

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme BMG Resources Limited

ACN/ARSN ACN 107 118 678

1. Details of substantial holder (1)

Name BMG Resources Limited

ACN/ARSN (if applicable) ACN 107 118 678

The holder became a substantial holder on 13 October 2020

2. Details of voting power

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

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Fully paid ordinary shares (Shares)	44,921,599	44,921,599	18.7%

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
BMG Resources Limited	<p>BMG Resources Limited has entered into voluntary escrow deeds (VEDs) with certain parties who have become shareholders of BMG Resources Limited, (Escrowed Shareholders) with respect to certain Shares held by those Escrowed Shareholders (Escrowed Shares).</p> <p>The restrictions on the disposal of the Escrowed Shares under the VEDs give BMG Resources Limited a relevant interest in the Escrowed Shares under section 608(1)(c) of the Corporations Act.</p> <p>BMG Resources Limited has no right to acquire the Escrowed Shares or to control the voting rights attached to the Escrowed Shares.</p> <p>The form of VEDs is set out in Annexure A to this form.</p>	44,921,599 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
BMG Resources Limited	John Prineas	John Prineas	21,562,348 Shares
BMG Resources Limited	Sarah Jane Shipway	Sarah Jane Shipway	1,796,863 Shares
BMG Resources Limited	Impulzive Pty Ltd as trustee of the Dawson Superannuation Fund	Impulzive Pty Ltd as trustee of the Dawson Superannuation Fund	10,781,174 Shares
BMG Resources Limited	St Barnabas Investments Pty Ltd as trustee for the Melvista Family Trust	St Barnabas Investments Pty Ltd as trustee for the Melvista Family Trust	10,781,174 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	
BMG Resources Limited	13 October 2020	Nil	Nil	44,921,599 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
Not applicable	Not applicable

7. Addresses

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

Name	Address
BMG Resources Limited	Level 14, 225 St Georges Terrace, Perth, WA 6000, Australia
John Prineas	GPO Box 5322, Sydney NSW 2001
Sarah Jane Shipway	44 Dutton Crescent, Hamersley WA 6022
Impulzive Pty Ltd as trustee of the Dawson Superannuation Fund	21 Gardyne Street, Bronte NSW 2024
St Barnabas Investments Pty Ltd as trustee for the Melvista Family Trust	c/- Hartleys Ltd, GPO Box 2777 Perth WA 6001

Signature

print name Sean Meakin capacity Company Secretary

sign here



date 14 October 2020

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 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.


Annexure A

This is the annexure of 48 pages marked "A" mentioned in the ASIC Form 603 – Notice of Initial Substantial Holder signed by me and dated 14 October 2020

Signed on behalf of BMG Resources Limited ACN 107 118 678:

Name: Sean Meakin

Capacity: Company Secretary

Signature:  _____

Date: 14 October 2020



JACKSON McDONALD
MULTI-SECTOR LAW

Voluntary Escrow Deed

BMG Resources Limited
ACN 107 118 678
Company

and

The Party Specified in item 1 of the Schedule
Holder

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Will Moncrieff
Reference: WEM:7169865

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Voluntary Escrow Deed

Date 2020

Parties

Company **BMG Resources Limited** (ACN 107 118 678) of Level 14, 225 St Georges Terrace, Perth WA 6000

Holder The Party Specified in item 1 of the Schedule

Recitals

- A. The Holder is, or will become, the legal and beneficial holder of the Escrowed Securities.
- B. The Holder has agreed not to Dispose of the Escrowed Securities during the Escrow Period, subject to and in accordance with this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless expressly stated otherwise:

ASX means ASX Limited (ACN 008 624 691) trading as the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

ASX Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement Pty Limited (ACN 008 504 532).

Business Day means a day upon which ASX is open for trading.

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

Deed means this Voluntary Escrow Deed.

Dispose means to:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign; 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 an Escrowed Security.

Escrowed Securities means the Company securities issued to the Holder specified in item 2 of the Schedule, and includes all securities issued to the Holder in relation to those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company.

Escrow Period means the period(s) specified in item 3 of the Schedule.

Holding Lock has the meaning given to that term in the ASX Settlement Rules.

Issue Date means the date of issue or grant (as applicable) of the Escrowed Securities.

Party means a party to this Deed.

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

1.2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural, and vice versa;
- (c) a reference to a gender includes any gender;
- (d) a reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- (e) the words "includes" and "including" are not words of limitation and do not restrict the interpretation of a word or phrase in this Deed;
- (f) a reference to a document includes a variation or replacement of that document;
- (g) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
- (h) a reference to person, includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;
 - (j) the person's personal representatives, permitted assigns and successors;
- (k) a term, condition or warranty in this Deed in favour of, or on the part of, two or more people, benefits or binds them jointly and severally;
- (l) a reference to time is to Australian Western Standard Time in Perth, Western Australia;

- (m) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;
- (n) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a provision of this Deed must not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
- (p) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile;
- (q) a reference to a right includes a benefit, remedy, discretion or power; and
- (r) the phrase "in relation to" has the widest possible import and encompasses the phrases "in connection with", "in respect of", "arising out of" and "resulting from".

1.3 Headings

A heading in this Deed is for convenience only and does not affect the interpretation of this Deed.

2. Restrictions on Disposal of Escrowed Securities

2.1 Restriction

The Holder undertakes and agrees not to Dispose of any Escrowed Securities during the Escrow Period.

2.2 Application of Holding Lock

- (a) The Company may instruct its registry to apply a Holding Lock in relation to the Escrowed Securities.
- (b) The Holder agrees that the Company may apply a Holding Lock in relation to the Escrowed Securities.
- (c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities at the end of the Escrow Period and otherwise in accordance with clauses 3 or 5.3.

