

## Substantial Shareholder Notices

Accelerate Resources Limited (ASX: AX8) (“**Accelerate**” or “**the Company**”) advises that the Company did not previously lodge a substantial shareholder notice on its own behalf in relation to the 7,000,000 fully paid shares (**Shares**) issued to the vendors of Halcyon Resources Pty Ltd (**Halcyon**) as initial consideration for the acquisition of Halcyon (as announced on 18 November 2019). The basis for the Company being required to submit a substantial shareholder notice is that:

- all shares issued to the Halcyon vendors were subject to a voluntary escrow period of 9 months from the date of issue of the Shares (i.e. until 19 August 2020); and
- certain Halcyon vendors, individually and separate to the share sale agreement between the Company and the Halcyon vendors, agreed to enter into shareholder support deeds in relation to the Shares issued to them by the Company,

which gave the Company a relevant interest (as defined in the Act) of more than 5% in Shares of the Company.

The Company only became aware of this after the close of market on Friday 13 March 2020 and has now lodged the substantial shareholder notice.

In addition, and also as a result of the Shares issued pursuant to the Halcyon acquisition, and Placement dated 28 January, 2020, Director Yaxi Zhan and Gibb River Diamonds Ltd were also required to submit updated substantial shareholder notices, to account for the reduction of their respective relevant interests in Shares by more than 1% following the issue of Shares to the Halcyon vendors and the Placement.

### CONTACTS

### BOARD

The Company confirms that the substantial shareholder notices referred to above have now been lodged with the ASX.

—ENDS—

**For further information please contact  
Yaxi Zhan  
Managing Director**

E: [Yaxiz@AX8.com.au](mailto:Yaxiz@AX8.com.au) | P: +61 8 9480 0500 | W: [www.AX8.com.au](http://www.AX8.com.au)

*This announcement was authorised for release by the Board of Accelerate Resources Limited.*

#### CONTACTS

#### BOARD

**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 18/11/2019

**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)	7,000,000	7,000,000	12.82%

**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
Accelerate Resources Ltd	Relevant interest in the shares held by the registered holders described in section 4 below pursuant to sections 608(1)(b) and 608(1)(c) of the Corporations Act 2001 (Cth) as the Company has the ability to control the exercise of a right to vote pursuant to shareholder support deeds (Annexure A) and has the ability to prohibit the shareholders from disposing of their shares for a prescribed period of time pursuant to voluntary restriction agreements (Annexure B).	7,000,000 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	Mr Jonathon Adam Davies	Mr Jonathon Adam Davies	968,470 Shares
	Mr David Alan Detata	Mr David Alan Detata	97,589 Shares
	Mr Eric William Emmott	Mr Eric William Emmott	553,412 Shares
	Nova Minerals Limited	Nova Minerals Limited	1,335,600 Shares
	Omen Pty Ltd	Omen Pty Ltd	968,470 Shares
	Mr Stuart Rechner	Mr Stuart Rechner	1,399,753 Shares
	SABA Nominees Pty Ltd	SABA Nominees Pty Ltd	276,706 Shares
	James Peter Allchurch	James Peter Allchurch	1,400,000 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	18/11/2019	Nil		7,000,000 Shares

## 6. Associates

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

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

## 7. Addresses

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

Name	Address
Accelerate Resources Ltd	Unit 1, 16 Ord Street, West Perth WA 6005
Mr Jonathon Adam Davies	Unit 4, 1 Hammond Street, West Perth WA 6005
Mr David Alan Detata	63 Normanby Road, Inglewood WA 6052
Mr Eric William Emmott	Dowerin Road Moonijin, Dowerin WA 6461
Nova Minerals Limited	Level 17, 500 Collins Street, Melbourne VIC 3000
Omen Pty Ltd	25-27 Jewell Parade, North Fremantle WA 6159
Mr Stuart Rechner	13 Newry Street, Fitzroy North VIC 3068
SABA Nominees Pty Ltd	Locked Bag 6, Australia Square NSW 1215
James Peter Allchurch	73 Webster St, Nedlands WA 6009

## Signature

print name    Yaxi Zhan, for and on behalf of the Company    capacity    Director

sign here        date    16/03/2020

This Deed is made this 18<sup>th</sup> day of NOVEMBER 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

Nova Minerals Limited (ACN 006 690 348) of Level 17, 500 Collins Street, MELBOURNE VIC 3000 (Supporting Shareholder)

This Deed provides

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## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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

**Board** means the board of Directors.

**Chair** means the chair of Directors or a person appointed to chair a meeting or part of a meeting of Shareholders, as the case requires.

**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 the Supporting Shareholder has 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.

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## 2. Voting Agreement

The Supporting Shareholder agrees 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.

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### **3. Remedies**

The Supporting Shareholder acknowledges 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.

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### **4. Benefit**

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

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### **5. Term**

- (a) This deed and the obligations of the Supporting Shareholder contained in this deed takes effect on and from execution and terminate on the earlier of:
  - (i) 9 months from the date of this deed; and
  - (ii) 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 5 and 6 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 the Supporting Shareholder, such notice being deemed to be given by sending it to (or leaving it at) the addresses

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### **6. General**

#### **6.1 Further acts**

Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### **6.2 Jurisdiction**

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each Party irrevocably 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, where that venue falls within clause 6.2(a).

**6.3 Severability of provisions**

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

**6.4 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the Parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the Parties.

