

Proposed Takeover Bid for Gecko Minerals Limited and Capital Raising

Intention to Make Takeover Bid for Gecko Minerals Limited

Javelin Minerals Limited (“Javelin”, ASX: JAV or “the Company”) is pleased to announce the signing of a Takeover Bid Implementation Agreement (**Implementation Agreement**) with Gecko Minerals Limited (**Gecko**), an Australian unlisted public company. Gecko owns a 60% interest in Gecko Minerals Uganda Limited (**Gecko Uganda**) which company is the holder of one Exploration Licence and three Exploration Licence Applications in Uganda considered prospective for lithium, further details of which are set out below. As at the date of this announcement, Gecko has 94 shareholders.

Under the Implementation Agreement, it is proposed that subject to completion of satisfactory due diligence, Javelin will make an off-market takeover bid pursuant to the Corporations Act for all of the shares in Gecko (**Takeover Offer**). Under the proposed Takeover Offer, Javelin will offer to Gecko shareholders 185 Javelin shares for every Gecko share held. In the event that all Gecko shareholders accept (or Javelin reaches the 90% compulsory acquisition threshold) Javelin will issue a total of approximately 5,000,000,000 shares pursuant to the Takeover Offer. If the Takeover Offer proceeds and is successful the consideration shares will be issued pursuant to ASX Listing Rule 7.2 Exception 6.

The proposed Takeover Offer is unanimously recommended by the directors of Gecko in the absence of a superior offer and Javelin has also entered into Pre-Bid Acceptance Agreements with Gecko shareholders holding approximately 17.9% of the total shares in Gecko who have agreed to accept the proposed Takeover Offer in the absence of a superior offer.

The proposed Takeover Offer is subject to a number of conditions including:

- 1 Javelin being satisfied with its due diligence investigations into Gecko and its assets, liabilities, financial position and financial performance.
- 2 Gecko Uganda being granted the three Exploration Licences currently under application.
- 3 Javelin shareholders approving various resolutions at a General Meeting to be convened by Javelin.
- 4 A 90% minimum acceptance condition.
- 5 A regulatory approval and a no regulatory action condition.
- 6 A no material adverse change condition.
- 7 A condition restricting capital expenditure by Gecko other than as approved by Javelin.
- 8 No prescribed occurrences occurring in relation to Gecko and no distributions being made by Gecko to its shareholders.

Further details about the proposed Takeover Offer, the conditions to the Takeover Offer and the proposed timetable are set out in the Implementation Agreement annexed to this announcement.

Javelin is pleased to have been given the opportunity to acquire Gecko as its exploration assets have the potential to complement the Company's existing portfolio of exploration projects in Australia across a range of commodities.

Transaction Highlights

- **Gecko Uganda has two projects, Ntungamo, consisting of one Exploration licence and two Exploration License Applications covering a total of 60 square kilometres, and Mityana, consisting of one Exploration licence application covering 240 square kilometres**
- **The Mityana Project surrounds a historical open cut tantalite mine (excised and not part of the acquisition) that is unexplored for its lithium prospectivity, and recent samples of deeply weathered pegmatite tailings and large amblygonite boulders in waste piles have returned assays of up to 8.13% lithium oxide**
- **The Ntungamo Project surrounds a historical opencut Beryllium and Tantalite mine (excised) that also remains unexplored for lithium prospectivity, and recent samples taken from large amblygonite boulders in waste piles have returned assays of up to 7.68% lithium oxide**
- **Gecko Uganda shareholder, geologist and African specialist Klaus Eckhof proposed to be appointed Chairman of the Javelin Technical Committee in the event the takeover bid is successful**
- **Gecko director and geologist Mark Gasson proposed to be appointed to the Technical Committee to oversee in-country exploration activities with experienced South African geologist Dylan Le Roux in the event the takeover bid is successful**

Commenting on the proposed Takeover Offer, Javelin's Executive Director Mr Matthew Blake said:

"This is a major opportunity for Javelin as a lithium explorer and potential future lithium producer. The lithium potential of Uganda has been historically eclipsed by the abundant tin and coltan mining whilst these same granitic and pegmatitic host rocks may well contain large economic quantities of lithium minerals such as spodumene, lepidolite and amblygonite."

The proposed Chairman of the Technical Committee Mr Klaus Eckhof said:

"I am delighted at the prospect of working with the team at Javelin, and along with my colleagues Mark and Dylan, look forward to the design and execution of in country exploration activities following the successful completion of the transaction. I view both project areas as having the potential to host world class strategic mineral deposits in a largely under explored regional setting."

Details of Ugandan Projects

Gecko Uganda is the holder of one Exploration Licence EL00252 and three Exploration Licence Applications (TN03991 applied for on 16 June 2023, TN03993 applied for on 19 June 2023 and TN04003 applied for on 3 July 2023) covering 300 square kilometres in the Mityana and Ntungamo regions of Uganda (Figure 1). Gecko Uganda has been advised that two of the three Exploration Licence Applications have been provisionally granted and expects the third Exploration Licence Application to be provisionally granted within the next week. Following provisional grant, the licences require signing by the Minister and gazettal.

Gecko Uganda is also the holder of Prospecting Licence PL0000000458 pursuant to which Gecko Uganda has a non-exclusive right to prospect for minerals in Uganda in areas that are not subject to another mineral right.

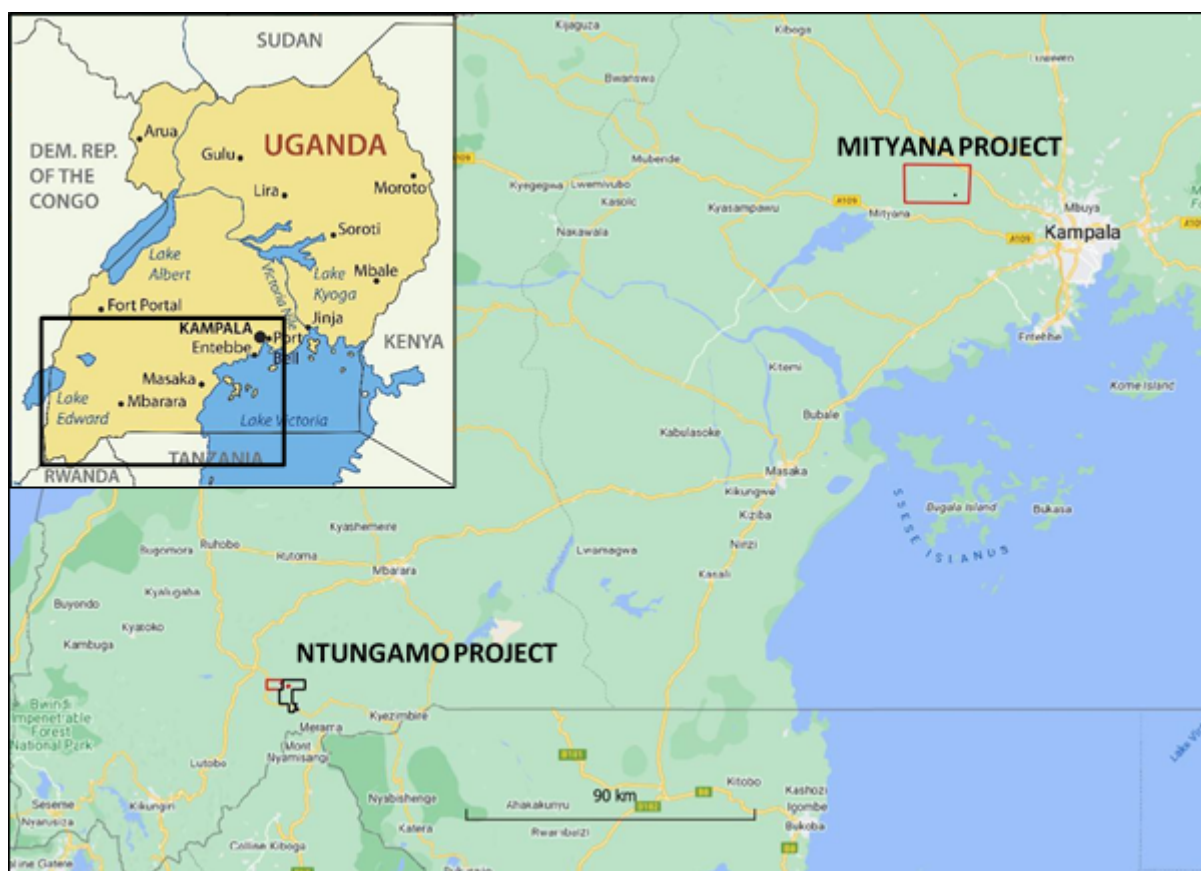


Figure 1. Location of the Lithium Exploration Tenements, Uganda.

The Mityana Project comprises one Exploration Licence Application of 240 square kilometres (TN03993) and the Ntungamo Project contains one Exploration Licence (EL00252) and two Exploration Licence Applications (TN03991 and TN04003) of 60 square kilometres.

Whilst the Mityana Project is less than 2 hours driving from the Ugandan capital Kampala, it has been largely unexplored and remains unevaluated for lithium mineralization. Outcrop exposure on the project area is minimal and the lithium potential for Mityana was identified from tailings samples collected from a historic opencut tantalite mine in the centre of the Licence Application held by another Company.

Tailings samples of deeply weathered pegmatite and large amblygonite boulders from waste piles within the excised mine reported from 0.16% to 7.68% Lithium Oxide. No assays for any other minerals were completed from these samples. Gecko Uganda is confident that pegmatite extensions continue into the Mityana Licence from the old tantalite mine and will prepare a lithium-focussed exploration programme for this tenement.

The 58 square kilometre Ntungamo Project area is some 20 kilometres from the Ntungamo township and approximately 300 kilometres south-west of Kampala, the capital city of Uganda, with much of the land having been reportedly prospected and exploited for tin and tantalum by artisanal and small scale miners for over 50 years.

The project area is covered by rocks of the Central African Mesoproterozoic Kibaran Belt, which contains the largest continuous tin and tantalum mineralization district in Africa. Many occurrences of economic interest, such as gold, cassiterite, wolframite, and (Nb-Ta) columbite-group minerals (“coltan”), are currently associated with the G4 granitoid intrusions that were emplaced in the Kibaran Belt. These G4 granites, also called “tin granites”, contain minerals deposits such as beryl, the lithium minerals amblygonite and spodumene, as well as apatite and tourmaline.

Most samples collected from the Ntungamo Project area were taken from EL00252 (a licence that has been acquired by Gecko Uganda), with grab samples from amblygonite in the waste pile reporting up to 7.68% Lithium Oxide (Figures 2 and 3).

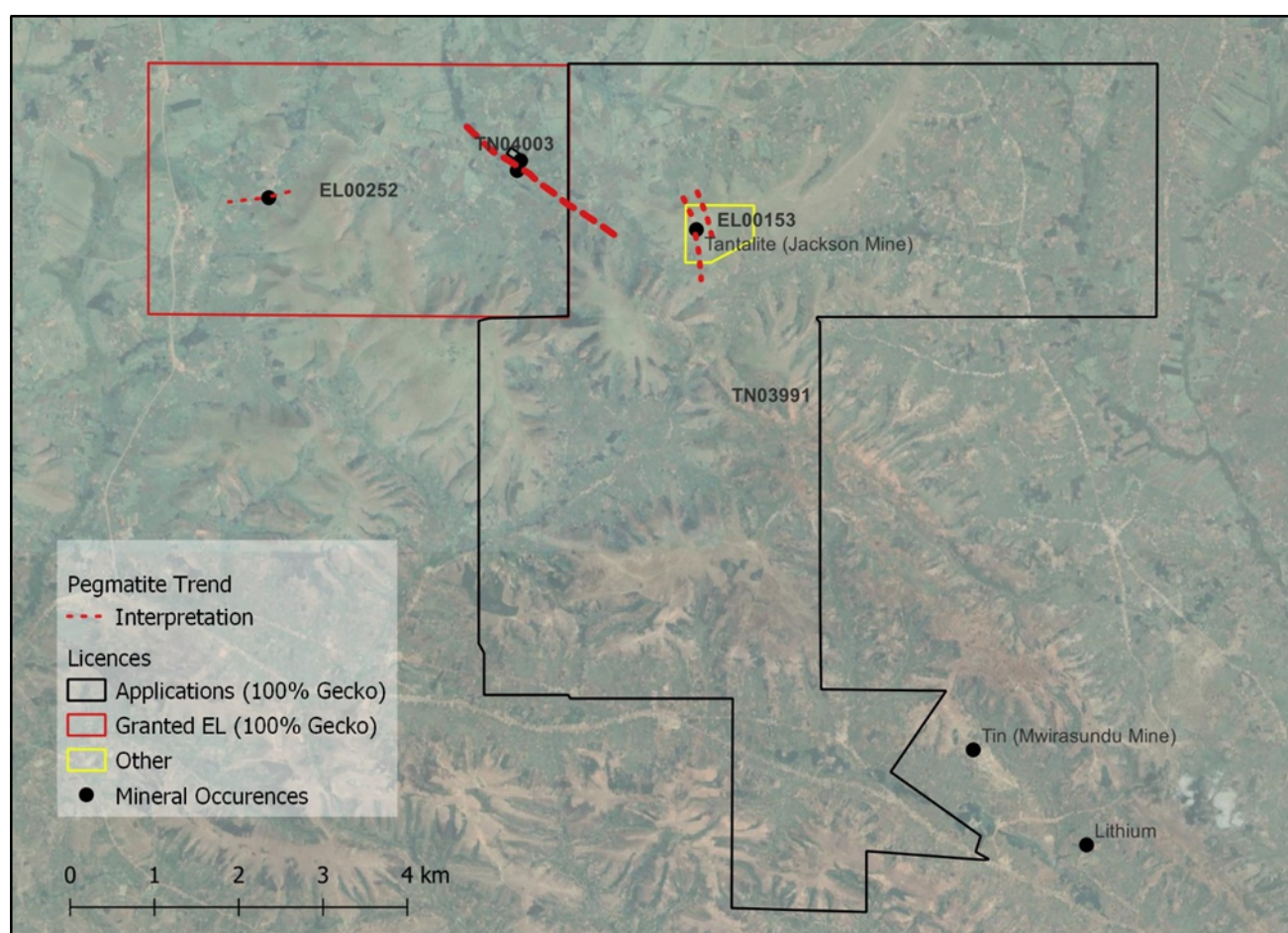


Figure 2. Ntungamo Project, Licence Localities.