2.3 Company registry actions

- (a) The Escrowed Securities will be held on the Company's issuer sponsored sub-register until the expiry of the Escrow Period.
- (b) The Company may:
 - (i) refuse to register any paper based transfer of the Escrowed Securities that does not comply with clauses 2, 3 or 5.3;

- (ii) identify on its register of members the Escrowed Securities as securities restricted from Disposal under this Deed; and
- (iii) procure statements issued in relation to the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

2.4 Other restrictions

The Holder acknowledges and agrees that this Deed does not supersede, vary or otherwise limit, and is in addition to, any other restrictions applying to the Holder in relation to the Escrowed Securities, including:

- (a) any similar or other escrow restrictions imposed by ASX in relation to the Escrowed Securities; or
- (b) any restrictions at law, under statute or under any other agreement, arrangement or understanding.

3. Permitted disposals

3.1 Takeovers

The restrictions clause 2.1 do not preclude the Holder from participating in a takeover bid as that term is defined in the Corporations Act (**Takeover Bid**) if all of the following conditions are met:

- (a) the offers under the Takeover Bid are for securities of the Company in the same bid class as the relevant Escrowed Securities; and
- (b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offer(s) relate, have accepted the Takeover Bid.

3.2 Schemes of arrangement

The Escrowed Securities may be Disposed of or cancelled in accordance with the terms of a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied in the event that the merger does not take effect.

3.3 Buy-back or selective reduction of capital

The restrictions clause 2.1 do not preclude the Holder from Disposing of its Escrowed Securities to the extent required under a buy-back or a reduction of capital effected in accordance with the Corporations Act (as the case may be).

4. Holder's acknowledgements, undertakings and warranties

The Holder:

- (a) represents and warrants that it has not before the date of this Deed done nor omitted to do any act which would breach clause 2.1 if it had been done or omitted to be done after the date of this Deed;
- (b) if the Company is or becomes admitted to the Official List of ASX, undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within 3 Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Escrowed Securities (or the Shares underlying the Escrowed Securities) the subject of the Disposal;
- (c) is not required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed from time to time as required by the ASX Listing Rules.

5. Exercise of rights attaching to Escrowed Securities

5.1 Voting of Escrowed Securities

- (a) Subject to any restrictions found in this Deed, the Holder may, during the Escrow Period, exercise all voting rights attaching to the Escrowed Securities.
- (b) During the Escrow Period, the Holder must not exercise any voting rights attaching to any securities in the Company (whether the Escrowed Securities or otherwise) in support of one or more arrangements that would result in a repayment of capital being made on the Escrowed Securities prior to a winding up of the Company.

5.2 Dividends and distributions on Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to:

- (a) receive a dividend or other distribution on the Escrowed Securities; or
- (b) elect the form and manner in which the dividend or other distribution on the Escrowed Securities is paid.

5.3 Exercise of other rights attaching to Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to exercise a right attaching to an Escrowed Security that entitles the Holder to purchase or otherwise acquire another security or to exchange or convert an Escrowed Security into another security.

6. Termination

- (a) The Company may terminate this Deed at any time by giving the Holder written notice to that effect.
- (b) This Deed terminates on the expiry of the Escrow Period unless terminated earlier in accordance with its terms.

7. Miscellaneous provisions

- (a) Governing law and jurisdiction
- (b) This Deed is governed by the laws of the State of Western Australia, without giving effect to conflict of law considerations.
- (c) The Parties submit to the exclusive jurisdiction of the courts of the State of Western Australia, the Federal Court of Australia and the Federal Circuit Court of Australia (as applicable).
- (d) A dispute or legal proceedings in relation to this Deed must be held in Perth, Western Australia.

7.2 Variation

The Parties can vary this Deed only if the variation is in writing and signed by each of the Parties.

7.3 Assignment, novation or transfer

A Party must obtain the prior written consent of the other Party before the first-mentioned Party transfers, assigns or novates a right or obligation under this Deed and any purported transfer, assignment or novation contrary to this clause is void and will not have effect.

7.4 Cumulative rights

A Party's rights under this Deed are in addition to its rights at law.

7.5 Severance

If any provision of this Deed is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this Deed to the minimum extent necessary and to the intent that the remaining provisions of this Deed remain in full force and effect.

7.6 Waiver

- (a) A Party's failure, partial failure or delay in exercising a right relating to this Deed is not a waiver of that right.
- (b) A Party may not claim that another Party's delay or failure to exercise a right relating to this Deed constitutes a waiver of that right or is a defence to its own action or inaction.

7.7 Entire agreement

This Deed constitutes the entire agreement between the Parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this Deed.

7.8 Survival

To the extent that a Party has not satisfied an obligation under this Deed or that obligation is a continuing obligation, that obligation survives the termination of this Deed.

7.9 Specific performance

The Parties agree that damages for breach of any obligations in relation to this Deed are inadequate and a Party is entitled to specific performance or injunctive relief or both.

7.10 Further assurance

Each Party, at its own expense, must promptly do all further acts and sign all further documents necessary or required by law (including the ASX Listing Rules) to give full effect to this Deed.

7.11 No merger

A Party's rights and obligations do not merge on the execution or completion of this Deed or the completion of a transaction under this Deed.

7.12 Costs

Each Party must bear its legal costs and other expenses that may be payable in relation to this Deed and of any instrument or thing incidental to or required by this Deed to be executed or done, unless expressly stated otherwise under this Deed.

