

Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder****To** Company Name/Scheme **Geopacific Resources Limited (ASX:GPR)**ACN/ARSN **003 208 393****1. Details of substantial holder (1)**Name **St Barbara Limited (ASX:SBM)**ACN/ARSN (if applicable) **009 165 066**The holder became a substantial holder on **05/06/2025****2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully Paid Ordinary Shares	458,565,351	458,565,351	14.409% (based on 3,182,465,326 fully paid ordinary shares on issue)

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
St Barbara Limited	Relevant interest under section 608(1)(b) and/or (c) of the Corporations Act 2001, being a relevant interest arising through St Barbara Limited being the beneficial owner of the securities. St Barbara Limited acquired its relevant interest pursuant to a Share Buy Back Agreement with Patronus Resources Limited and Patronus Invest Pty Ltd entered into on 5 June 2025, a copy of which is attached as Annexure 'A'.	458,565,351 fully paid ordinary shares

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
St Barbara Limited	Patronus Invest Pty Ltd	Patronus Invest Pty Ltd	458,565,351 fully paid ordinary shares

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5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
St Barbara Limited	5/06/2025		158,125,983 Patronus Invest Pty Ltd fully paid ordinary shares in accordance with Share Buy Back Agreement (Annexure 'A')	458,565,351 fully paid ordinary shares

6. Associates

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

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

7. Addresses

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

Name	Address
St Barbara Limited	Level 19, 58 Mounts Bay Road, Perth, Western Australia

Signature

print name **Kylie Panckhurst** capacity **Company Secretary**

sign here *Kylie Panckhurst* date **09/06/2025**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.

- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).
- See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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Annexure A

FINAL

SHARE BUY-BACK AGREEMENT

Patronus Resources Limited ACN 150 597 541
Company

Patronus Invest Pty Ltd ACN 677 335 689
Patronus Invest

St Barbara Limited ACN 009 165 066
Seller



Whadjuk Noongar Boodja
Level 26, 140 St Georges Terrace
Perth WA 6000

PO Box 8098
Cloisters Square
Perth WA 6850

Ref: 2008017

Contact: Will Moncrieff
will.moncrieff@blackwall.legal
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Share Buy-Back Agreement

Entered into on 5 June 2025.

Parties

Company **Name:** Patronus Resources Limited ACN 150 597 541
Address: Level 1, 24 Outram Street, West Perth WA 6005
Email: j.ingram@patronusresources.com.au
Attention: John Ingram

Patronus Invest **Name:** Patronus Invest Pty Ltd Limited ACN 677 335 689
Address: Level 1, 24 Outram Street, West Perth WA 6005
Email: j.ingram@patronusresources.com.au
Attention: John Ingram

Seller **Name:** St Barbara Limited ACN 150 597 541
Address: Level 19, 58 Mounts Bay Road, Perth WA 6000
Email: company.secretary@stbarbara.com.au
Attention: Andrew Strelein

Recitals

- A. The Seller is the legal holder of the Buy-Back Shares listed in item 1 of Schedule 2.
- B. Patronus Invest is the legal holder of the Consideration GPR Shares listed in item 2 of Schedule 2.
- C. Patronus Invest is a wholly-owned subsidiary of the Company.
- D. The parties have agreed the terms and conditions on which the Company will buy back and cancel the Buy-Back Shares in accordance with the provisions of Division



2, Part 2J.1 of the Corporations Act, in consideration for the transfer of the Consideration GPR Shares from Patronus Invest to the Seller.

Operative Terms

It is agreed:

1. Definitions and interpretation

1.1. Defined terms

Capitalised terms are defined in the Glossary located at Schedule 1

1.2. Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Perth time;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of any of them;



- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed, or the event must occur on or by the next Business Day.

1.3. Headings

Headings are for ease of reference only and do not affect interpretation.

