



**ARRANGEMENT INVOLVING**

**GOVIX URANIUM INC.**

**and**

**TOMBADOR IRON LIMITED**

Notice and Management Information Circular dated September 10, 2025

for the Special Meeting of Securityholders  
of GoviEx Uranium Inc.

to be held at 11:00 a.m. (Vancouver time) on October 24, 2025

at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, British Columbia

**The Board of Directors of GoviEx Uranium Inc.  
unanimously recommends that Securityholders vote  
FOR  
the Arrangement Resolution**

**TAKE ACTION AND VOTE TODAY**



## Letter to Securityholders

September 10, 2025

Dear Securityholders:

The Board of Directors (the “**GoviEx Board**”) of GoviEx Uranium Inc. (the “**Company**” or “**GoviEx**”) invites you to attend the special meeting (the “**Meeting**”) of the holders (“**GoviEx Shareholders**”) of Class A common shares of the Company (the “**GoviEx Shares**”), the holders (“**Optionholders**”) of options to purchase GoviEx Shares (“**GoviEx Options**”) and the holders (“**Warrantholders**”) of warrants to purchase GoviEx Shares (“**GoviEx Warrants**”) (the GoviEx Shares, GoviEx Options and GoviEx Warrants, collectively, the “**GoviEx Securities**”, and the holders of the GoviEx Securities (the “**GoviEx Securityholders**”) to be held on October 24, 2025 at 11:00 a.m. (Vancouver time) at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, British Columbia.

## The Plan of Arrangement

At the Meeting, GoviEx Shareholders and GoviEx Securityholders will be asked to consider and, if deemed acceptable, pass a special resolution (the “**Arrangement Resolution**”) approving an arrangement (the “**Arrangement**”) with Tombador Iron Limited (“**Tombador**”) pursuant to a statutory plan of arrangement (the “**Plan of Arrangement**”) under Section 288 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) whereby Tombador will, among other things, acquire all of the issued and outstanding GoviEx Shares. In accordance with the Plan of Arrangement, GoviEx will become a wholly-owned subsidiary of Tombador. The Plan of Arrangement will be governed by and otherwise subject to the terms of the amended and restated arrangement agreement dated as of September 5, 2025, between the Company and Tombador (the “**Arrangement Agreement**”). **If you cannot attend the Meeting, please complete the enclosed form of proxy and submit it as soon as possible.**

## The Exchange Ratio

### Shareholders

Under the terms of the Arrangement Agreement, Tombador will acquire each GoviEx Share outstanding immediately prior to the effective time of the Arrangement (the “**Effective Time**”) in exchange for 0.2534 (the “**Exchange Ratio**”) ordinary shares of Tombador (each whole share, a “**Tombador Share**”) other than (i) GoviEx Shares held by GoviEx Shareholders who validly exercise dissent rights; and (ii) GoviEx Shares held by Tombador, if any.

### Optionholders

Pursuant to the Plan of Arrangement, each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, will be transferred to Tombador by the holder thereof in exchange for an option (each a “**Replacement Option**”) to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of GoviEx Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio converted into A\$ using the Exchange Rate. For further information, please see “*The Arrangement – Plan of Arrangement*” and “*The Arrangement – Exchange of GoviEx Securities – Treatment of Options*” in the accompanying Circular.

### Warrantholders

Pursuant to the Plan of Arrangement, each GoviEx Warrant outstanding immediately prior to the Effective Time, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, will be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador

Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of GoviEx Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio converted into A\$ using the Exchange Rate. For further information, please see “*The Arrangement – Plan of Arrangement*” and “*The Arrangement – Exchange of GoviEx Securities – Treatment of Warrants*” in the accompanying Circular.

(The Tombador Shares to be issued to GoviEx Shareholders in exchange for their GoviEx Shares and the Replacement Options to be issued to Optionholders in exchange for their GoviEx Options and to Warrantheolders in replacement for their GoviEx Warrants collectively, the “**Consideration**”).

### Reasons for the Plan of Arrangement and Board Recommendation

The GoviEx Board, based on its considerations and investigations, including consultations with management and its professional advisors, a thorough review of the Arrangement Agreement, receipt of the fairness opinion of Stifel Nicolaus Canada Inc. (“**Stifel Canada**”) (as discussed further in the enclosed Circular) and other relevant matters, and taking into account the best interests of the Company, and after receiving recommendations from the committee of independent directors of GoviEx (the “**Special Committee**”) and its own deliberations, unanimously determined that the Arrangement, and the entering into of the Arrangement Agreement, are in the best interests of the Company and is fair and reasonable to the GoviEx Securityholders, unanimously approved the Arrangement and recommends that the GoviEx Securityholders vote **FOR** the Arrangement. In making their recommendations, the GoviEx Board considered a number of factors as described in the Circular under the heading “*The Arrangement – Reasons for the Arrangement*”. The following are some of the principal reasons for the recommendation:

- **Access to Capital.** If the Arrangement is completed, the Combined Company (as defined in the enclosed Circular), through the Combined Company’s listing on the Australian Securities Exchange (the “**ASX**”), will benefit from a direct access to the Australian international capital markets and to a broader range of investors, including a range of institutional investors, and the Muntanga Project (as defined in the enclosed Circular) will be increasingly visible to Australian & Asia-Pacific investors;
- **Additional Funding.** As part of the conditions to the Arrangement Agreement, Tombador must raise a minimum of A\$5,000,000 (before costs) via a public offer of Tombador Shares, for which Matador Capital Pty Ltd. (“**Matador**”) must transfer no later than September 5, 2025 (which has occurred) a sum of A\$1,000,000 in escrow to be applied towards such capital raise, and Matador must purchase an additional 2,772,183 Tombador Shares, which will provide the Combined Company with additional funding to support its strategy following the completion of the Arrangement;
- **Strong Cash Balance.** As a result of the Arrangement, the Combined Company is expected to be well capitalized with a projected cash balance between A\$19.4 million and A\$24.4 million at completion of the Arrangement and the Tombador Capital Raising (as defined below). This assists the Combined Company to avoid short term debt. The Combined Company anticipates deploying these funds as well as other funds it raises to further its main project in Zambia, the Muntanga Project;
- **Dilution to GoviEx Shareholders.** The level of dilution to GoviEx Shareholders as a result of the Arrangement is not unreasonable given the circumstances of the Company, as GoviEx Shareholders will own 75% of the Combined Company’s issued and outstanding shares following completion of the Arrangement (excluding the effect of the issuance of Tombador Shares pursuant to the Tombador Capital Raising);
- **Corporate Rebranding and Reset.** The Arrangement will allow a rebranding that better reflects the Company’s strategic focus, market opportunity and position in the market of uranium mining companies;
- **Key GoviEx and Matador Leaders.** In addition to Daniel Major becoming Chief Executive Officer of the Combined Company, Govind Friedland becoming chairman of the Combined Company and Eric Krafft being appointed to the board of directors of the Combined Company, key personnel of Matador with a track record of working with uranium mining companies on the ASX, including Grant Davey, will join the Combined Company. This will ensure continuity in the technical and strategic direction of the Combined Company;

- **Review of Alternatives.** Senior management of the Company and the GoviEx Board have engaged in numerous discussions with third parties over time to explore possible financing and/or strategic transactions that would assist in creating value for GoviEx Shareholders. The GoviEx Board considers that the Arrangement offers the best path forward for the Company at its current stage of development;
- **Review of Alternative of Not Pursuing a Transaction.** The Board also considered whether the Company pursuing its standalone business strategy would be preferable to the Arrangement. The Board concluded that the Arrangement provided a better opportunity for the Company to advance the Muntanga Project and deliver value to GoviEx Securityholders;
- **Supporting Securityholders.** Each of the directors and officers of GoviEx, in addition to certain significant GoviEx Securityholders, (the “**Supporting Securityholders**”) representing, in aggregate, approximately 40% of the issued and outstanding GoviEx Securities, have entered into voting and support agreements (the “**Support Agreements**”) with Tombador under which they have agreed to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution;
- **Best Possible Terms from Tombador.** The proposed Transaction was negotiated at arms-length between the Company and Tombador resulting in terms, as reflected in the Revised NBIO (as defined in the enclosed Circular), that were improved relative to the terms in the first NBIO (as defined in the enclosed Circular). The Board concluded, having overseen and consulted with management of the Company, that the terms and conditions in the Arrangement Agreement, including in respect of the consideration to be received by the GoviEx Securityholders pursuant thereto, are the best that could be obtained from Tombador;
- **Terms of the Arrangement Agreement; Appropriateness of Deal Protections.** The terms and conditions of the Arrangement Agreement, including the Company’s and Tombador’s representations, warranties and covenants and the conditions precedent to the Arrangement are reasonable in light of all applicable circumstances, and the limited nature of the conditions precedent to the Arrangement as provided by the Arrangement Agreement mean that the Arrangement is likely to be completed in accordance with its terms and within a short time period. The termination fee of a maximum of A\$600,000 (the “**GoviEx Termination Fee**”), Tombador’s right to match a Superior Proposal (as defined in the enclosed Circular) and other deal protection measures contained in the Arrangement Agreement are appropriate for a transaction of this nature. The GoviEx Termination Fee is reasonable in the context of similar fees that have been negotiated in other transactions of comparable size and nature and should not preclude a third party from making an Acquisition Proposal (as defined in the enclosed Circular);
- **Tombador Termination Fee.** The Company is entitled to receive a reverse termination fee of a maximum of A\$600,000 (the “**Tombador Termination Fee**”) if the Arrangement Agreement is terminated in the event of a breach by Tombador in certain circumstances or a failure by Tombador to consummate closing in certain circumstances;
- **Limited Closing Conditions; Absence of Material Regulatory Approvals; Accelerated Timeline.** Tombador’s obligation to complete the Arrangement is subject to a limited number of conditions precedent, which are reasonable under the circumstances, and the closing of the Arrangement is not subject to any material regulatory approvals (other than the ASX, the TSX Venture Exchange (the “**TSXV**”), the Zambian Mineral Regulation Commission or the Minister of Mines, as the case may be and, if required, the Zambian Competition and Consumer Protection Commission). The Arrangement is likely to be completed in accordance with its terms and within a short period of time following the receipt of required shareholder and securityholder and court approval;
- **Treatment of Holders of GoviEx Warrants and GoviEx Options.** The treatment of and consideration to be received by holders of GoviEx Warrants and GoviEx Options; and
- **Due Diligence Report.** After considering the Due Diligence Report (as defined in the enclosed Circular), the Special Committee did not identify any facts or circumstances pertaining to Tombador that would prevent the Special Committee from recommending the GoviEx Board to conduct the Arrangement.

In making its unanimous determinations and recommendations, the GoviEx Board also observed that a number of procedural safeguards were, and are, present to allow the GoviEx Board to effectively represent the interests of the



Company, including, among others:

- **Arm's Length Negotiations and Special Committee Oversight.** The Arrangement Agreement is the result of an extensive and robust arm's-length negotiation process with the oversight and participation of the Special Committee, which is comprised solely of independent directors who have no financial interest in the Arrangement that is different from that of the GoviEx Securityholders, and with the advice of experienced and qualified legal advisors;
- **Fairness Opinion.** Stifel Canada provided the Fairness Opinion (as defined below) to the Special Committee and the GoviEx Board to the effect that, as at August 17, 2025, based on and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the GoviEx Shareholders;
- **Fiduciary Out; Ability to Respond to Unsolicited Superior Proposals.** Under the Arrangement Agreement, the GoviEx Board retains the ability, notwithstanding the non-solicitation provisions of the Arrangement Agreement, to consider and respond to unsolicited Superior Proposals prior to the approval of the Arrangement by the GoviEx Shareholders on the specific terms and conditions set forth in the Arrangement Agreement, including the payment of the GoviEx Termination Fee if the Arrangement Agreement is terminated as a result of the Company entering into a definitive agreement with respect to a Superior Proposal. In the view of the Special Committee and the Board, after receiving legal advice, the GoviEx Termination Fee is reasonable in the circumstances and would not preclude a third party from potentially making a Superior Proposal. Further, the Support Agreements entered into by the Supporting Securityholders automatically terminate in the event that the Arrangement Agreement is terminated in accordance with its terms, permitting the Supporting Securityholders to support a transaction involving a Superior Proposal;
- **Required GoviEx Securityholder Approval.** The Arrangement will become effective only if it is approved by an affirmative vote of at least (i) 66⅔% of the votes cast by GoviEx Shareholders present in person or represented by proxy at the Meeting, and (ii) 66⅔% of the votes cast by GoviEx Securityholders present in person or represented by proxy at the Meeting;
- **Required Court Approval.** The Arrangement is subject to a determination of the Court that the Arrangement is fair and reasonable, both procedurally and substantively, to the GoviEx Securityholders;
- **Dissent Rights.** Registered shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if validly exercised and ultimately successful, receive the fair value of their GoviEx Shares. See "The Arrangement — Dissenting Shareholders' Rights";
- **Appropriate Inducements.** The GoviEx Termination Fee and Tombador's right to match are appropriate inducements to Tombador to enter into the Arrangement Agreement;
- **Fairness for Stakeholders.** The terms of the Arrangement Agreement treat stakeholders of the Company fairly in light of all relevant facts and circumstances; and
- **Fairness of the Conditions Precedent.** In the Special Committee's view, the Arrangement Agreement provides for certain conditions precedent to complete the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied.

In making its determinations and recommendations, the GoviEx Board also considered a number of other potential risks resulting from the Arrangement and the Arrangement Agreement and other factors.

### Support Agreements

Each of the directors and officers of the Company, as well as certain significant securityholders of the Company, holding in aggregate approximately 40% of the issued and outstanding GoviEx Securities, have entered into Support Agreements with Tombador pursuant to which they have agreed, among other things, to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution.

If the GoviEx Securityholders approve the Arrangement, completion will still be subject to, amongst other things, approval

by shareholders of Tombador (“**Tombador Shareholders**”) at the Tombador Meeting scheduled for October 8, 2025 and Re-compliance (each as defined below). It has yet to be determined when Re-compliance and the Effective Date will occur. GoviEx will issue a news release as soon as it becomes aware of the expected dates.

### **Fairness Opinion**

Stifel Canada provided the Special Committee and the GoviEx Board with its opinion (the “**Fairness Opinion**”) to the effect that, as of August 17, 2025, based upon and subject to the assumptions, limitations and qualifications set forth therein, the consideration to be received by GoviEx Shareholders pursuant to the Arrangement is fair, from a financial point of view, to such GoviEx Shareholders. The full text of the written opinion of Stifel Canada setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion is contained in Appendix E to the Circular. Stifel Canada provided its opinion solely for the information and assistance of the GoviEx Board in connection with their consideration of the Arrangement. The Fairness Opinion is not a recommendation as to how any GoviEx Shareholder should vote with respect to the Arrangement, or any other matter.

### **Securityholder Approval**

In order to become effective, the Arrangement Resolution must be approved by at (i) least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Share entitling a GoviEx Shareholder to one vote, and (ii) least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Securityholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Share, each GoviEx Option and each GoviEx Warrant entitling a GoviEx Securityholder to one vote.

Full details of the Arrangement are set out in the Circular. The Circular describes the Arrangement and includes certain additional information to assist you in considering how to vote on the Arrangement Resolution, including certain risk factors relating to the completion of the Arrangement. You should carefully review and consider all of the information in the Circular. If you require assistance, consult your financial, legal, tax or other professional advisor.

The Arrangement is subject to customary closing conditions for a transaction of this nature, including, among other things, approval by the GoviEx Shareholders, GoviEx Securityholders and Tombador Shareholders, relevant stock exchange approvals, court approval and applicable government approvals by the relevant authorities. **If the Arrangement Resolution is not approved by the requisite majorities of GoviEx Shareholders and GoviEx Securityholders at the Meeting, the Arrangement will not be completed.** The Arrangement will not proceed if additional closing conditions are not met.

In order for the Arrangement to become effective, amongst other requirements, the Tombador Capital Raising and Matador Participation must complete by the Effective Date. **As completion of the Tombador Capital Raising and Matador Participation are each an additional condition for closing of the Arrangement, the Arrangement will complete contemporaneously with the completion of the Tombador Capital Raising and Matador Participation. If the Tombador Capital Raising and Matador Participation have not completed by the Effective Date, the Arrangement will not be completed.**

### **Regulatory Matters**

The Arrangement is subject to certain regulatory matters pursuant to the policies of the TSXV and the ASX Listing Rules. See “*The Arrangement – Regulatory and Securities Law Matters*”.

### **Tombador Meeting Materials**

In connection with the reverse takeover of GoviEx and Re-compliance (as defined below), Tombador intends to hold a meeting of Tombador Shareholders (the “**Tombador Meeting**”) for the purpose of obtaining approval by Tombador Shareholders of the Tombador Shareholder Resolutions (as defined below). In connection with the Tombador Meeting, Tombador has prepared, in accordance with Australian Securities Laws, the Tombador Meeting Materials (as defined below) and has caused them to be published and sent to Tombador Shareholders and such other persons as required by Australian Securities Laws and in accordance with Tombador’s constitution.

Following publication of the Tombador Meeting Materials, GoviEx disseminated a press release to alert GoviEx Shareholders of the existence of the Tombador Meeting Materials. GoviEx Securityholders are encouraged to review the Tombador Meeting Materials for additional information relating to Tombador, the Tombador Capital Raising, the Tombador Meeting and the Combined Company. The Tombador Meeting Materials are able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### **Tombador Re-Compliance Prospectus**

Tombador intends to complete a public capital raising ("**Tombador Capital Raising**") (as further discussed in the enclosed Circular) in order to achieve reinstatement of the Tombador Shares to official quotation on ASX upon (and contemporaneous with) completion of the Arrangement. In connection with the reverse takeover of GoviEx and Re-compliance, Tombador intends to prepare a Re-Compliance Prospectus in accordance with the Australian Securities Laws (the "**Tombador Re-Compliance Prospectus**"), which will be lodged with ASIC.

Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### **Information for United States Securityholders**

The securities to be issued pursuant to the Arrangement have not been and will not be registered under the United States *Securities Act of 1933* or any U.S. state securities laws and will be issued and subsequently distributed in reliance upon the exemption from the registration requirements of the United States *Securities Act of 1933* set forth in Section 3(a)(10) thereof on the basis of the approval of the Supreme Court of British Columbia.

THE ARRANGEMENT AND SECURITIES PURSUANT TO THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE IN THE UNITED STATES, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY SUCH STATE SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ADEQUACY OR ACCURACY OF THE INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

**GoviEx Securityholders who are resident in, or citizens of, the United States are urged to consult their own tax advisors to determine the particular United States tax consequences to them of the Arrangement in light of their particular situation, as well as any tax consequences that may arise under the applicable laws of any other relevant foreign, state, local, or other taxing jurisdiction.**

### **YOUR VOTE IS IMPORTANT REGARDLESS OF THE NUMBER OF GOVIX SECURITIES YOU OWN.**

GoviEx Securityholders are requested to read the enclosed Circular and are encouraged to promptly submit the enclosed proxy form or voting instruction form ("**VIF**"), as applicable. GoviEx Securityholders may vote online, by telephone or by mail. Pursuant to the interim order of the Supreme Court of British Columbia dated September 10, 2025 (the "**Interim Order**"), proxies to be used at the Meeting must be received by Computershare Investor Services Inc. by no later than 11:00 a.m. (Vancouver time) on October 22, 2025 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and statutory holidays). See "*Information Concerning the Meeting – Proxy Instructions*" in the accompanying Circular.

If you are a registered holder of GoviEx Shares holding GoviEx Shares in certificated form or in DRS form and you are not a Dissenting Shareholder (as defined in the enclosed Circular), you are also encouraged to complete and return the enclosed Letter of Transmittal (the "**Letter of Transmittal**"), together with the certificate(s) or DRS Advice(s) representing your GoviEx Shares to Computershare Investor Services Inc., at the address specified on the last page of the Letter of Transmittal. The Letter of Transmittal contains other procedural information relating to the Arrangement and should also be reviewed carefully. It is recommended that you complete, sign and return the Letter of Transmittal together with the certificate(s) or DRS Advice(s) representing your GoviEx Shares as soon as possible.

In the event that any registered GoviEx Shareholders fail to submit the Letter of Transmittal and their GoviEx Share certificate(s) or DRS Advice(s) in accordance with the instructions set out therein ("**Non Claiming Shareholder**") they

will not be eligible to receive their Tombador Shares pursuant to the Arrangement until such time as a duly completed Letter of Transmittal, the GoviEx Share certificate(s) or DRS Advice(s) and such other documents as may reasonably be requested by the Depositary and Automic Group, a trading name of Automic Pty Ltd. (the “**Australian Registrar**”), who is registrar to Tombador, is submitted to the Depositary. Until such time, the Tombador Shares to which such Non Claiming Shareholder would otherwise be entitled (“**Unclaimed Tombador Shares**”) will be held in a nominee account in the name of the Depositary with the Australian Registrar until such time as the Non Claiming Shareholder submits a duly completed Letter of Transmittal, their GoviEx Share certificate(s) or DRS advice(s) and such other documents as may be reasonably requested by the Depositary and the Australian Registrar. In the event that a Non-Claiming Shareholder does not submit a duly completed Letter of Transmittal with his or her GoviEx Share certificate(s) or DRS advice(s) and such other documents as may be reasonably requested by the Depositary and the Australian Registrar to the Depositary within six years of completion of the Arrangement, any entitlement of that Non-Claiming Shareholder to its Unclaimed Tombador Shares shall cease to exist.

If you are a beneficial holder of GoviEx Shares, you should contact your broker or intermediary for instructions and assistance to vote at the Meeting and provide for delivery of your GoviEx Shares.

GoviEx Securityholders who have questions or need assistance with voting their GoviEx Securities should contact Rodrigo Romo, Corporate Secretary, at [info@govonex.com](mailto:info@govonex.com).

On behalf of the GoviEx Board, I thank all GoviEx Securityholders for their continued support and we look forward to receiving your endorsement for this transaction at the Meeting.

Sincerely,

*“Daniel J. Major”*

Daniel J. Major  
Chief Executive Officer and Director



## NOTICE OF SPECIAL MEETING OF SECURITYHOLDERS

NOTICE IS HEREBY GIVEN that a Special Meeting (the "**Meeting**") of the holders ("**GoviEx Shareholders**") of Class A common shares ("**GoviEx Shares**") of GoviEx Uranium Inc. (the "**Company**" or "**GoviEx**"), the holders ("**Optionholders**") of options to purchase GoviEx Shares ("**GoviEx Options**") and the holders ("**Warrantholders**") of warrants to purchase GoviEx Shares ("**GoviEx Warrants**") (the holders of the GoviEx Shares, GoviEx Options and the GoviEx Warrants, collectively, the "**GoviEx Securityholders**") will be held at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, British Columbia on October 24, 2025 at 11:00 a.m. (Vancouver time), for the following purposes:

1. to consider, in accordance with the interim order of the Supreme Court of British Columbia dated September 10, 2025 (the "**Interim Order**"), and, if deemed acceptable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**") approving a statutory plan of arrangement (the "**Plan of Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) ("**BCBCA**") pursuant to which Tombador Iron Limited ("**Tombador**") will, among other things, acquire all of the issued and outstanding GoviEx Shares, the full text of which is set forth in Appendix A to the accompanying management information circular ("**Circular**"); and
2. to transact such further or other business as may properly come before the Meeting and any adjournments or postponements thereof.

**The GoviEx Board unanimously recommends that the GoviEx Securityholders vote FOR the Arrangement Resolution. If the Arrangement Resolution is not approved by the requisite majorities of GoviEx Shareholders and GoviEx Securityholders at the Meeting, the Arrangement will not be completed.**

Pursuant to the Interim Order, the record date is September 4, 2025 (the "**Record Date**") for determining GoviEx Securityholders who are entitled to receive notice of and to vote at the Meeting. Only registered GoviEx Securityholders ("**Registered Securityholders**") as of the Record Date are entitled to receive notice of the Meeting ("**Notice of Meeting**") and to vote at the Meeting. This Notice of Meeting is accompanied by the Circular and an applicable form of proxy. Registered GoviEx Shareholders ("**Registered Shareholders**") will also receive a Letter of Transmittal (the "**Letter of Transmittal**") in respect of the Arrangement.

Each GoviEx Security entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting. In order to become effective, the Arrangement Resolution must be approved by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Share entitling a GoviEx Shareholder to one vote; and (i) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Securityholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Security entitling a GoviEx Securityholder to one vote.

Registered Securityholders are requested to read the enclosed Circular and to date and sign the enclosed proxy form promptly, as applicable, and return it in the self-addressed envelope enclosed for that purpose or by any of the other methods indicated in the proxy form. Registered Securityholders may also vote online instead of by mail. Pursuant to the Interim Order, proxies, to be used at the Meeting, must be received by Computershare Investor Services Inc. by no later than 11:00 a.m. (Vancouver time) on October 22, 2025 (or, if the Meeting is adjourned or postponed, by the time that is 48 hours prior to the Meeting, excluding Saturdays, Sundays and statutory holidays). To vote online at [www.investorvote.com](http://www.investorvote.com), you will need to enter your 15-digit control number (located on the bottom left corner of the first page of the form of proxy) to identify yourself as a Registered Securityholder on the voting website. Alternatively, a proxy can be submitted to Computershare Investor Services Inc. either by mail or courier, to 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6. If a Registered Securityholder receives more than one proxy form because such Registered Securityholder owns securities of the Company registered in different names or addresses, each proxy form needs to be completed and returned or voted online.

If your GoviEx Securities are not registered in your name but are held through a broker, investment dealer, bank, trust

company, custodian, nominee or other intermediary, please complete and return the request for voting instructions in accordance with the instructions provided to you by your broker or such other intermediary. Failure to do so may result in such securities not being voted at the Meeting.

**If you wish that a person other than the management nominees identified on the form of proxy or voting instruction form (“VIF”) attend and vote at the Meeting as your proxy and vote your GoviEx Securities, including if you are not a Registered Securityholder and wish to appoint yourself as proxyholder to attend, attend and vote at the Meeting, you MUST submit your form of proxy (or proxies) or VIF, as applicable, in accordance with the instructions set out in the Circular.** If submitting a proxy or VIF or appointing a person other than the management nominees identified, you must return your proxy or VIF in accordance with the instructions set out in the Circular by 11:00 a.m. (Vancouver time) on October 22, 2025.

If you are a Registered Shareholder holding GoviEx Shares in certificated form or in DRS form who is not a Dissenting Shareholder (as defined in the enclosed Circular), please complete the Letter of Transmittal in accordance with the instructions included therein, sign, date and return it to the depositary, Computershare Investor Services Inc. (the “**Depositary**”), in the envelope provided, together with the certificate(s) or DRS Advice(s) representing your GoviEx Shares and any other required documents. If you are sending certificates, it is recommended that you send them by registered mail. The Letter of Transmittal contains complete instructions on how to exchange your GoviEx Shares for the Consideration (as defined in the enclosed Circular). You will not receive your Consideration until after the Arrangement is completed and you have returned your properly completed documents, including each applicable Letter of Transmittal, and the certificate(s) or DRS Advice(s) representing your GoviEx Shares to the Depositary.

If you are a Registered Shareholder holding GoviEx Shares in certificated form or in DRS form and do not deliver your Letter of Transmittal in accordance with the instructions therein, any Consideration Shares to which you will be entitled will be registered in the name of the Depositary, as nominee, with the Australian Registrar.

Beneficial owners of GoviEx Shares (the “**Beneficial Shareholders**”) do not need to complete a Letter of Transmittal. Beneficial Shareholders should contact their Intermediary for instructions and assistance in depositing their GoviEx Shares with the Depositary.

Pursuant to the Interim Order, Registered Shareholders as at the close of business on the Record Date have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their GoviEx Shares in accordance with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order. A Registered Shareholder as at the close of business on the Record Date wishing to exercise rights of dissent with respect to the Arrangement must send to the Company a written objection to the Arrangement Resolution, which written objection must be sent to the Company to the attention of the Corporate Secretary at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1, by no later than 4:00 p.m. (Vancouver time) on October 22, 2025 (or by 4:00 p.m. (Vancouver time) on the second day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order (the “**Dissent Procedures**”), and described in the Circular. The Registered Shareholders’ right to dissent is more particularly described in the Circular. Copies of the Plan of Arrangement, the Interim Order and the text of Sections 237 to 247 of the BCBCA are set forth in Appendix B, Appendix C and Appendix H respectively, of the Circular. Anyone who is a Beneficial Shareholder and who wishes to exercise a right of dissent should be aware that only Registered Shareholders as at the close of business on the Record Date are entitled to exercise a right of dissent. Accordingly, a Beneficial Shareholder who desires to exercise a right of dissent must make arrangements for the GoviEx Shares beneficially owned by such holder to be registered in the name of such holder prior to the Record Date or, alternatively, make arrangements for the Registered Shareholder of such GoviEx Shares to exercise the right of dissent on behalf of such Beneficial Shareholder. Optionholders and Warranholders (as each such term is defined in the enclosed Circular) are not entitled to exercise dissent rights. A Registered Shareholder as at the close of business on the Record Date wishing to exercise a right of dissent may only exercise such rights with respect to all GoviEx Shares registered in the name of such Shareholder. It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. **Failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order, may result in the loss of any right of dissent.**

The Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice of Meeting. Any adjourned or postponed meeting resulting from an adjournment or postponement of

the Meeting will be held at a time and place to be specified either by the Company before the Meeting or by the Chair at the Meeting.

### **Notice-and-Access**

The Company is utilizing the notice-and-access mechanism (the “**Notice-and-Access Provisions**”) under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations*, for the delivery of proxy-related materials to GoviEx Securityholders.

Under the Notice-and-Access Provisions, instead of receiving printed copies of the Circular, GoviEx Securityholders will receive the Notice of Meeting with information on the Meeting date, location and purpose, as well as information on how they may access the Circular electronically and how they may vote.

The Company will use the procedures known as “stratification” in relation to the use of Notice-and-Access Provisions and will only provide certain GoviEx Securityholders, namely GoviEx Shareholders, with the notice package under the Notice-and-Access Provisions. Optionholders and Warrantholders will be provided with a paper copy of the Circular, subject to instructions with respect to electronic delivery of proxy-related materials.

### **Website Where Meeting Materials are Posted**

The Notice-and-Access Provisions are a set of rules that allow reporting issuers to post electronic versions of proxy-related materials (including management information circulars) online, via **SEDAR+** and one other website, rather than mailing paper copies of such materials to securityholders. An electronic copy of the Circular and other proxy-related materials may be found on the Company’s SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca) and the Company’s website at <https://goviex.com/investors/governance-and-compliance/proxy-agm-materials/>.

### **Obtaining Paper Copies of Materials**

The Company anticipates that using the Notice-and-Access Provisions for delivery will directly benefit the Company through a substantial reduction in postage and printing costs, and also promote environmental responsibility by decreasing the large volume of paper documents generated by printing proxy-related materials. GoviEx Securityholders with questions about the Notice-and-Access Provisions can call the Company’s transfer agent, Computershare Investor Services Inc. (“**Computershare**”), toll-free within North America: 1-866-964-0492, direct, from Outside of North America: +1-514-982-7555 (which is not a toll-free number).

GoviEx Securityholders may obtain a paper copies of the Circular by calling toll-free within North America: 1-866-964-0492, direct, from Outside of North America: +1-514-982-7555 (which is not a toll-free number).

Requests for paper copies of the Company’s Circular, which are required **in advance of the Meeting**, should be sent so that the request is received by Computershare at least 10 business days before the Meeting in order to allow sufficient time for GoviEx Securityholders to receive the paper copies and to return their proxies or voting instruction forms to intermediaries not later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Vancouver, British Columbia) prior to the time set for the Meeting or any adjournments or postponements thereof.

Dated at Vancouver, British Columbia as of September 10, 2025.

BY ORDER OF THE BOARD

“*Daniel J. Major*”

Daniel J. Major  
Chief Executive Officer and Director

## FREQUENTLY ASKED QUESTIONS ABOUT THE ARRANGEMENT AND THE MEETING

*The following are some questions that you, as a GoviEx Securityholder, may have relating to the Meeting and answers to those questions. These questions and answers do not provide all of the information relating to the Meeting or the matters to be considered at the Meeting and are qualified in their entirety by the more detailed information contained elsewhere in, or incorporated by reference into, this Circular. You are urged to read this Circular in its entirety before making a decision related to your GoviEx Securities. All capitalized terms used herein have the meanings ascribed to them in the “Glossary of Terms” of the Circular.*

### QUESTIONS RELATING TO THE ARRANGEMENT

**Q: What am I voting on?**

A: You are being asked to consider and, if deemed acceptable, to vote **FOR** the Arrangement Resolution, which provides for, among other things, Tombador acquiring all of the issued and outstanding GoviEx Shares. Pursuant to the Arrangement, GoviEx Shareholders will be entitled to receive 0.2534 fully paid ordinary shares in the capital of Tombador in exchange for each GoviEx Share held, and Optionholders and Warrantholders will receive Replacement Options in exchange for their GoviEx Options and GoviEx Warrants as discussed in greater detail in response to the question below.

Pursuant to the Arrangement Agreement, Tombador has agreed to acquire all of the issued and outstanding GoviEx Shares. As discussed in greater detail in response to the question below, on completion of the Arrangement, GoviEx Shareholders (other than Tombador, any subsidiary of Tombador and any Dissenting Shareholders) will receive Tombador Shares and Optionholders and Warrantholders will receive Replacement Options.

Tombador is an Australian public company, limited by shares, which was voluntarily suspended from trading on the ASX on October 11, 2023, as a result of the disposal of its main undertaking under the ASX Listing Rules. Tombador is required to be actively executing a transaction that satisfies ASX’s requirements for the resumption of trading in its securities, to ASX’s satisfaction, on or before October 11, 2025, failing which it will be removed from the ASX Official List. If required, Tombador will apply for a short extension from the ASX of the 11 October 2025 deadline for reinstatement of the Tombador Shares to official quotation on the ASX. Tombador intends to hold the Tombador Meeting to obtain Tombador Shareholder approval to undertake the Tombador Capital Raising and Arrangement, prepare and lodge a Re-Compliance Prospectus and complete the Tombador Capital Raising in order to achieve reinstatement on the ASX upon (and contemporaneous with) completion of the Arrangement. On completion of the Arrangement, it is expected that the Enlarged Tombador Share Capital, which will include, *inter alia*, the Consideration Shares, the Capital Raising Shares and other Tombador Shares to be issued in connection with the Transaction, will be reinstated to trading on the ASX and that the GoviEx Shares will be delisted from the TSXV and the OTCQB.

It is a condition for closing of the Arrangement Agreement that the Tombador Capital Raising and Matador Participation must be completed on the Effective Date. See “*The Arrangement Agreement – Conditions to Closing*” in this Circular.

**Q: What will I receive in the Arrangement?**

A: *GoviEx Shareholders*

GoviEx Shareholders (other than Tombador, any subsidiary of Tombador and Dissenting Shareholders) will be entitled to receive the Consideration, which is equal to 0.2534 Tombador Shares in exchange for each GoviEx Share held immediately prior to the effective time of the Arrangement (the “**Effective Time**”).

A: *Optionholders*

Pursuant to the Plan of Arrangement, each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, will be transferred to Tombador by the holder thereof in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the



nearest whole number) equal to: (A) the Exchange Ratio (as defined in the enclosed Circular), multiplied by (B) the number of GoviEx Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options will be exercisable until the original expiry date of such GoviEx Option. Except as set out above, the terms and conditions of the Replacement Options, including the vesting terms and conditions to and manner of exercising, will be the same as the GoviEx Option so exchanged.

