

Non Renounceable Rights Issue Offer Document

Kin Mining NL

ACN 150 597 541

For a pro rata non-renounceable rights issue to Eligible Shareholders on the basis of one New Share for every three Shares held on the Record Date at an issue price of \$0.11 per New Share to raise approximately \$8.9 million.

The Offer will be managed and underwritten by Euroz Securities Ltd (AFSL 243302).

IF YOU ARE AN ELIGIBLE SHAREHOLDER, THIS IS AN IMPORTANT DOCUMENT THAT REQUIRES YOUR IMMEDIATE ATTENTION.

THIS OFFER DOCUMENT SHOULD BE READ IN ITS ENTIRETY BEFORE DECIDING WHETHER TO APPLY FOR THE NEW SHARES. IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THE OFFER DOCUMENT YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISER

This Offer Document is not a prospectus and it does not contain all of the information that an investor may require in order to make an informed decision regarding the New Shares offered.

The New Shares offered by this Offer Document should be considered speculative.

IMPORTANT NOTICES

1.1 General

This Offer Document is for the offer of New Shares to Eligible Shareholders and issued in accordance with section 708AA of the Corporations Act (as modified by ASIC Class Order 08/35), which enables certain entities to offer shares for issue without disclosure to investors under Part 6D.2 of the Corporations Act.

This Offer Document was lodged with ASX on 5 June 2018. ASX takes no responsibility for the content of this Offer Document.

Neither this Offer Document nor the Application Form are required to be lodged with ASIC and a prospectus will not be prepared.

This Offer Document is not a prospectus and does not contain all of the information that a prospective investor may require in order to make an informed decision regarding the New Shares offered, or all of the information which would otherwise be required under Australian law or any other law.

Investors should read this Offer Document in conjunction with their own knowledge of the Company, publicly available information, disclosures and announcements about the Company which can be obtained from ASIC and ASX (available from its website www.asx.com.au), and advice from their professional advisers. The contents of any website are not incorporated into, nor constitute part of this Offer Document. In particular, important consideration should be given to the risk factors (see section 6 of this Offer Document) that could affect the performance of the Company before making an investment decision.

The information in this Offer Document does not constitute a securities recommendation or financial product advice.

Investors should note that the past Share price performance of the Company provides no guidance to its future Share price performance.

1.2 Application

By returning an Application Form or lodging an Application Form with your stockbroker or otherwise arranging for payment for your New Shares through BPAY® in accordance with the instructions on the Application Form, you acknowledge that you have received and read this Offer Document, you have acted in accordance with the terms of the Offer and you agree to all of the terms and conditions as detailed in this Offer Document.

This Offer Document, the Offer and the contracts formed on acceptance of the Applications are governed by the law applicable in Western Australia. Each Applicant submits to the exclusive jurisdiction of the courts of Western Australia.

1.3 Offering Restrictions

This Offer Document does not constitute an offer in any place in which, or to any person to whom it would not be lawful to make such an offer. Refer to section 3.10 for treatment of overseas shareholders.

The distribution of this Offer Document outside of Australia and New Zealand may be restricted by law. If a person comes into possession of this Offer Document, you should observe all such restrictions. Any failure to comply with such restrictions may contravene applicable securities laws. In particular, this Offer Document or any copy of it must not be taken into or distributed or released in the United States or distributed or released to any person in the United States or to the account of any person acting for the account or benefit of persons in the United States.

1.4 Future performance and forward looking statements

Neither the Company nor any other person warrants or guarantees the future performance of the New Shares or any return on any investment made pursuant to the Offer.

Forward looking statements in this Offer Document are based on the Company's current expectations about future events. These are subject to risks, uncertainties and assumptions that are often outside the control of the Company and its Directors and could cause actual results, performance or achievements to differ materially from the expectations expressed or implied by such forward looking statements (see Key Risks in section 6 of this Offer Document).

1.5 Disclaimer

This Offer Document has been prepared by the Company. No person is authorised to give information or to make any representation in connection with this Offer Document which is not contained in the Offer Document. Any information or representation not so contained may not be relied upon.

The Underwriter, its related bodies corporate, directors, employees, representatives or agents:

- (a) have not, authorised, permitted or caused the issue, lodgement, submission, dispatch or provision of this Offer Document;
- (b) do not make, or purport to make, any statement in this Offer Document, and there is no statement in this Offer Document which is based on any statement by the Underwriter; and
- (c) to the maximum extent permitted by law, expressly disclaim all liability in respect of, make no representations regarding, and take no responsibility for, any part of this Offer Document.

1.6 Privacy

As a Shareholder, the Company and its Share Registry currently hold certain personal information. Further information may be provided upon completion of the Application Form. The Company uses such information to assess your application, facilitate distribution payments, for corporate communications and services to you as a Shareholder, and for administrative purposes. Information may also be provided to regulatory bodies, persons inspecting the register, bidders for securities in the context of takeovers, authorised securities brokers, print service providers, mail houses and the Share Registry.

To access, correct and update your personal information please contact the Company or its Share Registry.

1.7 Defined terms

Certain terms and abbreviations in this Offer Document are defined in the glossary of terms in section 8.

2 CHAIRMAN'S LETTER

Dear Shareholder

As announced on 30 May 2018, the Company is undertaking a fully underwritten non-renounceable rights issue on the basis of one New Share for every three Existing Shares held at an issue price of \$0.11 per New Share to raise approximately \$8,930,091 before issue costs. This Offer Document outlines the details of the Offer.

The rights issue is expected to result in the issue of approximately 81,182,644 New Shares in the Company.

The proceeds from the Offer are planned to be used for exploration activities, to repay the Sprott Credit Facility if required (or desired) and if not so determined additional exploration activities, expenses of the Offer and for general working capital purposes.

This will allow the Company to 'reset' after the Board's decision to cease construction of the Leonora Gold Project pending a full review of its costs and design. Together with the ongoing exploration and resource definition, which this Offer helps fund, the review of the Leonora Gold Project will position the Company to recommence construction with a more robust and optimized project.

If you have any queries regarding your entitlement or participation in the upcoming rights issue, please do not hesitate to contact your stockbroker or financial advisor.

I commend this rights issue to you and look forward to your continued support as a Shareholder.

Jeremy Kirkwood

Chairman

3 SUMMARY OF THE OFFER

3.1 The Offer

The Company is offering a fully underwritten non-renounceable pro rata rights issue of New Shares on the basis of one New Share for every three Existing Shares held, at an issue price of \$0.11 per New Share to Eligible Shareholders who are registered on the Company's share register at 5.00pm WST on 8 June 2018 (**Record Date**). The number of New Shares to which you are entitled (your **Entitlement**) is shown on the accompanying Application Form.

3.2 Underwriting

Pursuant to the Underwriting Agreement, Euroz Securities Limited (**Underwriter**) has agreed to subscribe for, or secure subscriptions for, all New Shares not subscribed for under the Offer up to a maximum amount of 81,182,644 New Shares.

The underwriting commitment is conditional upon, amongst other things, the Underwriter securing sub-underwriting commitments from conventional equity investors for all of the Shares available under the Offer. Details of the conditions of the underwriting commitment and fees payable to the Underwriter are set out in section 7.3.

3.3 Timetable for the Offer

Announcement of Offer	30 May 2018
Offer Document lodged with ASX and issue of cleansing notice	5 June 2018
Ex Date	7 June 2018
Record Date to determine Entitlement to New Shares	8 June 2018
Dispatch of Offer Document and Application Forms	12 June 2018
Offer opens for receipt of Applications	12 June 2018
Closing Date for Applications and payment in full	26 June 2018*
Dispatch date of holding statements, issue of New Shares	2 July 2018

These dates are indicative only and subject to change. The Company, in conjunction with the Underwriter, reserves the right, subject to the Corporations Act and the Listing Rules, to vary the above dates.

