

RUMBLE RESOURCES LIMITED
ACN 148 214 260

PROSPECTUS

THIS PROSPECTUS IS BEING ISSUED FOR THE FOLLOWING OFFERS:

- **A NON-RENOUNCEABLE PRO-RATA OFFER TO ELIGIBLE SHAREHOLDERS ON THE BASIS OF 1 NEW SHARE FOR EVERY 5 SHARES HELD ON THE RECORD DATE AT AN ISSUE PRICE OF $0.013 EACH ("ENTITLEMENT OFFER"); AND**
- **ANY SHORTFALL UNDER THE ENTITLEMENT OFFER AT AN ISSUE PRICE OF $0.013 PER SHARE.**

THE OFFERS ARE UNDERWRITTEN BY CPS CAPITAL GROUP PTY LTD (AFSL 294848).

THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION. IT SHOULD BE READ IN ITS ENTIRETY.

IF YOU ARE IN DOUBT ABOUT WHAT TO DO, YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISER WITHOUT DELAY.

THE SHARES OFFERED IN CONNECTION WITH THIS PROSPECTUS ARE OF A SPECULATIVE NATURE.

IMPORTANT INFORMATION

This Prospectus is dated 12 May 2016 and was lodged with the ASIC on that date with the consent of all Directors. Neither the ASIC nor ASX nor their respective officers take any responsibility for the contents of this Prospectus.

No Shares will be issued on the basis of this Prospectus any later than 13 months after the date of this Prospectus (being the expiry date of this Prospectus).

A copy of this Prospectus is available for inspection at the registered office of the Company at Suite 9, 36 Ord Street, West Perth, Western Australia, during normal business hours. The Company will provide a copy of this Prospectus to any person on request. The Company will also provide copies of other documents on request (see Section 5.5).

The Shares offered by this Prospectus should be considered speculative. Please refer to Section 4 for details relating to investment risks.

Acceptances of New Shares under the Entitlement Offer can only be submitted on an original Entitlement and Acceptance Form sent with a copy of this Prospectus by the Company. The Entitlement and Acceptance Form sets out an Eligible Shareholder's entitlement to participate in the Entitlement Offer. If acceptance is by BPAY there is no need to return the original Entitlement and Acceptance Form. Applications for Additional Shares must be made on the separate section on the Entitlement and Acceptance Form sent with this Prospectus. The issue of Additional Shares is at the complete discretion of the Directors. More information on the Shortfall Offer is in Section 1.3.

No person is authorised to give any information or to make any representation in connection with the Offers which is not contained in this Prospectus. Any information or representation not so contained may not be relied on as having been authorised by the Company in connection with the Offers.

No action has been taken to permit the offer of Shares under this Prospectus in any jurisdiction other than Australia and New Zealand. The distribution of this Prospectus in jurisdictions outside Australia may be restricted by law and therefore persons into whose possession this document comes should seek advice on and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of those laws. This Prospectus does not constitute an offer of Shares in any jurisdiction where, or to any person to whom, it would be unlawful to issue this Prospectus.

This document is important and should be read in its entirety before deciding to participate in the Offers. This does not take into account the investment objectives, financial or taxation, or particular needs of any Applicant. Before making any investment in the Company, each Applicant should consider whether such an investment is appropriate to his/her particular needs, and considering their individual risk profile for speculative investments, investment objectives and individual financial circumstances. Each Applicant should consult his/her stockbroker, solicitor, accountant or other professional adviser without delay.

Revenues and expenditures disclosed in this Prospectus are recognised exclusive of the amount of goods and services tax, unless otherwise disclosed. Definitions of certain terms used in this Prospectus are contained in Section 7. All references to currency are to Australian dollars and all references to time are to WST unless otherwise indicated.

This Prospectus contains forward-looking statements which involve a number of risks and uncertainties. These forward looking statements are expressed in good faith and are considered by the Board to have a reasonable basis. These statements reflect current expectations, intentions or strategies regarding the future and assumptions based on currently available information. Should one or more of the risks or uncertainties materialise, or should underlying assumptions prove incorrect, actual results may vary from the expectations, intentions and strategies described in this Prospectus. No obligation is assumed to update forward looking statements if these beliefs, opinions and estimates should change or to reflect other future developments.

CORPORATE DIRECTORY

Directors

Mr Shane Sikora	Managing Director
Mr Andrew McBain	Non-Executive Director
Mr Matthew Banks	Non-Executive Director
Mr Michael Smith	Non-Executive Director

Company Secretary

Mr Steven Wood

Registered Office

Suite 9
36 Ord Street
West Perth WA 6005

Share Registry

Advanced Share Registry Services
110 Stirling Highway
Nedlands WA 6009

Lawyers

Bellanhouse Legal
Ground Floor, 11 Ventnor Avenue
West Perth WA 6005

Underwriter

CPS Capital Group Pty Ltd
Level 45
108 St Georges Terrace
Perth WA 6000

Telephone:	+61 (8) 6555 3980
Fax:	+61 (8) 6555 3981
Email:	enquiries@rumbleresources.com.au
ASX Code:	RTR
Website:	www.rumbleresources.com

PROPOSED TIMETABLE FOR ENTITLEMENT OFFER

Lodgement of Appendix 3B and Prospectus with ASX	12 May 2016
Notice of Entitlement Offer sent to Shareholders	16 May 2016
Shares quoted on an "EX" basis	17 May 2016
Record Date for determining entitlements	18 May 2016
Prospectus and Entitlement and Acceptance Form despatched to Eligible Shareholders	23 May 2016
Last day to extend the offer closing date	27 May 2016
Closing Date of Entitlement Offer (5pm WST)*	1 June 2016
Shares quoted on a deferred settlement basis	2 June 2016
Notification of Shortfall	6 June 2016
Anticipated date for issue of the Shares Deferred settlement trading ends	8 June 2016
Anticipated date for commencement of Shares trading on a normal settlement basis	9 June 2016

All dates are indicative only and subject to change without prior written notice. Any extension of the Entitlement Offer Closing Date will have a consequential effect on the date of issue of the Shares.

TABLE OF CONTENTS

Section		Page No.
1.	Details of the Offer	2
2.	Action required by Shareholders	11
3.	Effect of the Offer	13
4.	Risk factors	16
5.	Additional information	23
6.	Directors' Statement and Consent	35
7.	Glossary of Terms	36

LETTER FROM THE DIRECTORS

Dear Shareholder

On behalf of the Directors, I am pleased to invite you to participate in a fully underwritten, non-renounceable pro-rata 1 for 5 Entitlement Offer at an issue price of $0.013 per Share to raise up to approximately $537,000 (before costs).

Shareholders also have the opportunity to subscribe for any Shares that are not subscribed for under the Entitlement Offer pursuant to the Shortfall Offer under this Prospectus.

The Offers are being fully underwritten by CPS Capital and partially sub-underwritten by entities associated with the Directors to a maximum of $191,480.

Subject to the satisfactory completion of the Offers, funds raised are intended to be used to progress and manage the Company's existing assets. The funds raised from the Offers are also intended to be allocated to general working capital costs incurred by the Company and to undertake due diligence investigations on potential new acquisitions that have the capacity to add significant long-term Shareholder value.

Further details of the Offers are contained in this Prospectus which I encourage you to read carefully before deciding to invest.

For further information on the Company, you can visit the Company's website at www.rumbleresources.com. If you are in any doubt as to how to respond to the Offers, you should consult your stockbroker, accountant or other independent professional adviser.

I look forward to your support and to keeping you updated on our progress.

Yours faithfully,



Shane Sikora
Managing Director

1. Details of the Offers

1.1 The Offers

This Prospectus is being issued for the following offers (together, the **Offers**):

(a) the Entitlement Offer; and

(b) the Shortfall Offer.

1.2 Entitlement Offer

The Company is making a non-renounceable pro-rata offer of ordinary fully paid Shares at an issue price of $0.013 each to Eligible Shareholders on the basis of 1 New Share for every 5 Shares held at 5:00pm (WST) on the Record Date (**Entitlement Offer**).

The Company has as at the date of this Prospectus 206,751,835 Shares, 38,160,554 quoted Options and 33,457,316 unquoted Options on issue.

The market price of Shares at the date of this Prospectus is such that it is unlikely that any of the existing Options will be exercised before the Record Date.

Where the determination of the entitlement of any Eligible Shareholder results in a fraction of a Share, such fraction will be rounded up to the nearest whole Share. Further details on the rights and liabilities attaching to the Shares proposed to be issued under the Offers are contained in Section 5.1.

1.3 Shortfall Offer

If you do not wish to take up any part of your entitlement under the Entitlement Offer, you are not required to take any action. That part of your entitlement not taken up will form part of the Shortfall and will be dealt with in accordance with this Section. In these circumstances, you will receive no benefit. Accordingly, it is important that you take action if you want to accept your entitlement in accordance with the instructions in Section 2.

The offer of any Additional Shares is a separate offer made pursuant to this Prospectus and will remain open after the Entitlement Offer Closing Date (**Shortfall Offer**). Additional Shares will be offered at an issue price of $0.013 per New Share, which is the issue price at which the Entitlement Offer has been made to Eligible Shareholders. The New Shares issued as Additional Shares will have the same rights as the New Shares issued under the Entitlement Offer, which are summarised in Section 5.1.

