

# Form 603

Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme KIN Mining NL

ACN/ARSN 150 597 541

1. Details of substantial holder (1)

Name KIN Mining NL

ACN/ARSN (if applicable) 150 597 541

The holder became a substantial holder on 02/10/2013

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary fully paid shares (Shares)	6,120,000	6,120,000	15.83%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
KIN Mining NL	KIN Mining NL has a relevant interest in its own Shares as a result of various voluntary restriction agreements entered into with shareholders which give it control over the exercise of a power to dispose of the securities. A pro-forma copy of the voluntary restriction agreements is set out in Annexure B of this form.	6,120,000

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
KIN Mining NL	See Annexure A	See Annexure A	See Annexure A

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	
KIN Mining	See Annexure A	Nil	Nil	See Annexure A

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
KIN Mining NL	342 Scarborough Beach Road, Osborne Park WA 6017
See Annexure A	See Annexure A

**Signature**

Print name: Trevor Dixon Capacity: Managing Director

Sign here:  Date: 3.10.2013

## Annexure A

Registered holder of securities and person entitled to be registered as holder	Address	Date of acquisition	Class and number of securities
Saruman Holdings Pty Ltd <The Galopoulos Family A/C>	36 Ledger Rd, Balcatta WA	12 September 2013	100,000 Shares
F&E Cannavo Pty Ltd <Francesco Cannavo Superannuation Fund A/c>	17 Oakley Drive, Avondale Heights VIC	12 September 2013	125,000 Shares
Corrina Jane Mantegna	49 Clontarf Tce, Canning Vale WA	12 September 2013	90,000 Shares
D.F. Lynton-Brown Pty Ltd <DF Lynton-Brown Super Fund A/c>	258 Hale Rd, Woodlands WA	12 September 2013	100,000 Shares
PJ Skelton & WM Meyner <P Skelton Super Fund No1>	37A Calais Rd, Scarborough WA	12 September 2013	125,000 Shares
Oakquest Pty Ltd <Lawrence Family Super A/C>	P.O Box 913, Canning Bridge WA	12 September 2013	240,000 Shares
Gregory Morabito	Unit 2/79 Epstein St, Reservoir VIC	12 September 2013	125,000 Shares
A&A Cannavo Nominees Pty Ltd <Anthony Meats Staff Superannuation Fund A/c>	79 New Rd, Oak Park VIC	12 September 2013	125,000 Shares
Mimma Muratore	62 Ernest Jones Drive, Macleod VIC	12 September 2013	125,000 Shares
Moonlite Bay Pty Ltd	6 Acworth Court, Greensborough VIC	12 September 2013	125,000 Shares
Renato Falcone	29 Banksia St, Joondanna WA	12 September 2013	490,000 Shares
Robert Teal <Robert Teal Family Account>	68 Illawara Rd, Hawthorn VIC	12 September 2013	62,500 Shares
David John Mattner	11 Rifle Range Drive, Williamstown VIC	12 September 2013	62,500 Shares
Rogue Investments Pty Ltd	11 Craig St, Wembley Downs WA	12 September 2013	490,000 Shares
Shane Male	P.O Box 21, Broome WA	12 September 2013	75,000 Shares
Ostie Pty Ltd <Fiore Super Fund A/c>	P.O Box 1012, Scarborough WA	12 September 2013	50,000 Shares
Kailis Consolidated Pty Ltd	P.O Box 364, Mt Hawthorne WA	12 September 2013	490,000 Shares
Richard Forbes Donald-Hill	11 Ellesmere St, North Perth WA	12 September 2013	490,000 Shares
Troca Enterprises Pty Ltd <Coulson Super A/c>	20 Boscombe Ave, City Beach WA	12 September 2013	490,000 Shares
Siat Yoon Chin	25 Canning Beach Rd, Applecross WA	12 September 2013	375,000 Shares
Chin Nominees Pty Ltd <Chin Super Fund A/c>	25 Canning Beach Road, Applecross WA	12 September 2013	375,000 Shares
Harmanis Holdings Pty Ltd <The Harman Family A/C>	118A Marine Parade, Cottesloe WA	12 September 2013	990,000 Shares
Fiero Holdings Pty Ltd	55C Stewart Street, Scarborough WA	12 September 2013	50,000 Shares
Sam La Rosa & Juliet La Rosa	178 Cedric St, Stirling WA	12 September 2013	50,000 Shares
Marcus Chi Tsang	10 Gairdner Drive, Kardinya WA	12 September 2013	50,000 Shares
Tony Yuwakim	Unit 7/10 Dorset Rd, Pascoe Vale, VIC	12 September 2013	50,000 Shares
V. Ramondetta & T.V. Ramondetta & M.V. Ramondetta <VTM Super Fund A/C>	1 Grenvillea Close, Hillside Melb VIC	12 September 2013	150,000 Shares
Granshell Pty Ltd <OCC Superannuation Fund>	33 Kinkuna Way, City Beach WA	12 September 2013	50,000 Shares

**Voluntary Restriction Agreement**

---

**Voluntary Restriction Agreement**

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 wants to be listed. The holder will hold the voluntary restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.

**Agreement**

**Escrow restrictions**

1. During the escrow period, the holder will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the voluntary restricted securities.
  - (b) Create, or agree or offer to create, any security interest in the voluntary restricted securities.
  - (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 voluntary restricted securities.
  - (d) Participate in a return of capital made by the entity.
2. During the escrow period, a controller will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (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.

3. We will comply with chapter 9 of the listing rules in so far as they apply to voluntary escrow. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4.
  - (a) If the voluntary restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the voluntary restricted securities with a bank or +recognised trustee for the escrow period.
  - (b) If the voluntary restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the voluntary restricted securities.

## Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies.
  - (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the voluntary restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the voluntary security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach

## Annexure B

### Voluntary Restriction Agreement

clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.

9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
- (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the + voluntary restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the voluntary +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Jurisdiction**

13. The laws of Western Australia apply to this agreement. We submit to the jurisdiction of the courts of that State.

### **Definitions and interpretation**

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the +securities, substantial economic interest or other interests in the voluntary restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**voluntary restricted securities** means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities.

The singular includes the plural and vice versa.

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

Words and expressions defined in the listing rules of ASX, and not in this agreement, 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.

### **Schedule**

1. Entity's name and address: KIN Mining NL ACN: 150 597 541 of Ground Floor 342 Scarborough Beach Road, Osborne Park WA 6017
2. Holder's name and address: [ ]
3. Each +controllers' name and address: N/A
4. Escrow period (the date from which the voluntary restricted securities are escrowed): 6 months commencing on the date on which quotation of securities commences.
5. Particulars of voluntary restricted securities: [ ] fully paid ordinary shares
6. Particulars of controller interests: N/A
7. Particulars of security interests over voluntary restricted securities: N/A
8. Particulars of security interests over controller interests: N/A