**A: Warrantholders**

Pursuant to the Plan of Arrangement, each GoviEx Warrant outstanding immediately prior to the Effective Time, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, will be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Warrant. Except as set out above, all other terms and conditions of the Replacement Option will be the same as the GoviEx Warrant so exchanged).

**Q: How do I receive my Tombador Shares (Consideration) under the Arrangement as a GoviEx Shareholder?**

**A:** Each Registered Shareholder holding GoviEx Shares in certificated form or DRS form must complete the accompanying Letter of Transmittal to receive the Consideration for such GoviEx Shareholder's GoviEx Shares. Beneficial Shareholders should contact their Intermediary for questions with respect to their Consideration.

For additional information, including information regarding how the Depositary or the Australian Registrar, as the case may be, will send you the Consideration, please see "*When can I expect to receive the Consideration*" below and "*The Arrangement — Exchange of GoviEx Securities*".

**Q: When can I expect to receive my Tombador Shares (Consideration)?**

**A:** Assuming completion of the Arrangement, if you hold your GoviEx Shares through an Intermediary, then you are not required to take any action and the Consideration you are entitled to receive will be delivered to your Intermediary through procedures in place for such purposes between CDS & Co. or similar entities and such Intermediaries. You should contact your Intermediary if you have any questions regarding this process.

In the case of Registered Shareholders holding their GoviEx Shares in certificated form or in DRS form, as soon as practical after the Effective Date, assuming due delivery of the required documentation, including the applicable certificate(s) or DRS Advice(s) representing GoviEx Shares and a duly and properly completed Letter of Transmittal together with any such additional documents and instruments as the Depositary and the Australian Registrar may reasonably require, the Depositary or the Australian Registrar will arrange for the issuance of the Consideration Shares and for the delivery of a holding statement showing the balance of Tombador Shares held.

If you are a Registered Shareholder holding GoviEx Shares in certificated form or in DRS form and do not deliver your Letter of Transmittal and certificate(s) or DRS Advice(s) representing your GoviEx Shares in accordance with the instructions therein, any Consideration Shares to which you will be entitled will be registered in the name of the Depositary, as nominee, with the Australian Registrar.

The method used to deliver the Letter of Transmittal and any accompanying certificate(s) or DRS Advice(s) representing GoviEx Shares is at the option and risk of the Registered Shareholder and delivery will be deemed effective only when such documents are actually received. GoviEx recommends that the necessary

documentation be hand delivered to the Depositary at its office(s) specified on the last page of the Letter of Transmittal and a receipt obtained; otherwise, the use of registered mail or courier with return receipt requested, properly insured, is recommended. A Beneficial Shareholder whose GoviEx Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those GoviEx Shares.

Registered Shareholders who do not deliver their certificate(s) or DRS Advice(s) representing GoviEx Shares and all other required documents to the Depositary on or before the date which is six years after the Effective Date will lose their right to receive the Consideration for their GoviEx Shares.

For additional information, including information regarding how the Depositary arrange for the Consideration to be sent to you, please see “*The Arrangement — Exchange of GoviEx Securities*”.

**Q: Can I exercise my vested GoviEx Options prior to the Effective Date?**

A: Optionholders who intend to exercise vested GoviEx Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Please see “*The Arrangement – The Arrangement – Exchange of GoviEx Securities – Treatment of Options*”.

**Q: As a holder of GoviEx Options, what documentation do I need to submit to be able to receive the Replacement Options?**

A: Optionholders will need to apply under the Tombador Re-Compliance Prospectus in order to receive the Replacement Options issuable to them under the Arrangement. The Tombador Re-Compliance Prospectus, together with an application form, will be provided to each Optionholder and will set out further information regarding this process.

**Q: Can I exercise my GoviEx Warrants prior to the Effective Date?**

A: Warrantholders who intend to exercise GoviEx Warrants in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date. Please see “*The Arrangement – Exchange of GoviEx Securities – Treatment of Warrants*”.

**Q: As a holder of GoviEx Warrants, what documentation do I need to submit to be able to receive the Replacement Options?**

A: Warrantholders will need to apply under the Tombador Re-Compliance Prospectus in order to receive the Replacement Options issuable to them under the Arrangement. The Tombador Re-Compliance Prospectus, together with an application form, will be provided to each Warrantholder and will set out further information regarding this process.

**Q: What is the recommendation of the GoviEx Board of Directors?**

A: Based on its considerations and investigations, including consultation with management and its professional advisors, a thorough review of the Arrangement Agreement, receipt of the Fairness Opinion and the recommendations from the Special Committee, and its own deliberations, the directors of GoviEx have unanimously concluded that the Arrangement is in the best interests of the Company and the GoviEx Board unanimously recommends that Securityholders vote **FOR** the Arrangement Resolution to approve the Arrangement.

**Q: Why is the GoviEx Board of Directors making this recommendation?**

A: Based on its considerations and investigations, including consultation with management and its professional advisors, a thorough review of the Arrangement Agreement, receipt of the Fairness Opinion and the recommendations from the Special Committee, and its own deliberations, the GoviEx Board unanimously determined that the Arrangement is in the best interest of GoviEx. **Accordingly, the GoviEx Board unanimously recommends that the GoviEx Securityholders vote FOR the Arrangement Resolution.** Each director and officer of the Company has agreed to vote all of such director's and officer's securities **FOR**

the Arrangement Resolution. The following are some of the principal reasons for the recommendation:

- **Access to Capital.** If the Arrangement is completed, the Combined Company, through the Combined Company's listing on the ASX, will benefit from a direct access to the Australian international capital markets and to a broader range of investors, including a range of institutional investors, and the Muntanga Project will be increasingly visible to Australian & Asia-Pacific investors;
- **Additional Funding.** As part of the conditions to the Arrangement Agreement, Tombador must raise a minimum of A\$5,000,000 (before costs) via a public offer of Tombador Shares, for which Matador must transfer no later than September 5, 2025 (which has occurred) a sum of A\$1,000,000 in escrow to be applied towards such capital raise, and Matador must purchase an additional 2,772,183 Tombador Shares, which will provide the Combined Company with additional funding to support its strategy following the completion of the Arrangement;
- **Strong Cash Balance.** As a result of the Arrangement, the Combined Company is expected to be well capitalized with a projected cash balance between A\$19.4 million and A\$24.4 million at completion of the Arrangement and the Tombador Capital Raising. This assists the Combined Company to avoid short term debt. The Combined Company anticipates deploying these funds as well as other funds it raises to further its main project in Zambia, the Muntanga Project;
- **Dilution to GoviEx Shareholders.** The level of dilution to GoviEx Shareholders as a result of the Arrangement is not unreasonable given the circumstances of the Company, as GoviEx Shareholders will own 75% of the Combined Company's issued and outstanding shares following completion of the Arrangement (excluding the effect of the issuance of Tombador Shares pursuant to the Tombador Capital Raising);
- **Corporate Rebranding and Reset.** The Arrangement will allow a rebranding that better reflects the Company's strategic focus, market opportunity and position in the market of uranium mining companies;
- **Key GoviEx and Matador Leaders.** In addition to Daniel Major becoming Chief Executive Officer of the Combined Company, Govind Friedland becoming non-executive chairman of the Combined Company and Eric Krafft being appointed to the board of directors of the Combined Company, key personnel of Matador with a track record of working with uranium mining companies on the ASX, including Grant Davey, will join the Combined Company. This will ensure continuity in the technical and strategic direction of the Combined Company;
- **Review of Alternatives.** Senior management of the Company and the GoviEx Board have engaged in numerous discussions with third parties over time to explore possible financing and/or strategic transactions that would assist in creating value for GoviEx Shareholders. The GoviEx Board considers that the Arrangement offers the best path forward for the Company at its current stage of development;
- **Review of Alternative of Not Pursuing a Transaction.** The Board also considered whether the Company pursuing its standalone business strategy would be preferable to the Arrangement. The Board concluded that the Arrangement provided a better opportunity for the Company to advance the Muntanga Project and deliver value to GoviEx Securityholders;
- **Supporting Securityholders.** Each of the directors and officers of GoviEx, in addition to certain significant GoviEx Securityholders, representing, in aggregate, approximately 40% of the issued and outstanding GoviEx Securities, have entered into Support Agreements with Tombador under which they have agreed to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution;
- **Best Possible Terms from Tombador.** The proposed Transaction was negotiated at arms-length between the Company and Tombador resulting in terms, as reflected in the Revised NBIO, that were improved relative to the terms in the first NBIO. The Board concluded, having overseen and consulted with management of the Company, that the terms and conditions in the Arrangement Agreement, including in respect of the consideration to be received by the GoviEx Securityholders pursuant thereto, are the best that could be obtained from Tombador;

- **Terms of the Arrangement Agreement; Appropriateness of Deal Protections.** The terms and conditions of the Arrangement Agreement, including the Company's and Tombador's representations, warranties and covenants and the conditions precedent to the Arrangement are reasonable in light of all applicable circumstances, and the limited nature of the conditions precedent to the Arrangement as provided by the Arrangement Agreement mean that the Arrangement is likely to be completed in accordance with its terms and within a short time period. The GoviEx Termination Fee of a maximum of A\$600,000, Tombador's right to match a Superior Proposal and other deal protection measures contained in the Arrangement Agreement are appropriate for a transaction of this nature. The GoviEx Termination Fee is reasonable in the context of similar fees that have been negotiated in other transactions of comparable size and nature and should not preclude a third party from making an Acquisition Proposal;
- **Tombador Termination Fee.** The Company is entitled to receive Tombador Termination Fee of a maximum of A\$600,000 if the Arrangement Agreement is terminated in the event of a breach by Tombador in certain circumstances or a failure by Tombador to consummate closing in certain circumstances;
- **Limited Closing Conditions; Absence of Material Regulatory Approvals; Accelerated Timeline.** Tombador's obligation to complete the Arrangement is subject to a limited number of conditions precedent, which are reasonable under the circumstances, and the closing of the Arrangement is not subject to any material regulatory approvals (other than the ASX, the TSXV, the Zambian Mineral Regulation Commission or the Minister of Mines, as the case may be and, if required, the Zambian Competition and Consumer Protection Commission). The Arrangement is likely to be completed in accordance with its terms and within a short period of time following the receipt of required GoviEx Securityholders and Court approvals;
- **Treatment of Holders of GoviEx Warrants and GoviEx Options.** The treatment of and consideration to be received by holders of GoviEx Warrants and GoviEx Options; and
- **Due Diligence Report.** After considering the Due Diligence Report, the Special Committee did not identify any facts or circumstances pertaining to Tombador that would prevent the Special Committee from recommending the GoviEx Board to conduct the Arrangement

In making its unanimous determinations and recommendations, the GoviEx Board also observed that a number of procedural safeguards were, and are, present to allow the GoviEx Board to effectively represent the interests of the Company, including, among others:

- **Arm's Length Negotiations and Special Committee Oversight.** The Arrangement Agreement is the result of an extensive and robust arm's-length negotiation process with the oversight and participation of the Special Committee, which is comprised solely of independent directors who have no financial interest in the Arrangement that is different from that of the GoviEx Securityholders, and with the advice of experienced and qualified professional advisors;
- **Fairness Opinion.** Stifel Canada provided the Fairness Opinion to the Special Committee and the GoviEx Board to the effect that, as at August 17, 2025, based on and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the GoviEx Shareholders. The complete texts of the Fairness Opinion is attached in Appendix E. GoviEx Securityholders are urged to read the Fairness Opinion in its entirety. See "The Arrangement – Fairness Opinion";
- **Fiduciary Out; Ability to Respond to Unsolicited Superior Proposals.** Under the Arrangement Agreement, the GoviEx Board retains the ability, notwithstanding the non-solicitation provisions of the Arrangement Agreement, to consider and respond to unsolicited Superior Proposals prior to the approval of the Arrangement by the GoviEx Shareholders on the specific terms and conditions set forth in the Arrangement Agreement, including the payment of the GoviEx Termination Fee if the Arrangement Agreement is terminated as a result of the Company entering into a definitive agreement with respect to a Superior Proposal. In the view of the Special Committee and the Board, after receiving legal advice,

the GoviEx Termination Fee is reasonable in the circumstances and would not preclude a third party from potentially making a Superior Proposal. Further, the Support Agreements entered into by the Supporting Securityholders automatically terminate in the event that the Arrangement Agreement is terminated in accordance with its terms, permitting the Supporting Securityholders to support a transaction involving a Superior Proposal;

- **Required GoviEx Securityholder Approval.** The Arrangement will become effective only if it is approved by an affirmative vote of at least (i) 66⅔% of the votes cast by GoviEx Shareholders present in person or represented by proxy at the Meeting and (ii) 66⅔% of the votes cast by GoviEx Securityholders present in person or represented by proxy at the Meeting;
- **Required Court Approval.** The Arrangement is subject to a determination of the Court that the Arrangement is fair and reasonable, both procedurally and substantively, to the GoviEx Securityholders;
- **Dissent Rights.** Registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if validly exercised and ultimately successful, receive the fair value of their GoviEx Shares. See “The Arrangement — Dissenting Shareholders’ Rights”;
- **Appropriate Inducements.** The GoviEx Termination Fee and Tombador’s right to match are appropriate inducements to Tombador to enter into the Arrangement Agreement;
- **Fairness for Stakeholders.** The terms of the Arrangement Agreement treat stakeholders of the Company fairly in light of all relevant facts and circumstances; and
- **Fairness of the Conditions Precedent.** In the Special Committee’s view, the Arrangement Agreement provides for certain conditions precedent to complete the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied.

In making their respective determinations and recommendations, the Special Committee and the GoviEx Board also considered a number of other potential risks resulting from the Arrangement and the Arrangement Agreement and other factors.

For further information on the reasons for the recommendation of the GoviEx Board, please see “*The Arrangement — Reasons for the Arrangement*” and “*The Arrangement – Fairness Opinion*” in the Circular.

**Q: Has the Company received a fairness opinion in connection with the Arrangement?**

A: Yes. Stifel Canada has provided a Fairness Opinion to the effect that, as of the date of August 17, 2025, and subject to the assumptions, limitations and qualifications described in the Fairness Opinion, the Consideration to be received by GoviEx Shareholders pursuant to the Arrangement is fair from a financial point of view to the GoviEx Shareholders. Please see “*The Arrangement – Fairness Opinion*” in the Circular.

**Q: Who intends to support the Arrangement Resolution?**

A: Each of the directors and officers of GoviEx, as well as certain significant GoviEx Securityholders of the Company, has entered into a Support Agreement with Tombador, pursuant to which they have agreed to, among other things, vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution. For more information, please see “*The Arrangement – Support Agreements*” in the Circular.

**Q: In addition to the approval of GoviEx Securityholders, are there any other approvals required for the Arrangement?**

A: Yes, the Arrangement requires the approval of the Court, TSXV acceptance for filing, approval of the Tombador Shareholders, and other Key Regulatory Approvals as may be required including ASX approval and Zambian MRC and CCPC approvals. See “*The Arrangement – Court Approval of the Arrangement*” and “*The Arrangement – Regulatory and Securities Law Matters*” in the Circular.

**Q: What if GoviEx Securityholders do not approve the Arrangement Resolution?**

A: If the Arrangement Resolution is not approved by the requisite majorities of GoviEx Shareholders and GoviEx Securityholders, the Arrangement will not be completed.

Pursuant to the terms of the Arrangement Agreement, if the Required Shareholder and Securityholder Approval is not obtained by the Outside Date, either the Company or Tombador may terminate the Arrangement Agreement.

**Q: What if the Court does not approve the Arrangement?**

A: If the approval of the Court is not obtained prior to the Outside Date, the Arrangement will not be completed, even if GoviEx Shareholders and GoviEx Securityholders approve the Arrangement Resolution.

**Q: What conditions must be satisfied to complete the Arrangement?**

A: The Arrangement is conditional upon, among other things: (i) receipt of the Required Shareholder and Securityholder Approval; (ii) receipt of the Court's approval; (iii) TSXV conditional acceptance for filing of the Arrangement and the delisting of the GoviEx Shares; (iv) receipt of the approval of the Tombador Shareholders to approve the Tombador Shareholder Resolutions; (v) the Re-compliance; (vi) holders of no more than 5% of GoviEx Shares exercising Dissent Rights; (vii) completion of the Tombador Capital Raising; (viii) completion of the Matador Participation; and (ix) the satisfaction of certain other closing conditions customary for transactions of this nature. For more information, please see "*The Arrangement Agreement – Conditions to Closing*" in this Circular.

**Q: Do any directors, executive officers or GoviEx Shareholders holding more than 10% of GoviEx Shares have any interests in the Arrangement that are different from, or in addition to, those of the GoviEx Shareholders?**

A: In considering the recommendation of the GoviEx Board to vote in favour of the matters discussed in this Circular, GoviEx Shareholders should be aware that some of the directors and executive officers have certain interests in the Arrangement that may be considered different from, or in addition to, the interests of GoviEx Shareholders generally. See "*Regulatory and Securities Law Matters - Canadian Securities Law Matters – MI 61-101*" and "*The Arrangement – Interests of Certain Persons in the Arrangement*" in this Circular.

**Q: Will the GoviEx Shares continue to be listed on the TSXV after the Arrangement?**

A: No. The GoviEx Shares are expected to be delisted from the TSXV following completion of the Arrangement, after GoviEx has become a directly wholly-owned Subsidiary of Tombador. After the Arrangement has been completed, former GoviEx Shareholders (other than Dissenting Shareholders) will hold Tombador Shares, which are expected to be listed on the ASX on completion of the Arrangement.

**Q: Should I send my GoviEx Share certificate(s) or DRS Advice(s) now?**

A: You are not required to send your certificate(s) or DRS Advice(s) representing GoviEx Shares to validly cast your vote in respect of the Arrangement Resolution. Please see "*The Arrangement – Exchange of GoviEx Securities*" in this Circular.

You are required to complete, and deliver to the Depositary, the accompanying Letter of Transmittal together with your GoviEx Share certificate(s) or DRS Advice(s) and such other documents as may be required by the Depositary, to receive the Tombador Shares to which you are entitled. Where you have submitted a properly completed and duly executed Letter of Transmittal, accompanied by the applicable GoviEx Share certificate(s) and DRS Advice(s) and such other documents as may be required by the Depositary, you will receive a holding statement showing the balance of Tombador Shares held by you following the Effective Date.

Do not send your Letter of Transmittal and certificate(s) or DRS Advice(s) to GoviEx. Please follow the delivery instructions set forth in the Letter of Transmittal.

**Q: How will I know when the Arrangement will be implemented?**

A: The Effective Date will occur upon satisfaction or waiver of all of the conditions to the completion of the Arrangement. As the Effective Date is conditional on (amongst other things), and will occur contemporaneous with, the Tombador Capital Raising, the Effective Date remains to be determined. GoviEx will issue a news release in due course informing GoviEx Securityholders of the expected Effective Date. On the Effective Date, GoviEx will publicly announce that the conditions are satisfied or waived and that the Arrangement has been completed.

**Q: Are there risks I should consider in deciding whether to vote for the Arrangement Resolution?**

A: Yes. GoviEx Securityholders should carefully consider the risk factors relating to the Arrangement. See “*Risk Factors*” in this Circular.

**Q: What are the Canadian income tax consequences of the Arrangement?**

A: For a summary of certain material Canadian income tax consequences of the Arrangement, see “*Certain Canadian Federal Income Tax Considerations*” in this Circular. Such summary is not intended to be legal or tax advice to any particular GoviEx Securityholder. GoviEx Securityholders should consult their own tax and investment advisors with respect to their particular circumstances.

**Q: What are the U.S. federal income tax consequences of the Arrangement?**

A: With respect to U.S. federal income tax consequences of the Arrangement, GoviEx Securityholders should consult their own tax and investment advisors with respect to their particular circumstances.

**Q: What will happen to the GoviEx Shares that I currently own after completion of the Arrangement?**

A: Upon completion of the Arrangement, certificates or DRS Advice(s) representing GoviEx Shares will represent only the right of the Registered Shareholder to receive the Consideration for each GoviEx Share held in accordance with the procedures set out in the Circular. It is expected that the GoviEx Shares will be delisted from the TSXV and the OTCQB following completion of the Arrangement and GoviEx will make an application to terminate its status as a reporting issuer under Canadian Securities Laws. Once this application has been accepted, GoviEx will cease to be a reporting issuer in Canada and will no longer be required to file reports with the applicable Canadian securities regulatory authorities. It is a condition of the Arrangement that ASX grant conditional approval for Tombador to be re-admitted to the ASX Official List.

In addition, as a result of the Arrangement, Tombador (referred to as the “Combined Company” following completion of the Arrangement) will become a reporting issuer in British Columbia, Alberta and Ontario. The Combined Company does not expect to be eligible to qualify as a “designated foreign issuer” (as defined under applicable Canadian securities laws) which would make it be subject to fewer disclosure and other requirements of Canadian securities laws, as compared to GoviEx. If the Combined Company is able to satisfy the applicable requirements, it intends to apply to cease to be a reporting issuer in Canada after completion of the Arrangement. Whether the Combined Company qualifies as a “designated foreign issuer” or ceases to be a reporting issuer in Canada will depend on the number of shares of the Combined Company held by Canadians after completion of the Arrangement.

**Q: What can I do with the Tombador Shares I will receive as Consideration for my GoviEx Shares?**

A: In order to trade shares of companies listed on the ASX, such as Tombador, you will need to open an account with a retail stock broker which deals in securities companies listed on the ASX such as Tombador. The following website lists retail brokers that currently deal in securities of companies listed on the ASX: <https://www.asx.com.au/investors/start-investing/find-a-broker-adviser/full-service-and-online-brokers>.

**Q: Where can I find out more information about Tombador and the Combined Company?**

A: Information about Tombador can be found in Appendix F and information about the Combined Company can

be found in Appendix G. In addition, Tombador intends to complete the Tombador Capital Raising upon (and contemporaneous with) completion of the Arrangement. Tombador has published the Tombador Meeting Materials, which includes the notice of the Tombador Meeting and information about the Transaction and will publish the Tombador Re-Compliance Prospectus, which is required under the Corporations Act and ASX Listing Rules and will include further information about the Transaction. Following such publication, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus and Tombador Meeting Materials for additional information relating to Tombador, the Tombador Capital Raising, the Tombador Meeting and the Combined Company. The published Tombador Re-Compliance Prospectus and Tombador Meeting Materials will be available for review at [www.tombadoriron.com](http://www.tombadoriron.com).

## QUESTIONS RELATING TO THE MEETING AND TIMETABLE

**Q: When and where is the Meeting?**

A: The Meeting will take place at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, British Columbia on October 24, 2025 at 11:00 a.m. (Vancouver time).

**Q: Who is soliciting my proxy?**

A: Your proxy is being solicited by management of GoviEx. This Circular is furnished in connection with that solicitation. The solicitation of proxies for the Meeting will be made primarily by mail, and may be supplemented by telephone and other means of contact.

If you have questions or require voting assistance, please contact Rodrigo Romo, Corporate Secretary at [info@govix.com](mailto:info@govix.com).

**Q: Who can attend and vote at the Meeting and what is the quorum for the Meeting?**

A: Only holders of GoviEx Securities of record as of the close of business on September 4, 2025, the Record Date for the Meeting, are entitled to receive notice of and attend, and vote at, the Meeting or any adjournment(s) or postponement(s) of the Meeting.

For all purposes contemplated by this Circular, the quorum for the transaction of business at the Meeting will be two persons who are, or represent by proxy, GoviEx Shareholders who, in the aggregate, hold at least five per cent (5%) of the issued GoviEx Shares entitled to be voted at the Meeting.

**Q: How do I vote?**

A: There are different ways to submit your voting instructions depending on whether you are a Registered Shareholder, registered Optionholder or registered Warrantholder (those registered holders collectively, “**Registered Securityholders**”) or a Beneficial Shareholder or beneficial Warrantholder (those beneficial holders collectively, “**Beneficial Securityholders**”). All Optionholders are registered Optionholders.

- *Registered Securityholders*: You must be a Registered Securityholder at the close of business on the Record Date to vote. You may vote in person or by proxy.
- *Beneficial Securityholders*: You may vote or appoint a proxy using the VIF provided to you. Your vote or proxy appointment will be submitted by your bank, trust company, securities broker, trustee, custodian or other nominee who holds GoviEx Shares on your behalf to the Company

For more information, please see “*How do I appoint a third party as my proxyholder?*”, and “*Information Concerning the Meeting – Appointment of Proxyholders*” and “*Information Concerning the Meeting – Advice to Beneficial (Non-Registered) Securityholders*”.



**Q: How do I know if I am a Registered Securityholder or a Beneficial Securityholder?**

A: You may own GoviEx Securities in one or both of the following ways:

- If you are in possession of a physical share certificate, a DRS Advice, a warrant certificate or if you are an Optionholder, you are a Registered Securityholder and your name and address are known to us through our Transfer Agent or through the Company's registers of Optionholders and Waranholders.
- If you own GoviEx Securities through an Intermediary, you are a Beneficial Securityholder and you will not have a physical share certificate, DRS Advice or warrant certificate. In this case, you will have an account statement from your bank or broker as evidence of your security ownership.

Most GoviEx Securityholders are Beneficial Securityholders. Their GoviEx Shares and/or GoviEx Warrants are registered in the name of an Intermediary, such as a bank, trust company, securities broker, trustee, custodian or other nominee who holds GoviEx Shares and/or GoviEx Warrants on their behalf, or in the name of a clearing agency in which the Intermediary is a participant (such as CDS & Co.). Intermediaries have obligations to forward the Meeting materials to such Beneficial Securityholders unless otherwise instructed by the holder (and as required by regulation in some cases, despite such instructions).

**Q: If my GoviEx Shares or GoviEx Warrants are held in the name of an Intermediary, will they automatically vote my GoviEx Shares for me?**

A: No. Specific voting instructions must be provided. See "How do I vote if my GoviEx Shares or GoviEx Warrants are held in the name of an Intermediary?" below.

**Q: How do I vote if my GoviEx Shares or GoviEx Warrants are held in the name of an Intermediary?**

A: Fill in the VIF you received with this package and carefully follow the instructions provided. You can send your voting instructions by phone or by mail or through the internet.

Only Registered Securityholders, or the persons they appoint as proxies, are permitted to attend and vote at the Meeting.

To attend and vote at the Meeting, Beneficial Securityholders should insert his or her name or his or her chosen representative (who need not be a GoviEx Securityholder) in the blank space provided in the VIF and follow the instructions on returning the form.

See "*How do I appoint a third party as my proxyholder?*" below for more information on how Beneficial Securityholders can appoint third parties as proxyholders.

**Q: How do I appoint a third party as my proxyholder?**

A: The following applies to Registered Securityholders who wish to appoint a person other than the management nominees set forth in the form of proxy as proxyholder, **AND** Beneficial Securityholders who wish to appoint themselves as proxyholder to participate and vote at the Meeting.

**You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a GoviEx Securityholder or the person designated in the enclosed form(s). Simply indicate the person's name as directed on the enclosed proxy form(s) or complete any other legal proxy form and deliver it to Computershare Investor Services Inc. within the time hereinafter specified for receipt of proxies.**

GoviEx Securityholders who wish to appoint a third-party proxyholder to attend or vote at the Meeting as their proxy and vote their securities **MUST** submit their proxy (or proxies) or VIF, as applicable, appointing such third- party proxyholder in accordance with the instructions provided in the proxy or VIF, as applicable.

**If you are a Beneficial Securityholder and wish to attend or vote at the Meeting, you have to insert your own name in the space provided on the VIF sent to you by your Intermediary and follow all of the applicable instructions provided by your Intermediary.** By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary.

**Q: How many GoviEx Shares are entitled to vote?**

A: As at September 4, 2025, the Record Date, there were 1,022,062,190 GoviEx Shares issued, outstanding and entitled to vote at the Meeting. Each GoviEx Share entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting for each GoviEx Share held.

**Q: How many GoviEx Securities are entitled to vote?**

A: As at September 4, 2025, the Record Date, there were 1,400,483,833 GoviEx Securities issued, outstanding and entitled to vote at the Meeting. Each GoviEx Security entitled to be voted at the Meeting will entitle the holder thereof to one vote at the Meeting for each GoviEx Security held.

**Q: What vote is required at the Meeting to approve the Arrangement Resolution?**

A: In order to become effective, the Arrangement Resolution must be approved by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Shareholders present in person or represented by proxy and entitled to vote at the Meeting with each GoviEx Share entitling a GoviEx Shareholder to one vote; and (ii) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Securityholders present in person or represented by proxy and entitled to vote at the Meeting with each GoviEx Security entitling a GoviEx Securityholder to one vote.

**Q: What if I return my proxy but do not mark it to show how I wish to vote?**

A: If your proxy is signed and dated and returned without specifying your choice or is returned specifying both choices, your GoviEx Securities will be voted **FOR** the Arrangement Resolution in accordance with the recommendation of the GoviEx Board.

**Q: When is the cut-off time for delivery of proxies?**

A: Proxies sent by mail or courier must be delivered to Computershare Investor Services Inc., not less than 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time of the Meeting or any adjournment thereof. In this case, assuming no adjournment, the proxy cut-off time is 11:00 a.m. (Vancouver time) on October 22, 2025. Online votes submitted via the internet at [www.investorvote.com](http://www.investorvote.com) must also be submitted by 11:00 a.m. (Vancouver time) on October 22, 2025. The Chair of the Meeting, in his or her sole discretion, may accept late proxies or waive the deadline for accepting proxies, with or without notice.

A Beneficial Securityholder exercising voting rights through an Intermediary should consult the VIF from such Beneficial Securityholder's Intermediary as the Intermediary may have earlier deadlines.

**Q: Can I change my vote after I submitted a signed proxy?**

A: Yes. If you want to change your vote after you have delivered a proxy, you can do so by submitting a new, later dated, proxy before the proxy-cut off time.

**Q: Am I entitled to Dissent Rights?**

A: If you are a Registered Shareholder as at the close of business on the Record Date who duly and validly exercises Dissent Rights in accordance with the dissent procedures set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order (the "**Dissent Procedures**"), and the Arrangement Resolution is approved, you will be entitled to be paid (subject to applicable withholdings) the fair value of all, but not less than all, of your GoviEx Shares calculated as of the close of business on the day before the Arrangement Resolution was adopted. This amount may be the same

as, more than or less than the value of the Consideration per GoviEx Share that will be paid under the Arrangement.

If you wish to dissent, you must ensure that a written notice is sent to GoviEx, The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1, not later than 4:00 p.m. (Vancouver time) on October 22, 2025 (or by 4:00 p.m. (Vancouver time) on the second day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the Dissent Procedures, as described in the Circular, all as described under “*The Arrangement – Dissenting Shareholders’ Rights*”.

It is recommended that you seek independent legal advice if you wish to exercise a right of dissent. **Failure to strictly comply with the Dissent Procedures may result in the loss of any right of dissent.**

**Q: How can I revoke my proxy?**

A: If you change your vote by submitting a new proxy before the proxy deadline, such change will revoke any previously filed proxy.

Also, you can revoke your proxy without a new vote by signing a written statement which indicates, clearly, that you want to revoke your proxy and delivering this signed written statement to Computershare at 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6, to the office of GoviEx at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1, or in any other manner permitted by law. If you are an individual shareholder, your revocation must be signed by you or your legal personal representative or trustee in bankruptcy. If you are a corporate shareholder, your revocation must be signed by the corporation or by a representative appointed for the corporation by resolution of its directors or other governing body.

Your proxy will only be revoked if a revocation is received at any time up to and including the Business Day before the day of the Meeting or provided, at the Meeting, to the chair of the Meeting. If you revoke your proxy and do not replace it with another that is deposited with us before the deadline, you can still vote your GoviEx Securities, but to do so you must attend the Meeting and follow the procedures for voting in person.

Beneficial Securityholders should follow instructions provided to them by their Intermediary with respect to their VIF.

**Q: What is the Proposed Timetable for the Arrangement?**

A: The anticipated timetable for the completion of the Arrangement and the key dates as proposed are as follows:

|                                                                                                               |                                                          |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Expected Date of Publication of Tombador Re-Compliance Prospectus                                             | September 30, 2025                                       |
| Expected Date of Meeting of Tombador Shareholders to Approve the Arrangement and the Tombador Capital Raising | October 8, 2025                                          |
| Deadline for Receipt of Proxies from GoviEx Securityholders                                                   | October 22, 2025                                         |
| Meeting of GoviEx Securityholders to Approve the Arrangement                                                  | October 24, 2025                                         |
| Expected Date of Final Order                                                                                  | October 29, 2025                                         |
| Expected Effective Date                                                                                       | To be determined                                         |
| Effective Time                                                                                                | 12.01 am (Vancouver time) on the Effective Date          |
| Completion of Arrangement, Tombador Capital Raising and Matador Participation                                 | Before 5:00pm (Perth time) on the Effective Date         |
| Re-admission on ASX Official List                                                                             | +3 Business Days after Effective Date                    |
| Re-instatement of Tombador Shares                                                                             | +2 Business Days after re-admission on ASX Official List |
| Expected Date of Delisting of GoviEx Shares on TSXV and OTCQB                                                 | On or after the Effective Date                           |

The dates referred to above are subject to change pursuant to the terms of the Arrangement Agreement. As the Effective Date is conditional on (amongst other things), and contemporaneous with, the Tombador Capital Raising, the Effective Date has yet to be determined. Notice of the dates above which are indicated as “To be determined”, including the expected Effective Date, will be announced through a news release.

**Q: Who to Contact with Questions**

A: GoviEx Securityholders who have questions or need assistance with voting their GoviEx Securities should contact Rodrigo Romo, Corporate Secretary, at [info@govix.com](mailto:info@govix.com). See “*Additional Information*” in this Circular.

If you have questions about deciding how to vote on the Arrangement Resolution, you should contact your own legal, tax, financial or other professional advisor.

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## **GOVEX URANIUM INC.**

### **MANAGEMENT INFORMATION CIRCULAR**

#### **Introduction**

**This Management Information Circular (the “Circular”) is furnished in connection with the solicitation of proxies by and on behalf of the management of the Company for use at the Meeting and any adjournment or postponement thereof. No person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized and should not be relied upon in making a decision as to how to vote on the Arrangement.**

These Meeting materials are being sent to registered holders of GoviEx Securities and beneficial owners of GoviEx Securities through Intermediaries.

If you hold GoviEx Securities through an Intermediary, you should contact your Intermediary for instructions and assistance in voting your GoviEx Securities and surrendering the GoviEx Shares that you beneficially own.

#### **Information Contained in this Circular**

The information contained in this Circular is given as at September 10, 2025, except where otherwise noted. This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and GoviEx Shareholders are urged to consult their own professional advisors in connection therewith.

**In this Circular and the schedules attached hereto, references to “C\$” are to amounts in Canadian dollars, references to “US\$” or “\$” are to amounts in United States dollars and references to “A\$” are to amounts in Australian dollars unless otherwise indicated.**

**THIS CIRCULAR AND THE TRANSACTIONS CONTEMPLATED BY THE ARRANGEMENT AGREEMENT AND THE PLAN OF ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY NOR HAS ANY SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF SUCH TRANSACTIONS OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.**

Descriptions in this Circular of the terms of the Arrangement Agreement, the Plan of Arrangement and the Support Agreements are summaries of the terms of those documents and are qualified in their entirety by such terms. GoviEx Securityholders should refer to the full text of the Arrangement Agreement, the Plan of Arrangement and the Support Agreements for complete details of those documents. The Arrangement Agreement and the form of Support Agreement have been filed by GoviEx under its profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). In addition, the Plan of Arrangement is attached as Appendix B to this Circular.