7.13 Notices

- (a) Each communication (including each notice, consent, approval, request and demand) given by a Party to another Party in relation to this Deed:
 - (i) must be in writing and in the English language;
 - (ii) must be addressed to the recipient Party using the contact details of the recipient Party specified in this Deed or as otherwise notified by the recipient Party to each other Party from time to time;
 - (iii) must be signed by the Party making it or by that Party's lawyer, attorney, director, secretary or authorised agent;
 - (iv) must be delivered by hand, sent by prepaid post, sent by facsimile or sent by email to the recipient Party at the address or using the contact details specified in this Deed; and
 - (v) is taken to be received by the recipient Party:

- (A) in the case of delivery by hand, upon delivery;
 - (B) in the case of prepaid post sent to a recipient Party in the same country as the sending Party, on the 3rd Business Day after the date of posting;
 - (C) in the case of prepaid post sent to a recipient Party in another country to the sending Party, on the 7th Business Day after the date of posting;
 - (D) in the case of facsimile transmission, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; or
 - (E) in the case of email, at the time it is delivered to the recipient Party's host server.
- (b) Notwithstanding clause 7.13(a)(v), if a communication given under clause 7.13(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

7.14 Counterparts

- (a) This Deed may be executed in any number of counterparts which taken together are one and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by facsimile or email must be treated as an original counterpart.

Schedule 1

Contract Particulars

1. Holder

Name: John Prineas

Address: GPO Box 5322, Sydney NSW 2001

Email: john.prineas@gmail.com

Contact: John Prineas

2. Escrowed Securities

21,562,348 fully paid ordinary shares

3. Escrow Period

12 months from the Issue Date.

Executed as a deed

Executed as a deed by BMG Resources)
Limited ACN 107 118 678 under s 127 of)
the Corporations Act:)

B.A. McCracken

Signature of Director

Bruce A. McCracken

Print name in full

Seon A. Meakin

Signature of ~~Director~~/Company Secretary
(Delete title which does not apply)

Seon A. Meakin

Print name in full

Signed, sealed and delivered as a deed)
by John Prineas in the presence of:)

Yen NGUYEN

Signature of witness

Yen NGUYEN

Print name of witness in full

Retired

Occupation of witness

J. Prineas

Signature



JACKSON McDONALD

MULTI-SECTOR LAW

Voluntary Escrow Deed

BMG Resources Limited

ACN 107 118 678

Company

and

**The Party Specified in item 1 of the Schedule
Holder**

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Will Moncrieff
Reference: WEM:7169865

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Voluntary Escrow Deed

Date 2020

Parties

Company **BMG Resources Limited** (ACN 107 118 678) of Level 14, 225 St Georges Terrace, Perth WA 6000

Holder The Party Specified in item 1 of the Schedule

Recitals

- A. The Holder is, or will become, the legal and beneficial holder of the Escrowed Securities.
- B. The Holder has agreed not to Dispose of the Escrowed Securities during the Escrow Period, subject to and in accordance with this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless expressly stated otherwise:

ASX means ASX Limited (ACN 008 624 691) trading as the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

ASX Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement Pty Limited (ACN 008 504 532).

Business Day means a day upon which ASX is open for trading.

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

Deed means this Voluntary Escrow Deed.

Dispose means to:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign; 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 an Escrowed Security.

Escrowed Securities means the Company securities issued to the Holder specified in item 0 of the Schedule, and includes all securities issued to the Holder in relation to those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company.

Escrow Period means the period(s) specified in item 3 of the Schedule.

Holding Lock has the meaning given to that term in the ASX Settlement Rules.

Issue Date means the date of issue or grant (as applicable) of the Escrowed Securities.

Party means a party to this Deed.

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

1.2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural, and vice versa;
- (c) a reference to a gender includes any gender;
- (d) a reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- (e) the words "includes" and "including" are not words of limitation and do not restrict the interpretation of a word or phrase in this Deed;
- (f) a reference to a document includes a variation or replacement of that document;
- (g) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
- (h) a reference to person, includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;
 - (j) the person's personal representatives, permitted assigns and successors;
- (k) a term, condition or warranty in this Deed in favour of, or on the part of, two or more people, benefits or binds them jointly and severally;
- (l) a reference to time is to Australian Western Standard Time in Perth, Western Australia;

- (m) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;
- (n) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a provision of this Deed must not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
- (p) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile;
- (q) a reference to a right includes a benefit, remedy, discretion or power; and
- (r) the phrase "in relation to" has the widest possible import and encompasses the phrases "in connection with", "in respect of", "arising out of" and "resulting from".

1.3 Headings

A heading in this Deed is for convenience only and does not affect the interpretation of this Deed.

2. Restrictions on Disposal of Escrowed Securities

2.1 Restriction

The Holder undertakes and agrees not to Dispose of any Escrowed Securities during the Escrow Period.

2.2 Application of Holding Lock

- (a) The Company may instruct its registry to apply a Holding Lock in relation to the Escrowed Securities.
- (b) The Holder agrees that the Company may apply a Holding Lock in relation to the Escrowed Securities.
- (c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities at the end of the Escrow Period and otherwise in accordance with clauses 3 or 5.3.

2.3 Company registry actions

- (a) The Escrowed Securities will be held on the Company's issuer sponsored sub-register until the expiry of the Escrow Period.
- (b) The Company may:
 - (i) refuse to register any paper based transfer of the Escrowed Securities that does not comply with clauses 2, 3 or 5.3;

- (ii) identify on its register of members the Escrowed Securities as securities restricted from Disposal under this Deed; and
- (iii) procure statements issued in relation to the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

2.4 Other restrictions

The Holder acknowledges and agrees that this Deed does not supersede, vary or otherwise limit, and is in addition to, any other restrictions applying to the Holder in relation to the Escrowed Securities, including:

- (a) any similar or other escrow restrictions imposed by ASX in relation to the Escrowed Securities; or
- (b) any restrictions at law, under statute or under any other agreement, arrangement or understanding.