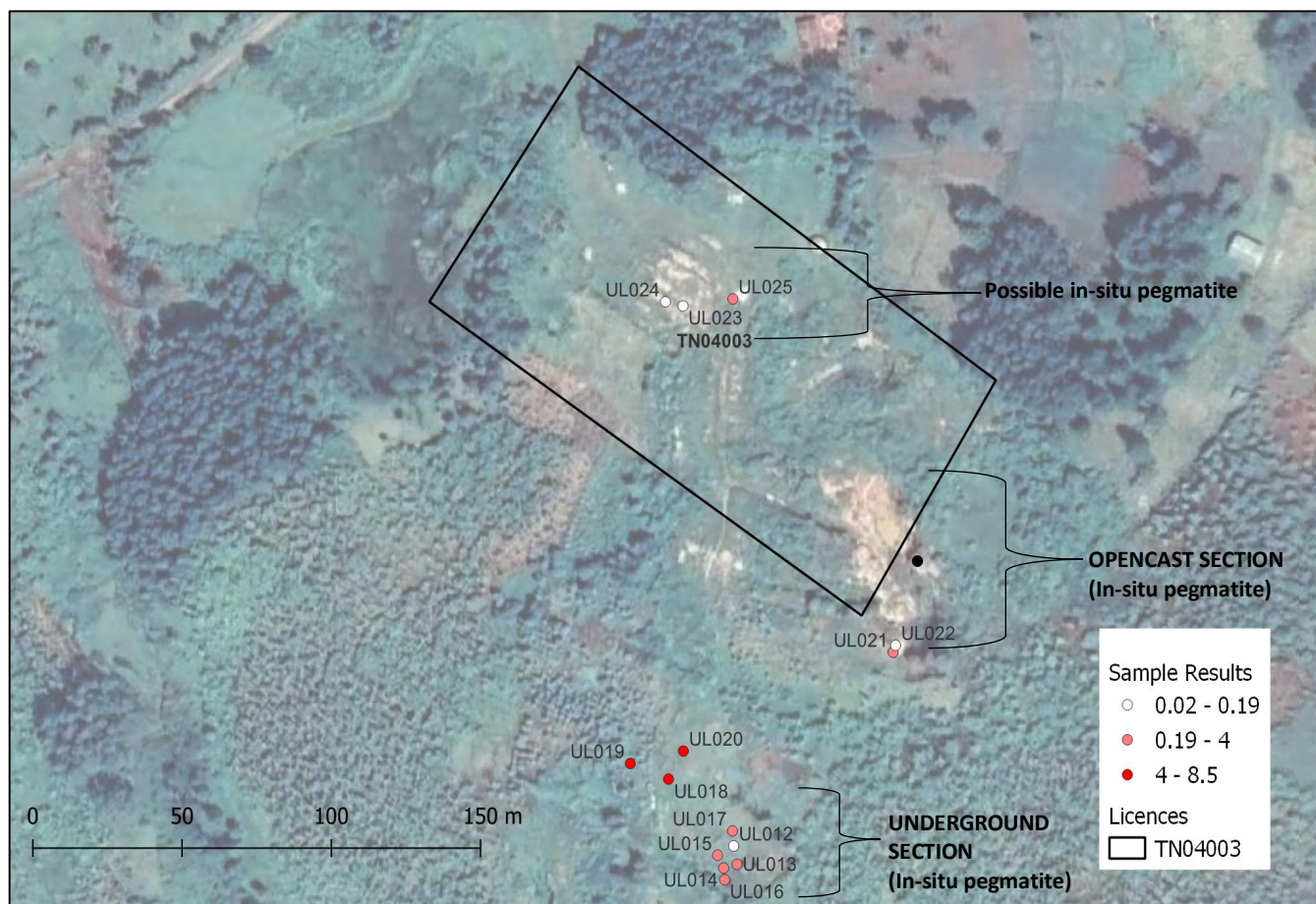


Figure 3. Ntungamo Project, Location of Samples Collected from TN04003 and EL00252.

Proposed Technical Committee

About Klaus Eckhof

Mr Eckhof is a geologist with more than 30 years of experience developing mineral deposits throughout the globe including more than 20 years in the Democratic Republic of Congo. Mr Eckhof worked for Mount Edon Gold Mines Ltd as Business Development Manager before it was acquired by Canadian mining company Teck. In 1994, he founded Spinifex Gold Ltd and Lafayette Mining Ltd, both of which successfully delineated gold and base metal deposits. In late 2003, Mr Eckhof founded Moto Goldmines which acquired the Moto Gold Project in the Democratic Republic of the Congo. There, Mr Eckhof and his team delineated more than 20 million ounces of gold and delivered a feasibility study within four years from the commencement of exploration. Moto Goldmines was subsequently acquired by Randgold Resources (NASDAQ: GOLD) (LSE: RRS) who poured first gold in September 2013 (600,000 ozs per year producer). Mr Eckhof was the Executive Chairman of AVZ Minerals Ltd (ASX: AVZ). AVZ is a mineral exploration company focused on developing the Manono Project, potentially one of the world's largest lithium-rich LCT (lithium, caesium, tantalum) pegmatite deposits. Manono is located in the south of the DRC in central Africa. Mr Eckhof currently serves as the President and CEO of AJN Resources Inc. Mr Eckhof was also Chairman of Alphamin Resources where his team discovered the world's highest grade tin deposit at 4.5% Sn. Alphamin has a current market cap in excess of C\$1.2b. He is a member of the Australasian Institute of Mining and Metallurgy.

About Mark Gasson

Mr Gasson is a geologist with more than 35 years of experience and has been active in South Africa, Tanzania and the DRC since 1986 in gold and base metals exploration and resource development. Mr Gasson served on the Boards of Tiger Resources, Erongo Energy, Alphamin Resources and Taruga Minerals and as Exploration Manager of a number of Junior Exploration Companies. He was instrumental in the discovery of 1 million tonnes of copper at Kipoi, 250,000 tonnes of tin at 3.5% tin at Alphamin's Bisie tin project and 3 million ounces of gold at Amani's Giro deposits, all of which are located in the DRC. Mr Gasson currently serves as CEO and President of Rome Resources Limited, on the BoD of AJN Resources Inc. and Pathfinder Minerals Plc and brings considerable relevant skills and experience to the committee. He is a member of the Australasian Institute of Mining and Metallurgy.

About Dylan Le Roux

Mr Le Roux is a geologist with over 8 years of experience in various commodities including gold, tin, lithium, tungsten and copper. Mr Le Roux has operated in several Southern and Eastern African countries including Uganda (since 2017).

In the event the proposed Takeover Offer proceeds and is successful Mr Eckhof, Mr Gasson and Mr Le Roux will join Javelin's existing Technical Director Rob Mosig to form the technical committee for Gecko.

Capital Raising

Javelin is also pleased to announce it has received firm commitments to raise \$2,000,000 (before costs) via a share placement to sophisticated and professional investors to be conducted in two tranches.

Tranche one of the placement, comprising of 1,418,122,916 shares at an issue price of \$0.0004 per share to raise \$567,249, will be completed within the Company's 15% placement capacity under ASX Listing Rule 7.1 ("Tranche 1"). The funds raised pursuant to Tranche 1 (after capital raising costs of approximately \$34,000) will be used for maintenance and exploration of the Company's existing projects (approximately \$281,388), working capital (approximately \$101,800) and due diligence and legal expenses in relation to the proposed Takeover Offer (approximately \$150,000).

Tranche two of the placement is subject to Javelin Shareholder approval and will comprise 3,581,877,084 shares and 3,581,877,084 attaching options exercisable at \$0.001 on or before 31 December 2028 to raise \$1,432,757 ("Tranche 2"). Whilst it is not possible at this point to forecast the specific usage of the Tranche 2 funding as this will depend on a number of factors that are as yet unknown, it is currently intended that the funds raised pursuant to Tranche 2 (after capital raising costs of approximately \$86,000) will be applied towards maintenance and exploration of the Company's existing projects (at least \$371,922), working capital (at least \$361,577), and, in the event that the Takeover Offer proceeds and is successful, to meet the ongoing expenses of Gecko including for exploration and vendor payments associated with the Gecko Uganda Exploration licences (estimated to be approximately \$75,758) as well as to fund repayment of a loan owing by Gecko to one of its shareholders (\$750,000, inclusive of interest) and payment of the members of the proposed technical committee (up to \$37,500).

The Company will also seek shareholder approval for the issue of 1,418,122,916 attaching options to be issued to the subscribers to the Tranche 1 placement.

Additional Shareholder Resolutions

The Company also intends to seek shareholder approval for the issue of:

- 1 up to 1,000,000,000 options to directors of Javelin on the same terms as the options to be issued pursuant to the placement (subject to such additional vesting conditions or performance conditions as set out in the applicable Notice of Meeting);
- 2 up to 2,100,000,000 performance rights to Mr Eckhof, Mr Gasson and Mr Le Roux (which will vest subject to performance conditions set out in Schedule 5 of the Implementation Agreement); and
- 3 5,000,000,000 options exercisable at \$0.001 on or before 31 December 2028 for a total subscription of \$500 to the Company's corporate advisors.

An Appendix 3B is attached in relation to these proposed security issues as well as the Tranche 2 capital raising. Full details of the proposed security issues will be set out in the Company's Notice of Meeting.

Share Consolidation

Section 254H of the Corporations Act provides that a company may, by resolution in a general meeting, convert all or any of its shares into a larger or smaller number.

The Company will also seek shareholder approval to consolidate the number of shares the Company has on issue on a 10 for 1 basis. An Appendix 3A.3 is attached in relation to the proposed consolidation.

For the avoidance of doubt, all references in this announcement to shares, options and performance rights are on a pre-consolidation basis.

Pro-forma Capital Structure

	Shares (JAV)	Options (JAVO)	Existing Unlisted Options	Performance Rights	New unlisted Options
Securities currently on issue	9,454,152,771	3,760,000,000	225,000,000		
Proposed capital raise Tranche 1	1,418,122,916				1,418,122,916
Proposed capital raise Tranche 2	3,581,877,084				3,581,877,084
Gecko Takeover Bid	5,000,000,000				
Advisor Options					5,000,000,000
Performance Rights				2,100,000,000	
Director Options					1,000,000,000
TOTAL	19,454,152,771	3,760,000,000	225,000,000	2,100,000,000	11,000,000,000
TOTAL after Consolidation	1,945,415,277	376,000,000	22,500,000	210,000,000	1,100,000,000

Next Steps

The Company is pleased to confirm that it has commenced its due diligence enquiries in relation to Gecko, Gecko Uganda and their respective assets and liabilities and that the Company's Technical Director, Mr Rob Mosig, and the Company's Executive Director, Mr Matthew Blake, have been to Uganda to undertake in country due diligence. The Company anticipates that it will complete its due diligence within the next 2 weeks.

Upon completion of satisfactory due diligence, the Company will prepare its Bidder's Statement in relation to the proposed Takeover Offer for lodgement with ASIC and service on Gecko.

The Company is also in the process of preparing a Notice of General Meeting for the purpose of the various Javelin shareholder approvals referred to in this announcement.

Further details in relation to the estimated timetable are set out in Schedule 2 of the Implementation Agreement.

The Company will continue to update the market with further material developments in relation to both the proposed Takeover Offer and the other matters referred to in this announcement.

This ASX announcement is authorised by the Board of Javelin Minerals Limited and will lift the trading halt.

Competent Person Statement

The information in this report that relates to Exploration Results is based on information compiled by Mr Rob Mosig who is a Fellow of the Australasian Institute of Mining and Metallurgy (F.AusIMM). Mr Mosig has sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity which he is undertaking to qualify as a Competent Person as defined in the 2012 Edition of the 'Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves'. Mr Mosig consents to the inclusion in the report of the matters based on his information in the form and context in which it appears.

Sample ID	Li2O %	Mineralisation	Weathering	From	To	Sample Type	Licence
UL012	0.09%		Strong			Composite	EL00252
UL013	0.34%		Strong			Composite	EL00252
UL014	0.22%		Strong			Composite	EL00252
UL015	0.26%		Strong			Composite	EL00252
UL016	0.30%	Lepidolite?	Strong			Grab	EL00252
UL017	0.34%		Moderate-Strong			Grab	EL00252
UL018	7.68%	Amblygonite?	Fresh			Grab	EL00252
UL019	7.17%	Amblygonite?	Fresh			Grab	EL00252
UL020	6.50%	Amblygonite?	Fresh			Grab	EL00252
UL021	0.30%		Strong	0	2	Channel	EL00252
UL022	0.02%		Strong	0	1.2	Channel	EL00252
UL023	0.06%	Lepidolite?	Moderate			Grab	TN03936
UL024	0.15%	Amblygonite?	Strong			Grab	TN03936
UL025	0.26%		Weak-Moderate			Composite	TN03936
UL026	0.32%		Strong	0	1	Channel	EL00153
UL027	0.11%		Moderate			Grab	EL00153
UL028	0.07%		Strong			Grab	EL00153

Table 1: Tailings Samples

JORC Code, 2012 Edition – Table 1 report template

Section 1 Sampling Techniques and Data

(Criteria in this section apply to all succeeding sections.)

Criteria	JORC Code explanation	Commentary
<i>Sampling techniques</i>	<ul style="list-style-type: none"> • Nature and quality of sampling (eg cut channels, random chips, or specific specialised industry standard measurement tools appropriate to the minerals under investigation, such as down hole gamma sondes, or handheld XRF instruments, etc). These examples should not be taken as limiting the broad meaning of sampling. • Include reference to measures taken to ensure sample representivity and the appropriate calibration of any measurement tools or systems used. • Aspects of the determination of mineralisation that are Material to the Public Report. • In cases where 'industry standard' work has been done this would be relatively simple (eg 'reverse circulation drilling was used to obtain 1 m samples from which 3 kg was pulverised to produce a 30 g charge for fire assay'). In other cases more explanation may be required, such as where there is coarse gold that has inherent sampling problems. Unusual commodities or mineralisation types (eg submarine nodules) may warrant disclosure of detailed information. 	<ul style="list-style-type: none"> • Each sample is a composite of approximately 4 to 6 pieces of outcropping (or underground) pegmatite collected within a 2-metre radius of the recorded sample point to give a total sample weight of approximately 1kg or channel samples with a maximum width of 2m in areas of continuous pegmatite outcrop. • No calibration tools needed. • Rock chip samples were representative of the outcropping pegmatite; however, some specific sampling was conducted on possible amblygonite occurrences within the pegmatite.
<i>Drilling techniques</i>	<ul style="list-style-type: none"> • Drill type (eg core, reverse circulation, open-hole hammer, rotary air blast, auger, Bangka, sonic, etc) and details (eg core diameter, triple or standard tube, depth of diamond tails, face-sampling bit or other type, whether core is oriented and if so, by what method, etc). 	No drilling conducted.
<i>Drill sample recovery</i>	<ul style="list-style-type: none"> • Method of recording and assessing core and chip sample recoveries and results assessed. • Measures taken to maximise sample recovery and ensure representative nature of the samples. • Whether a relationship exists between sample recovery and grade and whether sample bias may have occurred due to preferential loss/gain of fine/coarse material. 	No drilling conducted.
<i>Logging</i>	<ul style="list-style-type: none"> • Whether core and chip samples have been geologically and geotechnically logged to a level of detail to support appropriate Mineral Resource estimation, mining studies and metallurgical studies. 	<p>A geological description of the Pegmatite sample was recorded.</p> <ul style="list-style-type: none"> • Samples were collected from the interpreted weathered pegmatite localities. Some sampling was specifically conducted on potential lithium carrying minerals within the pegmatite such as amblygonite and spodumene.

Criteria	JORC Code explanation	Commentary
	<ul style="list-style-type: none"> Whether logging is qualitative or quantitative in nature. Core (or costean, channel, etc) photography The total length and percentage of the relevant intersections logged. 	<ul style="list-style-type: none"> Each sample is a composite of approximately 4 to 6 pieces of outcropping pegmatite collected within a 2-metre radius of the recorded sample point to give a total sample weight of approximately 1kg or channel samples with a maximum width of 2m in areas of continuous pegmatite outcrop.
Sub-sampling techniques and sample preparation	<ul style="list-style-type: none"> If core, whether cut or sawn and whether quarter, half or all core taken. If non-core, whether riffled, tube sampled, rotary split, etc and whether sampled wet or dry. For all sample types, the nature, quality and appropriateness of the sample preparation technique. Quality control procedures adopted for all sub-sampling stages to maximise representivity of samples. Measures taken to ensure that the sampling is representative of the in situ material collected, including for instance results for field duplicate/second-half sampling. Whether sample sizes are appropriate to the grain size of the material being sampled. 	<ul style="list-style-type: none"> The rock samples were dried jaw crushed and pulverized. A30g pulp was split for lithium analysis. Alex Stewart Laboratories in Kigali, Rwanda conduct internal QA/QC procedures to ensure sample representativity. Samples were collected by experienced Gecko Minerals Limited geologists and samples collected based on geological observations and availability of pegmatite. The sample size is considered representative of the pegmatite sampled.
Quality of assay data and laboratory tests	<ul style="list-style-type: none"> The nature, quality and appropriateness of the assaying and laboratory procedures used and whether the technique is considered partial or total. For geophysical tools, spectrometers, handheld XRF instruments, etc, the parameters used in determining the analysis including instrument make and model, reading times, calibrations factors applied and their derivation, etc. Nature of quality control procedures adopted (eg standards, blanks, duplicates, external laboratory checks) and whether acceptable levels of accuracy (ie lack of bias) and precision have been established. 	<ul style="list-style-type: none"> The samples were submitted to Alex Stewart Laboratories, Kigali, Rwanda, Africa for lithium oxide analysis only. Samples were analysed by potassium hydroxide fusion. No geophysical surveys were undertaken at this time One blank sample was inserted which returned acceptable levels. No external reference materials were included.
Verification of sampling and assaying	<ul style="list-style-type: none"> The verification of significant intersections by either independent or alternative company personnel. The use of twinned holes. Documentation of primary data, data entry procedures, data verification, data storage (physical and electronic) protocols. Discuss any adjustment to assay data. 	<ul style="list-style-type: none"> Company geological personnel were involved in the collection and interpretation of results. Location of sample description data were collected in the field by recording GPS waypoints and hand recording sample numbers, coordinates and geology descriptions. Assay results were merged with the field data based on the sample number.

