FORRESTANIA RESOURCES

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ASX: FRS

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13 October 2026

ASX RELEASE

TAKEOVERS PANEL DISCLOSURE - SUBSTANTIAL HOLDER NOTICES

Not for release to US wire services or distribution in the United States

Forrestania Resources Limited (**FRS:ASX**) ("**Forrestania**" or "**the Company**") refers to its off-market takeover offer made for 100% of the shares in Zenith Minerals Limited ("**Zenith**") announced to ASX on 9 June 2026 ("**Offer**").

The attached forms are being given in accordance with orders made by the Takeovers Panel on 17 September 2026 in relation to the matter known as *Zenith Minerals Limited 01 & 02* and not because of a change in Forrestania's voting power in Zenith. These forms have been provided to the Panel for the purposes of determining whether it objects to them but the Panel takes no responsibility for the content of the forms.

Pursuant to Section 671B of the *Corporations Act 2001* (Cth), and in accordance with the orders made by the Takeovers Panel, Forrestania attaches a Form 603 (Notice of initial substantial holder) and a Form 604 (Notice of change of interests of substantial holder) for the period from 13 April 2026 to 9 June 2026. Forrestania also includes a Form 605 (Notice of ceasing to be a substantial holder) in respect of Forrestania ceasing to be a substantial holder on 21 April 2026. Other than for potentially part of 20 May 2026, Forrestania was not a substantial holder of Zenith between 21 April 2026 and 5 June 2026. Details of the changes on 20 May 2026 are set out in Note 4 to Annexure B of the attached Form 604.

These substantial holder notices are given as required by the Takeovers Panel to disclose the potential substantial holding Forrestania may have held between 13 April 2026 and 9 June 2026 due to the entry into various arrangements with shareholders of Zenith. Forrestania confirms that completion did not occur under certain agreements and that it does not have any ongoing obligations, and there are no remaining entitlements, under any agreement entered into with any Zenith shareholder prior to the Offer.

This announcement has been authorised for release by the Board of Forrestania Resources Limited.

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For further information please contact:

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Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme	Zenith Minerals Limited (**Zenith**)
ACN/ARSN	ACN 119 397 938

1. Details of substantial holder (1)

Name	Forrestania Resources Limited (**Forrestania**)
ACN/ARSN (if applicable)	ACN 647 899 698

The holder became a substantial holder on 13/04/2026

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 in Zenith	73,152,172	73,152,172	12.192%
N/A	N/A	N/A	N/A

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Forrestania Resources Limited	Direct holding	2,560,205 Fully paid ordinary shares in Zenith
See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'

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
Forrestania	Forrestania	Forrestania	2,560,205 Fully paid ordinary shares in Zenith
See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'

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	
See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'
See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'	See 'Annexure A – Form 603 Particulars'

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6. Associates

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

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

7. Addresses

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

Name	Address
Forrestania	Level 3, 5 Mill Street, Perth WA 6000
Zenith	Suite 3, 5 Ord Street, West Perth WA 6005

Signature

print name David Geraghty capacity Director

sign here date 13 / 10 / 26

DIRECTIONS

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

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

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

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

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

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

(7) Include details of:

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

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

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

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

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

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Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme	Zenith Minerals Limited (**Zenith**)
ACN/ARSN	ACN 119 397 938

1. Details of substantial holder (1)

Name	Forrestania Resources Limited (**Forrestania**)
ACN/ARSN (if applicable)	ACN 647 899 698

There was a change in the interests of the substantial holder on	17/04/2026 – 19/06/2026
The previous notice was given to the company on	13/10/2026
The previous notice was dated	13/10/2026

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares in Zenith	73,152,172	12.192%	58,314,005	9.719%
N/A	N/A	N/A	N/A	N/A

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
See 'Annexure – Form 604'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
See 'Annexure – Form 604'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'	See 'Annexure B – Form 604 Particulars'

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

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N/A	N/A
N/A	N/A

6. Addresses

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

Name	Address
Forrestania	Level 3, 5 Mill Street Perth WA 6000
Zenith	Suite 3, 5 Ord Street, West Perth WA 6005

Signature

print name David Geraghty capacity Director

sign here date 13 / 10 / 26

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(6) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.

(7) 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.

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

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme	Zenith Minerals Limited (**Zenith**)
ACN/ARSN	ACN 119 397 938

1. Details of substantial holder (1)

Name	Forrestania Resources Limited (**Forrestania**)
ACN/ARSN (if applicable)	ACN 647 899 698

The holder ceased to be a substantial holder on	21 April 2026
The previous notice was given to the company on	13 October 2026
The previous notice was dated	13 October 2026

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
See 'Annexure C – Form 605 Particulars'	See 'Annexure C – Form 605 Particulars'	See 'Annexure C – Form 605 Particulars'	See 'Annexure C– Form 605 Particulars'	See 'Annexure C – Form 605 Particulars'	See 'Annexure C – Form 605 Particulars'

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	**Address**
Forrestania	Level 3, 5 Mill Street, Perth WA 6000
Zenith	Suite 3, 5 Ord Street, West Perth WA 6005

Signature

Print name David Geragnty Capacity Director

Sign here Date 13/10/26

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DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 4 of the form.

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

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

(4) Include details of:

(a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.

(5) 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.

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

(7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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ANNEXURE A – FORM 603 PARTICULARS

1. Item 3 – Details of relevant interests

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Forrestania	Forrestania has a relevant interest under section 608(8) of the *Corporations Act 2001* (Cth) (**Corporations Act**) pursuant to a share acquisition agreement dated 10 April 2026 with Austin Miller (enclosed).	1,196,211 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition and option call agreement dated 10 April 2026 with Austin Miller (enclosed).	6,879,348 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition agreement dated 10 April 2026 with Ortygia Pty Ltd (ACN 669 017 350) (enclosed).	4,855,214 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition and option call agreement dated 10 April 2026 with Tintern (Vic) Pty Ltd <A&P Miller Family Trust> (enclosed).	8,594,894 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to an option call agreement dated 11 April 2026 with Abingdon Nominees Pty Ltd (ACN 154 830 476) <Abingdon Nominees Investment Trust> (enclosed).	13,499,999 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to an option call agreement dated 11 April 2026 with Blackcon Pty Ltd (ACN 666 254 520) <Blackburn Superannuation Fund> (enclosed).	3,750,000 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to an option call agreement dated 11 April 2026 with Kensington Capital	7,025,546 Fully paid ordinary shares in Zenith

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Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
	Management Pty Ltd (ACN 154 877 335) (enclosed).	
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition agreement dated 13 April 2026 with Alexander Lowrie (enclosed). See Note 1	6,100,771 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition agreement dated 13 April 2026 with Anthony Lowrie (enclosed). See Note 1.	9,564,491 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition agreement dated 13 April 2026 with Liv Lowrie (enclosed).	1,594,209 Fully paid ordinary shares in Zenith
Forrestania	Forrestania has a relevant interest under section 608(8) of the Corporations Act pursuant to a share acquisition agreement dated 13 April 2026 with Louise Lowrie (enclosed). See Note 1.	7,531,284 Fully paid ordinary shares in Zenith

Note:

1. Forrestania's relevant interest in the Zenith Shares referred to above arose under section 608(8) of the Corporations Act on entry into each agreement, by reference to the number of Zenith Shares the counterparty agreed to sell under that agreement. In each agreement the counterparty warranted that it was the legal and beneficial owner of that number of Zenith Shares, and Forrestania entered into the agreement on that basis. Forrestania has not assumed that any counterparty had a relevant interest in a different number of Zenith Shares. On 17 April 2026, after the share acquisition agreements dated 13 April 2026 with Alexander Lowrie, Anthony Lowrie, Liv Lowrie and Louise Lowrie (**Lowrie Parties**) had been entered into, the Lowrie Parties provided Forrestania with details of Zenith Shares they held through a custodian, totalling 23,538,356 Zenith Shares, being 1,252,399 fewer than the 24,790,755 Zenith Shares the subject of those agreements. Those details related only to Zenith Shares held through that custodian and did not state that they were the Lowrie Parties' entire holdings. Forrestania relied on the Lowrie Parties' warranties and is not aware that, as at 13 April 2026, their relevant interests in Zenith Shares were limited to the number shown in those details. This notice therefore discloses the relevant interests Forrestania acquired under each agreement by reference to the number of Zenith Shares specified in it as they were the only shares Forrestania had contractual rights over.

