

ASX Announcement

14 July 2025

Tranche 1 Payment of \$400,000 received on up to \$3.2 million Mt Morgan Sale

KEY POINTS

- Tranche 1 Completion under the Asset Sale Agreement with Lithium Energy Limited (ASX: LEL) has finalised
- GBM has received \$400,000 for the Tranche 1 Completion Payment, forming part of potential total proceeds of up to ~\$3.2 million, reflecting a staged transaction that includes further deferred and milestone-based payments
- GBM to receive a further ~\$1.6 million in staged cash payments over the next 21 months (Tranche 1 Deferred + Tranche 2)
- Up to an additional A\$1.2 million contingent milestone payments to be received by GBM, linked to completion of maiden JORC MRE, First Scoping Study and First DFS of the Mt Morgan Project
- GBM retains upside exposure to the Mt Morgan Project through its entitlement to milestone-linked payments and a 1.33% NSR royalty, with flexibility via a partial buyback option
- A 51% interest in the Mt Morgan Tenements has been transferred to Lithium Energy Limited
- Transaction supports GBM's strategy to focus on its significant Drummond Basin gold portfolio which contains a JORC resource 1.8Moz

GBM Resources Limited (ASX: GBZ) (GBM or the Company) is pleased to advise that Tranche 1 Completion has occurred under the Asset Sale Agreement with Lithium Energy Limited (ASX: LEL) (Lithium Energy) for the sale of the Company's Mt Morgan Gold-Copper Project in Queensland.

In accordance with the terms of the Agreement, GBM has now transferred a 51% interest in the Mt Morgan Tenements to Mt Morgan Pty Ltd, a subsidiary of Lithium Energy, and has received a cash payment of \$0.4 million from Lithium Energy.

This payment forms part of GBM's total potential consideration of up to ~\$3.2 million, comprising approximately ~\$2.0 million in staged cash payments and up to ~\$1.2 million in contingent milestone payments, along with a 1.33% Net Smelter Return (NSR) royalty with a partial buyback option.

GBM expects to receive the deferred payment of \$0.6 million in nine months' time and \$1.0 million in 21 months' time following the completion of Tranche 2 and the transfer of the remaining 49% interest in the Tenements to Lithium Energy.

GBM Executive Director, Andrew Krelle commented:

"Finalising the Tranche 1 Completion Payment marks a key milestone in GBM's ongoing divestment strategy of non-core assets. We thank Lithium Energy for their cooperation to finalise this stage of the sale process. The proceeds strengthen GBM's balance sheet and allows the Company to maintain its strategic focus on expanding the 1Moz resource base at Twin Hills".

Further updates will be provided as additional milestones under the Agreement are achieved.

For further information please contact:

Investor enquiries

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About GBM Resources

GBM Resources Limited (ASX: GBZ) is a Queensland based mineral exploration and development company focused on the discovery of world-class gold and copper deposits in Eastern Australia. The Company has a high calibre project portfolio, hosting district scale mineral systems, located in several premier metallogenic terrains.

GBM's flagship project in the Drummond Basin (QLD) holds ~1.84 Moz of gold in JORC resources (Mt Coolon, Yandan and Twin Hills). Some tenements (see Appendix 1) in the Basin are subject to a A\$25m farm-in with Newmont. 2025 will see an expanded drilling program across GBM's tenements which is aiming to define 2-3Moz and support GBM's transition into a mid-tier Australian gold company.

Separately GBM also holds a 49% interest in tenements in the Mt Morgan district in the Mt Isa Inlier in Queensland and holds a 100% interest in the White Dam Gold-Copper Project in South Australia. Divestment of these non-core assets is in progress.

Summary of Combined Transaction

Lithium Energy and subsidiaries (**LEL Group**) have entered into agreements to acquire a 100% interest in the Capricorn Project, as follows:

- (a) an Asset Sale Agreement (dated 12 March 2025) between LEL (as Buyer Guarantor), LEM, MM (as Buyer) and GBZ (as Seller) to acquire the GBZ tenements and mining information (**GBZ Agreement**);
- (b) an Asset Sale Agreement (dated 12 March 2025) between LEL (as Buyer Guarantor), LEM, MMS (as Buyer), PTr (as Seller) and MZPL and GSGC (as Seller Guarantors), to acquire the PTr tenements and mining information (**PTr Agreement**); and
- (c) a Royalty Deed (dated 12 March 2025) between LEL (as Buyer Guarantor), LEM (as Payer), MMM, MMS and MMS and PTr (as Payees) (**Royalty Deed**).