**6.5 Counterparts**


This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

**Executed as a Deed.**

EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the *Corporations Act 2001* (Cth):


  
\_\_\_\_\_  
Signature of director

YAXI ZHAN  
\_\_\_\_\_  
Name of director

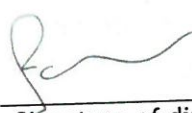
  
\_\_\_\_\_  
Signature of director/company secretary\*

DEBORAH HO  
\_\_\_\_\_  
Name of director/company secretary\*

EXECUTED by Nova Minerals Limited (ACN 006 690 348) in accordance with section 127 of the *Corporations Act 2001* (Cth):

  
\_\_\_\_\_  
Signature of director

Louie Simens  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company secretary\*

Ian Pamensky  
\_\_\_\_\_  
Name of director/company secretary\*



This Deed is made this 18<sup>th</sup> day of NOVEMBER 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

Eric William Emmott of Dowerin Road Moonijin, DOWERIN WA 6461 (Supporting Shareholder)

This Deed provides

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## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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

**Board** means the board of Directors.

**Chair** means the chair of Directors or a person appointed to chair a meeting or part of a meeting of Shareholders, as the case requires.

**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 the Supporting Shareholder has 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.

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## 2. Voting Agreement

The Supporting Shareholder agrees 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.

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### **3. Remedies**

The Supporting Shareholder acknowledges 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.

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### **4. Benefit**

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

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### **5. Term**

- (a) This deed and the obligations of the Supporting Shareholder contained in this deed takes effect on and from execution and terminate on the earlier of:
  - (i) 9 months from the date of this deed; and
  - (ii) 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 5 and 6 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 the Supporting Shareholder, such notice being deemed to be given by sending it to (or leaving it at) the addresses

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### **6. General**

#### **6.1 Further acts**

Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### **6.2 Jurisdiction**

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each Party irrevocably 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, where that venue falls within clause 6.2(a).

### **6.3 Severability of provisions**

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

### **6.4 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

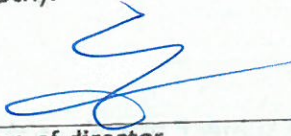
- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the Parties; and
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**Executed as a Deed.**

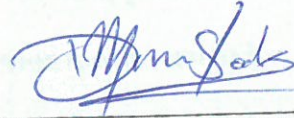
EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

YAKI ZHANG

Name of director

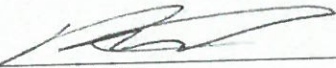


Signature of director/company secretary\*

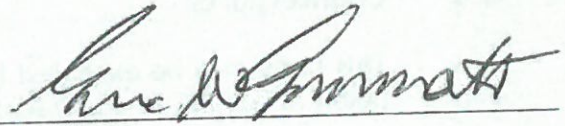
Deborah Ho

Name of director/company secretary\*

Signed by Eric William Emmott in the presence of:



Signature of Witness



Signature

RODNEY STICKLAND

Name of Witness in full

This Deed is made this 18<sup>th</sup> day of November 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

Stuart Rechner of 13 Newry Street, FITZROY NORTH VIC 3068 (Supporting Shareholder)

This Deed provides

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## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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**Board** means the board of Directors.

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## 2. Voting Agreement

The Supporting Shareholder agrees 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.

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### **3. Remedies**

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### **5. Term**

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  - (i) 9 months from the date of this deed; and
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- (b) If this deed is terminated then:
  - (i) the provisions of this deed will cease to have effect, except for the provisions of clauses 5 and 6 which will survive termination and continue in full force and effect;
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### **6. General**

#### **6.1 Further acts**

Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### **6.2 Jurisdiction**

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
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### **6.5 Counterparts**

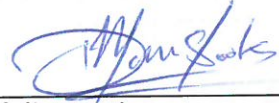
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**Executed as a Deed.**

EXECUTED by Accelerate Resources )  
Limited (ACN 617 821 771) in accordance )  
with section 127 of the Corporations Act )  
2001 (Cth): )  
)



\_\_\_\_\_  
Signature of director



\_\_\_\_\_  
Signature of director/company secretary\*

YAXI ZHAN

\_\_\_\_\_  
Name of director


DEBORAH Ho

\_\_\_\_\_  
Name of director/company secretary\*

Signed by Stuart Rechner in the presence )  
of: )  
)  
)  
)



\_\_\_\_\_  
Signature of Witness



\_\_\_\_\_  
Signature

Anitra Rose Rechner

\_\_\_\_\_  
Name of Witness in full



This Deed is made this 18<sup>th</sup> day of November 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

SJ Capital Pty Ltd (ACN 601 822 164) of LOCKED BAG 6, AUSTRALIA SQUARE NSW 1215 (Supporting Shareholder)

This Deed provides

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## 1. Definitions and interpretation

### 1.1 Definitions

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### **5. Term**

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### **6. General**

#### **6.1 Further acts**

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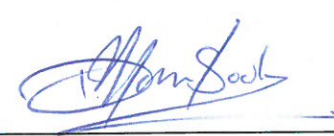
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Limited (ACN 617 821 771) in accordance )  
with section 127 of the *Corporations Act* )  
2001 (Cth): )  
)

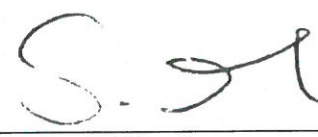
  
\_\_\_\_\_  
Signature of director

YAXI ZHAN  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company secretary\*

DEBORAH HO  
\_\_\_\_\_  
Name of director/company secretary\*

EXECUTED by SJ Capital Pty Ltd (ACN 601 )  
822 164) in accordance with section 127 of )  
the *Corporations Act 2001* (Cth): )  
)  
)

  
\_\_\_\_\_  
Signature of director

Sebastian Jurd  
\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director/company secretary\*

\_\_\_\_\_  
Name of director/company secretary\*

This Deed is made this 18<sup>th</sup> day of November 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

Jonathan Adam Davies of Unit 4, 1 Hammond St, WEST PERTH WA 6005 (Supporting Shareholder)

This Deed provides

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## 2. Voting Agreement

The Supporting Shareholder agrees 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.