2. Agreement to buy back

2.1. Buy-Back

- (a) The Seller agrees to sell, and the Company agrees to buy back, the Buy-Back Shares for the Consideration, free of Encumbrances, on and subject to the terms and conditions set out in this Agreement (**Buy-Back**).
- (b) The parties agree the Consideration is to be paid and satisfied by Patronus Invest transferring all right title and interest in the Consideration GPR Shares free of Encumbrances to the Seller or its nominee at Completion.
- (c) The parties acknowledge and agree that:
 - (i) the Consideration and the number of Consideration GPR Shares to be transferred to the Seller as the Consideration has been determined in accordance with the following formula:

$$C = (B \times \text{PTN VWAP}) / \text{GPR VWAP}$$

where:



C is the number Consideration GPR Shares; and

B is the number of Buy-Back Shares; and

- (ii) for accounting purposes, the price per Buy-Back Share is equal to the PTN VWAP.
- (d) The Buy-Back Shares are transferred to the Company together with all rights which are attached to or have accrued in relation to the Buy-Back Shares as at the Completion Date.
- (e) The Consideration GPR Shares are transferred to the Seller together with all rights which are attached to or have accrued in relation to the Consideration GPR Shares as at the Completion Date.

2.2. Cancellation

The parties acknowledge and agree that, on completion of the Buy-Back, the Buy-Back Shares will be cancelled in accordance with section 257H of the Corporations Act.

3. Actions prior to Completion

3.1. Seller's obligations prior to Completion

During the period prior to Completion, the Seller must do or refrain from doing (as the context requires) the following unless the Company gives its prior written consent or unless such action is expressly contemplated under this Agreement:

- (a) **(preservation)** preserve and maintain the Buy-Back Shares; and
- (b) **(restriction on Dealing)** not Deal with any of the Buy-Back Shares.

3.2. Company's and Patronus Invest's obligations prior to Completion

During the period prior to Completion, the Company and Patronus Invest must do or refrain from doing (as the context requires) the following unless the Seller gives its prior written consent or unless such action is expressly contemplated under this Agreement:

- (a) **(preservation)** preserve and maintain the Consideration GPR Shares; and
- (b) **(restriction on Dealing)** not Deal with any of the Consideration GPR Shares.



4. Completion Conditions

4.1. Completion Conditions

Completion is subject to and conditional on each of the conditions precedent (**Completion Conditions**) set out in the table below being satisfied or waived on or before Completion.

Completion Condition	Party with burden to satisfy	Party with benefit
(Authorisations of Company) The Company obtaining all Authorisations which are necessary to effect Completion, including the Buy-Back being approved by a special resolution at a general meeting of the Company's shareholders in accordance with section 257D(1)(a) of the Corporations Act.	Company	Seller Company

4.2. Satisfaction of Completion Conditions

Each party with the burden of a Completion Condition must use all reasonable endeavours to ensure that the Completion Condition is satisfied as soon as is reasonably practicable after the Execution Date, and in any event before Completion.

4.3. Waiver of Completion Conditions

- (a) The party with the benefit of a Completion Condition may, at that party's absolute discretion, waive that Completion Condition conditionally or unconditionally by giving the other party written notice to that effect.
- (b) If more than one party has the benefit of a Completion Condition, that Completion Condition is not waived unless all of those parties give a notice to that effect under clause 4.3(a).

4.4. Non-satisfaction of Completion Conditions

If a Completion Condition is not satisfied by the Sunset Date, then:

- (a) the party with the benefit of that Completion Condition may terminate this Agreement by giving the other party written notice to that effect;
- (b) subject to this clause 4.4, this Agreement and any other agreement entered into pursuant to this Agreement ends and does not have any further effect from the time the first party to receive a termination notice receives that notice;



- (c) clauses 4, 7, 8 and 9 survive the termination; and
- (d) the termination is without prejudice to a party's right to enforce a Claim which accrues or arises in relation to the period of time before termination.

5. Completion

5.1. Time and place

Completion must take place on the Completion Date at the offices of the Company, or such other place, time and date as the parties mutually agree in writing.