A summary of the material terms of the GBZ Agreement and PTr Agreement (which are on materially identical terms save for the value of the consideration, the Tranche 2 Conditions and the Seller Guarantor provisions in the PTr Agreement) (collectively, **Agreements**) are as follows:

Parties	<p>Under the GBZ Agreement:</p> <ul style="list-style-type: none"> (1) Lithium Energy Limited (ABN 94 647 135 108) (ASX:LEL) (LEL) (as Buyer Guarantor); (2) LE Minerals Pty Ltd (ABN 18 682 458 537), being a subsidiary of LEL (LEM); (3) Mt Morgan Pty Ltd (ABN 33 684 352 752), being a subsidiary of LEM (MM) (as Buyer); and (4) GBM Resources Limited (ABN 91 124 752 745) (ASX:GBZ) (GBZ) (as Seller). <p>Under the PTr Agreement:</p> <ul style="list-style-type: none"> (1) LEL (as Buyer Guarantor); (2) LEM; (3) Mt Morgan South Pty Ltd (ABN 15 683 532 578), being a subsidiary of LEM (MMS) (as Buyer); (4) Great Southern Gold Corp. (Incorporation No. BC1089189) (GSGC) (as a Seller Guarantor); (5) Management Z Pty Ltd (ABN 64 607 535 704), being a subsidiary of GSGC (MZPL) (as a Seller Guarantor); and (6) PTr Resources Pty Ltd (ABN 34 153 851 702), being s subsidiary of MZPL (PTr) (as Seller).
Completion in 2 Tranches	<p>The acquisition of the GBZ tenements and PTr tenements (collectively, Tenements) and mining information under the Agreements will occur in 2 tranches:</p> <ul style="list-style-type: none"> (a) Tranche 1 – transfer of a 51% interest in the Tenements and 100% of the mining information, to be completed after the satisfaction or waiver of the Conditions (Tranche 1 Completion Date); and (b) Tranche 2 – transfer of the remaining 49% interest in the Tenements, to be completed 21 months after the Tranche 1 Completion Date (Tranche 2 Completion Date). <p>Completion of each tranche under the GBZ Agreement shall occur contemporaneously with completion of each tranche under the PTr Agreement.</p>
Consideration	Consideration payable by the Buyers to the Sellers are as follows (ex GST):

	<p>(GBZ share of payments under Consideration highlighted in bold below)</p> <p>(a) Cash Purchase Price totalling \$3,025,290 comprising:</p> <ul style="list-style-type: none"> (1) Deposit: \$100,000 Paid on execution of the Agreements (Execution Date) to GBZ (\$66,667) and PTr (\$33,333). (2) Tranche 1 Completion Payment: \$600,000 Paid on the Tranche 1 Completion Date to GBZ (\$400,000) and PTr (\$200,000). (3) Tranche 1 Deferred Payment: \$825,290 Payable 9 months after the Tranche 1 Completion Date to GBZ (\$561,675) and PTr (\$263,615). (4) Tranche 2 Payment: \$1,500,000 Payable 21 months after the Tranche 1 Completion Date to GBZ (\$1,000,000) and PTr (\$500,000). <p>(b) Contingent Payments totalling up to \$2,500,000 comprising:</p> <ul style="list-style-type: none"> (1) First JORC MRE: \$250,000 (capped at \$1,000,000) Payable on the delineation and public announcement of a maiden JORC Mineral Resource Estimate (MRE) located within any of the Tenements, to GBZ (\$166,667) and PTr (\$83,333). This payment may be made on multiple maiden MRE's delineated on different deposits but is capped at a total of \$1,000,000 (GBZ share capped at \$666,666). (2) First Scoping Study: \$500,000 Payable on the completion and public announcement of a Scoping Study in respect of the development of one or more mineral deposits located within any of the Tenements, to GBZ (\$333,333) and PTr (\$166,667). This payment shall be paid only once. (3) First DFS: \$1,000,000 Payable on the completion and public announcement of a Definitive Feasibility Study (in respect of the development of one or more mineral deposits within any of the Tenements, to GBZ (\$666,666) and PTr (\$333,334). This payment shall be paid only once. <p>(c) 2% NSR Royalty (pursuant to the Royalty Deed).</p>
Expenditure Commitment	<p>The LEL Group will fund a minimum \$4,000,000 expenditure on the Tenements up to the Tranche 2 Completion Date, as follows:</p> <ul style="list-style-type: none"> (a) Period 1: Within 6 months of the Tranche 1 Completion Date: \$500,000. (b) Period 2: Between 6 to 12 months of the Tranche 1 Completion Date: \$1,000,000; and (c) Period 3: Between 12 to 21 months of the Tranche 1 Completion Date: \$2,500,000. <p>The LEL Group may incur more expenditure in Period 2, which will reduce the required expenditure in Period 3 or incur less expenditure in Period 2, which will increase the required expenditure in Period 3.</p>

