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Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme Wildcat Resources Limited

ACN/ARSN 098 236 938

1. Details of substantial holder (1)

Name Global Advanced Metals Pty Ltd (ACN 139 987 465) (**GAM**)
Resource Capital Fund IV L.P. (**RCF IV**)
Resource Capital Fund V L.P. (**RCF V**)
Resource Capital Fund VI L.P. (**RCF VI**)
RCF VI TA L.P. (**RCF TA**)

ACN/ARSN (if applicable) See above

The holder became a substantial holder on 11/ 10/ 2023

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	186,660,512	186,660,512	17.93%

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 interests	Nature of relevant interest (7)	Class and number of securities
GAM	Relevant interest under section 608(1) of the Corporations Act	186,660,512 ORD
RCF IV	RCF IV is taken to have a relevant interest by virtue of being an associate of RCF VI under section 12(2)(c) of the Corporations Act	186,660,512 ORD
RCF V	RCF V is taken to have a relevant interest by virtue of being an associate of RCF VI under section 12(2)(c) of the Corporations Act	186,660,512 ORD
RCF VI	RCF VI is taken to have a relevant interest under section 608(3)(b) of the Corporations Act	186,660,512 ORD
RCF TA	RCF TA is taken to have a relevant interest by virtue of being an associate of RCF VI under section 12(2)(c) of the Corporations Act	186,660,512 ORD

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
GAM	GAM	GAM	186,660,512 ORD
RCF IV, RCF V, RCF VI, RCF TA	GAM	GAM	186,660,512 ORD

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5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
GAM	11/10/2023	-	Consideration for acquisition by Wildcat Resources Limited of the Tabba Tabba tenements as set out in the agreement (as amended) attached to Annexure A of this notice	186,660,512 ORD
RCF IV, RCF V, RCF VI, RCF TA	11/10/2023	-	Nil	186,660,512 ORD

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
RCF VI	RCF VI is an associate of GAM by reason of section 12(2)(a) of the Corporations Act
RCF IV, RCF V and RCF TA	RCF IV, RCF VI and RCF TA are each associates of RCF VI by reason of section 12(2)(c) of the Corporations Act

7. Addresses

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

Name	Address
GAM	'Gate' 4 Maranup Ford Road, Greenbushes, Western Australia, 6254
RCF IV, RCF V, RCF VI, RCF TA	1400 Wewatta Street, Suite 850, Denver, CO 80202 USA

Signature

print name John Taylor capacity Secretary – Global Advanced Metals Pty Ltd

sign here date 13 / 10 / 2023

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant issues (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).

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

(8) If the substantial holder in 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

This is Annexure A of 3 pages referred to in Form 603 - notice of initial substantial holder.

Each of the attached is a true copy of the original.

Signature

print name	John Taylor	capacity	Secretary – Global Advanced Metals Pty Ltd
sign here		date	13 / 10 / 2023

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MILLS OAKLEY

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Tenement Sale Agreement

BETWEEN

Global Advanced Metals Wodgina Pty Ltd

AND

Global Advanced Metals Pty Ltd

AND

Global Advanced Metals Greenbushes Pty Ltd

AND

Wildcat Resources Limited

MILLS OAKLEY
Level 24, 240 St Georges Terrace
PERTH WA 6000
Telephone: +61 8 6167 9800
Facsimile: +61 8 6167 9898
DX 95, Perth WA
www.millsoakley.com.au

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Parties

Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239)
of 4 Maranup Ford Road, Greenbushes WA 6254 (**"Vendor"**)

Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284)
of 4 Maranup Ford Road, Greenbushes WA 6254 **("GAMG")**

Global Advanced Metals Pty Ltd (ACN 139 987 465)
of 4 Maranup Ford Road, Greenbushes WA 6254 (**"Vendor's Guarantor" or "GAM"**)

Wildcat Resources Limited (ACN 098 236 938)
of level 2, 25 Richardson Street West Perth WA 6005 (**"Purchaser"**)

Background

A. The Vendor is the legal and beneficial owner of the Tenements.

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Tenements and M45/374 on the terms and conditions of this Agreement.

C. The Vendor's Guarantor agrees to guarantee the obligations of the Vendor under this Agreement on the terms and conditions of clause 9.

D. GAMG is a party to this agreement solely to perform its obligations under clause 6.4.

It is agreed as follows:

Terms and Conditions

1 Definitions and Interpretation

1.1 Dictionary

In this Agreement unless the context or subject matter otherwise requires:

Accounting Standards means the Australian accounting standards made under the Corporations Act and generally accepted accounting principles and practices in Australia which are not inconsistent with those standards.

Accounts means the audited consolidated statement of financial position as at the Accounts Date and the audited consolidated income statement for the year ended on that date of the Purchaser Group and the notes relating to them, in the Purchaser's annual report contained in the Purchaser's ASX announcement on 2 September 2022.

Accounts Date means 30 June 2022.

Amended RCF Minerals Royalty Deed means the RCF Minerals Royalty Deed amended and restated in a form acceptable to RCF, the Vendor and GAMG to include provisions that require the payer of the royalty under the RCF Minerals Royalty Deed to provide the RCF Royalty Security on substantially similar terms to the requirements to provide security in accordance with the Ta Mineral Rights and Royalty Deed or such other terms as agreed by the Purchaser and approved by RCF and GAM.

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Agreed Form means, in relation to a document, the form of that document which has been identified by or on behalf of each party to it or beneficiary of it prior to the execution of this Agreement.

Agreement and **this Agreement** means the agreement hereby constituted and includes the Schedules, Annexures and the recitals hereto.

ASIC means the Australian Securities & Investments Commission.

Associated Entity has the meaning set out in section 50AAA of the Corporations Act.

ASX means ASX Limited or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.

Business Day means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Capital Raising means a capital raising to be conducted by the Purchaser for the issue of 200,000,000 Shares to raise at least $5,000,000.

Claim means in relation to any Party, a claim, action or proceeding, judgment, damage, loss, cost, expense or liability incurred by or to or made or recovered by or against the Party, however arising and whether present, unascertained, immediate, future or contingent.

Condition means a condition precedent set out in clause 2.1.

Consideration Amount means, at the relevant time a Claim is settled or finally determined, an amount equal to:

(a) the product of the total number of the Consideration Shares *multiplied by* the issue price per Share at which the Capital Raising is conducted; plus

(b) the product of the total number of the Consideration Performance Rights that have vested at the relevant time in accordance with the terms set out in Schedule 4 *multiplied by* the issue price per Share at which the Capital Raising is conducted.

Consideration Securities means the Consideration Shares and the Consideration Performance Rights.

Consideration Shares means 186,660,512 Shares.

Consideration Performance Rights means 62,220,171 Performance Rights.

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

Dangerous Substance means any natural or artificial substance likely to cause significant damage to the environment.

De Minimis Amount has the meaning given in clause 7.2(a)(i).

Deed of Covenant means the deed of covenant between the Vendor, GAM, the Purchaser and RCF provided in a form in accordance with the Amended RCF Minerals Royalty Deed.

Department means the Department of Mines, Industry Regulation and Safety in Western Australia.

DOAAR means a deed of assignment, assumption and release to be signed by the Vendor, Purchaser and GAM in favour of RCF, to be executed and delivered by the parties in accordance with clause 2.1(f)(i).

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Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and any penalty, fine, interest or additional charge payable in relation to any such duty or charge.

Encumbrance means (except for any Permitted Encumbrance):

(a) any third party interest or power reserved in, or over, an interest in any asset including, but not limited to, any retention of title;

(b) an interest or power created or otherwise arising in or over any interest in any asset under a bill of sale, bond, mortgage, charge, lien, pledge, trust or power, by way of security for the payment or performance of an obligation;

(c) any right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or

(d) any third party right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Environmental Law means any law concerning environmental matters which regulates or affects any of the Tenements and (if transferred to the Purchaser in accordance with this Agreement) M45/375 or the Purchaser Tenements (as applicable), and includes, but is not limited to, laws concerning land use, development, pollution, waste disposal, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation including any law relating to exploration for or development of any natural resource.

Environmental Licence means any permit, licence, authorisation, consent or other approval required under or in relation to any Environmental Law.

Excluded Information means all information whether in physical, written or electronic form which is: (i) to the extent that an original or copy has been delivered by the Vendor to the Purchaser pursuant to clause 5.2(b)(iv), the Vendor's copies of such Mining Information; or (ii) Mining Information that is subject to legal professional privilege or publicly available.

Existing RCF Royalty Security means the RCF Royalty Security given by the Vendor in favour of RCF in respect of the Tenements prior to Settlement in accordance with the Amended RCF Minerals Royalty Deed.

Fairly Disclosed in relation to a fact, matter or circumstance means:

(a) in respect of the Vendor Disclosed Information (except for any Vendor Supplemental Disclosure Letter) and the Purchaser Disclosed Information (except for any Purchaser Supplemental Disclosure Letter) (as applicable), disclosed on or before the date the parties sign this Agreement; or

(b) in respect of any Vendor Supplemental Disclosure Letter or Purchaser Supplemental Disclosure Letter (as applicable), as disclosed in the relevant letter,

in sufficient detail and in such a manner in its context so as to allow a sophisticated purchaser or investor to identify, assess or otherwise determine the substance of the fact, matter or circumstance and its relevance to the warranties in this Agreement.

FATA has the meaning given in clause 2.1(c).

Form 25 means Form 25 as set out in Schedule 1 of the *Mining Regulations 1981 (WA).*

Form 26 means Form 26 as set out in Schedule 1 of the *Mining Regulations 1981 (WA).*

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FIRB Application has the meaning given in clause 2.3(a).

Fully Diluted Basis means that a particular calculation is to be made:

(a) assuming that all outstanding Securities whether or not by their terms then currently convertible, exercisable or exchangeable, have been converted, exercised or exchanged into the maximum number of Shares issuable upon such conversion, exercise or exchange, as the case may be; and

(b) including all performance-based rights, units or securities of a similar nature, and all other options or securities issued, or agreed to be issued under any incentive scheme for directors, officers or employees of the Purchaser Group, whether or not they have been issued, granted, vested or exercised (including the Management Incentive Options and the securities to be issued under the Capital Raising, Introduction Fee, Success Fee),

but excluding the Mt. Adrah Performance Shares and any securities issued by the Purchaser with the prior written consent of the Vendor in accordance with clause 3.4(a)(ii).

GAM Royalty Security means the "Royalty Security" (as defined in each of the Ta Royalty and Mineral Rights Deed and Li Royalty Deed).

Government Agency means any government, any department, officer or minister of any government and any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial agency, authority, board, commission, tribunal or entity.

GST has the meaning given to it in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any regulations thereto or such other act or regulations of equivalent effect.

Initial Exploration Program and Budget means the initial exploration program and budget with respect to the Tenements set out in Schedule 3.

Insolvency Event means in respect of any person:

(a) the person is unable to or states that it is unable to pay its debts as they fall due or stops or threatens to stop paying its debts as they fall due;

(b) any indebtedness of the person is subject to a moratorium;

(c) a liquidator, provisional liquidator or administrator has been appointed to the person, a controller (as defined in section 9 of the Corporations Act) has been appointed to any property of the person or an event occurs which gives any other person a right to seek such an appointment;

(d) an order has been made, a resolution has been passed or proposed in a notice of meeting or in an announcement to any recognised securities exchange, or an application to court has been made for the winding up or dissolution of the person or for the entry into of any arrangement, compromise or composition with, or assignment for the benefit of, creditors of the person or any class of them;

(e) a security interest (as defined in section 51A of the Corporations Act) becomes enforceable or is enforced over, or a writ of execution, garnishee order, mareva injunction or similar order has been issued over or affecting, all or a substantial part of the assets of the person; or

(f) the person has otherwise become, or is otherwise taken to be, insolvent in any jurisdiction or an event occurs in any jurisdiction in relation to the person which is

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analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (e) above.

Introduction Fee means the following securities to be issued to Mr Alex Hewlett (or his nominee) by the Purchaser in connection with the acquisition of the Tenements:

(a) 10,000,000 Options with a zero-cent exercise price and expiry date that is 48 months from issue;

(b) 6,666,666 Options with a zero-cent exercise price and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.042 per Share;

(c) 6,666,667 Options with a zero-cent exercise price and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.056 per Share; and

(d) 6,666,667 Options with a zero-cent exercise price and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.07 per Share.

Key Assets means the Purchaser Tenements.

Li Royalty Deed means the Lithium Royalty Deed between the Vendor and the Purchaser in the Agreed Form.

Listing Rules means the ASX Listing Rules.

Loss means all losses, damages, costs, expenses, charges and other liabilities whether present or future, fixed or unascertained, actual or contingent.

Management Incentive Options means the 22,500,000 Options which are proposed to be issued (subject to shareholder approval) to Mr Samuel Ekins, Mr Matthew Banks and Mr Jeffrey Elliot on the terms and conditions set out in the Purchaser Disclosed Information.

Material Adverse Change means any event, occurrence or change in circumstances which individually, or when aggregated with all such other events, occurrences or changes of a similar nature, or arising out of the same subject matter:

(a) diminishes or could reasonably be expected to diminish the consolidated net assets of the Purchaser Group by $500,000 or more; or

(b) has or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, financial or trading position, or profitability of the Purchaser Group taken as a whole,

other than an event, occurrence or change agreed to by the Parties in writing or resulting from the exercise by any Party of its rights, or the discharge by any Party of its obligations, under this Agreement.

Meeting Materials has the meaning given in clause 2.6.

Mining Act means the *Mining Act 1978 (WA)* or any amendment or statutory replacement of that Act and includes regulations and orders made under that Act.

Minister means the Minister of the Crown in the right of the State of Western Australia responsible for the administration of the Mining Act from time to time.

Mining Information means and includes:

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(a) all surveys, maps, plans, geophysical plots (including magnetics and EM) and diagrams of the Tenements and adjacent areas;

(b) all jewel samples and ores, drilling locations and logs from drilling conducted on the Tenements or adjacent areas;

(c) all assays, reports, microprobe data, sample and visible grain count listings, geological, geochemical and petrographic samples and reports of or with respect to ores extracted from or located upon the Tenements or adjacent areas; and

(d) all papers, notes, advices and reports extracted or compiled from or based upon the documents and items referred to above and all other data, specification records (in whatever form), reports, accounts and other documents or things and knowledge (whether reduced to writing or not) relating to the Tenements or adjacent areas,

in each case to the best of the Vendor's knowledge and to the extent such information is in the possession or control of the Vendor as at Settlement (other than, for the avoidance of doubt, the Excluded Information).

Mt. Adrah Performance Shares means the 67,000,000 class A performance shares and 67,000,000 class B performance shares in the Purchaser on issue as at the date of this Agreement, in each case on the terms and conditions set out in the Purchaser Disclosed Information.

Native Title means a right, interest or entitlement to the occupation or use of land by indigenous inhabitants in accordance with the laws and customs of the indigenous inhabitants that is recognised in the place where the Tenements or Purchaser Tenements (as applicable) are situated by statute or by common law.

New RCF Royalty Security means the RCF Royalty Security to be given by the Purchaser in favour of RCF in respect of the Tenements in accordance with clause 2.1(f)(i)(C).

Nominee Director has the meaning given in clause 6.2(a).

Notice has the meaning given in clause 12.1.

Option means an option to acquire a Share.

Outgoings means all rents, rates, taxes, survey fees and other outgoings (periodical or otherwise) chargeable or payable in respect of the Tenements or Purchaser Tenements (as applicable).

Party means (in respect of clause 2) the Vendor and the Purchaser only and (in respect of any other provision of this Agreement) a party to this Agreement and **Parties** has a corresponding meaning.

Performance Right means a performance right to acquire a Share on the terms and conditions set out in Schedule 4.

Permitted Encumbrance means any Encumbrance expressly contemplated or required by any Transaction Document or any of the RCF Royalty Documents.

PPSR means the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth).

Priority Deed means a priority deed between RCF, the Vendor and the Purchaser governing the priority of the rights of the respective parties under the GAM Royalty Security and the New RCF Royalty Security.

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Purchaser Disclosed Information means:

(a) the Purchaser Information;

(b) all written answers given to questions submitted by the Vendor or its Representatives as part of the question-and-answer process in respect of the Purchaser Information (including all documents included as attachments to the answers); and

(c) the information disclosed in the Purchaser Disclosure Letter.

Purchaser Disclosure Letter means a letter from the Purchaser to the Vendor dated and delivered before the date of this Agreement in the form agreed between the Purchaser and the Vendor including all of its schedules and annexures.

Purchaser Due Diligence Investigation has the meaning given in clause 7.3.