2. Item 4 – Details of present registered holders

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Forrestania	Austin Miller	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	1,196,211 Fully paid ordinary shares in Zenith
Forrestania	Austin Miller	Subject to the terms of, and performance under, the relevant	6,879,348 Fully paid ordinary shares in Zenith

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Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
		agreement, Forrestania.	
Forrestania	Ortygia Pty Ltd (ACN 669 017 350)	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	4,855,214 Fully paid ordinary shares in Zenith
Forrestania	Tintern (Vic) Pty Ltd <A&P Miller Family Trust>	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	8,594,894 Fully paid ordinary shares in Zenith
Forrestania	Abingdon Nominees Pty Ltd (ACN 154 830 476) <Abingdon Nominees Investment Trust>	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	13,499,999 Fully paid ordinary shares in Zenith
Forrestania	Blackcon Pty Ltd (ACN 666 254 520) <Blackburn Superannuation Fund>	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	3,750,000 Fully paid ordinary shares in Zenith
Forrestania	Kensington Capital Management Pty Ltd (ACN 154 877 335)	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	7,025,546 Fully paid ordinary shares in Zenith
Forrestania	Alexander Lowrie	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	6,100,771 Fully paid ordinary shares in Zenith
Forrestania	Anthony Lowrie	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	9,564,491 Fully paid ordinary shares in Zenith
Forrestania	Liv Lowrie	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	1,594,209 Fully paid ordinary shares in Zenith
Forrestania	Louise Lowrie	Subject to the terms of, and performance under, the relevant agreement, Forrestania.	7,531,284 Fully paid ordinary shares in Zenith

3. Item 5 – Consideration

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Forrestania	10 March 2026	$0.081 per fully paid	Nil	30,967 Fully paid ordinary shares in Zenith

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Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
		ordinary share		
Forrestania	11 March 2026	$0.077 per fully paid ordinary share	Nil	216,088 Fully paid ordinary shares in Zenith
Forrestania	12 March 2026	$0.079 per fully paid ordinary share	Nil	6,000 Fully paid ordinary shares in Zenith
Forrestania	13 March 2026	$0.083 per fully paid ordinary share	Nil	510,599 Fully paid ordinary shares in Zenith
Forrestania	16 March 2026	$0.082 per fully paid ordinary share	Nil	1,104,022 Fully paid ordinary shares in Zenith
Forrestania	17 March 2026	$0.083 per fully paid ordinary share	Nil	165,587 Fully paid ordinary shares in Zenith
Forrestania	18 March 2026	$0.081 per fully paid ordinary share	Nil	16,394 Fully paid ordinary shares in Zenith
Forrestania	19 March 2026	$0.081 per fully paid ordinary share	Nil	204,652 Fully paid ordinary shares in Zenith
Forrestania	23 March 2026	$0.078 per fully paid ordinary share	Nil	145,701 Fully paid ordinary shares in Zenith
Forrestania	10 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	1,196,211 Fully paid ordinary shares in Zenith
Forrestania	10 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	6,879,348 Fully paid ordinary shares in Zenith

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Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Forrestania	10 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	4,855,214 Fully paid ordinary shares in Zenith
Forrestania	10 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	8,594,894 Fully paid ordinary shares in Zenith
Forrestania	11 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	13,499,999 Fully paid ordinary shares in Zenith
Forrestania	11 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	3,750,000 Fully paid ordinary shares in Zenith
Forrestania	11 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	7,025,546 Fully paid ordinary shares in Zenith
Forrestania	13 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	6,100,771 Fully paid ordinary shares in Zenith
Forrestania	13 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	9,564,491 Fully paid ordinary shares in Zenith
Forrestania	13 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19	1,594,209 Fully paid ordinary shares in Zenith

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
			Zenith Shares (rounded up to the nearest whole number). See Note 1.	
Forrestania	13 April 2026	Nil	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith Shares (rounded up to the nearest whole number). See Note 1.	7,531,284 Fully paid ordinary shares in Zenith

Note:

1. Each of the agreements referred to above dated 10, 11 and 13 April 2026 also contains a covenant in relation to future sale (clause 3 of each share acquisition agreement, clause 4 of each option call agreement and clause 5 of each share acquisition and option call agreement). Under that covenant, if Forrestania disposes of any of the Zenith Shares acquired under the relevant agreement during the period from completion of that acquisition until 31 December 2026, Forrestania must pay the vendor in cash an amount equal to 50% of the profit derived by Forrestania from that disposal, after deducting Forrestania's brokerage associated with the disposal. In the case of the share acquisition and option call agreements with Austin Miller and Tintern (Vic) Pty Ltd <A&P Miller Family Trust>, the covenant applies only to the Zenith Shares sold under those agreements (2,334,304 and 3,494,894 Zenith Shares respectively) and not to the Zenith Shares the subject of the call options granted under them. The entitlement is contingent on a disposal occurring during that period and on a profit being derived from it.

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ANNEXURE B – FORM 604 PARTICULARS

1. Item 3 – Changes in relevant interest

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
17 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the *Corporations Act 2001* (Cth) (**Corporations Act**) ceased as a share acquisition agreement dated 10 April 2026 with Austin Miller (enclosed) was terminated. See Note 3 below.	Nil	1,196,211 Fully paid ordinary shares in Zenith	1,196,211
17 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition and option call agreement dated 10 April 2026 with Austin Miller (enclosed) was terminated. See Note 3 below.	Nil	6,879,348 Fully paid ordinary shares in Zenith	6,879,348
17 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 10 April 2026 with Ortygia Pty Ltd (ACN 669 017 350) (enclosed) was terminated. See Note 3 below.	Nil	4,855,214 Fully paid ordinary shares in Zenith	4,855,214
17 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition and option call agreement dated 10 April 2026 with Tintern (Vic) Pty Ltd <A&P Miller Family Trust> (enclosed) was terminated. See Note 3 below.	Nil	8,594,894 Fully paid ordinary shares in Zenith	8,594,894
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Alexander Lowrie (enclosed) was terminated. See Note 3 below.	Nil	6,100,771 Fully paid ordinary shares in Zenith	6,100,771
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Anthony Lowrie (enclosed) was terminated. See Note 3 below.	Nil	9,564,491 Fully paid ordinary shares in Zenith	9,564,491
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Liv	Nil	1,594,209 Fully paid ordinary shares in Zenith	1,594,209

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
		Lowrie (enclosed) was terminated. See Note 3 below.			
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Louise Lowrie (enclosed) was terminated. See Note 3 below.	Nil	7,531,284 Fully paid ordinary shares in Zenith	7,531,284
4 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.061 per fully paid ordinary share (cash)	102,001 Fully paid ordinary shares in Zenith	102,001
4 May 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as an option call agreement dated 11 April 2026 with Abingdon Nominees Pty Ltd (ACN 154 830 476) <Abingdon Nominees Investment Trust> (enclosed) was terminated. See Note 3 below.	Nil	13,499,999 Fully paid ordinary shares in Zenith	13,499,999
4 May 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as an option call agreement dated 11 April 2026 with Blackcon Pty Ltd (ACN 666 254 520) <Blackburn Superannuation Fund> (enclosed) was terminated. See Note 3 below.	Nil	3,750,000 Fully paid ordinary shares in Zenith	3,750,000
4 May 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as an option call agreement dated 11 April 2026 with Kensington Capital Management Pty Ltd (ACN 154 877 335) (enclosed) was terminated. See Note 3 below.	Nil	7,025,546 Fully paid ordinary shares in Zenith	7,025,546
5 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.061 per fully paid ordinary share (cash)	1,537,096 Fully paid ordinary shares in Zenith	1,537,096
5 May 2026	Forrestania	Forrestania acquired 1,196,211 Zenith shares by off-market transfer from Austin Miller under an agreement made on 5 May 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 278,189 Forrestania Shares ($107,658.99	1,196,211 Fully paid ordinary shares in Zenith	1,196,211