	The Buyers may at their election accelerate the completion of Tranche 2 by paying the Tranche 2 Payment to the Sellers without the need for the LEL Group to fully complete the balance of the Period 2 and Period 3 (as the case may be) expenditure commitments.
Tranche 2 Conditions	<p>Tranche 2 Completion is conditional upon the satisfaction or waiver of the following conditions:</p> <ul style="list-style-type: none"> (a) the renewal of GBZ tenements EPM 27096 and EPM 17850; (b) the grant of each of the GBZ tenement applications EPM 27856 and MDL 2020 and the transfer of a 51% interest in the same to MM; (c) the grant of each of the PTr tenement applications EPM 29040 and EPM 29056 and the transfer of a 51% interest in the same to MMS; (d) The LEL Group completing the minimum \$4,000,000 minimum expenditure, unless the Buyers elect to exercise its right to proceed to Tranche 2 Completion early by paying the Tranche 2 Purchase Price to the Sellers; and (e) each of the GBZ and PTr tenements being in good standing.
Failure to make Tranche 1 Deferred Payment	If the Buyers fail to make the Tranche 1 Deferred Payment or the LEL Group fails to complete a minimum \$500,000 expenditure, within 9 months after the Tranche 1 Completion Date, each Buyer will transfer back their respective 51% interest in the Tenements to the relevant Seller for nominal consideration.
Failure to complete Tranche 2	<p>If after Tranche 1 completion, Tranche 2 completion does not occur within 24 months after the Tranche 1 Completion Date, the parties agree to form an unincorporated joint venture for the on-going development of the Tenements/Project (Joint Venture) with the initial participating interests in the Joint Venture being:</p> <ul style="list-style-type: none"> (a) MM – 25.5%; (b) MMS – 25.5%; (c) GBZ – 32.67%; and (d) PTr – 16.33%. <p>LEM will be appointed the initial manager and operator of the Joint Venture and the parties agree to undertake good faith negotiations to enter into an industry standard joint venture agreement (the JVA) and joint venture management and operation agreement. The JVA will have an industry standard dilution mechanism; the initial contribution of each Joint Venture party is deemed to be equal to their interest in the Joint Venture expressed as a percentage of the actual amount of expenditure completed by the LEL Group on the Tenements/Project as at the date of formation of the Joint Venture.</p>
Covenant	The Seller covenants (until the later of 5 years after the Execution Date or 3 years after the Tranche 2 Completion Date) not to use confidential information (which includes exploration results) to (directly or indirectly) apply for or acquire an interest in any tenements within a one sub-block radius from the boundaries of the Tenements.
Guarantees	<p>LEL will guarantee the obligations and performance of MM and MMS (as the Buyers) under the Agreements.</p> <p>MZPL and GSGC will (jointly and severally) guarantee the obligations and performance of PTr (as the Seller) under the PTr Agreement.</p>
Warranties	The Agreements include:

	<p>(a) customary warranties and indemnities for a transaction of this nature to apply up until completion of Tranche 1; and</p> <p>(b) limited warranties to apply after the completion of Tranche 1 until the completion of Tranche 2,</p> <p>subject to usual limitations on claims and indemnities.</p>
Termination	<p>A non-defaulting party may elect to terminate the Agreement if Tranche 1 or Tranche 2 does not complete due to a breach by the defaulting party.</p> <p>If a Tranche 2 Condition is not waived or satisfied within 24 months after the Tranche 1 Completion Date, a party may terminate the Agreement.</p> <p>A Buyer may terminate the Agreement at any time by providing 30 days notice.</p>
Governing law	The Agreements are governed by the laws of Western Australia.