*The Offer closes at 5.00pm WST on the Closing Date, or such a date as subject to variation by the Directors and Underwriter pursuant to the Listing Rules.

3.4 No Minimum Subscription

There is no minimum subscription for the Offer.

3.5 Shortfall

A Shortfall will arise if Applications received for New Shares under the Offer are less than the number of New Shares offered (**Shortfall Shares**).

The Directors reserve the right in conjunction with the Underwriter, subject to the requirements of the Corporations Act and Listing Rules, to place any Shortfall Shares within 2 months after the Closing Date as follows.

Any Shortfall Shares not taken up as Top Up New Shares in accordance with section 3.7 will be dealt with under the terms of the Underwriting Agreement in the following manner:

- (a) firstly, to Eligible Shareholders who apply for Top Up New Shares. In the event the number of Top Up New Shares applied for exceeds the Shortfall Shares available, Applications will be scaled back pro-rata to the applying Eligible Shareholder's Entitlement; and
- (b) secondly, to the Underwriter or sub-underwriters nominated by the Underwriter (at its sole discretion). See section 4.6 for further details on the underwriting and its potential effect on control.

Shortfall Shares will be issued at a price not less than the issue price of New Shares under the Offer.

3.6 No Rights trading

The Offer is non-renounceable. This means that your Right to subscribe for New Shares under this Offer Document is not transferable and there will be no trading of Rights on the ASX. If you choose not to take up your Rights, you will receive no benefit and your shareholding in the Company will be diluted as a result.

3.7 Applying for Top Up New Shares

Eligible Shareholders may, in addition to their Entitlement, apply for extra New Shares from the pool of Shortfall Shares regardless of the size of their present holding (**Top Up New Shares**).

Shortfall Shares will become available as Top Up New Shares. It is possible that there will be few or no Shortfall Shares available for issue. It is an express term of the Offer that applicants for Top Up New Shares will be bound to accept a lesser number of Top Up New Shares allocated to them than applied for. If a lesser number is allocated to them, excess Application Money will be refunded without interest.

The following rules apply to the allocation of Top Up New Shares:

- (a) Top Up New Shares will only be allocated to Eligible Shareholders if available. There is no guarantee that any participating Shareholder will receive Top Up New Shares;
- (b) the Board reserves the right, in consultation with the Underwriter, to scale back Applications for Top Up New Shares and the Board's decision is final; and

- (c) the Board may allocate some or all of the Top Up New Shares to Eligible Shareholders or to the Underwriter.

In the event the number of Top Up New Shares applied for exceeds the Shortfall Shares available, applications will be scaled back at the Company's discretion in consultation with the Underwriter. Any surplus Application Monies will be returned to applicants of the Top Up New Shares as soon as practicable without interest.

3.8 Allotment and Application Money

Application Money will be held in a subscription account on trust until allotment of the New Shares. If the Application Money is refundable, it will be refunded as soon as reasonably practicable. Interest earned on the Application Money will be for the benefit of the Company and will be retained by the Company irrespective of whether New Shares are issued.

No allotment of the New Shares will occur until ASX grants permission to quote the New Shares.

The New Shares are expected to be allotted by no later than 5.00pm WST on 2 July 2018. Statements of holding of New Shares will be mailed after allotment occurs.

3.9 ASX Quotation

Application for admission of the New Shares to official quotation on ASX has been made.

Subject to approval being granted by ASX, it is expected that quotation and trading of New Shares will commence on a deferred settlement basis on 27 June 2018.

The fact that ASX may agree to grant official quotation of the New Shares is not to be taken in any way as an indication of the merits of the Company or the New Shares.

3.10 Overseas Shareholders

This Offer Document and accompanying Application Form do not, and are not intended to, constitute an offer in any place in which, or to any person whom, it would not be lawful to make such an offer. No action has been taken to register or qualify the New Shares or the Offer, or otherwise to permit a public offering of the New Shares in any jurisdiction outside Australia, Hong Kong, New Zealand and Singapore.

The Offer is not being extended to any Shareholder, as at the Record Date, whose registered address is not in Australia, Hong Kong, New Zealand and Singapore because of the small number of such Shareholders, and the cost of complying with applicable regulations in jurisdictions outside of those jurisdictions. The Offer Document is sent to those Shareholders for information only.

Shareholders in Australia, Hong Kong, New Zealand and Singapore holding Shares on behalf of persons resident overseas are responsible for ensuring that taking up an Entitlement under the Offer does not breach regulations in the relevant overseas jurisdiction. Return of a duly completed Application Form will be taken by the Company to constitute a representation that there has been no breach of those regulations.

Recipients may not send or otherwise distribute this Offer Document or the Application Form to any person outside Australia, Hong Kong, New Zealand and Singapore (other than to Eligible Shareholders).

New Zealand Shareholders

The Offer to Eligible Shareholders with registered addresses in New Zealand is made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice. Members of the public in New Zealand who are not existing Shareholders on the Record Date are not entitled to apply for any New Shares.

Hong Kong Shareholders

WARNING: This document has not been, and will not be, registered as a prospectus under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, nor has it been authorised by the Securities and Future Commission in Hong Kong pursuant to the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong (the SFO). No action has been taken in Hong Kong to authorise or register this Offer Document or to permit the distribution of this Offer Document or any documents issued in connection with it. Accordingly, the New Shares have not been and will not be offered or sold in Hong Kong other than to “professional investors” (as defined in the SFO).

No advertisement, invitation or document relating to the New Shares has been or will be issued, or has been or will be in the possession of any person for the purpose of issue in Hong Kong or elsewhere that is directed at, or the contents of which are likely to be accessed or read by the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to New Shares that are or are intended to be disposed of only to persons outside of Hong Kong or only to professional investors (as defined in the SFO and any rules made under that ordinance). No person issued New Shares may sell, or offer to sell, such securities in circumstances that amount to an offer to the public in Hong Kong within six months following the date of issue of such New Shares.

The contents of this Offer Document have not been reviewed by any Hong Kong regulatory authority, Shareholders are advised to exercise caution in relation to the Offer and if in doubt should obtain independent professional advice.

Singapore Shareholders

This Offer Document and the Application Form have not been, and will not be, lodged or registered as a prospectus in Singapore with the Monetary Authority of Singapore. Accordingly, this Offer Document and any other document or materials in connection with the Offer of New Shares may not be issued, circulated or distributed, nor may these securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore except pursuant to and in accordance with exemptions in Subdivision (4) Division 1, Part XIII of the Securities and Futures Act, Chapter

289 of Singapore (the SFA), or as otherwise pursuant to, and in accordance with the conditions of any other applicable provisions of the SFA.

This Offer Document has been provided to each Shareholder on the basis that they are an existing holder of Shares. In the event that the recipient is not a Shareholder, please return this document immediately. This Offer Document may not be circulated to any other person in Singapore.

Any offer is not made with a view to the rights to the New Shares being subsequently offered for sale to a third party. There are on sale provisions in Singapore that may be applicable to investors who acquire New Shares. As such, investors are advised to acquaint themselves with the SFA provisions relating to resale restrictions in Singapore and comply accordingly.

United States Shareholders

The New Shares have not been, and will not be, registered under the US Securities Act or the securities laws of any state or other jurisdiction of the United States and do not constitute an offer to sell, or the solicitation of an offer to buy, any securities in the United States.

The New Shares may not be offered or sold, directly or indirectly, in the United States or to, or for the account or benefit of, US Persons, except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and applicable US state securities laws.