Purchaser Group means the Purchaser and each of the Purchaser Group Companies, taken as a whole,

Purchaser Group Companies means the Purchaser and its Subsidiaries and **Purchaser Group Company** means any of them.

Purchaser Information means the written information and documents made available to the Vendor and its Representatives as at 5.00pm (WST) on the date that is two Business Days before the date of this Agreement, in the electronic file sharing platform assembled by the Purchaser, an index of which is in the Agreed Form.

Purchaser Supplemental Disclosure Letter has the meaning given in clause 8.6(a).

Purchaser Tenements means:

(a) the tenements and tenement applications set out in Schedule 6 and depicted (for convenience only) in the map set out in Schedule 7;

(b) any other tenements which may be granted in lieu of, in substitution of, in renewal of, in conversion of, or as an extension to, the whole or any part of, or which relate to the same ground (as at the date of this Agreement) as the tenements specified in paragraph (a);

(c) includes all rights to mine and other privileges appurtenant to the tenements referred to in paragraphs (a) and (b).

RCF means RCF Management L.L.C.

RCF Group means RCF and its Associated Entities.

RCF Mineral Royalties Deed means the Minerals Royalty Deed between GAM, the Vendor, Global Advanced Metals Greenbushes Pty Ltd and RCF originally dated 31 March 2014, as amended and amended and restated from time to time and most recently amended and restated prior to the date of this Agreement, by an amendment and restatement deed dated 21 March 2022.

RCF Royalty Documents means the Deed of Covenant, the DOAAR, the Priority Deed, the Amended RCF Minerals Royalty Deed, the Existing RCF Royalty Security and the New RCF Royalty Security.

RCF Royalty Security means security to be provided over the Tenements by the payer of the royalty in such form as required under and in accordance with the Amended RCF Minerals Royalty Deed.

Re-Compliance Materials has the meaning given to it in clause 2.6(a).

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Re-Compliance Requirement has the meaning given to it in clause 2.5(a).

Rehabilitation Obligations means any rehabilitation or other environmental liabilities, obligations or conditions in respect of the Tenements or Purchaser Tenements (applicable), including in relation to mine closure and abandonment, arising under:

(a) the Mining Act, the *Mining Rehabilitation Fund Act 2012* (WA) or the terms and conditions of the Tenements or Purchaser Tenements (as applicable);

(b) any Environmental Law, including the *Environmental Protection Act 1986* (WA) and any ministerial statements, works approvals or licences granted under that legislation; and

(c) any applicable permits, laws and regulations of similar effect in any other jurisdiction.

Related Entity has the meaning given in the Corporations Act.

Relevant Interest has the meaning set out in section 608 of the Corporations Act.

Representative means, in relation to a person, any director, officer or employee or agent of, and any accountant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert adviser or consultant to, that person.

Responsible Party means:

(a) (in respect of the conditions set out clauses 2.1(a) and 2.1(b)); the Purchaser;

(b) (in respect of the conditions set out in clauses 2.1(c), 2.1(e) and 2.1(f)); the Vendor; and

(c) (in respect of the condition set out in clause 2.1(d)); the Purchaser and the Vendor (collectively).

Securities means:

(a) Shares or any other class of shares in the Purchaser or any other equity securities issued by the Purchaser; and

(b) options, warrants, notes, bonds or other securities or debt issued, provided or granted by the Purchaser: (i) convertible into, or exchangeable for, Shares or any other class of shares or any other equity securities; or (ii) containing equity features or containing profit participation features.

Settlement means the settlement of the sale and purchase of the Tenements pursuant to this Agreement, whether on the Settlement Date or otherwise.

Settlement Date means 5 Business Days after the date on which all Conditions are either satisfied or waived by the Parties in accordance with the terms of this Agreement, or such other date as is agreed in writing between the Purchaser and Vendor.

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

Subsidiaries means all the companies mentioned in Schedule 8 and **Subsidiary** means any one of them.

Success Fee means the following securities to be issued to Harvis Advisers Pty Ltd (or its nominee) by the Purchaser in connection with the acquisition of the Tenements:

(a) 10,000,000 Shares;

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(b) 10,000,000 Options each with an exercise price of $0.040 and expiry date that is 36 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.042 per Share;

(c) 10,000,000 Options each with an exercise price of $0.045 and expiry date that is 36 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.056 per Share; and

(d) 10,000,000 Options each with an exercise price of $0.06 and expiry date that is 48 months from issue, and a vesting condition that the 30-day VWAP of Shares exceeds $0.07 per Share.

Sunset Date means 5:00pm (WST) on 30 September 2023, or such other date as is agreed between the Purchaser and Vendor.

Surviving Provisions means clauses 1, 11, 12, 13 and 14.

Ta Royalty and Mineral Rights Deed means the Tantalum Royalty and Mineral Rights Deed between the Vendor and the Purchaser in the Agreed Form.

Tax Benefit means any loss, allowance, credit, relief, deduction or set-off of any kind in respect of, or taken into account, or capable of being taken into account in the calculation of a liability to Taxation or any right to repayment of Taxation.

Taxation or Tax means:

(a) any charge, tax, duty, levy, impost or withholding imposed by or for the support of any Government Agency, however and wherever collected or recovered and including Duty and GST; and

(b) any penalty, fine, interest or additional charge payable in relation to any such charge, tax, duty, levy, impost or withholding.

Tenements means:

(a) the tenements and tenement applications set out in Schedule 1 and depicted (for convenience only) in the map set out in Schedule 2;

(b) any other tenements which may be granted in lieu of, in substitution of, in renewal of, in conversion of, or as an extension to, the whole or any part of, or which relate to the same ground (as at the date of this Agreement) as the tenements specified in paragraph (a);

(c) includes all rights to mine and other privileges appurtenant to the tenements referred to in paragraphs (a) and (b); and

(d) the Mining Information.

Tenement Holder means:

(a) in respect of the Tenements, the Vendor; and

(b) in respect of the Purchaser Tenements, the Purchaser.

Threshold Amount has the meaning given in clause 7.2(a)(ii).

Transaction Documents means this Agreement, the Ta Royalty and Mineral Rights Deed, the Li Royalty Deed, the DOAAR, Deed of Covenant, Deed of Priority and the New RCF Royalty Security, the GAM Royalty Security and any other document designated by the Purchaser and the Vendor as such by written agreement.

Transaction Period means the period between the date of execution of this Agreement and the earlier of:

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(a) the Settlement Date; and

(b) the date this Agreement is terminated in accordance with its terms.

Treasurer means the treasurer of the Commonwealth of Australia.

Vendor Disclosed Information means:

(a) the Vendor Information;

(b) all written answers given to questions submitted by the Purchaser or its Representatives as part of the question-and-answer process in respect of the Vendor Information (including all documentation included as attachments to the answers); and

(c) all information disclosed in the Vendor Disclosure Letter.

Vendor Disclosure Letter means a letter from the Vendor to the Purchaser dated and delivered before the date of this Agreement in the form agreed between the Vendor and the Purchaser including all of its schedules and annexures.

Vendor Information means the written information and documents made available to the Purchaser and its Representatives as at 5.00pm (WST) on the date that is two Business Days before the date of this Agreement in the electronic file-sharing platform assembled by the Vendor, an index to which is in the Agreed Form.

Vendor Supplemental Disclosure Letter has the meaning given in clause 7.6(a).

Wodgina Lithium means Wodgina Lithium Pty Ltd (ACN 611 488 932).

1.2 Rules for interpretation

In this Agreement unless the context otherwise requires:

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

(b) an obligation or liability assumed by, or a right conferred on, 2 or more Parties binds or benefits all of them jointly and each of them severally;

(c) 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;

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

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

(f) 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;

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

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

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(i) 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; and

(j) a reference to **$** or **dollar** is to Australian currency.

1.3 Reasonable endeavours

Except as otherwise expressly provided in this Agreement, any provision of this Agreement which requires a Party to use reasonable endeavours or all reasonable endeavours, or to take all steps reasonably necessary, to procure that something is performed or occurs, does not impose any obligation to:

(a) commence any legal action or proceeding against any person;

(b) procure absolutely that that thing is done or happens;

(c) incur a material expense, except where that provision expressly specifies otherwise; or

(d) accept any undertakings or conditions required by any third party if those undertakings or conditions, in the reasonable opinion of the Party required to give such undertakings or satisfy such conditions, are materially adverse to its commercial interests or fundamentally or materially alter the basis on which it originally agreed to the transaction the subject of this Agreement.

1.4 Vendor Awareness

Where a statement is qualified by the expression "so far as the Vendor is aware" or "to the best of the Vendor's knowledge" or any similar expression, that statement is taken to refer to the actual knowledge of Glenn Williams and John Taylor. The Purchaser acknowledges and agrees that such persons are named solely for the purpose of defining the scope of the Vendor’s knowledge and not for the purpose of imposing any liability on, or creating any duties owed to the Purchaser by, such persons. The Purchaser covenants that it will not make or bring any Claim against such persons, or any officer, director, or employee of the Vendor or any of its Related Parties, as applicable, related to or arising out of the Transaction Documents, any of the transactions contemplated by the Transaction Documents or any of the Vendor’s warranties contained in this Agreement.

1.5 Purchaser Awareness

Where a statement is qualified by the expression "so far as the Purchaser is aware" or "to the best of the Purchaser’s knowledge" or any similar expression, that statement is taken to refer to the actual knowledge of Matthew Banks and Sam Elkins. The Vendor acknowledges and agrees that such persons are named solely for the purpose of defining the scope of the Purchaser’s knowledge and not for the purpose of imposing any liability on, or creating any duties owed to the Vendor by, such persons. The Vendor covenants that it will not make or bring any Claim against such persons, or any officer, director, or employee of the Purchaser or any of its Related Parties, as applicable, related to or arising out of the Transaction Documents, any of the transactions contemplated by the Transaction Documents or any of the Purchaser’s warranties contained in this Agreement.

2 Conditions precedent

2.1 Conditions

Clauses 4 and 5 do not become binding until the Condition in clause 2.1(c) below has been satisfied, and the obligations of the Vendor and Purchaser to complete the sale and purchase of the Tenements are subject to and conditional upon:

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(a) the Purchaser successfully completing the Capital Raising and providing evidence reasonably satisfactory to the Vendor not less than 5 Business Days prior to Settlement that the Purchaser has immediately available cash on hand of an amount not less than $10,000,000;

(b) the Purchaser obtaining shareholder approval in respect of:

(i) the issue of the Consideration Securities and Success Fee under Listing Rule 7.1;

(ii) the issue of the Introduction Fee under Listing Rule 10.11 and section 208 of the Corporations Act (if required); and

(iii) any shareholder approval required under Listing Rule 11.1.2 and/or item 7 of section 611 of the Corporations Act; and

(c) in respect of the Treasurer of the Commonwealth of Australia:

(i) ceasing to be empowered to make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) (the **FATA**) in relation to the entry into certain of the arrangements contemplated by the Li Royalty Deed and Ta Royalty and Mineral Rights Deed (**Relevant Matters**); or

(ii) giving written advice of a decision by or on behalf of the Treasurer stating unconditionally or on the basis of conditions which are reasonably acceptable to the Vendor that the Commonwealth Government has no objection to the Relevant Matters; or

(iii) giving written advice of a decision by or on behalf of the Treasurer stating that to the Relevant Matters are not subject to the FATA or Australia's Foreign Investment Policy; and

(d) the Vendor and/or the Purchaser obtaining the consent of the Minister under the Mining Act (if required) to transfer the Tenements and to the registration of the GAM Royalty Security and the New RCF Royalty Security referred to in clause 2.1(f)(i)(C) below immediately following such transfer; and

(e) RCF and the Vendor executing and delivering the Amended RCF Minerals Royalty Deed and agreeing the form of the New RCF Royalty Security, in each case in a form acceptable, RCF, the Vendor and the Purchaser;

(f) the Vendor:

(i) delivering:

(A) a DOAAR;

(B) a Deed of Covenant;

(C) a Form 25 and New RCF Royalty Security;

(D) a Priority Deed,

in each case in a form acceptable, and duly executed, by all parties to that document, in accordance with the Amended RCF Minerals Royalty Deed (as applicable); and

(ii) obtaining from RCF:

(A) a Form 26 duly executed by RCF in respect of the Existing RCF Royalty Security;

(B) the written consent of RCF to the Purchaser as a proposed transferee of the Tenements, in accordance with clause 9 of the RCF Minerals Royalty Deed; and

(C) a signed notice of continuation of caveat having the effect of allowing the dealings contemplated by clause 5.2(b)(ii) to proceed without a withdrawal of caveat, executed by RCF.

2.2 Benefit of the Conditions

(a) The Condition in clauses 2.1(c) is inserted in this Agreement for the benefit of the Vendor and cannot be waived.

(b) The Conditions in clauses 2.1(a), 2.1(e) and 2.1(f) are inserted in this Agreement for the benefit of both the Purchaser and the Vendor and can only be waived by mutual written agreement between the Purchaser and the Vendor.

(c) The Conditions in clause 2.1(b) and 2.1(d) are inserted in this Agreement for the benefit of both the Purchaser and the Vendor and cannot be waived.

2.3 Reasonable Endeavours

(a) The Vendor must use reasonable endeavours to procure that the Conditions in clause 2.1(c), 2.1(d), 2.1(e) and, subject to the Purchaser's compliance with clause 2.3(c) in respect of such DOAAR, 2.1(f) are satisfied as soon as possible and in case before the Sunset Date. Without limiting the generality of the foregoing, in respect of the Condition in clause 2.1(c) and subject to the Purchaser's compliance with clause 2.3(c) in respect of such application, the Vendor must submit an application in accordance with the FATA (**FIRB Application**), for the purpose of satisfying that condition, on or before the date that is 20 Business Days after the date of this Agreement.

(b) The Purchaser must use reasonable endeavours to procure that the Conditions in clauses 2.1(a), 2.1(b) and 2.1(d) are satisfied as soon as possible and in case before the Sunset Date.

(c) The Vendor must co-operate with (in respect of the conditions in clauses 2.1(a), 2.1(b) and 2.1(d)) the Purchaser and the Purchaser must cooperate with (in respect of the Conditions in clauses 2.1(c), 2.1(d) and 2.1(e)) the Vendor and promptly provide all information and other assistance as is reasonably required by that other Party for the purposes of procuring the satisfaction of each of the conditions precedent set out in clause 2.1 for which that other Party is responsible in a timely manner.

2.4 Information in relation to status of Conditions

In respect of each Condition in clause 2.1, each Responsible Party must:

(a) provide to the other Party on request reasonable information about the steps it has taken towards satisfaction of the Condition;

(b) promptly after becoming aware that the Condition is satisfied, give notice to the other Party that the Condition is satisfied including reasonable evidence of how it was satisfied; and

(c) promptly after becoming aware of any matter or circumstance that may result in the Condition not being satisfied give notice to the other Party of that matter or circumstance.

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2.5 Communications in relation to Government Agencies or ASX

Each Party must:

(a) promptly (and in any case not later than 2 Business Days) notify the other Party of any communication, whether written or oral received by that Party from any Government Agency or ASX in relation to the satisfaction of any of the Conditions or the exercise of the ASX's discretion to require the Purchaser to re-comply with Chapters 1 and 2 of the Listing Rules (the **Re-compliance Requirement**);

(b) give the other Party drafts of all material written communications intended to be sent by that Party to any Government Agency or ASX in relation to the satisfaction of the Conditions or the Re-compliance Requirement and:

(i) give the other Party a reasonable opportunity to comment on such drafts;

(ii) not send such communications without the prior approval of the other party (such approval not to be unreasonably withheld or delayed); and

(iii) give the other Party final copies of all such communications,

except that in relation to all disclosures under this paragraph (b), business secrets and other confidential material may be redacted so long as each Party acts reasonably in identifying such material for redaction.