3. Permitted disposals

3.1 Takeovers

The restrictions clause 2.1 do not preclude the Holder from participating in a takeover bid as that term is defined in the Corporations Act (**Takeover Bid**) if all of the following conditions are met:

- (a) the offers under the Takeover Bid are for securities of the Company in the same bid class as the relevant Escrowed Securities; and
- (b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offer(s) relate, have accepted the Takeover Bid.

3.2 Schemes of arrangement

The Escrowed Securities may be Disposed of or cancelled in accordance with the terms of a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied in the event that the merger does not take effect.

3.3 Buy-back or selective reduction of capital

The restrictions clause 2.1 do not preclude the Holder from Disposing of its Escrowed Securities to the extent required under a buy-back or a reduction of capital effected in accordance with the Corporations Act (as the case may be).

4. Holder's acknowledgements, undertakings and warranties

The Holder:

- (a) represents and warrants that it has not before the date of this Deed done nor omitted to do any act which would breach clause 2.1 if it had been done or omitted to be done after the date of this Deed;
- (b) if the Company is or becomes admitted to the Official List of ASX, undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within 3 Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Escrowed Securities (or the Shares underlying the Escrowed Securities) the subject of the Disposal;
- (c) is not required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed from time to time as required by the ASX Listing Rules.

5. Exercise of rights attaching to Escrowed Securities

5.1 Voting of Escrowed Securities

- (a) Subject to any restrictions found in this Deed, the Holder may, during the Escrow Period, exercise all voting rights attaching to the Escrowed Securities.
- (b) During the Escrow Period, the Holder must not exercise any voting rights attaching to any securities in the Company (whether the Escrowed Securities or otherwise) in support of one or more arrangements that would result in a repayment of capital being made on the Escrowed Securities prior to a winding up of the Company.

5.2 Dividends and distributions on Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to:

- (a) receive a dividend or other distribution on the Escrowed Securities; or
- (b) elect the form and manner in which the dividend or other distribution on the Escrowed Securities is paid.

5.3 Exercise of other rights attaching to Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to exercise a right attaching to an Escrowed Security that entitles the Holder to purchase or otherwise acquire another security or to exchange or convert an Escrowed Security into another security.

6. Termination

- (a) The Company may terminate this Deed at any time by giving the Holder written notice to that effect.
- (b) This Deed terminates on the expiry of the Escrow Period unless terminated earlier in accordance with its terms.

7. Miscellaneous provisions

- (a) Governing law and jurisdiction
- (b) This Deed is governed by the laws of the State of Western Australia, without giving effect to conflict of law considerations.
- (c) The Parties submit to the exclusive jurisdiction of the courts of the State of Western Australia, the Federal Court of Australia and the Federal Circuit Court of Australia (as applicable).
- (d) A dispute or legal proceedings in relation to this Deed must be held in Perth, Western Australia.

7.2 Variation

The Parties can vary this Deed only if the variation is in writing and signed by each of the Parties.

7.3 Assignment, novation or transfer

A Party must obtain the prior written consent of the other Party before the first-mentioned Party transfers, assigns or novates a right or obligation under this Deed and any purported transfer, assignment or novation contrary to this clause is void and will not have effect.

7.4 Cumulative rights

A Party's rights under this Deed are in addition to its rights at law.

7.5 Severance

If any provision of this Deed is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this Deed to the minimum extent necessary and to the intent that the remaining provisions of this Deed remain in full force and effect.

7.6 Waiver

- (a) A Party's failure, partial failure or delay in exercising a right relating to this Deed is not a waiver of that right.
- (b) A Party may not claim that another Party's delay or failure to exercise a right relating to this Deed constitutes a waiver of that right or is a defence to its own action or inaction.

7.7 Entire agreement

This Deed constitutes the entire agreement between the Parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this Deed.

7.8 Survival

To the extent that a Party has not satisfied an obligation under this Deed or that obligation is a continuing obligation, that obligation survives the termination of this Deed.

7.9 Specific performance

The Parties agree that damages for breach of any obligations in relation to this Deed are inadequate and a Party is entitled to specific performance or injunctive relief or both.

7.10 Further assurance

Each Party, at its own expense, must promptly do all further acts and sign all further documents necessary or required by law (including the ASX Listing Rules) to give full effect to this Deed.

7.11 No merger

A Party's rights and obligations do not merge on the execution or completion of this Deed or the completion of a transaction under this Deed.

7.12 Costs

Each Party must bear its legal costs and other expenses that may be payable in relation to this Deed and of any instrument or thing incidental to or required by this Deed to be executed or done, unless expressly stated otherwise under this Deed.

7.13 Notices

- (a) Each communication (including each notice, consent, approval, request and demand) given by a Party to another Party in relation to this Deed:
 - (i) must be in writing and in the English language;
 - (ii) must be addressed to the recipient Party using the contact details of the recipient Party specified in this Deed or as otherwise notified by the recipient Party to each other Party from time to time;
 - (iii) must be signed by the Party making it or by that Party's lawyer, attorney, director, secretary or authorised agent;
 - (iv) must be delivered by hand, sent by prepaid post, sent by facsimile or sent by email to the recipient Party at the address or using the contact details specified in this Deed; and
 - (v) is taken to be received by the recipient Party:

- (A) in the case of delivery by hand, upon delivery;
 - (B) in the case of prepaid post sent to a recipient Party in the same country as the sending Party, on the 3rd Business Day after the date of posting;
 - (C) in the case of prepaid post sent to a recipient Party in another country to the sending Party, on the 7th Business Day after the date of posting;
 - (D) in the case of facsimile transmission, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; or
 - (E) in the case of email, at the time it is delivered to the recipient Party's host server.
- (b) Notwithstanding clause 7.13(a)(v), if a communication given under clause 7.13(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

7.14 Counterparts

- (a) This Deed may be executed in any number of counterparts which taken together are one and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by facsimile or email must be treated as an original counterpart.