#### **Information Concerning Tombador**

The information concerning Tombador and its Subsidiaries contained in this Circular has been provided by Tombador for inclusion in this Circular and should be read together with, and is qualified by, the documents filed by or on behalf of Tombador on its website at [www.tombadoriron.com](http://www.tombadoriron.com), under its profile on the ASX website at <https://www.asx.com.au/markets/trade-our-cash-market/announcements.ti1> and on the ASIC website at <https://www.asic.gov.au/> that are incorporated by reference herein. In addition, following publication of the Tombador Re-Compliance Prospectus and Tombador Meeting Materials, GoviEx intends to disseminate a press release to alert

GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus and Tombador Meeting Materials. After their publication, GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus and Tombador Meeting Materials for additional information relating to Tombador, the Tombador Capital Raising, the Tombador Meeting and the Combined Company. After publication, the Tombador Re-Compliance Prospectus and Tombador Meeting Materials will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

Although the Company has no knowledge that any statements contained herein taken from or based on such information provided by Tombador are untrue or incomplete, the Company assumes no responsibility for the accuracy of such information, or for any failure by Tombador or any of its Subsidiaries or any of their respective representatives to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to the Company. In accordance with the Arrangement Agreement, Tombador provided the Company with all necessary information concerning Tombador that is required by applicable Laws to be included in this Circular and ensured that such information does not contain any misrepresentations.

### **Information for U.S. Securityholders**

The Company is a corporation existing under the laws of British Columbia and is a “foreign private issuer” as defined in Rule 405 under the U.S. Securities Act and Rule 3b-4 under the U.S. Exchange Act. The solicitation of proxies and the transactions contemplated in this Circular are not subject to the proxy rules under Section 14(a) of the U.S. Exchange Act by virtue of an exemption for foreign private issuers, and therefore this solicitation is not being effected in accordance with U.S. Securities Laws. Accordingly, the solicitation and transactions contemplated in this Circular are made in the United States for securities of a Canadian issuer in accordance with Canadian corporate laws and Securities Laws, and this Circular has been prepared in accordance with disclosure requirements applicable in Canada. GoviEx Securityholders in the United States should be aware that disclosure requirements under Canadian laws are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act. GoviEx Securityholders in the United States should also be aware that other requirements under Canadian laws may differ from those required under United States corporate laws and U.S. Securities Laws.

**THE ARRANGEMENT AND THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED UPON THE ADEQUACY OR ACCURACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

The Tombador Shares and Replacement Options to be issued under the Arrangement have not been registered under the U.S. Securities Act and are being issued in reliance on the exemption from the registration requirements of the U.S. Securities Act set forth in Section 3(a)(10) thereof on the basis of the approval of the Court, which will consider, among other things, the fairness of the terms and conditions of the Arrangement to the GoviEx Shareholders, the Optionholders and the Warrantholders, and similar exemptions from registration under applicable state securities laws. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. The Court issued the Interim Order on September 10, 2025 and, subject to the approval of the Arrangement by the GoviEx Securityholders, a hearing of the application for the Final Order is currently expected to take place at the courthouse of the Court at 800 Smithe Street, Vancouver, British Columbia on October 29, 2025 at 9:45 a.m. (Vancouver time), or as soon thereafter as counsel may be heard. All Securityholders are entitled to appear and be heard at this hearing. The Final Order will be relied upon as a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof with respect to the Tombador Shares and Replacement Options to be received by GoviEx Shareholders, Optionholders and Warrantholders pursuant to the Arrangement in exchange for their GoviEx Shares, GoviEx Options and GoviEx Warrants, respectively. Prior to the hearing on the Final Order, the Court will be informed that the parties will so rely upon the Final Order.



The exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act does not exempt the issuance of securities upon the exercise of the Replacement Options. As a result, the Tombador Shares issuable upon exercise of the Replacement Options may not be exercised in the United States or by or for the account or benefit of a U.S. Person or a person in the United States, nor may Tombador Shares be issued upon such exercise, unless such exercise is made pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Prior to the issuance of Tombador Shares pursuant to the exercise of Replacement Options, Tombador may require the delivery of an opinion of legal counsel or other evidence reasonably satisfactory to Tombador that such issuance of the Tombador Shares does not require registration under the U.S. Securities Act or applicable state securities laws. Tombador Shares issuable upon the exercise of Replacement Options in the United States, or for the account or benefit of a U.S. person or a person in the United States, will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act and may be reoffered or resold only pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws, after providing an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Tombador as to the availability of such exemption. Certificates or DRS statements representing such Tombador Shares will bear a legend in connection with their status as restricted securities. Persons exercising Replacement Options in the United States or for the account or benefit of U.S. Persons or persons in the United States should consult with legal counsel prior to any such exercise.

**This Arrangement has not been approved or disapproved by the United States Securities and Exchange Commission or any other securities regulatory authority, nor has any securities regulatory authority passed upon the fairness or the merits of this transaction or upon the accuracy or adequacy of the information contained in this Circular.**

GoviEx Securityholders in the United States should be aware that the financial statements and financial information of the Company and Tombador are prepared in accordance with IFRS as issued by the International Accounting Standards Board and Australian Accounting Standards respectively, and, in the case of the Company, are subject to Canadian auditing standards and, in the case of Tombador, Australian Auditing Standards and, in each case, auditor independence standards, each of which differ in certain material respects from United States generally accepted accounting principles, auditing standards and auditor independence standards and thus may not be comparable in all respects to financial statements and information of United States companies.

GoviEx Securityholders that are residents or citizens of the United States, or that are otherwise subject to taxation in the United States, should be aware that the Arrangement described herein may have tax consequences both in the United States and in Canada. Such consequences for U.S. Securityholders may not be described fully herein. For a general discussion of the principal Canadian federal income tax considerations to investors who are resident in the United States, see “Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada”. Securityholders who are subject to taxation in the United States are urged to consult their own tax advisors with respect to such Canadian and U.S. federal income tax consequences and the applicability of any federal, state, local, foreign and other tax laws.

**The enforcement by investors of civil liabilities under the U.S. Securities Laws may be affected adversely by the fact that each of GoviEx and Tombador is incorporated or organized outside the United States, that some or all of their respective officers and directors and the experts named herein are residents of a foreign country, and that all or a substantial portion of the assets of GoviEx and Tombador and said persons are located outside the United States. As a result, it may be difficult or impossible for U.S. Securityholders to effect service of process within the United States upon GoviEx or Tombador, their respective officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or “blue sky” laws of any state within the United States. In addition, U.S. Securityholders should not assume that the courts of Canada or Australia: (a) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the U.S. Securities Laws; or (b) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under U.S. Securities Laws.**

For further information, see “*The Arrangement – Regulatory and Securities Law Matters – United States Securities Law Matters.*”

## Technical Information and Cautionary Note for United States Readers

The disclosure included or incorporated by reference in this Circular uses terms that comply with reporting standards in Canada adopted by the Canadian Securities Administrators' (the "**CSA**") National Instrument 43-101 *Standards of Disclosure for Mineral Projects* ("**NI 43-101**"). NI 43-101 is an instrument developed by the CSA that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. Unless otherwise indicated, the scientific and technical disclosure included or incorporated by reference in this Circular was prepared in accordance with NI 43-101, which differs significantly from the requirements of the United States Securities and Exchange Commission (the "**SEC**"). Accordingly, scientific and technical information contained or referenced in this Circular may not be comparable to similar information disclosed by public companies subject to the technical disclosure requirements of the SEC.

## Cautionary Note Regarding Forward-Looking Statements

This Circular contains forward-looking statements and forward-looking information within the meaning of applicable Securities Laws and which are based on the currently available competitive, financial and economic data and operating plans of management of the Company as of the date hereof unless otherwise stated. Forward-looking statements are provided for the purpose of presenting information about management's current expectations and plans relating to the future and readers are cautioned that such statements may not be appropriate for other purposes. The use of any of the words "may", "will", "plan", "expect", "anticipate", "estimate", "intend", "indicate", "scheduled", "target", "goal", "potential", "subject", "efforts", "option" or the negative of such terms and similar expressions are intended to identify forward-looking statements or information. More particularly and without limitation, this Circular contains forward-looking statements and information concerning: the Arrangement and the completion thereof; covenants of GoviEx and Tombador in relation to the Arrangement; the timing for the implementation of the Arrangement, including the expected Effective Date of the Arrangement; the anticipated benefits of the Arrangement; the principal steps of the Arrangement; the process and timing of delivery of the Consideration to GoviEx Securityholders following the Effective Time; the receipt of the necessary GoviEx Securityholder, Court and regulatory approvals; the anticipated tax treatment of the Arrangement for GoviEx Securityholders; statements made in, and based upon the Fairness Opinion (as defined herein); statements relating to the business of Tombador, GoviEx and the Combined Company (as defined herein) after the date of this Circular and prior to, and after, the Effective Time; the impact of the Arrangement on employees and local stakeholders; the strengths, characteristics, market position, and future financial or operating performance and potential of the Combined Company; the amounts received by the directors and Senior Officers of GoviEx under the Arrangement; delisting of the GoviEx Shares from the TSXV and OTCQB; ceasing of reporting issuer status of GoviEx; the completion of the Tombador Capital Raising; the completion of the Matador Participation; the receipt of the necessary approvals by the Tombador Shareholders of, amongst other things, the Tombador Shareholder Resolutions; the admission to the ASX of the Consideration Shares issuable pursuant to the Arrangement and the Capital Raising Shares; the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act for the securities issuable pursuant to the Arrangement; the transfer restrictions (or lack thereof) with respect to the Tombador Shares issued to GoviEx Shareholders upon the completion of the Arrangement; the liquidity of Tombador Shares following the Effective Time; the market price of Tombador Shares; the number of Tombador Shares expected to be issued pursuant to the Arrangement and the Tombador Capital Raising; the expected ownership of Tombador Shares by GoviEx Shareholders and existing Tombador Shareholders upon completion of the Arrangement; anticipated developments in the operations of GoviEx and Tombador; anticipated exploration of the Muntanga Project, subject to financing; the business prospects and opportunities of GoviEx, Tombador and the Combined Company; the future demand for and prices of commodities; the future size and growth of metals markets; expectations regarding the costs and timing of exploration and development, and the success of such activities; the timing and possible outcome of regulatory and permitted matters; goals; strategies; future growth; the adequacy of financial resources; and other events or conditions that may occur in the future or future plans, projects, objectives, estimates and forecasts, and the timing related thereto.

In respect of the forward-looking statements and information in this Circular, the Company has provided such forward-looking statements and information in reliance on certain assumptions that it believes are reasonable at this time, including assumptions as to the ability of the Parties (as defined herein) to receive, in a timely manner and on satisfactory terms, the necessary Court, GoviEx Securityholder, Tombador Shareholder, regulatory and other third party approvals; the admission to the ASX of the Consideration Shares and other Tombador Shares to be issued in connection with the Transaction; no material adverse change in the market price of uranium; the ability of the Parties to satisfy, in a timely manner, the other conditions to the closing of the Arrangement; the Company's and Tombador's ability to obtain all necessary permits, licenses and regulatory approvals for operations in a timely manner; the

adequacy of the financial resources of the Company and Tombador; sustained labour stability and availability of equipment; the maintaining of positive relations with local groups; favorable equity and debt capital markets; stability in financial capital markets and other expectations and assumptions which management believes are appropriate and reasonable. The anticipated dates provided in this Circular regarding the Arrangement may change for a number of reasons, including the inability to secure the necessary regulatory, Court, GoviEx Securityholder, Tombador Shareholder or other third-party approvals in the time assumed or the need for additional time to satisfy the other conditions to the completion of the Arrangement including publication of the Tombador Re-Compliance Prospectus. Accordingly, readers should not place undue reliance on the forward-looking statements and information contained in this Circular.

Since forward-looking statements and information address future events and conditions, by their very nature they involve inherent risks and uncertainties. Actual results could differ materially from those currently anticipated due to a number of risks, uncertainties and factors. Such risks, uncertainties and factors include, among others: the risk that the Arrangement may not close when planned or at all or on the terms and conditions set forth in the Arrangement Agreement; the failure of the Company and Tombador to obtain the necessary regulatory, Court, GoviEx Securityholder, Tombador Shareholder, regulatory and other third-party approvals, or to otherwise satisfy the conditions to the completion of the Arrangement, in a timely manner, or at all; if a third party makes a Superior Proposal (as defined herein), the Arrangement may not be completed and the Company may be required to pay the GoviEx Termination Fee (as defined herein); if the Arrangement is not completed, and the Company continues as an independent entity, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Company to the completion of Arrangement could have an impact on the Company's current business relationships and could have a GoviEx Material Adverse Effect (as defined herein) on the current and future operations, financial condition and prospects of the Company; the failure of the Company to comply with the terms of the Arrangement Agreement may, in certain circumstances, result in the Company being required to pay the GoviEx Termination Fee to Tombador, the result of which could have a GoviEx Material Adverse Effect on the Company's financial position and results of operations and its ability to fund current operations; the benefits expected from the Arrangement may not be realized; risks associated with business integration; risks related to GoviEx's properties; risks related to competitive conditions; risks associated with Tombador's and GoviEx's lack of control over mining conditions; risks related to the respective operations of Tombador and GoviEx; the risk that actual results of current exploration activities may be different than forecasts; risks related to reclamation activities; the risk that project parameters may change as plans continue to be refined; risks related to changes in laws, regulations and government practices; risks associated with the uncertainty of future prices of uranium and other metals and currency exchange rates; the risk that plant, equipment or processes may fail to operate as anticipated; risks related to accidents and labour disputes and other risks inherent to the mining and mineral exploration industry; risks associated with delays in obtaining governmental approvals or financing or in the completion of exploration or development activities; health, safety and environmental risks; worldwide economic and political disruptions as a result of current macroeconomic conditions or the ongoing conflict between Ukraine and Russia; and the risks discussed under the heading "*Risk Factors*" and elsewhere in the Circular, including in the documents incorporated by reference in the Circular.

GoviEx Securityholders are cautioned that the foregoing list of factors is not exhaustive. Additional information on other factors that could affect the operations or financial results of the Parties is included in reports filed by the Company with the securities commissions or similar authorities in Canada (which are available under its profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca)) and by or on behalf of Tombador on its website at [www.tombadoriron.com](http://www.tombadoriron.com) and under its profile on the ASX website at <https://www.asx.com.au/markets/trade-our-cash-market/announcements.ti1> and on the ASIC website at <https://www.asic.gov.au/>.

The forward-looking statements and information contained in this Circular are made as of the date hereof and the Company and Tombador undertake no obligation to update publicly or revise any forward-looking statements or information, whether as a result of new information, future events or otherwise, unless required by applicable Securities Laws and readers should also carefully consider the matters discussed under the heading "*Risk Factors*", "*Information Concerning the Combined Company*" and the risks that will be described in the Tombador Re-Compliance Prospectus and the annual report for Tombador for the year ended December 31, 2024 and other documents incorporated by reference herein. All forward-looking statements contained in Appendix F and elsewhere in this Circular are expressly qualified in their entirety by the cautionary statements set forth above and in any document incorporated by reference herein.

## Reference to Financial Information and Additional Information

Financial information provided in the Company's comparative annual financial statements and the Company's management discussion and analysis for the year ended December 31, 2024 is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). You can obtain additional documents related to the Company without charge on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca). You can also obtain documents related to the Company without charge by visiting the Company's website at [www.goviex.com](http://www.goviex.com).

## EXCHANGE RATE DATA

GoviEx publishes its financial statements in United States dollars. Tombador publishes its financial statements and financial information in Australian dollars. The daily average exchange rate as reported by the Bank of Canada on its website for the year ended December 31, 2024 of (i) one Australian dollar in exchange for one Canadian dollar was A\$1:C\$0.8915 and (ii) one United States dollar in exchange for one Canadian dollar was US\$1:C\$1.4389. As at September 10, 2025, the daily average exchange rates as reported by the Bank of Canada on its website were A\$1:C\$0.9173 and US\$1:C\$1.3854.

## GLOSSARY OF TERMS

In this Circular, the following capitalized words and terms shall have the following meanings:

**"Acceptable Confidentiality Agreement"** means a confidentiality agreement between GoviEx and a third party other than Tombador: (i) that is entered into in accordance with Section 5.3 of the Arrangement Agreement; (ii) that contains terms and restrictions that are no less favourable, in the aggregate, to GoviEx (in its capacity as a "discloser" in the Confidentiality Agreement) than those set out in the Confidentiality Agreement.

**"Acquisition Proposal"** means, other than the Arrangement and the other transactions contemplated by the Arrangement Agreement, any

- (a) offer, proposal or inquiry (written or oral) from any person or group of persons (other than Tombador or one or more of its affiliates) after the date of the Arrangement Agreement relating to:
  - (i) any direct or indirect acquisition, take-over bid, exchange offer, tender, offer, treasury issuance of securities, sale of securities or other transaction by any person or group of persons of voting, equity or other securities of the Company or any of the GoviEx Subsidiaries (or securities convertible into or exchangeable or exercisable for voting, equity or other securities) that, if consummated, would result in such person or group of persons owning 10% or more of the voting, equity or other securities of the Company or any of the GoviEx Subsidiaries (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for voting, equity or other securities);
  - (ii) any plan of arrangement, amalgamation, merger, share exchange, consolidation, reorganization, recapitalization, winding up, liquidation, dissolution or other business combination or similar transaction, in a single transaction or a series of related transactions, involving the Company or any of the GoviEx Subsidiaries;
  - (iii) any direct or indirect acquisition (or any lease, license, royalty, joint venture, long-term supply agreement or other arrangement having a similar economic effect), whether in a single transaction or a series of related transactions, by any person or group of persons of any assets of the Company (including shares of the GoviEx Subsidiaries) or any of the GoviEx Subsidiaries that individually or in the aggregate constitute 10% or more of the consolidated book value of the assets of the Company and the GoviEx Subsidiaries or 10% or more of the consolidated revenue of the Company and the GoviEx Subsidiaries, in each case, based on the financial statements of the Company most recently filed prior to such time as part of the GoviEx Disclosure Record; or
  - (iv) any other similar transaction or series of transactions involving the Company or any of the GoviEx Subsidiaries, or

- (b) public announcement of or of an intention to do any of the foregoing, or
- (c) modification or proposed modification of any such proposal, inquiry or offer.

**"Affected Person"** has the meaning ascribed hereto in *The Arrangement – Exchange of GoviEx Securities – Withholding Rights*.

**"affiliate"** has the meaning ascribed thereto in the Securities Act.

**"allowable capital loss"** has the meaning ascribed thereto in *"Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses"*.

**"Arrangement"** means the arrangement proposed pursuant to Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Interim Order or Final Order with the consent of Tombador and the Company, each acting reasonably.

**"Arrangement Agreement"** means the amended and restated arrangement agreement dated as of September 5, 2025 amending and restating the arrangement agreement dated as of August 18, 2025 between Tombador and the Company, including (unless the context requires otherwise) the Schedules thereto, together with the Tombador Disclosure Letter and the GoviEx Disclosure Letter, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

**"Arrangement Resolution"** means the special resolution approving the Plan of Arrangement to be considered, and, if thought fit, passed by the GoviEx Shareholders and GoviEx Securityholders at the Meeting to approve the Arrangement, substantially in the form and content of Appendix A hereto.

**"ASIC"** means the Australian Securities and Investments Commission.

**"associate"** has the meaning ascribed thereto in the Securities Act.

**"ASX"** means Australian Securities Exchange.

**"ASX Listing Rules"** means the official listing rules of the ASX, as varied, modified or waived from time to time.

**"ASX Official List"** means the official list of companies listed for trading on the ASX.

**"Australian Registrar"** means Automic Group, a trading name of Automic Pty Ltd.

**"Australian Securities Laws"** means the ASX Listing Rules, the Corporations Act, the *Australian Securities and Investment Commission Act 2001* (Cth), the *Financial Accountability Regime Act 2023* (Cth), and all other applicable Australian securities laws and regulations (including market rules) which are applicable to Tombador including regulatory guides issued by ASIC.

**"BCBCA"** means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time.

**"BCSC"** means the British Columbia Securities Commission.

**"Beneficial Securityholder"** means a person who holds GoviEx Securities through an Intermediary or who otherwise does not hold GoviEx Securities in the person's name.

**"Beneficial Shareholder"** means a person who holds GoviEx Shares through an Intermediary or who otherwise does not hold GoviEx Shares in the person's name.

**"Board Recommendation"** means the unanimous determination of the GoviEx Board, after consultation with management and its professional advisors, a thorough review of the Arrangement Agreement, receipt of the Fairness Opinion and the recommendations from the Special Committee, and its own deliberations, that the Arrangement is in

the best interests of GoviEx and is fair and reasonable to the GoviEx Securityholders and the unanimous recommendation of the GoviEx Board to recommend to the GoviEx Securityholders that they vote in favour of the Arrangement Resolution.

“**Budget**” means the Company’s budget for the period January 1, 2025 to May 31, 2026 approved by the GoviEx Board on May 27, 2025.

“**Business Day**” means a day other than a Saturday, a Sunday or any day on which major banks are closed for business in Vancouver, British Columbia or Perth, Australia.

“**Canadian Business Day**” means a day other than a Saturday, Sunday or statutory holiday in British Columbia, Canada.

“**Capital Raising Shares**” means the new ordinary shares proposed to be issued in the capital of Tombador pursuant to the Tombador Capital Raising.

“**CCPC**” means the Competition and Consumer Protection Commission of the Republic of Zambia.

“**Circular**” means this management information circular, including the Notice of Meeting and all schedules, appendices and exhibits thereto and all documents incorporated by reference therein, and all amendments or supplements thereto.

“**Colomi**” means Colomi Singapore Pte Ltd.

“**Combined Company**” means Tombador after completion of the Arrangement.

“**Company**” or “**GoviEx**” means GoviEx Uranium Inc., a company existing under the BCBCA.

“**Confidentiality Agreement**” means the confidentiality agreement between the Company and Tombador dated June 4, 2025.

“**Consideration**” means the consideration to be received by the GoviEx Securityholders pursuant to the Plan of Arrangement as consideration for their GoviEx Shares, GoviEx Options and GoviEx Warrants, being:

- (a) for each GoviEx Share that is issued and outstanding immediately prior to the Effective Time, 0.2534 Tombador Shares;
- (b) for each GoviEx Option that is outstanding immediately prior to the Effective Time, 0.2534 Replacement Options; and
- (c) for each GoviEx Warrant that is outstanding immediately prior to the Effective Time, 0.2534 Replacement Options.

“**Consideration Securities**” means the Consideration Shares and Replacement Options.

“**Consideration Shares**” means the Tombador Shares to be issued in exchange for GoviEx Shares as Consideration pursuant to the Arrangement.

“**Contract**” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding joint venture, partnership, note, instrument or other right or obligation (whether written or oral) to which the Company or Tombador, respectively, or any of their respective Subsidiaries is a party or by which the Company or Tombador, respectively, or any of their respective Subsidiaries is bound or affected or to which any of their respective properties or assets is subject.

“**Corporations Act**” means the Australian *Corporations Act 2001* (Cth) as varied or modified from time to time;

“**Court**” means the Supreme Court of British Columbia.

“**CRA**” means the Canada Revenue Agency.

“**CHESS**” means Clearing House Electronic Subregister System, which is the computer system used by ASX Settlement Pty Ltd to record shareholdings and manage the settlement of share transactions.

“**CSA**” means the Canadian Securities Administrators.

“**Deposit Deadline**” has the meaning ascribed thereto in “*The Arrangement – Exchange of GoviEx Securities – Extinction of Rights*”.

“**Depository**” means Computershare Investor Services Inc., or any other depository or trust company, bank or financial institution as Tombador may appoint to act as depository and transfer agent with the approval of GoviEx, acting reasonably.

“**Disposal**” means the sale of Tombador’s wholly-owned subsidiary, Tombador Iron Mineracao Ltda, which owned the Tombador Iron Ore Project, to PJ investimentos e participações LTDA, which sale was completed on 31 December 2023;

“**Dissent Procedures**” means the procedures set forth in Sections 237 and 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order (as applicable).

“**Dissent Rights**” means the right of dissent and appraisal exercisable by Registered Shareholders in respect of the Arrangement under Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order.

“**Dissent Shares**” means all GoviEx Shares held by a Dissenting Shareholder and in respect of which the Dissenting Shareholder has duly and validly exercised Dissent Rights in strict compliance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order.

“**Dissenting Non-Resident Holder**” has the meaning ascribed thereto in “*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Dissenting Non-Resident Holders*”.

“**Dissenting Resident Holder**” has the meaning ascribed thereto in “*Certain Canadian Federal Income Tax Considerations – Holders resident in Canada – Dissenting Resident Holders*”.

“**Dissenting Shareholder**” means a Registered Shareholder as at the close of business on the Record Date that duly and validly exercises Dissent Rights, in strict compliance with the Dissent Procedures in respect of all GoviEx Shares held and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.

“**DRS Advices**” means the direct registration system advices held by some GoviEx Securityholders representing their GoviEx Securities.

“**Due Diligence Report**” has the meaning ascribed thereto in “*The Arrangement – Reasons for the Arrangement*”.

“**Earn-in Option Agreement**” means the earn-in option agreement between GoviEx and Stalwart Investments Limited dated September 3, 2024 pursuant GoviEx is granted the exclusive right and option to acquire a 51% legal and beneficial interest in the mineral claims and rights to exploration license 32188-HQ-LEL.

“**Effective Date**” has the meaning given to such term in Section 1.01 of the Plan of Arrangement.

“**Effective Time**” has the meaning given to such term in Section 1.01 of the Plan of Arrangement.

“**Election Deadline**” means 5:00 P.M. (Toronto time) on the date that is three Canadian Business Days prior to the Effective Date.

“**Employee Plans**” means all benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, phantom stock, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices, in each case if any, relating to

the current or former employees, officers or directors of either Party or any of the GoviEx Subsidiaries or the Tombador Subsidiary, sponsored or funded by either Party or any of the GoviEx Subsidiaries or the Tombador Subsidiary, under which the applicable party has any liability, contingent or otherwise, other than benefit plans established pursuant to statute.

**“Encumbrance”** means any lien, pledge, hypothecation, charge, trust (statutory or otherwise), deemed trust (statutory or otherwise), mortgage, security interest, encumbrance, encroachment, claim, infringement, interference, option, right of first refusal, right of first offer, lease, covenant, condition, restriction, pre-emptive right, community property interest, or other similar restriction (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset, and any restriction on the possession, exercise, or transfer of any other attribute of ownership of any asset) and any conditional sales agreement, title retention agreement or lease in the nature thereof.

**“Enlarged Tombador Share Capital”** means the ordinary share capital in Tombador as enlarged by the Consideration Shares and the Capital Raising Shares details of which will be included in the Tombador Re-Compliance Prospectus.

**“Escrowed Funds”** means the sum of A\$1,000,000 to be transferred, or caused to be transferred, by Matador into the trust account of Steinepreis Paganin by no later than September 5, 2025, which funds are to be applied towards the Tombador Capital Raising.

**“Exchange Rate”** means, in respect of the conversion of one currency into another currency on a particular day, the spot rate of exchange displayed for that day on the Reserve Bank of Australia website.

**“Exchange Ratio”** means 0.2534 Tombador Shares for each GoviEx Share.

**“Fairness Opinion”** means the opinion of Stifel Canada to the effect that, as of the date of such opinion and based upon and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the GoviEx Shareholders.

**“Final Order”** means the final order of the Court pursuant to Section 291 of the BCBCA, after being informed of the intention to rely upon the Section 3(a)(10) Exemption in connection with the issuance of the Consideration (including any Replacement Options, if any) in the United States, in a form and substance acceptable to both the Company and Tombador, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, approving the Arrangement as such order may be amended, affirmed, amended, modified, supplemented or varied by the Court (with the consent of both the Company and Tombador, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended, supplemented or varied on appeal (provided that any such affirmation, amendment, modification, supplement or variation is acceptable to the Company and Tombador, each acting reasonably).

**“Former Shareholder”** means a GoviEx Shareholder immediately prior to the Effective Time.

**“G&Co”** means Galanopoulos & Company, legal advisor to the Company.

**“Governmental Authority”** means any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government or governmental body and any division, agent, official, agency, commission, board or authority of any government, governmental body, quasi-governmental or private body (including the TSXV, the ASX, or any other stock exchange) exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing and any domestic, foreign or international judicial, quasi-judicial or administrative court, tribunal, commission, board, panel or arbitrator acting under the authority of any of the foregoing.

**“GoviEx 2022 Financing”** means the bought deal offering of units, with each unit comprised of a GoviEx Share and one-half of one GoviEx 2022 Financing Warrant, completed by GoviEx on October 27, 2022.

**“GoviEx 2022 Financing Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.24 per share issued on October 25, 2022 and October 27, 2022 pursuant to the GoviEx 2022 Financing and governed



by the warrant indenture dated October 25, 2022 between GoviEx and the Warrant Agent.

**“GoviEx 2023 Compensation Warrants”** means the GoviEx Share purchase warrants with an exercise price of \$0.16 per unit issued on December 22, 2023 as partial compensation to the underwriter of the GoviEx 2023 Financing, with each such unit comprised of a GoviEx Share and one GoviEx Share purchase warrant with an exercise price of US\$0.16.

**“GoviEx 2023 Financing”** means the bought deal prospectus offering of units, with each unit comprised of a GoviEx Share and a GoviEx 2023 Financing Warrant, completed by GoviEx on December 22, 2023.

**“GoviEx 2023 Financing Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.16 per share issued on December 22, 2023 pursuant to the GoviEx 2023 Financing and governed by the warrant indenture dated December 22, 2023 between GoviEx and the Warrant Agent.

**“GoviEx 2023 Warrants”** means, collectively, the GoviEx 2023 Compensation Warrants and the GoviEx 2023 Financing Warrants.

**“GoviEx 2025 Compensation Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.051 per share issued on May 5, 2025 as partial compensation to certain finders in connection with the GoviEx 2025 Financing.

**“GoviEx 2025 Financing”** means the non-brokered private placement offering of units, with each unit comprised of a GoviEx Share and a GoviEx 2025 Financing Warrant, completed by GoviEx on May 5, 2025.

**“GoviEx 2025 Financing Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.051 per share issued on May 5, 2025 pursuant to the GoviEx 2025 Financing.

**“GoviEx 2025 Warrants”** means, collectively, the GoviEx 2025 Compensation Warrants and the GoviEx 2025 Financing Warrants.

**“GoviEx Annual Financial Statements”** means the audited consolidated financial statements of the Company for the years ended December 31, 2024 and 2023, together with the notes thereto and the independent auditor's report thereon.

**“GoviEx Board”** means the board of directors of GoviEx as constituted from time to time.

**“GoviEx Change in Recommendation”** means (A) the GoviEx Board fails to unanimously recommend that the GoviEx Shareholders vote in favour of the Arrangement Resolution or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the GoviEx Board Recommendation, (B) the GoviEx Board accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal or takes no position or remains neutral with respect to a publicly announced, or otherwise publicly disclosed Acquisition Proposal for more than five (5) Business Days (or beyond the date which is one day prior to the GoviEx Meeting), (C) the GoviEx Board accepts or enters into or publicly proposes to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal, or (D) the GoviEx Board fails to publicly recommend or reaffirm the GoviEx Board Recommendation within five (5) Business Days after having been requested in writing by Tombador to do so.

**“GoviEx Contractor”** means an independent contractor, agent or consultant who provides services to the Company or any of the GoviEx Subsidiaries for payment in excess of \$10,000 per year, other than external legal counsel and auditors.

**“GoviEx Diligence Information”** means the material contained in the Box virtual data rooms titled “Project U - GoviEx data room - financial\_commercial” and “Muntanga Project – Data Room” established by GoviEx, as of 10:30 p.m. (WA time) on August 15, 2025, an index of documents to each of which is appended to the GoviEx Disclosure Letter;

**“GoviEx Disclosure Letter”** means the disclosure letter executed by the Company and delivered to Tombador concurrently with the execution of the Arrangement Agreement.

**“GoviEx Disclosure Record”** means all documents filed by or on behalf of the Company on SEDAR+ prior to the date hereof that are publicly available on the date hereof.

**“GoviEx Employees”** means the officers and employees of the Company and the GoviEx Subsidiaries, whether actively working or not actively working at the Effective Time.

**“GoviEx Interim Financial Statements”** means the unaudited condensed interim consolidated financial statements of the Company for the three and six months ended June 30, 2025 and 2024 including the related notes thereto.

**“GoviEx Material Adverse Effect”** means any fact, state of facts, change, effect, event, circumstance, occurrence or development that, individually or in the aggregate with other such facts, state of facts, changes, effects, events, circumstances, occurrences or developments, is or could reasonably be expected to be material and adverse to the business, operations, results of operations, capitalization, assets, properties, liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), or condition (financial or otherwise) of the Company and the GoviEx Subsidiaries taken as a whole, except any such fact, state of facts, change, effect, event, circumstance, occurrence or development resulting from:

- (a) any change, development or condition in or relating to political, economic or financial or capital market conditions;
- (b) any change or proposed change in Law or the interpretation, application or non-application of any Law by any governmental Authority or IFRS;
- (c) any change affecting the global mining industry as a whole;
- (d) any outbreak or escalation of hostilities or wars or acts of terrorism or any natural disaster or general outbreaks of illness;
- (e) the negotiation, execution, announcement, consummation or pendency of the Arrangement Agreement, including any lawsuit in respect of the Arrangement Agreement or the transactions contemplated hereby;
- (f) any action taken (or omitted to be taken) at the written request, or with the prior written consent, of Tombador, or any action omitted to be taken as a result of the refusal of Tombador to provide a consent required by GoviEx to such action;
- (g) any action taken (or omitted to be taken) by GoviEx or any of its subsidiaries that is required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement; or
- (h) a change in the market price or trading volume of the GoviEx Shares as a result of the announcement of the execution of the Arrangement Agreement or of the transactions contemplated hereby;

provided, however, that each of clauses (a) through (d) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein relate primarily to (or have the effect of relating primarily to) the Company and the GoviEx Subsidiaries or disproportionately adversely affect the Company and the GoviEx Subsidiaries in comparison to other mining exploration and development companies and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a GoviEx Material Adverse Effect has occurred.