2.6 Communications in relation to the Purchaser's shareholder approvals

Without limiting the other provisions of this clause 2, the Purchaser must:

(a) provide the Vendor and its Representatives with any drafts of the notice of meeting, explanatory statements and any other material to be communicated to the Purchaser's shareholders or lodged with ASIC and/or ASX in relation to the Condition in clause 2.1(b) (together, the **Meeting Materials**) and any drafts of submissions, listing applications, prospectus and other documents required for the purposes of satisfying the Re-compliance Requirement, if applicable (together, the **Re-Compliance Materials**) in a timely manner and in any event:

(i) in the case of the Meeting Materials, no later than 5 Business Days after the FIRB Application submitted by the Vendor; and

(ii) in the case of the Re-Compliance Materials, no later than 20 Business Days after the notification by ASX of the Re-compliance Requirement,

and give the Vendor a reasonable opportunity to review each of those drafts and consider in good faith the reasonable comments of the Vendor and its Representatives when preparing revised drafts of each of those documents;

(b) promptly prepare an advanced draft of the Meeting Materials or Re-Compliance Materials (as applicable) suitable for lodgement and review by ASIC and/or ASX (as applicable) and give that draft to the Vendor;

(c) without limiting paragraphs (a) and (b) above, not submit or lodge any Meeting Materials or Re-Compliance Materials (as applicable) to ASIC or ASX until the Vendor has consented in writing to any information contained in the Meeting Materials or Re-Compliance Materials (as applicable) relating to or in connection with the Vendor, its related bodies corporate or any member of the RCF Group

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or their respective business, activities, affairs or assets which in each case is not publicly available;

(d) (in respect of the Meeting Materials): as soon as practicable and no later than 2 Business Days after receipt of the consent by the Vendor referred to in clause 2.6(c), submit to ASIC and/or ASX the Meeting Materials in the manner required by the Corporations Act and/or Listing Rules (as applicable); and

(e) (in respect of the Re-Compliance Materials): as soon as practicable and no later than 2 Business Days after receipt of the consent by the Vendor referred to in clause 2.6(c) lodge a full form prospectus with the ASIC and ASX (**Prospectus**) and do such things as are necessary to re-comply with Chapters 1 and 2 of the Listing Rules; and (ii) do all such things as are necessary to meet the Re-Compliance Requirement; and

(f) (in respect of the Meeting Materials): as soon as practicable after the end of ASIC's and/or ASX's review of the Meeting Materials, dispatch the Meeting Materials to its shareholders and hold the shareholder meeting to which it relates in accordance with those Meeting Materials.

2.7 Sunset Date

If any of the Conditions are not satisfied or waived in accordance with this Agreement by the Sunset Date (except if the Condition in clause 2.1(c) is the only Condition not to have been so satisfied or waived by such date despite the Vendor having complied with its obligations under this clause 2 in respect of such Condition, in which case the Sunset Date may be extended by agreement in writing between the Vendor and the Purchaser, not to be unreasonably withheld, qualified or delayed), then the Purchaser or the Vendor may, provided it has complied with its obligations under this clause 2, terminate this Agreement by giving not less than 2 Business Days' notice to the other Party.

2.8 Termination

If this Agreement is terminated under clauses 2.4, 3.5, 7.6(d) or 8.6(d), then this Agreement shall be deemed to be at an end and of no force or effect (except that the provisions of, and rights and obligations of each Party under this clause 2.8 and the Surviving Provisions shall survive such termination) with no Party being subject to any of the obligations contained in this Agreement (except for this clause 2.8 and the Surviving Provisions) and with no Party claiming any rights at law or in equity against any other Party save for the performance of those covenants and agreements (if any) which should have already been performed prior to the date of such cessation and all damages for breach of the same.

3 Maintenance of tenements

3.1 Obligations during the Transaction Period

During the Transaction Period, the Tenement Holder agrees to:

(a) maintain the Tenements or Purchaser Tenements (as applicable) in full force and keep the Tenements or Purchaser Tenements (as applicable) in good standing and free from any liability to forfeiture or non-renewal under the Mining Act or other applicable mining legislation governing the Purchaser Tenements;

(b) meet all Outgoings in respect of the Tenements or Purchaser Tenements (as applicable); and

(c) observe and perform all stipulations and conditions relating to the Tenements or Purchaser Tenements (as applicable) (including, without limitation, expenditure conditions prescribed under the Mining Act or other applicable mining legislation governing the Purchaser Tenements) and all statutory obligations relating to the Parties' activities on the Tenements or Purchaser's Tenements (as applicable).

3.2 No relinquishing of Tenements

During the Transaction Period, the Tenement Holder agrees to not relinquish any portion of any of the Tenements or Purchaser Tenements (as applicable) except with the consent of (in the case of the Tenements) the Purchaser or (in the case of the Purchaser Tenements) the Vendor, or in each case if required by law or regulation.

3.3 Parties to be kept informed

During the Transaction Period, the Vendor shall promptly pass to the Purchaser any notice or communication which the Vendor receives from the Department or any other government authority in any way affecting the Tenements.

3.4 Purchaser obligations

During the Transaction Period, the Purchaser must exercise all rights and powers available to it so as to procure that each Purchaser Group Company carries on business in the ordinary course and in substantially the same manner in which it is being carried on at the date of this Agreement and, except with the prior written consent of the Vendor (in its absolute discretion), to procure that each Purchaser Group Company does not:

(a) create, issue, purchase, buy back or redeem any Share or loan capital (which does not include debts or liabilities incurred by Wildcat in the ordinary course of its business which do not involve any such creation, issue, purchase, buy-back or redemption of any Shares) or any securities in the Purchaser convertible into share or loan capital (or enter into any binding commitment or agreement to do any of the foregoing) except:

(i) as expressly contemplated by this Agreement;

(ii) as Fairly Disclosed to the Vendor (with sufficient detail to enable the Vendor to fully assess the dilutive impact (if any) of the relevant event and the terms and conditions attaching or applicable to the relevant Shares, convertible securities or loan capital, as applicable) and for which the Vendor has given its prior written consent (in its absolute discretion) pursuant to a request made by the Purchaser in writing expressly requesting such consent pursuant to this clause 3.4(a)(ii); or

(iii) an issue of Shares for the purposes of the acquisition by the Purchaser of a tenement from a bona fide third party for non-cash consideration, provided that: (A) the value (which shall be determined by the last closing price of the Shares prior to the Purchaser entering into an agreement to issue such Shares) of any Shares issued to such third party does not (individually or in aggregate) exceed $300,000; and (B) the aggregate number of such Shares issued to any third party does not exceed 12 million Shares.

(b) declare, make or pay any dividend or other distribution or, other than in the ordinary course of business, do or allow to be done anything which renders its financial position materially less favourable than at the date of this Agreement;

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(c) transfer, or otherwise dispose of, or create any Encumbrance in respect of, any part of the Key Assets except in the ordinary course of trading; or

(d) take or omit to take any action which would reasonably constitute a Material Adverse Change.

3.5 Material breach

If the Vendor or Purchaser is in material breach of any of its obligations under this clause 3 and, where that breach is capable of remedy, it is not remedied to the satisfaction of the other Party, such other Party may, provided it has complied with its obligations under this clause 3, terminate this Agreement by giving not less than 2 Business Days' notice to the other Party.

4 Sale and purchase of Tenements

4.1 Tenement Sale

(a) The Vendor agrees to sell, and the Purchaser agrees to purchase, the Tenements, free from Encumbrances, for the Consideration Securities on the terms and conditions set out in this Agreement.

(b) Notwithstanding any other provision of this Agreement, the Purchaser acknowledges there will be no adjustment to the consideration referred to in clause 4.1(a)) if, notwithstanding clause 6.4, the Purchaser does not acquire any legal or beneficial interest in M45/374 from GAMW.

4.2 Consideration Securities

(a) The Consideration Securities will be issued in accordance with clause 5.2(a).

(b) In respect of the Consideration Shares:

(i) the Vendor and GAM acknowledges that ASX has a discretion to class any Shares issued by the Purchaser as being restricted securities under Chapter 9 of the Listing Rules and subject to restrictions;

(ii) in event that ASX imposes any restrictions on the Consideration Shares, the Vendor and GAM will comply with the requirements of the ASX, and the Listing Rules; and

(iii) the Purchaser agrees to do all things reasonably necessary to assist and support an application to the ASX by the Vendor that any Shares agreed to be issued under this Agreement not be deemed to be restricted securities.

5 Settlement

5.1 Time of Settlement

Settlement of the sale and purchase of the Tenements shall take place on the Settlement Date at the office of the Purchaser in Perth, Western Australia, or such other place as the Parties may agree.

5.2 Settlement obligations

At Settlement:

(a) the Purchaser must:

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(i) (as consideration to the Vendor for the Transaction), issue the Consideration Securities to GAM and apply for and use best endeavours to obtain official quotation of the Shares on the ASX;

(ii) register GAM as holder of the Shares and the Performance Rights; and

(iii) give to the Vendor counterparts of the Li Royalty Deed and Ta Royalty and Mineral Rights Deed that are duly signed by the Purchaser; and

(b) the Vendor must give to the Purchaser:

(i) a release of any security given by the Vendor to any third party over the Tenements (if any) to the extent that the security limits or in any way prohibits the Vendor from transferring the Tenements to the Purchaser;

(ii) duly executed transfers in registrable form for the Vendor's interests in the Tenements in favour of the Purchaser;

(iii) all instruments of title relating to the Tenements (if issued);

(iv) physical originals or digital copies (as applicable) of all Mining Information held by the Vendor in relation to the Tenements; and

(v) counterparts of the Li Royalty Deed and Ta Royalty and Mineral Rights Deed that is duly signed by the Vendor.

5.3 Simultaneous actions at Settlement

In respect of Settlement:

(a) the obligations of the parties under clause 5.2 are interdependent, such that no action under those clauses will be effective unless all actions under those clauses have been effected; and

(b) all actions required to be performed under clause 5.2 will be taken to have occurred simultaneously on the Settlement Date.

5.4 Title and Risk

(a) Title in and right to possession of the Tenements passes to the Purchaser upon Settlement.

(b) The Tenements are at the risk of the Vendor until Settlement after which time the Tenements are at the risk of the Purchaser.

5.5 Perfection of title

If any of the rights of the Vendor in respect of the Tenements are, for any reason whatsoever, not capable of being legally transferred to, conferred upon or exercised by the Purchaser in the Purchaser's name, then the Vendor will hold such rights on trust for the Purchaser and (at the cost of the Purchaser) exercise such rights as reasonably directed by the Purchaser.

5.6 Obligations after Settlement

The Purchaser must:

(a) either:

(i) give ASX a notice in respect of the Shares forming part of the Consideration Securities that complies with section 708A(5)(e) of the Corporations Act within the time frame required by section 708A(6)(a) of the Corporations Act; or

(ii) if for any reason the Purchaser is unable to provide a notice under section 708A(5)(e) of the Corporations Act, then lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act no later than 20 Business Days after Settlement to ensure there are no secondary trading restrictions in respect of the sale of the Shares by the Vendor after Settlement; and

(b) deliver to the Vendor a certificate or holding statement in respect of Shares and the Performance Rights forming part of the Consideration Securities no later than 2 Business Days after Settlement.

5.7 Registration of transfer and New RCF Royalty Security

The Purchaser must cooperate with the Vendor and RCF to ensure that: (i) the registration of the transfer of the Tenements contemplated by 5.2(b)(ii) (subject to stamping) occurs immediately prior to the registration of the New RCF Royalty Security and the GAM Royalty Security; and (ii) that such registration occurs (so far as is practicable) at the same time.

6 Post-Settlement Obligations

6.1 In-Specie Distribution of Consideration Securities

(a) The Purchaser acknowledges that GAM may seek to conduct an in-specie distribution of the Consideration Securities (including any Shares issued on conversion of Performance Rights) to the security holders of GAM (**In-specie Distribution**).

(b) In the event that GAM seeks to conduct the In-specie Distribution, then the Purchaser will provide the Vendor or GAM with reasonable assistance to facilitate the In-specie Distribution by GAM.

(c) The Purchaser will not be liable for the transaction costs associated with the In-specie Distribution, and WC8 will not have any obligation to prepare or lodge any disclosure document in any jurisdiction with respect to any offer, or deemed offer, of securities under, or otherwise in connection with, the In-specie Distribution.

6.2 Director Nominee and notification of new issues of Securities

(a) The Purchaser agrees that, on and from Settlement the Vendor (for itself and on behalf of any member of the RCF Group) is entitled to appoint one person as a non-executive director of the Purchaser (**Nominee Director**), subject to:

(i) the RCF Group retaining a Relevant Interest in Shares representing at least 10% of the total Shares on issue on and from Settlement;

(ii) the Nominee Director satisfying all requirements of the Listing Rules, Corporations Act and the constitution of the Purchaser with respect to their appointment as a director of the Purchaser, including providing the Purchaser with a signed consent to act as a director and a valid director identification number;

(iii) the board of directors of the Purchaser being satisfied that the Nominee Director is an acceptable candidate to be a director of the Purchaser with such approval to not be unreasonably withheld, qualified or delayed; and

(iv) the Vendor providing notice in accordance with clause 6.2(b).

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(b) If the Vendor elects to appoint a Nominee Director under clause 6.2(a), it must provide the Purchaser with notice in writing at least 5 Business Days prior to Settlement or, if after Settlement, prior to the proposed date of appointment, and such notice must specify:

(i) the full name, date of birth, place of birth, and residential address of the Nominee Director;

(ii) a summary of the Nominee Director's background, skills, capabilities and other employment and director arrangements; and

(iii) provide the details of the Nominee Director's director identification number.

(c) If at any time after Settlement the RCF Group ceases to hold a Relevant Interest in Shares in accordance with clause 6.2(a)(i) for more than 5 consecutive days on which the ASX is open for trading, then, unless otherwise agreed by the Purchaser, the Vendor will cease to have any rights under clause 6.2(a) and, if the Nominee Director is an employee or a paid associate of the RCF Group, must use reasonable endeavours to procure the resignation of the Nominee Director within 10 Business Days of Wildcat providing written notice to the Vendor requesting GAM to procure such resignation. Without limiting the foregoing, if pursuant to this clause 6.2(c) the Vendor ceases to have rights under clause 6.2(a) but the Nominee Director is not an employee or paid associate of the RCF Group, the Vendor is not obliged to procure the resignation of the Nominee Director who, unless otherwise agreed between the Nominee Director and the Purchaser, shall serve out the remainder of his or her term as Nominee Director.

(d) The Nominee Director will be entitled to director fees that are consistent with the other non-executive directors of the Purchaser.

(e) Notwithstanding any other provision of this Agreement, the Purchaser acknowledges that GAM holds the benefit of the rights given in this clause 6.2 for both itself and on behalf of each member of the RCF Group, which benefit is enforceable by GAM for itself and on behalf of each such member.

6.3 Exploration Program and Budget

(a) The Purchaser agrees that it will expend a minimum of $1,000,000 and not less than 6,000 metres of drilling and assays on the Tenements located in Tabba Tabba in the initial 12 months following Settlement.

(b) The Parties agree to the proposed expenditure on the Tenements as set out in the Initial Exploration Program and Budget.

(c) The Parties acknowledge and agree that:

(i) the Initial Exploration Program and Budget is a statement of current intention and is dependent on factors such as access rights in respect of the Tenements, and/or exploration success or failure on the Tenements; and

(ii) the Initial Exploration Program and Budget may be subject to change with the Vendor's prior written consent (not to be unreasonably withheld), but such change shall not in any way extinguish or vary the Purchaser's obligation to meet its minimum expenditure obligation as set out in clause 6.3(a).

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6.4 Transfer of M45/374

(a) Subject to clause 6.4(c) below, GAMG undertakes to use reasonable endeavours to acquire a 100% legal and beneficial interest in M45/374 as soon as reasonably practicable after Settlement. Notwithstanding the foregoing, the Purchaser acknowledges that there is no guarantee or certainty that Wodgina Lithium will ultimately transfer its legal interest in M45/374 to GAMG within a specific timeframe or at all.

(b) In the event that GAMG, or any of its related bodies corporate, obtains a legal or beneficial interest in M45/374, then GAMG will, and will procure that its related bodies corporate, transfer to the Purchaser for $1 its legal and/or beneficial interest in M45/374, and must give to the Purchaser:

(i) (to the extent the Vendor, or any of its related bodies corporate, is able to procure a release) a release of any security over M45/374 (if any) to the extent that the security limits or in any way prohibits the Vendor, or its related bodies corporate, from transferring their legal and/or beneficial interest in M45/374 to the Purchaser;

(ii) duly executed transfers in registrable form in respect of any legal interest in M45/374 held by the Vendor, or its related bodies corporate, in favour of the Purchaser; and

(iii) all instruments of title relating to M45/374 (if issued).

(c) The Purchaser shall bear, and promptly reimburse the Vendor on written demand, all of the Vendor's costs and expenses in performing its obligations under this clause 6.4 provided that all costs and expenses exceeding $10,000 shall not be incurred without the Purchaser's prior written consent. For the avoidance of doubt, if the Purchaser does not provide such consent, the Vendor shall have no further obligations under this clause 6.4.

6.5 Delivery of Title Documents

The Vendor covenants with the Purchaser that, subject to the due performance of the Purchaser's obligations under this Agreement, the Vendor will (at its own cost) promptly deliver to the Purchaser all documents of title referred to in clause 5.2(b) for whatever reason not delivered to the Purchaser at Settlement or coming into the control of the Vendor after Settlement.