Accordingly, the New Shares will be offered and sold to persons that are not in the United States and not acting for the account or benefit of persons in the United States, in each case, only to “offshore transactions” as defined in Rule 902(h) under the U.S. Securities Act in reliance on Regulation S under the US Securities Act. Because of these legal restrictions, Shareholders must not distribute, release or send this Offer Document, the Application Form or any promotional material to any person in the United States. Persons acting as nominees for other persons must not participate in the Offer and the nominee must not take up any Entitlement on behalf of, or send any materials related to the Offer to, any person in the United States or any person that is acting for the account or benefit of a person in the United States.

Nominee Pursuant to section 615 of the Corporations Act

Pursuant to Listing Rule 7.1.1 and sections 708AA, 9A and 615 of the Corporations Act, the Company may appoint an ASIC-approved nominee (the **Nominee**) to sell the Non-Qualifying Foreign Shareholders' New Shares to which they are entitled. If appointed, the Nominee will have the absolute and sole discretion to determine the timing and price at which the new Shares will be sold and the manner in which they are sold.

The proceeds of sale (in Australian dollars) will be distributed to the Non-Qualifying Foreign Shareholders for whose benefits the New Shares have been sold in proportion to their shareholdings as at the Record Date (after deducting the costs of the sale and the distribution

of the proceeds), save that individual amounts of less than \$10 will be retained by the Company.

Neither the Company nor the Nominee will be liable for any failure to sell the New Shares or to sell the New Shares at any particular price. Notwithstanding that the Nominee must sell Shares, Non-Qualifying Foreign Shareholders may nevertheless receive no proceeds if the costs of the sale are greater than the sale proceeds. In this regard, the Nominee will not be required to sell Non-Qualifying Foreign Shareholders' New Shares at a particular price.

3.11 Information availability

Eligible Shareholders can obtain a copy of this Offer Document during the period of the Offer directly from the Company or on the Company's website at www.kinmining.com.au. The electronic version of this Offer Document will not include an Application Form. To request an Application Form contact the Company Secretary (see section 3.13 for contact details). Persons who access the electronic version of this Offer Document should ensure that they download and read the entire Offer Document and any related information to which it refers.

3.12 Taxation

The Directors do not consider it appropriate to give Shareholders advice regarding the taxation consequences of subscribing for New Shares under this Offer Document.

Taxation implications will vary depending on the particular circumstances of individual Eligible Shareholders. Eligible Shareholders should consider whether to seek specific advice applicable to their own particular circumstances from their own professional advisers.

3.13 Enquiries

Any questions concerning the Offer should be directed to Mr Joe Graziano, Company Secretary on +61 9242 2227 or consult your professional adviser.

4 PURPOSE AND EFFECT OF THE OFFER

4.1 Purpose of the Offer

The purpose of the Offer is to raise approximately \$8,930,091 (before costs of the Offer) by the issue of up to 81,182,644 New Shares at an issue price of \$0.11.

The Company's cash position on 10 May 2018 was approximately \$4,600,000.

As at the date of the Offer Document, the Company has 243,547,933 Shares on issue. The Company also has 37,335,750 unlisted Options on issue all of which may be exercised prior to the Record Date.

The New Shares offered under the Offer will rank equally with the Shares on issue at the date of this Offer Document.

The Directors may at any time decide to withdraw this Offer Document and the Offer of New Shares under this Offer Document in which case the Company will return all Application Monies (without interest) within 28 days of giving such notice of withdrawal.

4.2 Use of funds

The purpose of the Offer is to raise approximately \$8,930,091 (before costs of the Offer).

The Company's cash position on 10 May 2018 was approximately \$4,600,000.

Funds raised under the Offer are planned to be used as follows:

Proceeds of the Offer	\$
Exploration on the Project	1,706,919
Repayment of Credit Facility *	6,776,667
Expenses of the Offer **	446,505
Total	\$8,930,091

*The outstanding amount of the Sprott Credit Facility is denominated in United States Dollars. Any changes in the AUD / USD exchange rate will vary the amount to be paid on repayment of the facility.

**Expenses of the Offer include fees to the Underwriter, which are set out in section 7.3.

The above table is a statement of Board's current intentions as at the date of this Offer Document. However, Shareholders should note that, as with any budget, the allocation of funds set out in the above table may change depending upon a number of factors, including the outcome of discussions with Sprott, the outcome of the review being undertaken by the Company of the development timeline and budget for the Leonora Gold Project, the outcome of operational and development activities and market and general economic conditions.

4.3 Placement

As announced by the Company on 30 May 2018, the Company has undertaken a placement of Shares to institutional and professional investors to raise up to a further \$2,410,054 (before costs) through the issue of 21,909,586 Shares at an issue price of \$0.11 (**Placement**).

Participants in the Placement are eligible to participate in the Offer.

4.4 Effect on capital structure

The effect of the Offer (assuming the Offer is fully subscribed) will be that approximately 81,182,644 New Shares will be issued, which will increase the number of Shares on issue from 243,547,933 to approximately 324,730,577.

Shares currently on issue	243,547,933
Options currently on issue	37,335,750
Shares offered under the Offer	81,182,644
Amount raised under this Offer (before costs) ¹	\$8,930,091
Total Shares on issue following the Offer	324,730,577

Note:

¹ This assumes no further Shares are issued (including by way of exercise of Options) prior to the Record Date and the Offer is fully subscribed.

4.5 Potential effect of the Offer on control of the Company

The potential effect of the Offer on control of the Company is as follows:

- (a) If all Eligible Shareholders (who together are entitled to approximately 99.09% of the New Shares on offer) take up their Entitlement then the Offer will practically have no effect on control of the Company.
- (b) In the more likely event there is a Shortfall:
 - (i) Eligible Shareholders who do not subscribe for their full entitlement of Shares under the Offer and Non Qualifying Foreign Shareholders unable to participate in the Offer will be diluted relative to those shareholders who subscribe for some or all of their Entitlement as shown by the table in section 4.8. Refer to Section 4.8 for examples on how the dilution may impact Shareholders.
 - (ii) Eligible Shareholders will be entitled to top-up their shareholding, by subscribing for additional Top Up New Shares to be issued from the Shortfall pool. However, the Company will only issue such Top Up New Shares pursuant to an Application received where the Directors and Underwriter are well satisfied, in their discretion, that the issue of the Shares will not increase the

applicant's voting power above 19.99%. Having regard to the number of New Shares to be issued under the Offer, even if a substantial Shortfall eventuated, a participant in the top-up offer would not be in a position to exercise any substantive control in the Company; and

- (iii) the remaining Shortfall will be placed with the Underwriter. Further details of the effect the underwriting will have on the Offer is set out below.

4.6 Effect of the Underwriting of the Offer

Euroz is not a shareholder of the Company and is not a related party of the Company.

Euroz has agreed to underwrite the Offer up to 81,182,644 Shares being a value of \$8,930,091. Euroz's present relevant interest and changes under several scenarios are set out in the table below.

The number of Shares that may be held by Euroz or the sub-underwriters and their voting power as set out in the table below show the potential effect of the underwriting on the Offer. However, it is unlikely that no Shareholders will take up Entitlements under the Offer. The underwriting obligation and therefore voting power of Euroz and the sub-underwriters will change by the corresponding amount for the amount of Entitlements under the Offer taken up by the other Shareholders.

Event	Shares Held by Underwriter	Voting power of Underwriter
Date of Offer Document	Nil	0%
Fully subscribed	Nil	0%
75% subscribed	20,295,661	6%
50% subscribed	40,591,322	13%
25% subscribed	60,886,983	19%
Full underwriting commitment (maximum voting power)	81,182,644	25%

4.7 Sub Underwriting

The Underwriter has the right under the terms of the Underwriting Agreement to engage sub-underwriters on such terms and conditions as it determines in its absolute discretion. The Underwriter is responsible for paying any sub-underwriting fees. The Underwriter's engagement under the Underwriting Agreement is conditional upon the appointment of sub-underwriters.