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
			cash equivalent)		
5 May 2026	Forrestania	Forrestania acquired 2,334,304 Zenith shares by off-market transfer from Austin Miller under an agreement made on 5 May 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 542,861 Forrestania Shares ($210,087.36 cash equivalent)	2,334,304 Fully paid ordinary shares in Zenith	2,334,304
5 May 2026	Forrestania	Forrestania acquired 4,855,214 Zenith shares by off-market transfer from Ortygia Pty Ltd (ACN 669 017 350) under an agreement made on 5 May 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 1,129,120 Forrestania Shares ($436,969.26 cash equivalent)	4,855,214 Fully paid ordinary shares in Zenith	4,855,214
5 May 2026	Forrestania	Forrestania acquired 3,494,894 Zenith shares by off-market transfer from Tintern (Vic) Pty Ltd <A&P Miller Family Trust> under an agreement made on 5 May 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 812,766 Forrestania Shares ($314,540.46 cash equivalent)	3,494,894 Fully paid ordinary shares in Zenith	3,494,894
7 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.061 per fully paid ordinary share (cash)	44,157 Fully paid ordinary shares in Zenith	44,157
8 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.061 per fully paid ordinary share (cash)	20,002 Fully paid ordinary shares in Zenith	20,002
11 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.065 per fully paid ordinary share (cash)	257,615 Fully paid ordinary shares in Zenith	257,615

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
20 May 2026	Forrestania	Forrestania acquired a relevant interest under section 608(8) of the Corporations Act on entry into a share acquisition agreement dated 20 May 2026 with Abingdon Nominees Pty Ltd (ACN 154 830 476) <Abingdon Nominees Investment Trust> (enclosed). See Note 4 below.	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith shares (rounded up to the nearest whole number), plus the contingent cash entitlement described in Note 2 below.	13,499,999 Fully paid ordinary shares in Zenith	13,499,999
20 May 2026	Forrestania	Forrestania acquired a relevant interest under section 608(8) of the Corporations Act on entry into a share acquisition agreement dated 20 May 2026 with Blackcon Pty Ltd (ACN 666 254 520) <Blackburn Superannuation Fund> (enclosed). See Note 4 below.	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith shares (rounded up to the nearest whole number), plus the contingent cash entitlement described in Note 2 below.	3,750,000 Fully paid ordinary shares in Zenith	3,750,000
20 May 2026	Forrestania	Forrestania acquired a relevant interest under section 608(8) of the Corporations Act on entry into a share acquisition agreement dated 20 May 2026 with Kensington Capital Management Pty Ltd (ACN 154 877 335) (enclosed). See Note 4 below.	Subject to the terms of, and performance under, the relevant agreement, one (1) fully paid ordinary share in Forrestania for every 5.19 Zenith shares (rounded up to the nearest whole number), plus the contingent cash	7,025,546 Fully paid ordinary shares in Zenith	7,025,546

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
			entitlement described in Note 2 below.		
20 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.071 per fully paid ordinary share (cash)	45,457 Fully paid ordinary shares in Zenith	45,457
20 May 2026	Forrestania	Forrestania's relevant interests under section 608(8) of the Corporations Act ceased as the share acquisition agreements dated 20 May 2026 with Abingdon Nominees Pty Ltd (ACN 154 830 476) <Abingdon Nominees Investment Trust> (13,499,999 shares), Blackcon Pty Ltd (ACN 666 254 520) <Blackburn Superannuation Fund> (3,750,000 shares) and Kensington Capital Management Pty Ltd (ACN 154 877 335) (7,025,546 shares) (each enclosed) were terminated by oral agreement between Forrestania and each vendor. See Notes 3 and 4 below.	Nil	24,275,545 Fully paid ordinary shares in Zenith	24,275,545
21 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.071 per fully paid ordinary share (cash)	7,432 Fully paid ordinary shares in Zenith	7,432
22 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.073 per fully paid ordinary share (cash)	117,239 Fully paid ordinary shares in Zenith	117,239
26 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.073 per fully paid ordinary share (cash)	75,893 Fully paid ordinary shares in Zenith	75,893
28 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.077 per fully paid ordinary share (cash)	138,049 Fully paid ordinary shares in Zenith	138,049
29 May 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.079 per fully paid ordinary share (cash)	1,455,059 Fully paid ordinary shares in Zenith	1,455,059
2 June 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.08 per fully paid ordinary share (cash)	38,664 Fully paid ordinary	38,664

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
				shares in Zenith	
4 June 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.08 per fully paid ordinary share (cash)	734,793 Fully paid ordinary shares in Zenith	734,793
4 June 2026	Forrestania	Forrestania acquired 10,500,000 Zenith shares by off-market transfer from Abingdon Nominees Pty Ltd (ACN 154 830 476) <Abingdon Nominees Investment Trust> under an agreement made on 4 June 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 2,441,860 Forrestania Shares ($945,000.00 cash equivalent)	10,500,000 Fully paid ordinary shares in Zenith	10,500,000
4 June 2026	Forrestania	Forrestania acquired 4,950,000 Zenith shares by off-market transfer from Kensington Capital Management Pty Ltd (ACN 154 877 335) under an agreement made on 4 June 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 1,151,163 Forrestania Shares ($445,500.00 cash equivalent)	4,950,000 Fully paid ordinary shares in Zenith	4,950,000
5 June 2026	Forrestania	Acquisition of Zenith shares on-market. Forrestania became the registered holder of the shares.	$0.085 per fully paid ordinary share (cash)	311,364 Fully paid ordinary shares in Zenith	311,364
5 June 2026	Forrestania	Forrestania acquired 5,787,671 Zenith shares by off-market transfer from Alexander Lowrie under an agreement made on 5 June 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 1,345,970 Forrestania Shares ($520,890.39 cash equivalent)	5,787,671 Fully paid ordinary shares in Zenith	5,787,671
5 June 2026	Forrestania	Forrestania acquired 8,938,292 Zenith shares by off-market transfer from Anthony Lowrie under an oral agreement made on 5 June 2026 and became the registered holder	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent	8,938,292 Fully paid ordinary shares in Zenith	8,938,292

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Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
		of those shares. See Note 1 below.	per Zenith Share), being 2,078,673 Forrestania Shares ($804,446.28 cash equivalent)		
5 June 2026	Forrestania	Forrestania acquired 1,594,209 Zenith shares by off-market transfer from Liv Lowrie under an oral agreement made on 5 June 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 370,746 Forrestania Shares ($143,478.81 cash equivalent)	1,594,209 Fully paid ordinary shares in Zenith	1,594,209
5 June 2026	Forrestania	Forrestania acquired 7,218,184 Zenith shares by off-market transfer from Louise Lowrie under an oral agreement made on 5 June 2026 and became the registered holder of those shares. See Note 1 below.	1 Forrestania Share for every 4.3 Zenith Shares ($0.09 cash equivalent per Zenith Share), being 1,678,647 Forrestania Shares ($649,636.56 cash equivalent)	7,218,184 Fully paid ordinary shares in Zenith	7,218,184

Notes:

1. Statement under section 671B(4) of the Corporations Act: The acquisitions on 5 May 2026, 4 June 2026 and 5 June 2026 were made under separate arrangements between Forrestania and each vendor, under which the vendor agreed to sell and Forrestania agreed to buy the number of Zenith shares stated above by off-market transfer for the consideration stated above, with settlement on the date stated above. The consideration for each acquisition was the issue of fully paid ordinary shares in Forrestania on the basis of 1 Forrestania share for every 4.3 Zenith shares (being the same ratio as offered under Forrestania's takeover bid for Zenith), at a then deemed issue price of $0.09 per Zenith share. Forrestania confirms that no cash was paid for any off-market purchase of Zenith shares. They are separate from, and were made after the termination of, the share acquisition and option agreements dated 10 April 2026, 11 April 2026, 13 April 2026 and 20 May 2026 with those vendors referred to above (which were terminated as described in Note 3 below). Forrestania notes that the transactions entered into on 5 June 2026 with the Lowrie Parties were facilitated through third-party stockbroker arrangements.

2. Each of the share acquisition agreements dated 20 May 2026 referred to above contains a covenant in relation to future sale (clause 3). Under that covenant, if Forrestania disposes of any of the Zenith shares acquired under the relevant agreement during the period from completion of that acquisition until 31 December 2026, Forrestania must pay the vendor in cash an amount equal to 50% of the profit derived by Forrestania from that disposal, after deducting Forrestania's brokerage associated with the disposal. The entitlement is contingent on a disposal occurring during that period and on a profit being derived from it. As each of those agreements was terminated without completing, no Zenith shares were acquired under them and no entitlement under the covenant has arisen or can arise.