---

### **3. Remedies**

The Supporting Shareholder acknowledges 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.

---

### **4. Benefit**

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

---

### **5. Term**

- (a) This deed and the obligations of the Supporting Shareholder contained in this deed takes effect on and from execution and terminate on the earlier of:
  - (i) 9 months from the date of this deed; and
  - (ii) 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 5 and 6 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 the Supporting Shareholder, such notice being deemed to be given by sending it to (or leaving it at) the addresses

---

### **6. General**

#### **6.1 Further acts**

Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### **6.2 Jurisdiction**

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each Party irrevocably 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, where that venue falls within clause 6.2(a).

### **6.3 Severability of provisions**

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

### **6.4 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the Parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the Parties.

### **6.5 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

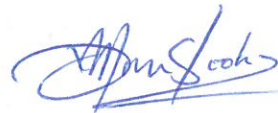
**Executed as a Deed.**

EXECUTED by Accelerate Resources  
Limited (ACN 617 821 771) in accordance  
with section 127 of the Corporations Act  
2001 (Cth):

)  
)  
)  
)  
)

  
\_\_\_\_\_  
Signature of director

YACI ZHAN  
\_\_\_\_\_  
Name of director



\_\_\_\_\_  
Signature of director/company secretary\*

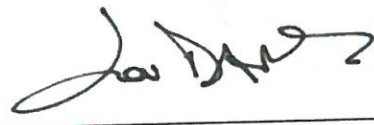
DEBORAH Ho  
\_\_\_\_\_

\_\_\_\_\_  
Name of director/company secretary\*

Signed by Jonathan Adam Davies in the  
presence of:

)  
)  
)  
)  
)

  
\_\_\_\_\_  
Signature of Witness



\_\_\_\_\_  
Signature

Stuart Rechner  
\_\_\_\_\_  
Name of Witness in full



This Deed is made this 18<sup>th</sup> day of November 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).  
and  
David Detata of 63 Normanby Road, INGLEWOOD WA 6052 (Supporting Shareholder)

This Deed provides

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## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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

**Board** means the board of Directors.

**Chair** means the chair of Directors or a person appointed to chair a meeting or part of a meeting of Shareholders, as the case requires.

**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 the Supporting Shareholder has 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.

---

## 2. Voting Agreement

The Supporting Shareholder agrees 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.

---

### **3. Remedies**

The Supporting Shareholder acknowledges 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.

---

### **4. Benefit**

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

---

### **5. Term**

- (a) This deed and the obligations of the Supporting Shareholder contained in this deed takes effect on and from execution and terminate on the earlier of:
  - (i) 9 months from the date of this deed; and
  - (ii) 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 5 and 6 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 the Supporting Shareholder, such notice being deemed to be given by sending it to (or leaving it at) the addresses

---

### **6. General**

#### **6.1 Further acts**


Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### **6.2 Jurisdiction**

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each Party irrevocably 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

Executed as a Deed.

EXECUTED by Accelerate Resources )  
Limited (ACN 617 821 771) in accordance )  
with section 127 of the *Corporations Act* )  
2001 (Cth): )  
)

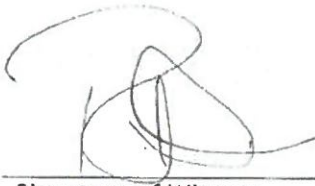
  
\_\_\_\_\_  
Signature of director

YAXI ZHAN  
\_\_\_\_\_  
Name of director


  
\_\_\_\_\_  
Signature of director/company secretary\*

DEBORAH HO  
\_\_\_\_\_  
Name of director/company secretary\*

Signed by David Detata in the presence of: )  
)  
)  
)  
)

  
\_\_\_\_\_  
Signature of Witness

Robert Paul Dunsmore  
\_\_\_\_\_  
Name of Witness in full

  
\_\_\_\_\_  
Signature

have that any proceedings have been brought in an inconvenient forum, where that venue falls within clause 6.2(a).

### **6.3 Severability of provisions**

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

### **6.4 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the Parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the Parties.

### **6.5 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

This Deed is made this 18<sup>th</sup> day of November 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

Omen Pty Ltd (ACN 008 924 561) of 25-27 Jewell Parade, NORTH FREMANTLE WA 6159 (Supporting Shareholder)

This Deed provides

---

## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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

**Board** means the board of Directors.

**Chair** means the chair of Directors or a person appointed to chair a meeting or part of a meeting of Shareholders, as the case requires.

**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 the Supporting Shareholder has 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.

---

## 2. Voting Agreement

The Supporting Shareholder agrees 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.

---

### 3. Remedies

The Supporting Shareholder acknowledges 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.

---

### 4. Benefit

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

---

### 5. Term

- (a) This deed and the obligations of the Supporting Shareholder contained in this deed takes effect on and from execution and terminate on the earlier of:
  - (i) 9 months from the date of this deed; and
  - (ii) 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 5 and 6 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 the Supporting Shareholder, such notice being deemed to be given by sending it to (or leaving it at) the addresses

---

### 6. General

#### 6.1 Further acts

Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### 6.2 Jurisdiction

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each Party irrevocably 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, where that venue falls within clause 6.2(a).