A summary of the Royalty Deed is as follows:

Parties	<p>(1) LEL (as Payer Guarantor);</p> <p>(2) LEM (as Payer);</p> <p>(3) MM;</p> <p>(4) MMS;</p> <p>(5) PTr (as a Payee); and</p> <p>(6) Mt Morgan Metals Pty Ltd (ABN 17 154 596 906), being a subsidiary of GBZ (MMM) (as a Payee).</p>
Royalty	An aggregate 2% Net Smelter Return (NSR) on the sale of product produced from the Tenements, to GBZ (1.333%) and PTr (0.667%), payable quarterly.
Inclusive of other royalties	The Royalty is inclusive of any pre-existing or other royalties payable in respect of the Tenements, including a 1% NSR royalty owed to Rio Tinto Exploration Pty Limited (RTX) in respect of the 5 'Moonmera' sub-blocks within GBZ's EPM 27098 (Mt Morgan Central) (Moonmera Blocks) (Rio Royalty) under a 2016 agreement (Rio Agreement).
Buy-back right	LEM may buy-back 0.5% of the Royalty from GBZ (0.333%) and PTr (0.167%) at any time at a cost of \$500,000, payable to GBZ (\$333,333) and PTr (\$166,667).
Conditions	<p>(a) MM acquiring all the GBZ Tenements and other mining rights pursuant to the GBZ Agreement.</p> <p>(b) MMS acquiring all the PTr Tenements and other mining rights pursuant to the PTr Agreement.</p>
Guarantee	LEL will guarantee the obligations and performance of LEM under the Royalty Deed.
Other	Customary terms and conditions for a NSR, including customary provisions in relation to calculation, adjustment, notification, record keeping and audits (financial and technical), commingling, non-arm's length transactions, dispute resolution, expert determinations and customary covenants, warranties and indemnities.

GBM TENEMENTS

Current Holder/ Applicant	Tenement Name	Tenement Type and No.	Status	Grant/ Application Date	Expiry Date	Area (sub-blocks)	Area (km ²)	Relinquishments of sub-blocks
GBZ	Mt Morgan	EPM 17850	Granted	15 April 2010	14 April 2025 (pending renewal)	13	42.06	6 on 15 April 2026
GBZ	Mt Morgan West	EPM 27096	Granted	27 August 2019	26 August 2024 (pending renewal)	100	323.5	50 on 27 August 2029
GBZ	Mt Morgan East	EPM 27097	Granted	10 January 2021	9 January 2026	92	297.62	46 on renewal in 2026 23 on renewal in 2031
GBZ	Mt Morgan Central	EPM 27098	Granted	15 December 2020	14 December 2025	98	317.03	48 on renewal in 2025 24 on renewal in 2030
GBZ	Mount Usher	EPM 27865	Application	1 April 2021	Up to 5 years after grant	7	22.65	-
GBZ	Mount Usher	MDL 2020	Application	4 November 2020	Up to 5 years after grant	265.1 Ha	2.651	-