**“GoviEx Material Contract”** means any Contract of the Company or any of the GoviEx Subsidiaries: (i) that if terminated or modified or if it ceased to be in effect, could reasonably be expected to have a GoviEx Material Adverse Effect; (ii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money; (iii) under which indebtedness of the Company or any of the GoviEx Subsidiaries for borrowed money is outstanding or may be incurred or pursuant to which any property or asset of the Company or any of the GoviEx Subsidiaries is mortgaged, pledged or otherwise subject to a Lien securing indebtedness; (iv) restricting the incurrence of indebtedness by the Company or any of the GoviEx Subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of the Company or any of the GoviEx Subsidiaries, or restricting the payment of dividends by the Company or any of the GoviEx Subsidiaries; (v)

under which the Company or any of the GoviEx Subsidiaries is obligated to make or expects to receive payments in excess of \$100,000 over the remaining term; (vi) providing for the establishment, investment in, organization or formation of any Joint Venture, strategic relationship, limited liability company or partnership (including, the Earn-in Option Agreement); (vii) other than the Support Agreements, any shareholders or stockholders agreements, registration rights agreements, voting trusts, proxies or similar agreements, arrangements or commitments with respect to any shares or other equity interests of the Company or any of the GoviEx Subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of the Company or any of the GoviEx Subsidiaries; (viii) that creates an exclusive dealing arrangement or right of first offer or refusal or similar rights or terms to any person; (ix) with a Governmental Authority; (x) providing for employment, severance or change in control payments; (xi) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$100,000; (xii) that limits or restricts (A) the ability of the Company or any of the GoviEx Subsidiaries to engage in any line of business or carry on business in any geographic area, or (B) the scope of persons to whom the Company or any of the GoviEx Subsidiaries may sell or acquire assets, products or deliver or obtain services; (xiii) providing for a royalty, stream or similar arrangement or economically equivalent arrangement in respect of any Property; (xiv) any standstill or similar provision restricting the ability of the Company or any of the GoviEx Subsidiaries to offer to purchase or purchase the assets or equity securities of another person; (xv) that provides for indemnification by the Company or any of the GoviEx Subsidiaries or the assumption of any Tax, environmental, or other liability of any person; (xvi) that is made out of the ordinary course of business; (xvii) (A) which is a mining concession, lease or claim in respect of the Key Properties, or an earn-in, back-in, right of first offer or refusal in respect of the Key Properties or (B) that is material to the Company and related to the operation of, or the exploitation, extraction, development or production of gold from, the Key Properties; or (xvii) that is otherwise material to the Company or any of the GoviEx Subsidiaries; and, for greater certainty, includes the GoviEx Material Contracts listed in the GoviEx Disclosure Letter.

**“GoviEx Option In-The-Money Amount”** means, in respect of a GoviEx Option, the amount, if any, by which the total fair market value of the GoviEx Shares that a holder is entitled to acquire on exercise of the GoviEx Option immediately before the Effective Time exceeds the aggregate exercise price to acquire such GoviEx Shares at that time.

**“GoviEx Options”** means the outstanding stock options to purchase GoviEx Shares granted under the GoviEx Stock Option Plan.

**“GoviEx Security”** means a GoviEx Share, a GoviEx Option and a GoviEx Warrant.

**“GoviEx Securityholders”** means, collectively, the GoviEx Shareholders, the Optionholders and Warrantholders, and **“GoviEx Securityholder”** means any one of them.

**“GoviEx Senior Management”** means Govind Friedland, Executive Chairman, Daniel J. Major, CEO, Lei Wang, CFO, and Rodrigo Romo, Corporate Secretary;

**“GoviEx Share”** means a Class A common share in the capital of the Company.

**“GoviEx Shareholders”** means the holders of GoviEx Shares.

**“GoviEx Special Committee”** means the special committee established by the GoviEx Board in connection with the transactions contemplated by the Arrangement Agreement;

**“GoviEx Stock Option Plan”** means the share purchase option plan of the Company amended and restated November 2, 2009, November 10, 2011, March 22, 2012, August 23, 2012, March 25, 2014, June 29, 2016, April 20, 2018, May 17, 2022, and July 31, 2024, as most recently approved by the Company’s Shareholders on June 27, 2025.

**“GoviEx Subsidiaries”** means (i) Rockgate Capital Corp. (British Columbia), (ii) GoviEx Uranium (Zambia) Limited (Bermuda), (iii) Chirundu Joint Venture Zambia Limited (Zambia), (iv) Muchinga Energy Resources Limited (Zambia), (v) GoviEx Uranium Zambia Limited (Zambia), (vi) GoviEx Niger Holdings Ltd. (BVI), (vii) GoviEx Niger S.A. (Niger), (viii) Compagnie Minière Madaouela S.A. (Niger) (80% owned), and (ix) Vectra Exploration Limited (Zambia) and **“GoviEx Subsidiary”** means any one of them.

**“GoviEx Termination Fee”** means an amount equal to Tombador’s reasonable legal and other professional costs that have been properly incurred in connection with the transactions contemplated by the Arrangement Agreement, subject to a maximum of A\$600,000.

**“GoviEx Termination Fee Event”** has the meaning ascribed thereto in Section 5.7(2) of the Arrangement Agreement.

**“GoviEx Warrants”** means the outstanding share purchase warrants to purchase GoviEx Shares, being the outstanding GoviEx 2022 Financing Warrants, GoviEx 2023 Warrants and GoviEx 2025 Warrants.

**“Holder”** has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations”*.

**“IFRS”** means (i) when used in respect of GoviEx, IFRS Accounting Standards as issued by the International Accounting Standards Board and (ii) when used in respect of Tombador, Australian-adopted International Accounting Standards as issued by the International Accounting Standards Board and Interpretations (collectively IASs) and with those parts of the [Corporations Act] applicable to companies reporting under IASs, each at the relevant time applied on a consistent basis.

**“Interim Order”** means the order of the Court attached hereto as Appendix C, contemplated by Section 2.2 of the Arrangement Agreement and made pursuant to Section 291 of the BCBCA, in a form and substance acceptable to both GoviEx and Tombador, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be amended, modified, supplemented or varied by the Court (provided that any such amendment, modification, supplement or variation is acceptable to both GoviEx and Tombador, each acting reasonably).

**“Intermediary”** means, collectively, a broker, investment dealer, bank, trust company, nominee or other intermediary.

**“Issue Price”** means the issue price of the Capital Raising Shares.

**“Joint Venture”** means a joint venture, partnership or other similar arrangement, whether in corporate, partnership, contractual or other legal form, in which a Party or any of the Subsidiaries directly or indirectly holds voting shares, equity interests or other rights of participation but which is not a subsidiary of such Party, and any subsidiary of any such entity.

**“Key Property”** means the Muntanga Project located in Zambia.

**“Key Regulatory Approvals”** means those sanctions, rulings, consents, orders, exemptions, Permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Authorities in Canada, Australia, Zambia and those jurisdictions where either Party conducts material operations, including TSXV acceptance for filing of the Arrangement, the TSXV approving the delisting of the GoviEx Shares, and the ASX approving the admission to the ASX of the Consideration Shares and the other Tombador Shares.

**“km”** means kilometers.

**“Law”** or **“Laws”** means all laws, statutes, treaties, conventions, codes, ordinances (including zoning), decrees, rules, regulations, by-laws, notices, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, settlements, writs, assessments, arbitration awards, rulings, determinations or awards, decrees or policies, guidelines, protocols or other requirements of any Governmental Authority having the force of law and any legal requirements arising under the common law or principles of law or equity, and the term “applicable” with respect to such Laws and, in the context that refers to any person, means such Laws as are applicable at the relevant time or times to such person or its business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over such person or its business, undertaking, property or securities.

**“Letter of Transmittal”** means the letter of transmittal and election form to be sent to the Registered Shareholders for use in connection with the Arrangement.

**“Liens”** means any mortgage, hypothec, prior claim, lease, sublease, easement, encroachment, servitude, lien, pledge, assignment for security, security interest, deemed statutory trust for Taxes, option, right of first offer or first refusal or other charge or encumbrance of any kind.

**“Madaouela Litigation”** means the arbitration proceedings commenced by GoviEx and its wholly-owned BVI subsidiary, GoviEx Niger Holdings Ltd., against the Republic of the Niger under the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States following the decision by Niger in July 2024 to deprive GoviEx of its rights under a mining permit granted in the name of GoviEx Niger Holdings Ltd. for GoviEx’s Madaouela Project.

**“Matador”** or **“Matador Capital”** means Matador Capital Pty Ltd.

**“Matador Investment”** means the purchase by Matador and/or its nominee through a single vehicle from Tombador of 2,772,183 Tombador Shares.

**“Matador Participation”** means the investment by Matador and/or its nominees in Tombador Shares, comprised of the Matador Investment and Matador Sell Down, resulting in Matador and/or its nominees owning 4.53% of the Tombador Shares issued and outstanding following completion of the Arrangement and Tombador Capital Raising (assuming the Maximum Subscription).

**“Matador Sell Down”** means the purchase by Matador and/or its nominees of 14,492,754 Tombador Shares from Colomi.

**“material fact”** has the meaning ascribed thereto in the *Securities Act*.

**“Maximum Subscription”** means the maximum amount to be raised under the Tombador Capital Raising, being A\$10,000,000 at a minimum issue price of A\$0.28 per Tombador Share.

**“Meeting”** means the special meeting of the GoviEx Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order for the purpose of considering and, if thought fit, approving the Arrangement Resolution.

**“MI 61-101”** means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

**“Mineral Rights”** means any right to explore, develop, mine or process minerals or metals, including prospecting licenses, mining claims, mining leases, mining concessions and mine development agreements.

**“Minimum Subscription”** means the minimum amount to be raised under the Tombador Capital Raising, being A\$5,000,000 at a minimum issue price of A\$0.28 per Tombador Share.

**“MRC”** means the Mineral Regulation Commission of the Republic of Zambia.

**“Muntanga Project”** means the following licenses in Zambia 13880-HQ-LML (expiry March 25, 2035); 13881-HQ-LML (expiry March 25, 2035); 12634-HQ-LML (expiry October 08, 2034); 38555-HQ-LML (expiry January 08, 2050); 22075-HQ-LEL (expiry July 17, 2027); and 22803-HQ-LEL (expiry February 4, 2026) held by the GoviEx Subsidiaries; and 32188-HQ-LEL (expiry June 18, 2027) subject to the Earn-in Option Agreement.

**“Muntanga Technical Report”** means “*NI 43-101 Technical Report: Feasibility Study of the Muntanga Uranium Project, Zambia*” dated March 7, 2025 with an effective date of January 23, 2025 prepared by Ukwazi Transaction Advisory (Pty) Ltd, SRK Consulting (UK) Limited, SGS Bateman (Pty) Ltd and Cresco Global Ltd.

**“NBIO”** has the meaning ascribed thereto in “*The Arrangement – Background to the Arrangement*”.

**“NI 43-101”** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

**“NI 45-106”** means National Instrument 45-106 – *Prospectus Exemptions*.

**“NOBO”** has the meaning ascribed thereto in “*Information Concerning The Meeting – Advice to Beneficial (Non-*

*Registered) Securityholders*".

**"Non-Resident Holder"** has the meaning ascribed thereto in *"Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada"*.

**"Notary Dispute"** means the dispute between GoviEx and Maitre Douma Ibrahim Issaka ("Douma") with respect to XOF 257 million (including taxes) (approximately C\$624,500) in notary fees billed by Douma in 2019 related to the establishment of the Nigerien GoviEx Subsidiary Compagnie Miniere Madaouela S.A. (80% owned). GoviEx disputed the charges and commenced legal action in Niger;

**"Notice of Dissent"** has the meaning ascribed thereto in *"The Arrangement – Dissenting Shareholders' Rights"*.

**"Notice of Meeting"** means the notice of the Meeting that Registered Securityholders as of the Record Date are entitled to receive.

**"Notice Shares"** has the meaning ascribed thereto in *"The Arrangement – Dissenting Shareholders' Rights"*.

**"NRF"** means Norton Rose Fulbright Canada LLP.

**"OBO"** has the meaning ascribed thereto in *"Information Concerning The Meeting – Advice to Beneficial (Non-Registered) Securityholders"*.

**"Optionholders"** means the holders of GoviEx Options.

**"ordinary course of business"**, or any similar reference, means, with respect to an action taken by a person, that such action is consistent with the past practices of such person and is taken in the ordinary course of the normal day-to-day business and operations of such person; provided that in any event such action is not unreasonable or unusual in the circumstances of such case.

**"OTCQB"** means the OTCQB® Venture Market of the OTC Markets.

**"Outside Date"** means December 31, 2025 or such later date as may be agreed to in writing by the Parties.

**"Parties"** means GoviEx and Tombador and **"Party"** means any of them.

**"Permit"** means any concession, grant, lease, license, permit, certificate, consent, decree, order, direction, approval, classification, registration, waiver, exemption, agreement or other authorization of or from any Governmental Authority, including those permits comprising the Muntanga Project.

**"Permitted GoviEx Securities"** means up to 381,573,893 GoviEx Shares issuable pursuant to the terms of the GoviEx Options and GoviEx Warrants in existence as of the date hereof.

**"Permitted Tombador Securities"** means up to 290,000 Tombador Shares issuable pursuant to the terms of the 190,000 Tombador Options and the 100,000 Tombador Performance Rights in existence as of the date hereof and Tombador Shares and additional options and warrants of Tombador to be issued on Re-compliance, including 5,000,000 Tombador Shares to each of Matador and Yelverton Capital.

**"person"** includes an individual, sole proprietorship, corporation, body corporate, incorporated or unincorporated association, syndicate or organization, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, joint stock company, trust, natural person in his or her capacity as trustee, executor, administrator or other legal representative, a government or Governmental Authority or other entity, whether or not having legal status.

**"Plan of Arrangement"** means the plan of arrangement, substantially in the form of Appendix B, and any amendments or variations thereto made in accordance with the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Interim Order or the Final Order with the consent of the Company and Tombador, each acting reasonably.

**“Proceeding”** means any court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, investigation or inquiry before or by any Governmental Authority, or any claims, actions, suits, arbitrations, charges, indictments, hearings or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding.

**“Property”** means the Key Property and the other properties listed in the GoviEx Disclosure Letter.

**“Proposed Amendments”** has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations”*.

**“Re-compliance”** means Tombador re-complying with the admission requirements of the ASX under Chapters 1 and 2 of the ASX Listing Rules to enable the Tombador Shares to be reinstated to official quotation on ASX;

**“Record Date”** means the record date for determining the GoviEx Securityholders entitled to receive notice of and to vote at the Meeting, being the close of business on September 4, 2025 (Vancouver time).

**“Registered Plan”** has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Eligibility for Investment by Registered Plans”*.

**“Registered Securityholder”** means a registered holder of GoviEx Securities as recorded in the central securities register of the Company.

**“Registered Shareholder”** means a registered holder of GoviEx Shares as recorded in the shareholder register of the Company.

**“Regulation S”** means Regulation S under the U.S. Securities Act, as the same has been, and hereinafter from time to time may be, amended.

**“Regulatory Approvals”** has the meaning ascribed thereto in *“The Arrangement – Regulatory and Securities Law Matters – Stock Exchange and Other Regulatory Approvals”*.

**“Replacement Option”** means an option or right to purchase Tombador Shares granted by Tombador in replacement of the GoviEx Options and GoviEx Warrants pursuant to the Plan of Arrangement.

**“Replacement Option In-The-Money Amount”** means, in respect of a Replacement Option, the amount, if any, by which the total fair market value of the Tombador Shares that a holder is entitled to acquire on exercise of the Replacement Option at and from the Effective Time exceeds the aggregate exercise price to acquire such Tombador Shares at that time.

**“Representatives”** means collectively, in respect of a person, its subsidiaries and its affiliates and its and their officers, directors, employees, consultants, advisors, agents or other representatives (including financial, legal or other advisors).

**“Required Shareholder and Securityholder Approval”** means the approval of the Arrangement Resolution of (i) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Share entitling a GoviEx Shareholder to one vote, and (ii) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Securityholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Security entitling a GoviEx Securityholder to one vote, which is to be considered at the Meeting and is to be substantially in the form and content of Schedule B to the Arrangement Agreement.

**“Resident Holder”** has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada”*.

**“Returns”** means all reports, forms, elections, information statements and returns (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto relating to, or required to be filed or prepared by Law in connection with any Taxes.

“**Revised NBIO**” has the meaning ascribed thereto in “*The Arrangement – Background to the Arrangement*”.

“**SEC**” means the United States Securities and Exchange Commission.

“**Section 3(a)(10) Exemption**” means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof.

“**Securities Act**” means the *Securities Act (British Columbia)* and the rules, regulations, forms and published instruments, policies, bulletins and notices made thereunder.

“**Securities Laws**” means the Securities Act and all other applicable Canadian provincial and territorial securities Laws.

“**Securityholders**” means, collectively, the GoviEx Shareholders, the Optionholders and Warrantholders, and “**Securityholder**” means any one of them.

“**SEDAR+**” means the System for Electronic Document Analysis and Retrieval +.

“**Senior Officer**” has the meaning ascribed thereto in Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

“**Special Committee**” means the committee of independent directors established by the GoviEx Board in connection with the transactions contemplated by the Arrangement Agreement.

“**Stifel Canada**” means Stifel Nicolaus Canada Inc.

“**Subsidiary**” means, with respect to a specified entity, any:

- (a) corporation of which issued and outstanding voting securities of such corporation to which are attached more than 50% of the votes that may be cast to elect directors of the corporation (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are owned by such specified entity and the votes attached to those voting securities are sufficient, if exercised, to elect a majority of the directors of such corporation;
- (b) partnership, unlimited liability company, joint venture or other similar entity in which such specified entity has more than 50% of the equity interests and the power to direct the policies, management and affairs thereof; and
- (c) a subsidiary (as defined in clauses (a) and (b) above) of any subsidiary (as so defined) of such specified entity.

“**Superior Proposal**” means any unsolicited bona fide written Acquisition Proposal from a person who is an arm’s length third party of GoviEx (other than Tombador), made after the date of the Arrangement Agreement, to acquire not less than all of the outstanding GoviEx Shares or all or substantially all of the assets of GoviEx and which:

- (a) the GoviEx Board has determined in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal would, taking into account all of the terms and conditions of such Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the person making such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction which is (i) in the best interests of GoviEx; and (ii) is more favourable to the GoviEx Shareholders from a financial point of view than the Arrangement (taking into account any amendments to the Arrangement Agreement and the Arrangement proposed by Tombador pursuant to section 5.5 of the Arrangement Agreement;
- (b) is made available to all of the GoviEx Shareholders on the same terms and conditions; and
- (c) is not subject to any financing condition, due diligence or access condition.



**“Support Agreements”** means the agreements to vote, or use best efforts to cause to be voted, their GoviEx Shares in favour of the Arrangement from certain GoviEx Securityholders, including each of the Company’s directors and officers as well as certain significant shareholders of the Company.

**“Supporting Securityholders”** means the persons, other than Tombador, who are party to the GoviEx Support Agreements.

**“Tax” or “Taxes”** means (a) any and all taxes, dues, duties, rates, imposts, fees, levies, other assessments, tariffs, charges or obligations of the same or similar nature, however denominated, imposed, assessed or collected by any Governmental Authority, including all income taxes, including any tax on or based on net income, gross income, income as specifically defined, earnings, gross receipts, capital gains, profits, business royalty or selected items of income, earnings or profits, and specifically including any federal, provincial, state, territorial, county, municipal, local or foreign taxes, state profit share taxes, windfall or excess profit taxes, capital taxes, royalty taxes, production taxes, payroll taxes, health taxes, employment taxes, withholding taxes, sales taxes, use taxes, goods and services taxes, custom duties, value added taxes, ad valorem taxes, excise taxes, alternative or add-on minimum taxes, franchise taxes, gross receipts taxes, licence taxes, occupation taxes, real and personal property taxes, stamp taxes, anti-dumping taxes, countervailing taxes, occupation taxes, environment taxes, transfer taxes, and employment or unemployment insurance premiums, social insurance premiums and worker’s compensation premiums and pension (including Canada Pension Plan) payments, and other taxes, fees, imposts, assessments or charges of any kind whatsoever; (b) any interest, penalties, additional taxes, fines and other charges and additions that may become payable on or in respect of amounts of the type described in clause (a) above or this clause (b); (c) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (d) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of any express or implied obligation to indemnify any other person or as a result of being a transferee or successor in interest to any party;

**“Tax Act”** means the *Income Tax Act* (Canada) and the regulations thereunder, as amended.

**“taxable capital gain”** has the meaning ascribed thereto in *“Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Taxation of Capital Gains and Capital Losses”*.

**“Title Opinion”** means the title opinion in respect of the Key Property dated August 17, 2025 delivered by counsel to Tombador.

**“Tombador”** means Tombador Iron Limited, a corporation incorporated under the laws of Australia.

**“Tombador Re-Compliance Prospectus”** means the document comprising a Re-Compliance Prospectus relating to, amongst other things, the Tombador Capital Raising, to be prepared in accordance with the ASX Listing Rules by Tombador and including the notice of the Tombador Meeting to approve the Tombador Shareholder Resolutions, amongst other matters.

**“Tombador Board”** means the Board of directors of Tombador, as constituted from time to time.

**“Tombador Board Recommendation”** has the meaning ascribed thereto in Section 2.8(2) of the Arrangement Agreement.

**“Tombador Capital Raising”** means the capital raising by way of public offer to be conducted by Tombador for a minimum amount of A\$5,000,000 and a maximum amount of A\$10,000,000 (before costs) at a minimum price of A\$0.28 per Tombador Share;

**“Tombador Change in Recommendation”** means (A) the Tombador Board fails to unanimously recommend that the Tombador Shareholders vote in favour of each of the Tombador Shareholder Resolutions or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the Tombador Board Recommendation; (B) the Tombador Board fails to publicly recommend or reaffirm the Tombador Board Recommendation within five (5) Business Days after having been requested in writing by GoviEx to do so; (C) the Tombador Board accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend a Tombador Acquisition Proposal or takes no position or remains neutral with respect to a publicly announced, or otherwise publicly disclosed Tombador Acquisition Proposal for more than five (5) Business Days (or

beyond the date which is one day prior to the Tombador Meeting); or (D) the Tombador Board accepts or enters into or publicly proposes to accept or enter into any agreement, understanding or arrangement in respect of a Tombador Acquisition Proposal.

**“Tombador Disclosure Letter”** means the disclosure letter from Tombador to GoviEx dated the date of the Arrangement Agreement regarding the Arrangement Agreement, together with the documents listed in the index annexed thereto, that has been executed by Tombador and delivered to GoviEx with the Arrangement Agreement.

**“Tombador Material Adverse Effect”** means any fact, state of facts, change, effect, event, circumstance, occurrence or development that individually or in the aggregate with other such facts, state of facts, changes, effects, events, circumstances, occurrences or developments, is or could reasonably be expected to be material and adverse to the business, operations, results of operations, capitalization, assets, properties. Liabilities (including any contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), or condition (financial or otherwise) of Tombador and the Tombador Subsidiary, taken as a whole, except any such fact, state of facts, change, effect, event, circumstance, occurrence or development resulting from:

- (a) any change, development or condition in or relating to political, economic or financial or capital market conditions;
- (b) any change in Law or the interpretation, application or non-application of any Law by any governmental Authority or IFRS;
- (c) any change affecting the global mining industry as a whole;
- (d) any outbreak or escalation of hostilities or wars or acts of terrorism or any natural disaster or general outbreaks of illness;
- (e) the negotiation, execution, announcement, consummation or pendency of the Arrangement Agreement, including any lawsuit in respect of the Arrangement Agreement or the transactions contemplated hereby;
- (f) any action taken (or omitted to be taken) at the written request, or with the prior written consent, of GoviEx, or any action omitted to be taken as a result of the refusal of GoviEx to provide a consent required by Tombador to such action;
- (g) any action taken (or omitted to be taken) by Tombador or any of its subsidiaries that is required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement; or
- (h) a change in the market price or trading volume of the Tombador Shares as a result of the announcement of the execution of the Arrangement Agreement or of the transactions contemplated hereby;

provided, however, that each of clauses (a) through (d) above shall not apply to the extent that any of the changes, developments, conditions or occurrences referred to therein relate primarily to (or have the effect of relating primarily to) Tombador and its Subsidiaries or disproportionately adversely affect, Tombador and its Subsidiaries in comparison to other comparable persons who operate in the industry in which Tombador and its Subsidiaries operate and provided further, however, that references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a Tombador Material Adverse Effect has occurred.

**“Tombador Material Contract”** means any Contract of Tombador or the Tombador Subsidiary: (i) that if terminated or modified or if it ceased to be in effect, could reasonably be expected to have a Tombador Material Adverse Effect; (ii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money; (iii) under which indebtedness of Tombador or the Tombador Subsidiary for borrowed money is outstanding or may be incurred or pursuant to which any property or asset of Tombador or the Tombador Subsidiary is mortgaged, pledged or otherwise subject to a Lien securing indebtedness; (iv) restricting the incurrence of indebtedness by Tombador or the Tombador Subsidiary (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of Tombador or the Tombador Subsidiary, or restricting the payment of dividends by Tombador or the Tombador Subsidiary; (v) under which Tombador or the Tombador Subsidiary is obligated to make or expects to receive payments in excess of \$100,000 over the remaining term; (vi)

providing for the establishment, investment in, organization or formation of any Joint Venture, strategic relationship, limited liability company or partnership; any shareholders or stockholders agreements, registration rights agreements, voting trusts, proxies or similar agreements, arrangements or commitments with respect to any shares or other equity interests of Tombador or the Tombador Subsidiary or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of Tombador or the Tombador Subsidiary; (viii) that creates an exclusive dealing arrangement or right of first offer or refusal or similar rights or terms to any person; (ix) with a Governmental Authority; (x) providing for employment, severance or change in control payments; (xi) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$100,000; (xii) that limits or restricts (A) the ability of Tombador or the Tombador Subsidiary to engage in any line of business or carry on business in any geographic area, or (B) the scope of persons to whom Tombador or the Tombador Subsidiary may sell or acquire assets, products or deliver or obtain services; (xiii) providing for a royalty, stream or similar arrangement or economically equivalent arrangement in respect of any property of Tombador; (xiv) any standstill or similar provision restricting the ability of Tombador or the Tombador Subsidiary to offer to purchase or purchase the assets or equity securities of another person; (xv) that provides for indemnification by Tombador or the Tombador Subsidiary or the assumption of any Tax, environmental, or other liability of any person; (xvi) that is made out of the ordinary course of business; or (xvii) that is otherwise material to Tombador or the Tombador Subsidiary; and, for greater certainty, includes the Tombador Material Contracts listed in the Tombador Disclosure Letter.

**“Tombador Meeting”** means the general meeting of the Tombador Shareholders to obtain all necessary approvals required by Australian Securities Laws in relation to the Arrangement and the Re-compliance including, without limitation, the Tombador Shareholder Resolutions.

**“Tombador Meeting Materials”** means an explanatory memorandum and notice of meeting for the purposes of the Tombador Meeting.

**“Tombador Options”** means the outstanding options to purchase Tombador Shares.

**“Tombador Performance Rights”** means the outstanding performance rights convertible into Tombador Shares;

**“Tombador Re-Compliance Prospectus”** means the disclosure document to be lodged by Tombador with ASIC for the purposes of the Tombador Capital Raising and the Re-compliance;

**“Tombador Senior Management”** means Stephen Quantrill and Abby Macnish Niven.

**“Tombador Shareholder”** means a holder of one or more Tombador Shares.

**“Tombador Shareholder Approval”** means the passing at the Tombador Meeting of, amongst other things, the Tombador Shareholder Resolutions without material amendment;

**“Tombador Shareholder Resolutions”** means the essential resolutions to be considered at the Tombador Meeting in relation to the Arrangement and the Re-compliance, including:

- (a) ASX Listing Rule 7.1 approval for the issue of the Consideration Securities;
- (b) ASX Listing Rule 7.1 approval for the issue of the Tombador Shares pursuant to the Tombador Capital Raising; and
- (c) ASX Listing Rule 11.1.2 approval for the change of the nature and scale of Tombador as a result of the acquisition of GoviEx;
- (d) approval for the appointment of Govind Friedland, Eric Krafft and Keith Bowes as directors of Tombador with effect on and from completion of the Arrangement and the Re-compliance; and
- (e) approval for the issue of 5,000,000 Tombador Shares to each of Matador and Yelverton Capital.

**“Tombador Shares”** means the ordinary shares in the capital of Tombador.

**“Tombador Subsidiary”** means Tombador Iron Singapore Pte Ltd.

**“Tombador Termination Fee”** means an amount equal to the Company’s reasonable legal and other professional costs that have been properly incurred in connection with the transactions contemplated by the Arrangement Agreement, subject to a maximum of A\$600,000.

**“Tombador Termination Fee Event”** has the meaning ascribed thereto in Section 5.8(2) of the Arrangement Agreement.

**“Transaction”** means the direct or indirect acquisition of the issued and outstanding GoviEx Securities by Tombador pursuant to a reverse takeover transaction as contemplated by the Arrangement Agreement.

**“Transfer”** has the meaning ascribed thereto in *The Arrangement – Support Agreements*.

**“Transfer Agent”** means Computershare Investor Services Inc., in its capacity as transfer agent and registrar to the Company.

**“Treasury Regulations”** means the U.S. Tax Code, existing final, temporary and proposed U.S. Treasury Department regulations promulgated thereunder.

**“TSXV”** means the TSX Venture Exchange.

**“U.S. Exchange Act”** means the *United States Securities Exchange Act of 1934* and the rules and regulations promulgated thereunder, as the same have been, and hereinafter from time to time may be, amended.

**“U.S. Holder”** means a beneficial owner of GoviEx Shares at the time of the Arrangement and, to the extent applicable, Tombador Shares following the Arrangement, that is:

- an individual who is a citizen or resident of the United States, as determined for U.S. federal income tax purposes;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in the United States or under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is includible in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust if (1) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. Persons have the authority to control all substantial decisions of the trust, or (2) the trust has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. Person for U.S. federal income tax purposes.

**“U.S. Person”** has the meaning ascribed thereto in Rule 902 of Regulation S. Without limiting the foregoing, the term U.S. Person generally includes, without limitation, an individual resident in the United States, a corporation or partnership that is incorporated or organized in the United States, and a trust or estate of which any trustee, executor or administrator is a U.S. Person.

**“U.S. Securities Act”** means the *United States Securities Act of 1933* and the rules and regulations promulgated thereunder, as the same have been, and hereinafter from time to time may be, amended.

**“U.S. Securities Laws”** means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act and the U.S. Exchange Act, and the rules and regulations promulgated thereunder, including judicial and administrative interpretations thereof, and the securities laws of the states of the United States.

**“U.S. Securityholders”** has the meaning ascribed thereto in *“The Arrangement – Regulatory and Securities Law Matters – United States Securities Law Matters.”*

**“U.S. Tax Code”** means the U.S. Internal Revenue Code of 1986, as the same as been, and hereinafter from time to time may be, amended.

**“U.S. Treasury Department”** means the United States Department of the Treasury.

**“United States”** or **“U.S.”** means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

**“VIF”** means voting instruction form.

**“Warrant Agent”** means Computershare Trust Company of Canada.

**“Warrantholders”** means the holders of GoviEx Warrants.

**“Yelverton Capital”** means Yelverton Capital Pty Ltd.

## SUMMARY

The following information is a summary of the contents of this Circular. This summary is provided for convenience only and the information contained in this summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information and financial data and statements contained, or incorporated by reference, elsewhere in this Circular. Capitalized terms in this summary have the meaning set out in the “*Glossary of Terms*” or as set out herein. The full text of the Arrangement Agreement is available under the Company’s profile on SEDAR+ ([www.sedarplus.ca](http://www.sedarplus.ca)).

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|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date, Time and Place of Meeting</b> | The Meeting will be held on October 24, 2025 at 11:00 a.m. (Vancouver time) at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, British Columbia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>The Record Date</b>                 | The Record Date for determining the GoviEx Securityholders entitled to receive notice of and to vote at the Meeting is as of the close of business (Vancouver time) on September 4, 2025.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Purpose of the Meeting</b>          | At the Meeting, GoviEx Securityholders will be asked to consider and, if deemed acceptable, to pass, with or without variation, the Arrangement Resolution. The approval of the Arrangement Resolution will require the Required Shareholder and Securityholder Approvals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>The Arrangement</b>                 | <p>The purpose of the Arrangement is to effect the acquisition of the Company by Tombador. If the Arrangement Resolution is approved with the Required Shareholder and Securityholder Approvals and all other conditions to the closing of the Arrangement are satisfied or waived, the Arrangement will be implemented by way of a court-approved plan of arrangement under the BCBCA.</p> <p>Commencing at the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, without any further authorization, act or formality, in each case, unless stated otherwise, effective as at one-minute intervals starting at the Effective Time:</p> <ul style="list-style-type: none"><li>(a) each GoviEx Share held by a Dissenting Shareholder shall be, and shall be deemed to be, transferred and assigned by the holder thereof, without any further act or formality on its part, free and clear of all Encumbrances, to the Company in accordance with, and for the consideration set forth in, Article 3 of the Plan of Arrangement and<ul style="list-style-type: none"><li>i. the Dissenting Shareholder shall cease to be the holder thereof,</li><li>ii. the name of the Dissenting Shareholder shall be removed from the central securities register maintained by or on behalf of GoviEx in respect of the GoviEx Shares as holder of such GoviEx Shares, such GoviEx Shares shall be cancelled and cease to be outstanding, and the Company shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 3.01 of the Plan of Arrangement,</li><li>iii. the Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to effect the transfer thereof, and</li><li>iv. such Dissenting Shareholders will cease to have any rights as a GoviEx Shareholder other than the right to be paid the fair value for their GoviEx Shares by the Company, and</li></ul></li><li>(b) each GoviEx Share (other than any GoviEx Shares held by any Dissenting Shareholder or a GoviEx Share held by Tombador or any subsidiary of</li></ul> |

Tombador) shall be, and shall be deemed to be, transferred and assigned to Tombador without any further act or formality on its part (free and clear of any Encumbrance) in exchange for the Consideration payable by the Company for each GoviEx Share held, and

- i. the GoviEx Shareholder shall cease to be the holder thereof,
  - ii. the name of any such GoviEx Shareholder shall be removed from the register maintained by or on behalf of GoviEx in respect of the GoviEx Shares,
  - iii. the GoviEx Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to effect the transfer thereof, and
  - iv. the GoviEx Shareholder will cease to have any rights as a GoviEx Shareholder other than the right to receive the Consideration that such GoviEx Shareholders are entitled to receive in accordance with Section 2.03(b) of the Plan of Arrangement; and
  - v. the name of Tombador shall be added to the central securities register maintained by or on behalf of GoviEx in respect of GoviEx Shares as the holder thereof; and
- (c) each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be transferred to Tombador in exchange for an option (each a **"Replacement Option"**) to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Option. Following the transfer of the outstanding GoviEx Options to Tombador and issuance of the Replacement Options as set out herein, and notwithstanding any vesting or exercise provisions to which GoviEx Options might otherwise be subject (whether by contract, the terms and conditions of any award agreement, stock option plan or certificate representing such securities, or applicable Law) the transferred GoviEx Options shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option, including the vesting terms and conditions to and manner of exercising, will be the same as the GoviEx Option so exchanged, and shall be governed by terms equivalent to the terms of the GoviEx Stock Option Plan, and any document evidencing a GoviEx Option shall thereafter evidence and be deemed to evidence such Replacement Option exchanged therefor and no certificates evidencing the Replacement Options will be issued. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Option In-The-Money Amount in respect of the GoviEx Option, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Option In-The-Money Amount in respect of the GoviEx Option; and

- (d) each GoviEx Warrant shall, without any further action on the part of any holder thereof, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, shall be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Warrant. Following the transfer of the outstanding GoviEx Warrants to Tombador and issuance of the Replacement Options as set out herein, and notwithstanding any exercise provisions to which a GoviEx Warrant might otherwise be subject (whether by contract, the terms and conditions of any indenture or certificate representing such securities, or applicable Law), the transferred GoviEx Warrants shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option will be the same as the GoviEx Warrant so exchanged). Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant.

See “*The Arrangement*” in this Circular.

**Effect of the Arrangement**

Pursuant to the Arrangement, all issued and outstanding GoviEx Shares (other than GoviEx Shares owned by Tombador or a subsidiary or acquired by the Company from a Dissenting Shareholder under Section 3.01 of the Plan of Arrangement) will be transferred to Tombador in exchange for 0.2534 Tombador Shares per GoviEx Share.