Criteria	JORC Code explanation	Commentary
<i>Location of data points</i>	<ul style="list-style-type: none"> Accuracy and quality of surveys used to locate drill holes (collar and down-hole surveys), trenches, mine workings and other locations used in Mineral Resource estimation. Specification of the grid system used. Quality and adequacy of topographic control. 	<ul style="list-style-type: none"> Samples were positioned (+/- 5m) in WGS 84 UTM Zone 36S Samples were located by hand held GPS
<i>Data spacing and distribution</i>	<ul style="list-style-type: none"> Data spacing for reporting of Exploration Results. Whether the data spacing and distribution is sufficient to establish the degree of geological and grade continuity appropriate for the Mineral Resource and Ore Reserve estimation procedure(s) and classifications applied. Whether sample compositing has been applied. 	<ul style="list-style-type: none"> Sample locations were based on the availability of pegmatite to sample. Sample results included in this announcement cannot be included in a Mineral Resource Estimate and are indicative of further exploration only. No compositing was conducted.
<i>Orientation of data in relation to geological structure</i>	<ul style="list-style-type: none"> Whether the orientation of sampling achieves unbiased sampling of possible structures and the extent to which this is known, considering the deposit type. If the relationship between the drilling orientation and the orientation of key mineralised structures is considered to have introduced a sampling bias, this should be assessed and reported if material. 	<ul style="list-style-type: none"> Surface sampling and the sampling techniques conducted are considered appropriate for this early-stage exploration of a pegmatite
<i>Sample security</i>	<ul style="list-style-type: none"> The measures taken to ensure sample security. 	<ul style="list-style-type: none"> Sample security was managed by Gecko Minerals staff. The samples were taken directly to Alex Stewart Laboratories in Rwanda by Gecko staff.
<i>Audits or reviews</i>	<ol style="list-style-type: none"> The results of any audits or reviews of sampling techniques and data. 	<ul style="list-style-type: none"> One blank sample was inserted which returned acceptable levels. Results are awaited for 5 repeat samples.

Section 2 Reporting of Exploration Results

(Criteria listed in the preceding section also apply to this section.)

Criteria	JORC Code explanation	Commentary
<i>Mineral tenement and land tenure status</i>	<ul style="list-style-type: none"> Type, reference name/number, location and ownership including agreements or material issues with third parties such as joint ventures, partnerships, overriding royalties, native title interests, historical sites, wilderness or national park and environmental settings. The security of the tenure held at the time of reporting along with any known impediments to obtaining a licence to operate in the area. 	<ul style="list-style-type: none"> For the Mityana Prospect samples were collected by Gecko Minerals staff in a mining lease excised from the Gecko Exploration Licence. As such, the assays reported in this announcement relating to Mityana can only represent the potential for continuation of the lithium anomalism from the Mining Lease into the Mityana Licence. For the Ntungamo Prospect, all samples were collected from tenements E 00252 and TN 04003 which have been purchased or are awaiting granting from the Ugandan Government respectively.

Criteria	JORC Code explanation	Commentary
		<ul style="list-style-type: none"> There are no known impediments to operating on these prospects.
Exploration done by other parties	<ul style="list-style-type: none"> Acknowledgment and appraisal of exploration by other parties. 	<ul style="list-style-type: none"> Sampling and other activities were conducted by staff employed by Gecko Minerals Limited.
Geology	<ul style="list-style-type: none"> Deposit type, geological setting and style of mineralisation. 	<ul style="list-style-type: none"> The prospects are considered to be potential lithium hosted pegmatites.
Drill hole Information	<ul style="list-style-type: none"> A summary of all information material to the understanding of the exploration results including a tabulation of the following information for all Material drill holes: <ul style="list-style-type: none"> easting and northing of the drill hole collar elevation or RL (Reduced Level – elevation above sea level in metres) of the drill hole collar dip and azimuth of the hole down hole length and interception depth hole length. If the exclusion of this information is justified on the basis that the information is not Material and this exclusion does not detract from the understanding of the report, the Competent Person should clearly explain why this is the case. 	<ul style="list-style-type: none"> No historical drilling recorded and not applicable to this announcement.
Data aggregation methods	<ul style="list-style-type: none"> In reporting Exploration Results, weighting averaging techniques, maximum and/or minimum grade truncations (eg cutting of high grades) and cut-off grades are usually Material and should be stated. Where aggregate intercepts incorporate short lengths of high grade results and longer lengths of low grade results, the procedure used for such aggregation should be stated and some typical examples of such aggregations should be shown in detail. The assumptions used for any reporting of metal equivalent values should be clearly stated. 	<ul style="list-style-type: none"> The Company is not aware of any new information or data that could materially affect the information in this announcement. Javelin has no reason to question the accuracy and veracity of the information reported by Gecko Minerals Limited.
Relationship between mineralisation widths and intercept lengths	<ul style="list-style-type: none"> These relationships are particularly important in the reporting of Exploration Results. If the geometry of the mineralisation with respect to the drill hole angle is known, its nature should be reported. If it is not known and only the down hole lengths are reported, there should be a clear statement to this effect (eg 'down hole length, true width not known'). 	<ul style="list-style-type: none"> Not applicable.
Diagrams	<ul style="list-style-type: none"> Appropriate maps and sections (with scales) and tabulations of intercepts should be included for any significant discovery being 	<ul style="list-style-type: none"> All diagrams are designed to provide the reader with an accurate and comprehensive overview of the projects locations, work programmes

Criteria	JORC Code explanation	Commentary
	<i>reported These should include, but not be limited to a plan view of drill hole collar locations and appropriate sectional views.</i>	both completed and planned and discovery potential for lithium hosted pegmatites.
Balanced reporting	<ul style="list-style-type: none"> Where comprehensive reporting of all Exploration Results is not practicable, representative reporting of both low and high grades and/or widths should be practiced to avoid misleading reporting of Exploration Results. 	<ul style="list-style-type: none"> All assay results from the rock chip sampling have been reported according to this section.
Other substantive exploration data	<ul style="list-style-type: none"> Other exploration data, if meaningful and material, should be reported including (but not limited to): geological observations; geophysical survey results; geochemical survey results; bulk samples – size and method of treatment; metallurgical test results; bulk density, groundwater, geotechnical and rock characteristics; potential deleterious or contaminating substances. 	<ul style="list-style-type: none"> No previous exploration for lithium has been reported for both prospects.
Further work	<ul style="list-style-type: none"> The nature and scale of planned further work (eg tests for lateral extensions or depth extensions or large-scale step-out drilling). Diagrams clearly highlighting the areas of possible extensions, including the main geological interpretations and future drilling areas, provided this information is not commercially sensitive 	<ul style="list-style-type: none"> Further exploration activities are planned following the completion and signing of due diligence activities and acquisition agreements respectively.

Bid Implementation Agreement

Javelin Minerals Limited ACN 151 900 855

Bidder

Gecko Minerals Limited ACN 614 019 706

Company

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This Agreement is made this 5 day of September 2023

Parties **Javelin Minerals Limited ACN 151 900 855** of C/- Bennett, Level 14, Westralia Square, 141 St Georges Terrace, Perth in the State of Western Australia (**Bidder**)

and

Gecko Minerals Limited ACN 614 019 706 of Suite 9, 330 Churchill Avenue, Subiaco in the State of Western Australia (**Company**)

Recitals

- A. The Bidder is proposing to make a Takeover Bid for all the Shares and the Directors are proposing to recommend the Takeover Bid in the absence of a Superior Proposal.
- B. The parties have agreed to implement the Takeover Bid on the terms and conditions set out in this agreement.

This Agreement provides

1. Definitions, Interpretation and Governing Law

1.1 Definitions

In this Agreement the following terms shall bear the following meanings:

Adviser Options means 5,000,000,000 Bidder Options.

Agreed Bid Terms means the terms and conditions set out in Schedule 1.

Announcement Date means the date of the announcement of the Takeover Bid by the Bidder.

ASIC means the Australian Securities and Investments Commission.

associate has the meaning given in Division 2 of Part 1.2 of the Corporations Act as if section 12(1) of the Corporations Act included a reference to this agreement.

ASX means ASX Limited ABN 98 008 624 691 or the exchange operated by it, as the context requires.

Bid Conditions means the conditions to the Takeover Bid included in section 3 of Schedule 1.

Bidder Board means the board of directors of the Bidder as constituted from time to time.

Bidder Group means the Bidder and its related bodies corporate.

Bidder Option means an option to acquire a Bidder Share, each exercisable at \$0.001 on or before 31 December 2028 on a pre-consolidation basis and otherwise on the terms and conditions set out in Schedule 4.

Bidder Share means an ordinary fully paid share in the capital of the Bidder.

Bidder Shareholder means a holder of one or more Bidder Shares.

Bidder Shareholder Meeting means a meeting of Bidder Shareholders to consider and (if thought fit) approve:

- (a) tranche 2 of the Capital Raising;
- (b) the issue of the Adviser Options to Cicero or its nominees;
- (c) the issue of the Board Options to parties as directed by Javelin;
- (d) the issue of the Bidder Performance Rights as follows:
 - (i) 900,000,000 Performance Rights in equal tranches to Mr Dillon La Roux;
 - (ii) 600,000,000 Performance Rights in equal tranches to Mr Klaus Eckhof; and
 - (iii) 600,000,000 Performance Rights in equal tranches to Mr Mark Gasson;
- (e) the consolidation of the Bidder's share capital on a 10 for 1 basis; and
- (f) such other resolutions (if any) required by any Regulatory Authority.

Bidder's Statement means the bidder's statement to be prepared by the Bidder in relation to the Takeover Bid in compliance with Part 6.5 of the Corporations Act.

Board means the board of Directors of the Company.

Board Options means 1,000,000,000 Bidder Options subject to performance hurdles or vesting conditions (if any).

Bidder Performance Rights means 2,100,000,000 performance rights issued on the terms and conditions set out at Schedule 5.

Business Day means a day on which banks are open for business in Perth, other than a Saturday, Sunday or public holiday.

Capital Raising means a capital raising to raise no less than \$2,000,000 through the issue of Bidder Shares at an issue price of \$0.0004 on a pre-consolidation basis per Bidder Share together with one attaching Bidder Option per Bidder Share in two tranches comprising:

- (a) 1,418,122,916 Bidder Shares in tranche 1; and
- (b)
 - (i) 3,581,877,084 Bidder Shares and 3,581,877,084 attaching Bidder Options; and
 - (ii) 1,418,122,916 attaching Bidder Options to the recipients of the tranche 1 Bidder Shares,in tranche 2.

Cicero means Cicero International Pte. Ltd.

Company Group means the Company and its related bodies corporate.

Competing Proposal means:

- (a) in relation to the Company, a bona fide proposal or offer that, if successfully completed, would result in a person other than the Bidder or its associates:
 - (i) directly or indirectly acquiring a relevant interest or an economic interest in 20% or more of the Shares or of the share capital of any of the Company's related bodies corporate;
 - (ii) directly or indirectly acquiring control of the Company;
 - (iii) directly or indirectly acquiring or becoming the holder of any interest in all or a substantial part of the business or assets of the Company or any of its related bodies corporate; or
 - (iv) otherwise acquiring or merging with the Company; and
- (b) in relation to the Bidder, a bona fide proposal or offer that, if successfully completed, would result in a person other than the Company or its associates:
 - (i) directly or indirectly acquiring a relevant interest or an economic interest in 20% or more of the Bidder Shares or of the share capital of any of the Bidder's related bodies corporate;
 - (ii) directly or indirectly acquiring control of the Bidder; or
 - (iii) otherwise acquiring or merging with the Bidder;

whether by way of takeover offer, scheme of arrangement, shareholder-approved acquisition, capital reduction, buy back, sale or purchase of shares or assets, joint venture, dual listed company structure (or other synthetic merger) or other transaction or arrangement.

control has the meaning given in section 50AA of the Corporations Act.

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

Director means a director of the Company.

Essential Bid Conditions means the Bid Conditions set out in paragraph (a) in section 3 of Schedule 1.

Essential Bidder Resolutions means each of the resolutions referred to in the definition of Bidder Shareholder Meeting in this clause 1.1 (other than those resolutions referred to in paragraphs (b) and (c) of that definition).

Exclusivity Period means the period from the date of this agreement until the end of the Offer Period.

Gecko Uganda means Gecko Minerals Uganda Ltd Registration No. 80034402600742.

Government Agency means any government or governmental, semi-governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

Listing Rules means the official listing rules of ASX.

Offer means each offer to acquire Shares made in connection with the Takeover Bid.

Offer Period means the period that the Offer is open for acceptance.

Prescribed Occurrences means those occurrences listed in section 652C of the Corporations Act.

Record Date means the date set by the Bidder pursuant to section 633(2) of the Corporations Act.

Regulatory Approvals means any consent, registration, filing, agreement, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Regulatory Authority necessary in relation to the Takeover Bid.

Regulatory Authority means ASIC, ASX, the Takeovers Panel or any other Government Agency.

related body corporate has the meaning given in section 50 of the Corporations Act.

Related Person means in relation to a party:

- (a) a related body corporate;
- (b) its advisers or an adviser of a related body corporate of that party; or
- (c) an officer or employee of any entity referred to in items 1 or 2 of this definition.

relevant interest has the meaning given in sections 608 and 609 of the Corporations Act.

Securities shares, debentures, stocks, bonds, notes, interests in a managed investment scheme, units, warrants, options, derivative instruments, performance rights and any other securities that are convertible into shares.

Security Interest has the same meaning as in section 51A of the Corporations Act.

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

Shareholder means a registered holder of Shares.

Subsidiary has the meaning given in Division 6 of Part 1.2 of the Corporations Act.

Superior Proposal means a Competing Proposal in relation to the Company that the Company's Board determines in good faith is:

- (a) reasonably capable of being valued and completed in a timely manner, taking into account all aspects of the Competing Proposal and the person making it; and
- (b) more favourable to Shareholders as a whole than the Takeover Bid, taking into account all the terms and conditions of the Competing Proposal.

Takeover Bid means the takeover bid referred to in clause 2.1.

Takeovers Panel means the Takeovers Panel established under Part 10 of the *Australian Securities and Investments Commission Act 2001* (Cth).

Target's Statement means the target's statement to be prepared by the Company in relation to the Takeover Bid in compliance with Part 6.5 of the Corporations Act.

Third Party means a party other than the Company, the Bidder and any of their Subsidiaries,

Timetable means the indicative timetable set out in Schedule 2.

Unacceptable Circumstances has the meaning set out in section 657A of the Corporations Act.