3. Each of the agreements dated 10 April 2026, 11 April 2026, 13 April 2026 and 20 May 2026 referred to above that was terminated by mutual oral agreement between the respective parties and no consideration was given or received for any such termination. No written agreement was entered into to record the termination and none was considered necessary to record the parties' mutual understanding of the

termination. None of those agreements completed and no Zenith shares were acquired by Forrestania under any of them.

4. Following the termination on 21 April 2026 of the share acquisition agreements dated 13 April 2026, Forrestania ceased to be a substantial holder of Zenith (see the accompanying Form 605). On 20 May 2026, on entry into the share acquisition agreements dated 20 May 2026 referred to above, Forrestania's relevant interests in Zenith shares increased to 40,722,701 fully paid ordinary shares (voting power of approximately 6.79%). Forrestania was therefore potentially a substantial holder of Zenith for a short period of time during the day of 20 May 2026 after the entry into those relevant agreements and the subsequent termination thereof. Following that termination, Forrestania's relevant interests in Zenith shares were 16,447,156 fully paid ordinary shares (voting power of approximately 2.74%). The changes in its relevant interests on that day are disclosed in this Form 604.

2. Item 4 – Present relevant interests

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Forrestania	Forrestania	Forrestania	Direct holding	58,314,005 Fully paid ordinary shares in Zenith	58,314,005

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ANNEXURE C – FORM 605 PARTICULARS

1. Item 2 – Changes in relevant interests

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the *Corporations Act 2001* (Cth) (**Corporations Act**) ceased as a share acquisition agreement dated 13 April 2026 with Alexander Lowrie (enclosed) was terminated. See Note 1 below.	Nil	6,100,771 Fully paid ordinary shares in Zenith	6,100,771
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Anthony Lowrie (enclosed) was terminated. See Note 1 below.	Nil	9,564,491 Fully paid ordinary shares in Zenith	9,564,491
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Liv Lowrie (enclosed) was terminated. See Note 1 below.	Nil	1,594,209 Fully paid ordinary shares in Zenith	1,594,209
21 April 2026	Forrestania	Forrestania's relevant interest under section 608(8) of the Corporations Act ceased as a share acquisition agreement dated 13 April 2026 with Louise Lowrie (enclosed) was terminated. See Note 1 below.	Nil	7,531,284 Fully paid ordinary shares in Zenith	7,531,284

Notes:

1. Each of the share acquisition agreements dated 13 April 2026 referred to above was terminated by mutual oral agreement between the respective parties and no consideration was given or received for any such termination. No written agreement was entered into to record the termination and none was considered necessary to record the parties' mutual understanding of the termination. None of the agreements completed and no Zenith shares were acquired by Forrestania under them.

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

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THIS DEED is dated 10 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

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9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director | Signature of director/company secretary*

David Geraghty | Mark Di Silvio

Name of director | Name of director/company secretary*

*please delete as applicable

SIGNED by)
AUSTIN SYDNEY EVAN MILLER)
in the presence of:)
)

[redacted] [redacted]

Signature of witness | Signature

Bruce Blackburn

Name of witness

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Austin Miller [redacted]
Item 2	**Sale Shares**	1,196,211 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE AND CALL OPTION DEED

STEINEPREIS PAGANIN

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THIS DEED is dated 10 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares and Option Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser and to grant the Purchaser a call option to acquire the Option Shares pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Call Option means the option to acquire the Option Shares granted by the Vendor to the Purchaser on the terms and conditions set out in Schedule 2.

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares or the Option Shares occurs under this deed.

Completion Date means:

(a) in relation to the sale of the Sale Shares, two (2) Business Days after the date of this deed; and

(b) in relation to the sale of the Option Shares, five (5) Business Days after the date that the Purchaser exercises the Call Option in accordance with this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

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Event of Insolvency means:

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

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

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

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

(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Expiry Date means 17 July 2026.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Option Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 4 of Schedule 1.

Option Share Consideration means the consideration payable for the Option Shares set out in Item 5 of Schedule 1.

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

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Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 6.1 and 6.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

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(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. GRANT OF CALL OPTION

In consideration of the Purchaser entering into this Deed, the Vendor grants to the Purchaser the Call Option over the Option Shares on the terms and conditions set out in Schedule 1.

4. RESTRICTIONS ON OPTION SHARES

From the Execution Date until the earlier of to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option, the Vendor must not Dispose of any Option Shares except to the Purchaser in accordance with this deed or with the prior written consent of the Purchaser.

5. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

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(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 5(a) above occurs, each party shall be responsible for their own tax and other costs.

6. WARRANTIES

6.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares and the Option Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares and the Option Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares and the Option Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

(f) no Event of Insolvency has occurred in relation to the Vendor.

6.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

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(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

6.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

7. CONFIDENTIALITY

7.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

7.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 7.1.

8. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

9. NOTICES AND OTHER COMMUNICATIONS

9.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 9.2, as varied by any Notice given by the recipient to the sender.

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9.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

9.3 Effective on receipt

A Notice given in accordance with clause 9.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

10. GST LIABILITY

10.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

10.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

10.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

10.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

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10.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act) will have the same meaning in this clause.

11. GENERAL

11.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

11.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

11.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

11.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

11.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

11.6 Entire agreement

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

11.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 11.7(a).

11.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

11.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

11.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director | Signature of director/company secretary*

David Geraghty | Mark Di Silvio

Name of director | Name of director/company secretary*

*please delete as applicable

SIGNED by)
AUSTIN SYDNEY EVAN MILLER)
in the presence of:)
)

[redacted] [redacted]

Signature of witness | Signature

Bruce Blackburn

Name of witness

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SCHEDULE 1 – DETAILS

Item 1	**Vendor details**	Austin Miller [redacted]
Item 2	**Sale Shares**	2,334,304 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)
Item 4	**Option Shares**	4,545,044 fully paid ordinary shares in the Company
Item 5	**Option Share Consideration**	One (1) Purchaser Share for every 5.19 Option Shares (rounded up to the nearest whole number)

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SCHEDULE 2 – CALL OPTION

1. Terms of Call Option

(a) **Offer to Sell:** Subject to paragraph 1(b), the Call Option shall be construed as an offer to sell coupled with an agreement not to revoke the offer before the Expiry Date and shall not be construed as conditional on any other agreement to sell unless and until, and from the time, such option is exercised.

(b) **Call Option:** The Call Option is exercisable at any time between 15 July 2026 and 5.00pm (WST) on the Expiry Date.

(c) **Method of Exercise of Call Option:** Subject to paragraph 1(b), the Call Option may be exercised by the Purchaser delivering to the Vendor a written notice of exercise that contains the following information:

(i) the date of the notice;

(ii) the option to which the notice relates; and

(iii) the signature of the Party, or an authorised representative or officer of the Party, exercising the Call Option,

(**Notice of Exercise**).

2. Consequence of Exercise and Non-Exercise

(a) **Consequences of exercise:** In the event that the Purchaser serves a Notice of Exercise upon the Vendor in accordance with paragraph 1, a contract for sale of the Option Shares shall be deemed to arise and settlement of that contract for sale shall occur in accordance with paragraph **Error! Reference source not found.**.

(b) **Consequences of non-exercise:** In the event that the Purchaser does not serve a Notice of Exercise on the Vendor in accordance with paragraph 1 on or before the Expiry Date, the Call Option will immediately lapse.

3. Exercise Price

The amount payable to exercise the Call Option is the Option Share Consideration.

4. Completion

(a) **Time and location of Completion:**

(b) Completion of the sale and purchase of the Option Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Option Shares to the Purchaser and the Purchaser shall issue the Option Share Consideration to the Vendor.