**Replacement Options for GoviEx Options**

Each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) 0.2534, multiplied by (B) the number of GoviEx Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Option. Following the transfer of the outstanding GoviEx Options to Tombador and issuance of the Replacement Options as set out herein, and notwithstanding any vesting or exercise provisions to which GoviEx Options might otherwise be subject (whether by contract, the terms and conditions of any award agreement, stock option plan or certificate representing such securities, or applicable Law) the transferred GoviEx Options shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option, including the vesting terms and conditions to and manner of exercising, will be the same as the GoviEx Option so exchanged, and shall be governed by terms equivalent to the terms of the GoviEx Stock Option Plan, and any document evidencing a GoviEx Option shall thereafter evidence and be deemed to evidence such Replacement Option. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Option In-The-



Money Amount in respect of the GoviEx Option, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Option In-The-Money Amount in respect of the GoviEx Option.

Optionholders who intend to exercise vested GoviEx Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date.

As at September 9, 2025, being the date immediately preceding the date of this Circular, an aggregate of 54,026,294 GoviEx Options were outstanding.

See “*The Arrangement – Exchange of GoviEx Securities – Treatment of Options*” in this Circular.

**Replacement  
Options for GoviEx  
Warrants**

Each GoviEx Warrant outstanding immediately prior to the Effective Time will, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Warrant. Following the transfer of the outstanding GoviEx Warrants to Tombador and issuance of the Replacement Options as set out herein, and notwithstanding any exercise provisions to which a GoviEx Warrant might otherwise be subject (whether by contract, the terms and conditions of any indenture or certificate representing such securities, or applicable Law), the transferred GoviEx Warrants shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option will be the same as the GoviEx Warrant so exchanged). Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant.

Warrantholders who intend to exercise GoviEx Warrants in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date.

As at September 9, 2025, being the date immediately preceding the date of this Circular, an aggregate of 324,395,349 GoviEx Warrants were outstanding.

See “*The Arrangement – Exchange of GoviEx Securities – Treatment of Warrants*” in this Circular.

**Recommendation  
of the GoviEx  
Board**

Based on its considerations and investigations, including consultation with management and its legal advisors, a thorough review of the Arrangement Agreement, receipt of the Fairness Opinion and the recommendations from the Special Committee, and its own deliberations, the GoviEx Board unanimously determined that the Arrangement is in the best interests of the Company is fair and reasonable to the

GoviEx Securityholders. **Accordingly, the GoviEx Board unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the GoviEx Securityholders vote FOR the Arrangement Resolution.** Each director and officer of the Company intends to vote all of such director's and officer's GoviEx Shares **FOR** the Arrangement Resolution.

The provisions of the Arrangement Agreement are the result of negotiations between the Company and Tombador and their respective legal advisors. See *"The Arrangement – Background to the Arrangement"* in this Circular.

#### **Reasons for the Arrangement**

In the course of their evaluation, the Special Committee and the GoviEx Board carefully considered a variety of factors with respect to the Arrangement including, among others, the following:

- (a) **Access to Capital.** If the Arrangement is completed, the Combined Company, through the Combined Company's listing on the ASX, will benefit from a direct access to the Australian international capital markets and to a broader range of investors, including a range of institutional investors, and the Muntanga Project will be increasingly visible to Australian & Asia-Pacific investors;
- (b) **Additional Funding.** As part of the conditions to the Arrangement Agreement, Tombador must raise a minimum of A\$5,000,000 (before costs) via a public offer of Tombador Shares, for which Matador must transfer no later than September 5, 2025 (which has occurred) a sum of A\$1,000,000 in escrow to be applied towards such capital raise, and Matador must purchase an additional 2,772,183 Tombador Shares, which will provide the Combined Company with additional funding to support its strategy following the completion of the Arrangement;
- (c) **Strong Cash Balance.** As a result of the Arrangement, the Combined Company is expected to be well capitalized with a projected cash balance between A\$19.4 million and A\$24.4 million at completion of the Arrangement and the Tombador Capital Raising. This assists the Combined Company to avoid short term debt. The Combined Company anticipates deploying these funds as well as other funds it raises to further its main project in Zambia, the Muntanga Project;
- (d) **Dilution to GoviEx Shareholders.** The level of dilution to GoviEx Shareholders as a result of the Arrangement is not unreasonable given the circumstances of the Company, as GoviEx Shareholders will own 75% of the Combined Company's issued and outstanding shares following completion of the Arrangement (excluding the effect of the issuance of Tombador Shares pursuant to the Tombador Capital Raising);
- (e) **Corporate Rebranding and Reset.** The Arrangement will allow a rebranding that better reflects the Company's strategic focus, market opportunity and position in the market of uranium mining companies;
- (f) **Key GoviEx and Matador Leaders.** In addition to Daniel Major becoming Chief Executive Officer of the Combined Company, Govind Friedland becoming chairman of the Combined Company and Eric Krafft being appointed to the board of directors of the Combined Company, key personnel of Matador with a track record of working with uranium mining companies on the ASX, including Grant Davey, will join the Combined Company. This will ensure continuity in the technical and strategic direction of the Combined Company;
- (g) **Review of Alternatives.** Senior management of the Company and the GoviEx

Board have engaged in numerous discussions with third parties over time to explore possible financing and/or strategic transactions that would assist in creating value for GoviEx Shareholders. The GoviEx Board considers that the Arrangement offers the best path forward for the Company at its current stage of development;

- (h) **Review of Alternative of Not Pursuing a Transaction.** The Board also considered whether the Company pursuing its standalone business strategy would be preferable to the Arrangement. The Board concluded that the Arrangement provided a better opportunity for the Company to advance the Muntanga Project and deliver value to GoviEx Securityholders;
- (i) **Supporting Securityholders.** Each of the directors and officers of GoviEx, in addition to certain significant GoviEx Securityholders, representing, in aggregate, approximately 40% of the issued and outstanding GoviEx Securities, have entered into Support Agreements with Tombador under which they have agreed to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution;
- (j) **Best Possible Terms from Tombador.** The proposed Transaction was negotiated at arms-length between the Company and Tombador resulting in terms, as reflected in the Revised NBIO, that were improved relative to the terms in the first NBIO. The Board concluded, having overseen and consulted with management of the Company, that the terms and conditions in the Arrangement Agreement, including in respect of the consideration to be received by the GoviEx Securityholders pursuant thereto, are the best that could be obtained from Tombador;
- (k) **Terms of the Arrangement Agreement; Appropriateness of Deal Protections.** The terms and conditions of the Arrangement Agreement, including the Company's and Tombador's representations, warranties and covenants and the conditions precedent to the Arrangement are reasonable in light of all applicable circumstances, and the limited nature of the conditions precedent to the Arrangement as provided by the Arrangement Agreement mean that the Arrangement is likely to be completed in accordance with its terms and within a short time period. The GoviEx Termination Fee of maximum of A\$600,000, Tombador's right to match a Superior Proposal and other deal protection measures contained in the Arrangement Agreement are appropriate for a transaction of this nature. The GoviEx Termination Fee is reasonable in the context of similar fees that have been negotiated in other transactions of comparable size and nature and should not preclude a third party from making an Acquisition Proposal;
- (l) **Tombador Termination Fee.** The Company is entitled to receive Tombador Termination Fee of a maximum of A\$600,000 if the Arrangement Agreement is terminated in the event of a breach by Tombador in certain circumstances or a failure by Tombador to consummate closing in certain circumstances;
- (m) **Limited Closing Conditions; Absence of Material Regulatory Approvals; Accelerated Timeline.** Tombador's obligation to complete the Arrangement is subject to a limited number of conditions precedent, which are reasonable under the circumstances, and the closing of the Arrangement is not subject to any material regulatory approvals (other than the ASX, the TSXV, the Zambian Mineral Regulation Commission or the Minister of Mines, as the case may be and, if required, the Zambian Competition and Consumer Protection Commission). The Arrangement is likely to be completed in accordance with its terms and within a short period of time following the receipt of required GoviEx Securityholders and Court approvals;

- (n) **Treatment of Holders of GoviEx Warrants and GoviEx Options.** The treatment of and consideration to be received by holders of GoviEx Warrants and GoviEx Options; and
- (o) **Due Diligence Report.** After considering the Due Diligence Report, the Special Committee did not identify any facts or circumstances pertaining to Tombador that would prevent the Special Committee from recommending the GoviEx Board to conduct the Arrangement.

In making their unanimous determinations and recommendations, each of the Special Committee and the GoviEx Board also observed that a number of procedural safeguards were, and are, present to allow the Special Committee and the GoviEx Board to effectively represent the interests of the Company, including, among others:

- (a) **Arm's Length Negotiations and Special Committee Oversight.** The Arrangement Agreement is the result of an extensive and robust arm's-length negotiation process with the oversight and participation of the Special Committee, which is comprised solely of independent directors who have no financial interest in the Arrangement that is different from that of the GoviEx Securityholders, and with the advice of experienced and qualified legal advisors;
- (b) **Fairness Opinion.** Stifel Canada provided the Fairness Opinion to the Special Committee and the GoviEx Board to the effect that, as at August 17, 2025, based on and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the GoviEx Shareholders. The complete texts of the Fairness Opinion is attached in Appendix E. GoviEx Securityholders are urged to read the Fairness Opinion in its entirety. See "*The Arrangement – Fairness Opinion*";
- (c) **Fiduciary Out; Ability to Respond to Unsolicited Superior Proposals.** Under the Arrangement Agreement, the GoviEx Board retains the ability, notwithstanding the non-solicitation provisions of the Arrangement Agreement, to consider and respond to unsolicited Superior Proposals prior to the approval of the Arrangement by the GoviEx Securityholders on the specific terms and conditions set forth in the Arrangement Agreement, including the payment of the GoviEx Termination Fee if the Arrangement Agreement is terminated as a result of the Company entering into a definitive agreement with respect to a Superior Proposal. In the view of the Special Committee and the Board, after receiving legal advice, the GoviEx Termination Fee is reasonable in the circumstances and would not preclude a third party from potentially making a Superior Proposal. Further, the Support Agreements entered into by the Supporting Securityholders automatically terminate in the event that the Arrangement Agreement is terminated in accordance with its terms, permitting the Supporting Securityholders to support a transaction involving a Superior Proposal;
- (d) **Required GoviEx Shareholder and Securityholder Approval.** The Arrangement will become effective only if it is approved by an affirmative vote of at least (i) 66⅔% of the votes cast by GoviEx Shareholders present in person or represented by proxy at the Meeting and (ii) 66⅔% of the votes cast by GoviEx Securityholders present in person or represented by proxy at the Meeting;
- (e) **Required Court Approval.** The Arrangement is subject to a determination of the Court that the Arrangement is fair and reasonable, both procedurally and substantively, to the GoviEx Securityholders;

- (f) **Dissent Rights.** Registered shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if validly exercised and ultimately successful, receive the fair value of their GoviEx Shares. See “*The Arrangement — Dissenting Shareholders’ Rights*”;
- (g) **Appropriate Inducements.** The GoviEx Termination Fee and Tombador’s right to match are appropriate inducements to Tombador to enter into the Arrangement Agreement;
- (h) **Fairness for Stakeholders.** The terms of the Arrangement Agreement treat stakeholders of the Company fairly in light of all relevant facts and circumstances; and
- (i) **Fairness of the Conditions Precedent.** In the Special Committee’s view, the Arrangement Agreement provides for certain conditions precedent to complete the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied.

In making their respective determinations and recommendations, the Special Committee and the GoviEx Board also considered a number of other potential risks resulting from the Arrangement and the Arrangement Agreement and other factors.

See “*The Arrangement – Reasons for the Arrangement*” in this Circular.

#### **Support Agreements**

The Supporting Securityholders have entered into the Support Agreements with Tombador pursuant to which they have agreed to, among other things, vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution. As of the date hereof, the Supporting Securityholders hold a total of approximately 560,436,221 GoviEx Securities, representing approximately 40% of the outstanding GoviEx Securities that may be voted at the Meeting.

See “*The Arrangement – Support Agreements*” in this Circular.

#### **Conditions to Completion of the Arrangement**

The implementation of the Arrangement is subject to a number of conditions being satisfied or waived by the Company or Tombador, as applicable, at or prior to the Effective Date, including the following:

- (a) the GoviEx Shareholder Approval and the GoviEx Securityholder Approval will have been obtained (and the Arrangement Resolution will have been passed) at the Meeting in accordance with the Interim Order and applicable Laws;
- (b) Tombador Shareholder approval will have been obtained at the Tombador Meeting in accordance with the ASX Listing Rules and applicable Laws;
- (c) each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of the Company and Tombador, each acting reasonably, and will not have been set aside or modified in any manner unacceptable to either the Company and Tombador, each acting reasonably, on appeal or otherwise;
- (d) the necessary conditional approvals of the TSXV to the Arrangement and the delisting of the GoviEx Shares will have been obtained;
- (e) Tombador lodging the Tombador Re-Compliance Prospectus with ASIC in respect of the Tombador Capital Raising and the Tombador Capital Raising having received all necessary approvals from Tombador Shareholders and

being completed such that Tombador has issued the Tombador Shares comprising the Tombador Capital Raising;

- (f) by no later than September 5, 2025, Matador shall have transferred, or caused to be transferred, the sum of A\$1,000,000 into the trust account of Steinepreis Paganin to be applied towards the Tombador Capital Raising ("**Escrowed Funds**") provided that if the aggregate amount raised under the Tombador Capital Raising (including the Escrowed Funds) exceeds A\$5,000,000, then the amount of funds raised in excess of A\$5,000,000 shall be offset against the Escrowed Funds, but only to the extent that Matador's total subscription under the Tombador Capital Raising is not less than the Matador Investment. For the avoidance of doubt, in no event shall the total number of Tombador Shares subscribed for by Matador (or its nominee(s)) under the Tombador Capital Raising be less than the number of Tombador Shares comprising the Matador Investment, and any offset shall only apply to the extent it does not reduce Matador's subscription below the Matador Investment;
- (g) Matador shall have completed the Matador Participation;
- (h) Tombador will have received a letter from ASX confirming the conditions on which ASX will recommence quotation of Tombador's quoted securities, on terms acceptable to Tombador and Company (acting reasonably);
- (i) no Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;
- (j) the Consideration Securities and the underlying Tombador Shares to be issued pursuant to the Arrangement will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption, provided, however, that the Company shall be not entitled to the benefit of the conditions in Section 7.1(j) of the Arrangement Agreement and shall be deemed to have waived such condition in the event that the Company fails to advise the Court prior to hearing in respect of the Interim Order that Tombador intend to rely on the Section 3(a)(10) Exemption based on the Court's approval of the Arrangement and comply with the requirements set forth in Section 2.13 of the Arrangement Agreement and the Final Order shall reflect such reliance;
- (k) all material third party approvals including legislative consents, authorisations or clearances which are required by any Governmental Authority in relation to the transactions contemplated by the Arrangement Agreement shall have been obtained, including but not limited to:
  - (i) if required, receipt by the parties of confirmation in writing from the CCPC that the CCPC has granted unconditional interim approval of the proposed transaction; or if conditional approval is granted by the CCPC, that the parties have accepted such conditions in writing within 14 days of receipt of the CCPC's conditional interim approval; and
  - (ii) receipt by the parties of the approval of the MRC or the Minister of Mines as the case may be) in accordance with section 46 of the Mineral Regulation Commission Act No. 14 of 2024, without conditions or on a conditional basis acceptable to the parties (each party acting reasonably), and such approval not being revoked before completion;

- (l) the Arrangement Agreement shall not have been terminated in accordance with its terms.

Completion of the Arrangement Agreement is subject to number of additional conditions precedent, of which the following are for the exclusive benefit of Tombador and may be waived by Tombador. The conditions include, among other things:

- (a) GoviEx will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date except for breaches of obligations, covenants and agreements in the Arrangement Agreement which have not had and would not reasonably be expected to have, individually or in the aggregate, a GoviEx Material Adverse Effect;
- (b) the representations and warranties of GoviEx in Section 3.1 of the Arrangement Agreement will be true and correct in all respects (disregarding for this purpose all materiality or GoviEx Material Adverse Effect qualifications contained therein) at and as of the date hereof and the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date);
- (c) GoviEx shall have complied with all notification and reporting requirements imposed by applicable Governmental Authorities in relation to the transactions contemplated by the Arrangement Agreement;
- (d) there shall not have occurred a GoviEx Material Adverse Effect;
- (e) Tombador will have received a certificate of GoviEx signed by a senior officer of GoviEx and dated the Effective Date certifying that the conditions set out in Section 7.3(a), Section 7.3(b), Section 7.3(c) and Section 7.3(f) have been satisfied, which certificate will cease to have any force and effect after the Effective Time;
- (f) GoviEx Shareholders will not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than GoviEx Shareholders representing not more than 5% of the GoviEx Shares then outstanding);
- (g) there shall not be pending or threatened in writing any Proceeding by any Governmental Authority or any other person that is reasonably likely to result in any:
  - (i) prohibition or restriction on the acquisition by Tombador or any of its Subsidiaries of any GoviEx Shares or the completion of the Arrangement or any person obtaining from any of the Parties any material damages directly in connection with the Arrangement;
  - (ii) prohibition or material limit on the ownership by Tombador (or any of its Subsidiaries) of GoviEx, any of the GoviEx Subsidiaries or any material portion of its or their respective assets or businesses; or
  - (iii) imposition of limitations on the ability of Tombador or any of its Subsidiaries to acquire or hold, or exercise full rights of ownership of, any GoviEx Shares, including the right to vote such GoviEx Shares; and
- (h) Tombador shall have received a favourable bring-down title opinion dated as

of the Effective Date in substantially similar form and substance as the Title Opinion.

Completion of the Arrangement Agreement is also subject to number of additional conditions precedent, of which the following are for the exclusive benefit of GoviEx and may be waived by GoviEx. The conditions include, among other things:

- (a) Tombador will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date except for breaches of obligations, covenants and agreements in the Arrangement Agreement which have not had and would not reasonably be expected to have, individually or in the aggregate, a Tombador Material Adverse Effect;
- (b) the representations and warranties of Tombador in Section 3.2 of the Arrangement Agreement will be true and correct in all respects (disregarding for this purpose all materiality or Tombador Material Adverse Effect qualifications contained therein) as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date) except for breaches of representations and warranties which have not had and would not reasonably be expected to have, individually or in the aggregate, a Tombador Material Adverse Effect;
- (c) Tombador shall have complied with all notification and reporting requirements imposed by applicable Governmental Authorities in relation to the transactions contemplated by the Arrangement Agreement;
- (d) there shall not have occurred a Tombador Material Adverse Effect;
- (e) GoviEx will have received a certificate of Tombador signed by a senior officer of Tombador and dated the Effective Date certifying that the conditions set out in Section 7.2(a), Section 7.2(b) and Section 7.2(c) of the Arrangement Agreement have been satisfied, which certificate will cease to have any force and effect after the Effective Time;
- (f) there shall not be pending or threatened in writing any Proceeding by any Governmental Authority or any other person that is reasonably likely to result in any:
  - (i) prohibition or restriction on the acquisition by Tombador or any of its Subsidiaries of any GoviEx Shares or the completion of the Arrangement or any person obtaining from any of the Parties any material damages directly in connection with the Arrangement;
  - (ii) prohibition or material limit on the ownership by Tombador (or any of its Subsidiaries) of GoviEx, any of the GoviEx Subsidiaries or any material portion of its or their respective assets or businesses; or
  - (iii) imposition of limitations on the ability of Tombador or any of its Subsidiaries to acquire or hold, or exercise full rights of ownership of, any GoviEx Shares, including the right to vote such GoviEx Shares;
- (g) if required, Tombador shall have obtained an extension from the ASX of the October 11, 2025 deadline for reinstatement of the Tombador Shares to official quotation on the ASX;



- (h) Tombador shall have complied with its obligations under Section 2.11 of the Arrangement Agreement and the Canadian Depositary shall have confirmed receipt of sufficient number of Tombador Shares;
- (i) all actions shall have been taken so that on the Effective Date, the board of directors of Tombador shall be comprised of:
  - (i) Govind Friedland,
  - (ii) Eric Krafft,
  - (iii) Stephen Quantrill, and
  - (iv) Keith Bowes;
- (j) all actions shall have been taken so that on Effective Date, the following persons shall be appointed as officers of Tombador:
  - (i) Daniel Major, Chief Executive Officer, and
  - (ii) Abby Macnish Niven, Chief Financial Officer and Company Secretary.

See *“The Arrangement Agreement – Conditions to Closing”* in this Circular.

#### **Non-Solicitation and Right to Match**

In the Arrangement Agreement, GoviEx has agreed, subject to certain exceptions, that it will not, directly or indirectly, solicit or participate in any discussions or negotiations regarding a proposal by a third party to acquire GoviEx or its assets and will give prompt notice to Tombador should GoviEx receive such a proposal or a request for non-public information that it reasonably believes would lead to such a proposal. In the case of a Superior Proposal, Tombador has the right but not the obligation to amend the Arrangement Agreement to provide a proposal that would render the previously received Superior Proposal a non-Superior Proposal.

See *“The Arrangement Agreement – Non-Solicitation and Right to Match”* in this Circular.

#### **Termination of Arrangement Agreement**

GoviEx and Tombador may mutually agree in writing to terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Arrangement becoming effective. In addition, GoviEx or Tombador may terminate the Arrangement Agreement and abandon the Arrangement at any time prior to the Effective Date if certain specific events, which are outlined in the Arrangement Agreement, occur. Depending on the termination event, the GoviEx Termination Fee may be payable by GoviEx.

See *“The Arrangement Agreement – Termination of the Arrangement Agreement”* in this Circular.

#### **Fairness Opinion**

The Special Committee and GoviEx Board received the Fairness Opinion from Stifel Canada. The Fairness Opinion concludes that, as of the date of the Arrangement Agreement, and subject to and based on the considerations, assumptions and limitations described therein, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the GoviEx Shareholders.

See *“The Arrangement – Fairness Opinion”* in this Circular and Appendix E for the full text of the Fairness Opinion.

#### **How to Receive Tombador Shares**

A Letter of Transmittal for the Registered Shareholders is enclosed with this Circular. If the Arrangement becomes effective, in order for Tombador Shares to which the GoviEx Shareholder is entitled under the Plan of Arrangement to be issued in exchange for the GoviEx Shares, a Registered Shareholder holding GoviEx Shares in certificated form or in DRS form must deliver the Letter of Transmittal properly completed and duly executed, together with share certificate(s) or DRS Advice(s) representing its GoviEx Shares and all other required documents to the Depositary at

the address set forth in the Letter of Transmittal. If the Arrangement is not completed, the Letter of Transmittal will be of no effect and the Depositary will return all share certificates and DRS Advice(s) representing the GoviEx Shares to the holders thereof as soon as practicable at the address specified in the Letter of Transmittal.

GoviEx Shareholders whose GoviEx Shares are registered in the name of an Intermediary must contact their Intermediary to receive the Consideration.

If a GoviEx Shareholder holding GoviEx Shares in certificated form or DRS form following the Effective Date fails to deliver and surrender his or her GoviEx Shares to the Depositary by the Deposit Deadline, then the Tombador Shares to which such Former Shareholder was entitled shall be delivered to Tombador by the Depositary and shall be cancelled by Tombador, and the interest of the Former Shareholder in such Tombador Shares to which he or she was entitled shall be terminated as of such Deposit Deadline.

Only Registered Shareholders holding GoviEx Shares in certificated form or in DRS form are required to submit a Letter of Transmittal. **A Beneficial Shareholder holding GoviEx Shares through an Intermediary should contact that Intermediary for instructions and carefully follow any instructions provided by such Intermediary.**

See *“The Arrangement – Exchange of GoviEx Securities”* in this Circular.

**No Fractional Shares  
to be Issued**

No fractional Tombador Shares shall be issued to Former Shareholders. The number of Tombador Shares to be issued to Former Shareholders shall be rounded down to the nearest whole Tombador Share.

**Withholding Rights**

Tombador and GoviEx, the Depositary and the Australian Registrar, as applicable, will be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any person hereunder and from all dividends (including deemed dividends for tax purposes) or other distributions otherwise payable to any former GoviEx Securityholders such amounts as Tombador, GoviEx, the Depositary or the Australian Registrar may be required or permitted to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes.

See *“The Arrangement – Exchange of GoviEx Securities – Withholding Rights”*.

**Court Approval of the  
Arrangement**

Subject to the terms of the Arrangement Agreement and, if the Arrangement Resolution is approved at the Meeting, GoviEx intends to apply to the Court for the Final Order. The hearing of the application for the Final Order is expected to be held at the courthouse of the Court at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. (Vancouver time) on October 29, 2025, or as soon thereafter as counsel may be heard, or at any other date and time and by any method as the Court may direct. Please see the Notice of Petition, attached as Appendix D to this Circular, and the Interim Order, attached as Appendix C to this Circular, for further information on participating or presenting evidence at the hearing for the Final Order. At the hearing, the Court will consider, among other things, the substantive and procedural fairness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit.

See *“The Arrangement – Court Approval of the Arrangement”* in this Circular.

**Exchange Approval**

Tombador Shares are currently voluntarily suspended from trading on the ASX. It is a condition of the Arrangement that ASX grant conditional approval for Tombador to be re-admitted to the ASX Official List.

GoviEx Shares are listed on the TSXV and the OTCQB and the completion of the Arrangement is subject to the TSXV accepting the Arrangement for filing. Following completion of the Arrangement, it is expected that the GoviEx Shares will be delisted from the TSXV and the OTCQB.

**Canadian Securities  
Law Matters**

GoviEx is a reporting issuer in the provinces of British Columbia, Alberta and Ontario. The GoviEx Shares currently trade on the TSXV and OTCQB. Pursuant to the Arrangement, GoviEx will become a wholly-owned Subsidiary of Tombador. Following the Arrangement, the GoviEx Shares will be delisted from the TSXV and the OTCQB and Tombador expects to apply to the applicable Canadian securities regulators to have GoviEx cease to be a reporting issuer.

The distribution of the Tombador Shares and the issuance of Replacement Options pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The Tombador Shares received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a “control distribution” as defined National Instrument 45-102 – *Resale of Securities* of the CSA, (ii) no unusual effort is made to prepare the market or to create a demand for the Tombador Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such trade, and (iv) if the selling security holder is an insider or officer of Tombador, the selling security holder has no reasonable grounds to believe that Tombador is in default of Canadian Securities Laws.

Each Securityholder is urged to consult his or her professional advisors to determine the Canadian conditions and restrictions applicable to trades in Tombador Shares issuable pursuant to the Arrangement.

As a result of the Arrangement, the Combined Company will become a reporting issuer in British Columbia, Alberta and Ontario. The Combined Company does not expect to be eligible to qualify as a “designated foreign issuer” (as defined under applicable Canadian securities laws) which would make it be subject to fewer disclosure and other requirements of Canadian securities laws, as compared to GoviEx. If the Combined Company is able to satisfy the applicable requirements, it intends to apply to cease to be a reporting issuer in Canada after completion of the Arrangement. Whether the Combined Company qualifies as a “designated foreign issuer” or ceases to be a reporting issuer in Canada will depend on the number of shares of the Combined Company held by Canadians after completion of the Arrangement.

See “*The Arrangement – Regulatory Matters and Securities Law Matters – Canadian Securities Law Matters*”.

**United States  
Securities Law Matters**

The Tombador Shares and the Replacement Options to be issued to Securityholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued and exchanged in reliance upon Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the securities laws of each state of the United States in which Securityholders reside. The exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof for the issuance of Tombador Shares upon the exercise of such Replacement Options. The Replacement Options may not be exercised in the United States or by or for the account or benefit of a U.S. Person or person in the United States, nor may Tombador Shares be issued upon such exercise, unless pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state U.S. securities laws or following an effective registration under such laws. Tombador Shares issued upon the exercise of Replacement Options by persons in the United States or for the account or benefit of U.S. Persons or persons in the United States will be subject to resale restrictions. Additional resale restrictions will apply to Securityholders who are

“affiliates” of Tombador or were “affiliates” of Tombador within the 90 day period prior to the Effective Date.

See “*The Arrangement – Regulatory and Securities Law Matters – United States Securities Law Matters*” in this Circular.

**Interests of Certain Directors and Senior Officers and Other Related Parties of GoviEx in the Arrangement**

In considering the recommendation of the GoviEx Board, GoviEx Securityholders should be aware that certain directors and Senior Officers have certain interests in the Arrangement or may receive benefits that may differ from, or be in addition to, the interests of GoviEx Securityholders generally.

See “*The Arrangement – Interests of Certain Persons in the Arrangement*” in this Circular.

**Rights of Dissent**

Pursuant to the Interim Order, Registered Shareholders as at the close of business on the Record Date have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid (subject to applicable withholdings) the fair value of their GoviEx Shares in accordance with the Dissent Procedures. A Registered Shareholder as at the close of business on the Record Date wishing to exercise rights of dissent with respect to the Arrangement must send to the Company a written objection to the Arrangement Resolution, which written objection must be sent to the Company, The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1, by no later than 4:00 P.M. (Vancouver time) on October 22, 2025 (or by 4:00 P.M. (Vancouver time) on the second day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the Dissent Procedures.

See “*The Arrangement – Dissenting Shareholders’ Rights*” in this Circular. The text of Section 242(1)(a) of the BCBCA, which will be relevant in any dissent proceeding, is set forth in Appendix H to this Circular.

**Risk Factors**

There is a risk that the Arrangement may not be completed. If the Arrangement is not completed, GoviEx will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Additionally, failure to complete the Arrangement could materially and negatively impact the trading price of the GoviEx Shares.

The risk factors described under the heading “*Risk Factors*” and under the heading “*Risk Factors*” in Appendix F attached to this Circular should be carefully considered by GoviEx Securityholders.

**Canadian Tax Considerations**

GoviEx Securityholders should carefully review the tax considerations described in this Circular and are urged to consult their own tax advisors in regard to their particular circumstances. See “*Certain Canadian Federal Income Tax Considerations*” for a discussion of certain Canadian federal income tax considerations.

**Expected Timetable**

The anticipated timetable for the completion of the Arrangement and the key dates as proposed are as follows:

|                                                                                                               |                    |
|---------------------------------------------------------------------------------------------------------------|--------------------|
| Expected Date of Publication of Tombador Re-Compliance Prospectus                                             | September 30, 2025 |
| Expected Date of Meeting of Tombador Shareholders to Approve the Arrangement and the Tombador Capital Raising | October 8, 2025    |
| Deadline for Receipt of Proxies from GoviEx Securityholders                                                   | October 22, 2025   |
| Meeting of GoviEx Securityholders to                                                                          | October 24, 2025   |

|                                                                               |                                                          |
|-------------------------------------------------------------------------------|----------------------------------------------------------|
| Approve the Arrangement                                                       |                                                          |
| Expected Date of Final Order                                                  | October 29, 2025                                         |
| Expected Effective Date                                                       | To be determined                                         |
| Effective Time                                                                | 12.01 am (Vancouver time) on the Effective Date          |
| Completion of Arrangement, Tombador Capital Raising and Matador Participation | Before 5:00pm (Perth time) on the Effective Date         |
| Re-admission on ASX Official List                                             | +3 Business Days after Effective Date                    |
| Re-instatement of Tombador Shares                                             | +2 Business Days after re-admission on ASX Official List |
| Expected Date of Delisting of GoviEx Shares on TSXV and OTCQB                 | On or after the Effective Date                           |

**The dates above are subject to change pursuant to the terms of the Arrangement Agreement. As the Effective Date is conditional on (amongst other things), and contemporaneous with, the Tombador Capital Raising, the Effective Date has yet to be determined. Notice of the dates above which are indicated as “To be determined”, including the expected Effective Date, will be announced through a news release.**

## INFORMATION CONCERNING THE MEETING

### Purpose of the Meeting

At the Meeting, GoviEx Securityholders will be asked to consider and, if deemed acceptable, to pass, with or without variation, the Arrangement Resolution. The approval of the Arrangement Resolution will require the Required Shareholder and Securityholder Approvals.

### Date, Time and Place of the Meeting

The Meeting will be held on October 24, 2025 at 11:00 a.m. (Vancouver time) the Company's office at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, British Columbia.

### Record Date

The Record Date for determining persons entitled to receive notice of and vote at the Meeting is September 4, 2025. GoviEx Securityholders of record as at the close of business (Vancouver time) on September 4, 2025, will be entitled to attend and vote at the Meeting, or any adjournment or postponement thereof, in the manner and subject to the procedures described in this Circular.

### Solicitation of Proxies

The Company is providing this Circular and a form of proxy in connection with management's solicitation of proxies for use at the Meeting of the Company to be held on October 24, 2025, and at any postponement(s) or adjournment(s) thereof. Unless the context otherwise requires, when we refer in this Circular to the Company, any Subsidiaries are also included.

Your proxy is being solicited by management of GoviEx and this Circular is being furnished in connection with that solicitation. The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors, officers and regular employees of the Company. All costs of this solicitation will be borne by the Company.

### Appointment of Proxyholders

**If you do not attend and vote at the Meeting, you can still make your votes count by appointing a person or company who will attend the Meeting to act as your proxyholder at the Meeting.**

Your proxyholder is the person you appoint and name on the proxy form to cast your votes for you. You can appoint the persons named in the applicable enclosed form or forms of proxy, **who are each a director or an officer of GoviEx. You have the right to appoint any person or company you want to be your proxyholder. It does not have to be a GoviEx Securityholder or the person designated in the enclosed form(s). Simply indicate the person's name as directed on the enclosed proxy form(s) or complete any other legal proxy form and deliver it to Computershare Investor Services Inc. within the time hereinafter specified for receipt of proxies.**

**GoviEx Securityholders who wish to appoint a third-party proxyholder to attend and vote at the Meeting as their proxy and vote their securities MUST submit their proxy (or proxies) or VIF, as applicable, appointing such third-party proxyholder following the instructions provided in such form of proxy or VIF, as applicable.**

**If you are a Beneficial Securityholder and wish to attend or vote at the Meeting, you have to insert your own name in the space provided on the VIF sent to you by your Intermediary and follow all of the applicable instructions provided by your Intermediary.** By doing so, you are instructing your Intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your Intermediary.

To vote your securities, your proxyholder must attend and vote at the Meeting. Regardless of who you appoint as your proxyholder, you can either instruct that appointee how you want to vote or you can let your appointee decide for you. You can do this by completing the applicable form or forms of proxy. In order to be valid, you must return the completed form of proxy forty-eight (48) hours, excluding Saturdays, Sundays and statutory holidays, prior to the time of the Meeting or any adjournment or postponement thereof to our Transfer Agent, Computershare Investor Services Inc., 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6, Attention: Proxy Department or by fax to 1-866- 249-7775 (toll-free). The

Chair of the Meeting, in his or her sole discretion, may accept late proxies or waive the deadline for accepting proxies, with or without notice.

### Proxy Instructions

Only GoviEx Securityholders whose names appear on the records of the Company as at the Record Date as the registered holders of the GoviEx Securities are permitted to vote at the Meeting. Registered Securityholders may wish to vote by proxy whether or not they are able to attend the Meeting. Registered Securityholders may vote by mail or on the internet. To vote online at [www.investorvote.com](http://www.investorvote.com), you will need to enter your 15-digit control number (located on the bottom left corner of the first page of the form of proxy) to identify yourself as a Registered Securityholder on the voting website. Completed forms of proxy must be deposited with the Company's Transfer Agent, Computershare InvestorServices Inc., 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6 by 11:00 a.m. (Vancouver time) on October 22, 2025 or, if the Meeting is adjourned, by 11:00 a.m. (Vancouver time) on the second last Canadian Business Day prior to the date on which the Meeting is reconvened.

