Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme: Resolution Minerals Ltd
ACN/ARSN: ACN 617 789 732

1. Details of substantial holder (1)

Name: Resolution Minerals Ltd
ACN/ARSN (if applicable): ACN 617 789 732

The holder became a substantial holder on: 29 / 07 / 2025

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	Number of securities	Person's votes	Voting power
Fully paid ordinary shares ("Shares")	333,609,669	333,609,669	25.40%

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	Class and number of securities
Resolution Minerals Ltd	Taken under section 608(1)(c) of the Corporations Act 2001 (Cth) to have a technical relevant interest as a result of restrictions on the disposal of the shares under eleven (14) separate binding voluntary escrow deeds entered (**Escrow Deeds**) into between Resolution Minerals Ltd and: 1. Rajinder Grewal; 2. William Breen; 3. Craig Thomas Lindsay; 4. Christopher Cherry; 5. Canaccord Genuity Corp.; 6. Aarun Rai Kumar; 7. Gagandeep Luddu; 8. Stallion Uranium Corp.; 9. Marah Al Kiwan; 10. Tanvir Sanghera; 11. 1209072 B.C. Ltd.; and 12. 11798596 Canada Ltd., 13. Finexia Wealth Pty Ltd 14. Sunrise Australia Pte Ltd (together, the **Shareholders**). These securities are referred to as the **Escrow Securities**. The Escrow Deeds are attached as Annexure A. Resolution Minerals Ltd does not have the right to acquire the Escrow Securities or to exercise or control the exercise of any right to vote attached to the Escrow Securities.	

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	Class and number of securities
Resolution Minerals Ltd	Rajinder Grewal	Rajinder Grewal	33,075,530 Shares
Resolution Minerals Ltd	William Breen	William Breen	3,853,459 Shares
Resolution Minerals Ltd	Craig Thomas Lindsay	Craig Thomas Lindsay	20,872,904 Shares
Resolution Minerals Ltd	Christopher Cherry	Christopher Cherry	1,605,608 Shares

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Resolution Minerals Ltd	Canaccord Genuity Corp.	Canaccord Genuity Corp.	69,041,145 Shares
Resolution Minerals Ltd	Aarun Rai Kumar	Aarun Rai Kumar	8,028,040 Shares
Resolution Minerals Ltd	Gagandeep Luddu	Gagandeep Luddu	8,028,040 Shares
Resolution Minerals Ltd	Stallion Uranium Corp.	Stallion Uranium Corp.	38,680,178 Shares
Resolution Minerals Ltd	Marah Al Kiwan	Marah Al Kiwan	27,295,337 Shares
Resolution Minerals Ltd	Tanvir Sanghera	Tanvir Sanghera	20,872,904 Shares
Resolution Minerals Ltd	1209072 B.C. Ltd.	1209072 B.C. Ltd.	20,872,904 Shares
Resolution Minerals Ltd	11798596 Canada Ltd.	11798596 Canada Ltd.	17,661,688 Shares
Resolution Minerals Ltd	Finexia Wealth Pty Ltd	Finexia Wealth Pty Ltd	33,360,966 Shares
Resolution Minerals Ltd	Sunrise Australia Pte Ltd	Sunrise Australia Pte Ltd	33,360,966 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration		Class and number of securities
Resolution Minerals Ltd	29 July 2025	Cash	Non-cash	
		The relevant shares referred to in section 3 of this Form 603 were issued as consideration under the Binding Heads of Agreement between Resolution Minerals Ltd, the Shareholders and 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571) (**1503571 B.C**) for 100% of the issued and outstanding common shares in (**1503571 B.C**) held by each of the Shareholders (**Agreement**).		333,609,669 Shares

6. Associates

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

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

7. Addresses

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

Name	Address
Resolution Minerals Ltd	Level 21, 91 King William Street, Adelaide SA 5000

Signature

Print name Jarek Kopias Capacity Company Secretary

Sign here Date 29 July 2025

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

(9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

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ANNEXURE A

Resolution Minerals Ltd

ACN 617 789 732

This is Annexure A of one hundred and forty (140) pages referred to in Form 603 (Notice of Initial Substantial Holder) released by Resolution Minerals Ltd (ACN 617 789 732).