(c) **Obligations at Completion:**

On the Completion Date, the Purchaser shall do everything to ensure that the Option Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

Docusign Envelope ID: E2466810-7EDD-44AA-B210-16532037DBE5

THIS DEED is dated 10 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

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9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director | Signature of director/company secretary*

David Geraghty | Mark Di Silvio

Name of director | Name of director/company secretary*

*please delete as applicable

EXECUTED by)
ORTYGIA PTY LTD)
ACN 669 017 350)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of sole director/secretary who is the sole director and sole secretary

Austin Sydney Evan Miller
Name of sole director/secretary

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Ortygia Pty Ltd [redacted]
Item 2	**Sale Shares**	4,855,214 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE AND CALL OPTION DEED

STEINEPREIS PAGANIN

Docusign Envelope ID: E2466810-7EDD-44AA-B210-16532037DBE5

THIS DEED is dated 10 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares and Option Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser and to grant the Purchaser a call option to acquire the Option Shares pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Call Option means the option to acquire the Option Shares granted by the Vendor to the Purchaser on the terms and conditions set out in Schedule 2.

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares or the Option Shares occurs under this deed.

Completion Date means:

(a) in relation to the sale of the Sale Shares, two (2) Business Days after the date of this deed; and

(b) in relation to the sale of the Option Shares, five (5) Business Days after the date that the Purchaser exercises the Call Option in accordance with this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

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Event of Insolvency means:

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

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

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

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

(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Expiry Date means 17 July 2026.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Option Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 4 of Schedule 1.

Option Share Consideration means the consideration payable for the Option Shares set out in Item 5 of Schedule 1.

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

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Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 6.1 and 6.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

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(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. GRANT OF CALL OPTION

In consideration of the Purchaser entering into this Deed, the Vendor grants to the Purchaser the Call Option over the Option Shares on the terms and conditions set out in Schedule 1.

4. RESTRICTIONS ON OPTION SHARES

From the Execution Date until the earlier of to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option, the Vendor must not Dispose of any Option Shares except to the Purchaser in accordance with this deed or with the prior written consent of the Purchaser.

5. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

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(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 5(a) above occurs, each party shall be responsible for their own tax and other costs.

6. WARRANTIES

6.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares and the Option Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares and the Option Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares and the Option Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

(f) no Event of Insolvency has occurred in relation to the Vendor.

6.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

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(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

6.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

7. CONFIDENTIALITY

7.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

7.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 7.1.

8. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

9. NOTICES AND OTHER COMMUNICATIONS

9.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 9.2, as varied by any Notice given by the recipient to the sender.

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9.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

9.3 Effective on receipt

A Notice given in accordance with clause 9.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

10. GST LIABILITY

10.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

10.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

10.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

10.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

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10.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act) will have the same meaning in this clause.

11. GENERAL

11.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

11.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

11.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

11.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

11.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

11.6 Entire agreement

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

11.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 11.7(a).

11.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

11.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

11.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of director

[redacted]

Signature of director/company secretary*

David Geraghty

Name of director

Mark Di Silvio

Name of director/company secretary*

*please delete as applicable

EXECUTED by)
TINTERN (VIC) PTY LTD)
ACN 669 017 350)
ATF A&P MILLER FAMILY TRUST)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):

[redacted]

Signature of sole director/secretary who is the sole director and sole secretary

Austin Sydney Evan Miller

Name of sole director/secretary

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SCHEDULE 1 – DETAILS

Item 1	**Vendor details**	Tintern (VIC) Pty Ltd <A&P Miller Family Trust> [redacted]
Item 2	**Sale Shares**	3,494,894 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)
Item 4	**Option Shares**	5,100,000 fully paid ordinary shares in the Company
Item 5	**Option Share Consideration**	One (1) Purchaser Share for every 5.19 Option Shares (rounded up to the nearest whole number)

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SCHEDULE 2 – CALL OPTION

1. Terms of Call Option

(a) **Offer to Sell:** Subject to paragraph 1(b), the Call Option shall be construed as an offer to sell coupled with an agreement not to revoke the offer before the Expiry Date and shall not be construed as conditional on any other agreement to sell unless and until, and from the time, such option is exercised.

(b) **Call Option:** The Call Option is exercisable at any time between 15 July 2026 and 5.00pm (WST) on the Expiry Date.

(c) **Method of Exercise of Call Option:** Subject to paragraph 1(b), the Call Option may be exercised by the Purchaser delivering to the Vendor a written notice of exercise that contains the following information:

(i) the date of the notice;

(ii) the option to which the notice relates; and

(iii) the signature of the Party, or an authorised representative or officer of the Party, exercising the Call Option,

(**Notice of Exercise**).

2. Consequence of Exercise and Non-Exercise

(a) **Consequences of exercise:** In the event that the Purchaser serves a Notice of Exercise upon the Vendor in accordance with paragraph 1, a contract for sale of the Option Shares shall be deemed to arise and settlement of that contract for sale shall occur in accordance with paragraph **Error! Reference source not found.**.

(b) **Consequences of non-exercise:** In the event that the Purchaser does not serve a Notice of Exercise on the Vendor in accordance with paragraph 1 on or before the Expiry Date, the Call Option will immediately lapse.

3. Exercise Price

The amount payable to exercise the Call Option is the Option Share Consideration.

4. Completion

(a) **Time and location of Completion:**

Completion of the sale and purchase of the Option Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Option Shares to the Purchaser and the Purchaser shall issue the Option Share Consideration to the Vendor.

(b) **Obligations at Completion:**

On the Completion Date, the Purchaser shall do everything to ensure that the Option Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

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THIS DEED is dated 13 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

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9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director Signature of director/company secretary*

David Geraghty Mark Di Silvio

Name of director Name of director/company secretary*

*please delete as applicable

SIGNED by)
ALEXANDER LOWRIE)
in the presence of:)
)

[redacted] [redacted]

Signature of witness Signature

Bruce Blackburn

Name of witness

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Alexander Lowrie [redacted]
Item 2	**Sale Shares**	6,100,771 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

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THIS DEED is dated 13 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

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5.1 Terms to remain confidential

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(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

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9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director | Signature of director/company secretary*

David Geraghty | Mark Di Silvio

Name of director | Name of director/company secretary*

*please delete as applicable

SIGNED by)
ANTHONY LOWRIE)
in the presence of:)
)

[redacted] [redacted]

Signature of witness | Signature

Bruce Blackburn

Name of witness

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Anthony Lowrie [redacted]
Item 2	**Sale Shares**	9,564,491 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

Docusign Envelope ID: AAAF66B9-E371-4EDB-8307-64DF102032B5

THIS DEED is dated 13 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

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9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director/company secretary*

David Geraghty

Name of director

Mark Di Silvio

Name of director/company secretary*

*please delete as applicable

SIGNED by)
LOUISE LOWRIE)
in the presence of:)
)

[redacted] [redacted]

Signature of witness

Signature

Bruce Blackburn

Name of witness

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Louise Lowrie [redacted]
Item 2	**Sale Shares**	7,531,284 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

Docusign Envelope ID: AAAF66B9-E371-4EDB-8307-64DF102032B5

THIS DEED is dated 13 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

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9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director Signature of director/company secretary*

David Geraghty Mark Di Silvio

Name of director Name of director/company secretary*

*please delete as applicable

SIGNED by)
LIV LOWRIE)
in the presence of:)
)

[redacted] [redacted]

Signature of witness Signature

Bruce Blackburn

Name of witness

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Liv Lowrie [redacted]
Item 2	**Sale Shares**	1,594,209 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

CALL OPTION DEED

STEINEPREIS PAGANIN

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THIS DEED is dated 11 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Option Shares.

B. The Vendor has agreed to grant the Purchaser a call option to acquire the Option Shares pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Call Option means the option to acquire the Option Shares granted by the Vendor to the Purchaser on the terms and conditions set out in Schedule 2.

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares or the Option Shares occurs under this deed.

Completion Date means five (5) Business Days after the date that the Purchaser exercises the Call Option in accordance with this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Expiry Date means 17 July 2026.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Option Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Option Share Consideration means the consideration payable for the Option Shares set out in Item 3 of Schedule 1.

Party means a party to this Deed.

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

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 5.1 and 5.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. GRANT OF CALL OPTION

In consideration of the Purchaser entering into this Deed, the Vendor grants to the Purchaser the Call Option over the Option Shares on the terms and conditions set out in Schedule 1.

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3. RESTRICTIONS ON OPTION SHARES

From the Execution Date until the earlier of to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option, the Vendor must not Dispose of any Option Shares except to the Purchaser in accordance with this deed or with the prior written consent of the Purchaser.

4. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Option Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Options Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 4(a) above occurs, each party shall be responsible for their own tax and other costs.