Additional Shares may be allocated to any investor who applies for, and provides subscription monies as per the instruction on the Entitlement and Acceptance Form and in accordance with Section 2.3. Any Additional Shares allocated under the Shortfall Offer are at the absolute discretion of the Directors in conjunction with the Underwriter and subject to compliance with the Corporations Act and the Listing Rules.

The Directors do not represent that any application to participate in the Shortfall Offer will be successful. The Company reserves the right to issue to an Applicant

for Additional Shares a lesser number of Additional Shares than the number applied for or reject an application or not proceed with the issuing of the Additional Shares or part thereof. If the number of Additional Shares issued is less than the number applied for, surplus Application Monies will be refunded in full. Interest will not be paid on any Application Monies refunded.

If investors wish to apply for Additional Shares they should complete the separate section of the Entitlement and Acceptance Form sent with the Prospectus. Refer to Section 2.3 for instructions as to how to apply for Additional Shares.

Any Shortfall remaining after the allocation of the Additional Shares will be dealt with in accordance with the Underwriting Agreement and Sub-Underwriting Agreements.

Any Additional Shares will be issued within three months of the Entitlement Offer Closing Date.

1.4 Purpose of the Offers and Use of Funds

Completion of the Offers will result in an increase in cash at hand of up to approximately $537,000 (before costs).

The following indicative table sets out the proposed use of funds raised under the Offers:

Item	Proposed use	Amount ($)	%
1.	Existing assets	$150,000	27.95%
2.	Project acquisitions	$150,000	27.95%
3.	Working capital	$183,603	34.2%
4.	Expenses of the Offers[1]	$53,397	9.9%
	Total	**$537,000**	**100%**

1. Refer to Section 5.13 of this Prospectus for further details relating to the estimated expenses of the Offers.

The above is a statement of current intentions at the date of this Prospectus. Intervening events and new circumstances have the potential to affect the manner in which the funds are ultimately applied. The Board reserves the right to alter the way the funds are applied on this basis.

1.5 Opening and Closing Dates

For the Entitlement Offer, the Company will accept Entitlement and Acceptance Forms from the Record Date until 5:00pm WST on 1 June 2016 or such other date as the Directors in their absolute discretion shall determine, subject to the requirements of the Listing Rules (**Entitlement Offer Closing Date**).

The Shortfall Offer will remain open after the Entitlement Offer Closing Date.

1.6 Minimum subscription

There is no minimum subscription for the Offers.

1.7 Underwriting Agreement

CPS Capital has been appointed as the underwriter (**Underwriter**) to fully underwrite the Offers for up to 41,350,367 New Shares (**Underwritten Shares**) for a total underwritten value of $537,554.77 (**Underwritten Amount**). In consideration for the Underwriter's underwriting obligations, the Company has agreed to pay the Underwriter an underwriting fee of 6% of the total gross amount raised under the Offers.

A conditional formal underwriting agreement was agreed between the Underwriter and the Company on 12 May 2016 (**Underwriting Agreement**). A summary of the Underwriting Agreement is in Section 5.2.

1.8 Sub-Underwriting Agreements

The Underwriter has entered into Sub-Underwriting Agreements with entities associated with each of the Directors, pursuant to which each of the Sub-Underwriters, excluding the entity associated with Mr Andrew McBain, have agreed to partially sub-underwrite the Offers up to a maximum of 3,846,154 New Shares each for a total underwritten value of $50,000 each. Broadacre Finance Pty Ltd as trustee for the Rule 303 Superannuation Fund Account, an entity associated with Mr Andrew McBain, has agreed to partially sub-underwrite the Offers up to a maximum of 3,190,744 New Shares for a total underwritten value of $41,480.

Accordingly, the Sub-Underwriting Agreements provide for an aggregate sub-underwriting of 14,729,206 New Shares for a total underwritten value of $191,480.

If for any reason the Underwriting Agreement is terminated, excluding the entity associated with Mr Andrew McBain, the Sub-Underwriters have each agreed to directly underwrite the Offers to the value of $50,000 each. Broadacre Finance Pty Ltd as trustee for the Rule 303 Superannuation Fund Account, an entity associated with Mr Andrew McBain, has agreed to directly underwrite the Offers to the value of $41,480.

Each of the Sub-Underwriting Agreements are on the same terms and conditions. A summary of the Sub-Underwriting Agreements is in Section 5.2.

1.9 Substantial Shareholders

As at the date of the Prospectus, the Company has the following substantial Shareholder:

Substantial Shareholder	Number of Shares	Voting power
Jason Peterson	11,885,738	5.75%

1.10 Effect of the Offers on control of the Company

The Company is of the view that the Offers will not affect the control (as defined by section 50AA of the Corporations Act). No Shareholder will hold a voting power of greater than 20% as a result of the Offers.

The Underwriter presently has no Shares in the Company, and it has indicated that it has no intention of acquiring Shares in the Company prior to the Record Date.

The maximum number of New Shares that may be issued to the Underwriter (or its nominees) under the Underwriting Agreement is 41,350,367 Shares, which would comprise 16.7% of the Shares on issue at completion of the Offers. As detailed in Section 5.3, entities associated with each of the Directors have also undertaken to sub-underwrite an aggregate of 14,729,206 New Shares under the Offers. The Underwriting Agreement also prohibits the Underwriter or any other party from acquiring an interest in excess of 19.9% of the Shares on issue on completion of the Offers.

As set out in Section 1.8, the Sub-Underwriters have each agreed to partially sub-underwrite the Offers. None of the Sub-Underwriters are substantial Shareholders in the Company and no Sub-Underwriter may hold a voting power of 20% or above on completion of the Offers.

Shareholders should note that if they do not participate in the Offers, their holdings are likely to be diluted (as compared to their holdings and number of Shares on issue as at the date of the Prospectus). Examples of how the dilution may impact Shareholders are set out in the table below:

Holder	Holding as at Record Date	% at Record Date	Entitlements under Entitlement Offer	Holdings if entitlement not taken up	% post Offers only
Shareholder 1	6,000,000	2.9	1,200,000	6,000,000	2.42
Shareholder 2	3,000,000	1.45	600,000	3,000,000	1.21
Shareholder 3	1,500,000	0.73	300,000	1,500,000	0.60
Shareholder 4	750,000	0.36	150,000	750,000	0.30
Shareholder 5	375,000	0.18	75,000	375,000	0.15

Notes:

1. The dilution effect shown in the table is the maximum percentage on the assumption that those entitlements not accepted are placed under the Shortfall Offer. In the event all entitlements are not accepted and some or all of the resulting Shortfall is not subsequently placed, the dilution effect for each Shareholder not accepting their entitlement would be a lesser percentage. It is noted that the Offers are fully underwritten.

1.11 No rights trading

The rights to New Shares under the Entitlement Offer are non-renounceable. Accordingly, there will be no trading of rights on ASX and you may not dispose of your entitlement to any other party. If you do not take up your entitlement to New Shares under the Entitlement Offer by the Entitlement Offer Closing Date, the Entitlement Offer to you will lapse.

1.12 Entitlement and Acceptance Form

Acceptance of a completed Entitlement and Acceptance Form by the Company creates a legally binding contract between the Applicant and the Company for the number of New Shares accepted by the Company. The Entitlement and Acceptance Form does not need to be signed to be a binding acceptance of New Shares.

If the Entitlement and Acceptance Form is not completed correctly it may still be treated as valid. The Directors' decision as to whether to treat the Acceptance as valid and how to construe, amend or complete the Entitlement and Acceptance Form, is final.

The Company will send this Prospectus, together with an Entitlement and Acceptance Form, to all Eligible Shareholders.

1.13 Issue Date and dispatch

All New Shares under the Entitlement Offer are expected to be issued on or before the date specified in the proposed timetable in this Prospectus.

Security holder statements will be dispatched at the end of the calendar month following the issue of the New Shares under the Offers.

It is the responsibility of Applicants to determine their allocation prior to trading in the New Shares. Applicants who sell New Shares before they receive their holding statements do so at their own risk.

1.14 Application Monies held on trust

All Application Monies received for the New Shares under the Offers will be held on trust in a bank account maintained solely for the purpose of depositing Application Monies received pursuant to this Prospectus until the New Shares are issued under the relevant Offer. All Application Monies received in respect of an Offer will be returned (without interest) if the New Shares under the relevant Offer are not issued.

1.15 ASX quotation

Application has been or will be made for the official quotation of the New Shares offered by this Prospectus. If permission is not granted by ASX for the official quotation of the New Shares offered by this Prospectus within three months after the date of this Prospectus (or such period as ASX allows), the Company will repay, as soon as practicable, without interest, all Application Monies received pursuant to this Prospectus.

1.16 CHESS

The Company participates in the Clearing House Electronic Sub-register System, known as CHESS. ASX Settlement Pty Limited, a wholly owned subsidiary of ASX, operates CHESS in accordance with the Listing Rules and the ASX Settlement Operating Rules.

Under CHESS, Applicants will not receive a certificate but will receive a statement of their holding of Shares.

If you are broker sponsored, ASX Settlement Pty Limited will send you a CHESS statement.