Unconditional means, subject to the Bidder complying with clause 4 of this agreement, the Bidder issuing a notice in accordance with section 630(3) of the Corporations Act, declaring that a Takeover Bid is free or freed (as the case may be) from all defeating conditions otherwise applicable to the Takeover Bid other than the Prescribed Occurrence Condition, subject to compliance with section 650F(1)(a) of the Corporations Act.

1.2 Interpretation

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) specifying anything after the words 'including', 'includes', 'for example' or any similar expression does not limit what else is included unless there is express wording to the contrary;

and unless the context indicates a contrary intention:

- (c) the expression 'person' includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (e) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (h) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this Agreement, and a reference to this Agreement includes any schedule, exhibit or annexure to this Agreement;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) the word 'includes' in any form is not a word of limitation;
- (k) a reference to '\$' or 'dollar' is to Australian currency;
- (l) a reference to any 'Directors' fiduciary or statutory duties' or similar expression, is a reference to the Directors' fiduciary or statutory duties under the Company's

constitution, the Corporations Act, the common law and any other requirements of a Regulatory Authority (including any Regulatory Approvals);

- (m) if any day appointed or specified by this Agreement for the payment of any money or doing of any thing falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day.

2. The Takeover Bid

2.1 Making the Takeover Bid

The Bidder agrees subject to completing due diligence enquiries to the satisfaction of the Bidder to make an offer pursuant to an off-market takeover bid under Chapter 6 of the Corporations Act to acquire all the Shares on terms and conditions no less favourable to Shareholders than the Agreed Bid Terms.

2.2 Directors' recommendation and acceptance

The Company represents and warrants that:

- (a) the Board has met and considered the possibility of the Bidder agreeing to make the Takeover Bid; and
- (b) all of the Directors have informed the Company that, if the Bidder complies with clause 2.1, they will unanimously recommend that Shareholders accept the Offer to be made to them under the Takeover Bid in the absence of a Superior Proposal and subject to the Directors' fiduciary or statutory duties.

2.3 Fractional entitlements

If the number of Shares held by a Shareholder means that their aggregate entitlement to Bidder Shares under an Offer is not a whole number, then any fractional entitlement will be rounded down to the nearest whole number.

3. Public Announcement of Takeover Bid

Immediately after the execution and exchange of this agreement, the Bidder and the Company must issue a joint public announcement concerning the Takeover Bid substantially in the form set out in Schedule 3, or as otherwise agreed between the parties.

4. Facilitating the Takeover Bid

4.1 Bidder's Statement and Target's Statement

- (a) The Bidder will ensure that the Bidder's Statement (including any documentation dispatched together with the Bidder's Statement) is consistent with the Agreed Bid Terms and complies with all applicable legal requirements.
- (b) The Bidder will, to the extent practicable, give the Company a reasonable opportunity to review an advanced draft of the Bidder's Statement at least 5 Business Days before the Bidder is required to lodge the Bidder's Statement with ASIC, and will consult in good faith with the Company with respect to any comments the Company may have.

- (c) The Company will ensure that the Target's Statement (including any documentation dispatched together with the Target's Statement) complies with all applicable legal requirements.
- (d) The Company will, to the extent practicable, give the Bidder a reasonable opportunity to review an advanced draft of the Target's Statement at least 5 Business Days before the Company is required to lodge the Target's Statement with ASIC, and will consult in good faith with the Bidder in relation to any comments the Bidder may have.

4.2 Dispatch of Offer

- (a) The Company agrees that the Offer and accompanying documents to be sent by the Bidder under item 6 of section 633(1) of the Corporations Act may be sent on a date nominated by the Bidder that is earlier than the date prescribed by item 6 of section 633(1) of the Corporations Act.
- (b) Each party agrees to use reasonable endeavours to implement the Takeover Bid as quickly as reasonably permitted in the circumstances, having regard to the Timetable.
- (c) Provided that a Superior Proposal has not been received by the Company in the interim, each party agrees to use reasonable endeavours to send the Bidder's Statement and Target's Statement to Shareholders together.

4.3 Access to information

Each party agrees to provide the other party, on a timely basis, with information that may be reasonably required to assist in the preparation of the Bidder's Statement and the Target's Statement (as applicable).

4.4 Promoting the Takeover Bid

- (a) During the Offer Period, in the absence of a Superior Proposal, the Board will support the Takeover Bid and participate in efforts reasonably required by the Bidder to promote the merits of the Takeover Bid, including meeting with key Shareholders, analysts, management, customers and press if requested to do so by the Bidder, but only to the extent that the Board has determined, in good faith and acting reasonably after receiving written legal advice from external lawyers, that it can comply with this clause 4.4 without breaching the Directors' fiduciary or statutory duties.
- (b) During the Offer Period, in the absence of a Superior Proposal, the Company agrees:
 - (i) to include in all public statements relating to the Takeover Bid (following the initial announcement of the Takeover Bid made pursuant to clause 3), a statement to the effect that:
 - (A) the Directors unanimously recommend that Shareholders accept the Offer to be made to them in the absence of a Superior Proposal; and
 - (B) each Director intends to accept, or procure the acceptance of, the Offers made to them in respect of all Shares they own or control;
 - (ii) not to make any public statement or take any other public action which would suggest that the Takeover Bid are not unanimously recommended by the Directors unless a Superior Proposal emerges; and

- (iii) to procure that the Directors do not withdraw their recommendation subsequently unless a Superior Proposal emerges.

4.5 Bid Conditions

- (a) Subject to clause 4.5(c), each party must use all reasonable endeavours to satisfy the Bid Conditions as soon as practicable after the date of this agreement.
- (b) Subject to clause 4.5(c), each party agrees not to do, or omit to do, anything which will, or is likely to, result in any of the Bid Conditions being breached.
- (c) Nothing in this clause 4.5 prevents the Company or the Board from taking, or failing to take, action where to do otherwise would, in the opinion of the Board (determined in good faith), constitute a breach of the Directors' fiduciary or statutory duties.
- (d) Each party must promptly notify the other if it becomes aware that any Bid Condition has been satisfied. If any event occurs or becomes apparent which would cause any of the Bid Conditions to be breached or cause satisfaction of them to be unreasonably delayed, each party must, to the extent that the party is actually aware of such information, immediately notify the other party of that event.
- (e) A reference in this clause 4.5 to a Bid Condition being breached includes a reference to the Bid Condition not being, or not being capable of being, satisfied.

4.6 No independent expert

The parties agree that an independent expert's report for the Target's Statement is not required by section 640 of the Corporations Act. The parties acknowledge and agree that the Company does not currently intend to commission the preparation of an independent expert's report for the Target's Statement.

5. Takeover Bid – Variation and Waiver

5.1 Variation

Subject to clause 5.3, the Bidder may vary the terms and conditions of the Takeover Bid in any manner which is permitted by the Corporations Act, provided that the varied terms and conditions are not less favourable to Shareholders than the Agreed Bid Terms.

5.2 Waiver of Bid Conditions and extension

Subject to the Corporations Act and clause 5.3, the Bidder may declare the Takeover Bid to be free from any Bid Condition or extend the Takeover Bid at any time.

5.3 Essential Bid Conditions

The Bidder may only waive or vary an Essential Bid Condition with the prior written consent of the Company, not to be unreasonably withheld or delayed.

6. Exclusivity

6.1 No existing discussions

Each party represents and warrants that, other than the discussions with the other party in respect of the Takeover Bid, it is not as at the date of this agreement in negotiations or discussions in respect of any Competing Proposal with any person.

6.2 No shop

During the Exclusivity Period, each party must not, and must ensure that each of its Related Persons does not, directly or indirectly, solicit, invite, encourage or initiate any inquiry, expression of interest, offer, proposal or discussion by any person in relation to, or which would reasonably be expected to encourage or lead to the making of, an actual, proposed or potential Competing Proposal or communicate to any person an intention to do anything referred to in this clause 6.2, but nothing in this clause 6.2 prevents either party from making normal presentations to brokers, portfolio investors and analysts in the ordinary course of business or promoting the merits of the Takeover Bid.

6.3 Bidder matching right

Without limiting clause 6.1 during the Exclusivity Period, the Company:

- (a) must not enter into any legally binding agreement, arrangement or understanding (whether or not in writing) pursuant to which a Third Party, the Company or both proposes or propose to undertake or give effect to an actual, proposed or potential Competing Proposal; and
- (b) must use its best endeavours to procure that none of its Directors change their recommendation in favour of the Takeover Bid to publicly recommend an actual, proposed or potential Competing Proposal (or recommend against the Takeover Bid),

unless:

- (c) the Board acting in good faith and in order to satisfy what the members of the Board consider to be their Directors' statutory or fiduciary duties determines that the Competing Proposal would be or would be likely to be an actual, proposed or potential Superior Proposal;
- (d) the Company has provided the Bidder with the material terms and conditions of the actual, proposed or potential Competing Proposal, including price and the identity of the Third Party making the actual, proposed or potential Competing Proposal;
- (e) the Company has given the Bidder at least 5 Business Days after the date of the provision of the information referred to in clause 6.3(d) to provide a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal; and
- (f) the Bidder has not announced a matching or superior proposal to the terms of the actual, proposed or potential Competing Proposal by the expiry of the 5 Business Day period in clause 6.3(e).

6.4 Cease discussions

Each party must cease any discussions or negotiations existing as at the date of this agreement relating to:

- (a) any actual, proposed or potential Competing Proposal; or
- (b) any transaction that would, or would reasonably be expected to, reduce the likelihood of success of the Takeover Bid.

6.5 Provision of information

During the Exclusivity Period, each party must as soon as possible provide the other party with:

- (a) in the case of written materials, a copy of; and
- (b) in any other case, a written statement of,

any material non-public information about its business or affairs disclosed or otherwise provided to any Third Party in connection with an actual, proposed or potential Competing Proposal that has not previously been provided to the other party.

7. Other Obligations During the Offer Period

7.1 Conduct of Company during Offer Period

Until the end of the Offer Period:

- (a) the Company must, and must procure that each of its related bodies corporate:
 - (i) conduct their business in its usual and ordinary course and on a basis consistent with past practice or as may be required in order to satisfy a specific requirement of a Government Agency; and
 - (ii) preserve and maintain the value of their business and assets, and their relationships with customers, suppliers, employees and others with whom they have business dealings; and
- (b) the Company must not issue any Shares.

7.2 Conduct of Bidder during Offer Period

Until the end of the Offer Period:

- (a) the Bidder must comply with its obligations under Part 6.9 of the Corporations Act;
- (b) the Bidder must, and must procure that each of its related bodies corporate:
 - (i) conduct its business in its usual and ordinary course and on a basis consistent with past practice or as may be required in order to satisfy a specific requirement of a Government Agency;
 - (ii) preserve and maintain the value of their business and assets, and their relationships with customers, suppliers, employees and others with whom they have business dealings; and

- (c) the Bidder must not issue any Securities (including Bidder Shares and Bidder Options) except in the event of the exercise of any options on issue in the Bidder as at the date of this Agreement, pursuant to tranche 1 of the Capital Raising or as approved at the Bidder Shareholder Meeting.

7.3 Notification

Each party must promptly notify the other party in writing if it becomes aware of a matter which is a breach of or inconsistent with clause 7.1 or 7.2.

7.4 Permitted conduct

The obligations of the parties under clauses 7.1 and 7.2 do not apply in respect of:

- (a) any matter required to be done or procured by the other party pursuant to, or which is otherwise contemplated by this agreement;
- (b) any matter which has been fairly disclosed by the Bidder to the Company or by the Company to the Bidder respectively prior to the date of this agreement;
- (c) any matter which is required to be done by law or by an order of a court or a Government Agency; and
- (d) any matter the undertaking of which the other party has approved in writing (which approval must not be unreasonably withheld or delayed).

7.5 Company representation on the Bidder Board

In the event that the Takeover Bid becomes Unconditional the Company shall be entitled to nominate a person to be appointed as a director of the Bidder at the end of the Offer Period.

7.6 Regulatory Approvals

- (a) The Bidder agrees that as soon as possible after completing its due diligence enquiries, it will:
 - (i) in consultation with the Company, apply for all necessary Regulatory Approvals required to satisfy any Bid Condition;
 - (ii) use all reasonable endeavours to all necessary Regulatory Approvals required to satisfy any Bid Condition;
 - (iii) keep the Company promptly and reasonably informed of the steps the Bidder has taken and of its progress towards obtaining all necessary Regulatory Approvals required to satisfy any Bid Condition; and
 - (iv) promptly notify the Company in writing if the Bidder becomes aware that any necessary Regulatory Approval required to satisfy any condition of the Offer required to satisfy any Bid Condition has been obtained.
- (b) A Regulatory Approval will be regarded as having been obtained even though a condition has been attached to that Regulatory Approval, if the condition is reasonably satisfactory to both the Bidder and the Company.

- (c) The Company agrees to provide the Bidder with all reasonable assistance in obtaining each Regulatory Approval in respect of which the Bidder has applied to a Regulatory Authority.
-

8. Warranties

8.1 Mutual warranties

Each party represents and warrants to the other that, as at the date of this agreement and until the close of the Offer Period:

- (a) it is validly incorporated, organised and subsisting under the laws of the place of its incorporation;
- (b) it has full power and capacity to enter into and perform its obligations under this agreement;
- (c) this agreement has been duly executed and is a legal, valid and binding agreement, enforceable against the party in accordance with its terms;
- (d) all necessary authorisations for the execution, delivery and performance by it of this agreement in accordance with its/their terms have been obtained;
- (e) it is not bound by any agreement that would prevent or restrict it from entering into and performing its obligations under this agreement or the transaction contemplated by it;
- (f) no resolutions have been passed or steps taken, and no petition or other process has been presented or threatened in writing against it, for winding-up or dissolution, and no receiver, receiver and manager, liquidator, administrator or like official has been appointed, or is threatened or expected to be appointed, over the whole or any part of its assets; and
- (g) no regulatory action of any nature has been taken that would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this agreement.

8.2 Company warranties

- (a) In addition to the warranties set out in clause 8.1, the Company represents and warrants that, as at the date of this agreement:
 - (i) the information contained on ASIC's database in relation to the Company is complete and accurate including in relation to the number of Shares on issue, and there are no other securities on issue, or that might be issued as a result of the exercise of any options, convertible securities or other rights; and
 - (ii) it has, so far as it is aware, fairly disclosed to the Bidder all material information in relation to the Company and its business, and has not knowingly withheld any material information.

- (b) For the purposes of clause 8.2(a)(ii), the Company will be deemed to know or be aware of a particular fact, matter or circumstance if a Director or officer of the Company is actually aware of that fact, matter or circumstance as at the date of this agreement.

8.3 Bidder warranties

- (a) In addition to the warranties set out in clause 8.1, the Bidder represents and warrants that, as at the date of this agreement:
 - (i) the information contained on ASX's website in relation to the Bidder is complete and accurate including in relation to the number of Bidder Shares on issue and the other securities on issue;
 - (ii) the Bidder Shares to be issued to Shareholders under the Takeover Bid will be fully paid, and issued free from any encumbrances or other third party interests;
 - (iii) other than the Agreed Bid Terms set out in paragraph 3(a) of Schedule 1, no approvals are required to be obtained by the Bidder under any law, rule or regulation (including under the Listing Rules) to perform and observe its obligations under this agreement and to consummate the transaction contemplated by this agreement;
 - (iv) subject to the passing of all resolutions at the Bidder Shareholder Meeting, it has the necessary capacity to issue the Bidder Shares pursuant to the Offer; and
 - (v) it has, so far as it is aware, fairly disclosed to the Company all material information in relation to the Bidder and its business, and has not knowingly withheld any material information.
- (b) For the purposes of clause 8.3(a)(iv), the Bidder will be deemed to know or be aware of a particular fact, matter or circumstance if the Bidder or one of its directors or officers is actually aware of that fact, matter or circumstance as at the date of this agreement.