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### **6.5 Counterparts**

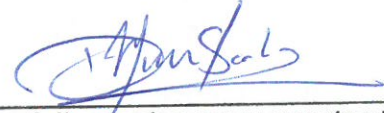
This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

**Executed as a Deed.**

**EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the Corporations Act 2001 (Cth):** )  
)  
)  
)  
)



Signature of director



Signature of director/company secretary\*

YAXI ZHANG

Name of director

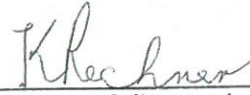
DEBORAH Ho

Name of director/company secretary\*

**EXECUTED by Omen Pty Ltd (ACN 008 924 561) in accordance with section 127 of the Corporations Act 2001 (Cth):** )  
)  
)  
)  
)



Signature of director



Signature of director/company secretary\*

ANTHONY RECHNER

Name of director

KATE RECHNER

Name of director/company secretary\*



This Deed is made this

18<sup>th</sup>

12 day of November 2019

**Parties** Accelerate Resources Ltd (ACN 617 821 771) of Unit 1, 16 Ord St, West Perth WA 6005 (Company).

and

James Peter Allchurch of 73 Webster Street, NEDLANDS WA 6009 (Supporting Shareholder)

This Deed provides

---

## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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

**Board** means the board of Directors.

**Chair** means the chair of Directors or a person appointed to chair a meeting or part of a meeting of Shareholders, as the case requires.

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

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

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**Relevant Shares** means any Shares in which the Supporting Shareholder has 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.

---

## 2. Voting Agreement

The Supporting Shareholder agrees 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.

---

### **3. Remedies**

The Supporting Shareholder acknowledges 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.

---

### **4. Benefit**

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

---

### **5. Term**

- (a) This deed and the obligations of the Supporting Shareholder contained in this deed takes effect on and from execution and terminate on the earlier of:
  - (i) 9 months from the date of this deed; and
  - (ii) 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 5 and 6 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 the Supporting Shareholder, such notice being deemed to be given by sending it to (or leaving it at) the addresses

---

### **6. General**

#### **6.1 Further acts**

Each Party will promptly do and perform 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 the other Party to give effect to this Deed.

#### **6.2 Jurisdiction**

- (a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed.

- (b) Each Party irrevocably 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, where that venue falls within clause 6.2(a).

### **6.3 Severability of provisions**

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

### **6.4 Entire agreement**

To the extent permitted by law, in relation to the subject matter of this Deed, this Deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed upon between the Parties; and
- (b) supersedes any prior agreement (whether or not in writing) between the Parties.


### **6.5 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

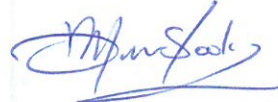
**Executed as a Deed.**

EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the *Corporations Act 2001* (Cth):

)  
)  
)  
)  
)



Signature of director



Signature of director/company secretary\*

YAXI ZHAN

Name of director

DEBORAH HO

Name of director/company secretary\*

Signed by James Peter Allchurch in the presence of:

)  
)  
)  
)  
)



Signature of Witness



Signature

SCOTT BRUCE MACMILLAN

Name of Witness in full

This Deed is made this 18<sup>th</sup> day of November 2019

**Party** The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
- C. The Share Registry has been appointed to manage the Company's register of members.
- D. The Shareholder acknowledges during the Hold Period that a Holding Lock be applied to the Locked Shares in accordance with the terms of this Deed.

## This Deed provides

---

# 1. Definitions

## 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

**Agreement** means the share sale agreement dated on or about the date of this Deed between the Company and the Shareholder, amongst other parties, pursuant to which the Company will issue the Locked Shares to the Shareholder.

**ASX** means ASX Limited (ABN 98 008 624 691) and where the context permits, the Australian Securities Exchange operated by ASX Limited.

**Company** means the entity described in Item 1 of the Schedule.

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

**Deed** means the deed poll constituted by this document and includes the recitals.

**Hold Period** means the period described in in Item 3 of the Schedule.

**Holding Lock** is the facility managed by the Share Registry that prevents the Locked Shares from being transferred.

**Issuer Sponsored Holding** has the meaning in the operating rules of ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532).

**Listing Rules** means the listing rules of ASX.

**Locked Shares** means the securities described in Item 4 of the Schedule.

**Share Registry** means Advanced Share Registry Ltd (ACN 127 175 946).

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

---

## **2. Holding Lock**

The Shareholder consents to the following:

- (a) the Locked Shares will be an Issuer Sponsored Holding during the Hold Period;
- (b) the application of a Holding Lock to the Locked Shares during the Hold Period; and
- (c) the Company applying a Holding Lock to prevent a transfer of the Locked Shares during the Hold Period.

---

## **3. Nature of Deed Poll**

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

---

## **4. General**

### **4.1 Further Assurance**

The Shareholder shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the Company to effectively carry out and give effect to the terms and intentions of this Deed.

### **4.2 Governing Law**

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Shareholder agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

### **4.3 Severance**

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

## Schedule

**1. Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St, West Perth WA 6005;

**2. Shareholder's name and address**

Nova Minerals Limited (ACN 006 690 348) of Level 17, 500 Collins Street, MELBOURNE VIC 3000

**3. Hold period**

The period commencing on the date that the Locked Shares are issued and ending on the date that is 9 months after the date the Locked Shares are issued.

**4. Particulars of Locked Shares**

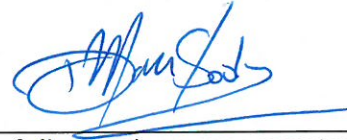
1,335,600 Shares.

