

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Dynamic Drill and Blast Holdings Limited (Dynamic)

ACN/ARSN 640 888 213

1. Details of substantial holder (1)

Name Dynamic Drill and Blast Holdings Limited

ACN/ARSN (if applicable) 640 888 213

The holder became a substantial holder on 14/07/2021

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 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 (ORD)	60,673,191	60,673,191	52.82% (based on 114,873,844 ORD on issue)

3. Details of relevant interests

The nature of the relevant interest of 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
Dynamic	Relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth), being a relevant interest arising as a result of having control of the exercise of the power to dispose of the shares held by persons that have entered into escrow arrangements with Dynamic, pursuant to restriction deeds and notices in the form attached in Annexure A.	60,673,191 ORD

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
Dynamic	Joel Francis McKenna Skipworth ATF The Tigerdrill	Joel Francis McKenna Skipworth ATF The Tigerdrill	11,250,000 ORD

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	Trust	Trust	
Dynamic	David Matthew Kinnersley ATF The Milligan Trust	David Matthew Kinnersley ATF The Milligan Trust	11,250,000 ORD
Dynamic	Temorex Pty Ltd ATF Nitram Family Trust	Temorex Pty Ltd ATF Nitram Family Trust	11,250,000 ORD
Dynamic	Temba Pitts Investments Pty Ltd ATF Temba Pitts Trust	Temba Pitts Investments Pty Ltd ATF Temba Pitts Trust	3,750,000 ORD
Dynamic	Investors under Dynamic's initial public offering completed on 4 August 2020	N/A	23,173,191 ORD

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	
Dynamic	14/07/2021	N/A	N/A	60,673,191 ORD

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
Dynamic	Suite 1, 295 Rokeby Road, Subiaco WA 6008

Signature

print name James Bahen Capacity Company Secretary

sign here  date 24 / 07 / 2021

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 the 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, 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 the 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 Annexure A of 21 pages referred to in Form 603 (Notice of Initial Substantial Holder) for Dynamic Drill and Blast Holdings Limited, signed by me and dated [insert]. I certify that the information contained in this Annexure is true and correct.

Print name : James Bahen

Capacity: Company Secretary

Sign here _____ Date _____

Appendix 9A Restriction Deed

We, the persons in:

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

agree as follows.

Introduction

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

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
 - (a) dispose of, or agree or offer to dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,

except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:
 - (a) dispose of, or agree or offer to dispose of, the controller interests;

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- (b) create, or agree or offer to create, any security interest in the controller interests; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,

except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's: (if the securities are in a class that is or is to be quoted) issuer sponsored subregister and are to have a holding lock applied; or (if the securities are not in a class that is or is to be quoted) certificated subregister and the certificates for the securities are to be held in escrow in accordance with the listing rules, for the duration of the escrow period.

Warranties

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

9. If item 9 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder and each controller warrant that the controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

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

Amendment

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

Counterparts

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

Jurisdiction

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

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

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

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

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

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

The singular includes the plural and vice versa.

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

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

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

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Schedule

1. **Entity's name and address:**

Dynamic Drill and Blast Holdings Limited (ACN 640 888 213) of c/o Cooper Partners, 'London House' Level 15, 216 St Georges Terrace, Perth WA 6000.

2. **Holder's name and address:**

Name of Holder	Address

3. **Each controllers' name and address:**

4. **Escrow period start date:**

5. **Escrow period end date:**

6. **Particulars of restricted securities:**

Number	Description

7. **Particulars of controller interests:**

8. **Particulars of security interests over restricted securities:**

9. **Particulars of security interests over controller interests:**

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Appendix 9C

Restriction Notice

To: (You)

From: Dynamic Drill and Blast Holdings Limited ("Entity")

Subject: Your securities in the Entity described in item 1 of the schedule below

In accordance with the ASX Listing Rules and the Entity's constitution, you are hereby given notice that the securities you hold in the Entity described in item 1 of the schedule below have been classified as "restricted securities".

This means that for the period ("escrow period") specified in item 2 of the schedule below:

- A. You must not *dispose of, or agree or offer to *dispose of, the restricted securities except as permitted by the listing rules or by ASX in writing.
- B. The securities will be kept on the Entity's *issuer sponsored subregister and will have a *holding lock applied to them.
- C. You will not be entitled to participate in any return of capital on the restricted securities during the escrow period except as permitted by the listing rules or ASX.
- D. If you breach the restrictions above you will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of the *restricted securities for so long as the breach continues.

These restrictions apply to the securities you hold in the Entity described in item 1 of the schedule below and to any other *securities attaching to or arising out of those securities that are "restricted securities" under the listing rules.

Words and expressions defined in the listing rules of ASX, and not in this notice, have the meanings given to them in the listing rules.