Mr Jeremy Kirkwood has entered into a sub-underwriting agreement with the Underwriter (**Related Sub-Underwriter**) to partially underwrite the Offer to a maximum of \$229,167.

Shareholder approval will not be sought for the sub-underwriting arrangements entered into by the Related Sub-Underwriter. Under Chapter 2E of the Corporations Act the giving of a financial benefit to a related party requires shareholder approval unless an exemption applies. The issue of New Shares to the Related Sub-Underwriter constitutes or may constitute the giving of a financial benefit to a related party, on the basis that Jeremy Kirkwood is a director and therefore related party of the Company.

However, because the Related Sub-Underwriter is participating on the same basis as all other non-related sub-underwriters the Directors (other than Jeremy Kirkwood) consider that the exception in section 210 of the Corporations Act applies (to the extent that Chapter 2E actually applies). That exception provides that shareholder approval is not required for the giving of a financial benefit on terms that:

- (a) would be reasonable in the circumstances if the company and related parties were dealing on arm's length terms; and
- (b) are less favourable to the related party than the terms referred to in (a) above.

Further, Shareholder approval will not be sought for the purposes of Listing Rule 10.11 to the extent it would apply, as the issue of the Shortfall Shares to the Related Sub-Underwriter as sub-underwriters will come within Exception 2 of Listing Rule 10.12 (which provides that shareholder approval is not required to issue securities to a related party where the entity receives the securities under an underwriting agreement in relation to a pro rata issue and the terms of the underwriting were included in the offer documents sent to shareholders).

The maximum potential increase in the voting power of the Related Sub-Underwriter is set out in the table below.

Related Sub-Underwriter	Sub-Underwritten Shares	Sub-Underwritten Value	Current Voting Power	Voting Power Post the Offer¹
Jeremy Kirkwood	2,083,333	229,167	Nil	0.64%

Notes:

1. This figure assumes that (i) all New Shares and Shortfall Shares are issued pursuant to the Offer, (ii) the Related Sub-Underwriter have taken up their Entitlement; and (iii) that the Related Sub-Underwriter is obligated to subscribe for all of their respective sub-underwritten New Shares pursuant to their sub-underwriting agreement. However, the obligation to subscribe for sub-underwritten New Shares will reduce to the extent that the Shareholders take up their Entitlements under the Offer.

No sub-underwriter will increase their shareholding to above 19.99% as a result of the Offer.

In addition, the Chief Executive Officer of the Company Mr Andrew Munckton (not being a related party of the Company), has entered into a sub-underwriting with the Underwriter

pursuant to which he has agreed to sub-underwrite the Offer up to a maximum of \$20,000 being 181,818 Shares.

4.8 Dilution

Shareholders should note that if they do not participate in the Offer, their holdings are likely to be diluted by approximately 25% (as compared to their holdings and number of Shares on issue as at the date of this Offer Document).

Examples of how the dilution may impact Shareholders are set out in the table below:

Holder	Holding as at Record date	Approximate % at Record Date ₁	Entitlement under the Offer	Holdings if Offer not taken up	Approximate % post Offer
Shareholder 1	10,000,000	4.11%	3,333,333	10,000,000	3.08%
Shareholder 2	1,000,000	0.41%	333,333	1,000,000	0.31%
Shareholder 3	100,000	0.04%	33,333	100,000	0.03%

Notes:

This is based on a share capital of 243,547,933 Shares at the date of this Offer Document.

4.9 Substantial Shareholders

The Company's substantial holders and their Entitlements prior to the Offer are set out in the table below.

Substantial Holder	Shares	Voting Power (%)	Entitlement	\$
Harmanis Holdings Pty Ltd	13,991,512	5.74	4,663,837	513,022
Michele Canci	13,468,363	5.53	4,489,454	493,840
Trevor Dixon	12,152,660	5.00	4,050,886	445,597

4.10 Market Prices of Existing Shares on ASX

The highest and lowest market sale price of the Shares, which are on the same terms and conditions as the New Shares being offered under this Offer Document, during the three months immediately preceding the date of this Offer Document, and the last market sale price on the date before the date of this Offer Document, are set out below.

3 Month High	3 Month Low	Last Market Sale Price
27.5 cents	11.5 cents	13.5 cents

4.11 Director Interests and Participation

As at the date of this Offer Document the Directors have a relevant interest in securities of the Company as set out below.

Holder	Shares	Options	Entitlement	\$
Mr Jeremy Kirkwood	Nil	Nil	Nil	Nil
Mr Trevor Dixon	12,152,660	6,037,500	4,050,886	445,597
Mr Brian Dawes	270,886	Nil	90,295	9,932
Mr Giuseppe Graziano	8,343,750	5,075,000	2,781,250	305,938

Directors may hold the relevant interests in Shares shown above directly, or indirectly through holdings by companies, trusts or other persons with whom they are associated.

5 HOW TO APPLY

5.1 What you may do

The number of New Shares to which you are entitled is shown on the accompanying Application Form.

Fractional Entitlements have been rounded up to the nearest whole number of New Shares. For this purpose, holdings in the same name are aggregated for calculation of Entitlements. If the Company considers that holdings have been split to take advantage of rounding, the Company reserves the right to aggregate holdings held by associated Eligible Shareholders for the purpose of calculating Entitlements.

As an Eligible Shareholder, you may:

- (a) take up all of your Entitlement;
- (b) apply for Top Up New Shares;
- (c) accept part of your Entitlement and allow the balance to lapse; or
- (d) allow all of your Entitlement to lapse.

The Company reserves the right to reject any Application Form that is not correctly completed or that is received after 5.00pm WST on the Closing Date.

The Company will treat you as applying for as many New Shares as your payment will pay for in full. Amounts received by the Company in excess of the number of New Shares and Top Up New Shares you are ultimately allocated will be returned as soon as practicable. No interest will be paid on returned Application Money.

5.2 To take up all or part of your Entitlement

If you decide to take up all or part of your Entitlement, please follow the instructions on the Application Form and arrange for payment of the Application Money.

5.3 To apply for Top Up New Shares

Eligible Shareholders may, in addition to their Entitlement, apply for Top Up New Shares regardless of the size of their present holding.

Eligible Shareholders must apply for Top Up New Shares at the same time as applying for their Entitlement and on the same Application Form by indicating in the appropriate section the amount of Top Up New Shares applied for.

Payment for the total amount of New Shares applied for must be provided in accordance with section 5.5 below.

5.4 To allow your Entitlement to lapse

If you do not wish to take up any part of your Entitlement you are not required to take any action. If you allow all or part of your Entitlement to lapse you will receive no benefit to the

extent of Entitlements not taken up and your shareholding in the Company will be diluted as a result.

The Company and the Underwriter will deal with any New Shares not accepted in accordance with the Underwriting Agreement.

5.5 Payment

Acceptance of New Shares must be accompanied by payment in full of the price of \$0.11 per New Share. A single payment should be made for the Application Money for your Entitlement you wish to take up as stated on the Application Form and any Top Up New Shares you wish to apply for.

Cash will not be accepted and no receipts will be issued. Payments will only be accepted in Australian currency and as follows:

- cheque, bank draft or money order drawn on and payable at any Australian financial institution; or
- BPAY® as per the Application Form.

(a) For payment by cheque, bank draft or money order:

To participate in the Offer, your completed Application Form, together with your Application Money, must be received no later than 5.00 pm WST on the Closing Date at either of:

By Hand:	By Post:
Advanced Share Registry Limited 110 Stirling Hwy Nedlands WA 6009	Advanced Share Registry Limited 110 Stirling Hwy, Nedlands WA 6009 or PO Box 1156, Nedlands WA 6009

Please follow the instructions on the Application Form.