The CHESS statement will specify the number of New Shares issued under this Prospectus, provide details of your holder identification number, the participant identification number of the sponsor and the terms and conditions applicable to the Shares.

If you are registered on the Issuer Sponsored sub-register, your statement will be despatched by Advanced Share Registry and will contain the number of New Shares issued to you under this Prospectus and your security holder reference number.

A CHESS statement or Issuer Sponsored statement will routinely be sent to Shareholders at the end of any calendar month during which the balance of their

Shareholding changes. Shareholders may request a statement at any other time; however, a charge may be made for additional statements.

1.17 Ineligible Foreign Shareholders

This Prospectus, and any accompanying Entitlement and Acceptance Form, do not, and is not intended to, constitute an offer of Shares in any place or jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer or to issue this Prospectus or the New Shares under the Offers.

The distribution of this Prospectus in jurisdictions outside Australia and New Zealand may be restricted by law and persons who come into possession of this Prospectus should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of applicable securities laws.

The Company believes that it is unreasonable to extend the Offers to Ineligible Foreign Shareholders. The Company has formed this view having considered:

(a) the number and value of the New Shares that would be offered to those Shareholders; and

(b) the cost of complying with the legal requirements and the requirements of regulatory authorities in the overseas jurisdictions.

Accordingly, Ineligible Foreign Shareholders will not be entitled to participate in the Offers.

1.18 Nominee sale procedure

No nominee has been approved by the ASIC to act as nominee to sell the New Shares that might have otherwise been issued to Shareholders outside Australia and New Zealand.

Accordingly, Applicants under the Entitlement Offer will not be able to rely on the exception allowed by item 10 of section 611 of the Corporations Act which would otherwise permit an Applicant to acquire a voting power of more than 20% in the Company as a result of accepting their entitlement under the Entitlement Offer without breaching section 606 of the Corporations Act. As a consequence, subsequent to the Entitlement Offer Closing Date, the Company will not issue New Shares (including Shortfall Shares) to any Applicant or other person if the result of any such issue would result in any person (and that person's associates) acquiring a relevant interest in in excess of 20% of the issued capital of the Company subsequent to the Entitlement Offer Closing Date. This may result in the Company scaling back Applications from Eligible Shareholders below their entitlements to ensure that no breach of section 606 of the Corporations Act occurs.

Without limiting the above, it is the responsibility of Eligible Shareholders to ensure that their participation under the Offers do not result in them breaching section 606 of the Corporations Act. Eligible Shareholders, by lodging Applications for New Shares, acknowledge and accept the right and obligation of the Company to not allot or issue New Shares to them which would result in any breach by them of section 606 of the Corporations Act and direct the Company to so act.

1.19 New Zealand offer restrictions

The Shares are not being offered or sold to the public within New Zealand other than to existing Shareholders of the Company with registered addresses in New Zealand at the Record Date.

This Prospectus has not been registered, filed with or approved by any New Zealand regulatory authority. This Prospectus is not an investment statement or prospectus under New Zealand law and is not required to, and may not, contain all the information that an investment statement or prospectus under New Zealand law is required to contain.

1.20 Risk factors

An investment in Shares of the Company should be regarded as speculative. In addition to the general risks applicable to all investments in listed securities, there are certain specific risks associated with an investment in the Company which are detailed in Section 4.

1.21 Taxation implications

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

The Company, its advisers and its officers do not accept any responsibility or liability for any such taxation consequences to Applicants. As a result, Applicants should consult their professional tax adviser in connection with subscribing for New Shares under this Prospectus.

1.22 Major activities and financial information

A summary of the major activities and financial information relating to the Company for the half-year ended 31 December 2015 and financial year ended 30 June 2015 can be found in the Company's Interim Financial Report and Annual Financial Report lodged with ASX. The Company's continuous disclosure notices (i.e. ASX announcements) since the lodgement of the Interim Financial Report on 1 March 2016 and Company's Annual Financial Report on 30 September 2015 are listed in Section 5.5. Copies of these documents are available free of charge from the Company. The Directors strongly recommend that Applicants review these and all other announcements prior to deciding whether or not to participate in the Offers.

1.23 Privacy

The Company collects information about each Applicant provided on an Entitlement and Acceptance Form for the purposes of processing the Application and, if the Application is successful, to administer the Applicant's Shareholding in the Company.

By submitting an Entitlement and Acceptance Form, each Applicant agrees that the Company may use the information provided by an Applicant on the Entitlement and Acceptance Form for the purposes set out in this privacy disclosure statement and may disclose it for those purposes to the share registry, the Company's related bodies corporate, agents, contractors and third party

service providers, including mailing houses and professional advisers, and to ASX and regulatory authorities.

If you do not provide the information required on the Entitlement and Acceptance Form, the Company may not be able to accept or process your Application.

An Applicant has an entitlement to gain access to the information that the Company holds about that person subject to certain exemptions under law. A fee may be charged for access. Access requests must be made in writing to the Company's registered office.

1.24 Enquiries concerning Prospectus

All enquiries concerning the Entitlement and Acceptance Form and the Prospectus, please contact Rumble Resources Limited on +61 8 6555 3980.

For general shareholder enquiries, please contact Advanced Share Registry on +61 8 9389 8033.

2. Action required by Shareholders

2.1 Acceptance of Shares under the Entitlement Offer

Should you wish to accept all of your entitlement to Shares under the Entitlement Offer and you are not paying by BPAY, then Applications for New Shares under this Prospectus must be made on the Entitlement and Acceptance Form which accompanies this Prospectus, in accordance with the instructions referred to in this Prospectus and on the Entitlement and Acceptance Form. Please read the instructions carefully.

Please complete the Entitlement and Acceptance Form by filling in the details in the spaces provided and attach a cheque, bank draft or money order for the amount indicated on the Entitlement and Acceptance Form.

Completed Entitlement and Acceptance Forms must be accompanied by a cheque, bank draft or money order in Australian dollars, crossed "Not Negotiable" and made payable to "Rumble Resources Limited" and lodged at any time after the issue of this Prospectus and on or before the Entitlement Offer Closing Date at the Company's share registry (by delivery or by post) at:

Advanced Share Registry
110 Stirling Highway
NEDLANDS WA 6009

If paying via BPAY, Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment and it is the responsibility of the Applicant to ensure that funds are submitted through BPAY by the Entitlement Offer Closing Date. If you elect to pay via BPAY, you must follow the instructions for BPAY set out in the Entitlement and Acceptance Form and you will not need to return the Entitlement and Acceptance Form.

2.2 If you wish to take up only part of your entitlement under the Entitlement Offer

Should you wish to only take up part of your entitlement under the Entitlement Offer and you are not paying by BPAY, then Applications for New Shares under the Entitlement Offer must be made on the Entitlement and Acceptance Form which accompanies this Prospectus in accordance with the instructions referred to in this Prospectus and on the Entitlement and Acceptance Form. Please read the instructions carefully.

Please complete the Entitlement and Acceptance Form by filling in the details in the spaces provided, including the number of New Shares you wish to accept and the amount payable (calculated at $0.013 per new Share accepted), and attach a cheque, bank draft or money order for the appropriate Application Monies.

Completed Entitlement and Acceptance Forms must be accompanied by a cheque, bank draft or money order in Australian dollars, crossed "Not Negotiable" and made payable to "Rumble Resources Limited" and lodged at any time after the issue of this Prospectus and on or before the Entitlement Offer Closing Date at the Company's share registry (by delivery or by post) at:

Advanced Share Registry
110 Stirling Highway
NEDLANDS WA 6009

If paying via BPAY, Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment and it is the responsibility of the Applicant to ensure that funds are submitted through BPAY by the Entitlement Offer Closing Date. If you elect to pay via BPAY, you must follow the instructions for BPAY set out in the Entitlement and Acceptance Form and you will not need to return the Entitlement and Acceptance Form.

2.3 If you wish to apply for Additional Shares

If you wish to apply for Shares in excess of your entitlement under the Entitlement Offer by applying for Additional Shares you may do so by completing the relevant separate section of the Entitlement and Acceptance Form relating to the Shortfall Offer and which accompanies this Prospectus, in accordance with the instructions referred to in this Prospectus and on the Entitlement and Acceptance Form. Any New Shares applied for in excess of your entitlement will be applied for under the Shortfall Offer and will be issued at the complete discretion of the Directors.

Completed Entitlement and Acceptance Forms must be accompanied by a cheque, bank draft or money order in Australian dollars, crossed "Not Negotiable" and made payable to "Rumble Resources Limited" and lodged at any time after the issue of this Prospectus and on or before the Entitlement Offer Closing Date at the Company's share registry (by delivery or by post) at:

Advanced Share Registry
110 Stirling Highway
NEDLANDS WA 6009

If paying via BPAY, Applicants should be aware that their own financial institution may implement earlier cut off times with regards to electronic payment and it is the responsibility of the Applicant to ensure that funds are submitted through BPAY by the date and time mentioned above. If you elect to pay via BPAY, you must follow the instructions for BPAY set out in the Entitlement and Acceptance Form and you will not need to return the Entitlement and Acceptance Form.