5. WARRANTIES

5.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares and the Option Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares and the Option Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares and the Option Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

(f) no Event of Insolvency has occurred in relation to the Vendor.

5.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

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(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

5.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

6. CONFIDENTIALITY

6.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

6.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 6.1.

7. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

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(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

8. NOTICES AND OTHER COMMUNICATIONS

8.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 8.2, as varied by any Notice given by the recipient to the sender.

8.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

8.3 Effective on receipt

A Notice given in accordance with clause 8.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

9. GST LIABILITY

9.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

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9.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

9.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

9.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

9.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

10. GENERAL

10.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

10.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

10.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

10.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

10.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

10.6 Entire agreement

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

10.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have

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that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 10.7(a).

10.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

10.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

10.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] _____ [redacted] _____

Signature of director | Signature of director/company secretary*

David Geraghty | Mark Di Silvio

Name of director | Name of director/company secretary*

*please delete as applicable

EXECUTED by)
ABINGDON NOMINEES PTY LTD)
ACN 154 830 476 ATF ABINGDON NOMINEES)
INVESTMENT TRUST in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth):

[redacted] _____

Signature of sole director/secretary who is the sole director and sole secretary

Bruce Blackburn

Name of sole director/secretary

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SCHEDULE 1 – DETAILS

Item 1	**Vendor details**	Abingdon Nominees Pty Ltd <Abingdon Nominees Investment Trust> [redacted]
Item 2	**Option Shares**	13,499,999 fully paid ordinary shares in the Company
Item 3	**Option Share Consideration**	One (1) Purchaser Share for every 5.19 Option Shares (rounded up to the nearest whole number)

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SCHEDULE 2 – CALL OPTION

1. Terms of Call Option

(a) **Offer to Sell:** Subject to paragraph 1(b), the Call Option shall be construed as an offer to sell coupled with an agreement not to revoke the offer before the Expiry Date and shall not be construed as conditional on any other agreement to sell unless and until, and from the time, such option is exercised.

(b) **Call Option:** The Call Option is exercisable at any time between 15 July 2026 and 5.00pm (WST) on the Expiry Date.

(c) **Method of Exercise of Call Option:** Subject to paragraph 1(b), the Call Option may be exercised by the Purchaser delivering to the Vendor a written notice of exercise that contains the following information:

(i) the date of the notice;

(ii) the option to which the notice relates; and

(iii) the signature of the Party, or an authorised representative or officer of the Party, exercising the Call Option,

(**Notice of Exercise**).

2. Consequence of Exercise and Non-Exercise

(a) **Consequences of exercise:** In the event that the Purchaser serves a Notice of Exercise upon the Vendor in accordance with paragraph 1, a contract for sale of the Option Shares shall be deemed to arise and settlement of that contract for sale shall occur in accordance with paragraph 4.

(b) **Consequences of non-exercise:** In the event that the Purchaser does not serve a Notice of Exercise on the Vendor in accordance with paragraph 1 on or before the Expiry Date, the Call Option will immediately lapse.

3. Exercise Price

The amount payable to exercise the Call Option is the Option Share Consideration.

4. Completion

(a) **Time and location of Completion:**

Completion of the sale and purchase of the Option Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Option Shares to the Purchaser and the Purchaser shall issue the Option Share Consideration to the Vendor.

(b) **Obligations at Completion:**

On the Completion Date, the Purchaser shall do everything to ensure that the Option Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

CALL OPTION DEED

STEINEPREIS PAGANIN

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THIS DEED is dated 11 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Option Shares.

B. The Vendor has agreed to grant the Purchaser a call option to acquire the Option Shares pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Call Option means the option to acquire the Option Shares granted by the Vendor to the Purchaser on the terms and conditions set out in Schedule 2.

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares or the Option Shares occurs under this deed.

Completion Date means five (5) Business Days after the date that the Purchaser exercises the Call Option in accordance with this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Expiry Date means 17 July 2026.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Option Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Option Share Consideration means the consideration payable for the Option Shares set out in Item 3 of Schedule 1.

Party means a party to this Deed.

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

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 5.1 and 5.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. GRANT OF CALL OPTION

In consideration of the Purchaser entering into this Deed, the Vendor grants to the Purchaser the Call Option over the Option Shares on the terms and conditions set out in Schedule 1.

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3. RESTRICTIONS ON OPTION SHARES

From the Execution Date until the earlier of to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option, the Vendor must not Dispose of any Option Shares except to the Purchaser in accordance with this deed or with the prior written consent of the Purchaser.

4. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Option Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Options Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 4(a) above occurs, each party shall be responsible for their own tax and other costs.

5. WARRANTIES

5.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares and the Option Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares and the Option Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares and the Option Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

(f) no Event of Insolvency has occurred in relation to the Vendor.

5.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

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(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

5.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

6. CONFIDENTIALITY

6.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

6.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 6.1.

7. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

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(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

8. NOTICES AND OTHER COMMUNICATIONS

8.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 8.2, as varied by any Notice given by the recipient to the sender.

8.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

8.3 Effective on receipt

A Notice given in accordance with clause 8.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

9. GST LIABILITY

9.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

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9.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

9.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

9.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

9.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

10. GENERAL

10.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

10.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

10.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

10.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

10.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

10.6 Entire agreement

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

10.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have

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that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 10.7(a).

10.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

10.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

10.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director Signature of director/company secretary*

David Geraghty Mark Di Silvio

Name of director Name of director/company secretary*

*please delete as applicable

EXECUTED AS A DEED by)
BLACKCON PTY LTD)
ACN 666 254 520 ATF BLACKBURN)
SUPERANNUATION FUND)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):

[redacted] [redacted]

Signature of director ecretary*

Bruce Blackburn Pamela Connors

Name of director Name of director/company secretary*

*please delete as applicable

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SCHEDULE 1 – DETAILS

Item 1	**Vendor details**	Blackcon Pty Ltd <Blackburn Superannuation Fund> [redacted]
Item 2	**Option Shares**	3,750,000 fully paid ordinary shares in the Company
Item 3	**Option Share Consideration**	One (1) Purchaser Share for every 5.19 Option Shares (rounded up to the nearest whole number)

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SCHEDULE 2 – CALL OPTION

1. Terms of Call Option

(a) **Offer to Sell:** Subject to paragraph 1(b), the Call Option shall be construed as an offer to sell coupled with an agreement not to revoke the offer before the Expiry Date and shall not be construed as conditional on any other agreement to sell unless and until, and from the time, such option is exercised.

(b) **Call Option:** The Call Option is exercisable at any time between 15 July 2026 and 5.00pm (WST) on the Expiry Date.

(c) **Method of Exercise of Call Option:** Subject to paragraph 1(b), the Call Option may be exercised by the Purchaser delivering to the Vendor a written notice of exercise that contains the following information:

(i) the date of the notice;

(ii) the option to which the notice relates; and

(iii) the signature of the Party, or an authorised representative or officer of the Party, exercising the Call Option,

(**Notice of Exercise**).

2. Consequence of Exercise and Non-Exercise

(a) **Consequences of exercise:** In the event that the Purchaser serves a Notice of Exercise upon the Vendor in accordance with paragraph 1, a contract for sale of the Option Shares shall be deemed to arise and settlement of that contract for sale shall occur in accordance with paragraph 4.

(b) **Consequences of non-exercise:** In the event that the Purchaser does not serve a Notice of Exercise on the Vendor in accordance with paragraph 1 on or before the Expiry Date, the Call Option will immediately lapse.

3. Exercise Price

The amount payable to exercise the Call Option is the Option Share Consideration.

4. Completion

(a) **Time and location of Completion:**

Completion of the sale and purchase of the Option Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Option Shares to the Purchaser and the Purchaser shall issue the Option Share Consideration to the Vendor.

(b) **Obligations at Completion:**

On the Completion Date, the Purchaser shall do everything to ensure that the Option Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

CALL OPTION DEED

STEINEPREIS PAGANIN

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THIS DEED is dated 11 April 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Option Shares.

B. The Vendor has agreed to grant the Purchaser a call option to acquire the Option Shares pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Call Option means the option to acquire the Option Shares granted by the Vendor to the Purchaser on the terms and conditions set out in Schedule 2.

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares or the Option Shares occurs under this deed.