### Revocability of Proxies

A Registered Securityholder who has submitted a proxy may revoke it at any time prior to the exercise thereof at the Meeting or any adjournment or postponement thereof. In addition to revocation in any other manner permitted by law, a proxy may be revoked by:

- (a) executing a valid notice of revocation or other instrument in writing, by the Registered Securityholder or such holder's authorized attorney in writing, or, if such a holder is a corporation, under its corporate seal by an officer or duly authorized attorney, and by delivering the notice of revocation or other instrument in writing to Computershare at 320 Bay Street, 14th Floor, Toronto, ON M5H 4A6 or to the address of the office of the Company at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1, at any time up to and including the last Canadian Business Day that precedes the day of the Meeting or, if the Meeting is adjourned, the last Canadian Business Day that precedes any reconvening thereof, or to the Chair of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or
- (b) personally attending the Meeting and voting the GoviEx Securities.

Upon such deposit, the proxy is revoked. A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

If you are a Beneficial Securityholder, please contact your Intermediary for instructions on how to revoke your VIF and what procedures you need to follow. The change or revocation of a VIF by a Beneficial Securityholder can take several days or longer to complete and, accordingly, any such action should be completed well in advance of the deadline given in the VIF by the Intermediary or its service company to ensure it is effective.

### Exercise of Discretion

On a poll, the nominees named in the accompanying form of proxy will vote or withhold from voting the GoviEx Securities represented thereby in accordance with the instructions of the GoviEx Securityholder on any ballot that may be called for. If a GoviEx Securityholder specifies a choice with respect to any matter to be acted upon, such GoviEx Securityholder's GoviEx Securities will be voted accordingly. **The proxy will confer discretionary authority on the nominees named therein with respect to each matter or group of matters identified therein for which a choice is not specified and any amendment to or variation of any matter identified therein and any other matter that properly comes before the Meeting.**

**If a GoviEx Securityholder does not specify a choice in the proxy and the GoviEx Securityholder has appointed one of the management nominees named in the accompanying form of proxy, the management nominee will vote the GoviEx Securities represented by the proxy in favour of the matters specified in the Notice of Meeting and in favour of all other matters proposed by management at the Meeting.**

As of the date of this Circular, management of the Company knows of no amendment, variation or other matter that may come before the Meeting but, if any amendment, variation or other matter properly comes before the Meeting,

each nominee in the accompanying form of proxy intends to vote thereon in accordance with the nominee's best judgment.

### **Advice to Beneficial (Non-Registered) Securityholders**

If you are a Beneficial Securityholder, meaning your GoviEx Securities are not registered in your own name, they will be held in the name of a "nominee", usually a bank, trust company, securities dealer, other financial institution or intermediary, or depositary, such as CDS & Co., of which an intermediary was a participant and, as such, your nominee will be the entity legally entitled to vote your GoviEx Securities and must seek your instructions as to how to vote your GoviEx Securities.

If you are a Beneficial Securityholder, your Intermediary will send you a VIF or, less frequently, a proxy form with this Circular. This form will instruct the Intermediary as to how to vote your GoviEx Shares at the Meeting on your behalf. **You must follow the instructions from your Intermediary to vote.**

There are two kinds of Beneficial Securityholders: (i) those who object to their name being made known to the issuers of securities which they own, known as objecting beneficial owners ("**OBOs**"); and (ii) those who do not object to their name being made known to the issuers of securities which they own, known as non-objecting beneficial owners ("**NOBOs**").

**Intermediaries are required to forward the Meeting materials to Beneficial Securityholders unless in the case of certain proxy-related materials the Beneficial Securityholder has waived the right to receive them.** The majority of Intermediaries now delegate responsibility for obtaining instructions from Beneficial Securityholders to Broadridge. Broadridge typically mails a VIF to Beneficial Securityholders and asks Beneficial Securityholders to return the VIF to Broadridge. The Company may utilize Broadridge's QuickVote™ system to assist NOBOs with voting their GoviEx Securities over the telephone.

For greater certainty, Beneficial Securityholders should note that they are not entitled to use a VIF or proxy form received from Broadridge or their Intermediary to vote GoviEx Securities directly at the Meeting. Instead, the Beneficial Securityholder must complete the VIF or proxy form and return it as instructed on the form. The Beneficial Securityholder must complete these steps well in advance of the Meeting in order to ensure such GoviEx Securities are voted.

If you are a Beneficial Securityholder, your intermediary will have provided to you a VIF. GoviEx intends to reimburse intermediaries for the delivery of the meeting materials to OBOs.

In the alternative, if you wish to attend and vote at the Meeting or have another person attend and vote on your behalf, indicate your name or the name of your proxyholder, as applicable, in the VIF or proxy form, and return it as instructed by your Intermediary. You will also have to register yourself as your proxyholder, as described above in "*Appointment of Proxyholders*". Your Intermediary may have also provided you with the option of appointing yourself or someone else to attend and vote on your behalf at the Meeting.

Beneficial Securityholders who have questions or concerns regarding any of these procedures may contact their Intermediary or Rodrigo Romo, Corporate Secretary, at [info@govix.com](mailto:info@govix.com). It is recommended that inquiries of this kind be made well in advance of the Meeting.

### **Notice-And-Access**

The Company is utilizing the notice-and-access mechanism (the "**Notice-and-Access Provisions**") under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations* for distribution of proxy-related materials to Registered Shareholders and Beneficial Shareholders.

Under the Notice-and-Access Provisions, instead of receiving a printed copy of the Circular, Registered Shareholders and Beneficial Shareholders will receive the Notice of Meeting with information on the Meeting date, location and purpose, as well as information on how they may access the Circular electronically and how they may vote.



The Company will use the procedures known as “stratification” in relation to the use of Notice-and-Access Provisions. Of the GoviEx Securityholders, only Registered Shareholders and Beneficial Shareholders will receive the Notice of Meeting prepared in accordance with the Notice-and-Access Provisions. All Optionholders and Warrantholders will be provided with a paper copy of the Circular, subject to instructions with respect to electronic delivery of proxy-related materials.

## VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company has an authorized capital consisting of an unlimited number of GoviEx Shares without par value and an unlimited number of Class B common shares without par value. Both the holders of GoviEx Shares and Class B Shares are entitled to receive notice of, and to attend all meetings of GoviEx shareholders and to cast one vote for each such share held, except to the extent specifically limited by the BCBCA and the articles of GoviEx. As at September 4, 2025, the Record Date, and as at September 9, 2025, being the date immediately preceding the date of this Circular, there were 1,022,062,190 GoviEx Shares issued and outstanding and nil Class B common shares issued and outstanding. Only GoviEx Shareholders of record as of the close of business on September 4, 2025, are entitled to vote at the Meeting and, specifically, to vote on the Arrangement Resolution.

In addition, as at September 4, 2025, the Record Date, and as at September 9, 2025, being the date immediately preceding the date of this Circular, there were 54,026,294 GoviEx Options and 324,395,349 GoviEx Warrants issued and outstanding which are entitled to vote on the basis of one vote per security, collectively as one class with the GoviEx Shareholders, on the Arrangement Resolution.

To the knowledge of the directors or executive officers of the Company, as of September 9, 2025, being the date immediately preceding the date of this Circular, the following persons beneficially own, directly or indirectly, or exercise control or direction over, GoviEx Securities carrying 10% or more of the voting rights of GoviEx Securityholders at the Meeting:

| Name of Securityholder             | Number of GoviEx Securities Held | Percentage of Issued and Outstanding Voting Securities |
|------------------------------------|----------------------------------|--------------------------------------------------------|
| Menel Energy and Resources Limited | 277,420,000                      | 19.8%                                                  |

For all purposes contemplated by this Circular, the quorum for the transaction of business at the Meeting will be two persons who are, or who represent by proxy, GoviEx Shareholders who, in the aggregate, hold at least five per cent (5%) of the issued GoviEx Shares entitled to be voted at the Meeting.

## THE ARRANGEMENT

### Background to the Arrangement

The entering into of the Arrangement Agreement was the result of arm’s length negotiations conducted among representatives of GoviEx, Tombador, and their respective legal advisors. The following is a summary of the principal events that preceded the execution and public announcement of the original arrangement agreement (the “**Original Arrangement Agreement**”) on August 18, 2025, which agreement was replaced by the amended and restated arrangement agreement (the “**Arrangement Agreement**”) dated as of September 5, 2025.

In July 2024 GoviEx was advised by the Niger Ministry of Mines of its decision to deprive the Company of its rights under a mining permit for GoviEx’s Madaouela Project granted to GoviEx’s wholly-owned Nigerien subsidiary GoviEx Niger Holdings Ltd. (“**GoviEx Niger**”). In response GoviEx and GoviEx Niger commenced arbitration proceedings against the Republic of Niger under the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States. The arbitration has since been suspended while GoviEx and the Republic of Niger seek to negotiate a resolution to the ongoing dispute regarding the Madaouela Project.

As a result of GoviEx being deprived of its rights under the mining permit with respect to the Madaouela Project, GoviEx revised its focus on the financing and development of its wholly-owned Muntanga Project in Zambia.

The GoviEx Board and executive management regularly review the overall corporate strategy and long-term strategic plan with the goal of maximizing shareholder value. This ongoing review includes considering strategic transactions

as well as organic growth and development opportunities that could advance the Muntanga Project which is now the Company's only material project given the ongoing dispute with respect to the Madaouela Project.

The Company continuously assesses the capital required to continue the advancement of the Muntanga Project, and has found accessing such capital in the Canadian market very difficult, particularly for junior mining companies. As a result, the Company explored opportunities to find the necessary funding outside of Canada.

In April 2025, representatives of GoviEx, Matador and Tombador began to discuss a potential direct or indirect acquisition of the issued and outstanding GoviEx Securities by Tombador pursuant to a reverse takeover transaction. As a result of these discussions, on May 20, 2025, the GoviEx Board received a confidential non-binding indicative offer (the "**NBIO**") from Tombador (i) to acquire all of the issued and outstanding GoviEx Shares at an exchange ratio of 0.1973 Tombador Shares per GoviEx Share acquired, and (ii) to exchange GoviEx Warrants and GoviEx Options for Tombador Options using the same exchange ratio used for the GoviEx Shares.

On May 26, 2025, after discussions with G&Co, the Company's legal advisor, the GoviEx Board sent a response letter to Tombador proposing, among other revisions to the terms of the NBIO, a revised exchange ratio of 0.2537 Tombador Shares per GoviEx Share.

On June 4, 2025, the GoviEx Board received a revised non-binding indicative offer (the "**Revised NBIO**") from Tombador reflecting the revisions proposed by the GoviEx Board, including the increase of the exchange ratio from 0.1973 Tombador Shares per GoviEx Share to 0.2537 Tombador Shares per GoviEx Share. Pursuant to the Revised NBIO, the Consideration payable by Tombador to GoviEx Shareholders would constitute in aggregate 75% of the share capital of the Combined Company, but excluding the effect of the issuance of Tombador Shares pursuant to the Tombador Capital Raising. On the same day, the GoviEx Board, after discussion and consultation with G&Co, accepted and signed the Revised NBIO, and the Company and Tombador entered into a mutual confidentiality agreement in respect of the proposed Arrangement.

The exchange ratio for GoviEx Shares in the Arrangement Agreement was settled between the parties at 0.2534 Tombador Share per GoviEx Share, on June 23, 2025, to ensure that, as a result of the Arrangement, GoviEx Shareholders will hold, in aggregate, 75% of the share capital of the Combined Company.

Between June 4, 2025 and August 17, 2025, the Company and Tombador, assisted by their respective financial and/or legal advisors, conducted reciprocal due diligence through the exchange of written materials via electronic data rooms, and negotiated the Arrangement Agreement and related documentation (including the Plan of Arrangement and Support Agreements) through the exchange of drafts and conference calls. The GoviEx executive team regularly met with Tombador, Steinepreis Paganin, G&Co, PricewaterhouseCoopers LLP (Canada and Zambia), BDO Zambia Limited and May & Company (Zambia) via conference call to review the open issues required to settle the Arrangement Agreement during this period.

On June 17, 2025, in order to assist with the evaluation of a transaction with Tombador is in the best interests of the Company, the GoviEx Board established the Special Committee, comprised of Christopher Wallace, Benoit La Salle and Eric Krafft.

On June 30, 2025, the Special Committee engaged Stifel Canada as independent advisor to the Special Committee and the Board to provide the Fairness Opinion to the Special Committee and the Board as to whether the Arrangement is fair, from a financial point of view, to the GoviEx Shareholders.

Between June 17, 2025, and August 15, 2025, the Special Committee met on various occasions to consider the terms of the Arrangement, and to receive updates on the status of the Original Arrangement Agreement and other material ancillary agreements from G&Co and management.

On July 16, 2025, the Special Committee engaged NRF as its legal advisor.

On August 5, 2025, the Special Committee met to receive input from Stifel Canada on their ongoing work in preparing the Fairness Opinion in respect of the Consideration to be received by the GoviEx Shareholders pursuant to the then draft Original Arrangement Agreement.

On August 6, 2025, the Special Committee met with the presence of the Company's management to receive input on

the then ongoing negotiations and to further consider the then proposed terms of the Arrangement and the Tombador Capital Raising. The Special Committee expressed concerns about the terms of the Tombador Capital Raising, including a proposed minimum issue price of A\$0.20 per Tombador Share, and determined that absent certain changes to the terms of the Original Arrangement Agreement, it was not prepared to recommend the Board approve the Arrangement.

On August 12, 2025, Tombador proposed revised terms for the Arrangement and the Tombador Capital Raising, including a minimum issue price of A\$0.28 per Tombador Share;

On August 15, 2025, the Special Committee met to consider the revised terms of the Arrangement and the Tombador Capital Raising and to receive Stifel Canada's oral fairness opinion to the effect that, as at August 15, 2025 and subject to the assumptions, qualifications and limitations communicated to the Special Committee by Stifel Canada and included in the Fairness Opinion, the Consideration is fair, from a financial point of view, to the GoviEx Shareholders.

On August 15, 2025, the GoviEx Board met to discuss materials regarding the transaction that had been circulated to the GoviEx Board prior to the meeting, and to receive a report from the Special Committee indicating that, based on work completed by the Special Committee to that date, the Arrangement is in the best interests of the Company and fair and reasonable to the GoviEx Securityholders, and unanimously recommended that the GoviEx Board approve the Arrangement and recommend that the GoviEx Shareholders vote for the Arrangement Resolution. After discussions, careful deliberation and consultation with G&Co, during which the GoviEx Board considered the recommendation of the Special Committee and the benefits and risks of the Arrangement, the GoviEx Board unanimously determined that the Arrangement is in the best interests of the Company and is fair and reasonable to the GoviEx Securityholders.

On August 18, 2025, the Board unanimously resolved to approve the Arrangement and the Original Arrangement Agreement and resolved to recommend that GoviEx Shareholders vote their GoviEx Shares in favour of the Arrangement Resolution.

On August 18, 2025, the Tombador Board met to discuss and consider approval of the Arrangement. After discussion and careful deliberation with its legal and financial advisors, the Tombador Board unanimously determined that the Arrangement was in the best interests of Tombador and unanimously approved the Arrangement and the Original Arrangement Agreement.

Following the approvals of the GoviEx Board and Tombador Board, GoviEx and Tombador, assisted by their respective legal counsel, finalized the terms of the Arrangement Agreement. On August 18, 2025, the Original Arrangement Agreement and ancillary documents were finalized and executed. GoviEx and Tombador each issued a press release announcing the Arrangement pre-opening of the TSXV on August 18, 2025.

Subsequently, the GoviEx Board and the Tombador Board agreed to amend the Original Arrangement Agreement to ensure greater fairness and alignment among all securityholder classes by allowing Warrantholders and Optionholders to vote on the Arrangement Resolution as well. An amended and restated arrangement agreement (the "**Arrangement Agreement**") was entered into by GoviEx and Tombador on September 5, 2025.

### **Recommendation of the Special Committee**

Based on its considerations and investigations, including consultation with management and its legal advisors, a thorough review of the Arrangement Agreement, receipt of the Fairness Opinion and its own deliberations, the Special Committee unanimously determined that the Arrangement is in the best interests of the Company and is fair and reasonable to the GoviEx Securityholders. Accordingly, the Special Committee unanimously recommended that the GoviEx Board approve the Arrangement, enter into the Arrangement Agreement and recommend that the GoviEx Securityholders vote **FOR** the Arrangement Resolution.

### **Recommendation of the GoviEx Board**

Based on its considerations and investigations, including consultation with management and its professional advisors, a thorough review of the Arrangement Agreement, receipt of the Fairness Opinion and the recommendations from the Special Committee, and its own deliberations, the GoviEx Board unanimously determined that the Arrangement is in the best interests of the Company and is fair and reasonable to the GoviEx Securityholders, and **accordingly, the**

**GoviEx Board unanimously approved the Arrangement and the Arrangement Agreement and unanimously recommends that the GoviEx Securityholders vote FOR the Arrangement Resolution.** Each director and officer of the Company intends to vote all of such director's and officer's GoviEx Shares **FOR** the Arrangement Resolution.

In forming its recommendation, the GoviEx Board considered a number of factors, including, without limitation, the factors listed below under "*Reasons for the Arrangement*". The GoviEx Board based its recommendation upon the totality of the information presented to and considered by it in light of the knowledge of the GoviEx Board members of the business, financial condition and prospects of the Company and after taking into account the Fairness Opinion and the advice of the Company's legal and other advisors and the advice and input of management of the Company.

### **Reasons for the Arrangement**

In evaluating the Arrangement and in making its recommendations, each of the Special Committee and the GoviEx Board gave careful consideration to the current and expected future position of the business of GoviEx and all terms of the draft Arrangement Agreement, including the conditions precedent, representations and warranties and deal protections. Neither the Special Committee nor the GoviEx Board considered it practical to, and did not attempt to, assign relative weights or rankings to the various factors. In addition, individual members of the Special Committee and the GoviEx Board may have given different weight or rankings to different factors. The following discussion of the information and factors considered and evaluated by the Special Committee and the GoviEx Board is not intended to be exhaustive of all factors considered and evaluated by the Special Committee or the GoviEx Board. The conclusions and recommendations of the Special Committee and the GoviEx Board were made after considering the totality of the information and factors considered. In particular, in making its determinations, the Special Committee and the GoviEx Board considered and relied upon a number of substantive factors, including the following:

- **Access to Capital.** If the Arrangement is completed, the Combined Company, through the Combined Company's listing on the ASX, will benefit from a direct access to the Australian international capital markets and to a broader range of investors, including a range of institutional investors, and the Muntanga Project will be increasingly visible to Australian & Asia-Pacific investors;
- **Additional Funding.** As part of the conditions to the Arrangement Agreement, Tombador must raise a minimum of A\$5,000,000 (before costs) via a public offer of Tombador Shares, for which Matador must transfer no later than September 5, 2025 (which has occurred) a sum of A\$1,000,000 in escrow to be applied towards such capital raise, and Matador must purchase an additional 2,772,183 Tombador Shares, which will provide the Combined Company with additional funding to support its strategy following the completion of the Arrangement;
- **Strong Cash Balance.** As a result of the Arrangement, the Combined Company is expected to be well capitalized with a projected cash balance between A\$19.4 million and A\$24.4 million at completion of the Arrangement and the Tombador Capital Raising. This assists the Combined Company to avoid short term debt. The Combined Company anticipates deploying these funds as well as other funds it raises to further its main project in Zambia, the Muntanga Project;
- **Dilution to GoviEx Shareholders.** The level of dilution to GoviEx Shareholders as a result of the Arrangement is not unreasonable given the circumstances of the Company, as GoviEx Shareholders will own 75% of the Combined Company's issued and outstanding shares following completion of the Arrangement (excluding the effect of the issuance of Tombador Shares pursuant to the Tombador Capital Raising);
- **Corporate Rebranding and Reset.** The Arrangement will allow a rebranding that better reflects the Company's strategic focus, market opportunity and position in the market of uranium mining companies;
- **Key GoviEx and Matador Leaders.** In addition to Daniel Major becoming Chief Executive Officer of the Combined Company, Govind Friedland becoming chairman of the Combined Company and Eric Krafft being appointed to the board of directors of the Combined Company, key personnel of Matador with a track record of working with uranium mining companies on the ASX, including Grant Davey, will join the Combined Company. This will ensure continuity in the technical and strategic direction of the Combined Company;
- **Review of Alternatives.** Senior management of the Company and the GoviEx Board have engaged in numerous discussions with third parties over time to explore possible financing and/or strategic

transactions that would assist in creating value for GoviEx Shareholders. The GoviEx Board considers that the Arrangement offers the best path forward for the Company at its current stage of development;

- **Review of Alternative of Not Pursuing a Transaction.** The Board also considered whether the Company pursuing its standalone business strategy would be preferable to the Arrangement. The Board concluded that the Arrangement provided a better opportunity for the Company to advance the Muntanga Project and deliver value to GoviEx Securityholders;
- **Supporting Securityholders.** Each of the directors and officers of GoviEx, in addition to certain significant GoviEx Securityholders, representing, in aggregate, approximately 40% of the issued and outstanding GoviEx Securities, have entered into Support Agreements with Tombador under which they have agreed to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution;
- **Best Possible Terms from Tombador.** The proposed Transaction was negotiated at arms-length between the Company and Tombador resulting in terms, as reflected in the Revised NBIO, that were improved relative to the terms in the first NBIO. The Board concluded, having overseen and consulted with management of the Company, that the terms and conditions in the Arrangement Agreement, including in respect of the consideration to be received by the GoviEx Securityholders pursuant thereto, are the best that could be obtained from Tombador;
- **Terms of the Arrangement Agreement; Appropriateness of Deal Protections.** The terms and conditions of the Arrangement Agreement, including the Company's and Tombador's representations, warranties and covenants and the conditions precedent to the Arrangement are reasonable in light of all applicable circumstances, and the limited nature of the conditions precedent to the Arrangement as provided by the Arrangement Agreement mean that the Arrangement is likely to be completed in accordance with its terms and within a short time period. The GoviEx Termination Fee of a maximum of A\$600,000, Tombador's right to match a Superior Proposal and other deal protection measures contained in the Arrangement Agreement are appropriate for a transaction of this nature. The GoviEx Termination Fee is reasonable in the context of similar fees that have been negotiated in other transactions of comparable size and nature and should not preclude a third party from making an Acquisition Proposal;
- **Tombador Termination Fee.** The Company is entitled to receive Tombador Termination Fee of a maximum of A\$600,000 if the Arrangement Agreement is terminated in the event of a breach by Tombador in certain circumstances or a failure by Tombador to consummate closing in certain circumstances;
- **Limited Closing Conditions; Absence of Material Regulatory Approvals; Accelerated Timeline.** Tombador's obligation to complete the Arrangement is subject to a limited number of conditions precedent, which are reasonable under the circumstances, and the closing of the Arrangement is not subject to any material regulatory approvals (other than the ASX, the TSXV, the Zambian Mineral Regulation Commission or the Minister of Mines, as the case may be and, if required, the Zambian Competition and Consumer Protection Commission). The Arrangement is likely to be completed in accordance with its terms and within a short period of time following the receipt of required GoviEx Securityholders and Court approvals;
- **Treatment of Holders of GoviEx Warrants and GoviEx Options.** The treatment of and consideration to be received by holders of GoviEx Warrants and GoviEx Options; and
- **Due Diligence Report.** After considering the Due Diligence Report, the Special Committee did not identify any facts or circumstances pertaining to Tombador that would prevent the Special Committee from recommending the GoviEx Board to conduct the Arrangement.

In making their unanimous determinations and recommendations, each of the Special Committee and the GoviEx Board also observed that a number of procedural safeguards were, and are, present to allow the Special Committee and the GoviEx Board to effectively represent the interests of the Company, including, among others:

- **Arm's Length Negotiations and Special Committee Oversight.** The Arrangement Agreement is the result of an extensive and robust arm's-length negotiation process with the oversight and participation of the Special Committee, which is comprised solely of independent directors who have no financial interest in the Arrangement that is different from that of the GoviEx Securityholders, and with the advice of experienced and qualified legal advisors;

- **Fairness Opinion.** Stifel Canada provided the Fairness Opinion to the Special Committee and the GoviEx Board to the effect that, as at August 17, 2025, based on and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the GoviEx Shareholders. The complete texts of the Fairness Opinion is attached in Appendix E. GoviEx Securityholders are urged to read the Fairness Opinion in its entirety. See “*The Arrangement – Fairness Opinion*”;
- **Fiduciary Out; Ability to Respond to Unsolicited Superior Proposals.** Under the Arrangement Agreement, the GoviEx Board retains the ability, notwithstanding the non-solicitation provisions of the Arrangement Agreement, to consider and respond to unsolicited Superior Proposals prior to the approval of the Arrangement by the GoviEx Securityholders on the specific terms and conditions set forth in the Arrangement Agreement, including the payment of the GoviEx Termination Fee if the Arrangement Agreement is terminated as a result of the Company entering into a definitive agreement with respect to a Superior Proposal. In the view of the Special Committee and the Board, after receiving legal advice, the GoviEx Termination Fee is reasonable in the circumstances and would not preclude a third party from potentially making a Superior Proposal. Further, the Support Agreements entered into by the Supporting Securityholders automatically terminate in the event that the Arrangement Agreement is terminated in accordance with its terms, permitting the Supporting Securityholders to support a transaction involving a Superior Proposal;
- **Required GoviEx Shareholder and Securityholder Approval.** The Arrangement will become effective only if it is approved by an affirmative vote of at least (i) 66⅔% of the votes cast by GoviEx Shareholders present in person or represented by proxy at the Meeting; and (ii) 66⅔% of the votes cast by GoviEx Securityholders present in person or represented by proxy at the Meeting;
- **Required Court Approval.** The Arrangement is subject to a determination of the Court that the Arrangement is fair and reasonable, both procedurally and substantively, to the GoviEx Securityholders;
- **Dissent Rights.** Registered Shareholders who oppose the Arrangement may, upon compliance with certain conditions, exercise dissent rights and, if validly exercised and ultimately successful, receive the fair value of their GoviEx Shares. See “*The Arrangement — Dissenting Shareholders’ Rights*”;
- **Appropriate Inducements.** The GoviEx Termination Fee and Tombador’s right to match are appropriate inducements to Tombador to enter into the Arrangement Agreement;
- **Fairness for Stakeholders.** The terms of the Arrangement Agreement treat stakeholders of the Company fairly in light of all relevant facts and circumstances; and
- **Fairness of the Conditions Precedent.** In the Special Committee’s view, the Arrangement Agreement provides for certain conditions precedent to complete the Arrangement, which conditions are not unduly onerous or outside market practice and could reasonably be expected to be satisfied.

The Special Committee and the GoviEx Board also considered a number of potential issues and risks related to the Arrangement and the Arrangement Agreement, including, among others:

- **Risk of Non-Completion.** There are risks to the Company if the Arrangement is not completed in a timely manner or at all, including the costs to the Company in pursuing the Arrangement (a significant portion of which will be incurred regardless of whether the Arrangement is consummated), the potential diversion of management’s attention away from conducting the Company’s day-to-day business in the ordinary course and the potential impact on the Company’s current business relationships, including with future and prospective employees, customers, suppliers and partners;
- **Ability to Achieve an Alternative Transaction.** If the Arrangement Agreement is terminated, there is no assurance that the Company will be able to find an alternative transaction with a party willing to offer greater or equivalent value compared to the consideration to be received by the GoviEx Securityholders under the Arrangement or that the continued operation of the Company under its current business model would yield equivalent or greater value compared to that available under the Arrangement;
- **Closing Conditions and Approvals.** The completion of the Arrangement is subject to certain conditions that must be satisfied or waived, certain of which are outside the control of the Company, including the

receipt of shareholder and securityholder approval, the completion of the Matador Participation, and the completion of the Tombador Capital Raising by Tombador in a satisfactory manner. There is no certainty that shareholder and securityholder approval will be obtained, that the Tombador Capital Raising will be completed or that the other closing conditions will be satisfied or waived in a timely manner or at all. In addition, Tombador has the right to terminate the Arrangement Agreement in certain circumstances, including generally if conditions are not met by the Outside Date;

- **Restrictions on Operations.** The restrictions on the conduct of the Company's business imposed pursuant to the Arrangement Agreement, requiring the Company to conduct its business in the ordinary course, subject to certain exceptions, during the period between the execution of the Arrangement Agreement and the consummation of the Arrangement or the termination of the Arrangement Agreement, may delay or prevent the Company from undertaking business opportunities that may arise pending completion of the Arrangement;
- **Taxable Transaction.** The fact that the Arrangement will be a taxable transaction and, as a result, GoviEx Shareholders will generally be required to pay taxes on any gains that result from their receipt of the Consideration to be received under the Arrangement;
- **Superior Proposals.** The limitations on the Company's ability to solicit additional interest from third parties and Tombador's right contained in the Arrangement Agreement to match a Superior Proposal, under certain conditions, may discourage other parties from making a Superior Proposal; and
- **Enforceability of Arrangement Agreement.** Judgments against Tombador in Canada for a breach of the Arrangement Agreement may be difficult to enforce against Tombador's assets located outside of Canada.

The above discussion of the information and factors considered by the Special Committee and the GoviEx Board is not intended to be exhaustive, but is believed by the Special Committee and the GoviEx Board to include the material factors considered by the Special Committee and the GoviEx Board in their respective assessments of the Arrangement. In view of the wide variety of factors considered by the Special Committee and the GoviEx Board in connection with their assessments of the Arrangement and the complexity of such matters, the Special Committee and the GoviEx Board did not consider it practical, nor did they attempt, to quantify, rank or otherwise assign relative weights to the foregoing factors that it considered in reaching their decision. In addition, in considering the factors described above, individual members of the Special Committee and the GoviEx Board may have given different weights to various factors and may have applied different analyses to each of the material factors considered by the Special Committee and the GoviEx Board.

The GoviEx Board's reasons for recommending the Arrangement include certain assumptions relating to forward-looking information and such information and assumptions are subject to various risks. This information should be read in light of the factors described under the section entitled "*Forward-Looking Statements*", under the heading "*Risk Factors*" and in Appendix F, "*Information Concerning Tombador – Risk Factors*".

## **Fairness Opinion**

In connection with the evaluation of the Arrangement, the Special Committee and the GoviEx Board received and considered the Fairness Opinion.

On June 30, 2025, the Special Committee engaged Stifel Canada as independent financial advisor to the Special Committee and the Board to provide the Fairness Opinion to the Special Committee and the Board as to whether the Arrangement is fair, from a financial point of view, to the GoviEx Shareholders. Pursuant to the terms of its engagement letter, Stifel Canada is to be paid a fixed fee for the delivery of the Fairness Opinion. The Company has also agreed to reimburse Stifel Canada for reasonable out-of-pocket expenses.

On August 15, 2025, Stifel Canada delivered its oral Fairness Opinion to the Special Committee and the GoviEx Board to the effect that, as of that date and based on and subject to the assumptions, limitations and qualifications set forth in the written Fairness Opinion, the Consideration to be received by the GoviEx Shareholders pursuant to the Arrangement is fair from a financial point of view to the GoviEx Shareholders.

The full text of the Fairness Opinion, which sets forth assumptions made, methodologies followed, information reviewed, matters considered, and limitations on the scope of the review undertaken by Stifel Canada in connection with its Fairness Opinion, is attached in Appendix E. The following summary is qualified in its entirety by reference to the full text of such Fairness Opinion. Stifel Canada provided their opinion solely for the information and assistance of the Special Committee and the GoviEx Board, respectively, in connection with their consideration of the Arrangement and may not be relied upon by any other person. Except for the inclusion of the Fairness Opinion in its entirety and a summary thereof in this Circular, the Fairness Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without the respective prior written consent of Stifel Canada. The Fairness Opinion is not a recommendation as to how any GoviEx Securityholder should vote or act on any matter relating to the Arrangement or any other matter. You are encouraged to read the Fairness Opinion in its entirety.

In connection with the evaluation of the Arrangement, the Special Committee and the GoviEx Board considered the Fairness Opinion, including the underlying financial analyses. As described under *"The Arrangement – Reasons for the Arrangement"*, the Fairness Opinion was only one of many factors considered by the Special Committee and the GoviEx Board in evaluating the Arrangement and should not be viewed as determinative of the views of the Special Committee and the GoviEx Board with respect to the Arrangement or the Consideration to be received by GoviEx Shareholders pursuant to the Arrangement. In assessing the Fairness Opinion, the Special Committee and the GoviEx Board considered and assessed the independence of Stifel Canada.

Stifel Canada considered several techniques and used a blended approach to determine their opinion on the Arrangement and based the Fairness Opinion upon a number of quantitative and qualitative factors. The full text of the Fairness Opinion, which sets forth assumptions made, procedures followed, information reviewed, matters considered, and limitations on the scope of the review undertaken by Stifel Canada in connection with the Fairness Opinion, is attached in Appendix E. The Fairness Opinion represents the opinion of Stifel Canada and the form and content of the Fairness Opinion have been approved for release by a committee of senior Stifel Canada personnel who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters.

## **Support Agreements**

The Supporting Securityholders, being the directors and officers of the Company, as well as certain significant securityholders of the Company, have entered into the Support Agreements with Tombador pursuant to which they have agreed, among other things, to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement Resolution. As of the date of this Circular, the Supporting Securityholders hold a total of 560,436,221 GoviEx Securities, representing approximately 40% of the outstanding GoviEx Securities.

The Supporting Securityholders have agreed, subject to the terms of the Support Agreements, among other things: (i) at any meeting of GoviEx Securityholders called to vote upon the Arrangement, the Arrangement Agreement or the transactions contemplated by the Arrangement Agreement, to vote, or use best efforts to cause to be voted, all of the GoviEx Securities held or controlled by them in favour of the Arrangement and any other matter necessary for the consummation of the Arrangement, and against any Acquisition Proposal and/or any matter that could reasonably be expected to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement; (ii) not to option, assign, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or dispose or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of their GoviEx Securities, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing, other than in connection with the Arrangement; (iii) not to grant or agree to grant any proxies or power of attorney, or other right to vote their GoviEx Securities, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of GoviEx Securityholders or give consents or approval of any kind with respect to any of their GoviEx Securities, other than pursuant to the terms of the Support Agreements; (iv) to not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement; (v) to not exercise any rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement; and (vi) use best efforts to, no later than three Business Days prior to the date of the Meeting, with respect to all of their GoviEx Securities to deliver or cause to be delivered, a duly executed proxy or proxies causing their GoviEx Securities to be voted in favour of the Arrangement Resolution, and such proxy or proxies shall not be revoked, withdrawn or modified without the prior



written consent of Tombador.

The Support Agreements signed by the Supporting Securityholders shall automatically be terminated upon the earlier of: (a) the Effective Time; (b) by the mutual written agreement of the Supporting Securityholder and Tombador; or (c) the date upon which the Arrangement Agreement is validly terminated in accordance with its terms.

### Plan of Arrangement

The following description is a summary of the Plan of Arrangement and is qualified in its entirety by reference to the full text of the Plan of Arrangement, which is attached as Appendix B to this Circular.