8.4 Reliance on representations and warranties

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this agreement, except for representations or inducements expressly set out in this agreement.
- (b) Each party acknowledges and confirms that it does not enter into this agreement in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this agreement.
- (c) Each party acknowledges and confirms that clauses 8.4(a) and 8.4(b) do not prejudice any rights a party may have in relation to information which has been filed by the other party with ASIC or ASX.

8.5 Notification

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance that constitutes or may constitute a breach of any of the representations and warranties given by it under this clause 8.

8.6 Release of officers

- (a) Subject to the Corporations Act, none of the Directors or officers of the Company will be liable for anything done or purported to be done in connection with the Takeover Bid or any transaction contemplated by this agreement, but nothing in this clause 8.6(a) excludes any liability that may arise from wilful misconduct, fraud, wilful misrepresentation (including by omission) or bad faith on the part of such a person. The Company receives and holds the benefit of this clause 8.6(a) as agent for its Directors and officers.
- (b) Subject to the Corporations Act, none of the directors or officers of the Bidder will be liable for anything done or purported to be done in connection with the Takeover Bid or any transaction contemplated by this agreement, but nothing in this clause 8.6(b) excludes any liability that may arise from wilful misconduct, fraud, wilful misrepresentation (including by omission) or bad faith on the part of such a person. The Bidder receives and holds the benefit of this clause 8.6(b) as agent for its directors and officers.

9. Termination

9.1 Termination rights

A party may terminate this agreement by written notice to the other party if at any time after the date on which the Takeover Bid is announced under clause 3 and before the end of the Offer Period:

- (a) the Board changes its recommendation in relation to the Takeover Bid as a result of the Board determining that it has received a Superior Proposal;
- (b) the other party is in material breach of this agreement and, to the extent that the breach is capable of remedy, that breach is not remedied by that other party within 5 Business Days of it receiving notice from the first party of the details of the breach and the first party's intention to terminate;
- (c) a representation or warranty given by the other party under clause 8 is or becomes untrue in any material respect and the breach of the representation or warranty is of a kind that, had it been disclosed to the first party before its entry into this agreement, could reasonably be expected to have resulted in that first party either not entering into this agreement or entering into it on materially different terms;
- (d) a court or Government Agency has issued an order, decree or ruling, or taken other action, that permanently restrains or prohibits the Takeover Bid, and the action is final and cannot be appealed or reviewed or the party, acting reasonably, believes that there is no realistic prospect of a successful appeal or review; or
- (e) the Bidder withdraws the Takeover Bid or the Takeover Bid lapses for any reason, including non-satisfaction of a condition to the Takeover Bid.

9.2 Effect of termination

If this agreement is terminated by a party under this clause 9:

- (a) each party will be released from its obligations under this agreement, except its obligations under clauses 9, 10 and 11.1;
- (b) each party will retain the rights it has or may have against the other party in respect of any past breach of this agreement; and
- (c) in all other respects, all future obligations of the parties under this agreement will immediately terminate and be of no further force or effect, including, without limitation, any further obligations in respect of the Takeover Bid.

9.3 Company's right to terminate

Without prejudice to any other rights of termination under this agreement, this agreement may be terminated at any time prior to the last day of the Offer Period by the Company if the terms and conditions of the Offer differ in any material respect from the Agreed Bid Terms that is materially adverse to Target shareholders.

10. GST

10.1 Interpretation

In this clause 10, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

10.2 GST gross up

- (a) Subject to clause 10.2(b), if a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 10.2 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.
- (b) Clause 10.2(a) does not apply to any consideration that is expressed in this agreement to be inclusive of GST.

10.3 Reimbursements and indemnifications

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 10.2.

10.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

11. General

11.1 Notices

- (a) Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Agreement:
 - (i) must be in legible writing and in English addressed as shown below:
 - (A) if to the Bidder:

Address: Javelin Minerals Limited
C/- Bennett
Level 14, Westralia Square
141 St Georges Terrace
PERTH WA 6000

Attention: Scott Mison

Email: scott@javelinminerals.com.au
 - (B) if to the Company:

Address: Gecko Minerals Limited
Suite 9, 330 Churchill Avenue
SUBIACO WA 6008

Attention: Mathew Walker

Email: mwalker@cicerointernational.com.sg
 - or as specified to the sender to the other Parties by notice;
 - (ii) where the sender is a company, must be signed by an officer or under the common seal of the sender;
 - (iii) is regarded as being given by the sender and received by the addressee:
 - (A) if by delivery in person, when delivered to the addressee;
 - (B) if by post, 3 Business Days from and including the date of postage;
or
 - (C) if by email, when received by the addressee's server,

but if the delivery or receipt is on a day that is not a Business Day or is after 5.00 pm (addressee's time) it is regarded as received at 9.00 am on the following Business Day; and
 - (iv) can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (b) In this clause 11.1, reference to an addressee includes a reference to an addressee's officers, agents or employees.

11.2 Governing law and jurisdiction

- (a) This agreement is governed by the law in force in Western Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

11.3 Costs and expenses

Except as otherwise provided in this agreement, each party must pay its own legal costs and expenses in respect of the negotiation, preparation, execution, delivery and completion of this agreement.

11.4 Invalidity and enforceability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 11.4(a) does not apply where enforcement of the provision of this agreement in accordance with clause 11.4(a) would materially affect the nature or effect of the parties' obligations under this agreement.

11.5 Waivers and variation

- (a) A provision of, or a right, discretion or authority created under, this agreement may not be:
 - (i) waived except in writing signed by the party granting the waiver; and
 - (ii) varied except in writing signed by the parties.
- (b) A failure or delay in exercise, or partial exercise, of a power, right, authority, discretion or remedy arising from a breach of, or default under this agreement does not result in a waiver of that right, power, authority, discretion or remedy.

11.6 Assignment of rights

- (a) Rights arising out of or under this agreement are not assignable by a party without the prior written consent of the other party.
- (b) A breach of clause 11.6(a) by a party entitles the other party to terminate this agreement.
- (c) Clause 11.6(b) does not affect the construction of any other part of this agreement.

11.7 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this agreement.

11.8 Counterparts

This agreement may be executed in any number of counterparts.

11.9 Severability

Any provision in this agreement that is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

11.10 Attorneys

Each of the attorneys executing this agreement (if any) states that the attorney has no notice of the revocation of the power of attorney appointing that attorney.

11.11 Time of the essence

Time is of the essence of this agreement.

11.12 Entire understanding

- (a) This agreement contains the entire understanding between the parties as to the subject matter of this agreement. To the extent of any inconsistency between them, this agreement prevails.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this agreement are merged in and superseded by this agreement and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this agreement; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

11.13 Relationship of parties

This agreement is not intended to create a partnership, joint venture or agency relationship between the parties.

Schedule 1 – Agreed Terms

1. Consideration

The consideration under the Takeover Bid is 185 Bidder Shares for every Share held on a pre-consolidation basis.

If the number of Shares held by a Shareholder means that their aggregate entitlement to Bidder Shares is not a whole number, then any fractional entitlement will be rounded down to the nearest whole number.

The Bidder will apply to the ASX for the quotation of Bidder Shares within 7 days of serving the Bidder's Statement on the Company.

2. Offer Period

One month from the date of the Offer.

3. Bid Conditions

(a) Approval of Essential Bidder Resolutions

Bidder Shareholders approve the Essential Bidder Resolutions in accordance with the Corporations Act, the Listing Rules, the constitution of the Bidder and the requirements (if any) of any Regulatory Authority before the end of the Offer Period.

(b) Minimum acceptance

At the end of the Offer Period the Bidder has a relevant interest in at least 90% of the Shares then on issue and is entitled to proceed to compulsory acquisition of all outstanding Shares under the Corporations Act.

(c) Due diligence

The Bidder being satisfied with its due diligence investigations into the Company and its assets, liabilities, financial position and financial performance.

(d) Grant of exploration licences

Gecko Uganda being granted each of exploration licence applications TN03991, TN03993 and TN04003.

(e) Regulatory approvals

Before the end of the Offer Period, all approvals or consents that are required by law, by any public authority, or by any other third party as are necessary to permit:

- (i) the Offer to be lawfully made to and accepted by the Shareholders;
- (ii) the transactions contemplated by the Bidder's Statement to be completed;
and

- (iii) the Company to be in material compliance with each of its and its subsidiaries' contracts, permits, licences and other agreements,

are granted, given, made or obtained on an unconditional basis, remain in full force and effect in all respects, and do not become subject to any notice, intimation or indication of intention to revoke, suspend, restrict, modify or not renew the same.

(f) **No regulatory action and consents**

Between the Announcement Date and the end of the Offer Period (each inclusive):

- (i) there is not in effect any preliminary or final decision, order or decree issued by any Government Agency;
- (ii) no action or investigation is announced, commenced or threatened by any Government Agency; and
- (iii) no application is made to any Government Agency (other than by the Bidder or any associate of the Bidder),

in consequence of or in connection with the Offer (other than an application to, or a decision or order of, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibits or impedes, or threatens to restrain, prohibit or impede, or materially impact upon, the making of the Offer and the completion of any transaction contemplated by the Bidder's Statement or which requires the divestiture by the Bidder of any Shares or any material assets of the Company or any subsidiary of the Company.

(g) **No material adverse change**

Between the Announcement Date and the end of the Offer Period (each inclusive) none of the following occurs:

- (i) an event, change, condition, matter or thing occurs or will or is reasonably likely to occur;
- (ii) information is disclosed or announced by the Company concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur; or
- (iii) information concerning any event, change, condition, matter or thing that has occurred or is reasonably likely to occur becomes known to the Bidder (whether or not becoming public),

(each of (i), (ii) and (iii) a **Specified Event**) which, whether individually or when aggregated with all such events, changes, conditions, matters or things of a like kind that have occurred or are reasonably likely to occur, has had or would be considered reasonably likely to have:

- (iv) a material adverse effect on the business, assets, liabilities, financial or trading position, profitability or prospects of the Company Group taken as a whole; or

- (v) without limiting the generality of clause 3(g)(iv), the effect of a diminution in the value of the consolidated net assets of the Company Group, taken as a whole, by at least \$50,000 against what it would reasonably have been expected to have been but for such Specified Event,

other than:

- (vi) an event, matter, change or circumstance caused, or materially contributed to, by the Bidder;
- (vii) anything required or permitted to be done or not done under this agreement or otherwise required to be done in connection with the legal obligations for the implementation of the Takeover Bid;
- (viii) any event, matter, change or circumstance:
 - (A) fairly disclosed by the Company to the Bidder or any Related Person of the Bidder;
 - (B) disclosed in public filings by the Company to ASX or ASIC; or
 - (C) otherwise known by the Bidder or any Related Person of the Bidder,at any time prior to the date of this agreement;
- (ix) an event, matter, change or circumstance in or relating to:
 - (A) economic, business, regulatory or political conditions in general;
 - (B) credit, financial or currency markets in general, or the state of securities markets in general (including any reduction in market indices);
 - (C) any change affecting the industry in which the Company operates generally;
- (x) the portion of any event, matter, change or circumstances which is as a consequences of losses, expenses, damages or other costs covered by insurance which the Company's insurers have agreed to pay; or
- (xi) anything done with the prior written consent of the Bidder.

(h) **Capital expenditures**

Between the Announcement Date and the end of the Offer Period (each inclusive), the Company does not incur or commit to incur an amount of capital expenditure in excess of \$50,000 other than:

- (i) capital expenditure incurred on existing projects in which the Company has an interest as at the Announcement Date; or
- (ii) capital expenditure in the day to day operating activities of the business of the Company and its subsidiaries conducted in the same manner as before the Announcement Date.

(i) **No litigation on foot or pending**

Between the Announcement Date and the end of the Offer Period (each inclusive), no litigation against the Company which may reasonably result in a judgment of \$50,000 or more is commenced, is threatened to be commenced, is announced, or is made known to the Bidder (whether or not becoming public) or the Company, other than that which is in the public domain as at the Announcement Date.

(j) **Equal access**

Between the Announcement Date and the end of the Offer Period, the Company promptly, and in any event within 5 Business Days, provides to the Bidder a copy of all material information that is not generally available (within the meaning of the Corporations Act) relating to the Company or any of its subsidiaries, or their respective assets, liabilities or operations, that has been provided by the Company or any of its directors, officers, agents or representatives to any person other than the Bidder, other than in the ordinary course of ordinary business, for the purposes of soliciting, encouraging or facilitating any proposal with respect to:

- (i) a takeover bid for, or scheme of arrangement proposed by, the Company, under the Corporations Act;
- (ii) the acquisition by that person or an associate of substantially all the assets and operations of the Company; or
- (iii) any transaction having a similar economic effect.

(k) **No prescribed occurrences**

Between the Announcement Date and the date 3 business days after the end of the Offer Period (each inclusive), none of the following prescribed occurrences (being the occurrences listed in section 652C of the Corporations Act) happen:

- (i) the Company converting all or any of the Shares into a larger or smaller number of shares under section 254H of the Corporations Act;
- (ii) the Company or a subsidiary of the Company resolving to reduce its share capital in any way;
- (iii) the Company or a subsidiary of the Company entering into a buyback agreement or resolving to approve the terms of a buyback agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (iv) the Company or a subsidiary of the Company making an issue of Shares (other than the issue of Shares on the exercise of options or conversion of convertible notes) or granting an option over the Shares or agreeing to make such an issue or grant such an option;
- (v) the Company or a subsidiary of the Company issuing, or agreeing to issue, convertible notes;
- (vi) the Company or a subsidiary of the Company disposing or agreeing to dispose, of the whole, or a substantial part, of its business or property;

- (vii) the Company or a subsidiary of the Company granting, or agreeing to grant, a Security Interest in the whole, or a substantial part, of its business or property;
- (viii) the Company or a subsidiary of the Company resolving that it be wound up (other than the Japanese subsidiary);
- (ix) the appointment of a liquidator or provisional liquidator of the Company or of a subsidiary of the Company;
- (x) the making of an order by a court for the winding up of the Company or of a subsidiary of the Company;
- (xi) an administrator of the Company or of a subsidiary of the Company being appointed under section 436A, 436B or 436C of the Corporations Act;
- (xii) the Company or a subsidiary of the Company executing a deed of company arrangement; or
- (xiii) the appointment of a receiver, receiver and manager, other controller (as defined in the Corporations Act) or similar official in relation to the whole, or a substantial part, of the property of the Company or of a subsidiary of the Company.

(l) **No distributions**

Between the Announcement Date and the end of the Offer Period (each inclusive), the Company does not announce, make, declare or pay any distribution to its Shareholders (whether by way of dividend, capital reduction or otherwise and whether in cash or in specie).

Schedule 2 – Indicative Timetable

Event	Date
Capital Raising (tranche 1)	5 September 2023
Announcement of Takeover Bid	6 September 2023
Bidder lodges Bidder's Statement with ASIC and serves it on Company	28 September 2023
Draft Notice of Bidder Shareholder Meeting lodged with ASX	6 October 2023
Notice of Bidder Shareholder Meeting sent to Bidder Shareholders	16 October 2023
Company lodges Target's Statement with ASIC and serves it on Bidder	19 October 2023
Offer Period commences (begin dispatch of Bidder's Statement and Target's Statement to Shareholders)	20 October 2023
Completion of joint dispatch of Bidder's Statement and Target's Statement to Shareholders	20 October 2023
Bidder to issue notice under section 630(3) (unless Offer Period extended beforehand)	14 November 2023
Bidder holds Bidder Shareholder Meeting	21 November 2023
Effective date of Consolidation	21 November 2023
End of Offer Period	21 November 2023
Capital Raising (tranche 2)	22 November 2023

Schedule 3 – Form of Initial Announcement

Proposed Takeover Bid for Gecko Minerals Limited and Capital Raising

Intention to Make Takeover Bid for Gecko Minerals Limited

Javelin Minerals Limited (“Javelin”, ASX: JAV or “the Company”) is pleased to announce the signing of a Takeover Bid Implementation Agreement (**Implementation Agreement**) with Gecko Minerals Limited (**Gecko**), an Australian unlisted public company. Gecko owns a 60% interest in Gecko Minerals Uganda Limited (**Gecko Uganda**) which company is the holder of one Exploration Licence and three Exploration Licence Applications in Uganda considered prospective for lithium, further details of which are set out below. As at the date of this announcement, Gecko has 94 shareholders.