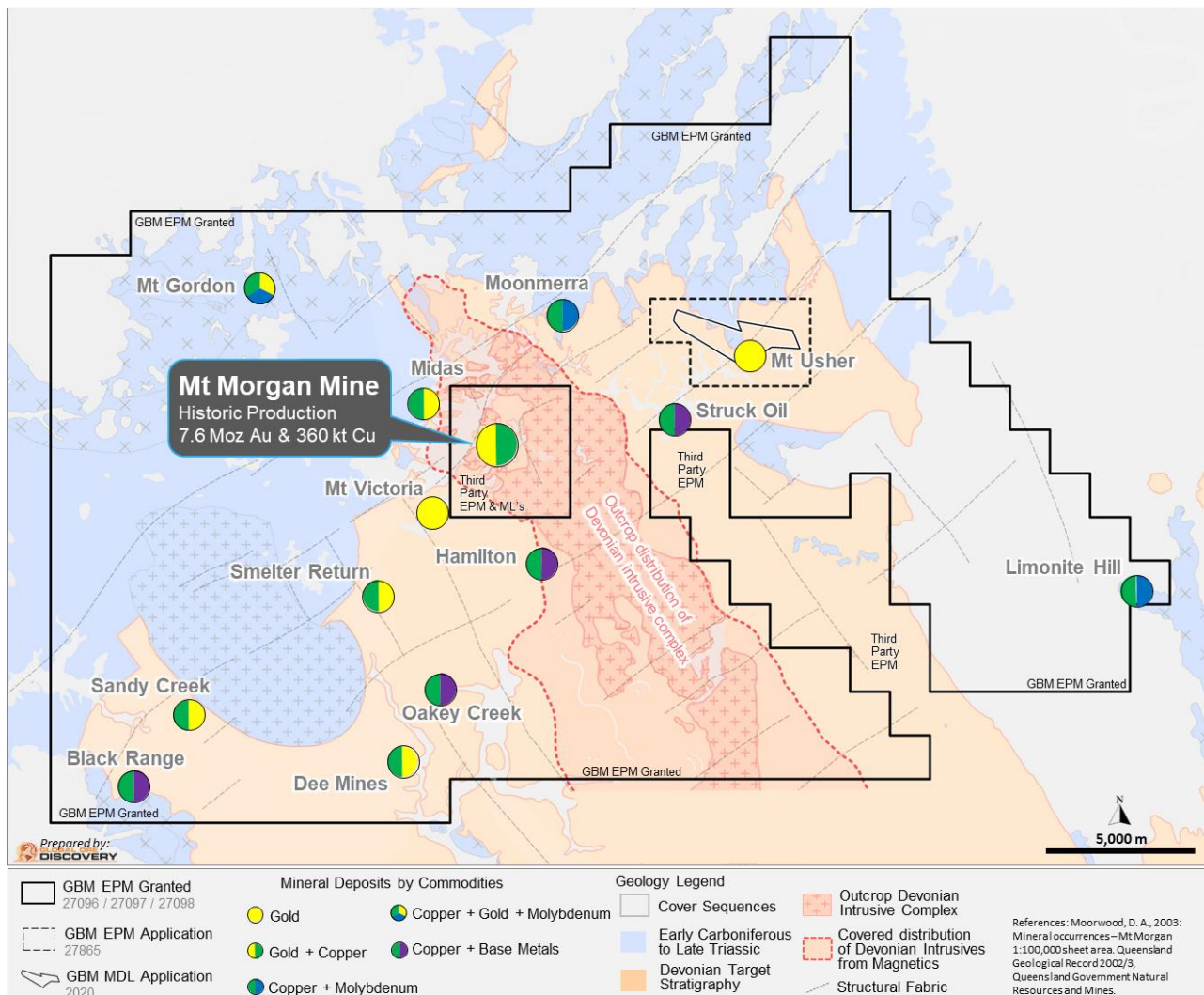


Figure 1: GBM's Mt Morgan Tenements subject to sale agreement.

Competent Persons Statement

The Company confirms that it is not aware of any new information or data that materially affects the information included in the respective announcements and all material assumptions and technical parameters underpinning the resource estimates within those announcements continue to apply and have not materially changed. The Company confirms that the form and context in which the Competent Persons findings are presented have not been materially modified from the original market announcements.

Forward Looking Statements

Statements regarding plans with respect to GBM Resources' projects are forward-looking statements. There can be no assurance that the Company's plans for development of its projects will proceed as currently expected. These forward-looking statements are based on the Company's expectations and beliefs concerning future events. Forward looking statements are necessarily subject to risks, uncertainties and other factors, many of which are outside the control of the Company, which could cause actual results to differ materially from such statements. The Company makes no undertaking to subsequently update or revise the forward-looking statements made in this announcement, to reflect the circumstances or events after the date of that announcement.

This announcement has been authorised for release by the Executive Director of GBM Resources Limited.

APPENDIX 1: GBM Mineral Resource Estimate for the Drummond Basin Projects (Mt Coolon, Yandan and Twin Hills) along with other company interests.