2.4 Entitlements not taken up

If you do not wish to accept any of your entitlement, you are not obliged to do anything. The number of Shares you hold and the rights attached to those Shares will not be affected should you choose not to accept any of your entitlement.

2.5 Enquiries concerning your entitlement

For all enquiries concerning the Prospectus, please contact Rumble Resources Limited on +61 6555 3980.

For all general shareholder enquiries, please contact Advanced Share Registry on +61 8 9389 8033.

3. Effect of the Offers

3.1 Capital structure on completion of the Offers

	Number of Shares	Number of Quoted Options	Number of Unquoted Options
Balance at the date of this Prospectus	206,751,835	38,160,554	33,457,316
Maximum number of Shares to be issued under the Entitlement Offer and Shortfall Offer	41,350,367	Nil	Nil
TOTAL ON COMPLETION	**248,102,202**	**38,160,554**	**33,457,316**

Notes:

1. This assumes that all Shares offered under the Entitlement Offer are issued, either under the Entitlement Offer itself, or the Shortfall Offer. The actual number of Shares to be issued will vary based on the Shares subscribed for and issued pursuant to the Entitlement Offer and the Shortfall Offer.

3.2 Pro forma consolidated statement of financial position

	Audited Statement of Financial Position at 31 December 2015	Movement for the period	Unaudited Statement of Financial Position at 30 April 2016	Effect of Offers	Proforma Consolidated Statement of Financial Position at 30 April 2016 (unaudited)
Current Assets					
Cash and cash equivalents	970,486	179,022	791,464	537,000	1,328,464
Trade and other receivables	83,993	(150,412)	234,405	-	234,405
Total Current Assets	**1,054,480**	**28,610**	**1,025,869**	**537,000**	**1,562,869**
Non-Current Assets					
Financial Assets	-	-	-	-	-

	Audited Statement of Financial Position at 31 December 2015	Movement for the period	Unaudited Statement of Financial Position at 30 April 2016	Effect of Offers	Proforma Consolidated Statement of Financial Position at 30 April 2016 (unaudited)
Plant & equipment	25,268	5,100	20,168	-	20,168
Other assets	29,725	(11,700)	41,425	-	41,425
Exploration assets	5,126,064	1,095,873	4,030,191	-	4,030,191
Total Non-Current Assets	**5,181,057**	**1,089,273**	**4,091,784**	**-**	**4,091,784**
Total Assets	**6,235,537**	**1,117,883**	**5,117,653**	**537,000**	**5,654,653**
Current Liabilities					
Trade and other payables	79,218	55,962	23,256	53,597	76,853
Other payable	69,836	(2,086)	71,922	-	71,922
Provision	42,760	23,654	19,105	-	19,105
Total Current Liabilities	**191,814**	**77,531**	**114,283**	**53,597**	**167,680**
Non-Current Liabilities	**-**	**-**	**-**	**-**	**-**
Total Non-Current Liabilities	**-**	**-**	**-**	**-**	**-**
Total Liabilities	**191,814**	**77,531**	**114,283**	**53,397**	**167,680**
Net Assets	**6,043,723**	**1,040,352**	**5,003,370**	**483,603**	**5,486,973**
Equity					
Contributed Equity	12,307,430	-	12,307,430	483,603	12,791,033
Reserves	1,404,890	(321,220)	1,726,110	-	1,726,110
Accumulated Losses	(7,668,598)	1,361,572	(9,030,170)	-	(9,030,170)
Total Equity	**6,043,722**	**1,040,352**	**5,003,370**	**483,603**	**5,486,973**

Basis of Preparation

The above pro forma statement of financial position has been prepared in accordance with the draft ASIC Guide to Disclosing Pro Forma Financial Information (issued July 2005).

The pro forma balance sheets have been prepared on a going concern basis, which contemplates the continuity of normal business activity and the realisation of assets and settlement of liabilities in the normal course of business.

The pro forma statement of financial position is based on the audited financial position as at 31 December 2015 and the unaudited financial position as at 30 April 2016 and assumes that the Entitlement Offer is fully subscribed. Other than in the ordinary course of business, there have been no other material transactions between that date and the date of this Prospectus.

3.3 Market price of Shares

The latest available market sale price of the Shares on ASX prior to the date of lodgement of this Prospectus with the ASIC was $0.014 per Share on 11 May 2016.

The highest and lowest market sale prices of the Shares on ASX during the three months immediately preceding the lodgement of this Prospectus with the ASIC and the respective dates of those sales were:

Lowest:	$0.01 on 4 February 2016
Highest:	$0.019 on 4 April 2016

3.4 Dividend Policy

The Directors are not able to say when and if dividends will be paid in the future, as the payment of any dividends will depend on the future profitability, financial position and cash requirements of the Company.

4. Risk Factors

Activities in the Company and its controlled entities, as in any business, are subject to risks, which may impact on the Company's future performance. The Company and its controlled entities have implemented appropriate strategies, actions, systems and safeguards for known risks, however, some are outside its control.

The Directors consider that the following summary, which is not exhaustive, represents some of the major risk factors which potential investors need to be aware of in evaluating the Company's business and risks of investing in the Company. Potential investors should carefully consider the following factors in addition to the other information presented in this Prospectus.

The principal risks include, but are not limited to, the following:

4.1 Risks specific to the Company's exploration operations

(a) **Contract and joint venture risk**

Some of the Company's assets are interests held pursuant to joint venture agreements. The Directors are unable to predict the risk of financial failure or default by a participant in any joint venture to which the Company may become a party, insolvency or other managerial failure by any of the contractors used by the Company in its exploration activities.

(b) **Status of tenements**

The Company cannot guarantee that its granted exploration licences will be renewed beyond their current expiry date and there is a material risk that, in the event the Company is unable to renew the granted tenements beyond their current expiry date, the Company's proposed interest in the projects will be relinquished. The Company also cannot guarantee that any of its applications for exploration licences will be granted.

(c) **Exploration risk**

Potential investors should understand that gold and base metals exploration and development is a high-risk undertaking. There can be no assurance that exploration of acquired projects or any other exploration properties that may be acquired in the future will result in the discovery of an economic resource.

Even if an apparently viable resource is identified, there is no guarantee that it can be economically exploited. The future exploration activities of the Company may be affected by a range of factors including geological conditions, limitations on activities due to seasonal weather patterns, unanticipated operational and technical difficulties, industrial and environmental accidents, native title process, changing government regulations and many other factors beyond the control of the Company.

The success of the Company will also depend upon the Company having access to sufficient development capital, being able to maintain title to its projects and obtaining all required approvals for its activities. In the event that exploration programs are unsuccessful this could lead to a diminution in the value of its projects, a reduction in the cash reserves of the Company and possible relinquishment of part or all of its projects.

(d) **Operating risk**

The operations of the Company may be affected by various factors, including failure to locate or identify mineral deposits; failure to achieve predicted grades in exploration and mining; operational and technical difficulties encountered in mining; difficulties in commissioning and operating plant and equipment; mechanical failure or plant breakdown; unanticipated metallurgical problems which may affect extraction costs; adverse weather conditions; industrial and environmental accidents; industrial disputes; and unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment.

No assurances can be given that the Company will achieve commercial viability through the successful exploration and/or mining of its tenement interests. Unless and until the Company is able to realise value from its projects, it is likely to incur ongoing operating losses.

(e) **Resource estimates**

Resource estimates are expressions of judgment based on knowledge, experience and industry practice. Estimates which were valid when originally calculated may alter significantly when new information or techniques become available. In addition, by their very nature, resource estimates are imprecise and depend to some extent on interpretations, which may prove to be inaccurate. As further information becomes available through additional fieldwork and analysis, the estimates are likely to change. This may result in alterations to development and mining plans which may, in turn, adversely affect the Company's operations.

(f) **Exploration cost estimate**

The exploration costs of the Company are based on certain estimates and assumptions with respect to the method and timing of exploration. By their nature, these estimates and assumptions are subject to significant uncertainties and, accordingly, the actual costs may materially differ from these estimates and assumptions. Accordingly, no assurance can be given that the cost estimates and the underlying assumptions will be realised in practice, which may materially and adversely affect the Company's viability.

(g) **Title risks and Native Title**

Interests in tenements in Australia are governed by the respective state or territory's legislation and are evidenced by the granting of licenses or leases. Each license or lease is for a specific term and carries with it annual expenditure and reporting commitments, as well as other conditions requiring compliance. Consequently, the Company could lose

title to or its interest in tenements if license conditions are not met or if insufficient funds are available to meet expenditure commitments. It is also possible that, in relation to tenements which the Company has an interest in or will in the future acquire such an interest, there may be areas over which legitimate common law native title rights of Aboriginal Australians exist. If native title rights do exist, the ability of the Company to gain access to tenements (through obtaining consent of any relevant landowner), or to progress from the exploration phase to the development and mining phases of operations, may be adversely affected.

(h) **Additional requirements for capital**

The Company's capital requirements depend on numerous factors. Depending on the Company's ability to generate income from its operations, the Company may require further financing in addition to amounts raised under this Prospectus. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the Company is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its exploration programs as the case may be.