Schedule 1

Contract Particulars

1. Holder

Name: Sarah Jane Shipway
Address: 44 Dutton Crescent Hamersley WA 6022
Email: sarah.shipway@stgm.com.au
Contact: Sarah Jane Shipway

2. Escrowed Securities

1,796,863 fully paid ordinary shares

3. Escrow Period

12 months from the Issue Date.

Executed as a deed

Executed as a deed by **BMG Resources**)
Limited ACN 107 118 678 under s 127 of)
the Corporations Act:)

B. A. Meakin

Signature of Director

Bruce A. Meakin

Print name in full

Sean A. Meakin

Signature of Director/Company Secretary
(Delete title which does not apply)

Sean A. Meakin

Print name in full

Signed, sealed and delivered as a deed)
by **Sarah Jane Shipway** in the presence)
of:)

ANDREW SHIPWAY

Signature of witness

ANDREW SHIPWAY

Print name of witness in full

CARPENTER

Occupation of witness

Signature



JACKSON McDONALD
MULTI-SECTOR LAW

Voluntary Escrow Deed

BMG Resources Limited
ACN 107 118 678
Company

and

The Party Specified in item 1 of the Schedule
Holder

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Will Moncrieff
Reference: WEM:7169865

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Voluntary Escrow Deed

Date 2020

Parties

Company **BMG Resources Limited** (ACN 107 118 678) of Level 14, 225 St Georges Terrace, Perth WA 6000

Holder The Party Specified in item 1 of the Schedule

Recitals

- A. The Holder is, or will become, the legal and beneficial holder of the Escrowed Securities.
- B. The Holder has agreed not to Dispose of the Escrowed Securities during the Escrow Period, subject to and in accordance with this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless expressly stated otherwise:

ASX means ASX Limited (ACN 008 624 691) trading as the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

ASX Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement Pty Limited (ACN 008 504 532).

Business Day means a day upon which ASX is open for trading.

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

Deed means this Voluntary Escrow Deed.

Dispose means to:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign; 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 an Escrowed Security.

Escrowed Securities means the Company securities issued to the Holder specified in item 2 of the Schedule, and includes all securities issued to the Holder in relation to those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company.

Escrow Period means the period(s) specified in item 3 of the Schedule.

Holding Lock has the meaning given to that term in the ASX Settlement Rules.

Issue Date means the date of issue or grant (as applicable) of the Escrowed Securities.

Party means a party to this Deed.

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

1.2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural, and vice versa;
- (c) a reference to a gender includes any gender;
- (d) a reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- (e) the words "includes" and "including" are not words of limitation and do not restrict the interpretation of a word or phrase in this Deed;
- (f) a reference to a document includes a variation or replacement of that document;
- (g) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
- (h) a reference to person, includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;
 - (j) the person's personal representatives, permitted assigns and successors;
- (k) a term, condition or warranty in this Deed in favour of, or on the part of, two or more people, benefits or binds them jointly and severally;
- (l) a reference to time is to Australian Western Standard Time in Perth, Western Australia;

- (m) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;
- (n) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a provision of this Deed must not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
- (p) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile;
- (q) a reference to a right includes a benefit, remedy, discretion or power; and
- (r) the phrase "in relation to" has the widest possible import and encompasses the phrases "in connection with", "in respect of", "arising out of" and "resulting from".

1.3 Headings

A heading in this Deed is for convenience only and does not affect the interpretation of this Deed.

2. Restrictions on Disposal of Escrowed Securities

2.1 Restriction

The Holder undertakes and agrees not to Dispose of any Escrowed Securities during the Escrow Period.

2.2 Application of Holding Lock

- (a) The Company may instruct its registry to apply a Holding Lock in relation to the Escrowed Securities.
- (b) The Holder agrees that the Company may apply a Holding Lock in relation to the Escrowed Securities.
- (c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities at the end of the Escrow Period and otherwise in accordance with clauses 3 or 5.3.

2.3 Company registry actions

- (a) The Escrowed Securities will be held on the Company's issuer sponsored sub-register until the expiry of the Escrow Period.
- (b) The Company may:
 - (i) refuse to register any paper based transfer of the Escrowed Securities that does not comply with clauses 2, 3 or 5.3;

- (ii) identify on its register of members the Escrowed Securities as securities restricted from Disposal under this Deed; and
- (iii) procure statements issued in relation to the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

2.4 Other restrictions

The Holder acknowledges and agrees that this Deed does not supersede, vary or otherwise limit, and is in addition to, any other restrictions applying to the Holder in relation to the Escrowed Securities, including:

- (a) any similar or other escrow restrictions imposed by ASX in relation to the Escrowed Securities; or
- (b) any restrictions at law, under statute or under any other agreement, arrangement or understanding.

3. Permitted disposals

3.1 Takeovers

The restrictions clause 2.1 do not preclude the Holder from participating in a takeover bid as that term is defined in the Corporations Act (**Takeover Bid**) if all of the following conditions are met:

- (a) the offers under the Takeover Bid are for securities of the Company in the same bid class as the relevant Escrowed Securities; and
- (b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offer(s) relate, have accepted the Takeover Bid.

3.2 Schemes of arrangement

The Escrowed Securities may be Disposed of or cancelled in accordance with the terms of a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied in the event that the merger does not take effect.

3.3 Buy-back or selective reduction of capital

The restrictions clause 2.1 do not preclude the Holder from Disposing of its Escrowed Securities to the extent required under a buy-back or a reduction of capital effected in accordance with the Corporations Act (as the case may be).