Under the Implementation Agreement, it is proposed that subject to completion of satisfactory due diligence, Javelin will make an off-market takeover bid pursuant to the Corporations Act for all of the shares in Gecko (**Takeover Offer**). Under the proposed Takeover Offer, Javelin will offer to Gecko shareholders 185 Javelin shares for every Gecko share held. In the event that all Gecko shareholders accept (or Javelin reaches the 90% compulsory acquisition threshold) Javelin will issue a total of approximately 5,000,000,000 shares pursuant to the Takeover Offer. If the Takeover Offer proceeds and is successful the consideration shares will be issued pursuant to ASX Listing Rule 7.2 Exception 6.

The proposed Takeover Offer is unanimously recommended by the directors of Gecko in the absence of a superior offer and Javelin has also entered into Pre-Bid Acceptance Agreements with Gecko shareholders holding approximately 17.9% of the total shares in Gecko who have agreed to accept the proposed Takeover Offer in the absence of a superior offer.

The proposed Takeover Offer is subject to a number of conditions including:

- 1 Javelin being satisfied with its due diligence investigations into Gecko and its assets, liabilities, financial position and financial performance.
- 2 Gecko Uganda being granted the three Exploration Licences currently under application.
- 3 Javelin shareholders approving various resolutions at a General Meeting to be convened by Javelin.
- 4 A 90% minimum acceptance condition.
- 5 A regulatory approval and a no regulatory action condition.
- 6 A no material adverse change condition.
- 7 A condition restricting capital expenditure by Gecko other than as approved by Javelin.
- 8 No prescribed occurrences occurring in relation to Gecko and no distributions being made by Gecko to its shareholders.

Further details about the proposed Takeover Offer, the conditions to the Takeover Offer and the proposed timetable are set out in the Implementation Agreement annexed to this announcement.

Javelin is pleased to have been given the opportunity to acquire Gecko as its exploration assets have the potential to complement the Company's existing portfolio of exploration projects in Australia across a range of commodities.

Transaction Highlights

- **Gecko Uganda has two projects, Ntungamo, consisting of one Exploration licence and two Exploration License Applications covering a total of 60 square kilometres, and Mityana, consisting of one Exploration licence application covering 240 square kilometres**
- **The Mityana Project surrounds a historical open cut tantalite mine (excised and not part of the acquisition) that is unexplored for its lithium prospectivity, and recent samples of deeply weathered pegmatite tailings and large amblygonite boulders in waste piles have returned assays of up to 8.13% lithium oxide**
- **The Ntungamo Project surrounds a historical opencut Beryllium and Tantalite mine (excised) that also remains unexplored for lithium prospectivity, and recent samples taken from large amblygonite boulders in waste piles have returned assays of up to 7.68% lithium oxide**
- **Gecko Uganda shareholder, geologist and African specialist Klaus Eckhof proposed to be appointed Chairman of the Javelin Technical Committee in the event the takeover bid is successful**
- **Gecko director and geologist Mark Gasson proposed to be appointed to the Technical Committee to oversee in-country exploration activities with experienced South African geologist Dylan Le Roux in the event the takeover bid is successful**

Commenting on the proposed Takeover Offer, Javelin's Executive Director Mr Matthew Blake said:

"This is a major opportunity for Javelin as a lithium explorer and potential future lithium producer. The lithium potential of Uganda has been historically eclipsed by the abundant tin and coltan mining whilst these same granitic and pegmatitic host rocks may well contain large economic quantities of lithium minerals such as spodumene, lepidolite and amblygonite."

The proposed Chairman of the Technical Committee Mr Klaus Eckhof said:

"I am delighted at the prospect of working with the team at Javelin, and along with my colleagues Mark and Dylan, look forward to the design and execution of in country exploration activities following the successful completion of the transaction. I view both project areas as having the potential to host world class strategic mineral deposits in a largely under explored regional setting."

Details of Ugandan Projects

Gecko Uganda is the holder of one Exploration Licence EL00252 and three Exploration Licence Applications (TN03991 applied for on 16 June 2023, TN03993 applied for on 19 June 2023 and TN04003 applied for on 3 July 2023) covering 300 square kilometres in the Mityana and Ntungamo regions of Uganda (Figure 1). Gecko Uganda has been unable to provide the Company an estimate as to when the Exploration Licence Applications are expected to be granted.

Gecko Uganda is also the holder of Prospecting Licence PL0000000458 pursuant to which Gecko Uganda has a non-exclusive right to prospect for minerals in Uganda in areas that are not subject to another mineral right.

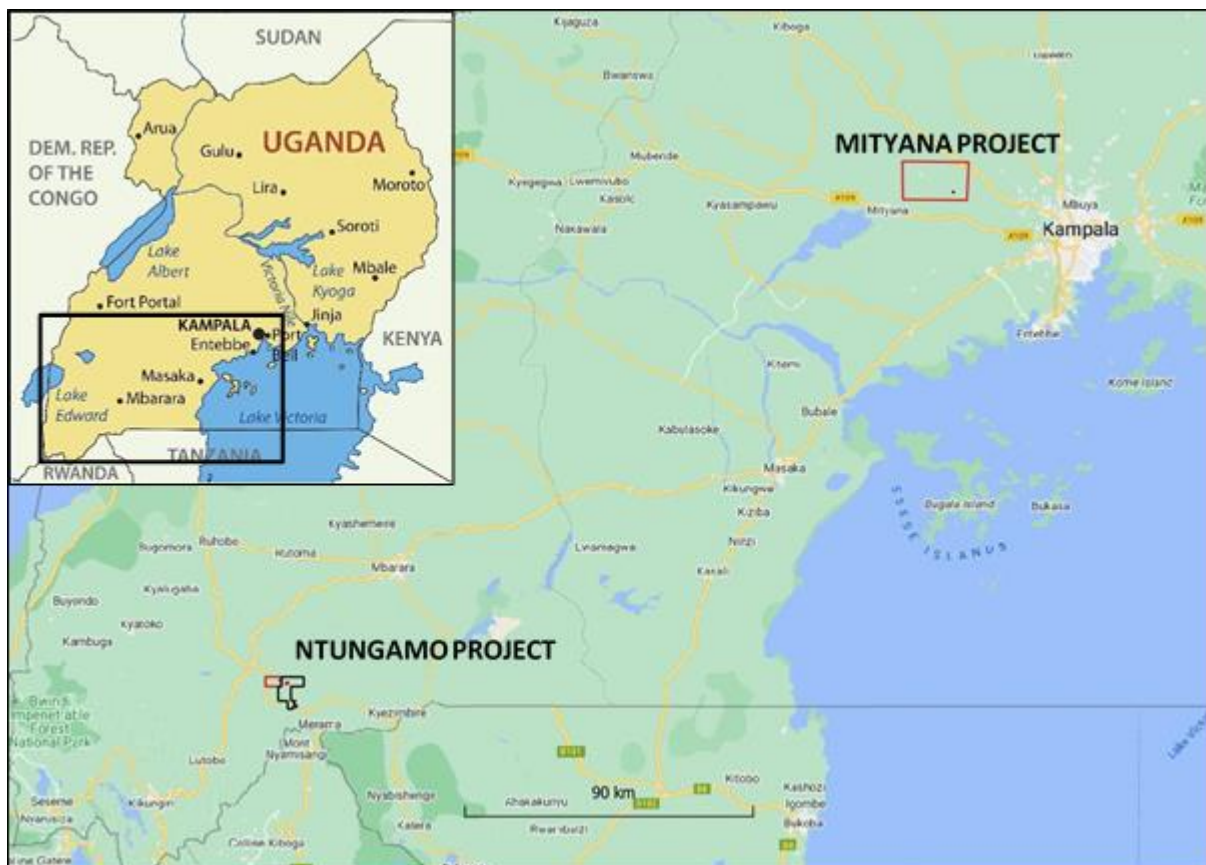


Figure 1. Location of the Lithium Exploration Tenements, Uganda.

The Mityana Project comprises one Exploration Licence Application of 240 square kilometres (TN03993) and the Ntungamo Project contains one Exploration Licence (EL00252) and two Exploration Licence Applications (TN03991 and TN04003) of 60 square kilometres.

Whilst the Mityana Project is less than 2 hours driving from the Ugandan capital Kampala, it has been largely unexplored and remains unevaluated for lithium mineralization. Outcrop exposure on the project area is minimal and the lithium potential for Mityana was identified from tailings samples collected from a historic opencut tantalite mine in the centre of the Licence Application held by another Company.

Tailings samples of deeply weathered pegmatite and large amblygonite boulders from waste piles within the excised mine reported from 0.16% to 8.13% Lithium Oxide. No assays for any other minerals were completed from these samples. Gecko Uganda is confident that pegmatite extensions continue into the Mityana Licence from the old tantalite mine and will prepare a lithium-focussed exploration programme for this tenement.

The 58 square kilometre Ntungamo Project area is some 20 kilometres from the Ntungamo township and approximately 300 kilometres south-west of Kampala, the capital city of Uganda, with much of the land having been reportedly prospected and exploited for tin and tantalum by artisanal and small scale miners for over 50 years.

The project area is covered by rocks of the Central African Mesoproterozoic Kibaran Belt, which contains the largest continuous tin and tantalum mineralization district in Africa. Many occurrences of economic interest, such as gold, cassiterite, wolframite, and (Nb-Ta) columbite-group minerals (“coltan”), are currently associated with the G4 granitoid intrusions that were emplaced in the Kibaran Belt. These G4 granites, also called “tin granites”, contain minerals deposits such as beryl, the lithium minerals amblygonite and spodumene, as well as apatite and tourmaline.

Most samples collected from the Ntungamo Project area were taken from EL00252 (a licence that has been acquired by Gecko Uganda), with grab samples from amblygonite in the waste pile reporting up to 7.68% Lithium Oxide (Figures 2 and 3).

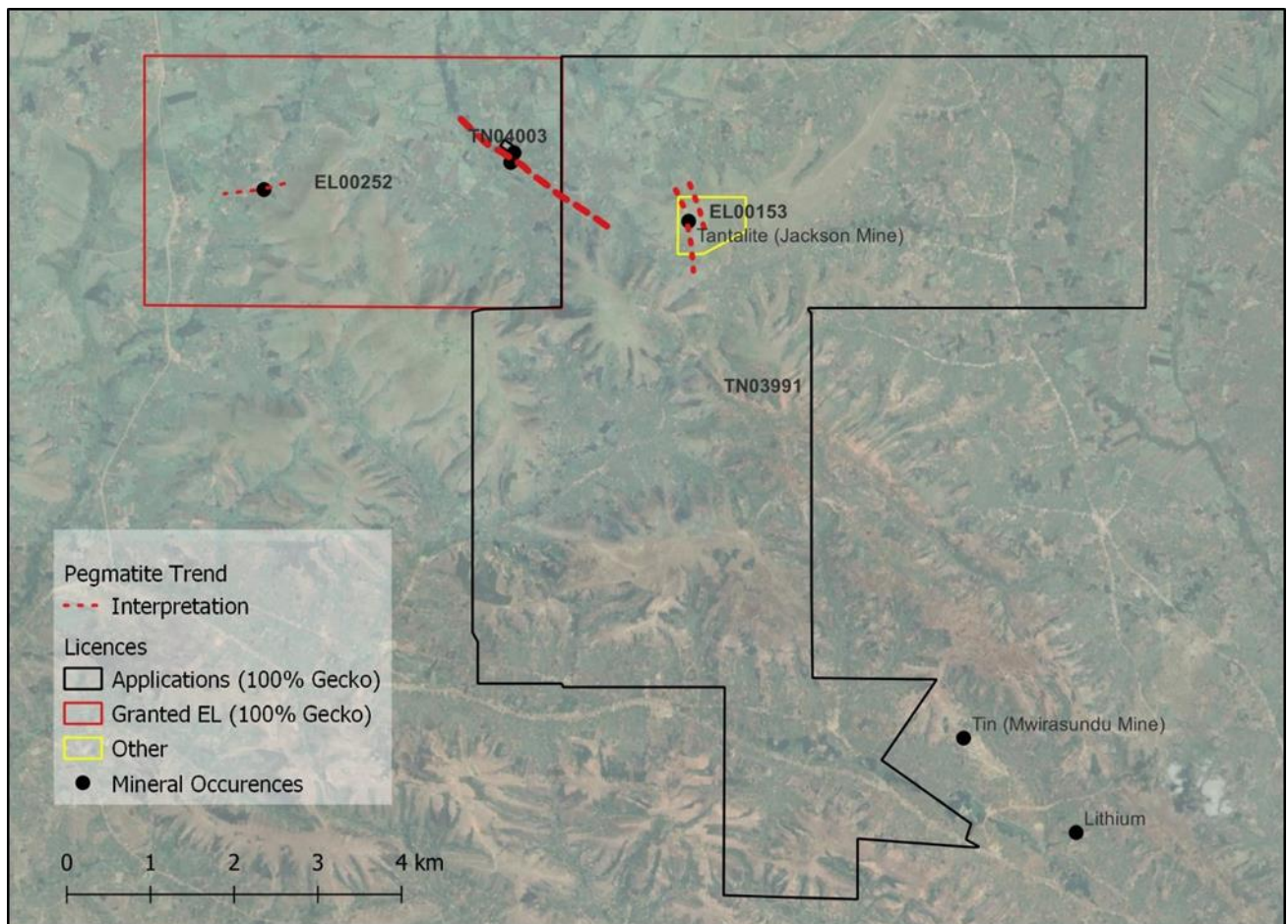


Figure 2. Ntungamo Project, Licence Localities.