7 Vendor's Warranties

7.1 Warranties

Subject to clauses 7.2 to 7.7 (inclusive) below, the Vendor warrants to the Purchaser (which warranties shall survive Settlement) that both at the date of execution of this Agreement and as at Settlement:

(a) subject to the satisfaction of the Conditions, the Vendor has full right, power and authority to sell, assign and transfer the Tenements to the Purchaser in accordance with this Agreement and such transfer shall convey to the Purchaser lawful, valid and unencumbered legal and beneficial title to the Tenements;

(b) other than as contemplated by the RCF Royalty Documents, the Vendor holds the absolute legal and beneficial interest to the Tenements and no other person except the Purchaser has any rights of any nature in respect of the Tenements;

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(c) on Settlement, the Tenements transferred to the Purchaser will be free from all mortgages, charges, liens and other encumbrances of whatsoever nature except for any Existing RCF Royalty Security in relation to which a Form 26 discharge form is to be provided in accordance with clause 2.1(f)(ii)(A);

(d) its obligations under this Agreement are and its obligations under each of the other Transaction Documents to which it is or will be a Party, or will on execution of those Transaction Documents be, legal valid, binding and enforceable in accordance with their terms;

(e) subject to satisfaction of the Conditions, the execution and delivery by the Vendor of this Agreement and of each of the other Transaction Documents to which it is or will be a Party and the performance of its obligations under each of them do not and will not conflict with or constitute a default under any provision of:

(i) any agreement or instrument to which it is a Party;

(ii) its constitutional documents; or

(iii) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound;

(f) no Insolvency Event has occurred in relation to the Vendor (or its related bodies corporate);

(g) there is no litigation or proceeding of any nature concerning the Tenements, pending or so far as the Vendor is aware threatened against the Vendor which may defeat, impair, detrimentally affect or reduce the right, title and interest of the Vendor in the Tenements or the interest therein expressed to be sold to the Purchaser under this Agreement, including any plaint seeking forfeiture of the Tenements;

(h) to the best of the Vendor's knowledge, the Tenements have been duly applied for and granted in accordance with the Mining Act;

(i) the Tenements are in full force and effect and in good standing and not liable to cancellation or forfeiture for any reason and the Vendor is not in breach or contravention of any of the terms and conditions upon which the Tenements were granted or of any other rule, regulation or provision of the Mining Act, the Mines Safety and Inspection Act 1994 (WA), the Aboriginal Heritage Act 1972 (WA) and the Native Title Act 1993 (Cth) or, so far as the Vendor is aware, any other statute concerning, affecting or relating to the Tenements (including those relating to Environmental Laws);

(j) so far as the Vendor is aware, other than as contemplated by the RCF Royalty Documents, there are no other agreements or dealings in respect of the Tenements that have either been lodged at the Department but remain unregistered in respect of the Tenements or have not been lodged at the Department;

(k) the Vendor is not aware of any current compensation agreement with the owner or occupier of any land which is subject to the Tenements;

(l) the Vendor is not aware of any outstanding Rehabilitation Obligations which attach to the land the subject of the Tenements;

(m) the Vendor is not aware of any Native Title agreements, or agreements relating to the protection of Aboriginal heritage, relating to the Tenements; and

(n) the Vendor is not aware of any claim or anticipated claim by any Aboriginal person to assert Native Title over any part of the area covered by the Tenements other than those disclosed in writing by the Vendor to the Purchaser prior to the date of this Agreement.

7.2 Minimum and Maximum Warranty Amount

(a) The Vendor has no liability for a Claim for a breach of warranty, or otherwise under or in connection with this Agreement:

(i) unless the amount of any Claim to which the Purchaser would, but for this paragraph (a)(i) be entitled as a result of that Claim, exceeds $100,000 (**De Minimis Amount**); and

(ii) until the aggregate of all amounts agreed to be paid, or finally adjudicated to be payable, to the Purchaser in respect of all Claims under this Agreement (other than those disregarded by paragraph (a)(i) above) exceeds $250,000 (**Threshold Amount**), in which event the Purchaser may claim the amount of each Claim and not just the amount in excess of the Threshold Amount.

(b) The maximum amount which the Purchaser may recover from the Vendor in respect of any and all Claims in respect of:

(i) any and all of:

(A) a breach of warranty in clauses 7.1(a), 7.1(b), 7.1(c), 7.1(d),7.1(e), 7.1(f), 7.1(g), 7.1(h) and 7.1(i) above; and

(B) a breach of the Vendor's obligations under clauses 3.1, 3.2, 4.1 and 5.2(b),

is (in aggregate) equal to the Consideration Amount; and

(ii) any and all other breaches of warranty or of any other term of this Agreement in respect of all Claims is equal (in aggregate) to 30% of the Consideration Amount,

provided that, without prejudice to the foregoing limitations, the aggregate maximum amount which the Purchaser may recover from the Vendor in respect of any and all Claims under or in connection with this Agreement is equal to the Consideration Amount.

7.3 Due diligence investigations

The Purchaser acknowledges that:

(a) it has performed, with the assistance of professional advisers, a due diligence investigation with respect to the Tenements on the basis of the Vendor Disclosed Information (the **Purchaser Due Diligence Investigation**);

(b) without limiting clause 7.3(a), the Purchaser and its advisers have conducted the Purchaser Due Diligence Investigation with the knowledge that any reliance placed by the Purchaser on the Vendor Disclosed Information is subject to the qualifications set out in clause 7.5; and

(c) in the Purchaser Due Diligence Investigation, the Purchaser and its advisers have had sufficient opportunity to review the Vendor Disclosed Information.

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7.4 Qualifications to Vendor Warranties

The Vendor's warranties in clause 7.1 are given subject to and are qualified by, and the Purchaser may not make any Claim under or in connection with the Vendor's Warranties in respect of:

(a) any matter expressly provided for, permitted or disclosed in this Agreement or any other Transaction Document;

(b) any matter Fairly Disclosed in the Vendor Disclosed Information;

(c) any matter within the actual knowledge of the Purchaser or its Representatives as at the date of this Agreement;

(d) any matter or thing done, or omitted to be done, in accordance with the written consent of or at the written direction of the Purchaser; or

(e) to the extent that the Claim relates to a matter recorded and retrievable in respect of the Vendor by conducting the following searches on the date that is two Business Days prior to the date of this Agreement:

(i) searches of the Tenements in the mining tenement register maintained by the Department of Mines, Industry, Regulation and Safety of Western Australia pursuant to the Mining Act;

(ii) searches of the Tenements with respect to the Register of Native Title Claims and the National Native Title Register maintained by the National Native Title Tribunal with respect to any Native Title Claims, Native Title determinations or Indigenous Land Use Agreements that overlap or apply to the Tenements;

(iii) using the relevant company's name, ACN, ABN of the registers maintained by the Australian Securities & Investments Commission and the PPSR in respect of the Vendor; and

(iv) of the records maintained by the High Court, the Federal Court and the Supreme Court of Western Australia in respect of the Vendor.

7.5 Qualifications to the Vendor Information

The Purchaser acknowledges and agrees that:

(a) any warranty or representation relating to historical information or documentation contained in the Vendor Disclosed Information given as at a specific date reflects the facts and opinions as at that date and has not been updated to reflect changes since the information or document was generated;

(b) any historical information or documentation contained in the Vendor Disclosed Information may be qualified or substituted in its entirety by subsequent information and documentation contained in the Vendor Disclosed Information;

(c) to the extent the information contained in the Vendor Disclosed Information reflects opinions or beliefs of individuals or organisations, any warranty or representation relating to such information is to be interpreted as at the date the opinion or belief was formed or expressed; and

(d) to the extent that any Vendor Disclosed Information consists of information provided by a third party, the Vendor:

(i) merely passes the information on as a conduit and has not formed an independent assessment of the nature or quality of the information; and

(ii) makes no representation or warranty regarding the nature or quality of such information including any such information which may be aggregated into summary documents produced by the Vendor.

7.6 Vendor Supplemental Disclosure Letter

(a) Save for the warranties in clauses 7.1(a) to (f) (inclusive), and 7.1(h), the Vendor may update the Vendor's Disclosure Letter with respect to any warranty in clause 7.1 at any time after the date of this Agreement up to (and including) the date which is 5 Business Days prior to the date which is the Settlement Date by notice in writing to the Purchaser (**Vendor Supplemental Disclosure Letter**), provided that such Vendor Supplemental Disclosure Letter is delivered to the Purchaser no less than 5 Business Days before the Settlement Date.

(b) The Vendor's warranties in clause 7.1 (excluding the warranties in clauses 7.1(a) to (f) (inclusive), and 7.1(h)) that are provided by the Vendor at the time of Settlement are given subject to and are qualified by, and the Purchaser may not make any Claim under or in connection with such warranties in respect of, any matter Fairly Disclosed in the Vendor Supplemental Disclosure Letter. Nothing in this clause 7.6 will limit or qualify any of the Vendor's warranties in clause 7.1 that are provided by the Vendor at the date of execution of this Agreement.

(c) A Vendor Supplemental Disclosure Letter, and the qualifications in clause 7.6(b), shall only be in respect of any fact, matter or circumstance which occurs or arises after the date of this Agreement up to (and including) the date any Vendor Supplemental Disclosure Letter is delivered to the Purchaser, but does not include any fact, matter, or circumstance which:

(i) the Vendor is aware of as at the date of this Agreement; or

(ii) which arises from a wilful act or omission of the Vendor, its directors, officers, employees, agents, or representatives after the date of this Agreement.

(d) If, but for the delivery of a Vendor Supplemental Disclosure Letter, the events, occurrences or matters which are materially adverse to the Tenements (including rights or liabilities arising in connection with the Tenements), or the proposed activities to be conducted by the Purchaser with respect to the Tenements as disclosed in writing to the Vendor prior to the date of this Agreement, are disclosed in the Vendor Supplemental Disclosure Letter, the Purchaser shall have the right to terminate this Agreement by giving not less than 2 Business Days' notice.

7.7 Other exclusions

Without limiting clauses 7.2 to 7.6, the provisions of Schedule 5 shall apply to any Claims.

8 Purchaser's warranties

8.1 Warranties

Subject to clauses 8.2 to 8.7, the Purchaser warrants to the Vendor (which warranties shall survive Settlement) that as at both the date of execution of this Agreement and the Settlement Date:

(a) the Purchaser is validly existing under the laws of the Commonwealth of Australia;

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(b) the execution and delivery of this Agreement and each of the other Transaction Documents to which it is or will be a party has been duly and validly authorised by all necessary corporate action on behalf of the Purchaser;

(c) the Purchaser has full corporate power and lawful authority to execute and deliver this Agreement and each of the other Transaction Documents to which it is or will be a party and to observe and perform or cause to be observed and performed all of its obligations in and under this Agreement and those other Transaction Documents;

(d) its obligations under this Agreement are and its obligations under each of the other Transaction Documents to which it is or will be a party, or will on execution of those Transaction Documents be, legal valid, binding and enforceable in accordance with their terms;

(e) subject to satisfaction of the Conditions, the execution and delivery by the Purchaser of this Agreement and of each of the other Transaction Documents to which it is or will be a party and the performance of its obligations under each of them do not and will not conflict with or constitute a default under any provision of:

(i) any agreement or instrument to which it is a party;

(ii) its constitutional documents; or

(iii) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound;

(f) no Insolvency Event has occurred in relation to the Purchaser or its Subsidiaries;

(g) immediately following Settlement, the Consideration Shares will be allotted and issued and credited as fully paid, and the Consideration Performance Rights will be granted, in each case to the Vendor (or its nominee) free from any Encumbrances;

(h) except as set out in Schedule 9, there is no agreement or commitment outstanding which calls for the allotment or issue of, or accords to any person the right to call for the allotment or issue of any equity securities of the Purchaser or the Subsidiaries, the right to require the creation of any Encumbrance over any of the Consideration Securities, and no person has claimed to be entitled to any such Encumbrance;

(i) there is no agreement, arrangement or commitment between the Purchaser or the Subsidiaries and any related party of the Purchaser or the Subsidiaries under which the Purchaser or the Subsidiaries have agreed to grant any related party any benefits;

(j) the information contained in Schedule 8 and Schedule 9 is true and accurate as at Settlement and, immediately after Settlement, the Consideration Shares will represent not less than 15% of the Shares of the Purchaser on a Fully Diluted Basis and the Consideration Performance Rights will represent not less than 5% of the Shares of the Purchaser on a Fully Diluted Basis;

(k) all of the share capital issued by each Subsidiary is legally and beneficially owned by the Purchaser, there is no Encumbrance over any such shares and neither the Purchaser nor any of its Subsidiaries are the owners of any shares or other securities in any other corporation or trust;

(l) the Purchaser holds the absolute legal and beneficial interest to the Purchaser Tenements and, except as disclosed to the Vendor in writing, no other person

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except the Purchaser has any rights of any nature in respect of the Purchaser Tenements;

(m) each Purchaser Group Company has all material licences, authorisations and consents (including all Environmental Licences) required for the carrying on of the business as now carried on by it and no Purchaser Group Company is in material default under any such licence, (including concerning any Environmental Law or Dangerous Substances); authorisation or consent and, so far as the Purchaser is aware, there are no circumstances likely to give rise to any such default;

(n) except as claimant in the collection of debts arising in the ordinary course of business, no Purchaser Group Company is engaged in any litigation, arbitration or administrative proceeding which is in progress nor, so far as the Purchaser is aware, has any such proceeding been threatened by or against any Purchaser Group Company;

(o) the Accounts: (i) have been prepared in accordance with the Accounting Standards; (ii) give a true and fair view of the financial position of the Purchaser Group as at the Accounts Date and of the profit or loss of the Purchaser Group for the period ended on the Accounts Date; and (iii) have been prepared on a basis consistent, in all material respects, with the basis employed in such accounts for the immediately preceding financial period;

(p) since the Accounts Date, and except as disclosed on the ASX: (i) the business of the Purchaser Group has been carried on in the ordinary course and there has been no Material Adverse Change in the financial position of the Purchaser Group; and (ii) except for any dividends provided in the Accounts, no dividend or other distribution has been declared, paid or made by a Purchaser Group Company;

(q) no Purchaser Group Company has any borrowings or other indebtedness under any bank facility, overdraft, bond, note, debenture, acceptance credit, sale and lease back, interest rate swap arrangements, or other agreements or arrangements relating to the provision of financial accommodation of any description;

(r) to the best of the Purchaser's knowledge, the Purchaser Tenements have been duly applied for and granted in accordance with the Mining Act or other legislation governing the grant of the Purchaser Tenements (as applicable);

(s) the Purchaser Tenements are in full force and effect and in good standing and not liable to cancellation or forfeiture for any reason and the Purchaser or its Related Entities are not in breach or contravention of any of the terms and conditions upon which the Purchaser Tenements were granted or of any other rule, regulation or provision of the Mining Act, the Mines Safety and Inspection Act 1994 (WA), the Aboriginal Heritage Act 1972 (WA) and the Native Title Act 1993 (Cth) or other legislation governing the grant of the Purchaser Tenements (as applicable) or, so far as the Purchaser is aware, any other statute or regulation concerning, affecting or relating to the Purchaser Tenements (including those relating to Environmental Laws);

(t) the Purchaser Tenements comprise all of the tenements in which the Purchaser holds a legal or beneficial interest and which are material to the activities of the Purchaser as now carried on by or on behalf of the Purchaser;

(u) the Vendor is not aware of any claim or anticipated claim by any Aboriginal person to assert Native Title over any part of the area covered by the Purchaser

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Tenements other than those disclosed in writing by the Purchaser to the Vendor prior to the date of this Agreement;

(v) to the best of the Purchaser's knowledge and belief, the information concerning the business prepared by or on behalf of the Purchaser as part of the Purchaser Disclosed Information is accurate and complete in all material respects as at the date it was made available. The Purchaser has not provided any Purchaser Disclosed Information that it is aware is misleading in any material respect and, so far as the Purchaser is aware, no information has been omitted that would render the Purchaser Disclosed Information misleading in any material respect; and

(w) the Purchaser is in compliance with its periodic and continuous disclosure obligations under the Listing Rules and Corporations Act and has disclosed to ASX all material information concerning the assets and liabilities, financial position and performance, profits and losses of the Purchaser and its business operations of which it is, or ought reasonably to be, aware.

8.2 Minimum and Maximum Warranty Amount

(a) The Purchaser will have no liability for a Claim for a breach of warranty, or otherwise under or in connection with this Agreement:

(i) unless the amount of any Claim to which the Vendor would, but for this paragraph (a)(i) be entitled as a result of that Claim, exceeds the De Minimis Amount; and

(ii) until the aggregate of all amounts agreed to be paid, or finally adjudicated to be payable, to the Vendor in respect of all Claims under this Agreement (other than those disregarded by paragraph (a)(i) above) exceeds the Threshold Amount, in which event the Vendor may claim the amount of each Claims and not just the amount in excess of the Threshold Amount.