4. Holder's acknowledgements, undertakings and warranties

The Holder:

- (a) represents and warrants that it has not before the date of this Deed done nor omitted to do any act which would breach clause 2.1 if it had been done or omitted to be done after the date of this Deed;
- (b) if the Company is or becomes admitted to the Official List of ASX, undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within 3 Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Escrowed Securities (or the Shares underlying the Escrowed Securities) the subject of the Disposal;
- (c) is not required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed from time to time as required by the ASX Listing Rules.

5. Exercise of rights attaching to Escrowed Securities

5.1 Voting of Escrowed Securities

- (a) Subject to any restrictions found in this Deed, the Holder may, during the Escrow Period, exercise all voting rights attaching to the Escrowed Securities.
- (b) During the Escrow Period, the Holder must not exercise any voting rights attaching to any securities in the Company (whether the Escrowed Securities or otherwise) in support of one or more arrangements that would result in a repayment of capital being made on the Escrowed Securities prior to a winding up of the Company.

5.2 Dividends and distributions on Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to:

- (a) receive a dividend or other distribution on the Escrowed Securities; or
- (b) elect the form and manner in which the dividend or other distribution on the Escrowed Securities is paid.

5.3 Exercise of other rights attaching to Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to exercise a right attaching to an Escrowed Security that entitles the Holder to purchase or otherwise acquire another security or to exchange or convert an Escrowed Security into another security.

6. Termination

- (a) The Company may terminate this Deed at any time by giving the Holder written notice to that effect.
- (b) This Deed terminates on the expiry of the Escrow Period unless terminated earlier in accordance with its terms.

7. Miscellaneous provisions

- (a) Governing law and jurisdiction
- (b) This Deed is governed by the laws of the State of Western Australia, without giving effect to conflict of law considerations.
- (c) The Parties submit to the exclusive jurisdiction of the courts of the State of Western Australia, the Federal Court of Australia and the Federal Circuit Court of Australia (as applicable).
- (d) A dispute or legal proceedings in relation to this Deed must be held in Perth, Western Australia.

7.2 Variation

The Parties can vary this Deed only if the variation is in writing and signed by each of the Parties.

7.3 Assignment, novation or transfer

A Party must obtain the prior written consent of the other Party before the first-mentioned Party transfers, assigns or novates a right or obligation under this Deed and any purported transfer, assignment or novation contrary to this clause is void and will not have effect.

7.4 Cumulative rights

A Party's rights under this Deed are in addition to its rights at law.

7.5 Severance

If any provision of this Deed is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this Deed to the minimum extent necessary and to the intent that the remaining provisions of this Deed remain in full force and effect.

7.6 Waiver

- (a) A Party's failure, partial failure or delay in exercising a right relating to this Deed is not a waiver of that right.
- (b) A Party may not claim that another Party's delay or failure to exercise a right relating to this Deed constitutes a waiver of that right or is a defence to its own action or inaction.

7.7 Entire agreement

This Deed constitutes the entire agreement between the Parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this Deed.

7.8 Survival

To the extent that a Party has not satisfied an obligation under this Deed or that obligation is a continuing obligation, that obligation survives the termination of this Deed.

7.9 Specific performance

The Parties agree that damages for breach of any obligations in relation to this Deed are inadequate and a Party is entitled to specific performance or injunctive relief or both.

7.10 Further assurance

Each Party, at its own expense, must promptly do all further acts and sign all further documents necessary or required by law (including the ASX Listing Rules) to give full effect to this Deed.

7.11 No merger

A Party's rights and obligations do not merge on the execution or completion of this Deed or the completion of a transaction under this Deed.

7.12 Costs

Each Party must bear its legal costs and other expenses that may be payable in relation to this Deed and of any instrument or thing incidental to or required by this Deed to be executed or done, unless expressly stated otherwise under this Deed.

7.13 Notices

- (a) Each communication (including each notice, consent, approval, request and demand) given by a Party to another Party in relation to this Deed:
 - (i) must be in writing and in the English language;
 - (ii) must be addressed to the recipient Party using the contact details of the recipient Party specified in this Deed or as otherwise notified by the recipient Party to each other Party from time to time;
 - (iii) must be signed by the Party making it or by that Party's lawyer, attorney, director, secretary or authorised agent;
 - (iv) must be delivered by hand, sent by prepaid post, sent by facsimile or sent by email to the recipient Party at the address or using the contact details specified in this Deed; and
 - (v) is taken to be received by the recipient Party:

- (A) in the case of delivery by hand, upon delivery;
 - (B) in the case of prepaid post sent to a recipient Party in the same country as the sending Party, on the 3rd Business Day after the date of posting;
 - (C) in the case of prepaid post sent to a recipient Party in another country to the sending Party, on the 7th Business Day after the date of posting;
 - (D) in the case of facsimile transmission, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; or
 - (E) in the case of email, at the time it is delivered to the recipient Party's host server.
- (b) Notwithstanding clause 7.13(a)(v), if a communication given under clause 7.13(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

7.14 Counterparts

- (a) This Deed may be executed in any number of counterparts which taken together are ~~one~~ and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by facsimile or email must be treated as an original counterpart.

Schedule 1

Contract Particulars

1. Holder

Name: St Barnabas Investments Pty Ltd (ACN 088 998 387) <Melvista Family A/C>

Address: c/- Hartleys Ltd, GPO Box 2777 Perth 6001 WA

Email: david@maminvestments.com.au

Contact: David Michael

2. Escrowed Securities

10,781,174 fully paid ordinary shares

3. Escrow Period

12 months from the Issue Date.