**Executed as a Deed Poll.**

**EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the Corporations Act 2001 (Cth):** )  
)  
)  
)  
)



\_\_\_\_\_  
Signature of director

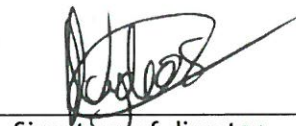


\_\_\_\_\_  
Signature of director/company secretary\*

Yaxi zhan  
Name of director

Deborah H  
Name of director/company secretary\*

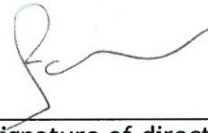
**EXECUTED by Nova Minerals Limited (ACN 006 690 348) in accordance with section 127 of the Corporations Act 2001 (Cth):** )  
)  
)  
)  
)



\_\_\_\_\_  
Signature of director

Louie Simens

\_\_\_\_\_  
Name of director



\_\_\_\_\_  
Signature of director/company secretary\*

Ian Pamensky

\_\_\_\_\_  
Name of director/company secretary\*



This Deed is made this 18<sup>th</sup> day of November 2019

Party The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
- C. The Share Registry has been appointed to manage the Company's register of members.
- D. The Shareholder acknowledges during the Hold Period that a Holding Lock be applied to the Locked Shares in accordance with the terms of this Deed.

## This Deed provides

---

# 1. Definitions

## 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

**Agreement** means the share sale agreement dated on or about the date of this Deed between the Company and the Shareholder, amongst other parties, pursuant to which the Company will issue the Locked Shares to the Shareholder.

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**Company** means the entity described in Item 1 of the Schedule.

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

**Deed** means the deed poll constituted by this document and includes the recitals.

**Hold Period** means the period described in in Item 3 of the Schedule.

**Holding Lock** is the facility managed by the Share Registry that prevents the Locked Shares from being transferred.

**Issuer Sponsored Holding** has the meaning in the operating rules of ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532).

**Listing Rules** means the listing rules of ASX.

**Locked Shares** means the securities described in Item 4 of the Schedule.

**Share Registry** means Advanced Share Registry Ltd (ACN 127 175 946).

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

---

## **2. Holding Lock**

The Shareholder consents to the following:

- (a) the Locked Shares will be an Issuer Sponsored Holding during the Hold Period;
- (b) the application of a Holding Lock to the Locked Shares during the Hold Period; and
- (c) the Company applying a Holding Lock to prevent a transfer of the Locked Shares during the Hold Period.

---

## **3. Nature of Deed Poll**

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

---

## **4. General**

### **4.1 Further Assurance**

The Shareholder shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the Company to effectively carry out and give effect to the terms and intentions of this Deed.

### **4.2 Governing Law**

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Shareholder agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

### **4.3 Severance**

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

## Schedule

1. **Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St, West Perth WA 6005;

2. **Shareholder's name and address**

Eric William Emmott of Dowerin Road Moonijin, DOWERIN WA 6461

3. **Hold period**

The period commencing on the date that the Locked Shares are issued and ending on the date that is 9 months after the date the Locked Shares are issued.

4. **Particulars of Locked Shares**

~~553,700~~ Shares.

*AB*  
*D/ho* 553,412  
*AB*

Executed as a Deed Poll.


EXECUTED by Accelerate Resources  
Limited (ACN 617 821 771) in accordance  
with section 127 of the *Corporations Act*  
2001 (Cth):

)  
)  
)  
)  
)

  
\_\_\_\_\_  
Signature of director

  
\_\_\_\_\_  
Signature of director/company secretary\*


  
\_\_\_\_\_  
Name of director


  
\_\_\_\_\_  
Name of director/company secretary\*

Signed by Eric William Emmott in the  
presence of:

)  
)  
)  
)

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Witness in full

This Deed is made this 18<sup>th</sup> day of November 2019

Party The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
- C. The Share Registry has been appointed to manage the Company's register of members.
- D. The Shareholder acknowledges during the Hold Period that a Holding Lock be applied to the Locked Shares in accordance with the terms of this Deed.

## This Deed provides

---

# 1. Definitions

## 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

**Agreement** means the share sale agreement dated on or about the date of this Deed between the Company and the Shareholder, amongst other parties, pursuant to which the Company will issue the Locked Shares to the Shareholder.

**ASX** means ASX Limited (ABN 98 008 624 691) and where the context permits, the Australian Securities Exchange operated by ASX Limited.

**Company** means the entity described in Item 1 of the Schedule.

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

**Deed** means the deed poll constituted by this document and includes the recitals.

**Hold Period** means the period described in in Item 3 of the Schedule.

**Holding Lock** is the facility managed by the Share Registry that prevents the Locked Shares from being transferred.

**Issuer Sponsored Holding** has the meaning in the operating rules of ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532).

**Listing Rules** means the listing rules of ASX.

**Locked Shares** means the securities described in Item 4 of the Schedule.

**Share Registry** means Advanced Share Registry Ltd (ACN 127 175 946).

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

---

## 2. Holding Lock

The Shareholder consents to the following:

- (a) the Locked Shares will be an Issuer Sponsored Holding during the Hold Period;
- (b) the application of a Holding Lock to the Locked Shares during the Hold Period; and
- (c) the Company applying a Holding Lock to prevent a transfer of the Locked Shares during the Hold Period.

---

## 3. Nature of Deed Poll

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

---

## 4. General

### 4.1 Further Assurance

The Shareholder shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the Company to effectively carry out and give effect to the terms and intentions of this Deed.

### 4.2 Governing Law

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Shareholder agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

### 4.3 Severance

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

## Schedule

1. **Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St,  
West Perth WA 6005;

2. **Shareholder's name and address**

Stuart Rechner of 13 Newry Street, FITZROY NORTH VIC 3068

3. **Hold period**

The period commencing on the date that the Locked Shares are issued and ending on  
the date that is 9 months after the date the Locked Shares are issued.