Deposit	Resource Category								Total			Cut-off	
	Measured			Indicated			Inferred						
	000' t	Au g/t	Au oz	000' t	Au g/t	Au oz	000' t	Au g/t	Au oz	000' t	Au g/t	Au oz	
Koala -ML													
Open Pit				670	2.6	55,100	440	1.9	26,700	1,120	2.3	81,800	0.4
UG Extension				50	3.2	5,300	260	4	34,400	320	3.9	39,700	2.0
Tailings	114	1.7	6,200	9	1.6	400				124	1.6	6,600	1.0
Sub Total	114	1.7	6,200	729	2.6	60,800	700	2.7	61,100	1,563	2.5	128,100	
Eugenia													
Oxide - Open Pit				885	1.1	32,400	597	1.0	19,300	1,482	1.1	51,700	0.4
Sulphide - Open Pit				905	1.2	33,500	1,042	1.2	38,900	1,947	1.2	72,400	0.4
Sub Total				1,790	1.1	65,900	1,639	1.1	58,200	3,430	1.1	124,100	
Glen Eva - ML													
Sub Total - Open Pit				1,070	1.6	55,200	580	1.2	23,100	1,660	1.5	78,300	0.4
Yandan - ML													
East Hill - Open Pit				4,860	1.5	240,000	7,900	0.8	203,000	12,800	1.1	443,000	0.4
Yandan South - Open Pit							900	0.6	16,000	900	0.6	16,000	0.3
Sub Total				4,860	1.5	240,000	8,800	0.8	219,000	13,700	1.0	459,000	
Illamahta													
Oxide - Open Pit							1,147	0.7	26,900	1,147	0.7	26,900	0.4
Sulphide - Open Pit							1,045	0.9	28,600	1,045	0.9	28,600	0.4
Sub Total							2,192	0.8	55,500	2,192	0.8	55,500	
Twin Hills - ML													
309 - Open Pit	830	2.8	73,900	5,480	1.3	235,200	3,650	1.1	129,800	9,960	1.4	438,900	0.4
309 - UG				190	4.0	24,500	480	3.9	59,900	670	3.9	84,400	2.0
Lone Sister - Open Pit				5,250	1.3	277,300	6,550	0.9	188,500	11,800	1.1	415,800	0.4
Lone Sister - UG				370	2.9	34,300	310	2.6	25,800	680	2.7	60,100	2.0
Sub Total	830	2.8	73,900	11,290	1.4	521,300	10,990	1.1	404,000	23,110	1.3	999,200	
Drummond Basin Total	944	2.6	80,100	19,739	1.5	943,200	24,901	1.0	820,900	45,655	1.26	1,844,200	
White Dam - ML													
Hannaford - Open Pit				700	0.7	16,400	1,000	0.8	26,900	1,700	0.8	43,300	0.2
Vertigo - Open Pit				300	1.0	9,400	1,400	0.6	29,000	1,700	0.7	38,400	0.2
White Dam North - Open Pit				200	0.5	2,800	1,000	0.6	17,600	1,200	0.5	20,400	0.2
Sub Total				1,200	0.7	28,600	3,400	0.7	73,500	4,600	0.7	101,900	
cut-off grade is 0.20 g/t Au for all, Vertigo is restricted to above 150RL (~70 m below surface)													
GBM Total	1,946,100												

The announcements containing the Table 1 Checklists of Assessment and Reporting Criteria relating to the 2012 JORC compliant Resources are:

- Koala/Glen Eva and Eugenia – GBM ASX Announcement, 4 December 2017, Mt Coolon Gold Project Scoping Study, note these resources have not been verified by Newmont and are on tenements subject to the 2022 farm-in agreement with Newmont
 - Yandan – GBM ASX Announcement, 23 December 2020, Mt Coolon and Yandan Combined Resources Total 852,000 oz, following completion of Yandan acquisition, GBM ASX Announcement, 14 March 2023, Results of Yandan Mineral Resource Update
 - Twin Hills – GBM ASX Announcements, 18 January 2019, Mt Coolon and Twin Hills Combined Resource Base Approaches 1 Million Ounces, 2 February 2022, Significant Resource Upgrade at Twin Hills Project and 5 December 2022, Twin Hills Gold Project Upgrades to ~1 Moz Mineral Resource
 - White Dam – GBM ASX Announcement, 18 August 2020, White Dam Maiden JORC 2012 Resource of 102 koz
- a) The preceding statements of Mineral Resources conforms to the “Australasian Code for Reporting Exploration Results, Mineral Resources and Ore Reserves (JORC Code) 2012 Edition”
 - b) All tonnages are dry metric tonnes
 - c) Data is rounded to ('000 tonnes, 0.0 g/t and '000 ounces). Discrepancies in totals may occur due to rounding
 - d) Resources have been reported as both open pit and underground with varying cut-off based off several factors as discussed in the corresponding Table 1 which can be found with the original ASX announcement for each Resource.

