a result of a Successful Takeover Bid, the Successful Takeover Bid does not become unconditional; or
- (b) if the Permitted Dealing arises as a result of a merger by way of scheme of arrangement, the merger is not completed.

4.3 Notice of completion

The Holder must immediately give notice to the Entity of:

- (a) first, the entry into any Permitted Dealing; and
- (b) second, the completion of any Permitted Dealing.

5. Termination

This deed automatically terminates on the date that is two (2) years after the date in which the parties entered into this deed, unless terminated earlier by written agreement between the parties.

6. Consequences of breaching this deed

6.1 Entity may prevent breach or enforce deed

If it appears to the Entity that the Holder or a Controller may breach this deed, the Entity is entitled, but not obliged, to take the steps necessary to prevent the breach, or to enforce this deed.

6.2 Entity's remedies

If the Holder or a Controller breaches this deed, each of the following applies:

- (a) the Entity may:
 - (1) take the steps necessary to enforce this deed, or to rectify the breach;
 - (2) to the extent permitted by law, the Corporations Act and the Listing Rules, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Disposal of any of the Restricted Securities;
 - (3) sue the Holder and each Controller for breach of contract; and
 - (4) do all or any of the above things at its option; and
- (b) to the extent permitted by law, the Corporations Act and the Listing Rules, the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

6.3 Indemnity

The Holder and each Controller indemnifies and keeps indemnified the Entity against any loss the Entity sustains as a result of any breach of this deed by the Holder or a Controller. Without limiting the generality of this indemnity, the Entity's loss is expressly agreed to include all legal costs which the Entity may incur (and whether calculated on a time charge basis or otherwise).

6.4 Other rights of Entity preserved

The rights and remedies of the Entity referred to in this clause 5 are in addition to and do not derogate from any other rights and remedies that the Entity may have at law as a result of the Holder or a Controller breaching this deed.

7. Amendment

7.1 Requirements for amendment

An amendment or variation to this deed is not effective unless it is in writing and signed by the parties.

7.2 ASX requirements

- (a) The parties agree that, if the Entity is admitted to the Official List, this deed will be varied in such manner and form as the ASX may require as a condition of the admission and continued listing of the Entity on the ASX.
- (b) The parties agree to do all acts and things and execute all such documents as may be required to give effect to subclause 7.2(a).

8. Attorney

8.1 Appointment

- (a) The Holder and each Controller irrevocably appoint the Entity and its Authorised Officers jointly and severally as its attorney on the terms in this clause 8.

- (b) The power of attorney is granted to secure the performance of the obligations of the Holder and each Controller to the Entity under this deed and any proprietary interests of the Entity under this deed.

8.2 Powers of attorney

- (a) The Attorney has the right at any time to:
 - (1) perform and observe the obligations of the Holder and each Controller under this deed;
 - (2) do everything which in the Attorney's reasonable opinion is necessary or expedient to enable the exercise of any right of the Holder and each Controller in relation to this deed; and
 - (3) appoint substitutes and otherwise delegate its powers (including this power of delegation).
- (b) Any attorney may exercise its powers notwithstanding that the exercise of the power constitutes a conflict of interest or duty.

8.3 Ratification

The Holder and each Controller must, from time to time and at all times, ratify any exercise of a power by an attorney.

9. Notices

9.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient in clause 9.4 or to any other address as the recipient may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

9.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;
- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or
- (e) sent by electronic mail to the party's electronic mail address.

9.3 Time

If a notice is sent or delivered in the manner provided in clause 9.2 it must be treated as given to or received by the addressee in the case of:



- (a) delivery in person, when delivered;
- (b) delivery by post:
 - (1) in Australia to an Australian address, the fourth Business Day after posting; or
 - (2) in any other case, on the tenth Business Day after posting;
- (c) facsimile, when a transmission report has been printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

9.4 Initial details

The addresses and numbers for service are initially:

Entity

Address: C/- HopgoodGanim Lawyers, Waterfront Place, Level 8, 1 Eagle Street, Brisbane QLD 4000

Electronic Mail: admin@aukingmining.com

Attention: Paul Marshall

Holder

Address:

Electronic Mail:

Attention:

Controller

Address: As set out in Schedule 1

Facsimile: As set out in Schedule 1

Electronic Mail: As set out in Schedule 1

Attention: As set out in Schedule 1

9.5 Changes

A party may from time to time change its address or numbers for service by notice to each other party.

10. Governing law and jurisdiction

10.1 Governing law

This deed is governed by and construed in accordance with the laws of Queensland.

10.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within paragraph 10.2(a).

11. Miscellaneous

11.1 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this deed will not prevent any other exercise of that right or the exercise of any other right.

11.2 Legal effect

Each party acknowledges and agrees for the benefit of each other party that this document is intended to take effect as a deed. Each party executes this document with the intention that it will be immediately legally bound by this document.

11.3 Merger

If the liability of a party to pay money under this deed becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this deed and that fixed by or payable under that deed, judgment, order or other thing.

11.4 Moratorium legislation

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this deed is excluded to the extent permitted by law.

11.5 No assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this deed or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

11.6 Remedies cumulative

The rights and remedies under this deed are cumulative and not exclusive of any rights or remedies provided by law.

11.7 Severability

If a provision of this deed is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this deed 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 deed or is contrary to public policy.

11.8 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this deed and the transactions contemplated by it.

11.9 Waiver

- (a) A party's waiver of a right under or relating to this deed, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

11.10 Counterparts

This deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this deed may deliver it to, or exchange it with, another party by:

- (a) faxing; or
 - (b) emailing a pdf (portable document format) copy of,
- the executed counterpart to that other party.

11.11 Whole agreement

This deed:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this deed; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.



Schedule 1 - Controller details

Name of Controller	Address of Controller	Controller Interests	Security Interests over Controller Interests

Voluntary Restriction Deed



Signing page

Executed as a deed by AuKing Mining Limited

Director

Director/Secretary

Print full name of Director

Print full name of Director/Secretary

Executed as a deed by the Holder

Director

Director/Secretary

Print full name of Director

Print full name of Director/Secretary

Executed as a deed by the party specified in Schedule 1

Director

Director/Secretary

Print full name of Director

Print full name of Director/Secretary

OR

Signed sealed and delivered by the Holder in the presence of

Signature of Witness

The Holder

Print full name of Witness

Voluntary Restriction Deed



Signed sealed and delivered by the party
specified in Schedule 1 in the presence of

Signature of Witness

The party specified in Schedule 1

Print full name of Witness