Cheques or bank cheques should be made payable to 'Kin Mining NL' and crossed '**Not Negotiable**'. A single cheque should be used for the Application Money for your Entitlement you wish to take up as stated on the Application Form and any Top Up New Shares you wish to apply for.

The Company will present the cheque or bank draft on or around the day of receipt of the Application Form. If a cheque is not honoured upon its first presentation, the Directors reserve the right to reject the relevant Application Form.

If the amount of your cheque or bank draft for Application Money (or the amount for which the cheque or bank draft clear in time for allocation) is insufficient to pay for the number of New Shares you have applied for in your Application Form, you may be

taken to have applied for such lower number of New Shares as your cleared Application Money will pay for (and to have specified that number of New Shares in your Application Form) or your Application may be rejected.

(b) For payment by BPAY®

If you are paying by BPAY® payment, ensure you follow the instructions on the Application Form. You do not need to mail the Application Form.

It is your responsibility to ensure that your BPAY® payment is received by the Share Registry by no later than 2.00pm WST on the Closing Date. You should be aware of, and account for, any earlier cut-off times that may be implemented by your financial institution with regard to electronic payment.

5.6 Application Form is binding

A completed and lodged Application Form constitutes a binding offer to acquire New Shares on the terms and conditions set out in this Offer Document and, once lodged, cannot be withdrawn. If the Application Form is not completed correctly, it may still be treated as a valid application for New Shares. The Directors' decision whether to treat an acceptance as valid and how to construe, amend or complete the Application Form is final.

By completing and returning your Application Form with the requisite Application Monies, you will be deemed to have represented that you are an Eligible Shareholder. In addition, you will also be deemed to have represented and warranted on behalf of yourself or each person on whose account you are acting that the law in your place of residence and/or where you have been given the Offer Document, does not prohibit you from being given the Offer Document and that you:

- (a) agree to be bound by the terms of the Offer;
- (b) declare that all details and statements in the Application Form are complete and accurate;
- (c) declare that you are over 18 years of age and have full legal capacity and power to perform all your rights and obligations under the Application Form;
- (d) authorise the Company and its respective officers or agents, to do anything on your behalf necessary for the New Shares to be issued to you, including to act on instructions of the Share Registry upon using the contact details set out in the Application Form;
- (e) declare that you are the current registered holder of Shares and are an Australian, Hong Kong, New Zealand or Singaporean resident, and you are not in the United States or a US Person, or acting for the account or benefit of a US Person;
- (f) acknowledge that the information contained in, or accompanying, the Offer Document is not investment or financial product advice or a recommendation that

New Shares are suitable for you given your investment objectives, financial situation or particular needs; and

- (g) acknowledge that the New Shares have not, and will not be, registered under the securities laws in any other jurisdictions outside Australia, New Zealand, Hong Kong and Singapore and accordingly, the New Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of applicable securities laws in particular the US Securities Act.

5.7 Notice to nominees and custodians

Nominees and custodians should note that the Offer is available only to Eligible Shareholders. The Company is not required to determine whether or not any registered holder is acting as a nominee or the identity or residence of any beneficial owners of securities. Where any nominee or custodian is acting on behalf of a foreign person, that holder, in dealing with its beneficiary, will need to assess whether indirect participation by the beneficiary in the Offer is compatible with applicable foreign laws.

6 KEY RISK FACTORS

6.1 Overview

Investment in the New Shares offered under this Offer Document should be regarded as speculative due to the inherent risks associated with the Company's activities as the Company is a gold exploration and development company. Neither the Company nor the Directors warrant the future performance of the Company or any investment made pursuant to this Offer Document.

The Directors recommend that Eligible Shareholders and potential investors examine the contents of this document together with previous ASX disclosures and public documents of the Company, including its most recent audited financial statements, and rely on the advice of their professional advisers before deciding whether or not to apply for New Shares pursuant to this Offer Document.

The following summary, which is not exhaustive, represents some of the material risk factors that may affect the financial position of the Company, the value of an investment in the Company, as well as the Company's operations, which potential investors need to be aware of.

The risks outlined below are specific to the Company's operations and to the resource exploration industry in which the Company operates.

(a) *Future capital needs and additional funding*

The funds raised by the Offer will primarily be used to continue exploration programs with respect to the Leonora Gold Project as part of the work necessary to recommence development of the Leonora Gold Project. There is a risk that these funds will not be sufficient to complete the proposed objectives and that further funding will be required to fund the Company's ongoing exploration obligations.

The Company's ability to raise further capital (equity or debt) within an acceptable time, of a sufficient amount and on terms acceptable to the Company will vary according to a number of factors, including prospectivity of projects (existing and future), the results of exploration, subsequent feasibility studies, development and mining, stock market and industry conditions and the price of relevant commodities and exchange rates.

No assurance can be given that future funding will be available to the Company on favourable terms (or at all).

If adequate funds are not available on acceptable terms the Company may not be able to further develop its projects and it may impact on the Company's ability to continue as a going concern.

(b) *Exploration and Development*

The business of mineral exploration, project development and production, by its nature, contains elements of significant risk with no guarantee of success. Ultimate and continuous success of these activities is dependent on, among other things:

- (i) the discovery or acquisition of economically recoverable reserves;
- (ii) access to adequate capital for project development;
- (iii) design and construction of efficient development and production infrastructure within capital expenditure budgets;
- (iv) securing and maintaining title to mineral interests;
- (v) obtaining consents and approvals necessary for the conduct of mineral exploration, development and production; and
- (vi) access to competent operational management and prudent financial administration, including the availability and reliability of appropriately skilled and experienced employees, contractors and consultants.

Whether or not income will result from projects undergoing exploration and development programs depends on successful exploration and the establishment of production facilities.

There is no assurance that any exploration on current or future interests will result in the discovery of an economic mineral deposit. Even if an apparently viable deposit is identified, there is no guarantee that it can be economically developed.

(c) *Default and Liquidity Risk*

As announced to the ASX on 9 May 2018, the Company is seeking certain waivers under its credit facility (**Credit Facility**) with Sprott Private Resource Lending (Collector) LP (**Sprott**) with respect to potential breaches of certain covenants and representations for the period up until 31 July 2018.

The Company's repayment obligations under the Credit Facility are secured against the Company's assets including all of the assets and tenements comprising the Leonora Gold Project by way of general security agreements, mining mortgages and guarantees.

If the Company is unable to secure further waivers from Sprott under the Credit Facility or is otherwise unable to achieve a commercial resolution of the obligations under the Credit Facility on terms acceptable to the Board, the Company will be required to repay the Credit Facility in full. If the Company is unable to repay the Credit Facility the Company will be in default under the Credit Facility. The Company would then be at risk of Sprott commencing default and or enforcement proceedings to enforce its rights under the Credit Facility.

The Company is currently managing its liquidity and in this regard the Company's ability to meet its repayment obligations under the Credit Facility and its other trade creditors will significantly improve in the event of the successful completion of the Offer.

Following completion of the Offer, the Company expects to repay the outstanding monies due under the Credit Facility in the event that satisfactory waivers and or variations are not able to be negotiated with Sprott.

If the Offer does not proceed the Company will have to pursue another funding source.

(d) *Leonora Gold Project*

As announced to the ASX on 1 June 2018, the Company has elected to put the Leonora Gold Project on care and maintenance in order to undertake further exploration, engineering design and costings to optimise the Project.

There is no guarantee that the further work to be undertaken by the Company will result in a re-commencement of the development of the Leonora Gold Project or that the additional work will not result in a more permanent suspension of the Project. The further work may result in a significant increase in the capital costs which may lead to a requirement for further capital.