5.2. Obligations of the Seller

The Seller must do the following at Completion:

- (a) deliver, or cause to be delivered to the Company:
 - (i) a share transfer form or other instrument to effect the transfer of the Buy-Back Shares to the Company, completed and signed by or on behalf of the Seller and in registrable form; and
 - (ii) procure that all Encumbrances of the Buy-Back Shares (if any) are fully released and discharged and provide evidence to the satisfaction of the Company (acting reasonably and in good faith) of the same; and
- (b) all other things and sign all other documents necessary to give effect to the Buy-Back.

5.3. Obligations of the Company

The Company and Patronus Invest must do the following at Completion:

- (a) pay the Consideration to the Seller by procuring Patronus Invest to transfer the Consideration GPR Shares to the Seller;
- (b) Patronus Invest must transfer the Consideration GPR Shares to the Seller;
- (c) deliver to the Seller a share transfer form or other instrument to effect the transfer of the Consideration GPR Shares to the Seller, completed and signed by or on behalf of the Company and in registrable form;
- (d) procure that all Encumbrances of the Consideration GPR Shares (if any) are fully released and discharged and provide evidence to the satisfaction of the Seller (acting reasonably and in good faith) of the same; and
- (e) all other things and sign all other documents necessary to give effect to the Buy-Back and the payment of the Consideration.



5.4. Simultaneous transactions

- (a) The transactions contemplated by clauses 5.2 and 5.3 are interdependent and must take place (as near as possible) simultaneously or not at all.
- (b) Completion is taken to have occurred when all parties have performed all their respective obligations under clauses 5.2 and 5.3.
- (c) If an obligation of any party required to be performed at Completion is not performed at Completion, regardless of whether it is waived as a condition or requirement of Completion, the relevant party remains obliged to perform that obligation unless the other party agrees that the relevant party is not obliged to perform that obligation.

6. Warranties and indemnities

6.1. Seller's warranties

The Seller represents and warrants to the Company and Patronus Invest that each of the following statements is true, complete, accurate and not misleading in any material respect as at the Execution Date and at Completion (except where a statement is expressed to be given on a particular date, in which case that statement is given on that date only):

- (a) **(title)** the Seller:
 - (i) is the registered holder of the Buy-Back Shares, being all of the PTN Shares owned or otherwise held by the Seller as at the Execution Date; and
 - (ii) holds all legal right, title and interest in and to the Buy-Back Shares held in its name;
- (b) **(no Encumbrances)** the Buy-Back Shares are free of any Encumbrances;
- (c) **(no interests)** no other person holds any right or interest in the Buy-Back Shares, including any right or option to acquire the same; and
- (d) **(not a Substantial (10%+) Holder)** the Seller is not, and has not at any time in the 6 months prior to the Execution Date been, a Substantial (10%+) Holder of the Company.

6.2. Warranties of Company and Patronus Invest

The Company and Patronus Invest represent and warrant to the Seller that each of the following statements is true, complete, accurate and not misleading in any material respect as at the Execution Date and at Completion (except where a



statement is expressed to be given on a particular date, in which case that statement is given on that date only):

- (a) (**subsidiary**) Patronus Invest is a wholly-owned subsidiary of the Company;
- (b) (**title**) Patronus Invest:
 - (i) is the registered holder of 500,000,000 GPR Shares; and
 - (ii) holds all legal right, title and interest in and to the Consideration GPR Shares held in its name;
- (c) (**no Encumbrances**) the Consideration GPR Shares are free of any Encumbrances;
- (d) (**no interests**) no other person holds any right or interest in the Consideration GPR Shares, including any right or option to acquire the same; and
- (e) (**Authorisations**) the Company has taken all necessary actions and obtained all necessary Authorisations required to effect the Buy-Back, subject to the Buy-Back being approved by a special resolution at a general meeting of the Company's shareholders in accordance with section 257D(1)(a) of the Corporations Act.

