

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Accelerate Resources Ltd (**Company**)

ACN/ARSN 617 821 771

1. Details of substantial holder (1)

Name Accelerate Resources Ltd

ACN/ARSN (if applicable) 617 821 771

The holder became a substantial holder on 10/12/18

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (Shares)	5,369,942	5,369,942	11.27%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
GTT Global Opportunities Pty Ltd	Relevant interests under section 608(1)(a) of the Corporations Act as the holders of the Shares.	1,384,192 Shares
Mounts Bay Investments Pty Ltd		1,325,000 Shares
Syracuse Capital Pty Ltd		1,335,750 Shares
Murdoch Capital Pty Ltd		475,000 Shares
Kcirtap Securities Pty Ltd		850,000 Shares
Accelerate Resources Ltd	Relevant interest in the Shares held by each of the above entities under sections 608(1)(b) and (c) of the Corporations Act, as the Company has the power to control the exercise of a right to vote attached to the Shares and to control the exercise of a power to dispose of the Shares pursuant to the Shareholder Support Deed provided on the Schedule following this Notice.	5,369,942 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Accelerate Resources Ltd GTT Global Opportunities Pty Ltd	GTT Global Opportunities Pty Ltd	GTT Global Opportunities Pty Ltd	1,384,192 Shares
Accelerate Resources Ltd Mounts Bay Investments Pty Ltd	Mounts Bay Investments Pty Ltd	Mounts Bay Investments Pty Ltd	1,325,000 Shares
Accelerate Resources Ltd Syracuse Capital Pty Ltd	Syracuse Capital Pty Ltd	Syracuse Capital Pty Ltd	1,335,750 Shares

Accelerate Resources Ltd Murdoch Capital Pty Ltd	Murdoch Capital Pty Ltd	Murdoch Capital Pty Ltd	475,000 Shares
Accelerate Resources Ltd Kcirtap Securities Pty Ltd	Kcirtap Securities Pty Ltd	Kcirtap Securities Pty Ltd	850,000 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Accelerate Resources Ltd	10/12/18	Nil		5,369,942 Shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
GTT Global Opportunities Pty Ltd ACN 615 567 096	Associates under section 12(2)(b) of the Corporations Act, being parties to a relevant agreement for the purpose of controlling or influencing the composition of the Company's board or the conduct of the Company's affairs.
Mounts Bay Investments Pty Ltd ACN 139 974 495	
Syracuse Capital Pty Ltd ACN 121 880 439	
Murdoch Capital Pty Ltd ACN 123 029 925	
Kcirtap Securities Pty Ltd ACN 123 944 089	

7. Addresses

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

Name	Address
Accelerate Resources Ltd	Unit 1, 16 Ord St, West Perth WA 6005
GTT Global Opportunities Pty Ltd	Unit 6, 16 Main Street, Osborne Park WA 6017
Mounts Bay Investments Pty Ltd	3 Calver Place, City Beach WA 6015
Syracuse Capital Pty Ltd	Unit 6, 16 Main Street, Osborne Park WA 6017
Murdoch Capital Pty Ltd	Unit 6, 16 Main Street, Osborne Park WA 6017
Kcirtap Securities Pty Ltd	Unit 6, 16 Main Street, Osborne Park WA 6017

Signature

print name Brett Tucker, for and on behalf of the Company capacity Company Secretary

sign here



date 11/12/18

Schedule 1 - Shareholder Support Deed

THIS DEED is made on 8 December 2018.

BETWEEN:

- (1) GTT Global Opportunities Pty Ltd (ACN 615 567 096) of Unit 6, 16 Main Street, Osborne Park WA 6017 (**GTT Global Opportunities**);
- (2) Mounts Bay Investments Pty Ltd (ACN 139 974 495) of 3 Calver Place, City Beach WA 6015 (**Mounts Bay Investments**);
- (3) Syracuse Capital Pty Ltd (ACN 121 880 439) of Unit 6, 16 Main Street, Osborne Park WA 6017 (**Syracuse Capital**);
- (4) Murdoch Capital Pty Ltd (ACN 123 029 925) of Unit 6, 16 Main Street, Osborne Park WA 6017 (**Murdoch Capital**); and
- (5) Kcirtap Securities Pty Ltd (ACN 123 944 089) of Unit 6, 16 Main Street, Osborne Park WA 6017 (**Kcirtap Securities**),

(together the **GTT Parties**); and
- (6) Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (**Company**).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

These meanings apply unless the contrary intention appears:

Associate has the meaning given to that term in the Corporations Act.

Board means the board of Directors.

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

Director means a director of the Company.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Related Entity means an Associate, a Related Body Corporate or a Related Party.

Related Party has the meaning given to that term in the Corporations Act as if the references to a public company were references to a company.

Relevant Interest has the meaning given to that term in the Corporations Act.

Relevant Shares means any Shares in which any of the GTT Parties have a relevant interest from time to time.

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

Shareholder means a holder of Shares.

Transferee has the meaning given in clause 5 of this deed.

2. WITHDRAWAL OF REQUISITIONS

The GTT Parties agree to withdraw, and to do all acts necessary to give effect to the withdrawal of all requisitions of meetings of Shareholders and notices of intention to move resolutions for the removal of Directors made by them and in force at the date of this Deed.