(i) **Commodity price volatility and exchange rate risks**

The price for gold and base metals will depend on available markets at acceptable prices and transmission and distribution costs. Any substantial decline in a commodity or an increase in transmission or distribution costs could have a material adverse effect on the Company. Furthermore, international prices of various commodities are denominated in United States dollars, whereas the income and expenditure of the Company are and will be taken into account in Australian currency, exposing the Company to the fluctuations and volatility of the rate of exchange between the United States dollar and the Australian dollar as determined in international markets. Due to the Company's operations in Burkina Faso, a portion of the Company's revenue and expenditure will be domiciled in currencies other than Australian dollars and as such the Company is further exposed to foreign exchange movements, which may have a positive or negative influence on the Australian dollar equivalent of such revenue and expenditure.

(j) **Environmental risks**

The operations and proposed activities of the Company are subject to laws and regulations concerning the environment. As with most exploration projects and mining operations, the Company's activities are expected to have an impact on the environment, particularly if advanced exploration or field development proceeds. It is the Company's intention to conduct its activities to the highest standard of environmental obligation, including compliance with all environmental laws.

In this regard, the Department of Mines and Petroleum of Western Australia from time to time, reviews the environmental bonds that are placed on permits. The Directors are not in a position to state whether a review is imminent or whether the outcome of such a review would be

detrimental to the funding needs of the Company. The Directors are also not in a position to state whether amendments to the applicable environmental laws and regulations in Burkina Faso are likely or what the likely effect of any such amendments would be.

(k) **Insurance risks**

Insurance coverage of all risks associated with minerals exploration, development and production is not always available and, where available, the cost can be high. The Company will have insurance in place considered appropriate for the Company's needs. The Company will not be insured against all possible losses, either because of the unavailability of cover or because the Directors believe the premiums are excessive relative to the benefits that would accrue. The Directors believe that the insurance they have in place is appropriate. The Directors will continue to review the insurance cover in place to ensure that it is adequate.

(l) **Competition risk**

The industry in which the Company will be involved is subject to domestic and global competition. Although the Company will undertake all reasonable due diligence in its business decisions and operations, the Company will have no influence or control over the activities or actions of its competitors, which activities or actions may, positively or negatively, affect the operating and financial performance of the Company's projects and business.

(m) **Reliance on key management**

The responsibility of overseeing the day-to-day operations and the strategic management of the Company depends substantially on its senior management and its key personnel. There can be no assurance that there will not be a detrimental impact on the Company if one or more of these employees or consultants cease their involvement with the Company.

4.2 Risks specific to the operations in Burkina Faso

A number of specific risk factors arising due to the Company's operations in Burkina Faso that may impact the future performance of the Company are described below.

Shareholders should note that this list is not exhaustive.

(a) **Sovereign risks associated with Burkina Faso**

The Company's operations in Burkina Faso are subject to the risks associated with operating in a foreign country. These risks may include economic, social or political instability or change, hyperinflation, currency non-convertibility or instability and changes of law affecting foreign ownership, government participation, taxation, working conditions, rates of exchange, exchange control, exploration licensing, export duties, repatriation of income or return of capital, environmental protection, mine safety, labour relations as well as government control over mineral properties or government regulations that require the

employment of local staff or contractors or require other benefits to be provided to local residents.

The Company may also be hindered or prevented from enforcing its rights with respect to a governmental instrumentality because of the doctrine of sovereign immunity.

Any future material adverse changes in government policies or legislation in Burkina Faso that affect foreign ownership, mineral exploration, development or mining activities, may affect the viability and profitability of the Company and its projects.

Burkina Faso has had a short democratic history with a series of elections, constitutions and coups.

North Africa has recently experienced elements of civil unrest and what have been described as terrorist activities and insurgencies, particularly in Mali, the country immediately to the north of Burkina Faso. No assurance can be given that such activities will not cross over the border into Burkina Faso or that insurgents will not attempt to create unrest in neighbouring countries, including Burkina Faso.

The Company undertakes all recommended actions to ensure that its employees and contractors operating in Burkina Faso are kept safe from such activities and insurgencies.

(b) **Legal system in Burkina Faso**

The legal system operating in Burkina Faso may be less developed than more established countries, which may result in risks such as political difficulties in obtaining effective legal redress in the courts whether in respect of a breach of law or regulation, or in an ownership dispute, a higher degree of discretion on the part of governmental agencies, the lack of political or administrative guidance on implementing applicable rules and regulations including, in particular, as regards local taxation and property rights, inconsistencies or conflicts between and within various laws, regulations, decrees, orders and resolutions, and relative inexperience of the judiciary and court in such matters.

The commitment to local business people, government officials and agencies and the judicial system to abide by legal requirements and negotiated agreements may be more uncertain, creating particular concerns with respect to licences and agreements for business. These may be susceptible to revision or cancellation and legal redress may be uncertain or delayed. There can be no assurance that joint ventures, licences, license applications or other legal arrangements will not be adversely affected by the actions of the government authorities or others, and the effectiveness of and enforcement of such arrangements cannot be assured.

Investors should note that the Burkina Faso government currently retains a 10% free carried interest in all exploitation permits, that is, permits issued to companies wishing to commence production on their tenements.

(c) **Ability of the Company to renew its tenements in Burkina Faso**

The Company's mining exploration activities are dependent upon the maintenance (including renewal) of its tenements. Although the Company has no reason to think that its tenements will not be renewed, there is no assurance that such renewals will be given as a matter of course and there is no assurance that new conditions will not be imposed.

4.3 General Risks

The future prospects of the Company's business may be affected by circumstances and external factors beyond the Company's control. Financial performance of the Company may be affected by a number of business risks that apply to companies generally and may include economic, financial, market or regulatory conditions.

(a) **Economic risks**

General economic conditions, movements in interest and inflation rates, the prevailing global commodity prices and currency exchange rates may have an adverse effect on the Company's exploration, development and production activities, as well as on its ability to fund those activities.

As with any mining project, the economics are sensitive to metal and commodity prices. Commodity prices fluctuate and are affected by many factors beyond the control of the Company. Such factors include supply and demand fluctuations, technological advances, forward selling activities and other macro-economic factors. These prices may fluctuate to a level where the proposed mining operations are not profitable. Should the Company achieve success leading to mineral production, the revenue it will derive through the sale of commodities also exposes potential income of the Company to commodity price and exchange rate risks.

Further, share market conditions may affect the value of the Company's quoted securities regardless of the Company's operating performance. Share market conditions are affected by many factors such as:

(i) general economic outlook;

(ii) interest rates and inflation rates;

(iii) currency fluctuations;

(iv) changes in investor sentiment;

(v) the demand for, and supply of, capital; and

(vi) terrorism or other hostilities.

(b) **Market conditions**

The market price of the Company's securities can fall as well as rise and may be subject to varied and unpredictable influences on the market for equities in general and resource exploration stocks in particular.

Neither the Company nor the Directors warrant the future performance of the Company or any return on an investment in the Company.

(c) **Government and legal risk**

Changes in government, monetary policies, taxation and other laws can have a significant impact on the Company's assets, operations and ultimately the financial performance of the Company and its securities.

4.4 Speculative nature of investment

The above list of risk factors ought not to be taken as exhaustive of the risks faced by the Company or by investors in the Company.

The above factors, and others not specifically referred to above, may in the future materially affect the financial performance of the Company and the value of the Shares offered under this Prospectus. Applicants should consider that the investment in the Company is speculative and should consult their professional adviser before deciding whether to apply for New Shares pursuant to this Prospectus.

5. Additional information

5.1 Rights and liabilities attaching to Shares

A summary of the rights attaching to Shares in the Company is below. This summary is qualified by the full terms of the Constitution (a full copy of the Constitution is available from the Company on request free of charge) and does not purport to be exhaustive or to constitute a definitive statement of the rights and liabilities of Shareholders. These rights and liabilities can involve complex questions of law arising from an interaction of the Constitution with statutory and common law requirements. For a Shareholder to obtain a definitive assessment of the rights and liabilities which attach to Shares in any specific circumstances, the Shareholder should seek legal advice.

(a) General meeting and notices

Each member is entitled to receive notice of, and to attend and vote at, general meetings of the Company and to receive all notices, accounts and other documents required to be sent to members under the Constitution, the Corporations Act or the Listing Rules.

(b) Voting rights

Subject to any rights or restrictions for the time being attached to any class or classes of Shares, at a general meeting of the Company every holder of fully paid Shares present in person or by an attorney, representative or proxy has one vote on a show of hands (unless a member has appointed 2 proxies) and one vote per Share on a poll.

A person who holds a Share which is not fully paid is entitled, on a poll, to a fraction of a vote equal to the proportion which the amount paid bears to the total issue price of the Share.

(c) Issues of further shares

The Directors may, on behalf of the Company, issue, grant Options over or otherwise dispose of unissued Shares to any person on the terms, with the rights, and at the times that the Directors decide. However, the Directors must act in accordance with the restrictions imposed by the Constitution, the Listing Rules, the Corporations Act and any rights for the time being attached to the shares in any special class of those Shares.

(d) Variation of rights

At present, the Company has on issue one class of shares only, namely ordinary Shares. Unless otherwise provided by the Constitution or by the terms of issue of a class of shares, the rights attached to the shares in any class may be varied or cancelled only with the written consent of the holders of at least three-quarters of the issued shares of the affected class, or by special resolution passed at a separate meeting of the holders of the issued Shares of the affected class.