4. **Particulars of Locked Shares**

1,400,000 Shares.

1,399,753 Stuart Rechner

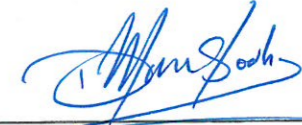
Stuart DHO.

Executed as a Deed Poll.

EXECUTED by Accelerate Resources )  
Limited (ACN 617 821 771) in accordance )  
with section 127 of the Corporations Act )  
2001 (Cth): )



Signature of director



Signature of director/company secretary\*

Yaxi zhan.

Name of director

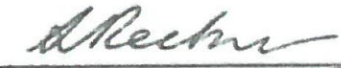
DEBORAH H.

Name of director/company secretary\*

Signed by Stuart Rechner in the presence )  
of: )



Signature of Witness



Signature

Anitra Rose Rechner

Name of Witness in full



This Deed is made this 18<sup>th</sup> day of November 2019

Party The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
- C. The Share Registry has been appointed to manage the Company's register of members.
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## This Deed provides

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**Listing Rules** means the listing rules of ASX.

**Locked Shares** means the securities described in Item 4 of the Schedule.

**Share Registry** means Advanced Share Registry Ltd (ACN 127 175 946).

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

---

## **2. Holding Lock**

The Shareholder consents to the following:

- (a) the Locked Shares will be an Issuer Sponsored Holding during the Hold Period;
- (b) the application of a Holding Lock to the Locked Shares during the Hold Period; and
- (c) the Company applying a Holding Lock to prevent a transfer of the Locked Shares during the Hold Period.

---

## **3. Nature of Deed Poll**

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

---

## **4. General**

### **4.1 Further Assurance**

The Shareholder shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the Company to effectively carry out and give effect to the terms and intentions of this Deed.

### **4.2 Governing Law**

This Deed shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Shareholder agrees to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

### **4.3 Severance**

If any provision of this Deed is invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.

## Schedule

1. **Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St, West Perth WA 6005;

2. **Shareholder's name and address**

SJ Capital Pty Ltd (ACN 601 822 164) of LOCKED BAG 6, AUSTRALIA SQUARE NSW 1215

3. **Hold period**

The period commencing on the date that the Locked Shares are issued and ending on the date that is 9 months after the date the Locked Shares are issued.

4. **Particulars of Locked Shares**

~~276,500~~ Shares.

276,706

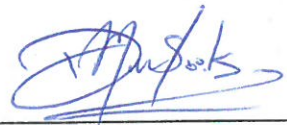
*SB* *DK* *S. SJ*

Executed as a Deed Poll.

EXECUTED by Accelerate Resources )  
Limited (ACN 617 821 771) in accordance )  
with section 127 of the *Corporations Act* )  
2001 (Cth): )  
)


  
\_\_\_\_\_  
Signature of director

Yaxi zhan  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company secretary\*

DeBORAH Ho  
\_\_\_\_\_  
Name of director/company secretary\*

EXECUTED by SJ Capital Pty Ltd (ACN 601 )  
822 164) in accordance with section 127 of )  
the *Corporations Act 2001* (Cth): )  
)  
)

  
\_\_\_\_\_  
Signature of director

Sebastian Jurd  
\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director/company secretary\*

\_\_\_\_\_  
Name of director/company secretary\*

This Deed is made this 18th day of November 2019

**Party** The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
- C. The Share Registry has been appointed to manage the Company's register of members.
- D. The Shareholder acknowledges during the Hold Period that a Holding Lock be applied to the Locked Shares in accordance with the terms of this Deed.

## This Deed provides

---

### 1. Definitions

#### 1.1 Definitions

In this Deed the following terms shall bear the following meanings:

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**Issuer Sponsored Holding** has the meaning in the operating rules of ASX Settlement and Transfer Corporation Pty Limited (ABN 49 008 504 532).

**Listing Rules** means the listing rules of ASX.

**Locked Shares** means the securities described in Item 4 of the Schedule.

**Share Registry** means Advanced Share Registry Ltd (ACN 127 175 946).

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

---

## **2. Holding Lock**

The Shareholder consents to the following:

- (a) the Locked Shares will be an Issuer Sponsored Holding during the Hold Period;
- (b) the application of a Holding Lock to the Locked Shares during the Hold Period; and
- (c) the Company applying a Holding Lock to prevent a transfer of the Locked Shares during the Hold Period.

---

## **3. Nature of Deed Poll**

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

---

## **4. General**

### **4.1 Further Assurance**

The Shareholder shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the Company to effectively carry out and give effect to the terms and intentions of this Deed.

### **4.2 Governing Law**

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## Schedule

1. **Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St, West Perth WA 6005;

2. **Shareholder's name and address**

Jonathan Adam Davies of Unit 4, 1 Hammond St, WEST PERTH WA 6005

3. **Hold period**

The period commencing on the date that the Locked Shares are issued and ending on the date that is 9 months after the date the Locked Shares are issued.

4. **Particulars of Locked Shares**

~~968,800~~ Shares.

968,470

*J AD*

*JAD*

Executed as a Deed Poll.