Signature

print name	Jarek Kopias	capacity	Company Secretary
sign here		date	29 / 07 / 2025

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Rajinder Thindal of 20138 1st Avenue Langley BC V2Z 0A3 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
11,025,177 Shares and 5,512,588 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
11,025,177 Shares and 5,512,588 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
11,025,177 Shares and 5,512,588 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	33,075,530 Shares and 16,537,765 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by **RAJINDER**	)
THINDAL in the presence of:	)

Signature of witness	Signature of Rajinder Thindal
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

William Breen of 105 Highland Ave, Hope, Idaho 83836, USA.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
1,284,486 Shares and 642,243 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
1,284,486 Shares and 642,243 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
1,284,486 Shares and 642,243 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	3,853,459 Shares and 1,926,729 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by **WILLIAM**	)
BREEN in the presence of:	)

Signature of witness	Signature of William Breen
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Craig Thomas Lindsay of 4867 Collingwood St. Vancouver, BC, V6S 2B5 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	20,872,904 Shares and 10,436,452 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by **CRAIG**	)
THOMAS LINDSAY in the presence of:	)

Signature of witness	Signature of Craig Thomas Lindsay
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Christopher Cherry of 1346 East 18th Avenue Vancouver BC V5V 1H6 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
535,203 Shares and 267,601 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
535,203 Shares and 267,601 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
535,203 Shares and 267,601 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	1,605,608 Shares and 802,804 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the *Corporations Act 2001* (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by	)
CHRISTOPHER CHERRY in the presence of:	)

Signature of witness	Signature of Christopher Cherry
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

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Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Canaccord Genuity Corp. of 1133 Melville Street, Suite 1200 Vancouver BC V6E 4E5.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
23,013,715 Shares and 11,506,858 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
23,013,715 Shares and 11,506,858 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
23,013,715 Shares and 11,506,858 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	69,041,145 Shares and 34,520,573 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by **RESOLUTION MINERALS LTD** **ACN 617 789 732** in accordance with section 127 of the *Corporations Act 2001* (Cth):	)))))
Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

EXECUTED AS A DEED by **CANACCORD GENUITY CORP.** in accordance with its constituent documents and place of incorporation:	)))))
Signature of director	Signature of director/company secretary*
Name of director	Name of director/company secretary*

*please delete as applicable

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means the date of issue of the Voluntary Escrow Securities.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in 0 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Aarun Rai Kumar of 709 - 618 Abbott Street Vancouver BC V6B 0C1 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
2,676,013 Shares and 1,338,007 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
2,676,013 Shares and 1,338,007 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
2,676,013 Shares and 1,338,007 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	8,028,040 Shares and 4,014,020 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the *Corporations Act 2001* (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by	)
AARUN RAI KUMAR in the presence of:	)

Signature of witness	Signature of Aarun Rai Kumar
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Gagandeep Luddu of 11559 83 Avenue Delta BC V4C 2G9 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
2,676,013 Shares and 1,338,007 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
2,676,013 Shares and 1,338,007 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
2,676,013 Shares and 1,338,007 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	8,028,040 Shares and 4,014,020 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by	)
GAGANDEEP LUDDU in the presence of:	)

Signature of witness	Signature of Gagandeep Luddu
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Stallion Uranium Corp. of 700 - 838 West Hastings Street Vancouver BC V6C 0A6 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
11,893,393 Shares and 5,946,696 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
11,893,393 Shares and 5,946,696 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
11,893,393 Shares and 5,946,696 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	35,680,178 Shares and 17,840,089 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by **RESOLUTION MINERALS LTD** **ACN 617 789 732** in accordance with section 127 of the *Corporations Act 2001* (Cth):	)))))

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

EXECUTED AS A DEED by **STALLION URANIUM CORP.** in accordance with its constituent documents and place of incorporation	))))

Signature of director	Signature of director/company secretary*
Name of director *please delete as applicable	Name of director/company secretary*