(e) Transfer of Shares

Subject to the Constitution, the Corporations Act and the Listing Rules, ordinary Shares are freely transferable.

(f) Dividends

Subject to and in accordance with the Corporations Act, the Listing Rules, the rights of any preference shares and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare dividend to be paid to the shareholders entitled to the dividend.

(g) Winding up

Subject to the Constitution, the Corporations Act and the rights of holders of Shares with special rights, on a winding up of the Company, any surplus must be divided among the members in the proportions which the amount paid (including amounts credited) on the Shares of a member is of the total amounts paid and payable (including amounts credited) on the Shares of all members.

(h) Dividend reinvestment and share plans

The Directors may establish a dividend reinvestment plan on any terms, under which participants may elect in respect of all or part of their Shares to apply the whole or any part of a dividend from the Company in subscribing for securities of the Company or a related body corporate of the Company.

(i) Directors

The Company must have not less than 3, and not more than 10, directors.

(j) Powers of the Board

Except as otherwise required by the Corporations Act, any other law, the Listing Rules or the Constitution, the Directors may exercise all the powers of the Company except any powers that the Corporations Act or this Constitution requires the Company to exercise in general meeting.

(k) Unmarketable parcels

The Company may sell the shares of a member if the total number of shares of a particular class held by that member is less than a marketable parcel, the Company gives that member notice in writing stating that the Shares are liable to be sold or disposed of by the Company, and that member does not give notice in writing to the Company, by the date specified in the notice of the Company (being not less than 42 days after the date of the Company giving that notice), stating that all or some of those shares are not to be sold or disposed of.

(l) Capitalisation of profits

The Directors may capitalise any profits of the Company and distribute

that capital to the members, in the same proportions as the members are entitled to a distribution by dividend.

(m) Preference Shares

The Company may issue any shares as preference shares including preference shares which are liable to be redeemed in a manner permitted by the Corporations Act, and preference shares in accordance with the terms of the Constitution.

5.2 Underwriting Agreement

Subject to the conditions in the Underwriting Agreement, the Underwriter agreed to conditionally underwrite the Underwritten Shares for the Underwritten Amount.

Pursuant to the Underwriting Agreement, the Company has agreed to pay the Underwriter an underwriting fee of 6% (plus GST) of the total gross amount raised under the Offers (being $537,554.77), in consideration for the Underwriter's underwriting obligations.

The Underwriter has appointed the Sub-Underwriters referred to in Section 5.3.

The obligation of the Underwriter to underwrite the Offers are subject to certain events of termination. The Underwriter may terminate its obligations under the Underwriting Agreement in the event of any of the termination events set out below occurring:

(a) (**Share price**) the share price of the Company trading on ASX under the ASX code of RTR finishes trading for 2 consecutive days with a closing share price that is less than $0.013 per Share between the opening date for the Entitlement Offer and the Entitlement Offer Closing Date;

(b) (**Indices fall**) the Dow Jones, S&P 500, Nasdaq, Russell 2000, FTSE, Nikkei or Shanghai SE Comp closes on any 2 consecutive trading days before the shortfall notice deadline date 7% or more below its respective level as at the close of business on the business day prior to the execution date of the Underwriting Agreement;

(c) (**Prospectus**) the Company does not lodge the Prospectus pursuant by the lodgement date pursuant to the Prospectus timetable or the Prospectus or the Offers are withdrawn by the Company;

(d) (**No Listing Approval**) the Company fails to lodge an Appendix 3B in relation to the Underwritten Shares with ASX within 7 days of the lodgement date pursuant to the Prospectus timetable;

(e) (**No Official Quotation**) ASX has advised the Company that it will or may not grant official quotation to the Underwritten Shares on or prior to the shortfall notice deadline date;

(f) (**Restriction on allotment**) the Company is prevented from allotting the Underwritten Shares within the time required by the Underwriting Agreement, the Corporations Act, the Listing Rules, any statute, regulation or order of a court of competent jurisdiction by the ASIC, ASX

or any court of competent jurisdiction or any governmental or semi-governmental agency or authority;

(g) (**Takeovers Panel**) the Takeovers Panel makes a declaration that circumstances in relation to the affairs of the Company are unacceptable circumstances under Pt. 6.10 of the Corporations Act, or an application for such a declaration is made to the Takeovers Panel;

(h) (**Hostilities**) there is an outbreak of hostilities or an escalation of hostilities (whether or not war has been declared) after the date of the Underwriting Agreement involving one or more of Australia, New Zealand, Indonesia, Japan, Russia, the United Kingdom, the United States of America, India, Iraq, Syria, Turkey, Tunisia, North Korea, Pakistan, the People's Republic of China, Israel or any member of the European Union, or a terrorist act is perpetrated on any of those countries or any diplomatic, military, commercial or political establishment of any of those countries anywhere in the world, which in the reasonable opinion of the Underwriter has or is likely to have a material adverse effect on the Offers;

(i) (**Authorisation**) any authorisation which is material to anything referred to in the Prospectus is repealed, revoked or terminated or expires, or is modified or amended in a manner unacceptable to the Underwriter;

(j) (**Event of Insolvency**) an Event of Insolvency occurs in respect of the Company;

(k) (**Indictable offence**) a director or senior manager of the Company is charged with an indictable offence, which in the reasonable opinion of the Underwriter has or is likely to have a material adverse effect on the Offers; or

(l) (**Termination Events**) subject always to the Material Adverse Effect qualification described below, upon the occurrence of any of the following events:

(i) (**Default**): default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking which is incapable of remedy or is not remedied by the date Applications are required to be lodged;

(ii) (**Incorrect or untrue representation**): any representation, warranty or undertaking given by the Company in the Underwriting Agreement is or becomes untrue or incorrect;

(iii) (**Contravention of Constitution or Corporations Act**): a contravention by the Company of any provision of its Constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of the ASIC or ASX;

(iv) (**Adverse change**): an event occurs which gives rise to a Material Adverse Effect in relation to the Company's assets, liabilities, financial position, trading results, profits, forecasts, losses, prospects, business or operations of the Company;

(v) (**Error in Due Diligence Results**): it transpires that any of the Due Diligence Results or any part of the Verification Material was false, misleading or deceptive or that there was an omission from them that is materially adverse from the point of view of an investor;

(vi) (**Significant change**): a "new circumstance" as referred to in section 719(1) of the Corporations Act arises that is materially adverse from the point of view of an investor;

(vii) (**Public statements**): without the prior approval of the Underwriter a public statement is made by the Company in relation to the Offers or the Prospectus;

(viii) (**Misleading information**): any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offers or the affairs of the Company is or becomes misleading or deceptive or likely to mislead or deceive;

(ix) (**Change in Act or policy**): there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any of its States or Territories any Act or prospective Act or budget or the Reserve Bank of Australia or any Commonwealth or State authority adopts or announces a proposal to adopt any new, or any major change in, existing, monetary, taxation, exchange or fiscal policy;

(x) (**Prescribed Occurrence**): A Prescribed Occurrence occurs, other than as disclosed in the Prospectus;

(xi) (**Suspension of debt payments**): The Company suspends payment of its debts generally;

(xii) (**Judgment against the Company**): a judgment in an amount exceeding $50,000.00 is obtained against the Company and is not set aside or satisfied within 7 days;

(xiii) (**Litigation**): litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against the Company, other than any claims foreshadowed in the Prospectus;

(xiv) (**Board and senior management composition**): there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Underwritten Shares without the prior written consent of the Underwriter;

(xv) (**Change in shareholdings**): there is a material change in the major or controlling shareholdings of the Company or a takeover offer or scheme of arrangement pursuant to Chapter 5 or 6 of the Corporations Act is publicly announced in relation to the Company;

(xvi) (**Timetable**): there is a delay in any specified date in the Prospectus timetable which is greater than 3 Business Days;

(xvii) (**Force Majeure**): A Force Majeure affecting the Company's business or any obligation under the Underwriting Agreement lasting in excess of 5 days occurs;

(xviii) (**Certain resolutions passed**): the Company passes or takes any steps to pass a resolution under section 254N, section 257A or section 260B of the Corporations Act or a resolution to amend its Constitution without the prior written consent of the Underwriter;

(xix) (**Capital Structure**): the Company alters its capital structure in any manner not contemplated by the Prospectus and the Mandate Letter;

(xx) (**Breach of material contracts**): any of the material contracts of the Company is terminated or substantially modified;

(xxi) (**Investigation**): any person is appointed under any legislation in respect of companies to investigate the affairs of the Company; or

(xxii) (**Market Conditions**): a suspension or material limitation in trading generally on ASX occurs or any adverse change or disruption occurs in the existing financial markets, political or economic conditions of Australia, Japan, the United Kingdom, the United States of America or other international financial markets.

The Underwriting Agreement also contains a number of indemnities, representations and warranties from the Company to the Underwriter that are considered standard for an agreement of this type.