6.3. General warranties

Each of the parties represents and warrants to the other party that each of the following statements is true, complete, accurate and not misleading in any material respect as at the Execution Date and at Completion (except where a statement is expressed to be given on a particular date, in which case that statement is given on that date only):

- (a) it has full power, legal capacity and authority to enter into and perform its obligations under this Agreement in accordance with its terms;
- (b) this Agreement constitutes legal, valid and binding obligations on it and is enforceable in accordance with its terms, subject to laws generally affecting creditors' rights and to principles of equity;
- (c) no Insolvency Event has occurred in relation to it;
- (d) so far as it is aware, there are no facts, matters or circumstances which give any person the right to apply to liquidate it or wind it up; and
- (e) each other party has not made any promise, representation or inducement or been a party to any conduct material to them entering into this Agreement other than as set out in this Agreement.



6.4. Effect of warranties

- (a) Each warranty given by a party under this Agreement is to be construed independently and is not limited by reference to another warranty given by that party.
- (b) The Seller acknowledges that the Company and Patronus Invest have entered into this Agreement, and will complete the transactions contemplated by this Agreement, in reliance on the warranties given by the Seller to the Company and Patronus Invest under clauses 6.1 and 6.3.
- (c) The Company and Patronus Invest acknowledge that the Seller has entered into this Agreement, and will complete the transactions contemplated by this Agreement, in reliance on the warranties given by the Company and Patronus Invest to the Seller under clauses 6.2 and 6.3.

7. Confidentiality and announcements

7.1. Confidentiality

- (a) Each party (**Recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another party or its business (which is disclosed to the Recipient by the other party, its representatives or advisers), this Agreement or the terms of the Buy-Back, other than to the extent that:
 - (i) the information is in the public domain as at the Execution Date (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
 - (ii) the Recipient is required to disclose the information by applicable law, provided that the Recipient has consulted with the provider of the information as to the form and content of the disclosure;
 - (iii) the disclosure is made by the Recipient to its financiers or lawyers, accountants, consultants or other professional advisers to the extent necessary to enable the Recipient to properly perform its obligations under this Agreement or to conduct its business generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;
 - (iv) the disclosure is required for use in legal proceedings regarding this Agreement or the Buy-Back; or
 - (v) the party to whom the information relates has consented in writing before the disclosure.



- (b) Each Recipient must ensure that its directors, officers, employees, agents, representatives and Related Bodies Corporate comply in all respects with the Recipient's obligations under this clause 7.1.

7.2. Agreed announcement

A party may not make any public announcement relating to this Agreement (including the fact that the parties have executed this Agreement) without first giving the other party a copy of the proposed announcement or release and 1 (one) Business Day to comment on the form and manner of the announcement or release unless the announcing party is required by law or the requirements of a regulatory body (including the ASX and any other relevant stock exchange) to make an immediate announcement, in which case the announcing party will provide the other party with as much notice and opportunity to comment on the proposed announcement as is reasonable in the circumstances.

8. Default and termination

8.1. Default on Completion

- (a) If a party (**Defaulting Party**) does not perform its obligations under clause 5.2 or 5.3 (as applicable) on the Completion Date, then the other party (**Non-Defaulting Party**) may give the Defaulting Party a notice requiring the Defaulting Party to attend and effect Completion (including performance of those outstanding obligations) within 5 Business Days of receipt of the notice.
- (b) Where the Defaulting Party is the Seller, the Seller irrevocably appoints the Company and each of its directors, as attorney and agent for the Seller with power to complete the Buy-Back as contemplated by clause 5.2, including the power for either the Company or any two of its directors, acting jointly, to execute all necessary documentation to complete the Buy-Back on behalf of the Seller.
- (a) Where the Defaulting Party is the Company or Patronus Invest, the Company and Patronus Invest irrevocably appoints the Seller and each of its directors, as attorney and agent for the Company and Patronus Invest with power to complete the transfer of the Consideration GPR Shares as contemplated by clause 5.3, including the power for either the Seller or any two of its directors, acting jointly, to execute all necessary documentation to complete the transfer of the Consideration GPR Shares on behalf of the Company and Patronus Invest.
- (b) Without limiting clause 8.1(b), the Non-Defaulting Party may, in addition to any other rights or remedies available to it at law, elect to seek specific performance of the Defaulting Party's obligations under this Agreement or to terminate this Agreement if the Defaulting Party:



- (i) does not attend and perform obligations that it is required to perform at Completion within the period specified in the Non-Defaulting Party's notice under clause 8.1(a); or
 - (ii) commits a material breach of any obligation on its part under this Agreement on or before Completion and, where that breach is capable of remedy, it is not remedied to the Non-Defaulting Party's satisfaction (acting reasonably) within 5 Business Days after notice of the breach is given by the Non-Defaulting Party to the Defaulting Party.
- (c) If the Non-Defaulting Party elects to terminate this Agreement under clause 8.1(b), it must give the other party written notice to that effect.

8.2. Effect of termination

If this Agreement is terminated under this clause 8, then:

- (a) subject to this clause 8.2, this Agreement and any other agreement entered into pursuant to this Agreement ends and does not have any further effect from the time the first party to receive a termination notice receives that notice;
- (b) clauses 4, 7, 8 and 9 survive the termination; and
- (c) the termination is without prejudice to a party's right to enforce a Claim which accrues or arises in relation to the period of time before termination.

9. Miscellaneous clauses

9.1. Governing law

The laws of the State of Western Australia govern this Agreement.

9.2. Jurisdiction

The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and all courts hearing appeals from such courts.

9.3. Variation

This Agreement may only be varied by a document signed by or on behalf of each of the parties.

9.4. Severance

If any provision of this Agreement is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this Agreement to the



minimum extent necessary and with the intent that the remaining provisions of this Agreement remain in full force and effect.

9.5. Assignment

A party must not assign, transfer or otherwise dispose of any obligation, right or benefit under this Agreement without first obtaining the other party's prior written consent, and any purported assignment, transfer or other disposal contrary to this clause is void.

9.6. Entire agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this Agreement.

9.7. Survival

- (a) The warranties and indemnities expressly stated in this Agreement survive Completion and the termination of the Agreement.
- (b) To the extent that a party has not satisfied an obligation under this Agreement or that obligation is a continuing obligation, that obligation survives the termination of the Agreement.

9.8. Merger

A party's rights and obligations in relation to this Agreement do not merge on the signing of this Agreement or the completion of a transaction under this Agreement.

9.9. Costs and expenses

Each party must pay its own legal and other costs and expenses in relation to preparation and execution of this Agreement and any related document.

9.10. Further assurances

Each party at its own expense must exercise such powers as are available to them, do all such acts, sign, execute and deliver such documents or instruments, provide all such assistance, and otherwise do everything necessary to give full effect to this Agreement.

9.11. Notices

- (a) Each communication (including each notice, consent, approval, request and demand) given by a party to another party in relation to this Agreement:
 - (i) must be in writing and in the English language;



- (ii) must be addressed to the recipient party using the contact details of the recipient party specified in this Agreement or as otherwise notified by the recipient party to each other party from time to time;
- (b) must be signed by the party making it or by that party's lawyer, attorney, director, secretary or authorised agent;
- (c) must be delivered by hand, sent by prepaid post, or sent by email to the recipient party at the address or using the contact details specified in this Agreement; and
- (d) is taken to be received by the recipient party:
 - (i) in the case of delivery by hand, on delivery;
 - (ii) in the case of prepaid post, on the 3rd Business Day after the date of posting; or
 - (iii) in the case of email, at the time it is delivered to the recipient party's host server.
- (e) Notwithstanding clause 9.11(d), if a communication given under clause 9.11(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

9.12. Counterparts

- (a) This Agreement may be signed in any number of counterparts which taken together are one and the same document.
- (b) This Agreement is binding on the parties on the exchange of counterparts.