Completion Date means five (5) Business Days after the date that the Purchaser exercises the Call Option in accordance with this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Expiry Date means 17 July 2026.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Option Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Option Share Consideration means the consideration payable for the Option Shares set out in Item 3 of Schedule 1.

Party means a party to this Deed.

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

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 5.1 and 5.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. GRANT OF CALL OPTION

In consideration of the Purchaser entering into this Deed, the Vendor grants to the Purchaser the Call Option over the Option Shares on the terms and conditions set out in Schedule 1.

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3. RESTRICTIONS ON OPTION SHARES

From the Execution Date until the earlier of to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option, the Vendor must not Dispose of any Option Shares except to the Purchaser in accordance with this deed or with the prior written consent of the Purchaser.

4. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Option Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Options Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 4(a) above occurs, each party shall be responsible for their own tax and other costs.

5. WARRANTIES

5.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares and the Option Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares and the Option Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares and the Option Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

(f) no Event of Insolvency has occurred in relation to the Vendor.

5.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Option Shares following the exercise of the Call Option as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

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(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

5.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

6. CONFIDENTIALITY

6.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

6.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 6.1.

7. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

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(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

8. NOTICES AND OTHER COMMUNICATIONS

8.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 8.2, as varied by any Notice given by the recipient to the sender.

8.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

8.3 Effective on receipt

A Notice given in accordance with clause 8.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

9. GST LIABILITY

9.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

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9.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

9.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

9.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

9.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

10. GENERAL

10.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

10.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

10.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

10.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

10.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

10.6 Entire agreement

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

10.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have

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that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 10.7(a).

10.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

10.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

10.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of director

[redacted]

Signature of director/company secretary*

David Geraghty

Name of director

Mark Di Silvio

Name of director/company secretary*

*please delete as applicable

EXECUTED by)
KENSINGTON CAPITAL MANAGEMENT PTY LTD)
ACN 154 877 335)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of sole director/secretary who is the sole director and sole secretary

Bruce Blackburn

Name of sole director/secretary

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SCHEDULE 1 – DETAILS

Item 1	**Vendor details**	Kensington Capital Management Pty Ltd [redacted]
Item 2	**Option Shares**	7,025,546 fully paid ordinary shares in the Company
Item 3	**Option Share Consideration**	One (1) Purchaser Share for every 5.19 Option Shares (rounded up to the nearest whole number)

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SCHEDULE 2 – CALL OPTION

1. Terms of Call Option

(a) **Offer to Sell:** Subject to paragraph 1(b), the Call Option shall be construed as an offer to sell coupled with an agreement not to revoke the offer before the Expiry Date and shall not be construed as conditional on any other agreement to sell unless and until, and from the time, such option is exercised.

(b) **Call Option:** The Call Option is exercisable at any time between 15 July 2026 and 5.00pm (WST) on the Expiry Date.

(c) **Method of Exercise of Call Option:** Subject to paragraph 1(b), the Call Option may be exercised by the Purchaser delivering to the Vendor a written notice of exercise that contains the following information:

(i) the date of the notice;

(ii) the option to which the notice relates; and

(iii) the signature of the Party, or an authorised representative or officer of the Party, exercising the Call Option,

(**Notice of Exercise**).

2. Consequence of Exercise and Non-Exercise

(a) **Consequences of exercise:** In the event that the Purchaser serves a Notice of Exercise upon the Vendor in accordance with paragraph 1, a contract for sale of the Option Shares shall be deemed to arise and settlement of that contract for sale shall occur in accordance with paragraph 4.

(b) **Consequences of non-exercise:** In the event that the Purchaser does not serve a Notice of Exercise on the Vendor in accordance with paragraph 1 on or before the Expiry Date, the Call Option will immediately lapse.

3. Exercise Price

The amount payable to exercise the Call Option is the Option Share Consideration.

4. Completion

(a) **Time and location of Completion:**

Completion of the sale and purchase of the Option Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Option Shares to the Purchaser and the Purchaser shall issue the Option Share Consideration to the Vendor.

(b) **Obligations at Completion:**

On the Completion Date, the Purchaser shall do everything to ensure that the Option Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

THIS DEED is dated 20 May 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of director

[redacted]

Signature of director/company secretary*

David Geraghty

Name of director

Mark Di Silvio

Name of director/company secretary*

*please delete as applicable

EXECUTED by)
ABINGDON NOMINEES PTY LTD)
ACN 154 830 476 ATF ABINGDON NOMINEES)
INVESTMENT TRUST in accordance with)
section 127 of the *Corporations Act 2001*)
(Cth):

[redacted]

Signature of sole director/secretary who is the sole director and sole secretary

Name of sole director/secretary

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Abingdon Nominees Pty Ltd <Abingdon Nominees Investment Trust> [redacted]
Item 2	**Sale Shares**	13,499,999 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

THIS DEED is dated 20 May 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

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Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

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

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

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(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

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(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

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EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted] [redacted]

Signature of director Signature of director/company secretary*

David Geraghty Mark Di Silvio

Name of director Name of director/company secretary*

*please delete as applicable

EXECUTED AS A DEED by)
BLACKCON PTY LTD)
ACN 666 254 520 ATF BLACKBURN)
SUPERANNUATION FUND)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):

[redacted] [redacted]

Signature of director Signature of director/company secretary*

Name of director Name of director/company secretary*

*please delete as applicable

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SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Blackcon Pty Ltd <Blackburn Superannuation Fund> [redacted]
Item 2	**Sale Shares**	3,750,000 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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THE PARTY SET OUT IN SCHEDULE 1
(Vendor)

and

FORRESTANIA RESOURCES LIMITED
ACN 647 899 698
(Purchaser)

SHARE SALE

STEINEPREIS PAGANIN

THIS DEED is dated 20 May 2026

BETWEEN

The party set out in Schedule 1 (**Vendor**);

AND

Forrestania Resources Limited (ACN 647 899 698) of Suite 2, 295 Rokeby Road, Subiaco, Western Australia (**Purchaser**).

RECITALS

A. The Vendor is the legal and beneficial owner of the Sale Shares.

B. The Vendor has agreed to sell the Sale Shares to the Purchaser pursuant to the terms of this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

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

Company means Zenith Minerals Limited (ACN 119 397 938).

Completion means the date that completion of the Sale Shares occurs under this deed.

Completion Date means in relation to the sale of the Sale Shares, five (5) Business Days after the date of this deed.

Confidential Information means any trade secrets, lists of information pertaining to clients of the Company or suppliers, specifications, drawings, inventions, ideas, records, reports, software, patents, designs, copyright material, secret processes or other information, whether in writing or otherwise, relating to the Company.

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

Deed means the agreement constituted by this document and includes the recitals.

Dispose means, in relation to a Share, to sell, assign, transfer, convey, grant an Encumbrance over, or otherwise dispose of, the legal or beneficial interest in that Share.

Duty means any transfer, transaction or registration duty or similar charge imposed by any Government Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them.

Encumbrance means any encumbrance, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security or agreement of any kind given or created and including any possessory lien in the ordinary course of business whether arising by operation of law or by contract.

Event of Insolvency means:

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

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

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

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

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(ii) winding up a corporation; or

(iii) proposing or implementing a scheme of arrangement;

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

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

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

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

Execution Date means the date of this Deed.

Government Agency means a government or government department, a governmental or semi-governmental or judicial person (whether autonomous or not) charged with the administration of any applicable law.

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.

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

Party means a party to this Deed.

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

Sale Shares means the number of fully paid ordinary shares in the capital of the Company set out in Item 2 of Schedule 1.

Sale Share Consideration means the consideration payable for the Sale Shares set out in Item 3 of Schedule 1.

Security Interest has the meaning given in section 12 of the *Personal Property Securities Act 2009* (Cth).

Warranties means the warranties and representations set out in clauses 4.1 and 4.2.

1.2 Interpretation

In this Deed:

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

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

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

and, unless the context otherwise requires:

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

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

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

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

(i) which ceases to exist; or

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

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

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

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

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

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

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

(m) a reference to time is to Australian Western Standard Time as observed in Perth, Western Australia;

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

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

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

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

(r) a reference to a payment is to a payment by electronic funds transfer to a bank account nominated by the recipient, or such other form of cleared funds the recipient otherwise allows in the relevant lawful currency specified; and

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

2. SALE OF SALE SHARES

(a) Subject to the terms and conditions of this deed, the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares, free from all Encumbrances and together with all rights attaching to them at Completion.