Commencing at the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order, without any further authorization, act or formality, in each case, unless stated otherwise, effective as at one-minute intervals starting at the Effective Time:

- (a) each GoviEx Share held by a Dissenting Shareholder shall be, and shall be deemed to be, transferred and assigned by the holder thereof, without any further act or formality on its part, free and clear of all Encumbrances, to the Company in accordance with, and for the consideration set forth in, Article 3 of the Plan of Arrangement and
  - i. the Dissenting Shareholder shall cease to be the holder thereof,
  - ii. the name of the Dissenting Shareholder shall be removed from the central securities register maintained by or on behalf of GoviEx in respect of the GoviEx Shares as the holder of such GoviEx Shares, such GoviEx Shares shall be cancelled and cease to be outstanding, and GoviEx shall thereupon be obliged to pay the amount therefor determined and payable in accordance with section 3.01 of the Plan of Arrangement,
  - iii. the Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to effect the transfer thereof, and
  - iv. such Dissenting Shareholders will cease to have any rights as GoviEx Shareholders other than the right to be paid the fair value of their GoviEx Shares by GoviEx;
- (b) each GoviEx Share (other than any GoviEx Shares held by any Dissenting Shareholder or a GoviEx Share held by Tombador or any subsidiary of Tombador) shall be, and shall be deemed to be, transferred and assigned by the holder thereof to Tombador without any further act or formality on its part (free and clear of any Encumbrance) in exchange for the Consideration payable by Tombador for each GoviEx Share held, subject to sections 2.05, 2.06 and Article 4 of the Plan of Arrangement, and
  - i. the GoviEx Shareholder shall cease to be the holder thereof,
  - ii. the name of any such GoviEx Shareholder shall be removed from the central securities register maintained by or on behalf of GoviEx in respect of the GoviEx Shares,
  - iii. the GoviEx Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to effect the transfer thereof,
  - iv. such GoviEx Shareholders will cease to have any rights as GoviEx Shareholders other than the right to receive the Consideration that such GoviEx Shareholders are entitled to receive in accordance with section 2.03(b) of the Plan of Arrangement, and
  - v. the name of Tombador shall be added to the central securities register maintained by or on behalf of GoviEx in respect of GoviEx Shares as the holder thereof;
- (c) each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be transferred to Tombador in exchange for an option (each a **"Replacement Option"**) to purchase from

Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of GoviEx Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Option. Following the transfer of the outstanding GoviEx Options to Tombador and issuance of the Replacement Options as set out herein, and notwithstanding any vesting or exercise provisions to which GoviEx Options might otherwise be subject (whether by contract, the terms and conditions of any award agreement, stock option plan or certificate representing such securities, or applicable Law) the transferred GoviEx Options shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option, including the vesting terms and conditions to and manner of exercising, will be the same as the GoviEx Option so exchanged, and shall be governed by terms equivalent to the terms of the GoviEx Stock Option Plan, and any document evidencing a GoviEx Option shall thereafter evidence and be deemed to evidence such Replacement Option exchanged therefor and no certificates evidencing the Replacement Options will be issued. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Option In-The-Money Amount in respect of the GoviEx Option, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Option In-The-Money Amount in respect of the GoviEx Option; and

- (d) each GoviEx Warrant outstanding immediately prior to the Effective Time, shall, without any further action on the part of any holder thereof, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Warrant. Following the transfer of the outstanding GoviEx Warrants to Tombador and issuance of the Replacement Options as set out above in this Section 2.03(d), and notwithstanding any exercise provisions to which a GoviEx Warrant might otherwise be subject (whether by contract, the terms and conditions of any indenture or certificate representing such securities, or applicable Law), the transferred GoviEx Warrants shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option will be the same as the GoviEx Warrant so exchanged. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant.

### **Effect of the Arrangement**

On completion of the Arrangement, it is expected that:

- (a) Tombador will have acquired all of the issued and outstanding GoviEx shares, other than those GoviEx Shares held by Dissenting Shareholders who validly exercised their Dissent Rights and Tombador, if any, on the basis of 0.2534 Tombador Shares for each GoviEx Share held;
- (b) any Dissenting Shareholder who validly exercises Dissent Rights will have transferred their GoviEx Shares to GoviEx for the consideration determined in accordance with the Dissent Rights as set out Under the heading "*Dissenting Shareholders' Rights*";
- (c) each GoviEx Option will be transferred to Tombador in exchange for a Replacement Option having the

economic terms as described in the Plan of Arrangement;

- (d) each GoviEx Warrant will be transferred to Tombador in exchange for a Replacement Option having the economic terms as described in the Plan of Arrangement;
- (e) assuming that Tombador completes the Tombador Capital Raise, raising the Minimum Subscription:
  - there will be an aggregate of approximately 373,172,386 Tombador Shares issued and outstanding, inclusive of 10,000,000 Tombador Shares to be issued to Yelverton Capital and Matador in consideration for services rendered as part of the Arrangement, subject to Tombador Shareholder Approval as set out in the Tombador Meeting Materials; and
  - current holders of GoviEx Shares will hold an aggregate of approximately 258,990,559 Tombador Shares, representing approximately 69.40% of the then issued and outstanding Tombador Shares; and
- (f) assuming that Tombador completes the Tombador Capital Raise, raising the Maximum Subscription:
  - there will be an aggregate of approximately 391,029,528 Tombador Shares issued and outstanding, inclusive of 10,000,000 Tombador Shares to be issued to Yelverton Capital and Matador in consideration for services rendered as part of the Arrangement, subject to Tombador Shareholder Approval as set out in the Tombador Meeting Materials;; and
  - current holders of GoviEx Shares will hold an aggregate of approximately 258,990,559 Tombador Shares, representing approximately 66.23% of the then issued and outstanding Tombador Shares.

### **Effective Date of the Arrangement**

If the Arrangement Resolution is passed with the Required Shareholder and Securityholder Approvals, the Final Order is obtained, every other requirement of the BCBCA relating to the Arrangement is complied with and all other conditions disclosed below under *"The Arrangement Agreement — Conditions to Closing"* are satisfied or waived, the Arrangement will become effective on the Effective Date.

### **Exchange of GoviEx Securities**

#### ***Letter of Transmittal***

Registered GoviEx Shareholders will have received a Letter of Transmittal with this Circular. In order to receive the Consideration, Registered GoviEx Shareholders (other than the Dissenting Shareholders and Tombador) holding their GoviEx Shares in certificated form or in DRS form must complete and sign the Letter of Transmittal enclosed with this Circular and deliver it and the other documents required by it, including the certificates or DRS Advice(s) representing the GoviEx Shares, to the Depositary in accordance with the instructions contained in the Letter of Transmittal. Beneficial Shareholders must contact their Intermediary for instructions and assistance in receiving the Consideration for their GoviEx Shares.

The Letter of Transmittal contains procedural information relating to the Arrangement and should be reviewed carefully. Registered Shareholders (other than the Dissenting Shareholders) can obtain additional copies of the Letter of Transmittal by contacting the Depositary at 1-800-564-6253 (within North America) or 1-514-982-7555 (international) or by e-mail at [corporateactions@computershare.com](mailto:corporateactions@computershare.com). The Letter of Transmittal is also available on SEDAR+ under the Company's profile at [www.sedarplus.ca](http://www.sedarplus.ca).

Tombador, in its absolute discretion, reserves the right to instruct the Depositary or the Australian Registrar, as the case may be, to waive or not to waive any and all defects or irregularities contained in any Letter of Transmittal or other document and any such waiver or non-waiver will be binding upon the affected GoviEx Shareholders. The granting of a waiver to one or more GoviEx Shareholders does not constitute a waiver for any other GoviEx Shareholders. Tombador reserves the right to demand strict compliance with the terms of the Letter of Transmittal and the Arrangement. The method used to deliver the Letter of Transmittal and any accompanying certificate(s) or DRS

Advice(s) representing the GoviEx Shares is at the option and risk of the holder surrendering them, and delivery will be deemed effective only when such documents are actually received by the Depositary. The Company and Tombador recommend that the necessary documentation be hand delivered to the Depositary, and a receipt obtained therefor; otherwise the use of registered mail with an acknowledgment of receipt requested, and with proper insurance obtained, is recommended.

### ***Exchange Procedure***

On the Effective Date, each Former Shareholder (other than a Dissenting Shareholder and Tombador) holding GoviEx Shares in certificated form or in DRS form who has surrendered to the Depositary one or more certificates or DRS Advice(s) representing one or more outstanding GoviEx Shares, shall, following completion of the transactions described above under the heading “*The Arrangement – Plan of Arrangement*”, be entitled to receive the Consideration Shares, and the Depositary shall arrange, as soon as practicable following the Effective Time, for the delivery to such Former Shareholder of a holding statement showing the issuance to such Former Shareholder of the Consideration Shares that such Former Shareholder is entitled to receive in accordance with the terms of the Arrangement; and the certificate(s) or DRS Advice(s) so surrendered shall forthwith be cancelled.

If you are a Registered Shareholder of certificated GoviEx Shares or GoviEx Shares in DRS form and do not deliver your Letter of Transmittal in accordance with the instructions therein, any Consideration Shares to which you will be entitled will be registered in the name of the Depositary, as nominee, with the Australian Registrar.

Upon surrender to the Depositary of a certificate or DRS Advice that immediately before the Effective Time represented one or more outstanding GoviEx Shares that were exchanged for the Consideration in accordance with the terms of the Arrangement, together with such other documents and instruments as would have been required to effect the transfer of the GoviEx Shares formerly represented by such certificate or DRS Advice under the terms of such certificate or DRS Advice, the BCBCA or the articles of the Company and such additional documents and instruments as the Depositary and the Australian Registrar may reasonably require, the holder of such surrendered certificate or DRS Advice will be entitled to receive in exchange therefor, and the Depositary or the Australian Registrar will, following the Effective Time, arrange for the issuance of the Consideration Shares to such holder and for the delivery of a holding statement to such holder showing the balance of Tombador Shares held, and the certificate or DRS Advice so surrendered shall forthwith be cancelled.

After the Effective Time and until surrendered, each certificate that immediately prior to the Effective Time represented one or more GoviEx Shares following completion of the transactions described above under the heading “*The Arrangement – Plan of Arrangement*”, shall be deemed at all times to represent only the right to receive in exchange therefor the Consideration that the holder of such certificate or DRS Advice is entitled to receive in accordance with the terms of the Arrangement.

Former Shareholders who hold GoviEx Shares registered in the name of an Intermediary should contact the Intermediary for instructions and assistance in providing details for registration and delivery of the Consideration to which the Beneficial Shareholder is entitled.

No dividend or other distribution declared or made after the Effective Time with respect to Tombador Shares with a record date after the Effective Time will be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding GoviEx Shares unless and until the holder of such certificate has complied with the provisions of the Arrangement as described in the foregoing paragraphs under the heading “*Exchange Procedure*” or under the heading “*Lost Certificates or DRS Advices*”. Subject to applicable Law and to applicable withholding rights, at the time of such compliance, there will, in addition to the delivery of Consideration to which such holder is entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time that such holder is entitled with respect to such Tombador Shares.

### ***Settlement Information for Brokers, Investment Dealers, Financial Institutions, Trust Companies and other Nominees, in respect of Tombador Shares***

Where GoviEx Shares are currently registered in the name of a nominee (e.g., CDS or CEDE & Co.), brokers, financial institutions, trust companies and other intermediaries are advised that, in order for the Tombador Shares to be issued under the Arrangement to GoviEx Shareholders through CHESS, registration details for such GoviEx Shareholders must be provided to the nominee (to be forwarded to the Depositary) by the Election Deadline. CDS will cause the

Tombador Shares to be issued to its participants rather than to individual Former Shareholders the event that any shares are not withdrawn from CDS by the Election Deadline.

### ***Treatment of GoviEx Options***

Each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, will be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of GoviEx Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per GoviEx Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options will be exercisable until the original expiry date of such GoviEx Option. Except as otherwise set out herein, all other terms and conditions of the Replacement Option, including the vesting terms and conditions to and manner of exercising, will be the same as the GoviEx Option so exchanged, and will be governed by terms equivalent to the terms of the GoviEx Stock Option Plan, and any document evidencing a GoviEx Option will thereafter evidence and be deemed to evidence such Replacement Option. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Option In-The-Money Amount in respect of the GoviEx Option, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Option In-The-Money Amount in respect of the GoviEx Option.

Optionholders who intend to exercise vested GoviEx Options in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date.

### ***Treatment of GoviEx Warrants***

Each GoviEx Warrant outstanding immediately prior to the Effective Time will, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio, converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Warrant. Except as set out above, all other terms and conditions of the Replacement Option will be the same as the GoviEx Warrant so exchanged). Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant.

Warrantheolders who intend to exercise GoviEx Warrants in advance of the Effective Date are encouraged to do so as soon as possible and, in any event, at least four Business Days prior to the Effective Date.

### ***Lost Certificates or DRS Advices***

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding GoviEx Shares that were exchanged for Consideration pursuant to the Plan of Arrangement, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed or completion of the lost affidavit on the Letter of Transmittal along with lost premium payment, the Depositary will issue in exchange for such lost, stolen or destroyed certificate the Consideration payable and deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such payment and delivery in exchange for any lost, stolen or destroyed certificate, the person to whom such Consideration is to be paid and delivered shall as a condition precedent to the payment and delivery of such Consideration, give a bond satisfactory to Tombador and the Depositary in such sum as Tombador may direct, or

otherwise indemnify Tombador and the Company in a manner satisfactory to Tombador and the Company, each acting reasonably, against any claim that may be made against Tombador and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

If a DRS Advice representing GoviEx Shares has been lost, stolen or destroyed, the holder can request a copy of the DRS Advice by contacting Computershare Investor Services Inc. by phone: toll-free in North America at 1-800-564-6253 or international at 1-514-982-7555, with no bond indemnity required.

### ***Extinction of Rights***

If any Registered Shareholder fails to deliver to the Depositary, the certificate(s), documents or instruments required to be delivered to the Depositary or the Australian Registrar in the manner described in this Circular on or before the date that is six years after the Effective Date (the “**Deposit Deadline**”), on the Deposit Deadline: (a) such Former Shareholder will be deemed to have donated and forfeited to Tombador or its successor any Consideration held by the Depositary in a nominee account for such former holder to which such former holder is entitled; and (b) any certificate representing GoviEx Shares formerly held by such Former Shareholder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to Tombador and will be cancelled. Neither the Depositary, the Australian Registrar the Company nor Tombador, nor any of their respective successors, will be liable to any person in respect of any Consideration (including any consideration previously held by the Depositary or the Australian Registrar in a nominee account for any such Former Shareholder) which is forfeited to the Company or Tombador or paid or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

### ***No Fractional Shares to be Issued***

No fractional Tombador Shares shall be issued to Former Shareholders. The number of Tombador Shares to be issued to Former Shareholders shall be rounded down to the nearest whole Tombador Share in the event that a Former Shareholder is entitled to a fractional share and no person will be entitled to any compensation in respect of a fractional share.

### ***Withholding Rights***

Tombador, GoviEx, the Depositary and the Australian Registrar, as applicable, will be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any person under the Plan of Arrangement and from all dividends (including deemed dividends for tax purposes) or other distributions otherwise payable to any former GoviEx Securityholders such amounts as Tombador, GoviEx, the Depositary or the Australian Registrar may be required or permitted to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes.

To the extent that such amounts are so deducted and withheld, such amounts shall be treated for all purposes under the Plan of Arrangement as having been paid to the former GoviEx Securityholder to whom such amounts would otherwise have been paid, provided that such withheld amounts are actually remitted to the appropriate tax authority. Tombador, GoviEx, the Depositary or the Australian Registrar, as applicable, may sell or otherwise dispose of any portion of the Consideration or other amounts otherwise payable to a former GoviEx Securityholder under the Plan of Arrangement as is necessary to provide sufficient funds to enable the payor to comply with its deduction and/or withholding requirements.

### ***Effects of the Arrangement on Shareholders' Rights***

GoviEx Shareholders receiving Tombador Shares under the Arrangement will become shareholders of Tombador. Tombador is a corporation incorporated under the laws of Australia. The Tombador Shares are currently voluntarily suspended from trading on the ASX but are expected to be reinstated on completion of the Arrangement under the symbol “AEU”.

### ***Interests of Certain Persons in the Arrangement***

In considering the Arrangement and the recommendations of the Special Committee and the GoviEx Board with respect to the Arrangement, GoviEx Securityholders should be aware that certain directors and Senior Officers have certain

interests that may be considered, different from, or in addition to, the interests of other GoviEx Securityholders generally, which may present them with actual or potential conflicts of interest in connection with the Arrangement. The GoviEx Board is aware of these interests and considered them along with the other matters described above in “*The Arrangement – Reasons for the Arrangement*”, when recommending that GoviEx Securityholders approving the Arrangement and recommending that GoviEx Securityholders vote in favour of the Arrangement Resolution.

### ***Securities Held by Directors and Senior Officers of the Company***

The table below sets out for each director and Senior Officer of the Company the number of GoviEx Securities beneficially owned or controlled or directed by each of them and their associates and affiliates as of September 4, 2025, the Record Date, that will be entitled to be voted at the Meeting.

| <b>Name, Province and<br/>Country of Residence,<br/>and Position<br/>with the Company</b>    | <b>Number of GoviEx<br/>Securities</b> | <b>% of Class <sup>(1)</sup></b> |
|----------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------|
| <b>Govind Friedland</b><br>New York, United States<br><i>Executive Chairman and Director</i> | 67,086,714                             | 4.79%                            |
| <b>Daniel Major</b><br>Kent, England<br><i>Chief Executive Officer and Director</i>          | 8,168,422                              | 0.58%                            |
| <b>Salma Seetaroo</b><br>London, England<br><i>Director</i>                                  | 3,833,875                              | 0.27%                            |
| <b>Eric Krafft</b><br>Principality of Monaco<br><i>Director</i>                              | 144,975,747                            | 10.35%                           |
| <b>Benoit La Salle</b><br>Québec, Canada<br><i>Director</i>                                  | 4,271,767                              | 0.31%                            |
| <b>Christopher S. Wallace</b><br>BC, Canada<br><i>Director</i>                               | 5,123,375                              | 0.37%                            |
| <b>Allison Fedorkiw</b><br>BC, Canada<br><i>Director</i>                                     | 1,600,000                              | 0.11%                            |
| <b>Lei Wang</b><br>BC, Canada<br><i>Chief Financial Officer</i>                              | 3,768,000                              | 0.27%                            |
| <b>Jerome Randabel</b><br>Cap Malheureux, Mauritius<br><i>Chief Geologist</i>                | 3,957,800                              | 0.28%                            |
| <b>Rodrigo Romo</b><br>BC, Canada<br><i>Corporate Secretary</i>                              | 3,841,500                              | 0.27%                            |
| <b>Total</b>                                                                                 | <b>246,627,200</b>                     | <b>17.61%</b>                    |

#### **Notes:**

- (1) Based on 1,022,062,190 GoviEx Shares, 54,026,294 Options and 324,395,349 Warrants issued and outstanding as of September 4, 2025. As a group, all current directors and Senior Officers beneficially own, directly or indirectly, or exercise



control or discretion over, as of September 4, 2025, a total of 246,627,200 GoviEx Securities, representing approximately 40% of the issued and outstanding GoviEx Securities.

### ***GoviEx Shares***

As of September 4, 2025, the Record Date, the directors and Senior Officers of the Company beneficially own, control or direct, directly or indirectly, an aggregate of 143,152,406 GoviEx Shares that will be entitled to be voted at the Meeting, representing approximately 14% of the issued and outstanding GoviEx Shares as of September 9, 2025, the date immediately preceding the date of this Circular.

All of the GoviEx Shares owned or controlled by such directors and Senior Officers of the Company will be treated in the same manner under the Arrangement as GoviEx Shares held by any other GoviEx Shareholders.

If the Arrangement is completed, the directors and Senior Officers of the Company will receive as a group, in exchange for such GoviEx Shares held at the Effective Time, an aggregate of approximately 36,274,820 Tombador Shares, subject to finalisation of the Tombador Re-Compliance Prospectus. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Shareholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, GoviEx Shareholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### ***GoviEx Options***

As of September 4, 2025, the Record Date, the directors and Senior Officers of the Company hold 35,736,294 GoviEx Options that will be entitled to be voted at the Meeting. These GoviEx Options have exercise prices ranging from C\$0.05 to C\$0.31 per GoviEx Share and are exercisable for an aggregate of 35,736,294 GoviEx Shares.

All of the GoviEx Options held by such directors and Senior Officers of the Company will be treated in the same manner under the Arrangement as GoviEx Options held by any other Optionholders.

If the Arrangement is completed, the directors and Senior Officers of GoviEx are expected to receive as a group, in exchange for such GoviEx Options held on the Effective Time, an aggregate of up to 9,055,577 Replacement Options (such number reduced by expiration or exercise) to acquire Tombador Shares, subject to finalisation of the Tombador Re-Compliance Prospectus. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Shareholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, holders of GoviEx Options are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### ***GoviEx Warrants***

As of September 4, 2025, the Record Date, the directors and Senior Officers of the Company hold 67,738,500 GoviEx Warrants that will be entitled to be voted at the Meeting. The GoviEx Warrants have exercise prices ranging from US\$0.051 to US\$0.24 per GoviEx Share and are exercisable for an aggregate of 67,738,500 GoviEx Shares.

If the Arrangement is completed, the directors and Senior Officers of GoviEx are expected to receive as a group, in exchange for such GoviEx Warrants held on the Effective Time, an aggregate of up to 17,164,936 Replacement Options (such number reduced by expiration or exercise) to acquire Tombador Shares, subject to finalisation of the Tombador Re-Compliance Prospectus. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Shareholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, holder of GoviEx Warrants are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).



## ***Employment Matters – Change of Control***

Certain directors and Senior Officers of the Company are parties to agreements which provide for change control payments by the Company in the case of a change of control (as defined in such respective agreements) which agreements and change of control payments are summarized below.

### ***Daniel Major***

The Company is party to an employment agreement with Mr. Major dated October 26, 2012, as amended, which provides, effective July 1, 2025, for a base salary of £240,000 and the reimbursement for all reasonable expenses incurred by Mr. Major in the course of performing his duties as the Company's Chief Executive Officer. From February 1, 2024 to June 30, 2025 Mr. Major's base salary was £234,559, and from February 1, 2023 until January 31, 2024 Mr. Major's base salary was £228,838.

GoviEx may terminate Mr. Major's employment agreement with three months' notice in writing, or provide payment in lieu of notice of a lump sum amount equal to three months' salary plus any amount required to reimburse Mr. Major for expenses incurred to the date he ceases to be employed by the Company. Likewise, Mr. Major may terminate his employment on two months' notice in writing.

Under Mr. Major's employment agreement, upon a change of control, Mr. Major would be eligible to receive a one-time bonus (payable in cash or shares depending on the consideration paid to the Company in the transaction) equal to 0.5% of the net proceeds received by the Company at the closing of the transaction. The GoviEx Board has resolved to pay Mr. Major a fee of approximately \$300,000 as a bonus in connection with the change of control provisions of his employment agreement.

### ***Lei Wang***

Lei Wang provides her services as the Company's CFO through Global Mining Management Corporation ("**GMM**"), which is her employer.

The Company is a shareholder of GMM along with a number of private and publicly listed companies (collectively, the "**GMM Parties**"). GMM provides, on a cost-recovery basis, shared services to the GMM Parties including, but not limited to office space, furnishings, equipment and communications facilities in Vancouver. The GMM Parties also share the costs of employing administrative and certain management personnel in these offices.

The terms of Ms. Wang's employment agreement with GMM do not provide for provisions with respect to change of control, severance, termination or constructive dismissal beyond what is prescribed by British Columbia employment legislation.

The Company and Ms. Wang entered into a change of control agreement dated November 17, 2020 (the "**Wang CoC Agreement**"), whereby upon the termination of the Company as one of the GMM Parties and/or the termination of Ms. Wang as the Chief Financial Officer of the Company, within 12 months from the occurrence of and in relation to a change of control (as defined in the Wang CoC Agreement), Ms. Wang shall be entitled to receive in one lump sum, within seven (7) business days of the change of control:

- (i) an amount equal to one (1) time her annual base salary at the time;
- (ii) an amount equal to the average monthly cost of benefits for Ms. Wang (excluding amounts paid as a bonus), paid by the Company under the management services agreement with GMM during the preceding twelve-month period; and
- (iii) the average annual bonus paid, if any, by the Company under the management services agreement with GMM or otherwise by the Company in respect of the Chief Financial Officer in the previous two years.

If Ms. Wang holds any options, rights, warrants or other entitlements for the purchase or acquisition of securities in the capital of the Company (collectively, "**Wang Options**"), regardless of whether such Wang Options are then exercisable in accordance with the terms thereof and notwithstanding the terms and conditions of such Wang Options or of any plan or other document affecting such Wang Options, all of such Wang Options shall thereupon be immediately fully vested and any unexercised portion of such Wang Options will thereafter be exercisable by the holder or, in the event of the holder's death or incapacity, by the legal personal representatives of the holder or his estate for a term that is the lesser of (i) one year after the change of control and (ii) the remaining term of such Wang Options, subject, in both

cases, to extension arising in connection with a black-out period as provided in the GoviEx Stock Option Plan, if applicable.

Ms. Wang shall be entitled to reimbursement by the Company for reasonable legal fees incurred in enforcing her rights under the CoC Agreement.

*Rodrigo Romo*

Mr. Romo provides his services as the Company's Corporate Secretary through GMM, which is his employer.

The terms of Mr. Romo's employment agreement with GMM do not provide for provisions with respect to change of control, severance, termination or constructive dismissal beyond what is prescribed by British Columbia employment legislation.

The Company and Mr. Romo entered into a change of control agreement dated November 17, 2020 (the "**Romo CoC Agreement**"), whereby upon the termination of the Company as one of the GMM Parties and/or the termination of Mr. Romo as the Corporate Secretary of the Company, within 12 months from the occurrence of and in relation to a change of control (as defined in the Romo CoC Agreement), Mr. Romo shall be entitled to receive in one lump sum, within seven (7) business days of the change of control:

- (i) an amount equal to one (1) time his annual base salary at the time;
- (ii) an amount equal to the average monthly cost of benefits for Mr. Romo (excluding amounts paid as a bonus), paid by the Company under the management services agreement with GMM during the preceding twelve-month period; and
- (iii) the average annual bonus paid, if any, by the Company under the management services agreement with GMM or otherwise by the Company in respect of the Corporate Secretary in the previous two years.

If Mr. Romo holds any options, rights, warrants or other entitlements for the purchase or acquisition of securities in the capital of the Company (collectively, "**Romo Options**"), regardless of whether such Romo Options are then exercisable in accordance with the terms thereof and notwithstanding the terms and conditions of such Romo Options or of any plan or other document affecting such Romo Options, all of such Romo Options shall thereupon be immediately fully vested and any unexercised portion of such Romo Options will thereafter be exercisable by the holder or, in the event of the holder's death or incapacity, by the legal personal representatives of the holder or his estate for a term that is the lesser of (i) one year after the change of control and (ii) the remaining term of such Romo Options, subject, in both cases, to extension arising in connection with a black-out period as provided in the GoviEx Stock Option Plan, if applicable.

Mr. Romo shall be entitled to reimbursement by the Company for reasonable legal fees incurred in enforcing his rights under the Romo CoC Agreement.

### **Required Shareholder and Securityholder Approval of the Arrangement**

At the Meeting, pursuant to the Interim Order, GoviEx Securityholders will be asked to approve the Arrangement Resolution. The complete text of the Arrangement Resolution to be presented to the Meeting is set forth in Appendix A to this Circular. Each GoviEx Securityholder as at the Record Date will be entitled to vote on the Arrangement Resolution.

In order to become effective, the Arrangement Resolution must be approved by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Shareholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Share entitling a GoviEx Shareholder to one vote, and (ii) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Securityholders present in person or represented by proxy and entitled to vote at the Meeting, with each GoviEx Security entitling a GoviEx Securityholder to one vote.

The Arrangement Resolution must receive the Required Shareholder and Securityholder Approval in order for the Company to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

## **Court Approval of the Arrangement**

### ***Interim Order***

The Arrangement requires approval by the Court under Section 291 of the BCBCA. Prior to the mailing of this Circular, the Company obtained the Interim Order providing for the calling and holding of the Meeting, the Dissent Rights and other procedural matters. A copy of the Interim Order is attached as Appendix C to this Circular.

### ***Final Order***

Subject to the approval of the Arrangement Resolution by GoviEx Shareholders and GoviEx Securityholders at the Meeting, the Company intends to make an application to the Court for the Final Order approving the Arrangement. The application for the Final Order is expected to take place at the courthouse of the Court at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. (Vancouver time) on October 29, 2025, or as soon thereafter as counsel may be heard, or at any other date and time and by any other method as the Court may direct. A copy of the Notice of Petition is set forth in Appendix D to this Circular.

The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement. The Court will consider, among other things, the fairness and reasonableness of the terms and conditions of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, the Company may determine not to proceed with the Arrangement. Prior to the hearing on the Final Order, the Court will be informed that the Final Order will also constitute the basis for an exemption from registration under the U.S. Securities Act for the Tombador Shares to be issued in the Arrangement to GoviEx Shareholders and for the issuance of the Replacement Options to be issued in the Arrangement to Optionholders and Warrantholders, each pursuant to Section 3(a)(10) of the U.S. Securities Act.

Any Securityholder or any other interested party who wishes to appear or be represented and to present evidence or arguments at that hearing of the application for the Final Order must file and serve a Response to Petition by no later than 2:00 P.M. (Vancouver time) on October 27, 2025, along with any other documents required, all as set out in the Interim Order and the Notice of Petition, the text of which are set out in Appendix C and Appendix D to this Circular, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned, then, subject to further order of the Court, only those persons having previously filed and served a Response to Petition will be given notice of the adjournment.

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Notice of Petition attached at Appendix D to this Circular. The Notice of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

### **Dissenting Shareholders' Rights**

The following is a summary of the provisions of the BCBCA relating to a GoviEx Shareholder's dissent and appraisal rights in respect of the Arrangement Resolution. Such summary is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of its GoviEx Shares. This summary is qualified in its entirety by reference to the full text of Sections 237 to 247 of the BCBCA, which is attached as Appendix H to this Circular, as modified by the Plan of Arrangement, the Interim Order (which is attached at Appendix C to this Circular) and the Final Order. The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

**The statutory provisions dealing with the right of dissent are technical and complex. Any GoviEx Shareholder seeking to exercise his, her or its Dissent Rights should seek independent legal advice, as failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as may be modified by the Interim Order, the Plan of Arrangement and the Final Order, may result in the loss of any right of dissent. Accordingly, each GoviEx Shareholder who wishes to exercise Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA and consult a legal advisor.**

Pursuant to the Interim Order, each Registered Shareholder as at the close of business on the Record Date may

exercise Dissent Rights in respect of the Arrangement under Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order. Registered Shareholders who duly and validly exercise such Dissent Rights and who:

- are ultimately entitled to be paid fair value for their Dissent Shares (1) shall be deemed to not have participated in the transaction in the Arrangement (other than as it relates to the treatment of Dissenting Shareholders); (2) shall be deemed to have transferred and assigned their Dissent Shares to GoviEx as of the Effective Time; (3) will be entitled to be paid (subject to applicable withholdings) the fair value of such Dissent Shares by GoviEx, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted at the Meeting; and (4) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such GoviEx Shares; or
- for any reason are ultimately not entitled to be paid fair value for their Dissent Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-Dissenting Shareholder and will receive the Consideration on the same basis as every other non-Dissenting Shareholder;

but in no case will GoviEx, Tombador, the Depositary or any other person be required to recognize a Dissenting Shareholder as a registered or beneficial holder of GoviEx Shares or any interest therein (other than the Dissent Rights set out in Section 3.01 of the Plan of Arrangement) at or after the Effective Date, and the names of such Dissenting Shareholders will be deleted from the register of GoviEx as of the Effective Time. For greater certainty, no Shareholders who vote, or who have instructed a proxyholder to vote, in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

Persons who are Beneficial Shareholders who wish to dissent with respect to their GoviEx Shares should be aware that only Registered Shareholders as at the close of business on the Record Date are entitled to dissent with respect to their GoviEx Shares. A Registered Shareholder such as an Intermediary who holds GoviEx Shares as nominee for Beneficial Shareholders, some of whom wish to dissent, must exercise Dissent Rights on behalf of such Beneficial Shareholders with respect to the GoviEx Shares held for such Beneficial Shareholders. In such case, the Notice of Dissent (as defined below) should set forth the number of GoviEx Shares it covers. None of the Optionholders or Warrantheolders may exercise rights of dissent.

Pursuant to Sections 237 to 247 of the BCBCA, every Registered Shareholder who duly and validly dissents from the Arrangement Resolution in strict compliance with Section 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order will be entitled to be paid the fair value of the GoviEx Shares held by such Dissenting Shareholder determined as at the point in time immediately before the passing of the Arrangement Resolution.

To exercise Dissent Rights, a Registered Shareholder as at the close of business on the Record Date must dissent with respect to all GoviEx Shares in which the holder owns either a registered or beneficial interest. A Registered Shareholder who wishes to dissent must deliver written notice of dissent (a “**Notice of Dissent**”) to GoviEx, The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC, V6C 3E1 by 4:00 p.m. (Vancouver time) on or before October 22, 2025 (or by 4:00 p.m. (Vancouver time) on the day that is two days immediately preceding the Meeting if it is not held on October 24, 2025), and such Notice of Dissent must strictly comply with the requirements of Section 242 of the BCBCA. Any failure by a GoviEx Shareholder to fully comply may result in the loss of that holder’s Dissent Rights. Beneficial Shareholders who wish to exercise Dissent Rights must arrange for the Registered Shareholder holding their GoviEx Shares to deliver the Notice of Dissent.

The delivery of a Notice of Dissent does not deprive a Dissenting Shareholder of the right to vote at the Meeting on the Arrangement Resolution; however, a Dissenting Shareholder is not entitled to exercise the Dissent Rights with respect to any of his or her GoviEx Shares if the Dissenting Shareholder votes in favour of the Arrangement Resolution. A vote against the Arrangement Resolution, whether in person or by proxy, does not constitute a Notice of Dissent.

A Registered Shareholder that wishes to exercise Dissent Rights must prepare a separate Notice of Dissent for himself, herself, or itself if dissenting on his, her or its own behalf, and for each other person who beneficially owns GoviEx Shares registered in the Dissenting Shareholder’s name and on whose behalf the Dissenting Shareholder is dissenting,

and must dissent with respect to all of the GoviEx Shares registered in his, her or its name beneficially owned by the Beneficial Shareholder on whose behalf he or she is dissenting. The Notice of Dissent must set out the number of GoviEx Shares in respect of which the Notice of Dissent is to be sent (the “**Notice Shares**”) and:

- if such Notice Shares constitute all of the GoviEx Shares of which the holder is the registered and beneficial owner and the holder owns no other GoviEx Shares beneficially, a statement to that effect;
- if such Notice Shares constitute all of the GoviEx Shares of which the holder is both the registered and beneficial owner, but the holder owns additional GoviEx Shares beneficially, a statement to that effect and the names of the registered holders of GoviEx Shares, the number of GoviEx Shares held by each such holder and a statement that written Notices of Dissent are being or have been sent with respect to such other GoviEx Shares; or
- if the Dissent Rights are being exercised by a holder of GoviEx Shares on behalf of a beneficial owner of GoviEx Shares who is not the Dissenting Shareholder, a statement to that effect and the name and address of the beneficial holder of the GoviEx Shares and a statement that the registered holder is dissenting with respect to all GoviEx Shares of the beneficial holder registered in such registered holder’s name.