(e) *Resource Estimates*

Resource estimates are expressions of judgment based on knowledge, experience and industry practice. Estimates that were valid when made may change significantly when new information or techniques becomes available. In addition, resource estimates are necessarily imprecise and depend to some extent on interpretations, which may prove to be inaccurate. Even if the Company identifies a resource or reserve, actual ore reserves and resources (including grade and quantity) may differ from those estimated at an earlier time which may result in alterations to development and mining plans which may, in turn, adversely affect the Company's operations.

(f) *Exploration and Mining Risk*

The business of mineral exploration and mining involves risks and hazards. For example, in an exploration context no assurance can be given that ore bodies will be detected with preferred or desirable tonnages or grades. High risk and substantial expense can be incurred without the requisite or expected degree of reward.

Even if commercial quantities of ore are discovered unforeseen risks can arise in the development and production phase including the development of appropriate metallurgical processes, the receipt of necessary governmental permits, access to permits and the construction of mining and processing facilities, environmental hazards, industrial accidents, labour forced disruption, the unavailability of materials

and equipment, unusual or unexpected geological formation, pit failures, changes in the regulatory environment and weather conditions. Such occurrences could result in damage to, or destruction of, mineral properties or production facilities, personal injury or death, environmental damage, delays in mining, monetary losses and possible legal liability.

(g) *Ability to Exploit Successful Discoveries*

It may not always be possible for the Company to participate in the exploitation of successful discoveries made in areas in which the Company has an interest. Such exploitation will involve the need to obtain the necessary licences or clearances from the relevant authorities, which may require conditions to be satisfied and/or the exercise of discretions by such authorities. It may or may not be possible for such conditions to be satisfied. The infrastructure requirements around a successful discovery may also impact on the exploitation of a discovery.

Further, the decision to proceed to further exploitation may require the participation of other companies whose interests and objectives may not be the same as those of the Company. As described above, such work may require the Company to meet or commit to financing obligations for which it may not have planned.

(h) *Compliance Risk*

The Company holds an interest in various mining tenements. Title to these tenements is subject to the Company, as tenement holder, complying with the terms and conditions of each tenement, including the minimum annual expenditure commitments. There is a risk that if the Company does not comply with the terms and conditions of each tenement, it may lose its interest in the relevant tenement.

The Company has implemented appropriate policies and practices to mitigate the risk of not complying with the terms and conditions attaching to each of its tenements.

(i) *Environmental Risk*

The Company's activities are subject to the environmental risks inherent in the mining industry. The Company is subject to environmental laws and regulations in connection with operations it may pursue in the mining industry. The Company intends to conduct its activities in an environmentally responsible manner and in accordance with all applicable laws. However, the Company may be the subject of accidents or unforeseen circumstances that could subject the Company to extensive liability.

Further, the Company may require approval from the relevant authorities before it can undertake activities likely to impact the environment. Failure to obtain such approvals will prevent the Company from undertaking its desired activities. The Company is unable to predict the effect of additional environmental laws and regulations that may be adopted in the future, including whether any such laws or

regulations would materially increase the Company's cost of doing business or affect its operations in any area.

(j) *Insurance*

Insurance against all risks associated with mineral exploration is not always available or affordable. The Company will maintain insurance where it is considered appropriate for its needs however it will not be insured against all risks either because appropriate cover is not available or because the Directors consider the required premiums to be excessive having regard to the benefits that would accrue.

The occurrence of an event that is not covered or fully covered by insurance could have a material adverse effect on the business, financial condition and results of the operations of the Company. There is no assurance that the Company will be able to maintain adequate insurance in the future at rates that it considers is reasonable.

(k) *Commodity Price Volatility*

If the Company achieves success leading to mineral production, the revenue it will derive through the sale of gold exposes the potential income of the Company to commodity price and exchange rate risks. Commodity prices fluctuate and are affected by many factors beyond the control of the Company. Such factors include supply and demand fluctuations for precious and base metals, technological advancements, forward selling activities and other macro-economic factors.

Furthermore, international prices of various commodities are denominated in United States dollars, whereas the income and expenditure of the Company are and will be taken into account in Australian currency, exposing the Company to the fluctuations and volatility of the rate of exchange between the United States dollar and the Australian dollar as determined in international markets.

6.2 General investment risks

The risks outlined below are some of the general risks that may affect an investment in the Company.

(a) *Securities investments and share market conditions*

There are risks associated with any securities investment. The prices at which the securities trade may fluctuate in response to a number of factors.

Furthermore, the stock market, and in particular the market for exploration and mining companies may experience extreme price and volume fluctuations that may be unrelated or disproportionate to the operating performance of such companies. These factors may materially adversely affect the market price of the securities of the Company regardless of the Company's operational performance. Neither the Company nor the Directors warrant the future performance of the Company, or any return of an investment in the Company.

(b) *Liquidity risk*

The market for the Company's Shares may be illiquid. As a consequence investors may be unable to readily exit or realise their investment.

(c) *Economic risk*

Changes in both Australia and world economic conditions may adversely affect the financial performance of the Company. Factors such as inflation, currency fluctuations, interest rates, industrial disruption and economic growth may impact on future operations and earnings.

7 ADDITIONAL INFORMATION

7.1 Disclosing entity

The Company is a disclosing entity for the purposes of the Corporations Act. As such, it is subject to regular reporting and disclosure obligations under the Corporations Act and the Listing Rules. Specifically, like all listed companies, the Company is required to continuously disclose any information it has to ASX which a reasonable person would expect to have a material effect on the price or the value of the Company's Shares.

This Offer Document contains a summary of information only which the Company does not purport to be complete. The Offer Document is intended to be read in conjunction with the Company's periodic and continuous disclosure announcements lodged with the ASX.

Copies of the Company's announcements can be obtained from www.asx.com.au or the Company's website www.kinmining.com.au.

7.2 Rights Issue Offer Document

This Offer Document is issued pursuant to section 708AA of the Corporations Act. The Company provided ASX with a notice that complied with the requirements of section 708AA(7) on 5 June 2018. In addition to certain minor and technical matters that notice was required to:

- (a) set out any information that had been excluded from a continuous disclosure notice in accordance with the Listing Rules and that investors and their professional advisers would reasonably require and expect to find in a disclosure document, for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; or
 - (ii) the rights and liabilities attaching to the New Shares; and
- (b) state the potential effect of the issue of the New Shares on the control of the Company and the consequences of that effect.

7.3 Underwriting Agreement

The Company has entered into an Underwriting Agreement with Euroz Securities Limited (**Underwriter**) dated 29 May 2018 whereby the Underwriter has agreed to underwrite the Offer.

The Underwriter has the right under the Underwriting Agreement to engage sub-underwriters on such terms and conditions as it determines in its absolute discretion.

The Underwriter will be paid a fee for underwriting the Offer of 5% on the underwritten amount being 81,182,644 New Shares. The Company will also be required to reimburse the Underwriter for all of the reasonable costs incurred by the Underwriter in relation to the Offer.

The underwriting of the Offer is conditional upon the satisfaction or waiver by the Underwriter of the certain conditions ordinarily found in an agreement of this type, including that:

- (a) the Underwriter being satisfied with the due diligence investigations by the Company in relation to the Offer;
- (b) the Company's solicitors providing the Underwriter with a legal sign off letter in relation to the due diligence investigations; and
- (c) the Underwriter procuring sub-underwriters as determined by the Underwriter.

In accordance with the Underwriting Agreement and as is customary with these types of arrangements:

- (a) the Company has (subject to certain limitations) agreed to indemnify the Underwriter, its officers, employees, advisers and related bodies corporate, and the officers, employees and advisers of any of its related bodies corporate against losses suffered or incurred in connection with the Offer; and
- (b) the Company and the Underwriter have given representations, warranties and undertakings in connection with (among other things) the conduct of the Offer.