(b) The maximum amount which the Vendor may recover from the Purchaser in respect of any and all Claims in respect of:

(i) any and all of:

(A) a breach of warranty in clauses 8.1(a) to 8.1(k) (inclusive), 8.1(l) and 8.1(s); and

(B) a breach of the Purchaser's obligations under clause 3.1, 3.2, 3.4, 4.2 and 5.2(a) and 5.6,

is (in aggregate) equal to the Consideration Amount; and

(ii) any and all other breaches of warranty or of any other term of this Agreement in respect of all Claims is (in aggregate) equal to 30% of the Consideration Amount,

provided that, without prejudice to the foregoing limitations, the aggregate maximum amount which the Vendor may recover from the Purchaser in respect of any and all Claims under or in connection with this Agreement is equal to the Consideration Amount.

8.3 Due diligence investigations

The Vendor acknowledges that:

(a) it has performed, with the assistance of professional advisers, a due diligence investigation with respect to the Purchaser and its business on the basis of the Purchaser Disclosed Information (**Vendor Due Diligence Investigation**);

(b) without limiting clause 8.2, the Vendor and its advisers have conducted the Vendor Due Diligence Investigation with the knowledge that any reliance placed by the Vendor on the Purchaser Disclosed Information is subject to the qualifications set out in clause 8.5; and

(c) in the Vendor Due Diligence Investigation, the Vendor and its advisers have had sufficient opportunity to review the Purchaser Disclosed Information.

8.4 Qualifications to Purchaser Warranties

The Purchaser's warranties in clause 8.1 are given subject to and are qualified by, and the Vendor may not make any Claim under or in connection with the Purchaser's Warranties in respect of:

(a) any matter expressly provided for, permitted or disclosed in this Agreement or any other Transaction Document;

(b) any matter Fairly Disclosed in the Purchaser Disclosed Information;

(c) any matter within the actual knowledge of the Vendor or its Representatives as at the date of this Agreement;

(d) any matter or thing done, or omitted to be done, in accordance with the written consent of or at the written direction of the Vendor; or

(e) or to the extent that the Claim relates to a matter recorded and retrievable in respect of the Purchaser by conducting the following searches on the date that is two Business Days prior to the date that all Parties signed this Agreement:

(i) using the company's name, ACN and ABN of a register maintained by the Australian Securities & Investments Commission or on the PPSR, with respect to the Purchaser and its Subsidiaries; and

(ii) all ASX announcements released by the Purchaser from 1 October 2019.

8.5 Qualifications to the Purchaser Information

The Vendor acknowledges and agrees that:

(a) any warranty or representation relating to historical information or documentation contained in the Purchaser Disclosed Information given as at a specific date reflects the facts and opinions as at that date and has not been updated to reflect changes since the information or document was generated;

(b) any historical information or documentation contained in the Purchaser Disclosed Information may be qualified or substituted in its entirety by subsequent information and documentation contained in the Purchaser Disclosed Information;

(c) to the extent the information contained in the Purchaser Disclosed Information reflects opinions or beliefs of individuals or organisations, any warranty or representation relating to such information is to be interpreted as at the date the opinion or belief was formed or expressed;

(d) to the extent that any information contained in the Purchaser Disclosed Information consists of information provided by a third party, the Purchaser:

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(i) merely passes the information on as a conduit and has not formed an independent assessment of the nature or quality of the information; and

(ii) makes no representation or warranty regarding the nature or quality of such information including any such information which may be aggregated into summary documents produced by the Purchaser.

8.6 Purchaser Supplemental Disclosure Letter

(a) Save for the warranties in clauses 8.1(a) to (h) (inclusive), 8.1(j) and 8.1(l), the Purchaser may update the Purchaser Disclosure Letter with respect to any warranty in clause 8.1 at any time after the date of this Agreement up to (and including) the date which is 5 Business Days prior to the date which is the Settlement Date by notice in writing to the Vendor (**Purchaser Supplemental Disclosure Letter**), provided that such Purchaser Supplemental Disclosure Letter is delivered to the Vendor no less than 5 Business Days before the Settlement Date.

(b) The Purchaser's warranties in clause 8.1 (excluding the warranties in clauses 8.1(a) to (h) (inclusive), 8.1(j), 8.1(l) and 8.1(s)) that are provided by the Purchaser at the time of Settlement are given subject to and are qualified by, and the Vendor may not make any Claim under or in connection with such warranties in respect of, any matter Fairly Disclosed in the Purchaser Supplemental Disclosure Letter. Nothing in this clause 8.6 will limit or qualify any of the Vendor's warranties in clause 8.1 that are provided by the Purchaser at the date of execution of this Agreement.

(c) A Purchaser Supplemental Disclosure Letter and the qualifications in clause 8.6(b), shall only be in respect of any fact, matter or circumstance which occurs or arises after the date of this Agreement up to (and including) the date any Purchaser Supplemental Disclosure Letter is delivered to the Vendor, but does not include any fact, matter, or circumstance which:

(i) the Purchaser is aware of as at the date of this Agreement, or ought reasonably to be aware of; or

(ii) which arises from a wilful act or omission of the Purchaser, its directors, officers, employees, agents, or representatives after the date of this Agreement.

(d) If, but for the delivery of a Purchaser Supplemental Disclosure Letter, the events, occurrences or matters which are materially adverse to the Purchaser or the Purchaser Tenements (including rights or liabilities arising in connection with the Purchaser Tenements) are disclosed in the Purchaser Supplemental Disclosure Letter, the Vendor shall have the right to terminate this Agreement by giving not less than 2 Business Days' notice.

8.7 Other exclusions

Without limiting clauses 8.2 to 8.6, the provisions of Schedule 5 shall apply to any Claims.

9 Vendor Guarantee

9.1 Vendor Guarantee

In consideration of the Purchaser entering into this Agreement, subject to clause 9.2 the Vendor's Guarantor irrevocably and unconditionally guarantees to the Purchaser the due

and punctual performance by the Vendor of all of the Vendor's obligations under this Agreement and undertakes to the Purchaser that:

(a) if the Vendor does not pay any amount when due under this Agreement, the Vendor's Guarantor will not later than 5 Business Days of receipt of a written demand from the Purchaser pay that amount as if the Vendor's Guarantor was the principal obligor; and

(b) if the Vendor fails to perform any other obligation when it is required to be performed under this Agreement, the Vendor's Guarantor will not later than 5 Business Days of receipt of a written demand from the Purchaser perform (or procure performance of) and satisfy (or procure the satisfaction of) that obligation,

so that the same benefits are conferred on the Purchaser as it would have received if that obligation had been performed and satisfied by the Vendor.

9.2 Limitations

Notwithstanding anything in this Agreement to the contrary:

(a) nothing in this clause 9 shall impose, nor shall be construed as imposing, greater obligations or liabilities on the Vendor's Guarantor than are imposed on the Vendor under this Agreement; and

(b) the Vendor's Guarantor reserves for itself, and may assert and rely on, all limitations of liability, rights and other defences to which the Vendor is or may be entitled under or in connection with this Agreement.

10 Caveats

The Purchaser and Vendor may lodge such caveats pursuant to Section 121 of the Mining Act as they think fit to protect their interests in the Tenements pursuant to this Agreement.

11 GST

11.1 Interpretation

The Parties agree that:

(a) except as otherwise defined in this Agreement, or where the context suggests otherwise, terms used in this clause 11 have the meanings given to those terms by the GST Act;

(b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 11; and

(c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

11.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

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11.3 GST payable

If any supply made under this Agreement is subject to GST, the Party to whom the supply is made (**Recipient**) must pay to the Party making the supply (**Supplier**), subject to the Supplier first issuing a Tax Invoice to the Recipient, an additional amount equal to the GST payable on that supply. The additional amount is payable at the same time and in the same manner as the consideration for the supply unless a Tax Invoice has not been issued by the Supplier in which case the additional amount is payable on receipt of a Tax Invoice.

11.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by a Party under clause 11.3 then the other Party will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the first Party. Any ruling, advice, document or other information received by a Party from the Australian Taxation Office in relation to any supply made under this Agreement will be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 11.3.

12 Notices

12.1 Notice requirements

A notice, approval, consent or other communication in connection with this agreement (**Notice**):

(a) must be in writing;

(b) must be marked for the attention of the person specified in clause 12.2 or, if a Party notifies another person, then to that person; and

(c) must be left at the address of the addressee, or sent by pre-paid priority post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by email to the email address of the addressee which is specified in clause 12.2 or, if the addressee notifies another address or email address, then to that address or email address.

12.2 Addresses of Parties

The address and email address of, and specified person for, each Party is:

In the case of the Vendor:

Address: Gate 4, Maranup Ford Road, Greenbushes, WA, 6254

Email: LegalAU@globaladvancedmetals.com

Attention: Executive General Manager

In the case of the Purchaser:

Address: L2, 25 Richardson Street, West Perth WA 6005

Email: matthewbanks@wildcatresources.com.au

Attention: Matthew Banks

12.3 Deemed receipt

(a) A Notice is taken to be received:

(i) if delivered by hand, when left at the address given in clause 12.2;

(ii) if sent by pre-paid priority post, on the third (seventh, if posted to or from a place outside Australia) Business Day after posting; and

(iii) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates that the email was sent to the recipient's email address.

(b) A Notice delivered or received other than on a Business Day, or after 5.00pm (recipient's time), is regarded as being received at 9.00am (recipient's time) on the following Business Day.

13 Confidentiality and announcements

13.1 Announcements

Each Party must not make any formal press release relating to this Agreement (including the fact that the parties have executed this Agreement) unless (in the case of GAM or the Vendor) the Purchaser, or (in the case of the Purchaser) the Vendor, has consented to the press release, including the timing, form and content of the announcement, or unless the announcement would be permitted under clause 13.2(a)(ii).

13.2 Confidentiality

(a) Each Party (**recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another party or its business (which is disclosed to the recipient by another party, its Representatives or advisers), or this deed (**Confidential Information**), other than to the extent that:

(i) the information is in the public domain as at the date of this Agreement (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the recipient);

(ii) the recipient is required to disclose the information by applicable law or the rules of any recognised stock exchange on which its shares or the shares of any of its Related Bodies Corporate are listed, provided that the recipient has, to the extent possible having regard to the required timing of the disclosure, consulted with the provider of the information as to the form and content of the disclosure;

(iii) the disclosure is made by the recipient to its Related Entity or Related Bodies Corporate, or to any director, officer or employee or agent of, and any accountant, consultant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert adviser or consultant to, joint venture or sub-contractor of, that recipient or of a Related Body Corporate or Related Entity of that recipient;

(iv) to the extent necessary to enable the recipient to properly perform its obligations under this Agreement, in which case the recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;

(v) the disclosure to a Governmental Authority is necessary to seek satisfaction of a Condition, provided that such Governmental Authority is made aware of the confidential nature of the information and is requested to keep the information confidential;

(vi) the disclosure is required by law in Australia or elsewhere;

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(vii) the disclosure is required for use in legal proceedings regarding any Transaction Document; or

(viii) each party to whom the information relates has consented in writing before the disclosure.

13.3 Extent of obligation

Each recipient must use reasonable endeavours to ensure that its Related Entity or Related Bodies Corporate, or any director, officer or employee or agent of that recipient or its Related Entity or Related Bodies Corporate, who has received Confidential Information from the recipient comply in all respects with the recipient's obligations under clause 13.2.

14 Miscellaneous

14.1 Further assurance

Each Party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other Party (at such other Party's cost and expense) to effectively carry out and give full effect to the terms and intentions of this Agreement.

14.2 Governing law

This Agreement shall be governed by and construed in accordance with the law from time to time in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts which hear appeals therefrom.

14.3 Variation

No modification or alteration of the terms of this Agreement shall be binding unless made in writing dated subsequent to the date of this Agreement and duly executed by the Parties.

14.4 Costs

(a) All Duty assessed on or in respect of this Agreement or the transfer of Tenements and (if applicable) M45/374 executed under it shall be paid by the Purchaser.

(b) Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.

14.5 Severance

If any provision of this Agreement is invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provision shall be and continue to be valid and forceful in accordance with their terms.

14.6 Entire Agreement

This Agreement and the other Transaction Documents together shall constitute the sole understanding of the Parties with respect to the transactions contemplated by the Transaction Documents, replaces all other agreements between the Parties with respect thereto (including the letter of intent between the Vendor, GAM and the Purchaser dated 20 December 2022. The Vendor and the Purchaser agree to terminate the non-disclosure agreement dated 25 November 2022 and the letter of intent dated 22 December 2022, each between the Purchaser and the Vendor, as at the date of this

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Agreement without further liability or obligation to any party under such agreements (except in the case of any antecedent breach).

14.7 Reliance

Each Party acknowledges that in agreeing to enter into this Agreement and the other Transaction Documents, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of any other Party before entering into this Agreement. Each Party waives all rights and remedies that it may have in respect of any such representation, warranty, collateral contract or other assurance including all rights and remedies under Part 7.10 of the Corporations Act, Part 2 Division 2 of the *Australian Securities and Investments Act 2001* (Cth), section 18, Schedule 2 (Australian Consumer Law) of the *Competition and Consumer Act 2010* (Cth) or any corresponding or equivalent provision of any legalisation having effect in any relevant jurisdiction.

14.8 Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

14.9 Time

Time shall be of the essence in this Agreement in all respects.

14.10 Assignment

None of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of (in the case of the Purchaser seeking to assign) the Vendor or (in the case of the Vendor or Vendor's Guarantor seeking to assign) the Purchaser.

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Schedule 1 Mining Tenements

Tenement	Holder	Caveat type and holder
M45/354	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
M45/375	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
M45/376	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
M45/377	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
L45/323	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC
L45/329	Global Advanced Metals Wodgina Pty Ltd (100%)	Consent caveat by RCF Management LLC

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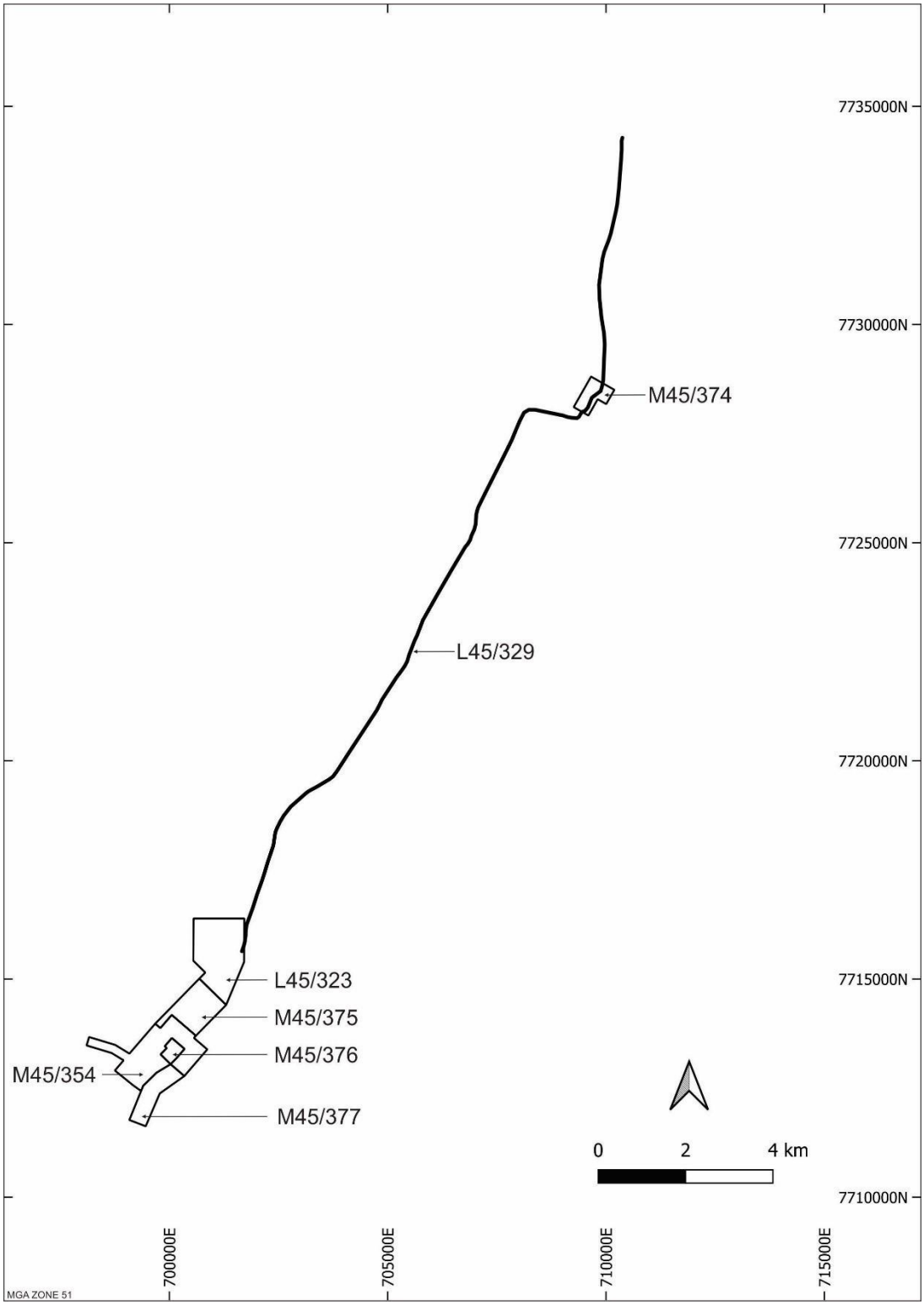
Schedule 2 Map of Tenements



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Schedule 3 Initial Exploration Program and Budget

Initial exploration budget for the Tabba Tabba Lithium Project
January 17th, 2023 - Samuel Ekins

Summary

Wildcat proposes a first-year minimum expenditure of $AUD 1M as a condition subsequent to the purchase of the Tabba Tabba Lithium Project, Pilbara, WA. The objective of the program is to conduct a first pass test of known LCT pegmatites on the Tabba Tabba tenements for lithium mineralization. Wildcat proposes an initial phase of reverse circulation (RC) and diamond (DD) drilling for approximately 6,000m. Phase Two exploration will be guided by the results of this initial program.