Schedule

1. Particulars of restricted securities:
2. Escrow period:

Dated:

Signed on behalf of the Entity

Voluntary Escrow and Sell Down Deed

Dynamic Drill and Blast Holdings Ltd

and

[insert holder]

and

[insert controller]

Ref OC:DN:1035376

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Table of contents

1.	Definitions and interpretation clauses
1.1	Definitions
1.2	Interpretation
2.	Escrow
2.1	Escrow restrictions
2.2	Holding lock
2.3	Notice by Holder and Controller
2.4	Permitted Disposal
2.5	Notification of permitted transfer
3.	Orderly market
3.1	Disposal requirements
3.2	Notification
3.3	Approved Broker for the Disposal of Holder's shares
3.4	Alternative disposal
4.	Warranties and acknowledgement
4.1	Giving of warranties
4.2	Warranties
4.3	Acknowledgment
4.4	Survival of representations and warranties
5.	Consequences of breaching this deed
5.1	Prevention of anticipated breach
5.2	Consequences of breach
6.	General
6.1	Counterparts
6.2	Further assurances
6.3	Amendment
6.4	Waiver
6.5	Notices
6.6	Severability
6.7	Time of essence
6.8	Governing law
	Schedule - Details.....
	Signing page.....

Voluntary Escrow and Sell Down Deed

Date

Parties **Dynamic Drill and Blast Holdings Ltd** ACN 640 888 213 of Suite 6, 295
Rokeby Road, Subiaco WA 6008

(Dynamic)

[insert] of [insert address]

(Holder)

[insert] of [insert address]

(Controller)

- Recitals
- A. Dynamic intends to issue the Escrow Shares to Holder pursuant to the Share Purchase Agreement.
 - B. Holder will hold the Escrow Shares on the terms set out in this deed.
 - C. Dynamic, Holder and Controller have agreed to certain procedures for the sell-down of Escrow Shares on the terms set out in this deed.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed:

- Alternative Disposal Notice** has the meaning given to it at clause 3.4(a).
- Approved Broker** has the meaning give to it at clause 3.3(b).
- ASX** means ASX Limited ACN 008 624 691 or, where the context requires, the financial market operated by it.
- ASX Listing Rules** means the listing rules of the ASX.
- Business Day** means a day on which banks are open for business in Perth,

other than a Saturday, Sunday or public holiday in Perth.

Controller Interests means the securities, rights, substantial economic interests or other interests in Holder or the Escrow Shares, in which Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.

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

Dispose means to:

- (a) sell, transfer or assign;
- (b) agree to sell, transfer or assign;
- (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,

and **Disposal** has a corresponding meaning.

Disposal Notice has the meaning given to the term at clause 3.2(a).

Escrow Period means the period from the date of issue of the Escrow Shares until (and including) 5 August 2022.

Escrow Shares means up to [insert] Shares to be issued to Holder pursuant to the Share Purchase Agreement and subject to the terms of this deed.

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

Insolvency Event means the occurrence of any one or more of the following events in relation to Holder or Controller:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;
- (d) a controller (as defined in section 9 of the Corporations Act) is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation,

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- moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under sub-section 459C(2) or section 585 of the Corporations Act) or otherwise is, or states that it is, unable to pay all its debts as and when they become due and payable;
 - (i) it is taken to have failed to comply with a statutory demand as a result of sub-section 459F(1) of the Corporations Act or any other applicable law; or
 - (j) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Issuer Sponsored Subregister has the meaning given to the term in the ASX Listing Rules.

Nominated Broker Notice has the meaning given to the term at clause 3.3(a).

Non-Permitted Security Interest means a Security Interest other than a Security Interest in favour of a financial institution for a loan or other financial accommodation, whereby the financial institution agrees in writing to take or acquire the Security Interest subject to the terms of this deed.

Orderly Sell Down Period means the period from the last day of the Escrow Period until (and including) 5 February 2023.

Permitted Disposal Event has the meaning given to the term at clause 2.4.

Restricted Securities has the meaning given to the term in the ASX Listing Rules.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including, but not limited to, any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; and
- (c) any agreement to grant or create any interest or power referred to in (a) or (b) of this definition.

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

Share Purchase Agreement means the agreement of that name dated on or about the date of this deed between Dynamic, Holder and others.

Takeover Bid means a takeover bid for Shares under Chapter 6 of the Corporations Act.

1.2 Interpretation

In this agreement the following rules of interpretation apply unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the ASX Listing Rules, and not in this agreement, have the meanings given to them in the ASX Listing Rules; and
- (d) every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

2. Escrow

2.1 Escrow restrictions

- (a) Subject to clause 2.4, during the Escrow Period, the Holder will not do any of the following:
 - (i) Dispose of, or agree or offer to Dispose of, the Escrow Shares;
 - (ii) create, or agree or offer to create, any Non-Permitted Security Interest in the Escrow Shares; or
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrow Shares.
- (b) Subject to clause 2.4, during the Escrow Period, the Controller will not do any of the following:
 - (i) Dispose of, or agree or offer to Dispose of, the Controller Interests;
 - (ii) create, or agree or offer to create, any Non-Permitted Security Interest in the Controller Interests; or
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.