5.3 Sub-Underwriting Agreements

By separate agreements between each of the Sub-Underwriters and CPS (**Sub-Underwriting Agreements**), the Sub-Underwriters agreed to conditionally and partially sub-underwrite the Offers on the following basis:

(a) Sapphire Beginnings Pty Ltd, an entity associated with Mr Shane Sikora, a Director of the Company, to the value of $50,000;

(b) Broadacre Finance Pty Ltd as trustee for the Rule 303 Superannuation Fund Account, an entity associated with Mr Andrew McBain, a Director of the Company, to the value of $41,480;

(c) Mr Matthew Banks as trustee of the Big Dog Trust Account and a Director of the Company, to the value of $50,000; and

(d) Emmess Pty Ltd as trustee for the Emmess Super Fund Account, an entity associated with Mr Michael Smith, a Director of the Company, to the value of $50,000.

The Sub-Underwriters will not be paid any fees for sub-underwriting the Offers.

Should the amount under the Shortfall be $191,479.68 or more, each Sub-Underwriter would sub-underwrite the Offers to the maximum value as set out above. However, if the amount under the Shortfall is less than $191,479.68, the amount of the Shortfall sub-underwritten by each Sub-Underwriter would be allocated on a pro-rata basis.

The obligation of each Sub-Underwriter to partially sub-underwrite the Offers are not subject to any event of termination. If for any reason the Underwriter terminates its obligations under the Underwriting Agreement, the Sub-Underwriters' obligations under the Sub-Underwriting Agreements will terminate immediately.

If for any reason the Underwriting Agreement is terminated, the Sub-Underwriters, excluding the entity associated with Mr Andrew McBain, have each agreed to directly underwrite the Offers to the value of $50,000 each. Broadacre Finance Pty Ltd as trustee for the Rule 303 Superannuation Fund Account, an entity associated with Mr Andrew McBain, has agreed to directly underwrite the Offers to the value of $41,480.

Should the Sub-Underwriters be required to underwrite the Offers directly as a result of the termination of the Underwriting Agreement, similar termination events would apply as set out in respect of the Underwriting Agreement.

5.4 Company is a disclosing entity

The Company is a disclosing entity under the Corporations Act. It is subject to regular reporting and disclosure obligations under both the Corporations Act and the Listing Rules. These obligations require the Company to notify ASX of information about specific events and matters as they arise for the purpose of ASX making the information available to the securities market conducted by ASX. In particular, the Company has an obligation under the Listing Rules (subject to certain limited exceptions), to notify ASX once it is, or becomes aware of information concerning the Company which a reasonable person would expect to have a material effect on the price or value of the Shares.

The Company is also required to prepare and lodge with the ASIC yearly and half-yearly financial statements accompanied by a Directors' statement and report, and an audit review or report. Copies of documents lodged with the ASIC in relation to the Company may be obtained from, or inspected at, an ASIC office (see Section 5.5 below). Copies of all documents announced to ASX can be found at http://www.rumbleresources.com.au/asx_announcements.php.

5.5 Copies of documents

Copies of documents lodged by the Company in connection with its reporting and disclosure obligations may be obtained from, or inspected at, an office of the ASIC. The Company will provide free of charge to any person who requests it during the period of the Offers a copy of:

(a) the financial statements of the Company for the financial year ended 30 June 2015 and the half-year ended 31 December 2015, being the last two financial statements for a financial year of the Company lodged with the ASIC before the issue of this Prospectus; and

(b) the following notices given by the Company to notify ASX of information relating to the Company during the period from the date of lodgement of the financial statements referred to in paragraph (a) above until the date of this Prospectus:

Date lodged	Subject of Announcement
29/04/2016	Quarterly Activities and Cashflow Report
5/04/2016	Appendix 3Y - Change of Director's Interest Notice
24/03/2016	Appendix 3Y - Change of Director's Interest Notice
17/03/2016	Appendix 3Y – Change of Director's Interest Notice
1/03/2016	Half Year Accounts
9/02/2016	Withdrawal from Zanthus Joint Venture
29/01/2016	Change of Director's Interest Notice
28/01/2016	Quarterly Activities and Cashflow Report
19/01/2016	Appendix 3Y – Change of Director's Interest Notice
22/12/2015	Appendix 3Y – Change of Director's Interest Notice
22/12/2015	Appendix 3B
2/12/2015	Becoming a Substantial Holder
1/12/2015	Change of Director's Interest Notice x 4
30/11/2015	Company Secretary Appointment/ Resignation
30/11/2015	Results of AGM
24/11/2015	Close of Share Purchase Plan & Appendix 3B
2/11/2015	Options Expiry
30/10/2015	Quarterly Activities Report
30/10/2015	Quarterly Cashflow Report
30/10/2015	Notice of AGM
29/10/2015	Share Purchase Plan Extension
12/10/2015	Cleansing Notice – Share Purchase Plan
12/10/2015	New Constitution
12/10/2015	Share Purchase Plan
12/10/2015	Share Purchase Plan Offer
8/10/2015	Notice of Option Expiry
5/10/2015	Technical Advisory Board Appointed & Exploration Update
30/09/2015	Corporate Governance Statement
30/09/2015	Annual Report to Shareholders

The following documents are available for inspection throughout the period of the Offers during normal business hours at the registered office of the Company:

(a) this Prospectus;

(b) the Constitution; and

(c) the consents referred to in Section 5.14 and the consents provided by the Directors to the issue of this Prospectus.

5.6 Information excluded from continuous disclosure notices

There is no information which has been excluded from a continuous disclosure notice in accordance with the Listing Rules other than as is set out in this Prospectus.

5.7 Determination by ASIC

ASIC has not made a determination which would prevent the Company from relying on section 713 of the Corporations Act in issuing the Shares under this Prospectus.

5.8 Directors' interests

Except as disclosed in this Prospectus, no Director and no firm in which a Director or proposed director is a partner:

(a) has any interest nor has had any interest in the last two years prior to the date of this Prospectus in the formation or promotion of the Company, the Shares offered under this Prospectus or property acquired or proposed to be acquired by the Company in connection with the Shares offered under this Prospectus; or

(b) has been paid or given or will be paid or given any amount or benefit to induce him or her to become, or to qualify as, a Director, or otherwise for services rendered by him or her in connection with the formation or promotion of the Company or the Shares offered under this Prospectus.

5.9 Directors' interests in Shares

The relevant interest of each of the Directors in the securities of the Company as at the date of this Prospectus, together with their entitlement under the Entitlement Offer and sub-underwriting commitment is set out below:

Director	Shares	Options	Entitlement under Entitlement Offer (Shares)	Maximum Shares to be issued under Sub-Underwriting
Shane Sikora	2,199,236	3,500,000[1]	439,847	3,846,154
Andrew McBain	3,277,049	250,000[2]	655,410	3,190,744
Matthew Banks	4,216,249	750,000[3]	843,250	3,846,154
Michael Smith	4,654,677	250,000[4]	930,935	3,846,154

Note:

[1] 1,500,000 unquoted Options (exercisable at $0.08 each on or before 29 July 2018). 2,000,000 unquoted Options (exercisable at $0.08 each on or before 20 April 2017).
[2] 250,000 unquoted Options (exercisable at $0.08 each on or before 29 July 2018).
[3] 750,000 unquoted Options (exercisable at $0.08 each on or before 29 July 2018).
[4] 250,000 unquoted Options (exercisable at $0.08 each on or before 29 July 2018).

Each of the Directors intend on subscribing for their full entitlement under the Entitlement Offer. Entities associated with each of the Directors have also committed to partially sub-underwrite the Offers, as detailed in Section 1.8.

5.10 Directors' remuneration

The Constitution provides that the Non-Executive Directors may be paid for their services as Non-Executive Directors a sum not exceeding such fixed sum per annum as may be determined by the Shareholders in general meetings, to be divided among the Non-Executive Directors as the Directors shall determine, and in default of agreement then in equal shares.

A Director may also be paid fees or other amounts as the Directors determine where a Director performs special duties or otherwise performs services outside the scope of the ordinary duties of a Director. A Director may also be reimbursed for out of pocket expenses incurred as a result of their directorship or any special duties.

Directors received the following remuneration for the year ended 30 June 2015:

Director	Directors' fees, and salary ($)	Superannuation ($)	Share based payments ($)	Total ($)
Shane Sikora[1]	150,000	14,250	113,080	277,330
Andrew McBain	25,000	2,375	6,440	33,815
Matthew Banks	35,000	6,452	49,320	90,772
Michael Smith	25,000	2,250	6,440	33,690
Terence Topping[2]	150,000	14,250	62,639	226,889

Note to 2015 remuneration:

[1] Mr Shane Sikora commenced as Director on 14 August 2015 and as Chief Executive Officer on 18 July 2013. The remuneration refers to the remuneration received by Mr Sikora for his role as Managing Director and Chief Executive Officer of the Company.

[2] Mr Terrence Topping resigned as Director on 31 August 2015.

Directors received the following remuneration for the year ended 30 June 2014:

Director	Directors' fees, and salary ($)	Superannuation ($)	Share based payments ($)	Total ($)
Shane Sikora[1]	116,154	10,744	23,800	150,698
Andrew McBain	41,538	3,842	Nil	45,380
Matthew Banks	35,000	3,237	Nil	38,237
Michael Smith	25,000	2,250	Nil	27,250
Terence Topping	136,960	12,669	Nil	149,629

Notes to 2014 remuneration:

[1] Mr Shane Sikora commenced as Director on 14 August 2015 and as Chief Executive Officer on 18 July 2013. The remuneration refers to the remuneration received by Mr Sikora for his role as Managing Director and Chief Executive Officer of the Company.