Executed as a deed

**Executed as a deed by BMG Resources)
Limited ACN 107 118 678 under s 127 of)
the Corporations Act:)**



Signature of Director



Print name in full



Signature of Director/Company Secretary
(Delete title which does not apply)



Print name in full

**Executed as a deed by St Barnabas)
Investments Pty Ltd (ACN 088 998 387))
as trustee for the Melvista Family Trust)
under s 127 of the Corporations Act:**



Signature of Director



Print name in full



JACKSON McDONALD
MULTI-SECTOR LAW

Voluntary Escrow Deed

BMG Resources Limited
ACN 107 118 678
Company

and

**The Party Specified in item 1 of the Schedule
Holder**

Jackson McDonald
Lawyers
225 St Georges Terrace
Perth WA 6000

t: +61 8 9426 6611
f: +61 8 9321 2002
w: www.jacmac.com.au

Contact: Will Moncrieff
Reference: WEM:7169865

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Voluntary Escrow Deed

Date 2020

Parties

Company **BMG Resources Limited** (ACN 107 118 678) of Level 14, 225 St Georges Terrace, Perth WA 6000

Holder The Party Specified in item 1 of the Schedule

Recitals

- A. The Holder is, or will become, the legal and beneficial holder of the Escrowed Securities.
- B. The Holder has agreed not to Dispose of the Escrowed Securities during the Escrow Period, subject to and in accordance with this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless expressly stated otherwise:

ASX means ASX Limited (ACN 008 624 691) trading as the Australian Securities Exchange.

ASX Listing Rules means the official listing rules of ASX.

ASX Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement Pty Limited (ACN 008 504 532).

Business Day means a day upon which ASX is open for trading.

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

Deed means this Voluntary Escrow Deed.

Dispose means to:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign; 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 an Escrowed Security.

Escrowed Securities means the Company securities issued to the Holder specified in item 2 of the Schedule, and includes all securities issued to the Holder in relation to those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company.

Escrow Period means the period(s) specified in item 3 of the Schedule.

Holding Lock has the meaning given to that term in the ASX Settlement Rules.

Issue Date means the date of issue or grant (as applicable) of the Escrowed Securities.

Party means a party to this Deed.

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

1.2 Interpretation

In this Deed, unless the context indicates a contrary intention:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural, and vice versa;
- (c) a reference to a gender includes any gender;
- (d) a reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- (e) the words "includes" and "including" are not words of limitation and do not restrict the interpretation of a word or phrase in this Deed;
- (f) a reference to a document includes a variation or replacement of that document;
- (g) a reference to a statute includes its subordinate legislation, proclamations, ordinances and a modification, replacement or re-enactment of the same;
- (h) a reference to person, includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;
 - (j) the person's personal representatives, permitted assigns and successors;
- (k) a term, condition or warranty in this Deed in favour of, or on the part of, two or more people, benefits or binds them jointly and severally;
- (l) a reference to time is to Australian Western Standard Time in Perth, Western Australia;

- (m) if the date on which an act, matter or thing must be done or take place is not a Business Day, then that act, matter or thing must be done or take place on the next Business Day;
- (n) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (o) a provision of this Deed must not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
- (p) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile;
- (q) a reference to a right includes a benefit, remedy, discretion or power; and
- (r) the phrase "in relation to" has the widest possible import and encompasses the phrases "in connection with", "in respect of", "arising out of" and "resulting from".

1.3 Headings

A heading in this Deed is for convenience only and does not affect the interpretation of this Deed.

2. Restrictions on Disposal of Escrowed Securities

2.1 Restriction

The Holder undertakes and agrees not to Dispose of any Escrowed Securities during the Escrow Period.

2.2 Application of Holding Lock

- (a) The Company may instruct its registry to apply a Holding Lock in relation to the Escrowed Securities.
- (b) The Holder agrees that the Company may apply a Holding Lock in relation to the Escrowed Securities.
- (c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities at the end of the Escrow Period and otherwise in accordance with clauses 3 or 5.3.

2.3 Company registry actions

- (a) The Escrowed Securities will be held on the Company's issuer sponsored sub-register until the expiry of the Escrow Period.
- (b) The Company may:
 - (i) refuse to register any paper based transfer of the Escrowed Securities that does not comply with clauses 2, 3 or 5.3;

- (ii) identify on its register of members the Escrowed Securities as securities restricted from Disposal under this Deed; and
- (iii) procure statements issued in relation to the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

2.4 Other restrictions

The Holder acknowledges and agrees that this Deed does not supersede, vary or otherwise limit, and is in addition to, any other restrictions applying to the Holder in relation to the Escrowed Securities, including:

- (a) any similar or other escrow restrictions imposed by ASX in relation to the Escrowed Securities; or
- (b) any restrictions at law, under statute or under any other agreement, arrangement or understanding.

3. Permitted disposals

3.1 Takeovers

The restrictions clause 2.1 do not preclude the Holder from participating in a takeover bid as that term is defined in the Corporations Act (**Takeover Bid**) if all of the following conditions are met:

- (a) the offers under the Takeover Bid are for securities of the Company in the same bid class as the relevant Escrowed Securities; and
- (b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offer(s) relate, have accepted the Takeover Bid.

3.2 Schemes of arrangement

The Escrowed Securities may be Disposed of or cancelled in accordance with the terms of a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied in the event that the merger does not take effect.

3.3 Buy-back or selective reduction of capital

The restrictions clause 2.1 do not preclude the Holder from Disposing of its Escrowed Securities to the extent required under a buy-back or a reduction of capital effected in accordance with the Corporations Act (as the case may be).

4. Holder's acknowledgements, undertakings and warranties

The Holder:

- (a) represents and warrants that it has not before the date of this Deed done nor omitted to do any act which would breach clause 2.1 if it had been done or omitted to be done after the date of this Deed;
- (b) if the Company is or becomes admitted to the Official List of ASX, undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within 3 Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Escrowed Securities (or the Shares underlying the Escrowed Securities) the subject of the Disposal;
- (c) is not required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;
- (d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed unless it first consults with and obtains the agreement in writing of the Company; and
- (e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware in relation to this Deed from time to time as required by the ASX Listing Rules.