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Marah Al Kiwan of 535 East 11th Avenue Vancouver BC V5T 2E1 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
9,098,446 Shares and 4,549,223 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
9,098,446 Shares and 4,549,223 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
9,098,446 Shares and 4,549,223 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	27,295,337 Shares and 13,647,668 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by **MARAH**	)
AL KIWAN in the presence of:	)

Signature of witness	Signature of Marah Al Kiwan
Name of witness	

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

For personal use only

12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

For personal use only

SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Tanvir Sanghera of 3950 159 Street Surrey BC V3Z 0Y3 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	20,872,904 Shares and 10,436,452 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

SIGNED, SEALED AND DELIVERED by **TANVIR**	)
SANGHERA in the presence of:	)

Signature of witness	Signature of Tanvir Sanghera
Name of witness	

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For personal use only

THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

1209072 B.C. Ltd. of 11559 83 Avenue Delta BC V4C 2G9 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
6,957,635 Shares and 3,478,817 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	20,872,904 Shares and 10,436,452 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

EXECUTED AS A DEED by	)
1209072 B.C. LTD.	)
in accordance with its constituent	)
documents and place of incorporation	)

Signature of director	Signature of director/company secretary*
Name of director	Name of director/company secretary*

*please delete as applicable

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

11798596 Canada Ltd. of 3906 - 1480 Howe Street Vancouver BC V6Z 1C4 Canada.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
5,887,229 Shares and 2,943,615 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
5,887,229 Shares and 2,943,615 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
5,887,229 Shares and 2,943,615 Options	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	17,661,688 Shares and 8,830,844 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by)	
RESOLUTION MINERALS LTD)	
ACN 617 789 732)	
in accordance with section 127 of the)	
Corporations Act 2001 (Cth):)	
_____	_____
Signature of director	Signature of director/company secretary
_____	_____
Name of director	Name of director/company secretary

EXECUTED AS A DEED by)	
11798596 CANADA LTD.)	
in accordance with its constituent)	
documents and place of incorporation:)	
_____	_____
Signature of director	Signature of director/company secretary*
_____	_____
Name of director	Name of director/company secretary*

*please delete as applicable

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Finexia Wealth Pty Ltd of Level 18, 264-278 George Street Sydney NSW 2000.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
11,120,322 Shares and 5,560,161 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
11,120,322 Shares and 5,560,161 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
11,120,322 Shares and 5,560,161 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	33,360,966 Shares and 16,680,483 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by	)
RESOLUTION MINERALS LTD	)
ACN 617 789 732	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

EXECUTED AS A DEED by	)
FINEXIA WEALTH PTY LTD	)
ACN 637 420 672	)
in accordance with section 127 of the	)
Corporations Act 2001 (Cth):	)

Signature of director	Signature of director/company secretary*
Name of director	Name of director/company secretary*

*please delete as applicable

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THE PERSON NAMED IN Item 1 OF THE SCHEDULE (COMPANY)

and

THE PERSON NAMED IN Item 2 OF THE SCHEDULE (HOLDER)

VOLUNTARY RESTRICTION DEED

THIS DEED is made the day of 2025

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (**COMPANY**);

AND

THE PERSON NAMED IN ITEM 2 OF THE SCHEDULE (**HOLDER**).

RECITALS

A. The Company has agreed to issue the Voluntary Escrow Securities to the Holder subject to Completion occurring pursuant to the Agreement.

B. The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

1503571 BC means 1503571 B.C (an entity incorporated under the laws of British Columbia with incorporation number BC1503571).

Acquisition means the acquisition of 100% of the issued and outstanding common shares in the issued capital of 1503571 BC by the Company.

Affiliate means any Related Body Corporate.

Agreement means the binding heads of agreement dated 14 May 2025 between the Company, 1503571 BC and the shareholders of 1503571 BC, which sets out the terms and conditions of the Acquisition.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, South Australia.

Company means Resolution Minerals Ltd (ACN 617 789 732).

Completion means completion of the Acquisition under the Agreement.