(b) The Vendor warrants that at Completion it will be the sole legal and beneficial owner of the Sale Shares and will have full power and authority to sell and transfer the Sale Shares on the terms set out in this Agreement.

(c) The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

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(d) The aggregate consideration for the Sale Shares shall be the Sale Share Consideration.

(e) Completion of the sale and purchase of the Sale Shares shall take place on the Completion Date at which the Vendor shall provide to the Purchaser an executed transfer form transferring its right, title and interest in the all the Sale Shares to the Purchaser and the Purchaser shall issue the Sale Share Consideration to the Vendor.

(f) On the Completion Date, the Purchaser shall do everything to ensure that the Sale Share Consideration Purchaser Shares are quoted on the ASX and that those Purchaser Shares are capable of being traded by the Vendor upon receipt.

(g) If either party fails to comply with its obligations under this clause 2 on the Completion Date, the other party may (without prejudice to any other rights it may have):

(i) elect to defer Completion to a date no later than five (5) Business Days after the original Completion Date (and this clause 2 shall apply to Completion as so deferred); or

(ii) proceed to Completion so far as practicable without waiving any of its rights.

3. COVENANT IN RELATION TO FUTURE SALE

(a) Where, during the period commencing from Completion and ending on 31 December 2026, the Purchaser disposes of any of the Sale Shares (**Sale Event**), the Purchaser agrees that it will pay to the Vendor an amount equal to 50% of the profit derived by the Purchaser from the sale of those Sale Shares, after deducting any brokerage of the Purchaser associated with that sale (**Vendor Split**). The profit will be payable to the Vendor in cash.

(b) Where a Sale Event occurs, the Purchaser will be deemed to hold the Vendor Split on trust for the Vendor until such time as it has transferred the Vendor Split amount to the Vendor.

(c) Where any distribution of profits under clause 3(a) above occurs, each party shall be responsible for their own tax and other costs.

4. WARRANTIES

4.1 Warranties and representations

The Vendor warrants and represents to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) the Vendor is the legal and beneficial owner of the Sale Shares which are free of all Encumbrances and other third party interests or rights;

(b) the Vendor is able to sell and transfer the Sale Shares without the consent of any other person and free of any pre-emptive rights or rights of first refusal;

(c) the Sale Shares are fully paid and no money is owing in respect of them;

(d) the execution, delivery and performance by the Vendor of this Deed complies with:

(i) each law, regulation, authorisation, ruling, judgement, order or decree of any Government Agency;

(ii) the constitution or other constituent documents of the Vendor; and

(iii) any Security Interest or document which is binding on the Vendor in relation to the Shares and the Company;

(e) the Vendor has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms; and

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(f) no Event of Insolvency has occurred in relation to the Vendor.

4.2 Trustee's warranties

If any Party (**Trustee**) enters into this Deed in the capacity as trustee of any trust (**Trust**) under any trust deed, deed of settlement or other instrument (**Trust Deed**), and whether or not any other Party has notice of the Trust, then the Trustee enters into this Deed both as trustee of the Trust and in its personal capacity and represents and warrants to the Purchaser as at the date of this Deed and each day up to and including the earlier to occur of the Expiry Date and the date of settlement of the sale of the Sale Shares as follows:

(a) it is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;

(b) the Trustee has power under the Trust Deed and, in the case of a corporation, under its constitution, to enter into and execute this Deed and to perform the obligations imposed under this Deed as trustee;

(c) all necessary resolutions have been passed as required by the Trust Deed and, in the case of a corporate Trustee, by its constitution, in order to make this Deed fully binding on the Trustee;

(d) the execution of this Deed is for the benefit of the beneficiaries of the Trust;

(e) the Trustee is not, and has never been, in default under the Trust Deed;

(f) it has a right to be fully indemnified out of the Trust assets in respect of obligations incurred by it under this Deed and the assets of the Trust are sufficient to satisfy that right of indemnity;

(g) there is not now, and the Trustee will not do anything by virtue of which there will be in the future, any restriction or limitation on the right of the Trustee to be indemnified out of the assets of the Trust; and

(h) there is no material fact or circumstance relating to the assets, matters or affairs of the Trust that might, if disclosed, be expected to affect the decision of the other Parties, acting reasonably, to enter into this Deed.

4.3 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5. CONFIDENTIALITY

5.1 Terms to remain confidential

Each Party is to keep confidential the terms of this Deed, and any other Confidential Information obtained in the course of furthering this Deed, or during the negotiations preceding this Deed, and is not to disclose it to any person except:

(a) to employees, legal advisers, auditors and other consultants requiring the information for the purposes of this Deed;

(b) with the consent of the other Party;

(c) if the information is, at the date of this Deed, lawfully in the possession of the recipient of the information through sources other than any of the other Party;

(d) if required by law or the rules of a stock exchange;

(e) if strictly and necessarily required in connection with legal proceedings relating to this Deed;

(f) if the information is generally and publicly available other than as a result of a breach of confidence; or

(g) to a financier or prospective financier (or its advisers) of a Party.

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5.2 Disclosure of Confidential Information

A Party disclosing Confidential Information must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 5.1.

6. DEFAULT

If any Party (**Defaulting Party**) shall make default in the due observance or performance of any of its obligations under this Deed the observance or performance of which is or becomes essential and such default shall continue for seven days after the receipt of a notice in writing from any other Party (**Non-Defaulting Party**) to remedy the default then the Non Defaulting Party may, without further notice to the Defaulting Party:

(a) rescind this Deed and be entitled to such damages as to which the Non-Defaulting Party would be entitled at common law or in equity; and/or

(b) sue the Defaulting Party for specific performance.

7. NOTICES AND OTHER COMMUNICATIONS

7.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

(a) in writing, in English and signed by a person duly authorised by the sender; and

(b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

7.2 Address of Parties

The initial address of the Parties shall be as follows:

VENDOR	PURCHASER	
As set out in Schedule 1	**Address:**	Suite 2, 295 Rokeby Road Subiaco WA 6008
	Email:	david.geraghty@forrestaniaresources.com.au
	For the attention of:	David Geraghty

7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);

(c) if sent by post, on the third Business Day after the date of posting;

(d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

(e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

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8. GST LIABILITY

8.1 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Deed, the Party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to the GST inclusive or the supply is subject to reverse charge.

8.2 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Deed is based on any cost, expense or other liability, it will be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

8.3 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Deed, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.

8.4 Survival

This clause will not merge upon completion and will continue to apply after the expiration or termination of this Deed.

8.5 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the GST Act*)* will have the same meaning in this clause.

9. GENERAL

9.1 Further acts

Each Party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed.

9.2 Costs

(a) **Duty**

All Duty assessed on or in respect of this Deed shall be paid by Purchaser.

(b) **Legal costs**

Each Party shall bear their own legal costs of and incidental to the preparation, negotiation and execution of this Deed.

9.3 Amendment

This Deed may only be amended in writing signed by each of the Parties.

9.4 Severability

If any term or provision of this Deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this Deed.

9.5 Assignment

No Party may assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of the other Party.

9.6 Entire agreement

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

9.7 Jurisdiction

(a) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this Deed.

(b) Each Party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 9.7(a).

9.8 Governing law

This Deed is governed by and will be construed in accordance with the laws of Western Australia.

9.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

9.10 Time

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

For personal use only

EXECUTED by the Parties as a deed.

EXECUTED by)
FORRESTANIA RESOURCES LIMITED)
ACN 647 899 698)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of director

[redacted]

Signature of director/company secretary*

David Geraghty

Name of director

Mark Di Silvio

Name of director/company secretary*

*please delete as applicable

EXECUTED by)
KENSINGTON CAPITAL MANAGEMENT PTY LTD)
ACN 154 877 335)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

[redacted]

Signature of sole director/secretary who is the sole director and sole secretary

Name of sole director/secretary

For personal use only

SCHEDULE 1 – DETAILS

Item 1	**Vendor Details**	Kensington Capital Management Pty Ltd [redacted]
Item 2	**Sale Shares**	7,025,546 fully paid ordinary shares in the Company
Item 3	**Sale Share Consideration**	One (1) Purchaser Share for every 5.19 Sale Shares (rounded up to the nearest whole number)

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