3. REQUISITION RESTRICTIONS

The GTT Parties agree that they will not, and will not procure any other person to requisition, or join in the requisitioning of a meeting of Shareholders.

4. VOTING AGREEMENT

- (a) Subject to clause 4(b), GTT Parties agree that they will exercise all of the voting rights attached to the Relevant Shares at a meeting of Shareholders on each resolution in accordance with the voting intentions stated by the chair of the meeting in respect of undirected proxies.
- (b) The GTT Parties may vote the Relevant Shares as they consider appropriate on any resolution related to the following matters:
 - (i) the adoption of remuneration reports;
 - (ii) an approval under ASX Listing Rule 7.1, 7.1A, 7.2 exception 9, 7.4, 10.1, 10.11, 10.14 or 10.17; or
 - (iii) an approval under section 136, 157(1), 195(4), 200E, 208, 257D or 611 item 7 of the Corporations Act.

5. RESTRICTIONS ON TRANSFER

- (a) The GTT Parties must not transfer any Relevant Shares to a Related Entity of any other GTT Party (**Transferee**) without the consent of the Company unless the Transferee executes and delivers to the Company an accession deed in a form acceptable to the Company acting reasonably under which the Transferee agrees to be bound by the terms and conditions of this deed.
- (b) The GTT Parties agree to notify the Company no later than one (1) business day after becoming aware of a change in the number of Relevant Shares that results in the Company's voting power in itself increasing or decreasing by 1% or more from that disclosed in the last substantial holding notice given by the Company.

6. REMEDIES

The GTT Parties acknowledge that damages are an inadequate remedy for the non-performance by any of them of any obligations arising under this deed and agree that the terms of this deed shall be specifically enforceable and that the Company shall be entitled to injunctive relief in order to enforce the obligations contained in this deed.

7. BENEFIT

This deed is given by the GTT Parties for the benefit of, and may be enforced by, the Company. However, it is acknowledged and agreed by the GTT Parties that no consideration is payable by the Company under this deed.

8. TERM

- (a) This deed and the obligations of the GTT Parties contained in this deed takes effect on and from execution and terminate on the earlier of:
 - (i) twelve (12) months from the date of this deed;
 - (ii) termination of the Corporate Advisory and Investor Relations Mandate between the Company and GTT Ventures Pty Ltd; or
 - (iii) termination of this deed.
- (b) If this deed is terminated then:
 - (i) the provisions of this deed will cease to have effect, except for the provisions of clauses 8 and 9 which will survive termination and continue in full force and effect;
 - (ii) each party retains the rights it has against the other party in respect of any breach of this deed occurring before termination.
- (c) The Company may terminate this deed at any time in its absolute discretion by written notice to each of the GTT Parties, such notice being deemed to be given by sending it to (or leaving it at) the addresses as follows:

Address: 22 Townshend Road, Subiaco WA 6008

Attention: Mr Charles Thomas

Email: charles@gttventures.com.au

9. GENERAL

- (a) Unless this deed expressly provides otherwise, a consent under this deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.
- (b) This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one agreement.
- (c) Each party must promptly do, and procure that its employees and agents promptly do, all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.
- (d) This deed is governed by and construed in accordance with the law from time to time in the State of Western Australia and the parties agree to submit to the non-exclusive

jurisdiction of the courts of Western Australia and the courts competent to determine appeals from those courts.

EXECUTION

Executed as a deed.

Executed by **Accelerate Resources Ltd ACN 617 821 771** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



.....
Signature of director

Yaxi Zhan

.....
Name of director (print)



.....
Signature of director/company secretary

Grant Mooney

.....
Name of director/company secretary (print)

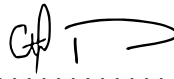
Executed by **GTT Global Opportunities Pty Ltd ACN 615 567 096** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



.....
Signature of director

Mr Patric Glovac

.....
Name of director (print)

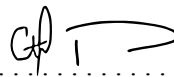


.....
Signature of director/company secretary

Charles Thomas

.....
Name of director/company secretary (print)

Executed by **Mounts Bay Investments Pty Ltd ACN 139 974 495** acting by the following person or, if the seal is affixed, witnessed by the following person in accordance with s127 of the Corporations Act 2001:



.....
Signature of sole director

Charles Thomas

.....
Name (print)

Executed by **Syracuse Capital Pty Ltd ACN 121 880 439** acting by the following person or, if the seal is affixed, witnessed by the following person in accordance with s127 of the Corporations Act 2001:



.....
Signature of sole director and sole company secretary

Rocco Tassone

.....
Name (print)

Executed by **Murdoch Capital Pty Ltd ACN 123 029 925** acting by the following person or, if the seal is affixed, witnessed by the following person in accordance with s127 of the Corporations Act 2001:



.....
Signature of sole director and sole company secretary

Mr Patric Glovac

.....
Name (print)

Executed by **Kcirtap Securities Pty Ltd ACN 123 944 089** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with s127 of the Corporations Act 2001:



.....
Signature of director

Mr Patric Glovac

.....
Name of director (print)



.....
Signature of director/company secretary

Mrs Natalie Glovac

.....
Name of director/company secretary (print)