5. Exercise of rights attaching to Escrowed Securities

5.1 Voting of Escrowed Securities

- (a) Subject to any restrictions found in this Deed, the Holder may, during the Escrow Period, exercise all voting rights attaching to the Escrowed Securities.
- (b) During the Escrow Period, the Holder must not exercise any voting rights attaching to any securities in the Company (whether the Escrowed Securities or otherwise) in support of one or more arrangements that would result in a repayment of capital being made on the Escrowed Securities prior to a winding up of the Company.

5.2 Dividends and distributions on Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to:

- (a) receive a dividend or other distribution on the Escrowed Securities; or
- (b) elect the form and manner in which the dividend or other distribution on the Escrowed Securities is paid.

5.3 Exercise of other rights attaching to Escrowed Securities

Subject to any specific restrictions found in this Deed, the escrow restrictions in this Deed do not impair any right of the Holder to exercise a right attaching to an Escrowed Security that entitles the Holder to purchase or otherwise acquire another security or to exchange or convert an Escrowed Security into another security.

6. Termination

- (a) The Company may terminate this Deed at any time by giving the Holder written notice to that effect.
- (b) This Deed terminates on the expiry of the Escrow Period unless terminated earlier in accordance with its terms.

7. Miscellaneous provisions

- (a) Governing law and jurisdiction
- (b) This Deed is governed by the laws of the State of Western Australia, without giving effect to conflict of law considerations.
- (c) The Parties submit to the exclusive jurisdiction of the courts of the State of Western Australia, the Federal Court of Australia and the Federal Circuit Court of Australia (as applicable).
- (d) A dispute or legal proceedings in relation to this Deed must be held in Perth, Western Australia.

7.2 Variation

The Parties can vary this Deed only if the variation is in writing and signed by each of the Parties.

7.3 Assignment, novation or transfer

A Party must obtain the prior written consent of the other Party before the first-mentioned Party transfers, assigns or novates a right or obligation under this Deed and any purported transfer, assignment or novation contrary to this clause is void and will not have effect.

7.4 Cumulative rights

A Party's rights under this Deed are in addition to its rights at law.

7.5 Severance

If any provision of this Deed is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this Deed to the minimum extent necessary and to the intent that the remaining provisions of this Deed remain in full force and effect.

7.6 Waiver

- (a) A Party's failure, partial failure or delay in exercising a right relating to this Deed is not a waiver of that right.
- (b) A Party may not claim that another Party's delay or failure to exercise a right relating to this Deed constitutes a waiver of that right or is a defence to its own action or inaction.

7.7 Entire agreement

This Deed constitutes the entire agreement between the Parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this Deed.

7.8 Survival

To the extent that a Party has not satisfied an obligation under this Deed or that obligation is a continuing obligation, that obligation survives the termination of this Deed.

7.9 Specific performance

The Parties agree that damages for breach of any obligations in relation to this Deed are inadequate and a Party is entitled to specific performance or injunctive relief or both.

7.10 Further assurance

Each Party, at its own expense, must promptly do all further acts and sign all further documents necessary or required by law (including the ASX Listing Rules) to give full effect to this Deed.

7.11 No merger

A Party's rights and obligations do not merge on the execution or completion of this Deed or the completion of a transaction under this Deed.

7.12 Costs

Each Party must bear its legal costs and other expenses that may be payable in relation to this Deed and of any instrument or thing incidental to or required by this Deed to be executed or done, unless expressly stated otherwise under this Deed.

7.13 Notices

- (a) Each communication (including each notice, consent, approval, request and demand) given by a Party to another Party in relation to this Deed:
 - (i) must be in writing and in the English language;
 - (ii) must be addressed to the recipient Party using the contact details of the recipient Party specified in this Deed or as otherwise notified by the recipient Party to each other Party from time to time;
 - (iii) must be signed by the Party making it or by that Party's lawyer, attorney, director, secretary or authorised agent;
 - (iv) must be delivered by hand, sent by prepaid post, sent by facsimile or sent by email to the recipient Party at the address or using the contact details specified in this Deed; and
 - (v) is taken to be received by the recipient Party:

- (A) in the case of delivery by hand, upon delivery;
 - (B) in the case of prepaid post sent to a recipient Party in the same country as the sending Party, on the 3rd Business Day after the date of posting;
 - (C) in the case of prepaid post sent to a recipient Party in another country to the sending Party, on the 7th Business Day after the date of posting;
 - (D) in the case of facsimile transmission, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; or
 - (E) in the case of email, at the time it is delivered to the recipient Party's host server.
- (b) Notwithstanding clause 7.13(a)(v), if a communication given under clause 7.13(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

7.14 Counterparts

- (a) This Deed may be executed in any number of counterparts which taken together are one and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by facsimile or email must be treated as an original counterpart.

Schedule 1

Contract Particulars

1. Holder

Name: Impulzive Pty Ltd (ACN 105 733 953) <Dawson Superannuation A/C>

Address: 21 Gardyne Street Bronte NSW 2024

Email: johndawson57@bigpond.com

Contact: John Dawson

2. Escrowed Securities

10,781,174 fully paid ordinary shares

3. Escrow Period

12 months from the Issue Date.

Executed as a deed

Executed as a deed by BMG Resources)
Limited ACN 107 118 678 under s 127 of)
the Corporations Act:)



Signature of Director



Print name in full


Signature of Director/Company Secretary
(Delete title which does not apply)



Print name in full

Executed as a deed by Impulzive Pty Ltd)
(ACN 105 733 953) as trustee for the)
Dawson Superannuation Fund under)
s 127 of the Corporations Act:



Signature of Director



Print name in full



Signature of Director/Company Secretary
(Delete title which does not apply)



Print name in full