EXECUTED by Accelerate Resources  
Limited (ACN 617 821 771) in accordance  
with section 127 of the *Corporations Act*  
2001 (Cth):

  
\_\_\_\_\_  
Signature of director

Yaxi zhan  
\_\_\_\_\_  
Name of director


  
\_\_\_\_\_  
Signature of director/company secretary\*

DEBORAH Ho  
\_\_\_\_\_  
Name of director/company secretary\*

Signed by Jonathan Adam Davies in the  
presence of:

  
\_\_\_\_\_  
Signature of Witness

Stuart Rechner  
\_\_\_\_\_  
Name of Witness in full

  
\_\_\_\_\_  
Signature



This Deed is made this 18<sup>th</sup> day of November 2019

Party The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
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---

## **3. Nature of Deed Poll**

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

---

## **4. General**

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## Schedule

1. **Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St, West Perth WA 6005;

2. **Shareholder's name and address**

David Detata of 63 Normanby Road, INGLEWOOD WA 6052

3. **Hold period**

The period commencing on the date that the Locked Shares are issued and ending on the date that is 9 months after the date the Locked Shares are issued.

4. **Particulars of Locked Shares**

~~97,300 Shares.~~

97,589

*DD*  
*19/11/19*

Executed as a Deed Poll.

EXECUTED by Accelerate Resources )  
Limited (ACN 617 821 771) in accordance )  
with section 127 of the Corporations Act )  
2001 (Cth): )  
)


  
\_\_\_\_\_  
Signature of director

  
\_\_\_\_\_  
Signature of director/company secretary\*

Yaxi Chan.  
\_\_\_\_\_  
Name of director

DEBORAH Ho  
\_\_\_\_\_  
Name of director/company secretary\*

Signed by David Detata in the presence of: )  
)  
)  
)  
)

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature 12/4/19

Robert Paul Dunsmore  
\_\_\_\_\_  
Name of Witness in full

This Deed is made this 18th day of November 2019

Party The party described in Item 2 of the Schedule (Shareholder)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
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## 2. Holding Lock

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## 3. Nature of Deed Poll

The Shareholder acknowledges that this Deed is for the benefit of, may be relied on and enforced by the Company or Share Registry in accordance with its terms even though they are not parties to this Deed.

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Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St,  
West Perth WA 6005;

2. **Shareholder's name and address**

Omen Pty Ltd (ACN 008 924 561) of 25-27 Jewell Parade, NORTH FREMANTLE WA 6159

3. **Hold period**

The period commencing on the date that the Locked Shares are issued and ending on  
the date that is 9 months after the date the Locked Shares are issued.

4. **Particulars of Locked Shares**


~~968,800~~ Shares.

968,470

*B Dho* *Ahech*

Executed as a Deed Poll.

EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the Corporations Act 2001 (Cth):


  
\_\_\_\_\_  
Signature of director

Yaxi zhan  
\_\_\_\_\_  
Name of director

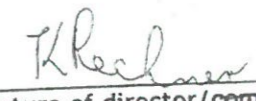
  
\_\_\_\_\_  
Signature of director/company secretary\*

DEBORAH Ho  
\_\_\_\_\_  
Name of director/company secretary\*

EXECUTED by Omen Pty Ltd (ACN 008 924 561) in accordance with section 127 of the Corporations Act 2001 (Cth):

  
\_\_\_\_\_  
Signature of director

ANTHONY RECHNER  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director/company secretary\*

KATE RECHNER  
\_\_\_\_\_  
Name of director/company secretary\*



This Deed is made this

<sup>18th.</sup>  
~~12~~ day of November 2019

**Party** The party described in Item 2 of the Schedule (**Shareholder**)

## Recitals

- A. The Shareholder and Company are parties to the Agreement.
- B. In accordance with the Agreement, the Shareholder has agreed to a voluntarily restriction on trading of the Locked Shares until the date that is 9 months after the date the Locked Shares are issued.
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**Shares** means fully paid ordinary shares in the capital of the Company.

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## **2. Holding Lock**

The Shareholder consents to the following:

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- (b) the application of a Holding Lock to the Locked Shares during the Hold Period; and
- (c) the Company applying a Holding Lock to prevent a transfer of the Locked Shares during the Hold Period.

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## **3. Nature of Deed Poll**

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## **4. General**

### **4.1 Further Assurance**

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## Schedule

**1. Company's name and address**

Accelerate Resources Limited (ACN 617 821 771) of Ground Floor, U1/16 Order St,  
West Perth WA 6005;

**2. Shareholder's name and address**

James Peter Allchurch of 73 Webster Street, NEDLANDS WA 6009

**3. Hold period**

The period commencing on the date that the Locked Shares are issued and ending on  
the date that is 9 months after the date the Locked Shares are issued.

**4. Particulars of Locked Shares**

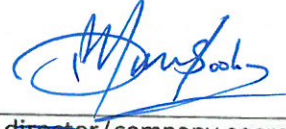
1,400,000 Shares.

Executed as a Deed Poll.

EXECUTED by Accelerate Resources Limited (ACN 617 821 771) in accordance with section 127 of the *Corporations Act 2001* (Cth):



Signature of director



Signature of director/company secretary\*

Yaxi zhan

Name of director

DEBORAH Ho

Name of director/company secretary\*

Signed by James Peter Allchurch in the presence of:



Signature of Witness



Signature

SCOTT BRUCE MACMILLAN

Name of Witness in full

# Form 604

Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme ACCELERATE RESOURCES LIMITED (Company)  
ACN/ARSN ACN 617 821 771

### 1. Details of substantial holder (1)

Name Accelerate Resources Limited  
ACN/ARSN (if applicable) ACN 617 821 771

There was a change in the interests of the substantial holder on 28 January 2020  
The previous notice was given to the company on 16 March 2020  
The previous notice was dated 16 March 2020

### 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 Shares	7,000,000	12.82%	7,000,000	11.76%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See Annexure 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
See Annexure B					