Proposed budget

The total budget for the program is expected to be $1.0M to $1.5M.
The program will comprise a mix of RC and DD for 6,000m of drilling. All intervals will be logged by a geologist, sampled, and sent to Perth for multielement analysis using 4A-Li/MS48 (or equivalent). The average cost of drilling (including mobilization) is expected to be $100/m and assay costs $50/sample. Incidental costs such as field consumables (sample bags, fuel, labor, accommodation, vehicles, transport, etc.) are expected to average $20/m:

Activity	Rate	Quantity	Total
drilling	$ 100	$ 6,000	$ 600,000
assay	$ 50	$ 6,000	$ 300,000
incidental	$ 20	$ 6,000	$ 120,000
		Total	**$1,020,000**

Target potential

At least 37 discrete outcropping pegmatite bodies have been mapped on the Tabba Tabba tenements. Of these, six are greater than 250m long and one has recorded drill intercepts of Li_2O mineralization (e.g. 8m at 1.42% Li_2O from 4m (TDRC002)). The drilling will test each of the six outcropping pegmatites. The target is 10Mt of Li_2O mineralized pegmatite.

Success criteria

Sufficient intervals of fractionated LCT pegmatite exhibiting potentially economic Li_2O mineralization or evidence of fractionated LCT pegmatite minerals such as spodumene, petalite, amblygonite and eucryptite to warrant further exploration.

Phase Two exploration

Following a success of Phase One, should wide zones of Li_2O mineralization be intercepted, aggressive resource drilling requiring multiple drill rigs to delineate Li_2O resources will be recommended as well as initial exploration to the west of the known outcropping pegmatites where outcrop is obscured by alluvial cover. If Li2O mineralization be indicated, but no economically wide or economic grade zones intercepted, then a second phase program appropriate to vector towards mineralization will be recommended. If no indications of economic minerals of any kind are found, then the next steps will be discussed with the board.

Schedule 4 Terms and Conditions of Performance Rights

1 Definitions

ASX	means ASX Limited or, as the context requires, the financial market known as the Australian Securities Exchanges operated by it.
Agreement	means the tenement sale agreement dated [●] 2023 between the Company, Global Advanced Metals Wodgina Pty Ltd and Global Advanced Metals Pty Ltd.
Board	means the board of directors of the Company.
Company	means Wildcat Resources Limited (ACN 098 236 938).
Conversion	means the conversion of a Performance Right into a Share and **Convert** has a corresponding meaning.
Corporations Act	means the *Corporations Act 2001* (Cth)
Expiry Date	means 5:00 pm (WST) on the date that is 5 years after the date of issue of the Performance Rights.
Listing Rules	means the ASX Listing Rules.
Performance Right	means a right to acquire one Share in accordance with the rules set out in these terms and conditions.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means a holder of Shares.
Takeover Event	means: • a person, or a group of associated persons, has a relevant interest in Shares to give that person or persons the ability, in a general meeting, to replace all or a majority of the board of directors of the Company; • a takeover bid under Chapter 6 of the Corporations Act is made in respect of the Company under which acceptances have been received for more than 50% of the Shares on issue and the bid is declared unconditional by the bidder; or • a court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies (including under Part 5.1 of the Corporations Act.
Takeover Restriction	has the meaning given in paragraph 2.3.
Tenements	means: • M45/354, M45/375, M45/376, M45/377, L45/323, and L45/329;

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	• if the Company or its related body corporate obtains 100% legal and beneficial interest in M45/374 as contemplated under the Agreement from Global Advanced Metals Wodgina Pty Ltd prior to Conversion, M45/374; and • any other mining tenement or tenements granted to the Company (or its related body corporate) which may be granted in lieu of or relate to the same ground as, the tenements set out above (as at the date of issue of the Performance Rights).
Vesting Condition	The Company announcing a 2012 JORC compliant resource contained on the Tenements of equal to or greater than 100,000 tonnes of Li_2O

2 Vesting and Entitlement to Shares

2.1 Each Performance Right will automatically vest and convert into Shares (on a one for one basis) upon:

(a) the Vesting Condition being satisfied; or

(b) a Takeover Event occurring.

2.2 Subject to satisfaction of the Vesting Condition, each Performance Right entitles the holder to be issued with one Share for nil cash consideration.

2.3 If the vesting or conversion of the Performance Rights (or any part thereof) would result in any person being in contravention of section 606(1) of the Corporations Act (**Takeover Restriction**) then the vesting or conversion (as the context requires) of those Performance Rights (or any part thereof) will be deferred until such later time or times that the vesting or conversion would not result in a contravention of the Takeover Restriction. The holder must give written notice to the Company if they consider that the vesting or conversion of those Performance Rights (or any part thereof) will result in the contravention of the Takeover Restriction, failing which the Company may assume the vesting or conversion of those Performance Rights will not result in any person being in contravention of the Takeover Restriction.

3 Expiry

3.1 Unvested Performance Rights will automatically expire on the Expiry Date.

3.2 For the avoidance of doubt, a Performance Right will not automatically expire on the Expiry Date if a Vesting Condition or a Takeover Event has occurred before the Expiry Date but the vesting or conversion of the Performance Right has been deferred in accordance with paragraph 2.3.

4 Transfer and encumbrances

4.1 A Performance Right is not transferrable, except by GAM (as holder) to any of its shareholders.

4.2 A holder must not grant or permit any security interest or other encumbrances over a Performance Right.

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5 Quotation of Performance Rights

5.1 The Company will not apply for quotation of the Performance Rights.

6 New issues

6.1 There are no participation rights or entitlements inherent in the Performance Rights and a holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights, such as a bonus issue or an entitlement issue.

7 Reorganisation

7.1 If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the holder in relation the Performance Rights held by the holder will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

7.2 Any calculations or adjustments which are required to be made in relation to paragraph 7.1 will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the holder.

7.3 The Company must, within a reasonable period (and in any case not later than 20 Business Days) of a reorganisation in paragraph 7.1 occurring, give to the holder notice of any change to the number of Shares which the holder is entitled to receive upon vesting of the Performance Rights.

8 Issue of Shares pursuant to Entitlement

8.1 As soon as practicable after the after the date on which Performance Rights vest (**Vesting Date**), the Company will:

(a) issue the number of Shares required under these terms and conditions in respect of the vested Performance Rights;

(b) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, provided that the giving of such notice will not cause the Company to breach any applicable laws or regulations (including the Listing Rules); and

(c) if admitted to the official list of ASX at the time, apply for and use reasonable endeavours to obtain official quotation on ASX of Shares issued pursuant to the Performance Rights.

8.2 If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, the Company must, as soon as is reasonably practicable (and not later than 20 Business Days) after the Vesting Date issue a prospectus pursuant to section 708A(11) of the Corporations Act to ensure no secondary trading restrictions apply to such Shares.

8.3 Subject to the Company's constitution, all Shares issued upon vesting of the Performance Rights will rank in all respects (including rights relating to dividends) equally with the existing fully paid ordinary shares of the Company at the date of issue.

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9 Other rights attaching to Performance Rights

9.1 The Performance Rights shall confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. The holders of the Performance Rights shall have the right to attend general meetings of the Company.

9.2 The Performance Rights do not confer:

(a) any right to vote, except as otherwise required by law;

(b) any entitlement to a dividend, whether fixed or at the discretion of the Board;

(c) any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; and

(d) any right to participate in the surplus profit or assets of the entity upon winding up.

10 Amendments required by ASX

10.1 These terms may be amended as necessary by the Board in order to comply with the Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the terms, provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

11 Governing law

11.1 These terms and the rights and obligations of the holder are governed by the laws of Western Australia. The holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia in this respect.

Schedule 5 Other limitations

1 Definitions

In this Schedule 5, unless the context or subject matter requires otherwise:

(a) **Defaulting Party** means the Purchaser or the Vendor (as the context requires) that is in breach of a warranty, or any other provision of the Transaction Documents, relating to, the subject matter of a Claim; and

(b) **Non-Defaulting Party** means the Purchaser or the Vendor (as the context requires) that is not the Defaulting Party.

2 Notice of Claims

If the Non-Defaulting Party becomes aware of a matter or circumstance which may give rise to a Claim, the Non-Defaulting Party must give notice to the Defaulting Party specifying the relevant facts and the nature of the Claim as soon as reasonably practicable (and in any event within 20 Business Days) after it becomes aware of that matter or circumstance. A breach of this paragraph 2 shall not prejudice the Non-Defaulting Party's rights and remedies hereunder in respect of such Claim (except to the extent that the Loss which is the subject of the Claim is increased by such breach).

3 Time Limit on Claims

The Defaulting Party shall have no liability for breach of warranty or other Claim unless the Non-Defaulting Party has given written notice of the Claim to the Defaulting Party (as the case may be) before the date which is eighteen (18) months after the date of this Agreement.

4 Mitigation of loss

The Defaulting Party is not liable in respect of any Claim for any Loss arising out of or in connection with a breach of warranty by the Non-Defaulting Party or any other provision of any Transaction Document to the extent that such Loss would likely have been avoided by the Non-Defaulting Party or its related bodies corporate taking reasonable steps after becoming aware of the breach to avoid that Loss.

5 Exclusion of liability for certain Losses

Neither Party shall be liable in respect of any Claim for any Loss arising from a breach of warranty, or a breach of any other provision of a Transaction Document, that comprises the following categories of loss:

(a) loss of revenue or profit of any nature;

(b) failure to realise anticipated savings or benefits;

(c) loss of reputation, damage to goodwill or reputational damage;

(d) punitive or aggravated damages;

(e) loss or denial of opportunity; or

(f) loss arising from business interruption

even if that Loss arises naturally or in the usual course of things from the breach which gave rise to that Claim.

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6 Right to remedy

If the matter or circumstance giving rise to a Claim is capable of remedy, the Non-Defaulting Party must procure that the Defaulting Party is given a 20 Business Day period to remedy the relevant matter or circumstance and must, without prejudice to paragraph 3 above, provide all such assistance as is reasonably requested by the Defaulting Party (at the cost of the Defaulting Party) to remedy the relevant matter or circumstance.

7 Repayment of Claim Related Benefits

7.1 If the Defaulting Party makes a payment in respect of a Claim (the **Claim Payment**) and the Non-Defaulting Party or its Related Entities subsequently:

(a) receives any sum (other than the Claim Payment) which it would not have received but for the circumstances giving rise to the Claim or but for the Defaulting Party's payment of the Claim Payment; or

(b) becomes entitled to a Tax Benefit in connection with the Claim, the circumstances giving rise to the Claim or payment of the Claim which was not taken into account under paragraph 7.1(a) above,

(each, a **Claim Related Benefit**), then the provisions of paragraph 7.2 below will apply.

7.2 If this paragraph 7.1 applies, the Non-Defaulting Party must:

(a) procure that full details of the Claim Related Benefit are given to the Defaulting Party as soon as practicable and in any event within 10 Business Days after the date on which the Non-Defaulting Party or its Related Entities receives or becomes entitled to (as the case may be) the Claim Related Benefit (the **Benefit Date**); and

(b) if the aggregate of the amount of the Claim Related Benefit and the Claim Payment exceeds the amount required to compensate the Non-Defaulting Party in full for the loss or liability which gave rise to the Claim in question (such excess being the **Excess Recovery**), the Non-Defaulting Party must, as soon as reasonably practicable and in any event within 10 Business Days after the Benefit Date, repay to the Defaulting Party an amount equal to the lesser of the Excess Recovery and the Claim Payment, after deducting all costs incurred by the Non-Defaulting Party or its Related Entities in recovering the Claim Related Benefit.

For the purpose of this paragraph 7, the date on which a Purchaser or its Related Entities becomes entitled to a Tax Benefit includes, as appropriate, the date when the Taxation would otherwise have been due to avoid interest or penalties which are not due by virtue of the Tax Benefit.

8 No Duplication of Recovery

No Non-Defaulting Party shall be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity from a Defaulting Party more than once in respect of the same Loss, regardless of whether more than one Claim arises in respect of it.

9 Separate and independent limitations

Each qualification and limitation in this Schedule is separate and independent and is not limited by any other qualification or limitation.

10 Fraud, Wilful Misconduct and Fraudulent Misrepresentation

Nothing in this Agreement shall limit the Non-Defaulting Party's ability to make a Claim under this Agreement arising due to fraud, wilful misconduct or fraudulent misrepresentation by the Defaulting Party.

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Schedule 6 Purchaser Tenements

Tenement	Holder
NSW Tenements	
EL 6372	Wildcat Resources Limited (100%)
EL 7844	Wildcat Resources Limited (100%)
EL 8606	Wildcat Resources Limited (100%)
WA Tenements	
E34/5612	Wildcat Resources Limited (100%)
E45/5623	Wildcat Resources Limited (100%)
E45/6200	Wildcat Resources Limited (100%)
E45/6201	Wildcat Resources Limited (100%)
E45/6202	Wildcat Resources Limited (100%)
E45/6203	Wildcat Resources Limited (100%)
E45/6204	Wildcat Resources Limited (100%)
E45/6205	Wildcat Resources Limited (100%)