The Underwriter may (in certain circumstances, including having regard to the materiality of the relevant event) terminate the Underwriting Agreement and be released from their obligations under it on the occurrence of certain events, including (but not limited to) the following material events where:

- (a) (Indices fall): the S&P ASX 200 Index as published by the ASX is at any time after the date of this Agreement 10% or more below its respective level as at the close of business on the business day prior to the date of the Underwriting Agreement;
- (b) (No Official Quotation): Official Quotation has not been granted by the Shortfall Notice Deadline Date or, having been granted, is subsequently withdrawn, withheld or qualified;
- (c) (Misleading Offer Materials): a statement in the Offer materials is or becomes misleading or deceptive or likely to mislead or deceive, or the Offer materials omit any information they are required to contain;
- (d) (Restriction on allotment): the Company is prevented from allotting the New Shares within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules or any statute;
- (e) (ASIC application): an application is made by ASIC for an order under section 1324B or any other provision of the Corporations Act in relation to the Offer Document, the Shortfall Notice Deadline Date (as defined in the Underwriting Agreement) has arrived, and that application has not been dismissed or withdrawn;
- (f) (ASIC hearing): ASIC obtains an interim or final order in relation to the Offer from a court of competent jurisdiction;

- (g) (Takeovers Panel): the Takeovers Panel makes an interim order or a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt 6.10 of the Corporations Act;
- (h) (Authorisation) any authorisation which is material to anything referred to in the Offer Document is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;
- (i) (Indictable offence): a director of the Company is charged with an indictable offence;
- (j) (Termination Events): any of the following events occurs:
 - (i) (Hostilities): there is an outbreak of hostilities or a material escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Pakistan, or the Peoples Republic of China, or any member of the European Union other than hostilities involving Libya, Afghanistan, Iraq, Iran, Syria, Lebanon or Israel and the Underwriter believes (on reasonable grounds) that the outbreak or escalation is likely to result in the S&P ASX 200 Index or the AUD dollar spot gold price falling by the percentage contemplated by clause (a) above;
 - (ii) (Default): default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (iii) (Incorrect or untrue representation): any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect in a material respect;
 - (iv) (Contravention of constitution or Act): a contravention by the Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
 - (v) (Adverse change): subject to the Underwriter acknowledging that Sprott may not grant any of the waivers sought by the Company and may issue a demand or default notice under the terms of the Credit Facility and that these events will not constitute a default, an event occurs which gives rise to a material adverse effect (as defined in the Underwriting Agreement) or any adverse change or any development including a likely adverse change after the date of the Underwriting Agreement in the assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of the Company;
 - (vi) (Error in Due Diligence Results): it transpires that any of the due diligence results or any part of the verification material (as defined in the Underwriting

Agreement) was false, misleading or deceptive or that there was a material omission from them;

- (vii) (Public statements): without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offer or the Offer Document, other than a statement the Company is required to make in order to comply with the Company's disclosure obligations;
- (viii) (Misleading information): any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the Company's affairs is or becomes misleading or deceptive or likely to mislead or deceive;
- (ix) (Official Quotation qualified): official quotation is qualified or conditional other than as set out in the definition of "Official Quotation" (as defined in the Underwriting Agreement);
- (x) (Change in Act or policy): there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy that has not been disclosed or proposed as at the date of the Underwriting Agreement;
- (xi) (Prescribed Occurrence): a prescribed occurrence occurs;
- (xii) (Suspension of debt payments): the Company suspends payment of its debts generally;
- (xiii) (Event of Insolvency): an event of insolvency occurs in respect of the Company or any of its subsidiaries;
- (xiv) (Judgment against the Company): a judgment in an amount exceeding \$100,000 is obtained against the Company and is not set aside or satisfied within 7 days;
- (xv) (Litigation): litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against the Company for any claimed amount exceeding \$50,000;
- (xvi) (Board and senior management composition): there is a change in the composition of the board of Directors or a change in the senior management of the Company before issue of the underwritten New Shares without the prior written consent of the Underwriter (such consent not to be unreasonably withheld);

- (xvii) (Change in shareholdings): there is a material change in the major or controlling shareholdings of the Company or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the Company;
- (xviii) (Timetable): there is a delay in any specified date in the Offer timetable which is greater than 5 Business Days;
- (xix) (Force Majeure): a force majeure event (as defined in the Underwriting Agreement) affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 7 days occurs;
- (xx) (Certain resolutions passed): the Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
- (xxi) (Capital Structure): the Company alters its capital structure in any manner not contemplated by the Offer Document excluding the issue of any Shares upon exercise of Options, such Options having been disclosed to the ASX as at the date of the Underwriting Agreement; and
- (xxii) (Market Conditions): a suspension or material limitation in trading generally on ASX occurs or any material adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

7.4 Withdrawal of the Offer

Subject to applicable laws and regulations, the Company reserves the right to withdraw all or part of the Offer or this Offer Document at any time. In this event and in accordance with the Corporations Act, the Company will refund without payment of interest all Application Monies in relation to New Shares not already issued.

To the fullest extent permitted by law, each Eligible Shareholder acknowledges that any Application Monies paid will not entitle the Shareholder to receive any interest earned in respect of Application Moneys and any interest will accrue solely for the benefit of the Company.

7.5 No Cooling Off Period

Cooling off periods do not apply to an investment in New Shares. An Application cannot be withdrawn once it has been accepted.

7.6 Not Investment Advice

This Offer Document is not a prospectus under the Corporations Act and has not been lodged with ASIC. It also does not constitute financial product advice and has been prepared without

taking into account a Shareholder's personal or financial circumstances. The Company is not licenced to provide financial product advice under the Corporations Act in relation to the New Shares.

The information contained in this Offer Document does not purport to contain all of the information that may be required to evaluate a possible application for New Shares, nor does it purport to contain all of the information which would be required in a prospectus prepared in accordance with the requirements set out in the Corporations Act. This Offer Document should be read in conjunction with the Company's continuous disclosure announcements lodged with the ASX.

A\$, \$ and dollars means Australian dollars, unless otherwise stated.

Application means a valid application for New Shares made pursuant to this Offer Document and an Application Form.

Application Form means the application form accompanying this Offer Document.

Application Money (Monies) means money received from an Eligible Shareholder in respect of their Application for New Shares

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) trading as the Australian Securities Exchange, or the market operated by that entity.

Board means the board of directors of the Company.

Closing Date means 26 June 2018 or such other date as may be determined by the Directors under this Offer Document.

Company or Kin means Kin Mining NL (ACN 150 597 541).

Corporations Act means the *Corporations Act 2001* (Cth), including as modified by ASIC Class Order 08/35 in relation to the Offer.

Credit Facility has the meaning given to it in section 6.1(c).

Directors means the directors of the Company.

Eligible Shareholder means a Shareholder as at 5.00pm (WST) on the Record Date, other than a Non-Qualifying Foreign Shareholder.

Entitlement or Right means an Eligible Shareholder's entitlement to subscribe for New Shares offered under this Offer Document.

Existing Share means a Share issued on or before the Record Date.

Listing Rules means the listing rules of ASX.

New Share means a new Share to be issued under the Offer.

Non-Qualifying Foreign Shareholder means a Shareholder whose registered address is not situated in Australia, Hong Kong, New Zealand or Singapore.

Offer means the offer for New Shares made under this Offer Document.

Offer Document means this document, including any supplements or replacements to this document.

Option means an option to subscribe for a Share.

Placement has the meaning given to it in section 4.3.

Project or the Leonora Gold Project means the Leonora Gold Project.

Record Date means 8 June 2018.

Related Sub-Underwriter has the meaning given to it in section 4.7.

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

Share Registry means Advanced Share Registry Limited, 110 Stirling Highway, Nedlands, WA.

Shareholder means a holder of a Share.

Shortfall means those New Shares not applied for by Eligible Shareholders.