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

Dealing, in respect of any Voluntary Escrow Securities, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security (as applicable);

(b) encumber or grant a security interest over such Voluntary Escrow Security or any legal, beneficial or economic interest in that Voluntary Escrow Security;

(c) grant or exercise an option in respect of such Voluntary Escrow Security;

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security; or

(e) agree to do any of those things,

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and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in Item 3 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Option means an option to acquire a Shares exercisable at A$0.018 each on or before 31 July 2028 (ASX:RMLOC).

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

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

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Securities means:

(a) in relation to the Holder, the Shares and Options specified in Item 4 of the Schedule;

(b) any securities attaching to or arising out of the securities listed in paragraph (a) above.

1.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect its interpretation;

(b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;

(c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

(d) an agreement on the part of two or more persons binds them severally and jointly;

(e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;

(f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

(g) a reference to a body, other than a party to this deed whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or substantially succeed its powers or functions;

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(h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;

(j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;

(k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

(l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(m) a reference to time is to Australian Central Standard Time as observed in Adelaide, South Australia;

(n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;

(o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;

(q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day; and

(r) a reference to **$** or **dollar** is to the lawful currency of the Commonwealth of Australia.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;

(b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;

(c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

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4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Securities, and agrees to take all necessary steps to ensure that its Voluntary Escrow Securities are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Securities.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 4.3.

4.3 Removal of Holding Lock

(a) Upon request by the Holder the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities to the extent necessary to facilitate a Dealing that is permitted under clause 5.

(b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities on the Business Day after the end of the relevant Escrow Period.

(c) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities if the Dealing arises solely as a result of:

(i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Securities, provided that the holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

(b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may transfer (in one or more transactions) any or all Voluntary Escrow Securities to an Affiliate or Professional Trustee of the Holder provided:

(i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and

(ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Securities.

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(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Securities will no longer be bound by any Holding Lock or restrictions on Dealing.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities upon the death or incapacity of the Holder. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Securities.

5.2 Notice

If the Holder becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Securities during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SECURITIES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder from dealing with the Voluntary Escrow Securities or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities, including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; or

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

7. CONSEQUENCES OF BREACH

If the Holder breaches this deed, each of the following applies:

(a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Securities.

10. CAPACITY

If the Holder has entered into this deed as a trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder is actually indemnified for the

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liability. The Holder will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

(a) in the case of personal delivery, on the actual day of delivery;

(b) if sent by mail, two Business Days from and including the day of posting; or

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

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

12. GENERAL

12.1 Governing law

This deed is governed by the laws of South Australia.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia including, for the avoidance of doubt, the Federal Court of Australia sitting in South Australia.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

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12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

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

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SCHEDULE 1

Item 1 Company

Resolution Minerals Ltd (ACN 617 789 732) of Level 21, 91 King William Street, Adelaide SA 5000 with email address info@resolutionminerals.com to the attention of the Company Secretary.

Item 2 Holder

Sunrise Australia Pte Ltd of 304 Orchard Road #03-41 Lucky Plaza Singapore 238863.

Item 3 Escrow Period

Voluntary Escrow Securities	Escrow Period
11,120,322 Shares and 5,560,161 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is three months after Completion.
11,120,322 Shares and 5,560,161 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is six months after Completion.
11,120,322 Shares and 5,560,161 Options.	The period commencing on Completion and ending at 5.00pm (ACST) on the date that is twelve months after Completion.

Item 4 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	33,360,966 Shares and 16,680,483 Options (including, for the avoidance of doubt, any Shares issued on exercise of the Options), to be issued to the Holder on Completion.

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EXECUTED by the parties as a deed.

EXECUTED AS A DEED by **RESOLUTION MINERALS LTD** **ACN 617 789 732** in accordance with section 127 of the *Corporations Act 2001* (Cth):	)))))
Signature of director	Signature of director/company secretary
Name of director	Name of director/company secretary

EXECUTED AS A DEED by **SUNRISE AUSTRALIA PTE LTD** in accordance with its constituent documents and place of incorporation	))))
Signature of director	Signature of director/company secretary*
Name of director	Name of director/company secretary*

*please delete as applicable

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