### 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
Accelerate Resources Ltd	Unit 1, 16 Ord Street, West Perth WA 6005
Mr Jonathon Adam Davies	Unit 4, 1 Hammond Street, West Perth WA 6005
Mr David Alan Detata	63 Normanby Road, Inglewood WA 6052
Mr Eric William Emmott	Dowerin Road Moonijin, Dowerin WA 6461
Nova Minerals Limited	Level 17, 500 Collins Street, Melbourne VIC 3000
Omen Pty Ltd	25-27 Jewell Parade, North Fremantle WA 6159
Mr Stuart Rechner	13 Newry Street, Fitzroy North VIC 3068
SABA Nominees Pty Ltd	Locked Bag 6, Australia Square NSW 1215
James Peter Allchurch	73 Webster St, Nedlands WA 6009

## Signature

Print name      Yaxi Zhan      Capacity      Director

**Sign here**



Date      16 March 2020

## Annexure 'A'

This is Annexure A of 1 page referred to in Form 604 Notice of change of interests of substantial holder signed by me and dated 16 March 2020.

**Print Name** Yaxi Zhan **Capacity** Director

**Signature**  **Date** 16 March 2020

### Change in relevant interests

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
28 January 2020	Accelerate Resources Limited	Dilution in relevant interest due to issue of shares by the Company under a placement. See the Company's announcement of 29 January 2020 for details.	-	7,000,000	7,000,000
13 March 2020	Accelerate Resources Limited	Change in nature of relevant interest in shares held by James Peter Allchurch following termination of shareholder support deed and voluntary restriction agreement	-	1,400,000	1,400,000

## Annexure 'B'

This is Annexure B of 1 page referred to in Form 604 Notice of change of interests of substantial holder signed by me and dated 16 March 2020.

**Print Name** Yaxi Zhan **Capacity** Director

**Signature**  **Date** 16 March 2020

### Present relevant interests

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
Accelerate Resources Limited	Mr Jonathon Adam Davies	Mr Jonathon Adam Davies	Relevant interest in the shares held by these registered holders pursuant to sections 608(1)(b) and 608(1)(c) of the Corporations Act 2001 (Cth) as the Company has the ability to control the exercise of a right to vote pursuant to shareholder support deeds and has the ability to prohibit the shareholders from disposing of their shares for a prescribed period of time pursuant to voluntary restriction agreements.	968,470 Shares	1.63%
	Mr David Alan Detata	Mr David Alan Detata		97,589 Shares	0.16%
	Mr Eric William Emmott	Mr Eric William Emmott		553,412 Shares	0.93%
	Nova Minerals Limited	Nova Minerals Limited		1,335,600 Shares	2.24%
	Omen Pty Ltd	Omen Pty Ltd		968,470 Shares	1.63%
	Mr Stuart Rechner	Mr Stuart Rechner		1,399,753 Shares	2.35%
	SABA Nominees Pty Ltd	SABA Nominees Pty Ltd		276,706 Shares	0.46%
	James Peter Allchurch	James Peter Allchurch		Relevant interest in the shares held by this registered holder pursuant to section 608(1)(c) of the Corporations Act 2001 (Cth) as the Company has the ability to prohibit the shareholder from disposing of its shares for a prescribed period of time pursuant to a voluntary restriction agreement.	1,400,000 Shares



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

To Company Name/Scheme Accelerate Resources Limited

ACN/ARSN 617 821 771

**1. Details of substantial holder**

Name Yaxi Zhan

ACN/ARSN (if applicable) N/A

There was a change in the interests of the substantial holder on 28 / 01 / 2020The previous notice was given to the company on 15 / 02 / 2018The previous notice was dated 15 / 02 / 2018**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 Shares	3,000,000	6.30%	3,000,000	5.04%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
18/11/2019	Yaxi Zhan	Dilution – Acquisition shares issued	N/A	3,000,000	3,000,000
28/01/2020	Yaxi Zhan	Dilution - Placement	N/A	3,000,000	3,000,000

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Yaxi Zhan	Yaxi Zhan	Yaxi Zhan	Shareholder	3,000,000 ordinary shares	3,000,000

**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	

**6. Addresses**

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

Name	Address
Yaxi Zhan	C/- Suite 4, 16 Ord Street, West Perth, WA 6005

**Signature**

print name	Yaxi Zhan	capacity
sign here		Date 13/ 03/ 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 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

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

To Company Name/Scheme Accelerate Resources Limited

ACN/ARSN 617 821 771

**1. Details of substantial holder**

Name Gibb River Diamonds Ltd (previously POZ Minerals Ltd)

ACN/ARSN (if applicable) 129 158 550

There was a change in the interests of the substantial holder on 28 / 01 / 2020The previous notice was given to the company on 15 / 02 / 2018The previous notice was dated 15 / 02 / 2018**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 Shares	3,000,000	6.30%	3,000,000	5.04%

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
18/11/2019	Gibb River Diamonds Ltd	Dilution – Acquisition shares issued	N/A	3,000,000	3,000,000
28/01/2020	Gibb River Diamonds Ltd	Dilution - Placement	N/A	3,000,000	3,000,000

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Gibb River Diamonds Ltd	Gibb River Diamonds Ltd	Gibb River Diamonds Ltd	Shareholder	3,000,000 ordinary shares	3,000,000

## 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	

## 6. Addresses

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

Name	Address
Gibb River Diamonds Ltd	Ground Floor, 16 Ord Street, West Perth, WA 6005

## Signature

print name	James Richards	capacity	Director
sign here		Date	13/ 03/ 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 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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