Shortfall Shares has the meaning given in section 3.5.

Sprott has the meaning given to it in section 6.1(c).

Top Up New Shares means New Shares in addition to an Eligible Shareholder's Entitlement for which an Eligible Shareholder makes an Application as defined in section 3.7.

Underwriter means Euroz Securities Limited.

Underwriting Agreement means the underwriting agreement dated 29 May 2018 between the Underwriter and the Company.

US Person has the meaning given to that term in Regulation S under the US Securities Act.

US Securities Act means the United States Securities Act of 1933, as amended.

WST means Western Australian Standard Time.

9 **CORPORATE DIRECTORY**

Directors

Mr Jeremy Kirkwood (Chairman)
Mr Trevor Dixon
Mr Brian Dawes
Mr Giuseppe Graziano

Company Secretary

Mr Giuseppe Graziano

Underwriter

Euroz Securities Limited
Level 18 Alluvion
58 Mounts Bay Road
Perth WA 6000

Registered Office

Level 1
342 Scarborough Beach Road
Osborne Park WA 6017
Telephone: +61 8 9242 2227
Email: info@kinmining.com.au

Share Registry

Advanced Share Registry
110 Stirling Highway
Nedlands WA

Solicitors

Dominion Legal
17 Lacey Street
Perth WA 6000

Web Address

www.kinmining.com.au

ACN

ACN 150 597 541

ASX Code

KIN

ENTITLEMENT AND ACCEPTANCE FORM

THIS DOCUMENT IS IMPORTANT. IF YOU ARE IN DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONTACT YOUR STOCKBROKER OR LICENSED PROFESSIONAL ADVISER.

Sub-Register	
HIN / SRN	
Number of Eligible Shares held as at the Record Date, 8 June 2018	
Entitlement to New Shares on 1 Share for every 3 Shares held basis	
Amount payable on full acceptance at \$0.11 per New Share	

For a pro rata non-renounceable rights issue to Eligible Shareholders on the basis of one New Share for every three Shares held on the Record Date at an issue price of \$0.11 per New Share to raise approximately \$8.9 million.

NON-RENOUNCEABLE ENTITLEMENT ISSUE CLOSING AT 5.00PM (WST) 26 JUNE 2018

**To the Directors
KIN MINING NL**


- I/We the above mentioned, being registered on 8 June 2018 as the holder(s) of ordinary shares in your Company hereby accept the below mentioned New Shares in accordance with the enclosed Offer Document;
- I/We hereby authorise you to place my/our name(s) on the register of shareholders in respect of the number of New Shares allotted to me/us and;
- I/We agree to be bound by the Constitution of the Company.

ENTITLEMENT			
(A)	(B)	(C)	(D)
Number of New Shares applied for (being not more than the entitlement shown above)	Number of Shortfall Shares applied for (in excess of the entitlement shown above)	Total New Shares applied for	Amount Payable (C) * \$0.11
			AUD\$

METHOD OF ACCEPTANCE

You can apply for New Shares and make your payment utilising either cheque/bank draft or BPAY® (further details overleaf).

Please indicate which payment option you have chosen by marking the relevant box below.

<input type="checkbox"/>	Please enter cheque or bank draft details	Drawer	Bank	Branch	Amount
					\$
OR					
<input type="checkbox"/>		You can pay by BPAY®. If you choose to pay by BPAY®, you do not need to return this Entitlement and Acceptance Form. Please refer overleaf for details.			

CONTACT DETAILS

Name:

Telephone:

Email:

NOTE: Cheques should be made payable to "Kin Mining NL", crossed "Not Negotiable" and forwarded to Advanced Share Registry Ltd, PO Box 1156, Nedlands, Western Australia 6909 to arrive no later than 5:00 pm (WST) on 26 JUNE 2018.

PLEASE REFER OVERLEAF FOR INSTRUCTIONS

KIN MINING NL

REGISTERED OFFICE: Level 1, 342 Scarborough Beach Road, Osborne Park, Western Australia 6017
SHARE REGISTRY: Advanced Share Registry Ltd, 110 Stirling Highway, Nedlands, Western Australia 6009

EXPLANATION OF ENTITLEMENT

1. The front of this form sets out the number of New Shares which you are entitled to accept.
2. Your Entitlement may be accepted either in full or in part. There is no minimum acceptance.
3. The price payable on acceptance of each New Share is \$0.11.
4. Please complete the Entitlement and Acceptance Form overleaf.

APPLICATION INSTRUCTIONS

Payment Details

You can apply for New Shares by utilising the payment options detailed below. There is no requirement to return this Entitlement and Acceptance Form if you are paying by BPAY®. By making your payment using either BPAY® or by cheque/bank draft, you confirm that you agree to all of the terms and conditions of the Kin Mining NL Entitlement Offer as outlined on this Entitlement and Acceptance Form and within the accompanying Offer Document.

Your cheque/bank draft should be made payable to "**Kin Mining NL**" in Australian currency, crossed "**Not Negotiable**" and drawn on an Australian branch of a financial institution. Please complete cheque/bank draft details overleaf and ensure that you submit the correct amount as incorrect payments may result in your Application being rejected.

Cheques will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques returned unpaid may not be re-presented and may result in your Application being rejected. Paperclip (do not staple) your cheque(s)/bank draft(s) to the Entitlement and Acceptance Form. Cash will not be accepted. A receipt for payment will not be forwarded.

If the amount you pay is insufficient to pay for the number of New Shares you apply for, you will be taken to have applied for such lower number of New Shares as that amount will pay for, or your Application will be rejected. If the amount you pay is more than the amount payable for your full Entitlement, you will be taken to have applied for the maximum number of New Shares you are entitled to apply for. The excess money will be considered as your payment for an Application for Shortfall Shares under the Top Up Facility.

Contact Details

Please enter your contact details where requested overleaf. These details will only be used in the event that the Share Registry has a query regarding this Entitlement and Acceptance Form.

Lodgement of Application

If you are applying for New Shares and your payment is being made by BPAY®, you do not need to return this Entitlement and Acceptance Form however you are encouraged to return it to the Share Registry for reconciliation purposes – in that case you can post or send by facsimile (details below). Your payment must be received by no later than 5.00pm (WST) on 26 June 2018. Applicants should be aware that their own financial institution may implement earlier cut off times with regard to electronic payment and should therefore take this into consideration when making payment. It is the responsibility of the Applicant to ensure that funds submitted through BPAY® are received by this time.

If you are paying by cheque/bank draft, your Application must be received by the Share Registry by no later than 5:00pm (WST) on 26 June 2018. You should allow sufficient time for this to occur. Please return your Entitlement and Acceptance Form with cheque/bank draft attached.

Neither the Share Registry nor the Company accepts any responsibility if you lodge the Entitlement and Acceptance Form at any other address or by any other means.

Privacy Statement

Personal information is collected on this form by the Share Registry, as registrar for the securities' issuer, for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to the Share Registry's related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by the Share Registry, or you would like to correct information that is inaccurate, incorrect or out of date, please contact the Share Registry. In accordance with the Corporations Act, you may be sent material (including marketing material) approved by the securities' issuer in addition to general corporate communications. You may elect not to receive marketing material by contacting the Share Registry, using the details provided on this form.

If you have any enquiries concerning this Entitlement and Acceptance Form, please contact the Share Registry on telephone +61 8 9389 8033 or fax +61 8 9262 3723.



Telephone & Internet Banking – BPAY®

Call your bank, credit union or building society to make this payment from your cheque or savings account. More info: www.bpay.com.au.

By Mail

Kin Mining NL
c/- Advanced Share Registry Ltd
PO Box 1156
Nedlands WA 6909

or

Hand Delivered

110 Stirling Highway
Nedlands WA 6009