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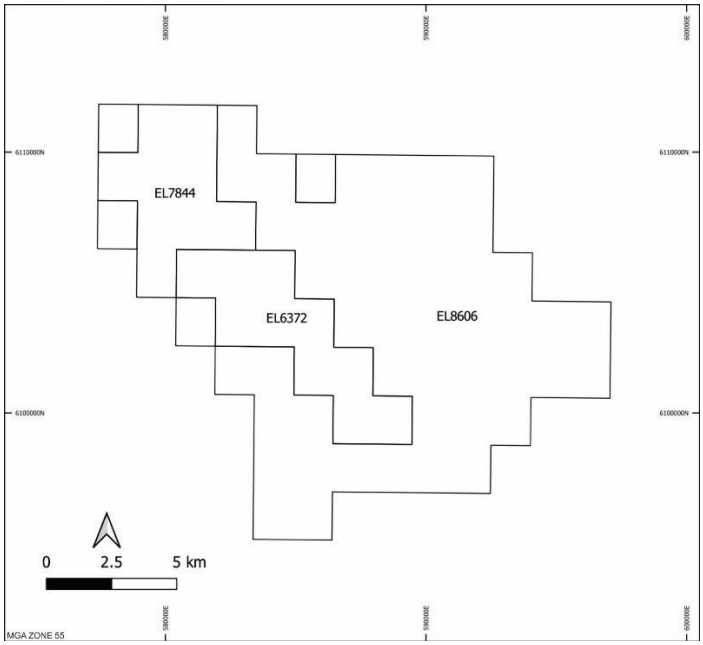
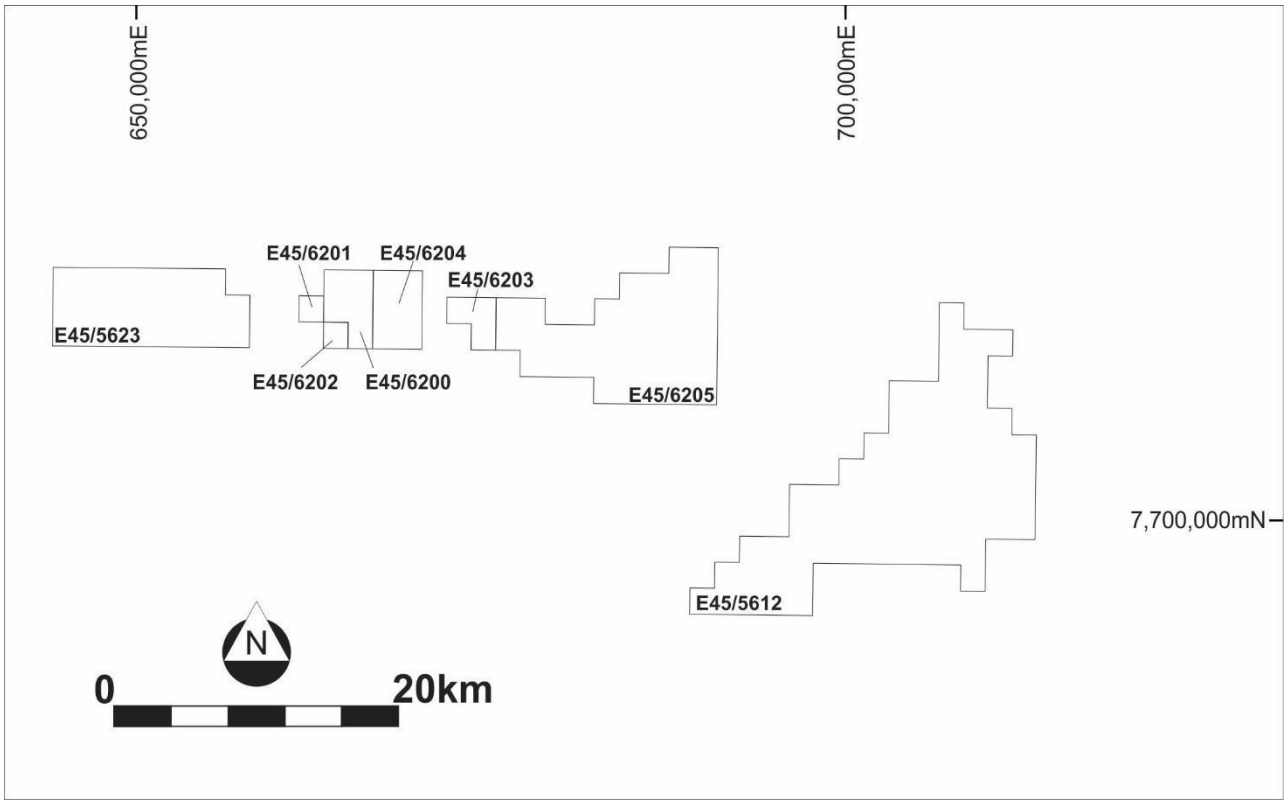
Schedule 7 Map of Purchaser Tenements

Mt Adrah, NSW



Bolt Cutter, WA



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Schedule 8 Details of the Purchaser Group Companies

Company Name	Wildcat Resources Limited
ACN	098 236 938
Directors	Matthew Banks Sam Ekins Alexander Hewlett Jeff Elliott
Company Secretary	James Bahen

Company Name	Wildcat Minerals Pty Ltd
ACN	626 519 462
Directors	Matthew Banks Alexander Hewlett
Company Secretary	James Bahen
Shares on issue	17,664,201 fully paid ordinary shares
Shareholder	Wildcat Resources Limited (100%)

Company Name	Wildcat Gold Pty Ltd
ACN	624 787 417
Directors	Matthew Banks Alexander Hewlett
Company Secretary	James Bahen
Shares on issue	120 fully paid ordinary shares
Shareholder	Wildcat Minerals Pty Ltd (100%)

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Schedule 9 Post-Settlement Shareholdings

Capital Structure	
Shares	**Number**
Shares currently on issue	**662,022,727**
Shares to be issued under the Capital Raising	200,000,000
Consideration Shares to be issued	186,660,512
Shares to be issued to Harvis as transaction success fee	10,000,000
Post-Settlement Shares	**1,058,683,239**
Options	**Number**
Options currently on issue	**41,000,000**
Options to be issued as transaction success fee	30,000,000
Options to be issued as an introduction fee to Mr Hewlett	30,000,000
Options to be issued to management	22,500,000
Post-Settlement Options	**123,500,000**
Performance Rights	**Number**
Performance Rights currently on issue	**134,000,000**
Performance Rights to be issued under the Proposed Transaction	62,220,171
Post-Settlement Performance Rights	**196,220,171**

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Execution Page

EXECUTED as an Agreement on 12 May 2023.

EXECUTED by Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director

Signature of Director / Company Secretary
(delete as applicable)

Glenn Williams
Name of Director
(Please print)

John Taylor
Name of ~~Director~~ / Company Secretary
(Please print)

EXECUTED by Global Advanced Metals Pty Ltd (ACN 139 987 465) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director

Signature of ~~Director~~ / Company Secretary
(delete as applicable)

Name of Director
(Please print)

Glenn Williams
Name of ~~Director~~ / Company Secretary
(Please print)

EXECUTED by Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director

Signature of Director / Company Secretary
(delete as applicable)

Glenn Williams
Name of Director
(Please print)

John Taylor
Name of ~~Director~~ / Company Secretary
(Please print)

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Execution Page

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EXECUTED by Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director	Signature of Director / Company Secretary (delete as applicable)
Name of Director (Please print)	Name of Director / Company Secretary (Please print)

EXECUTED by Global Advanced Metals Pty Ltd (ACN 139 987 465) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director	Signature of Director / Company Secretary (delete as applicable)
Andrew O'Donovan	
Name of Director (Please print)	Name of Director / Company Secretary (Please print)

EXECUTED by Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director	Signature of Director / Company Secretary (delete as applicable)
Name of Director (Please print)	Name of Director / Company Secretary (Please print)

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EXECUTED by Wildcat Resources Limited)
(ACN 098 236 938) in accordance with section)
127(1) of the Corporations Act 2001

Signature of Director	Signature of Director / Company Secretary (delete as applicable)
Matthew Banks	James Bahen
Name of Director (Please print)	Name of Director / Company Secretary (Please print)

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14 June 2023

Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239);
Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284); and
Global Advanced Metals Pty Ltd (ACN 139 987 465),

each of Gate 4, Maranup Ford Road
Greenbushes WA 6254

Attention: Executive General Manager

By Email: LegalAU@globaladvancedmetals.com

Dear Mr Glenn Williams,

Tenement Sale Agreement - variation to vesting condition for Consideration Performance Securities

I refer to the Tenement Sale Agreement entered into between Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239) (**Vendor**), Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284) (**GAMG**), Global Advanced Metals Pty Ltd (ACN 139 987 465) (**GAM** or **Vendor's Guarantor**), and Wildcat Resources Limited (ACN 098 236 938) (**Wildcat** or **Purchaser**) (together, the **Parties**) dated 12 May 2023 (**Tenement Sale Agreement**). The parties intend for this letter to be executed as a deed.

Unless the context otherwise requires, capitalised terms used in this letter but not defined have the meanings attributed to them in the Tenement Sale Agreement.

Amendment to Clause 2.3

In accordance with clause 14.3 of the Tenement Sale Agreement, the Parties agree to vary the terms of clause 2.3(a) of the Tenement Sale Agreement by replacing the words "*the date that is 20 Business Days after the date of this Agreement*" with "*19 June 2023*".

Vesting Condition

The Parties acknowledge that the ASX raised an issue in respect of the Consideration Performance Securities proposed to be issued to the Vendor pursuant to the Tenement Sale Agreement, in particular the Vesting Condition set out in Schedule 4.

In accordance with clause 14.3 of the Tenement Sale Agreement, the Parties agree to vary Schedule 4 of the Tenement Sale Agreement by:

1. Deleting the existing definition of 'Agreement' in Schedule 4, Clause 1 of the Tenement Sale Agreement and substituting it with the following:

   *"**Agreement** means the tenement sale agreement dated 12 May 2023 between the Company, Global Advanced Metals Wodgina Pty Ltd and Global Advanced Metals Pty Ltd as amended by a variation letter dated 14 June 2023."*

2. Inserting in Schedule 4, Clause 1 the following definition immediately after the defined term 'Expiry Date' and before the defined term 'Listing Rules':

*"**Inferred Mineral Resource** has the meaning given to that term in The JORC Code 2012 edition or any amended or restated version of the JORC Code."*

3. Deleting the existing definition of 'Vesting Condition' in Schedule 4, Clause 1 of the Tenement Sale Agreement and substituting it with the following:

   *"**Vesting Condition** The Company announcing an Inferred Mineral Resource on the Tenements of equal to or greater than 100,000 tonnes of contained Li_2O, with a cut-off grade of 0.1% Li_2O."*

For the avoidance of doubt, the full terms and conditions of the Consideration Performance Rights (as amended by the terms of this variation letter) are set out at **Annexure A** to this variation letter.

For clarity, the Parties further agree that, notwithstanding the express cut-off grade specified in the Vesting Condition as varied:

4. The cut-off grade for the purposes of the Vesting Condition will be set at either 0.1% Li2O or, subject to clauses 5 and 6 below, at a cut-off grade deemed appropriate by the Competent Person employed or otherwise engaged by Wildcat (**WC8 Competent Person**) to complete the Mineral Resource Estimate (as those terms are defined in The JORC Code 2012 edition or any amended or restated version of the JORC Code) at the time of the relevant announcement (**Wildcat Determination**).

5. Notwithstanding clause 14.2 of the Tenement Sale Agreement and paragraph 7 below, each of the Vendor and RCF shall have the right to, within 10 days of receiving the Wildcat Determination in accordance with paragraph 4 above, notify Wildcat in writing that they dispute the Wildcat Determination (**Cut-off Dispute**) and require that it is reviewed by an independent Competent Person engaged by the Vendor and RCF (**GAM Competent Person**) (at their cost) (**Review**).

6. If there is a variance between the Wildcat Determination and the results of the Review, the Parties agree to use reasonable endeavours to procure that the WC8 Competent Person and the GAM Competent Person (together, the **Competent Persons**) discuss in good faith, for a period of not less than 10 days to reach an agreement on the appropriate cut-off grade (**CP Negotiation Period**). If the Competent Persons are able to agree on an appropriate cut-off grade prior to the expiry of the CP Negotiation Period, the cut-off grade agreed on by the Competent Persons shall be final and binding upon the parties.

7. If the Competent Persons are unable to agree on an appropriate cut-off grade prior to the CP Negotiation Period in accordance with paragraph 6, Wildcat, RCF and the Vendor shall, as soon as practicable and in any case not later than 5 days after the date of expiry of the CP Negotiation Period, agree upon, and nominate another independent Competent Person (**Expert**), who shall determine the appropriate cut-off grade (**Expert Determination**). If Wildcat, RCF and the Vendor are unable to agree on who shall be the Expert, the Expert shall be appointed by the Australasian Institute of Mining and Metallurgy. The Expert appointed under this paragraph 7 shall act as an expert and not as an arbitrator and the cut-off grade determined by the Expert shall be final and binding upon the parties. Details of the Expert Determination are to be kept private and confidential unless otherwise agreed to by Wildcat, RCF and the Vendor and the costs in relation to the Expert Determination shall be apportioned between the Parties as the Expert thinks fit, otherwise the Parties will each bear their own costs and share in the

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costs of the Expert equally (as between Wildcat on the one hand and RCF and the Vendor on the other hand).

8. If the Expert does not determine the appropriate cut-off grade within 30 days of their appointment, either party may terminate the Expert's appointment by written notice and the Parties shall agree upon and nominate another new Expert in accordance with the same procedures set out in paragraph 7 except that the date of such termination will be treated as the date of expiry of the CP Negotiation Period for the purposes of paragraph 7.

9. Notwithstanding section 11 of the terms and conditions of the Performance Rights (as set out in Annexure A of this variation letter), if there is a dispute between the Parties in relation to the terms and conditions of the Performance Rights (except in the case of a Cut-off Dispute which shall be determined in accordance with paragraphs 4 to 8 above) (**Dispute**), the Parties will negotiate in good faith to reach agreement on the matter or matters in Dispute, and should an agreement fail to be reached within 10 days then, unless otherwise agreed:

    a. each Party agrees that the Dispute must be referred for mediation in accordance with the mediation rules of the Resolution Institute (**Mediation Referral**), at the request of the Vendor or the Purchaser, to: (i) a mediator agreed on by the Vendor and the Purchaser; or (ii) if the Vendor and Purchaser are unable to agree on a mediator within 7 days, a mediator nominated by the then current president of the Resolution Institute;
    b. the role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on the Vendor or the Purchaser unless that Party has so agreed in writing;
    c. any information or documents disclosed by the Vendor or the Purchaser in connection with the mediation must be kept confidential, and may not be used except to attempt to resolve the Dispute;
    d. each Party to the Dispute must bear its own costs of complying with its obligations under this clause, and the Parties to the Dispute must bear equally the costs of any mediator engaged; and
    e. if the Dispute is not resolved within 30 days of the Mediation Referral, the Dispute shall not be resolved in accordance with this paragraph 7.

For the avoidance of doubt, each Party unconditionally and irrevocably agrees with each other party: (a) to be or continue to be bound by its obligations under the Tenement Sale Agreement (as varied by this variation letter) and to perform its obligations under the Tenement Sale Agreement (as varied by this variation letter); and (b) that, except to the extent of the variations and amendments effected by this letter, the provisions of the Tenement Sale Agreement will, in all other respects, continue to apply in full force and effect.

Clauses 1 and 12 through 14 (inclusive) of the Tenement Sale Agreement shall apply to this variation letter as if incorporated into this variation letter *mutatis mutandis,* except that references in those clauses to "Agreement" shall refer to this variation letter.

If the Vendor, GAMG and GAM are agreeable to the terms of this variation letter (and the resulting variation to the Tenement Sale Agreement), please arrange for this variation letter to be executed by each of the Vendor, GAMG and GAM and returned to the Purchaser as soon as possible. This variation letter shall constitute a Transaction Document and clause 14.8 of the Tenement Sale Agreement (Counterparts) applies equally to this variation letter. In the event of any inconsistency between this variation letter and the Tenement Sale Agreement, this variation letter shall prevail to the extent of the inconsistency.

Executed as a deed

EXECUTED by Wildcat Resources Limited (ACN 098 236 938) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director	Signature of ~~Director~~ / Company Secretary (delete as applicable)
Sam Ekins	James Bahen
Name of Director (Please print)	Name of ~~Director~~ / Company Secretary (Please print)

EXECUTED by Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director	Signature of ~~Director~~ / Company Secretary (delete as applicable)
BRETT BEATTY	John Taylor
Name of Director (Please print)	Name of ~~Director~~ / Company Secretary (Please print)

EXECUTED by Global Advanced Metals Pty Ltd (ACN 139 987 465) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director	Signature of ~~Director~~ / Company Secretary (delete as applicable)
BRETT BEATTY	John Taylor
Name of Director (Please print)	Name of ~~Director~~ / Company Secretary (Please print)

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EXECUTED by Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director	Signature of ~~Director~~ / Company Secretary (delete as applicable)
BRETT BEATTY	John Taylor
Name of Director (Please print)	Name of ~~Director~~ / Company Secretary (Please print)

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Annexure A Terms and conditions of Performance Rights

The full terms and conditions of the Performance Rights to be issued to the Vendor are as follows:

1 Definitions

ASX	means ASX Limited or, as the context requires, the financial market known as the Australian Securities Exchanges operated by it.
Agreement	means the tenement sale agreement dated 12 May 2023 between the Company, Global Advanced Metals Wodgina Pty Ltd and Global Advanced Metals Pty Ltd as amended by a variation letter dated 14 June 2023.
Board	means the board of directors of the Company.
Company	means Wildcat Resources Limited (ACN 098 236 938).
Conversion	means the conversion of a Performance Right into a Share and **Convert** has a corresponding meaning.
Corporations Act	means the *Corporations Act 2001* (Cth)
Expiry Date	means 5:00 pm (WST) on the date that is 5 years after the date of issue of the Performance Rights.
Inferred Mineral Resource	has the meaning given to that term in The JORC Code 2012 edition or any amended or restated version of the JORC Code.
Listing Rules	means the ASX Listing Rules.
Performance Right	means a right to acquire one Share in accordance with the rules set out in these terms and conditions.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means a holder of Shares.
Takeover Event	means:

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	• a person, or a group of associated persons, has a relevant interest in Shares to give that person or persons the ability, in a general meeting, to replace all or a majority of the board of directors of the Company; • a takeover bid under Chapter 6 of the Corporations Act is made in respect of the Company under which acceptances have been received for more than 50% of the Shares on issue and the bid is declared unconditional by the bidder; or • a court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies (including under Part 5.1 of the Corporations Act.
Takeover Restriction	has the meaning given in paragraph 2.3.
Tenements	means: • M45/354, M45/375, M45/376, M45/377, L45/323, and L45/329; • if the Company or its related body corporate obtains 100% legal and beneficial interest in M45/374 as contemplated under the Agreement from Global Advanced Metals Wodgina Pty Ltd prior to Conversion, M45/374; and • any other mining tenement or tenements granted to the Company (or its related body corporate) which may be granted in lieu of or relate to the same ground as, the tenements set out above (as at the date of issue of the Performance Rights).
Vesting Condition	The Company announcing an Inferred Mineral Resource on the Tenements of equal to or greater than 100,000 tonnes of contained Li2O, with a cut-off grade of 0.1% Li_2O.