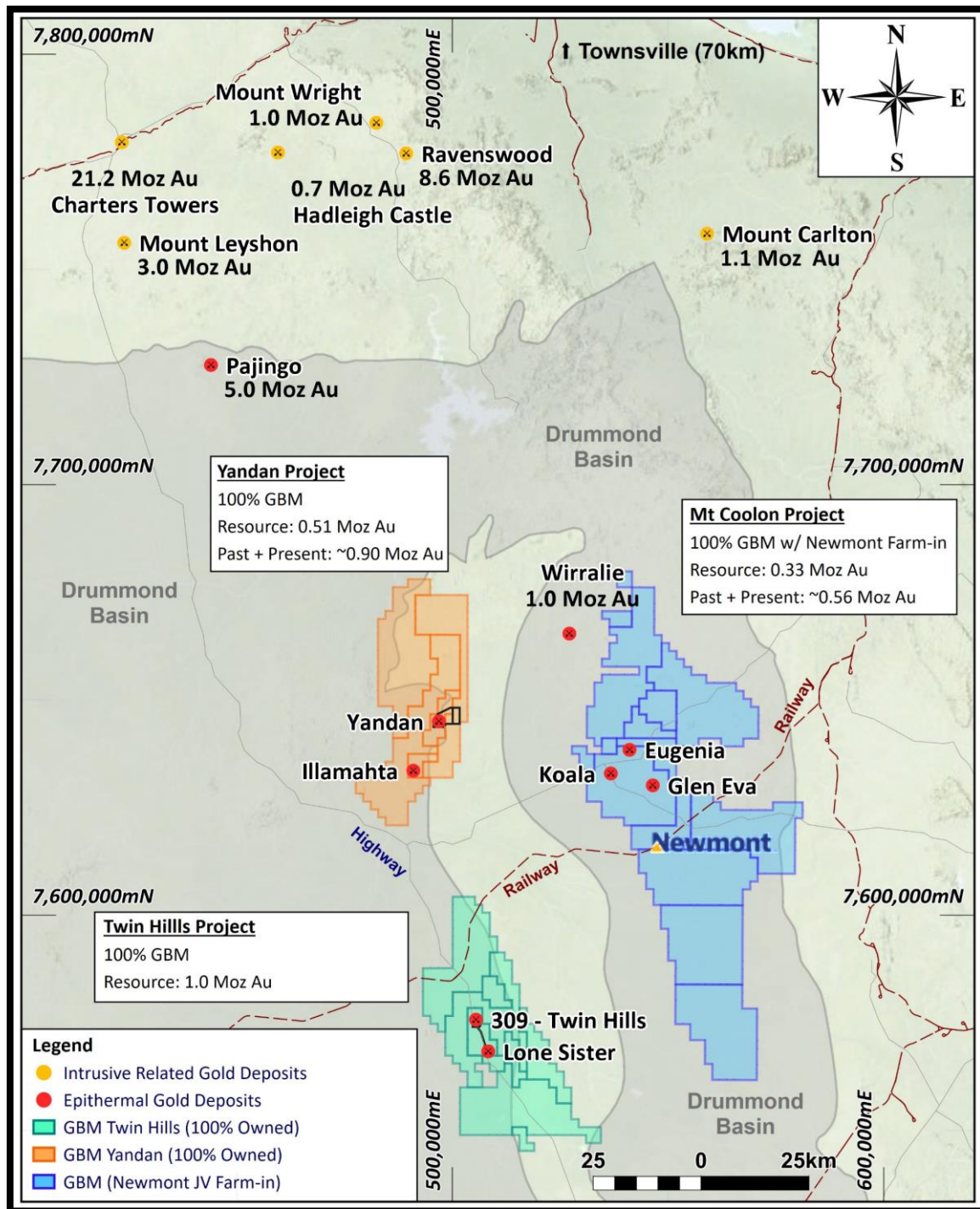


Figure 2: GBM holds 4,667km² of mining and exploration tenure across 23 granted EPMs and 7 MLs within the Drummond Basin, Australia's pre-eminent epithermal gold terrain, including granted mining leases at Twin Hills, Yandan, and Mt Coolon.

Note: Mount Coolon Project tenements (blue above) subject to Newmont Farm-in include: EPMs 15902, 25365, 25850, 7259, 26842, 26914, 27555, 27556, 27557, 27558, 27598 and MLs 10227, 1029, 1085, 1086.