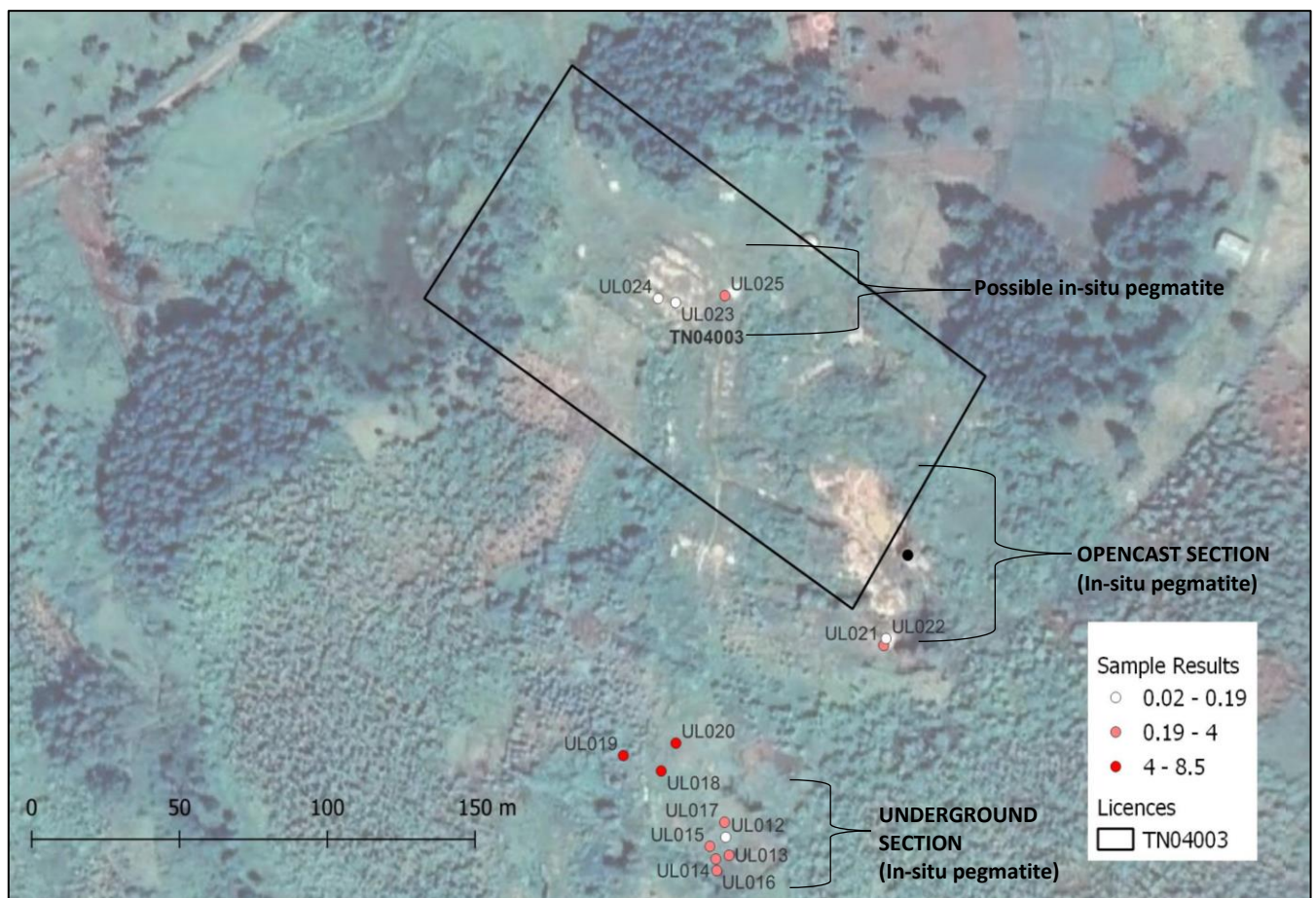


Figure 3. Ntungamo Project, Location of Samples Collected from TN04003 and EL00252.

Proposed Technical Committee

About Klaus Eckhof

Mr Eckhof is a geologist with more than 30 years of experience developing mineral deposits throughout the globe including more than 20 years in the Democratic Republic of Congo. Mr Eckhof worked for Mount Edon Gold Mines Ltd as Business Development Manager before it was acquired by Canadian mining company Teck. In 1994, he founded Spinifex Gold Ltd and Lafayette Mining Ltd, both of which successfully delineated gold and base metal deposits. In late 2003, Mr Eckhof founded Moto Goldmines which acquired the Moto Gold Project in the Democratic Republic of the Congo. There, Mr Eckhof and his team delineated more than 20 million ounces of gold and delivered a feasibility study within four years from the commencement of exploration. Moto Goldmines was subsequently acquired by Randgold Resources (NASDAQ: GOLD) (LSE: RRS) who poured first gold in September 2013 (600,000 ozs per year producer). Mr Eckhof was the Executive Chairman of AVZ Minerals Ltd (ASX: AVZ). AVZ is a mineral exploration company focused on developing the Manono Project, potentially one of the world's largest lithium-rich LCT (lithium, caesium, tantalum) pegmatite deposits. Manono is located in the south of the DRC in central Africa. Mr Eckhof currently serves as the President and CEO of AJN Resources Inc. Mr Eckhof was also Chairman of Alphamin Resources where his team discovered the world's highest grade tin deposit at 4.5% Sn. Alphamin has a current market cap in excess of C\$1.2b. He is a member of the Australasian Institute of Mining and Metallurgy.

About Mark Gasson

Mr Gasson is a geologist with more than 35 years of experience and has been active in South Africa, Tanzania and the DRC since 1986 in gold and base metals exploration and resource development. Mr Gasson served on the Boards of Tiger Resources, Erongo Energy, Alphamin Resources and Taruga Minerals and as Exploration Manager of a number of Junior Exploration Companies. He was instrumental in the discovery of 1 million tonnes of copper at Kipoi, 250,000 tonnes of tin at 3.5% tin at Alphamin's Bisie tin project and 3 million ounces of gold at Amani's Giro deposits, all of which are located in the DRC. Mr Gasson currently serves as CEO and President of Rome Resources Limited, on the BoD of AJN Resources Inc. and Pathfinder Minerals Plc and brings considerable relevant skills and experience to the committee. He is a member of the Australasian Institute of Mining and Metallurgy.

About Dylan Le Roux

Mr Le Roux is a geologist with over 8 years of experience in various commodities including gold, tin, lithium, tungsten and copper. Mr Le Roux has operated in several Southern and Eastern African countries including Uganda (since 2017).

In the event the proposed Takeover Offer proceeds and is successful Mr Eckhof, Mr Gasson and Mr Le Roux will join Javelin's existing Technical Director Rob Mosig to form the technical committee for Gecko.

Capital Raising

Javelin is also pleased to announce it has received firm commitments to raise \$2,000,000 (before costs) via a share placement to sophisticated and professional investors to be conducted in two tranches.

Tranche one of the placement, comprising of 1,418,122,916 shares at an issue price of \$0.0004 per share to raise \$567,249, has been completed within the Company's 15% placement capacity under ASX Listing Rule 7.1 ("Tranche 1") and an Appendix 2A is attached. The funds raised pursuant to Tranche 1 (after capital raising costs of approximately \$34,000) will be used for maintenance and exploration of the Company's existing projects (approximately \$281,388), working capital (approximately \$101,800) and due diligence and legal expenses in relation to the proposed Takeover Offer (approximately \$150,000).

Tranche two of the placement is subject to Javelin Shareholder approval and will comprise 3,581,877,084 shares and 3,581,877,084 attaching options exercisable at \$0.001 on or before 31 December 2028 to raise \$1,432,757 ("Tranche 2"). Whilst it is not possible at this point to forecast the specific usage of the Tranche 2 funding as this will depend on a number of factors that are as yet unknown, it is currently intended that the funds raised pursuant to Tranche 2 (after capital raising costs of approximately \$86,000) will be applied towards maintenance and exploration of the Company's existing projects (at least \$371,922), working capital (at least \$361,577), and, in the event that the Takeover Offer proceeds and is successful, to meet the ongoing expenses of Gecko including for exploration and vendor payments associated with the Gecko Uganda Exploration licences (estimated to be approximately \$75,758) as well as to fund repayment of a loan owing by Gecko to one of its shareholders (\$750,000, inclusive of interest) and payment of the members of the proposed technical committee (up to \$37,500).

The Company will also seek shareholder approval for the issue of 1,418,122,916 attaching options to be issued to the subscribers to the Tranche 1 placement.

Additional Shareholder Resolutions

The Company also intends to seek shareholder approval for the issue of:

- 1 up to 1,000,000,000 options to directors of Javelin on the same terms as the options to be issued pursuant to the placement (subject to such additional vesting conditions or performance conditions as set out in the applicable Notice of Meeting);
- 2 up to 2,100,000,000 performance rights to Mr Eckhof, Mr Gasson and Mr Le Roux (which will vest subject to performance conditions set out in Schedule 5 of the Implementation Agreement); and
- 3 5,000,000,000 options exercisable at \$0.001 on or before 31 December 2028 for a total subscription of \$500 to the Company's corporate advisors.

An Appendix 3B is attached in relation to these proposed security issues as well as the Tranche 2 capital raising. Full details of the proposed security issues will be set out in the Company's Notice of Meeting.

Share Consolidation

Section 254H of the Corporations Act provides that a company may, by resolution in a general meeting, convert all or any of its shares into a larger or smaller number.

The Company will also seek shareholder approval to consolidate the number of shares the Company has on issue on a 10 for 1 basis. An Appendix 3A.3 is attached in relation to the proposed consolidation.

For the avoidance of doubt, all references in this announcement to shares, options and performance rights are on a pre-consolidation basis.

Pro-forma Capital Structure

	Shares (JAV)	Options (JAVO)	Existing Unlisted Options	Performance Rights	New unlisted Options
Securities currently on issue	9,454,152,771	3,760,000,000	225,000,000		
Proposed capital raise Tranche 1	1,418,122,916				1,418,122,916
Proposed capital raise Tranche 2	3,581,877,084				3,581,877,084
Gecko Takeover Bid	5,000,000,000				
Advisor Options					5,000,000,000
Performance Rights				2,100,000,000	
Director Options					1,000,000,000
TOTAL	19,454,152,771	3,760,000,000	225,000,000	2,100,000,000	11,000,000,000
TOTAL after Consolidation	1,945,415,277	376,000,000	22,500,000	210,000,000	1,100,000,000

Next Steps

The Company is pleased to confirm that it has commenced its due diligence enquiries in relation to Gecko, Gecko Uganda and their respective assets and liabilities and that the Company's Technical Director, Mr Rob Mosig, and the Company's Executive Director, Mr Matthew Blake, have been to Uganda to undertake in country due diligence. The Company anticipates that it will complete its due diligence within the next 2 weeks.

Upon completion of satisfactory due diligence, the Company will prepare its Bidder's Statement in relation to the proposed Takeover Offer for lodgement with ASIC and service on Gecko.

The Company is also in the process of preparing a Notice of General Meeting for the purpose of the various Javelin shareholder approvals referred to in this announcement.

Further details in relation to the estimated timetable are set out in Schedule 2 of the Implementation Agreement.

The Company will continue to update the market with further material developments in relation to both the proposed Takeover Offer and the other matters referred to in this announcement.

Competent Person Statement

The information in this report that relates to Exploration Results is based on information compiled by Mr Rob Mosig who is a Fellow of the Australasian Institute of Mining and Metallurgy (F.AusIMM). Mr Mosig has sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity which he is undertaking to qualify as a Competent Person as defined in the 2012 Edition of the 'Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves'. Mr Mosig consents to the inclusion in the report of the matters based on his information in the form and context in which it appears.

Sample ID	Li2O %	Mineralisation	Weathering	From	To	Sample Type	Licence
UL012	0.09%		Strong			Composite	EL00252
UL013	0.34%		Strong			Composite	EL00252
UL014	0.22%		Strong			Composite	EL00252
UL015	0.26%		Strong			Composite	EL00252
UL016	0.30%	Lepidolite?	Strong			Grab	EL00252
UL017	0.34%		Moderate-Strong			Grab	EL00252
UL018	7.68%	Amblygonite?	Fresh			Grab	EL00252
UL019	7.17%	Amblygonite?	Fresh			Grab	EL00252
UL020	6.50%	Amblygonite?	Fresh			Grab	EL00252
UL021	0.30%		Strong	0	2	Channel	EL00252
UL022	0.02%		Strong	0	1.2	Channel	EL00252
UL023	0.06%	Lepidolite?	Moderate			Grab	TN03936
UL024	0.15%	Amblygonite?	Strong			Grab	TN03936
UL025	0.26%		Weak-Moderate			Composite	TN03936
UL026	0.32%		Strong	0	1	Channel	EL00153
UL027	0.11%		Moderate			Grab	EL00153
UL028	0.07%		Strong			Grab	EL00153

Table 1: Tailings Samples

JORC Code, 2012 Edition – Table 1 report template

Section 1 Sampling Techniques and Data

(Criteria in this section apply to all succeeding sections.)

Criteria	JORC Code explanation	Commentary
Sampling techniques	<ul style="list-style-type: none"> • Nature and quality of sampling (eg cut channels, random chips, or specific specialised industry standard measurement tools appropriate to the minerals under investigation, such as down hole gamma sondes, or handheld XRF instruments, etc). These examples should not be taken as limiting the broad meaning of sampling. • Include reference to measures taken to ensure sample representivity and the appropriate calibration of any measurement tools or systems used. • Aspects of the determination of mineralisation that are Material to the Public Report. • In cases where 'industry standard' work has been done this would be relatively simple (eg 'reverse circulation drilling was used to obtain 1 m samples from which 3 kg was pulverised to produce a 30 g charge for fire assay'). In other cases more explanation may be required, such as where there is coarse gold that has inherent sampling problems. Unusual commodities or mineralisation types (eg submarine nodules) may warrant disclosure of detailed information. 	<ul style="list-style-type: none"> • Each sample is a composite of approximately 4 to 6 pieces of outcropping (or underground) pegmatite collected within a 2-metre radius of the recorded sample point to give a total sample weight of approximately 1kg or channel samples with a maximum width of 2m in areas of continuous pegmatite outcrop. • No calibration tools needed. • Rock chip samples were representative of the outcropping pegmatite; however, some specific sampling was conducted on possible amblygonite occurrences within the pegmatite.
Drilling techniques	<ul style="list-style-type: none"> • Drill type (eg core, reverse circulation, open-hole hammer, rotary air blast, auger, Bangka, sonic, etc) and details (eg core diameter, triple or standard tube, depth of diamond tails, face-sampling bit or other type, whether core is oriented and if so, by what method, etc). 	No drilling conducted.
Drill sample recovery	<ul style="list-style-type: none"> • Method of recording and assessing core and chip sample recoveries and results assessed. • Measures taken to maximise sample recovery and ensure representative nature of the samples. • Whether a relationship exists between sample recovery and grade and whether sample bias may have occurred due to preferential loss/gain of fine/coarse material. 	No drilling conducted.
Logging	<ul style="list-style-type: none"> • Whether core and chip samples have been geologically and geotechnically logged to a level of detail to support appropriate Mineral Resource estimation, mining studies and metallurgical studies. 	<p>A geological description of the Pegmatite sample was recorded.</p> <ul style="list-style-type: none"> • Samples were collected from the interpreted weathered pegmatite localities. Some sampling was specifically conducted on potential lithium carrying minerals within the pegmatite such as amblygonite and spodumene.

Criteria	JORC Code explanation	Commentary
	<ul style="list-style-type: none"> • Whether logging is qualitative or quantitative in nature. Core (or costean, channel, etc) photography • The total length and percentage of the relevant intersections logged. 	<ul style="list-style-type: none"> • Each sample is a composite of approximately 4 to 6 pieces of outcropping pegmatite collected within a 2-metre radius of the recorded sample point to give a total sample weight of approximately 1kg or channel samples with a maximum width of 2m in areas of continuous pegmatite outcrop.
Sub-sampling techniques and sample preparation	<ul style="list-style-type: none"> • <i>If core, whether cut or sawn and whether quarter, half or all core taken.</i> • <i>If non-core, whether riffled, tube sampled, rotary split, etc and whether sampled wet or dry.</i> • <i>For all sample types, the nature, quality and appropriateness of the sample preparation technique.</i> • <i>Quality control procedures adopted for all sub-sampling stages to maximise representivity of samples.</i> • <i>Measures taken to ensure that the sampling is representative of the in situ material collected, including for instance results for field duplicate/second-half sampling.</i> • <i>Whether sample sizes are appropriate to the grain size of the material being sampled.</i> 	<ul style="list-style-type: none"> • The rock samples were dried jaw crushed and pulverized. A30g pulp was split for lithium analysis. • Alex Stewart Laboratories in Kigali, Rwanda conduct internal QA/QC procedures to ensure sample representativity. • Samples were collected by experienced Gecko Minerals Limited geologists and samples collected based on geological observations and availability of pegmatite. • The sample size is considered representative of the pegmatite sampled.
Quality of assay data and laboratory tests	<ul style="list-style-type: none"> • <i>The nature, quality and appropriateness of the assaying and laboratory procedures used and whether the technique is considered partial or total.</i> • <i>For geophysical tools, spectrometers, handheld XRF instruments, etc, the parameters used in determining the analysis including instrument make and model, reading times, calibrations factors applied and their derivation, etc.</i> • <i>Nature of quality control procedures adopted (eg standards, blanks, duplicates, external laboratory checks) and whether acceptable levels of accuracy (ie lack of bias) and precision have been established.</i> 	<ul style="list-style-type: none"> • The samples were submitted to Alex Stewart Laboratories, Kigali, Rwanda, Africa for lithium oxide analysis only. Samples were analysed by potassium hydroxide fusion. • No geophysical surveys were undertaken at this time • One blank sample was inserted which returned acceptable levels. No external reference materials were included.
Verification of sampling and assaying	<ul style="list-style-type: none"> • <i>The verification of significant intersections by either independent or alternative company personnel.</i> • <i>The use of twinned holes.</i> • <i>Documentation of primary data, data entry procedures, data verification, data storage (physical and electronic) protocols.</i> • <i>Discuss any adjustment to assay data.</i> 	<ul style="list-style-type: none"> • Company geological personnel were involved in the collection and interpretation of results. • Location of sample description data were collected in the field by recording GPS waypoints and hand recording sample numbers, coordinates and geology descriptions. Assay results were merged with the field data based on the sample number.