Schedule 1 – Glossary

In this Agreement, unless the context otherwise requires, the following words have the meanings given to them in the table below:

Agreement means this Share Buy-Back Agreement.

ASX means the Australian Securities Exchange.

Authorisation means:

- (a) any consent, authorisation, registration, filing, agreement, notarisation, certificate, permit, licence, approval, authority or exemption of, from or required by, a Governmental Agency or required by law; where intervention or action of a Governmental Agency within a specified period would fully or partly prohibit or restrict something by law, Authorisation includes the expiry of that period without that intervention or action;
 - (b) a contractual or trustee consent; or
 - (c) an internal management consent.
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Business Day means a day other than a Saturday, a Sunday, a public holiday or a bank holiday in Western Australia.

Buy-Back has the meaning given to that term in clause 2.1(a).

Buy-Back Shares means the PTN Shares specified as “Buy-Back Shares” in item 1 of Schedule 2.

Claim means, in relation to a person, any allegation, action, cause of action, claim, proceeding, suit or demand of any nature made or brought by or against a person, whether present, future, unascertained, contingent, immediate, fixed or actual and whether arising at law, in equity, under statute or otherwise.

Company means Patronus Resources Limited ACN 150 597 541.

Completion means completion and settlement of the Buy-Back between the Company and the Seller under this Agreement.

Completion Condition has the meaning given to that term in clause 4.1.

Completion Date means the date on which Completion occurs, being:

- (a) the later of:
-



- (i) five Business Days after all Completion Conditions have been satisfied or waived; and
 - (ii) two Business Days after the Buy-Back being approved by the Company's shareholders in accordance with section 257D of the Corporations Act; or
- (b) such other date as the parties agree.

Consideration means the consideration payable by the Company to the Seller for the Buy-Back Shares, being the Consideration GPR Shares.

Consideration GPR Shares means the GPR Shares specified as "Consideration GPR Shares" in item 2 of Schedule 2, determined in accordance with clause 2.1(c).

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

Dealing means to directly or indirectly:

- (a) sell, assign, transfer, declare a trust over or otherwise dispose of any legal, beneficial or economic interest in a Buy-Back Share or a GPR Consideration Share;
 - (b) Encumber a Buy-Back Share or a GPR Consideration Share or any legal, beneficial or economic interest in such share;
 - (c) grant or exercise an option or any other right in respect of a Buy-Back Share or a GPR Consideration Share in favour of any third party;
 - (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, a Buy-Back Share or GPR Consideration Share; or
 - (e) agree to do any of those things,
- and **Deal** has a corresponding meaning.

Encumbrance means any one or more of the following, whether registered or unregistered, statutory, legal or equitable:

- (a) a 'security interest' within the meaning given to that term under the *Personal Property Securities Act 2009* (Cth);
- (b) any security for payment of money, performance of obligations or protection against default;
- (c) a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order or monetary claim, or a flawed deposit arrangement; or
- (d) a royalty, caveat, right of access, pre-emptive right, lease, licence, profit à prendre, judgement debt, or other interest,



and **Encumber** has a corresponding meaning.

Execution Date means the date that the last party executes this Agreement.

Governmental Agency means any one or more of the following:

- (a) any government (federal, state or local/municipal) or any governmental, administrative, regulatory or judicial body, department, authority, commission, tribunal, delegate, instrumentality or agency;
- (b) any person (including a minister, secretary or equivalent administering any legislation) acting on behalf of any entity or thing referred to in paragraph (a) of this definition; and
- (c) any body, entity, commission, thing or person analogous to those referred to in paragraphs (a) or (b) of this definition.

GPR Share means a fully paid ordinary share in the capital of Geopacific Resources Limited ACN 003 208 393.

GPR VWAP means the amount specified as “GPR VWAP” in item 5 of Schedule 2, being the 30-day VWAP of GPR Shares immediately prior to the Execution Date.