2.2 Holding lock

The parties acknowledge and agree that:

- (a) the Escrow Shares will be registered and held by Holder on the Issuer Sponsored Subregister;
- (b) Dynamic will apply a Holding Lock to the Escrow Shares as soon as practicable after registration of the Escrow Shares on the Issuer Sponsored Subregister and Holder hereby agrees to the application of the Holding Lock; and
- (c) Dynamic will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit disposals of Escrow Shares permitted by this deed; and
 - (ii) in full at the conclusion of the Escrow Period,

including notifying ASX that the Escrow Shares will be released from the Holding Lock, in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

2.3 Notice by Holder and Controller

Holder and Controller must notify Dynamic as soon as practicable if it becomes aware:

- (a) that any action, event or circumstance referred to in clause 2.1 has occurred, or is reasonably likely to occur; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 2.1,

during the Escrow Period.

2.4 Permitted Disposal

During the Escrow Period, the Holder and Controller may Dispose of any of the Escrow Shares if the Disposal would be permitted under the ASX Listing Rules (assuming that the Escrow Shares are considered to be Restricted Securities for the purposes of ASX Listing Rule 9 and this clause) (**Permitted Disposal Events**).

2.5 Notification of permitted transfer

The Holder and Controller must notify Dynamic as soon as practicable if it becomes aware:

- (a) that a Disposal in any Escrow Shares has occurred, or is likely to occur, arising from a Permitted Disposal Event; or
- (b) of any matter which is likely to give rise to a Disposal in any Escrow Shares, arising from a Permitted Disposal Event,

during the Escrow Period.

3. Orderly market

3.1 Disposal requirements

- (a) Without the prior written consent Dynamic, during the Orderly Sell Down Period, Holder can only Dispose of its Escrow Shares:
- (i) as part of any one transaction, or series of transactions executed at the same time, on any date within the first 3 months of the Orderly Sell Down Period where the Escrow Shares comprise equal to or less than one-third of the Escrow Shares;
 - (ii) through an Approved Broker as determined under clause 3.3; and
 - (iii) on a best price and execution basis,
- with a view to maintaining an orderly market in the Shares.
- (b) Notwithstanding any other provision in this deed, the Holder may Dispose of its Escrow Shares for the sole purpose of meeting its obligations under clause 8.7 (Claw-back - Deferred Consideration) of the Share Purchase Agreement.

3.2 Notification

- (a) Not less than five Business Days prior to a Disposal of Escrow Shares under clause 3.1, Holder must give written notice to Dynamic of an intention to undertake such a Disposal (**Disposal Notice**).
- (b) This Disposal Notice must set out:
- (i) the number of Escrow Shares that Holder proposes to Dispose of; and
 - (ii) the proposed minimum sale price for the Disposal of the Escrow Shares.

3.3 Approved Broker for the Disposal of Holder's shares

- (a) Within two Business Days of receipt of the Disposal Notice, Dynamic must notify Holder of three brokers that Dynamic reasonably considers appropriate to undertake Holder's Disposal (**Nominated Broker Notice**).
- (b) Within two Business Days of receipt of the Nominated Broker Notice, Holder must:
- (i) either:
 - (A) appoint one or more of the three brokers to undertake Holder's Disposal that Holder considers appropriate; or
 - (B) acting reasonably and having regard to such matters as research coverage, market share and execution capacity, and after good faith consultation with Dynamic, appoint a different broker to undertake Holder's Disposal,

- (i) and the broker or brokers so appointed will be the '**Approved Broker**' for the purpose of Holder's Disposal; and
- (ii) notify Dynamic, in writing, of the Approved Broker's identity.

3.4 **Alternative disposal**

- (a) Within two Business Days of receipt of the Disposal Notice, Dynamic may give written notice to Holder of an alternative bona fide buyer or buyers for the Escrow Shares the subject of the Disposal Notice (**Alternative Disposal Notice**).
- (b) The Alternative Disposal Notice must include a minimum price for the Disposal of the Escrow Shares which is not less than the proposed price in the Disposal Notice.
- (c) Where Dynamic gives an Alternative Disposal Notice, Holder:
 - (i) may Dispose of the Escrow Shares through the Approved Broker within two weeks of the Disposal Notice; and
 - (ii) must Dispose of any of the Escrow Shares the subject of the Disposal Notice which have not been so Disposed of, to the bona fide buyer or buyers set out in the Alternative Disposal Notice, at the price set out in the Alternative Disposal Notice.