Criteria	JORC Code explanation	Commentary
Location of data points	<ul style="list-style-type: none"> Accuracy and quality of surveys used to locate drill holes (collar and down-hole surveys), trenches, mine workings and other locations used in Mineral Resource estimation. Specification of the grid system used. Quality and adequacy of topographic control. 	<ul style="list-style-type: none"> Samples were positioned (+/- 5m) in WGS 84 UTM Zone 36S Samples were located by hand held GPS
Data spacing and distribution	<ul style="list-style-type: none"> Data spacing for reporting of Exploration Results. Whether the data spacing and distribution is sufficient to establish the degree of geological and grade continuity appropriate for the Mineral Resource and Ore Reserve estimation procedure(s) and classifications applied. Whether sample compositing has been applied. 	<ul style="list-style-type: none"> Sample locations were based on the availability of pegmatite to sample. Sample results included in this announcement cannot be included in a Mineral Resource Estimate and are indicative of further exploration only. No compositing was conducted.
Orientation of data in relation to geological structure	<ul style="list-style-type: none"> Whether the orientation of sampling achieves unbiased sampling of possible structures and the extent to which this is known, considering the deposit type. If the relationship between the drilling orientation and the orientation of key mineralised structures is considered to have introduced a sampling bias, this should be assessed and reported if material. 	<ul style="list-style-type: none"> Surface sampling and the sampling techniques conducted are considered appropriate for this early-stage exploration of a pegmatite
Sample security	<ul style="list-style-type: none"> The measures taken to ensure sample security. 	<ul style="list-style-type: none"> Sample security was managed by Gecko Minerals staff. The samples were taken directly to Alex Stewart Laboratories in Rwanda by Gecko staff.
Audits or reviews	<ol style="list-style-type: none"> The results of any audits or reviews of sampling techniques and data. 	<ul style="list-style-type: none"> One blank sample was inserted which returned acceptable levels. Results are awaited for 5 repeat samples.

Section 2 Reporting of Exploration Results

- (Criteria listed in the preceding section also apply to this section.)

Criteria	JORC Code explanation	Commentary
Mineral tenement and land tenure status	<ul style="list-style-type: none"> Type, reference name/number, location and ownership including agreements or material issues with third parties such as joint ventures, partnerships, overriding royalties, native title interests, historical sites, wilderness or national park and environmental settings. The security of the tenure held at the time of reporting along with any known impediments to obtaining a licence to operate in the area. 	<ul style="list-style-type: none"> For the Mityana Prospect samples were collected by Gecko Minerals staff in a mining lease excised from the Gecko Exploration Licence. As such, the assays reported in this announcement relating to Mityana can only represent the potential for continuation of the lithium anomalism from the Mining Lease into the Mityana Licence. For the Ntungamo Prospect, all samples were collected from tenements E 00252 and TN 04003 which have been purchased or are awaiting granting from the Ugandan Government respectively.

Criteria	JORC Code explanation	Commentary
		<ul style="list-style-type: none"> There are no known impediments to operating on these prospects.
Exploration done by other parties	<ul style="list-style-type: none"> Acknowledgment and appraisal of exploration by other parties. 	<ul style="list-style-type: none"> Sampling and other activities were conducted by staff employed by Gecko Minerals Limited.
Geology	<ul style="list-style-type: none"> Deposit type, geological setting and style of mineralisation. 	<ul style="list-style-type: none"> The prospects are considered to be potential lithium hosted pegmatites.
Drill hole Information	<ul style="list-style-type: none"> A summary of all information material to the understanding of the exploration results including a tabulation of the following information for all Material drill holes: <ul style="list-style-type: none"> easting and northing of the drill hole collar elevation or RL (Reduced Level – elevation above sea level in metres) of the drill hole collar dip and azimuth of the hole down hole length and interception depth hole length. If the exclusion of this information is justified on the basis that the information is not Material and this exclusion does not detract from the understanding of the report, the Competent Person should clearly explain why this is the case. 	<ul style="list-style-type: none"> No historical drilling recorded and not applicable to this announcement.
Data aggregation methods	<ul style="list-style-type: none"> In reporting Exploration Results, weighting averaging techniques, maximum and/or minimum grade truncations (eg cutting of high grades) and cut-off grades are usually Material and should be stated. Where aggregate intercepts incorporate short lengths of high grade results and longer lengths of low grade results, the procedure used for such aggregation should be stated and some typical examples of such aggregations should be shown in detail. The assumptions used for any reporting of metal equivalent values should be clearly stated. 	<ul style="list-style-type: none"> The Company is not aware of any new information or data that could materially affect the information in this announcement. Javelin has no reason to question the accuracy and veracity of the information reported by Gecko Minerals Limited.
Relationship between mineralisation widths and intercept lengths	<ul style="list-style-type: none"> These relationships are particularly important in the reporting of Exploration Results. If the geometry of the mineralisation with respect to the drill hole angle is known, its nature should be reported. If it is not known and only the down hole lengths are reported, there should be a clear statement to this effect (eg 'down hole length, true width not known'). 	<ul style="list-style-type: none"> Not applicable.
Diagrams	<ul style="list-style-type: none"> Appropriate maps and sections (with scales) and tabulations of intercepts should be included for any significant discovery being 	<ul style="list-style-type: none"> All diagrams are designed to provide the reader with an accurate and comprehensive overview of the projects locations, work programmes

Criteria	JORC Code explanation	Commentary
	<i>reported These should include, but not be limited to a plan view of drill hole collar locations and appropriate sectional views.</i>	both completed and planned and discovery potential for lithium hosted pegmatites.
Balanced reporting	<ul style="list-style-type: none"> Where comprehensive reporting of all Exploration Results is not practicable, representative reporting of both low and high grades and/or widths should be practiced to avoid misleading reporting of Exploration Results. 	<ul style="list-style-type: none"> All assay results from the rock chip sampling have been reported according to this section.
Other substantive exploration data	<ul style="list-style-type: none"> Other exploration data, if meaningful and material, should be reported including (but not limited to): geological observations; geophysical survey results; geochemical survey results; bulk samples – size and method of treatment; metallurgical test results; bulk density, groundwater, geotechnical and rock characteristics; potential deleterious or contaminating substances. 	<ul style="list-style-type: none"> No previous exploration for lithium has been reported for both prospects.
Further work	<ul style="list-style-type: none"> The nature and scale of planned further work (eg tests for lateral extensions or depth extensions or large-scale step-out drilling). Diagrams clearly highlighting the areas of possible extensions, including the main geological interpretations and future drilling areas, provided this information is not commercially sensitive 	<ul style="list-style-type: none"> Further exploration activities are planned following the completion and signing of due diligence activities and acquisition agreements respectively.

Schedule 4 – Terms and Conditions of Bidder Options

(a) **Entitlement**

Each Option entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (j), the amount payable upon exercise of each Option will be \$0.001 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5.00pm (WST) on 31 December 2028 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

(e) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(f) **Exercise Date**

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(g) **Timing of issue of Shares on exercise**

Within 5 Business Days after the later of the following:

- (i) the Exercise Date; and
- (ii) when excluded information in respect to the Company (as defined in section 708A(7) of the Corporations Act) (if any) ceases to be excluded information,

but in any case no later than 5 Business Days after the Exercise Date, the Company will:

- (i) allot and issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under clause (ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 5 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(h) **Shares issued on exercise**

Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

(i) **Quotation of Shares issued on exercise**

If admitted to the official list of ASX at the time, application will be made by the Company to ASX for quotation of the Shares issued upon the exercise of the Options.

(j) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of the reconstruction.

(k) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(l) **Change in exercise price**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(m) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

(n) **Quotation**

The Options will not be quoted on ASX.

Schedule 5 – Terms and Conditions of Performance Rights

The following terms and conditions apply to each of the Performance Rights:

(a) **(Definitions)**

The following definitions apply:

- (i) **ASX** means ASX Limited (ACN 008 624 691) or, where the context requires, the securities exchange operated by ASX Limited.
- (ii) **Business Day** has the meaning given in the Listing Rules.
- (iii) **Company** means Javelin Minerals Limited (ACN 151 900 855).
- (iv) **Corporations Act** means the *Corporations Act 2001 (Cth)*.
- (v) **Gecko Uganda** means Gecko Minerals Uganda Ltd Registration No. 80034402600742.
- (vi) **Holder** means a holder of a Performance Right.
- (vii) **Indicated Mineral Resource** has the meaning given in the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition) (the 'JORC Code').
- (viii) **Inferred Mineral Resource** has the meaning given in the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition) (the 'JORC Code').
- (ix) **Listing Rules** means the listing rules of ASX, as amended, modified or waived from time to time.
- (x) **Shareholders** means holders of Shares.
- (xi) **Share** means fully paid ordinary shares in the capital of the Company.
- (xii) **VWAP** means the volume weighted average price of traded on ASX on a post consolidation basis.

(b) **(Milestones)** The Performance Rights have the following milestones attached to them (each referred to as a **Milestone**):

Class	Performance Milestone	Milestone Date	Number of Performance Rights	Number of Shares on conversion of Performance Rights
Class A	Either the Company's 30 day VWAP exceeds \$0.01 on a post-consolidation basis or Gecko Uganda discovers lithium mineralisation of at least 1% Li ₂ O over an intercept of at least 5 metres	5 years from the date of issue	700,000,000	700,000,000

Class	Performance Milestone	Milestone Date	Number of Performance Rights	Number of Shares on conversion of Performance Rights
Class B	Either the Company's 30 day VWAP exceeds \$0.02 on a post-consolidation basis or Gecko Uganda delineates an Inferred Mineral Resource of a minimum of 5,000,000 tonnes of Li2O at a minimum grade of 1% Li2O	5 years from the date of issue	700,000,000	700,000,000
Class C	Either the Company's 30 day VWAP exceeds \$0.03 on a post-consolidation basis or Gecko Uganda delineates an Indicated Mineral Resource of a minimum of 10,000,000 tonnes of Li2O at a minimum grade of 1% Li2O	5 years from the date of issue	700,000,000	700,000,000
TOTAL			2,100,000,000	2,100,000,000

- (c) **(Independent Verification)** The Milestones set out above must be independently verified prior to the Performance Rights being able to be converted into Shares.
- (d) **(Vesting)** Subject to the Holder being engaged as a consultant by the Company (or a subsidiary of the Company) for at least 6 months after the date of issue of the Performance Rights, on satisfaction of a Milestone, the Company will notify the Holder in writing (**Vesting Notice**) within 3 Business Days of becoming aware that the relevant Milestone has been satisfied.
- (e) **(Conversion)** Each Performance Right is converted into one fully paid ordinary Share on achievement of the relevant Milestone.
- (f) **(Exercise)** Upon receipt of a Vesting Notice, the Holder may apply to exercise Performance Rights by delivering a signed notice of exercise to the Company Secretary. The Holder is not required to pay a fee in order to exercise the Performance Rights.
- (g) **(Expiry Date)** The Performance Rights will expire and lapse in the event of:
- (i) a Milestone not being satisfied by 5.00pm (Perth time) on the Milestone Date; or
 - (ii) a Milestone not being satisfied by the date that the Holder ceases to be a consultant to the Company (or a subsidiary of the Company) other than as a result of the Company terminating the Holder's engagement as a consultant for a reason other than a breach by the Holder of the terms of such engagement, unless the Board of the Company agrees to allow the Holder to retain the Performance Rights after ceasing to be a consultant.
- (h) **(Transfer)** The Performance Rights are not transferable.
- (i) **(Entitlements and bonus issues)** Subject always to the rights under clause (j), Holders will not

be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

- (j) **(Reorganisation of capital)** In the event that the issued capital of the Company is reconstructed, all the Holder's rights will be changed to the extent necessary to comply with the Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the Holder's economic and other rights are not diminished or terminated.
- (k) **(Voting rights)** A Performance Right does not entitle the Holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the Listing Rules where such rights cannot be excluded by these terms.
- (l) **(Dividend rights)** A Performance Right does not entitle the Holder to any dividends.
- (m) **(Return of capital rights)** The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
- (n) **(Rights on winding up)** The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.
- (o) **(Takeovers prohibition):**
 - (i) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
 - (ii) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.
- (p) **(Issue of Shares)**
 - (i) Within 5 Business days of the Company receiving a Notice of Exercise, the Company must:
 - (A) issue the Shares specified in the Notice of Exercise;
 - (B) give ASX a notice that complies with section 708A(5)(e) of the Corporations Act (to the extent required); and
 - (C) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Performance Rights.
 - (ii) If the Company is unable to deliver a notice under clause (q)(i)(B) or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Shares issued on exercise of the Performance Rights may not be traded and will be subject to a holding lock until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.
 - (iii) All Shares issued upon the conversion of Performance Rights will upon issue rank pari passu in all respects with other Shares.
- (q) **(Quotation)** Performance Rights will not be quoted on ASX. On conversion of Performance Rights into Shares, the Company will apply for quotation in accordance with clause (q)(i)(C).
- (r) **(No other rights)** A Performance Right does not give a Holder any rights other than those

expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

- (s) **(Amendments required by ASX)** The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the Holder are not diminished or terminated.

Further and in addition to the above, the Company confirms the following:

- (t) The Company will make an announcement on the ASX market announcements platform immediately upon the satisfaction of any Milestone, the conversion of any of the Performance Rights and the expiry of any of the Performance Rights;
- (u) The terms and conditions of the Performance Rights, including without limitation the relevant Milestones that have to be satisfied before each Performance Right is converted into a Share, are not to be changed without the prior approval of ASX and the Company's Shareholders.
- (v) Upon conversion of the Performance Rights into Shares, the Company will apply to the ASX for quotation of the Shares within the requisite time period;
- (w) The Company will disclose the following in each annual report, issued by the Company in respect of any period during which any of the Performance Rights remain on issue or were converted or expired:
 - (i) the number of Performance Rights on issue during the relevant period;
 - (ii) a summary of the terms and conditions of the Performance Rights, including without limitation the number of ordinary Shares into which they are convertible and the relevant Milestones;
 - (iii) whether any of the Performance Rights were converted or expired during that period; and
 - (iv) whether any Milestones were met during the period.

Executed as an Agreement.

Executed by Javelin Minerals Limited

ACN 151 900 855 in accordance with section
127 of the *Corporations Act*:



Signature of Director

DAVID GRANT SANDERS

Name of Director in full



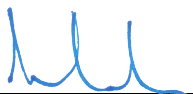
Signature of Secretary/other Director

Scott Adrian Mison

Name of Secretary/other Director in full

Executed by Gecko Minerals Limited

ACN 614 019 706 in accordance with section
127 of the *Corporations Act*:



Signature of Director

Mathew Walker

Name of Director in full



Signature of Secretary/other Director

Sonu Cheema

Name of Secretary/other Director in full