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator is appointed to it under the Corporations Act ss 436A, 436B or 436C;
- (d) a Controller (as defined in the Corporations Act s 9) is appointed to it or any of its assets;
- (e) a receiver is appointed to it or any of its assets;
- (f) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent;
- (g) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;
- (h) it is insolvent as disclosed in its accounts or otherwise, states that it is insolvent, is presumed to be insolvent under an applicable law (including under the Corporations Act ss 459C(2) or 585)) or otherwise



	is, or states that it is, unable to pay all its debts as and when they become due and payable;
	(i) it is taken to have failed to comply with a statutory demand as a result of the Corporations Act s 459F(1);
	(j) a notice is issued under the Corporations Act ss 601AA or 601AB and not withdrawn or dismissed within 15 Business Days;
	(k) a writ of execution is levied against it or a material part of its property which is not dismissed within 15 Business Days;
	(l) it ceases to carry on business or threatens to do so; or
	(m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the events set out in the above paragraphs of this definition.

Listing Rules	means the listing rules of ASX.
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party	means a party to this Agreement, including that party’s successors and permitted assigns.
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PTN Share or Share	means a fully paid ordinary share in the capital of the Company.
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PTN VWAP	means the amount specified as “PTN VWAP” in item 4 of Schedule 1, being the 30-day VWAP of PTN Shares immediately prior to the Execution Date.
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Purchase Price	means the amount specified as “Purchase Price” in item 3 of Schedule 2.
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Related Body Corporate	has the meaning given to the term “related body corporate” in the Corporations Act.
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Substantial (10%+) Holder	has the meaning given to the term “substantial (10%+) holder” in the Listing Rules.
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Sunset Date	means 31 August 2025.
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VWAP	means the volume weighted average price of shares (calculated to four decimal places) traded on ASX ‘On-market’ (as that term is defined in the ASX Operating Rules), excluding special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades, as determined in accordance with ASX’s customary practice.
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Schedule 2 – Buy Back Details

In this Agreement, unless the context otherwise requires, the following words have the meanings given to them in the table below:

Item		
1	Buy Back Shares	158,125,983 PTN Shares.
2	Consideration GPR Shares	458,565,351 GPR Shares.
3	Buy-Back Price	\$9,171,307.
4	PTN VWAP	\$0.058, being the 30-day VWAP of PTN Shares immediately prior to the Execution Date.
5	GPR VWAP	\$0.02, being the 30-day VWAP of GPR Shares immediately prior to the Execution Date.

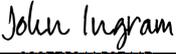


Signing Page

Executed as an agreement.

Company

EXECUTED by **Patronus Resources Limited ACN 150 597 541** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signed by:

826F7534A56744D...
Signature of Director

Signed by:

3C058F21C413433...
Signature of Director/Secretary

John Ingram
Full name (please print)

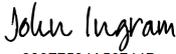
Stephen Jones
Full name (please print)

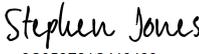
9/6/2025 | 15:39 AWST
Date

9/6/2025 | 16:06 AWST
Date

Patronus Invest

EXECUTED by **Patronus Invest Pty Ltd ACN 677 335 689** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signed by:

826F7534A56744D...
Signature of Director

Signed by:

3C058F21C413433...
Signature of Director/Secretary

John Ingram
Full name (please print)

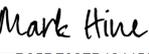
Stephen Jones
Full name (please print)

9/6/2025 | 15:39 AWST
Date

9/6/2025 | 16:06 AWST
Date

Seller

EXECUTED by **St Barbara Limited ACN 009 165 066** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signed by:

D35DF02FB424450...
Signature of Director

DocuSigned by:

794E55DB5010458...
Signature of Director/Secretary

Mark Hine
Full name (please print)

Kylie Panckhurst
Full name (please print)

9/6/2025 | 16:11 AWST
Date

9/6/2025 | 15:46 AWST
Date