4. **Warranties and acknowledgement**

4.1 **Giving of warranties**

Holder and Controller each gives the warranties and representations in this clause 4 in favour of Dynamic as at:

- (a) the date of this deed; and
- (b) at all times until the expiry of the Escrow Period.

4.2 **Warranties**

- (a) Holder and Controller jointly and severally represent and warrant that:
 - (i) prior to the Escrow Period, it has not done, or omitted to do, any act that would breach clause 2 if done or omitted during the Escrow Period;
 - (ii) during the Escrow Period, there is no person who has or will have, any rights or economic or beneficial interest in the Escrow Shares, other than Holder and Controller;
 - (iii) during the Escrow Period, Holder will hold the Escrow Shares and Controller will hold the Controller Interests;

- (iv) the Escrow Shares are all the securities, rights, economic interests or other interests that Holder has or will have directly or indirectly in Dynamic; and
 - (v) the Controller Interests are all the rights, securities, economic interests or other interests in Holder or the Escrow Shares in which Controller has or will have an interest.
- (b) Each party jointly and severally represents and warrants that:
- (i) if it is a corporate entity, it is validly existing under the laws of its place of incorporation;
 - (ii) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
 - (iii) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
 - (iv) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable on it in accordance with its terms;
 - (v) there are no actions, claims, proceedings or investigations pending or to the best of its knowledge threatened against it or by it that may have a material adverse effect on its ability to perform its obligations under this deed; or
 - (vi) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
 - (A) any applicable law, regulation or authorisation;
 - (B) its constitution, any trust instrument or other constituent documents; or
 - (C) any agreement, undertaking, encumbrance or document which is binding on that party.

4.3 Acknowledgment

Dynamic, Holder and Controller each acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5. Consequences of breaching this deed

5.1 Prevention of anticipated breach

If it appears to Dynamic that Holder or Controller may breach this deed, Dynamic may take the steps necessary to prevent the breach, or to enforce the deed.

5.2 Consequences of breach

- (a) If Holder or Controller breaches this deed, each of the following applies:
- (i) Dynamic may take the steps necessary to enforce the deed, or to rectify the breach;
 - (ii) Dynamic may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Escrow Shares; and
 - (iii) Holder ceases to be entitled to any dividends, distributions or voting rights while the breach continues.
- (b) Holder acknowledges and agrees that damages is an insufficient remedy for a breach of clause 2.1 and agrees that Dynamic is entitled to seek and obtain an injunction or specific performance to enforce Holder's obligations under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

6. General

6.1 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Those counterparts together make one instrument.

6.2 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

6.3 Amendment

This deed may not be amended without the prior written consent of the parties.

6.4 Waiver

Dynamic may waive at any time any of the restrictions imposed under clause 2:

- (a) on such terms and conditions; and

- (b) in respect of such number of Escrow Shares,
as Dynamic determines, by written notice to Holder and Controller.

6.5 Notices

- (a) A notice or other communication given under this deed, including the Disposal Notice under clause 3.2, must be addressed to the party to whom it is to be given at the address or email address as set out in the Schedule of this deed.
- (b) A notice is regarded as given by a party to another party, at the time of delivery of that notice to the address, or transmission of that notice by email to the email address which is specified in the address of that other party in Schedule 2 of this deed.
- (c) Without limiting any other means by which a party may be able to prove that a notice has been received by another party, a notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;
 - (ii) if sent by post, on the sixth Business Day after the date of posting, or if to or from a place outside Australia, on the tenth Business Day after the date of posting; or
 - (iii) if sent by email:
 - (A) when the sender receives an automated message confirming delivery; or
 - (B) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives the automated message that the email has not been delivered,

whichever happens first,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (addressee's time) it is deemed to be received at 9.00am on the following Business Day.

6.6 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

6.7 Time of essence

Time is of the essence to this deed.

6.8 Governing law

- (a) This deed is governed by the laws of Western Australia.

- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

For personal use only

Schedule - Details

1. Dynamic details

Dynamic	Dynamic Drill and Blast Holdings Ltd ACN 640 888 213
Attention	Matt Freedman, Director
Address	Suite 6, 295 Rokeby Road, Subiaco WA 6008
Email	mattf@dynamicdrillandblast.com.au with a copy to: ocarrick@hwle.com.au

2. Holder details

Holder	[insert]
Attention	[insert]
Address	[insert]
Email	[insert]

3. Controller details

Controller	[insert]
Attention	[insert]
Address	[insert]
Email	[insert]

Signing page

Executed as deed

**Executed by Dynamic Drill and Blast Holdings Ltd
ACN 640 888 213** in accordance with section 127(1) of
the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by [insert holder] in accordance with
section 127(1) of the *Corporations Act 2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

Executed by [insert controller] in the
presence of:

Signature of witness

Signature of **[insert controller]**

Full name of witness (print)

Address of witness (print)