2 Vesting and Entitlement to Shares

2.1 Each Performance Right will automatically vest and convert into Shares (on a one for one basis) upon:

(a) the Vesting Condition being satisfied; or

(b) a Takeover Event occurring.

2.2 Subject to satisfaction of the Vesting Condition, each Performance Right entitles the holder to be issued with one Share for nil cash consideration.

2.3 If the vesting or conversion of the Performance Rights (or any part thereof) would result in any person being in contravention of section 606(1) of the Corporations

Act (**Takeover Restriction**) then the vesting or conversion (as the context requires) of those Performance Rights (or any part thereof) will be deferred until such later time or times that the vesting or conversion would not result in a contravention of the Takeover Restriction. The holder must give written notice to the Company if they consider that the vesting or conversion of those Performance Rights (or any part thereof) will result in the contravention of the Takeover Restriction, failing which the Company may assume the vesting or conversion of those Performance Rights will not result in any person being in contravention of the Takeover Restriction.

3 Expiry

3.1 Unvested Performance Rights will automatically expire on the Expiry Date.

3.2 For the avoidance of doubt, a Performance Right will not automatically expire on the Expiry Date if a Vesting Condition or a Takeover Event has occurred before the Expiry Date but the vesting or conversion of the Performance Right has been deferred in accordance with paragraph 2.3.

4 Transfer and encumbrances

4.1 A Performance Right is not transferrable, except by GAM (as holder) to any of its shareholders.

4.2 A holder must not grant or permit any security interest or other encumbrances over a Performance Right.

5 Quotation of Performance Rights

5.1 The Company will not apply for quotation of the Performance Rights.

6 New issues

6.1 There are no participation rights or entitlements inherent in the Performance Rights and a holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights, such as a bonus issue or an entitlement issue.

7 Reorganisation

7.1 If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the holder in relation the Performance Rights held by the holder will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

7.2 Any calculations or adjustments which are required to be made in relation to paragraph 7.1 will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the holder.

7.3 The Company must, within a reasonable period (and in any case not later than 20 Business Days) of a reorganisation in paragraph 7.1 occurring, give to the holder notice of any change to the number of Shares which the holder is entitled to receive upon vesting of the Performance Rights.

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8 Issue of Shares pursuant to Entitlement

8.1 As soon as practicable after the after the date on which Performance Rights vest (**Vesting Date**), the Company will:

8.2 issue the number of Shares required under these terms and conditions in respect of the vested Performance Rights;

8.3 give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, provided that the giving of such notice will not cause the Company to breach any applicable laws or regulations (including the Listing Rules); and

8.4 if admitted to the official list of ASX at the time, apply for and use reasonable endeavours to obtain official quotation on ASX of Shares issued pursuant to the Performance Rights.

8.5 If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, the Company must, as soon as is reasonably practicable (and not later than 20 Business Days) after the Vesting Date issue a prospectus pursuant to section 708A(11) of the Corporations Act to ensure no secondary trading restrictions apply to such Shares.

8.6 Subject to the Company's constitution, all Shares issued upon vesting of the Performance Rights will rank in all respects (including rights relating to dividends) equally with the existing fully paid ordinary shares of the Company at the date of issue.

9 Other rights attaching to Performance Rights

9.1 The Performance Rights shall confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. The holders of the Performance Rights shall have the right to attend general meetings of the Company.

9.2 The Performance Rights do not confer:

(a) any right to vote, except as otherwise required by law;

(b) any entitlement to a dividend, whether fixed or at the discretion of the Board;

(c) any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; and

(d) any right to participate in the surplus profit or assets of the entity upon winding up.

10 Amendments required by ASX

10.1 These terms may be amended as necessary by the Board in order to comply with the Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the terms, provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

11 Governing law

11.1 These terms and the rights and obligations of the holder are governed by the laws of Western Australia. The holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia in this respect.

WILDCAT RESOURCES

18 August 2023

Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239);
Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284); and
Global Advanced Metals Pty Ltd (ACN 139 987 465),

each of Gate 4, Maranup Ford Road
Greenbushes WA 6254

Attention: Executive General Manager

By Email: LegalAU@globaladvancedmetals.com

Dear Mr Glenn Williams,

Variation to Tenement Sale Agreement and the Letter of Consent to Commence Drilling Operations

I refer to:

a) the Tenement Sale Agreement entered into between Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239) (**Vendor**), Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284) (**GAMG**), Global Advanced Metals Pty Ltd (ACN 139 987 465) (**GAM** or **Vendor's Guarantor**), and Wildcat Resources Limited (ACN 098 236 938) (**Wildcat** or **Purchaser**) (together, the **Parties**) dated 12 May 2023 as amended by a variation letter dated 14 June 2023 (**Tenement Sale Agreement**); and

b) the letter of consent to commence drilling operations on mining tenements M45/354, M45/375, M45/376 and M45/377 between GAM and Wildcat date 23 June 2023 (**Consent Letter**).

The parties intend for this letter to be executed as a deed.

Unless the context otherwise requires, capitalised terms used in this letter but not defined have the respective meanings attributed to them in the Tenement Sale Agreement and the Consent Letter (as applicable).

1. *Amendments to Tenement Sale Agreement*

In accordance with clause 14.3 of the Tenement Sale Agreement, the Parties agree to:

a) vary the definition of "Sunset Date" in clause 1.1 of the Tenement Sale Agreement by replacing the words "*30 September 2023*" with "*30 November 2023*";

b) vary clause 2.7 of the Tenement Sale Agreement by replacing the words "*except if the Condition in clause 2.1(c) is the only Condition not to have been so satisfied or waived by such date despite the Vendor having complied with its obligations under this clause 2 in respect of such Condition*" with:

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"except if the Conditions in clauses 2.1(c) and 2.1(d) are the only Conditions not to have been so satisfied or waived by such date despite the Vendor and the Purchaser having complied with each of their respective obligations under this clause 2 in respect of each of the Conditions in clauses 2.1(c) and 2.1(d)"

c) vary Schedule 4 of the Tenement Sale Agreement by replacing paragraph 4.1 with:

"A Performance Right is not transferrable, except by GAM (as holder) to any of its shareholders or direct or indirect wholly-owned subsidiaries"

For the avoidance of doubt, the full terms and conditions of the Consideration Performance Rights (as amended by the terms of this variation letter) are set out in Annexure A to this variation letter.

Clauses 1 and 12 through 14 (inclusive) of the Tenement Sale Agreement shall apply to this section 1 of this variation letter as if incorporated into this variation letter *mutatis mutandis,* except that references in those clauses to "Agreement" shall refer to this variation letter.

2. *Consent Letter*

The Parties acknowledge that GAMW is the registered holder of the mining tenements which are the subject of the Consent Letter as at the date of this letter. Accordingly:

a) the consent given by GAM pursuant to clause 1 of the Consent Letter shall be read as if it was given by GAMW at the time of entry into the Consent Letter;

b) GAM shall procure that GAMW performs GAM's obligations under the Consent Letter as if GAMW had been expressly named in the Consent Letter instead of GAM at the time of entry into the Consent Letter; and

c) GAM shall hold the benefit of the Consent Letter (including the covenants given by Wildcat pursuant to clause 2.1 of the Consent Letter) on behalf of GAMW and may enforce the Consent Letter against Wildcat on behalf of GAMW.

The Parties agree to vary clause 7 of the Consent Letter by inserting the words "*(as varied, modified, restated and/or amended from time to time)*" immediately after the words "*This Agreement*".

Clauses 6, 8 and 9 of the Consent Letter shall apply to this section 2 of this variation letter as if incorporated into this variation letter *mutatis mutandis,* except that references in those clauses to "Agreement" shall refer to this variation letter.

3. *Variation*

If the Vendor, GAMG and GAM are agreeable to the terms of this variation letter (and the resulting variation to the Tenement Sale Agreement and Consent Letter), please arrange for this variation letter to be executed by each of the Vendor, GAMG and GAM and returned to the Purchaser as soon as possible. Save for section 2, this variation letter shall constitute a Transaction Document and clause 14.8 of the Tenement Sale Agreement (Counterparts) applies equally to this variation letter.

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In the event of any inconsistency between this variation letter and the Tenement Sale Agreement or the Consent Letter (as applicable), this variation letter shall prevail to the extent of the inconsistency.

Executed as a deed

EXECUTED by Wildcat Resources Limited (ACN 098 236 938) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director

SAMUEL ELGINS

Name of Director
(Please print)

Signature of Director / Company Secretary
(delete as applicable)

Matthew Banks

Name of Director / Company Secretary
(Please print)

EXECUTED by Global Advanced Metals Wodgina Pty Ltd (ACN 125 585 239) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director

Glenn Williams

Name of Director
(Please print)

Signature of Director / Company Secretary
(delete as applicable)

John Taylor

Name of ~~Director~~ / Company Secretary
(Please print)

EXECUTED by Global Advanced Metals Pty Ltd (ACN 139 987 465) in accordance with section 127(1) of the Corporations Act 2001)

Signature of Director

Andrew O'Donovan

Name of Director
(Please print)

Signature of ~~Director~~ / Company Secretary
(delete as applicable)

Glenn Williams

Name of ~~Director~~ / Company Secretary
(Please print)

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EXECUTED by Global Advanced Metals Greenbushes Pty Ltd (ACN 125 585 284) in accordance with section 127(1) of the Corporations Act 2001)
)

Signature of Director

Glenn Williams
Name of Director
(Please print)

Signature of Director / Company Secretary
(delete as applicable)

John Taylor
Name of ~~Director~~ / Company Secretary
(Please print)

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Annexure A Terms and conditions of Performance Rights

The full terms and conditions of the Performance Rights to be issued to the Vendor are as follows:

1 Definitions

ASX	means ASX Limited or, as the context requires, the financial market known as the Australian Securities Exchanges operated by it.
Agreement	means the tenement sale agreement dated 12 May 2023 between the Company, Global Advanced Metals Wodgina Pty Ltd and Global Advanced Metals Pty Ltd as amended by variation letters dated 23 June 2023 and 18 August 2023.
Board	means the board of directors of the Company.
Company	means Wildcat Resources Limited (ACN 098 236 938).
Conversion	means the conversion of a Performance Right into a Share and **Convert** has a corresponding meaning.
Corporations Act	means the *Corporations Act 2001* (Cth)
Expiry Date	means 5:00 pm (WST) on the date that is 5 years after the date of issue of the Performance Rights.
Inferred Mineral Resource	has the meaning given to that term in The JORC Code 2012 edition or any amended or restated version of the JORC Code.
Listing Rules	means the ASX Listing Rules.
Performance Right	means a right to acquire one Share in accordance with the rules set out in these terms and conditions.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means a holder of Shares.
Takeover Event	means:

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- a person, or a group of associated persons, has a relevant interest in Shares to give that person or persons the ability, in a general meeting, to replace all or a majority of the board of directors of the Company;
- a takeover bid under Chapter 6 of the Corporations Act is made in respect of the Company under which acceptances have been received for more than 50% of the Shares on issue and the bid is declared unconditional by the bidder; or
- a court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies (including under Part 5.1 of the Corporations Act.

Takeover Restriction has the meaning given in paragraph 2.3.

Tenements means:

- M45/354, M45/375, M45/376, M45/377, L45/323, and L45/329;
- if the Company or its related body corporate obtains 100% legal and beneficial interest in M45/374 as contemplated under the Agreement from Global Advanced Metals Wodgina Pty Ltd prior to Conversion, M45/374; and
- any other mining tenement or tenements granted to the Company (or its related body corporate) which may be granted in lieu of or relate to the same ground as, the tenements set out above (as at the date of issue of the Performance Rights).

Vesting Condition The Company announcing an Inferred Mineral Resource on the Tenements of equal to or greater than 100,000 tonnes of contained Li2O, with a cut-off grade of 0.1% Li_2O.

2 Vesting and Entitlement to Shares

2.1 Each Performance Right will automatically vest and convert into Shares (on a one for one basis) upon:

(a) the Vesting Condition being satisfied; or

(b) a Takeover Event occurring.

2.2 Subject to satisfaction of the Vesting Condition, each Performance Right entitles the holder to be issued with one Share for nil cash consideration.

2.3 If the vesting or conversion of the Performance Rights (or any part thereof) would result in any person being in contravention of section 606(1) of the Corporations

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Act (**Takeover Restriction**) then the vesting or conversion (as the context requires) of those Performance Rights (or any part thereof) will be deferred until such later time or times that the vesting or conversion would not result in a contravention of the Takeover Restriction. The holder must give written notice to the Company if they consider that the vesting or conversion of those Performance Rights (or any part thereof) will result in the contravention of the Takeover Restriction, failing which the Company may assume the vesting or conversion of those Performance Rights will not result in any person being in contravention of the Takeover Restriction.

3 Expiry

3.1 Unvested Performance Rights will automatically expire on the Expiry Date.

3.2 For the avoidance of doubt, a Performance Right will not automatically expire on the Expiry Date if a Vesting Condition or a Takeover Event has occurred before the Expiry Date but the vesting or conversion of the Performance Right has been deferred in accordance with paragraph 2.3.

4 Transfer and encumbrances

4.1 A Performance Right is not transferrable, except by GAM (as holder) to any of its shareholders or direct or indirect wholly-owned subsidiaries.

4.2 A holder must not grant or permit any security interest or other encumbrances over a Performance Right.

5 Quotation of Performance Rights

5.1 The Company will not apply for quotation of the Performance Rights.

6 New issues

6.1 There are no participation rights or entitlements inherent in the Performance Rights and a holder will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights, such as a bonus issue or an entitlement issue.

7 Reorganisation

7.1 If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the holder in relation the Performance Rights held by the holder will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

7.2 Any calculations or adjustments which are required to be made in relation to paragraph 7.1 will be made by the Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the holder.

7.3 The Company must, within a reasonable period (and in any case not later than 20 Business Days) of a reorganisation in paragraph 7.1 occurring, give to the holder notice of any change to the number of Shares which the holder is entitled to receive upon vesting of the Performance Rights.

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8 Issue of Shares pursuant to Entitlement

8.1 As soon as practicable after the after the date on which Performance Rights vest (**Vesting Date**), the Company will:

8.2 issue the number of Shares required under these terms and conditions in respect of the vested Performance Rights;

8.3 give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, provided that the giving of such notice will not cause the Company to breach any applicable laws or regulations (including the Listing Rules); and

8.4 if admitted to the official list of ASX at the time, apply for and use reasonable endeavours to obtain official quotation on ASX of Shares issued pursuant to the Performance Rights.

8.5 If the Company is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, the Company must, as soon as is reasonably practicable (and not later than 20 Business Days) after the Vesting Date issue a prospectus pursuant to section 708A(11) of the Corporations Act to ensure no secondary trading restrictions apply to such Shares.

8.6 Subject to the Company's constitution, all Shares issued upon vesting of the Performance Rights will rank in all respects (including rights relating to dividends) equally with the existing fully paid ordinary shares of the Company at the date of issue.

9 Other rights attaching to Performance Rights

9.1 The Performance Rights shall confer on the holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. The holders of the Performance Rights shall have the right to attend general meetings of the Company.

9.2 The Performance Rights do not confer:

(a) any right to vote, except as otherwise required by law;

(b) any entitlement to a dividend, whether fixed or at the discretion of the Board;

(c) any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise; and

(d) any right to participate in the surplus profit or assets of the entity upon winding up.

10 Amendments required by ASX

10.1 These terms may be amended as necessary by the Board in order to comply with the Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the terms, provided that, subject to compliance with the Listing Rules, the economic and other rights of the holder are not diminished or terminated following such amendment.

11 Governing law

11.1 These terms and the rights and obligations of the holder are governed by the laws of Western Australia. The holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia in this respect.