5.11 Related party transactions

There are no related party transactions involved in the Offers that are not otherwise described in this Prospectus.

5.12 Interests of other persons

Except as disclosed in this Prospectus, no expert, promoter or other person named in this Prospectus as performing a function in a professional, advisory or other capacity:

(a) has any interest nor has had any interest in the last two years prior to the date of this Prospectus in the formation or promotion of the Company, the Shares offered under this Prospectus or property acquired or

proposed to be acquired by the Company in connection with its formation or promotion or the Shares offered under this Prospectus; or

(b) has been paid or given or will be paid or given any amount or benefit in connection with the formation or promotion of the Company or the Shares offered under this Prospectus.

5.13 Expenses of Offers

The estimated expenses of the Offers are as follows:

	$
ASIC fees	2,320
ASX quotation fee	3,633
Legal and preparation expenses	5,000
Underwriting Fee	32,253
Printing, mailing and other expenses	10,191
Total	**$53,397**

5.14 Consents

(a) In accordance with the Corporations Act, Bellanhouse Legal has given, and as at the date of lodgement of this Prospectus with the ASIC has not withdrawn, their written consent to being named in this Prospectus as solicitors to the Company. Bellanhouse Legal has not authorised or caused the issue of this Prospectus or the making of the Offers. Bellanhouse Legal make no representation regarding, and to the extent permitted by law excludes any responsibility for, any statements in or omissions from any part of this Prospectus.

(b) Advanced Share Registry has given, and as at the date of lodgement of this Prospectus with the ASIC has not withdrawn, its written consent to being named in this Prospectus as the Company's share registry. Advanced Share Registry has had no involvement in the preparation of any part of this Prospectus other than being named as share registrar of the Company. Advanced Share Registry has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for, any part of this Prospectus.

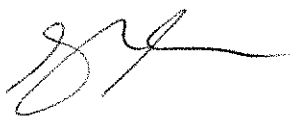
(c) The Underwriter has given, and as at the date of lodgement of this Prospectus with the ASIC, has not withdrawn its written consent to be named as Underwriter to the Offers under this Prospectus, in the form and context in which it is named.

(d) The Sub-Underwriters have each given, and as at the date of lodgement of this Prospectus with the ASIC, have not withdrawn their written consent to be named as Sub-Underwriters to the Offers under this Prospectus, in the form and context in which they are named.

6. Directors' Statement and Consent

This Prospectus is authorised by each of the Directors of the Company.

This Prospectus is signed for and on behalf of Company by:



Shane Sikora
Managing Director

Dated: 12 May 2016

7. Glossary of Terms

These definitions are provided to assist persons in understanding some of the expressions used in this Prospectus.

$ means Australian dollars.

Acceptance means a valid acceptance of New Shares made pursuant to this Prospectus on a Form.

Additional Shares means New Shares subscribed for under the Shortfall Offer.

Advanced Share Registry means Advanced Share Registry Ltd ACN 127 175 946 (trading as Advanced Share Registry Services).

Applicant means a person who makes an application under this Prospectus.

Application means a valid application for New Shares made on an Entitlement and Acceptance Form.

Application Monies means application monies for New Shares received by the Company.

ASIC means Australian Securities and Investments Commission.

ASX means ASX Limited ACN 008 624 691 and where the context permits the Australian Securities Exchange operated by ASX Limited.

Board means the Directors meeting as a board.

Business Day means Monday to Friday inclusive, other than a day that ASX declares is not a business day.

CHESS means ASX Clearing House Electronic Subregistry System.

Company means Rumble Resources Limited ACN 148 214 260.

Constitution means the constitution of the Company as at the date of this Prospectus.

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

CPS Capital means CPS Capital Group Pty Ltd ACN 088 055 636.

Directors mean the directors of the Company as at the date of this Prospectus.

Due Diligence Results means the results of the investigations which make up the due diligence program, as maintained by the Company including but not limited to any final reports of the Board and all final reports resulting from the due diligence program.

Eligible Shareholder means a person registered as the holder of Shares on the Record Date whose registered address is in Australia or New Zealand.

Entitlement and Acceptance Form means the entitlement and acceptance form provided by the Company with a copy of this Prospectus that describes the entitlement of Shareholders to subscribe for Shares pursuant to the Offers.

Entitlement Offer has the meaning given to it in Section 1.2.

Entitlement Offer Closing Date has the meaning given to it in Section 1.5.

Event of Insolvency means:

(a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer is appointed in respect of a person or any asset of a person;

(b) a liquidator or provisional liquidator is appointed in respect of a corporation;

(c) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:

  (i) appointing a person referred to in paragraphs (a) or (b);

  (ii) winding up a corporation; or

  (iii) proposing or implementing a scheme of arrangement;

(d) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of an individual or his estate under any Insolvency Provision;

(e) a moratorium of any debts of a person, or an official assignment, or a composition, or an arrangement (formal or informal) with a person's creditors, or any similar proceeding or arrangement by which the assets of a person are subjected conditionally or unconditionally to the control of that person's creditors or a trustee, is ordered, declared, or agreed to, or is applied for and the application is not withdrawn or dismissed within 7 days;

(f) a person becomes, or admits in writing that it is, is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts; or

(g) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made, levied or issued against or in relation to any asset of a person.

Force Majeure means any act of God, war, revolution, or any other unlawful act against public order or authority, an industrial dispute, a governmental restraint, or any other event which is not within the control of the parties.

Ineligible Foreign Shareholder means a person registered as the holder of Shares on the Record Date whose registered address is not in Australia or New Zealand.

Insolvency Provision means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences, and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions), and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

Issuer Sponsored means Shares issued by an issuer that are held in uncertified form without the holder entering into a sponsorship agreement with a broker or without the holder being admitted as an institutional participant in CHESS.

Listing Rules means the Listing Rules of ASX.

Mandate Letter means the letter agreement agreed between the Underwriter and the Company on 12 May 2016.

Material Adverse Effect means:

(a) a material adverse effect on the Offers or on the subsequent market for the Underwritten Shares (including, without limitation, a material adverse effect on a decision of an investor to invest in Underwritten Shares); or

(b) a material adverse effect on the condition, trading or financial position and performance, profits and losses, results, prospects, business or operations of the Company and its subsidiaries taken as a whole.

New Share means a Share to be issued pursuant to this Prospectus.

Offer means the Entitlement Offer and/or the Shortfall Offer (as applicable) and **Offers** means one or more Offer.

Option means the right to acquire one Share in the capital of the Company.

Prescribed Occurrence means, other than as contemplated in the Mandate Letter:

(a) the Company converting all or any of its shares into a larger or smaller number of shares;

(b) the Company resolving to reduce its share capital in any way;

(c) the Company:

  (i) entering into a buy-back agreement or;

  (ii) resolving to approve the terms of a buy-back agreement under section 257D or 257E of the Corporations Act;

(d) the Company issuing, or agreeing to issue, convertible notes;

(e) the Company disposing, or agreeing to dispose, of the whole, or a substantial part, of its business or property;

(f) the Company charging, or agreeing to charge, the whole, or a substantial part, of its business or property;

(g) the Company resolving that it be wound up;

(h) the appointment of a liquidator or provisional liquidator of the Company;

(i) the making of an order by a court for the winding up of the Company;

(j) an administrator of the Company, being appointed under section 436A, 436B or 436C of the Corporations Act;

(k) the Company executing a deed of company arrangement; or

(l) the appointment of a receiver, or a receiver and manager, in relation to the whole, or a substantial part, of the property of the Company.

Prospectus means this prospectus dated 12 May 2016.

Record Date means 5:00pm (WST) on the date identified in the proposed timetable.

Section means a section of this Prospectus.

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

Shareholder means a holder of Shares.

Shortfall means Shares not subscribed for under the Entitlement Offer.

Shortfall Offer has the meaning given to it in Section 1.3.

Sub-Underwriters mean:

(a) Sapphire Beginnings Pty Ltd, an entity associated with Mr Shane Sikora;

(b) Broadacre Finance Pty Ltd as trustee for the Rule 303 Superannuation Fund Account, an entity associated with Mr Andrew McBain;

(c) Mr Matthew Banks as trustee of the Big Dog Trust Account; and

(d) Emmess Pty Ltd as trustee for the Emmess Super Fund Account, an entity associated with Mr Michael Smith,

and **Sub-Underwriter** means one of the Sub-Underwriters.

Sub-Underwriting Agreement means the agreements between the Underwriter and the Sub-Underwriters for the partial sub-underwriting of the Offers.

Sub-Underwritten Amount has the meaning given to it in Section 5.3.

Underwriter means CPS Capital.

Underwriting Agreement has the meaning given in Section 1.7.

Underwritten Amount has the meaning given to it in Section 1.7.

Underwritten Shares has the meaning given to it in Section 1.7.

Verification Material means the material maintained by the Company being the documents and information provided by the Company in verification of statements made in the Prospectus, as inspected and approved by the Underwriter immediately before the date of lodgement of the Prospectus with ASX.

WST means Western Standard Time**.**