Unless the Court orders otherwise, if a person who beneficially owns GoviEx Shares on whose behalf dissent is being exercised fails to ensure that every Registered Shareholder who is a registered owner of any of the shares beneficially owned by such beneficial owner complies with the statement in (c) above, the Dissent Right of such Registered Shareholder to dissent on behalf of such beneficial owner with respect to the Arrangement terminates and Part 8 – Division 2 of the BCBCA, other than section 247, ceases to apply to such Registered Shareholder in respect of the shares that are beneficially owned by such beneficial owner.

It is a condition to Tombador’s obligation to complete the Arrangement that persons holding no more than 5% of the issued and outstanding GoviEx Shares shall have validly exercised Dissent Rights (and not withdrawn such exercise). Each of the Supporting Shareholders has agreed to waive his or her Dissent Rights as a holder of GoviEx Shares.

If the Arrangement Resolution is approved by the Required Shareholder Approval and if GoviEx notifies the Dissenting Shareholder of the Company’s intention to act upon the Arrangement Resolution, the Dissenting Shareholder, if he, she or it wishes to proceed with the dissent, is required, within one month after GoviEx gives such notice, to send to GoviEx the certificates (if any) representing the Notice Shares and a written statement that requires GoviEx to purchase all of the Notice Shares (including a written statement prepared in accordance with Section 244(1)(c) of the BCBCA if the dissent is being exercised by a Registered Shareholder on behalf of a Beneficial Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the GoviEx Shareholders becomes a Dissenting Shareholder, and is bound to sell, and Tombador is bound to purchase, those GoviEx Shares. Such Dissenting Shareholder may not vote or exercise or assert any rights of a GoviEx Shareholder in respect of such Notice Shares, other than the rights set forth in Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order.

The Dissenting Shareholder and GoviEx may agree on the payout value of the Notice Shares; otherwise, either party may apply to the Court to determine the fair value of the Notice Shares. There is no obligation on GoviEx or Tombador to make an application to the Court. After a determination of the payout value of the Notice Shares, Tombador must then promptly pay that amount to the Dissenting Shareholder. There can be no assurance that the amount a Dissenting Shareholder may receive as fair value for its GoviEx Shares will be more than or equal to the Consideration under the Arrangement. It should be noted that an investment banking opinion as to the fairness, from a financial point of view, of the consideration payable in a transaction such as the Arrangement is not an opinion as to fair value under the BCBCA.

In no circumstances will GoviEx, Tombador, the Depositary or any other person be required to recognize a person as a Dissenting Shareholder unless such person is the holder of the GoviEx Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time of the Arrangement; (i) if such person has voted or instructed a proxyholder to vote the Notice Shares in favour of the Arrangement Resolution; and (ii) unless such person has strictly complied with the procedures for exercising Dissent Rights set out in Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order, and does not withdraw such person’s Notice of Dissent prior to the Effective Time of the Arrangement.

Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting Shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Notice of Dissent was sent is abandoned or by its terms will not proceed, the Arrangement Resolution does not pass, a court permanently enjoins or sets aside the corporate action approved by the Arrangement Resolution, the Dissenting Shareholder votes in favour of the Arrangement Resolution, or the Dissenting Shareholder withdraws the Notice of Dissent with GoviEx's written consent. If any of these events occur, GoviEx must return the share certificates representing the GoviEx Shares to the Dissenting Shareholder and the Dissenting Shareholder regains the ability to vote and exercise its rights as a GoviEx Shareholder.

If a Dissenting Shareholder fails to strictly comply with the requirements of the Dissent Rights set out in the Interim Order, it will lose its Dissent Rights, GoviEx will return to the Dissenting Shareholder the certificates or DRS Advices representing the Notice Shares that were delivered to GoviEx, if any, and if the Arrangement is completed, that Dissenting Shareholder will be deemed to have participated in the Arrangement on the same terms as a GoviEx Shareholder.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A GoviEx Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order. Persons who are beneficial holders of GoviEx Shares registered in the name of an Intermediary such as a broker, custodian, nominee, other Intermediary, or in some other name, who wish to dissent should be aware that only the registered owner of such GoviEx Shares is entitled to dissent. None of the Optionholders and Warrantholders are entitled to exercise Dissent Rights.

**GoviEx suggests that any GoviEx Shareholder wishing to avail themselves of the Dissent Rights seek their own legal advice as failure to strictly comply with the requirements set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Plan of Arrangement and the Final Order, may result in the loss of any right of dissent.** Dissenting Shareholders should note that the exercise of Dissent Rights can be a complex, time-consuming and expensive process. For a general summary of certain income tax implications to a Dissenting Shareholder, see "*Certain Canadian Federal Income Tax Considerations*".

### **Stock Exchange Delisting and Reporting Issuer Status**

It is anticipated that the GoviEx Shares will be delisted from the TSXV and the OTCQB following the completion of the Arrangement.

Following the Effective Date, it is expected that Tombador will cause the Company to apply to cease to be a reporting issuer under the securities legislation of each of the provinces in Canada under which it is currently a reporting issuer (or equivalent) or take or cause to be taken such other measures as may be appropriate to ensure that the Company is not required to prepare and file continuous disclosure documents.

As a result of the Arrangement, the Combined Company will become a reporting issuer in British Columbia, Alberta and Ontario. The Combined Company does not expect to be eligible to qualify as a "designated foreign issuer" (as defined under applicable Canadian securities laws) which would make it be subject to fewer disclosure and other requirements of Canadian securities laws, as compared to GoviEx. If the Combined Company is able to satisfy the applicable requirements, it intends to apply to cease to be a reporting issuer in Canada after completion of the Arrangement. Whether the Combined Company qualifies as a "designated foreign issuer" or ceases to be a reporting issuer in Canada will depend on the number of shares of the Combined Company held by Canadians after completion of the Arrangement.

### **Regulatory and Securities Law Matters**

#### **Stock Exchange and Other Regulatory Approvals**

Regulatory approvals being sought in connection with the Arrangement include the Key Regulatory Approvals (collectively, the "**Regulatory Approvals**").

Other than the Regulatory Approvals, GoviEx is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement. In the event that any such approvals or consents are determined to be required, such approvals or consents will be sought. Any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement. While there can be no assurance that any regulatory consents or approvals that are determined to be required will be obtained, GoviEx currently anticipates that any such consents and approvals that are determined to be required will have been obtained or otherwise resolved by the Effective Date.

It is a condition of the Arrangement that ASX grant conditional approval for Tombador to be re-admitted to the ASX Official List. It is expected that the Effective Time will coincide with the Tombador Capital Raising.

It is also a condition to the completion of the Arrangement that the TSXV accepts the Arrangement for filing. It is expected that the GoviEx Shares will be delisted from the TSXV following the closing of the Arrangement, subject to the delivery of certain documentation to the TSXV.

### ***Canadian Securities Law Matters***

Each GoviEx Securityholder is urged to consult with their professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Tombador Shares issued pursuant to the Arrangement.

#### *Status under Canadian Securities Laws*

GoviEx is a reporting issuer in the provinces of British Columbia, Alberta and Ontario. The GoviEx Shares currently trade on the TSXV and the OTCQB. Pursuant to the Arrangement, GoviEx will become a wholly-owned Subsidiary of Tombador. Following the Arrangement, the GoviEx Shares will be delisted from the TSXV and the OTCQB and Tombador expects to apply to the applicable Canadian securities regulators to have GoviEx cease to be a reporting issuer.

Tombador is not a reporting issuer in Canada. The Tombador Shares are currently voluntarily suspended from trading on the ASX. The suspension is expected to be lifted (and Re-compliance is expected to occur) contemporaneously with completion of the Arrangement.

As a result of the Arrangement, the Combined Company will become a reporting issuer in British Columbia, Alberta and Ontario. The Combined Company does not expect to be eligible to qualify as a “designated foreign issuer” (as defined under applicable Canadian securities laws) which would make it be subject to fewer disclosure and other requirements of Canadian securities laws, as compared to GoviEx. If the Combined Company is able to satisfy the applicable requirements, it intends to apply to cease to be a reporting issuer in Canada after completion of the Arrangement. Whether the Combined Company qualifies as a “designated foreign issuer” or ceases to be a reporting issuer in Canada will depend on the number of shares of the Combined Company will be held by Canadians after completion of the Arrangement.

#### *Distribution and Resale of Tombador Shares under Canadian Securities Laws*

The distribution of the Tombador Shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian Securities Laws. The Tombador Shares received pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a “control distribution” as defined National Instrument 45-102 – *Resale of Securities* of the CSA, (ii) no unusual effort is made to prepare the market or to create a demand for the Tombador Shares, as the case may be, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such trade, and (iv) if the selling security holder is an insider or officer of Tombador, the selling security holder has no reasonable grounds to believe that Tombador is in default of Canadian Securities Laws.

#### *MI 61-101*

As a reporting issuer in British Columbia, Alberta and Ontario, and an issuer listed on the TSXV (and therefore subject to TSXV Policy 5.9), GoviEx is subject to the requirements of MI 61-101. The securities regulatory authorities in the Provinces of Alberta and Ontario and the TSXV (through TSXV Policy 5.9) have adopted MI 61-101, which regulates

transactions which raise the potential for conflicts of interest, including issuer bids, insider bids, related party transactions and business combinations. The Arrangement does not constitute an issuer bid, an insider bid or a related party transaction. The Arrangement may constitute a "business combination" under MI 61-101 in respect of the securityholders of GoviEx.

The protections of MI 61-101 generally apply to "business combinations" where the interest of a holder of an equity security may be terminated without their consent. MI 61-101 provides that, in certain circumstances, where a "related party" (as defined in MI 61-101 and which includes for the purposes hereof, among others, the directors and Senior Officers of GoviEx, persons beneficially owning securities of GoviEx carrying more than 10% of voting rights, and any affiliated entities of such persons) of an issuer is entitled to receive a "collateral benefit" (as defined in MI 61-101) in connection with an arrangement transaction, such transaction will be considered a "business combination" for the purposes of MI 61-101.

A "collateral benefit" (as defined in MI 61-101) includes any benefit that a "related party" of GoviEx is entitled to receive, directly or indirectly, as a consequence of the Arrangement, including, without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to past or future services as an employee, director or consultant of GoviEx or of another person. However, such a benefit will not constitute a "collateral benefit" provided that certain conditions are satisfied, and the benefit is below certain thresholds described immediately below.

Under MI 61-101, a benefit received by a "related party" of GoviEx is not considered to be a "collateral benefit" if the benefit is received solely in connection with the related party's services as an employee, director or consultant of GoviEx or an affiliated entity and (i) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the Arrangement, (ii) the conferring of the benefit is not, by its terms, conditional on the related party supporting the Arrangement in any manner, (iii) full particulars of the benefit are disclosed in this Circular, and (iv) either (A) at the time the Arrangement was agreed to, the related party and its associated entities beneficially owned or exercised control or direction over less than 1% of the issued and outstanding GoviEx Shares, or (B) (x) the related party discloses to an independent committee of GoviEx the amount of consideration that the related party expects it will be beneficially entitled to receive, under the terms of the Arrangement, in exchange for the GoviEx Shares beneficially owned by the related party, (y) the independent committee, acting in good faith, determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value referred to in (B)(x), and (z) the independent committee's determination is disclosed in this Circular.

It is the intention of the parties that certain directors of GoviEx will be appointed as a director and/or officer of the Combined Company and as a result will receive an annual salary. In addition, employment agreements with certain directors and Senior Officers of GoviEx provide that, if that director or Senior Officer's employment is terminated within a specified period of time in connection with a "change of control" of the Company, that person would be entitled to receive compensation. See *"The Arrangement – Interests of Certain Persons in the Arrangement"*. GoviEx has considered whether any of these matters may constitute a "collateral benefit" for purposes of MI 61-101 such that the Arrangement would therefore constitute a "business combination" under MI 61-101.

With respect to the compensation that is expected to be received in connection with a "change of control" as a consequence of the Arrangement of \$178,206 by Lei Wang, a "related party" (as defined in MI 61-101) of GoviEx by virtue of her role as CFO of GoviEx, and of \$142,868 Rodrigo Romo, a "related party" (as defined in MI 61-101) of GoviEx by virtue of his role as Corporate Secretary of GoviEx, as each of Ms. Wang and Mr. Romo beneficially owns, or exercises control or direction over, less than 1% of the outstanding GoviEx Shares (calculated in accordance with MI 61-101), the compensation that is expected to be received by Ms. Wang and Mr. Romo does not constitute a "collateral benefit" under MI 61-101.

The intention of the parties is that Daniel J. Major, who is a director and CEO of GoviEx and therefore a "related party" (as defined in MI 61-101) of GoviEx, will be appointed as Chief Executive Officer of the Combined Company and is expected to receive an annual salary of £240,000 which is the same as his current salary of £240,000 and therefore not an enhancement. Mr. Major is also expected to be paid a fee of approximately \$300,000 as a bonus in connection with the change of control provisions of his employment agreement. Following disclosure by Mr. Major of the number of GoviEx Shares held by him and the total consideration that he is expected to receive pursuant to the Arrangement, the Special Committee has determined that Mr. Major beneficially owns, or exercises control or direction over, less



than 1% of the outstanding GoviEx Shares (calculated in accordance with MI 61-101). Accordingly, the compensation that is expected to be received by Mr. Major does not constitute a “collateral benefit” under MI 61-101.

As a result of the foregoing analysis, the Arrangement does not constitute a “business combination” under MI 61-101 and the minority approval requirements of MI 61-101 will not apply in connection with the Arrangement.

The Company was not required to obtain a formal valuation under MI 61-101 as no “interested party” (as defined in MI 61-101) is, as a consequence of the Arrangement, directly or indirectly, acquiring the Company or its business or combining with the Company, whether alone or with joint actors, and there is no “connected transaction” that would qualify as a “related party transaction” (as defined in MI 61-101) for which the Company would be required to obtain a formal valuation.

Neither the Company nor any director or Senior Officer of the Company, after reasonable inquiry, has knowledge of any “prior valuation” (as defined in MI 61-101) in respect of the Company that has been made in the 24 months before the date of this Circular.

### ***United States Securities Law Matters***

**The following discussion is a general overview of certain requirements of U.S. Securities Laws that may be applicable to GoviEx Shareholders, Optionholders and Warrantholders in the United States or holding such securities for the account or benefit of U.S. Persons or persons in the United States (together, “U.S. Securityholders”). All U.S. Securityholders are urged to consult with their own legal counsel to ensure that any subsequent resale of Tombador Shares to be received in exchange for their GoviEx Shares pursuant to the Arrangement, or the exercise of Replacement Options or the resale of Tombador Shares to be received upon exercise of the Replacement Options, complies with applicable U.S. Securities Laws.**

The following discussion does not address the Canadian Securities Laws that will apply to the issue and resale of Tombador Shares within Canada by Securityholders reselling their Tombador Shares in Canada must comply with Canadian Securities Laws, as outlined elsewhere in this Circular.

**Each of GoviEx and Tombador is a “foreign private issuer” as defined in Rule 405 under the U.S. Securities Act and Rule 3b-4 under the U.S. Exchange Act.**

### ***Exemption from the Registration Requirements of the U.S. Securities Act***

The Tombador Shares and the Replacement Options to be issued to Securityholders pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act and exemptions provided under the securities laws of each state of the United States in which U.S. Securityholders reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more *bona fide* outstanding securities from the registration requirements under the U.S. Securities Act where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the substantive and procedural fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court is authorized to conduct a hearing at which the substantive and procedural fairness of the terms and conditions of the Arrangement will be considered. Accordingly, the Final Order will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act with respect to the Tombador Shares and the Replacement Options to be issued to Securityholders pursuant to the Arrangement.

### ***Resales of Tombador Shares After the Effective Date***

Subject to in-principle confirmation from ASX, the Tombador Shares to be received by GoviEx Shareholders in exchange for their GoviEx Shares pursuant to the Arrangement (which, for avoidance of doubt, does not include Tombador Shares issuable upon exercise of the Replacement Options), will be freely tradeable under the U.S. Securities Act, except by persons who are “affiliates” (as defined in Rule 144 under the U.S. Securities Act) of

Tombador after the Effective Date, or were “affiliates” of Tombador within 90 days prior to the Effective Date. Persons who may be deemed to be “affiliates” of an issuer include individuals or entities that directly or indirectly through one or more intermediaries control, are controlled by, or are under common control with, the issuer, whether through the ownership of voting securities, by contract, or otherwise, and generally include executive officers and directors of the issuer as well as principal shareholders of the issuer.

Any resale of Tombador Shares by an “affiliate” of Tombador or a person who has been a Tombador “affiliate” within 90 days prior to the Effective Date or the date of the proposed resale of the Tombador Shares, will be subject to certain restrictions on resale imposed by the U.S. Securities Act, and the Tombador Shares may not be resold in the absence of registration under the U.S. Securities Act or an exemption from the registration requirements of the U.S. Securities Act, if available, such as the exemption provided under Rule 144 under the U.S. Securities Act or the safe harbor provided by Regulation S under the U.S. Securities Act.

#### *Resales by Affiliates Pursuant to Rule 144 under the U.S. Securities Act*

In general, pursuant to Rule 144 under the U.S. Securities Act, persons who are “affiliates” (as defined in Rule 144 under the U.S. Securities Act) of Tombador, or were “affiliates” of Tombador within 90 days prior to the Effective Date or the proposed date of sale, will be entitled to sell, during any three-month period, Tombador Shares, provided that the number of Tombador Shares to be sold does not exceed the greater of one percent of the then outstanding Tombador Shares or, if the Tombador Shares are listed on a United States securities exchange and/or reported through the automated quotation system of a U.S. registered securities association, the average weekly trading volume of such securities during the four calendar week period preceding the date of sale, subject to specified restrictions on manner of sale requirements, aggregation rules, notice filing requirements and the availability of current public information about the issuer required under Rule 144 under the U.S. Securities Act. Persons who are “affiliates” after the Arrangement will continue to be subject to the resale restrictions described in this paragraph until three months after they cease to be “affiliates” of Tombador.

#### *Resales by Affiliates Pursuant to Regulation S*

In general, pursuant to Regulation S, if at the Effective Date, Tombador is a “foreign private issuer” (as defined in Rule 405 under the U.S. Securities Act), persons who are “affiliates” (as defined in Rule 144 under the U.S. Securities Act) of Tombador after the Effective Date, or were “affiliates” of Tombador within 90 days prior to the Effective Date, solely by virtue of their status as an executive officer or director of Tombador, may sell their Tombador Shares outside the United States in an “offshore transaction” (which would include a sale through the TSXV or the ASX, if applicable) if none of the seller, an “affiliate” (as defined in Rule 144 under the U.S. Securities Act) of the seller or any person acting on their behalf engages in “directed selling efforts” in the United States with respect to such securities and provided that no selling concession, fee or other remuneration is paid in connection with such sale other than the usual and customary broker’s commission that would be received by a person executing such transaction as agent. For purposes of Regulation S, “directed selling efforts” means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the securities being offered. Also, for purposes of Regulation S, an offer or sale of securities is made in an “offshore transaction” if the offer is not made to a person in the United States and either (a) at the time the buy order is originated, the buyer is outside the United States, or the seller reasonably believes that the buyer is outside of the United States, or (b) the transaction is executed in, on or through the facilities of a “designated offshore securities market” (which would include a sale through the TSXV or the ASX), and neither the seller nor any person acting on its behalf knows that the transaction has been pre-arranged with a buyer in the United States. Certain additional restrictions set forth in Rule 903 of Regulation S are applicable to sales outside the United States by holders of Tombador Shares who are “affiliates” of Tombador after the Effective Date, or were “affiliates” of Tombador within 90 days prior to the Effective Date, other than by virtue of their status as an officer or director of Tombador.

#### *Exercise of Replacement Options*

The exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act does not exempt the issuance of securities upon the exercise of the Replacement Options. As a result, the Replacement Options may not be exercised in the United States or by or for the account or benefit of a U.S. Person, nor may Tombador Shares be issued upon such exercise, unless pursuant to an available exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws or pursuant to an effective

registration under such laws. Prior to the issuance of any Tombador Shares pursuant to any such exercise of Replacement Options after the Effective Time, if any, Tombador may require evidence (which may include an opinion of counsel of recognized standing) reasonably satisfactory to Tombador to the effect that the issuance of such Tombador Shares does not require registration under the U.S. Securities Act or applicable state securities laws.

Tombador Shares received upon exercise of the Replacement Options after the Effective Time, if any, by holders in the United States will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be resold unless such securities are registered under the U.S. Securities Act and all applicable state securities laws or unless an exemption from such registration requirements is available. Certificates representing such Tombador Shares will bear a legend in connection with their status as restricted securities. Subject to certain limitations as noted above, any Tombador Shares issuable upon the exercise of Replacement Options may be resold outside the United States without registration under the U.S. Securities Act pursuant to Regulation S.

### **Timing**

The anticipated timetable for the completion of the Arrangement and the key dates as proposed are as follows:

|                                                                                                               |                                                          |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Expected Date of Publication of Tombador Re-Compliance Prospectus                                             | September 30, 2025                                       |
| Expected Date of Meeting of Tombador Shareholders to Approve the Arrangement and the Tombador Capital Raising | October 8, 2025                                          |
| Deadline for Receipt of Proxies from GoviEx Securityholders                                                   | October 22, 2025                                         |
| Meeting of GoviEx Securityholders to Approve the Arrangement                                                  | October 24, 2025                                         |
| Expected Date of Final Order                                                                                  | October 29, 2025                                         |
| Expected Effective Date                                                                                       | To be determined                                         |
| Effective Time                                                                                                | 12.01 am (Vancouver time) on the Effective Date          |
| Completion of Arrangement, Tombador Capital Raising and Matador Participation                                 | Before 5:00pm (Perth time) on the Effective Date         |
| Re-admission on ASX Official List                                                                             | +3 Business Days after Effective Date                    |
| Re-instatement of Tombador Shares                                                                             | +2 Business Days after re-admission on ASX Official List |
| Expected Date of Delisting of GoviEx Shares on TSXV and OTCQB                                                 | On or after the Effective Date                           |

**The dates referred to above are subject to change pursuant to the terms of the Arrangement Agreement. In addition, certain dates relating to Re-compliance have not yet been determined. As the Effective Date is conditional on (amongst other things), and contemporaneous with, the Tombador Capital Raising, the Effective Date remains to be determined. Notice of the dates above which are indicated as “To be determined”, including the expected Effective Date, will be announced through a news release.**

### **THE ARRANGEMENT AGREEMENT**

The Arrangement will be carried out pursuant to the Arrangement Agreement and the Plan of Arrangement. The following is a summary of the principal terms of the Arrangement Agreement and does not purport to be complete and is qualified in its entirety by reference to the Arrangement Agreement, which is incorporated by reference herein and has been filed by GoviEx under its profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and to the Plan of Arrangement, which is attached hereto as Appendix B. Capitalized terms used but not otherwise defined herein have the meanings set out in the Arrangement Agreement and the Plan of Arrangement.

### **Conditions to Closing**

The implementation of the Arrangement is subject to a number of conditions being satisfied or waived by GoviEx or Tombador, as applicable, at or prior to the Effective Date, including the following:

- (a) GoviEx Shareholder Approval and GoviEx Securityholder Approval will have been obtained (and the Arrangement Resolution will have been passed) at the Meeting in accordance with the Interim Order and applicable Laws;
- (b) Tombador Shareholder Approval will have been obtained at the Tombador Meeting in accordance with Australian Securities Laws and such approvals remaining valid and in full force;
- (c) each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of GoviEx and Tombador, each acting reasonably, and will not have been set aside or modified in any manner unacceptable to either GoviEx or Tombador, each acting reasonably, on appeal or otherwise;
- (d) the necessary conditional approvals of the TSXV to the Arrangement and the delisting of the GoviEx Shares will have been obtained;
- (e) Tombador lodging the Tombador Re-Compliance Prospectus with ASIC in respect of the Tombador Capital Raising and the Tombador Capital Raising having received all necessary approvals from Tombador Shareholders and being completed such that Tombador has issued the Tombador Shares comprising the Tombador Capital Raising;
- (f) by no later than September 5, 2025, Matador shall have transferred, or caused to be transferred, the sum of A\$1,000,000 into the trust account of Steinepreis Paganin to be applied towards the Tombador Capital Raising ("**Escrowed Funds**") provided that if the aggregate amount raised under the Tombador Capital Raising (including the Escrowed Funds) exceeds A\$5,000,000, then the amount of funds raised in excess of A\$5,000,000 shall be offset against the Escrowed Funds, but only to the extent that Matador's total subscription under the Tombador Capital Raising is not less than the Matador Investment. For the avoidance of doubt, in no event shall the total number of Tombador Shares subscribed for by Matador (or its nominee(s)) under the Tombador Capital Raising be less than the number of Tombador Shares comprising the Matador Investment, and any offset shall only apply to the extent it does not reduce Matador's subscription below the Matador Investment;
- (g) Matador shall have completed the Matador Participation;
- (h) Tombador receiving a letter from ASX confirming the conditions on which ASX will recommence quotation of Tombador's quoted securities, on terms acceptable to Tombador and GoviEx (acting reasonably);
- (i) no Law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will otherwise have been taken under any Laws or by any Governmental Authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;
- (j) the Consideration Shares, Replacement Options and the underlying Tombador Shares to be issued pursuant to the Arrangement will be exempt from the registration requirements of the U.S. Securities Act pursuant to the Section 3(a)(10) Exemption, provided, however, that GoviEx shall be not entitled to the benefit of the conditions in Section 7.1(j) of the Arrangement Agreement and shall be deemed to have waived such condition in the event that GoviEx fails to advise the Court prior to hearing in respect of the Interim Order that Tombador intends to rely on the Section 3(a)(10) Exemption based on the Court's approval of the Arrangement and comply with the requirements set forth in Section 2.13 of the Arrangement Agreement and the Final Order shall reflect such reliance;
- (k) all material third party approvals including legislative consents, authorisations or clearances which are required by any Governmental Authority in relation to the transactions contemplated by the Arrangement Agreement shall have been obtained, including but not limited to:
  - (i) if required, receipt by the parties of confirmation in writing from the CCPC that the CCPC has granted unconditional interim approval of the proposed transaction; or if conditional approval is granted by the CCPC, that the parties have accepted such conditions in writing within 14 days of receipt of the CCPC's conditional interim approval; and

- (ii) receipt by the parties of the approval of the MRC or the Minister of Mines as the case may be) in accordance with section 46 of the Mineral Regulation Commission Act No. 14 of 2024, without conditions or on a conditional basis acceptable to the parties (each party acting reasonably), and such approval not being revoked before completion; and

- (l) the Arrangement Agreement shall not have been terminated in accordance with its terms.

Completion of the Arrangement Agreement is subject to number of additional conditions precedent, of which the following are for the exclusive benefit of Tombador and may be waived by Tombador. The conditions include, among other things:

- (a) GoviEx will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date except for breaches of obligations, covenants and agreements in the Arrangement Agreement which have not had and would not reasonably be expected to have, individually or in the aggregate, a GoviEx Material Adverse Effect;
- (b) the representations and warranties of GoviEx in Section 3.1 of the Arrangement Agreement will be true and correct in all respects (disregarding for this purpose all materiality or GoviEx Material Adverse Effect qualifications contained therein) at and as of the date hereof and the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date);
- (c) GoviEx shall have complied with all notification and reporting requirements imposed by applicable Governmental Authorities in relation to the transactions contemplated by the Arrangement Agreement;
- (d) there shall not have occurred a GoviEx Material Adverse Effect;
- (e) Tombador will have received a certificate of GoviEx signed by a senior officer of GoviEx and dated the Effective Date certifying that the conditions set out in Section 7.3(a), Section 7.3(b), Section 7.3(c), and Section 7.3(f) have been satisfied, which certificate will cease to have any force and effect after the Effective Time;
- (f) GoviEx Shareholders will not have exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, in connection with the Arrangement (other than GoviEx Shareholders representing not more than 5% of the GoviEx Shares then outstanding);
- (g) there shall not be pending or threatened in writing any Proceeding by any Governmental Authority or any other person that is reasonably likely to result in any:
  - (i) prohibition or restriction on the acquisition by Tombador or any of its Subsidiaries of any GoviEx Shares or the completion of the Arrangement or any person obtaining from any of the Parties any material damages directly in connection with the Arrangement;
  - (ii) prohibition or material limit on the ownership by Tombador (or any of its Subsidiaries) of GoviEx, any of the GoviEx Subsidiaries or any material portion of its or their respective assets or businesses; or
  - (iii) imposition of limitations on the ability of Tombador or any of its Subsidiaries to acquire or hold, or exercise full rights of ownership of, any GoviEx Shares, including the right to vote such GoviEx Shares; and
- (h) Tombador shall have received a favourable bring-down title opinion dated as of the Effective Date in substantially similar form and substance as the Title Opinion.

Completion of the Arrangement Agreement is also subject to number of additional conditions precedent, of which the following are for the exclusive benefit of GoviEx and may be waived by GoviEx. The conditions include, among other things:

- (a) Tombador will have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date except for

breaches of obligations, covenants and agreements in the Arrangement Agreement which have not had and would not reasonably be expected to have, individually or in the aggregate, a Tombador Material Adverse Effect;

- (b) the representations and warranties of Tombador in Section 3.2 of the Arrangement Agreement will be true and correct in all respects (disregarding for this purpose all materiality or Tombador Material Adverse Effect qualifications contained therein) as of the Effective Date as if made on and as of such date (except for such representations and warranties which refer to or are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date) except for breaches of representations and warranties which have not had and would not reasonably be expected to have, individually or in the aggregate, a Tombador Material Adverse Effect;
- (c) Tombador shall have complied with all notification and reporting requirements imposed by applicable Governmental Authorities in relation to the transactions contemplated by the Arrangement Agreement;
- (d) there shall not have occurred a Tombador Material Adverse Effect;
- (e) GoviEx will have received a certificate of Tombador signed by a senior officer of Tombador and dated the Effective Date certifying that the conditions set out in Section 7.2(a), Section 7.2(b) and Section 7.2(c) of the Arrangement Agreement have been satisfied, which certificate will cease to have any force and effect after the Effective Time;
- (f) there shall not be pending or threatened in writing any Proceeding by any Governmental Authority or any other person that is reasonably likely to result in any:
  - (i) prohibition or restriction on the acquisition by Tombador or any of its Subsidiaries of any GoviEx Shares or the completion of the Arrangement or any person obtaining from any of the Parties any material damages directly in connection with the Arrangement;
  - (ii) prohibition or material limit on the ownership by Tombador (or any of its Subsidiaries) of GoviEx, any of the GoviEx Subsidiaries or any material portion of its or their respective assets or businesses; or
  - (iii) imposition of limitations on the ability of Tombador or any of its Subsidiaries to acquire or hold, or exercise full rights of ownership of, any GoviEx Shares, including the right to vote such GoviEx Shares;
- (g) if required, Tombador shall have obtained an extension from the ASX of the October 11, 2025 deadline for reinstatement of the Tombador Shares to official quotation on the ASX;
- (h) Tombador shall have complied with its obligations under Section 2.11 of the Arrangement Agreement and the Canadian Depositary shall have confirmed receipt of sufficient number of Tombador Shares;
- (i) all actions shall have been taken so that on the Effective Date, the board of directors of Tombador shall be comprised of:
  - (i) Govind Friedland,
  - (ii) Eric Krafft,
  - (iii) Stephen Quantrill, and
  - (iv) Keith Bowes;
- (i) all actions shall have been taken so that on Effective Date, the following persons shall be appointed as officers of Tombador:
  - (i) Daniel Major, Chief Executive Officer, and
  - (ii) Abby Macnish Niven, Chief Financial Officer and Company Secretary.

## **Mutual Covenants**

Each of the Parties has given usual and customary mutual covenants for an agreement of the nature of the Arrangement Agreement, as follows:

- (a) it will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder as set forth in Article 7 of the Arrangement Agreement to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary and commercially reasonable to permit the completion of the Arrangement and the Re-compliance in accordance with its obligations under the Arrangement Agreement, the Plan of Arrangement, Interim Order and applicable Laws and cooperate with the other Parties in connection therewith, including using its commercially reasonable efforts to (i) obtain all authorizations, consents and approvals required to be obtained by it, (ii) effect or cause to be effected all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Arrangement and the Re-compliance, (iii) oppose, lift or rescind any injunction or restraining order against it or other order or action against it seeking to stop, or otherwise adversely affecting its ability to make and complete, the Arrangement and the Re-compliance and (iv) cooperate with the other Parties in connection with the performance by it of its obligations under the Arrangement Agreement;
- (b) it will use commercially reasonable efforts not to take or cause to be taken any action which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement or the Re-compliance; and
- (c) it will use commercially reasonable efforts to execute and do all acts, further deeds, things and assurances as may be required in the reasonable opinion of the other Parties' legal counsel to permit the completion of the Arrangement and the Re-compliance.

## **Covenants of GoviEx Regarding the Conduct of Business**

GoviEx has given, in favour of Tombador, usual and customary covenants for an agreement of the nature of the Arrangement Agreement (unless Tombador otherwise consents in writing or is expressly permitted or specifically contemplated by the Arrangement Agreement or as is otherwise required by applicable Law), as follows:

- (a) GoviEx will, and will cause each of the GoviEx Subsidiaries to, (i) conduct its business only in the ordinary course of business and in accordance with the Budget; (ii) comply with the terms of all GoviEx Material Contracts; (iii) use commercially reasonable efforts to maintain and preserve intact its and their business organizations, assets, properties, rights, goodwill and business relationships consistent with past practice and keep available the services of the GoviEx Employees and GoviEx Contractors; and (iv) conduct its business in compliance with all applicable Laws;
- (b) GoviEx will, and will cause the GoviEx Subsidiaries to, fully cooperate and consult with Tombador through regularly scheduled meetings of not more than four (4) per month (unless agreed to by the Parties, acting reasonably), which shall be held at the request of Tombador, acting reasonably, to discuss matters relating to the conduct by GoviEx of its business, including, without limitation, those to be implemented in accordance with the Budget and those disclosed in the GoviEx Disclosure Letter, to allow Tombador to monitor, and provide input (which shall be considered by GoviEx in good faith) with respect to the direction and control of those activities identified in the Budget;
- (c) GoviEx will not, and will not permit any of the GoviEx Subsidiaries to, directly or indirectly:
  - (i) alter or amend the articles, charter, by-laws or other constating documents of GoviEx or any of the GoviEx Subsidiaries;
  - (ii) declare, set aside or pay any dividend on or make any distribution or payment or return of capital in respect of any equity securities of GoviEx or any of the GoviEx Subsidiaries;

- (iii) reduce the stated capital or split, divide, consolidate, combine, reclassify, or undertake any capital reorganization of GoviEx Shares or any other securities of GoviEx or any of the GoviEx Subsidiaries;
  - (iv) other than the Permitted GoviEx Securities, issue, grant, sell or pledge or authorize or agree to issue, grant, sell or pledge any GoviEx Shares, GoviEx Options, GoviEx Warrants or other securities of GoviEx or any of the GoviEx Subsidiaries, or other securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire GoviEx Shares or other securities of GoviEx or any of the GoviEx Subsidiaries;
  - (v) sell, pledge, lease, dispose of, mortgage, licence or encumber or agree to sell, pledge, lease dispose of, mortgage, licence or encumber or otherwise transfer the Property or any component thereof other than transferring the Kariba Valley Mining License from Muchinga Energy Resources Limited to GoviEx Uranium Zambia Limited;
  - (vi) redeem, purchase or otherwise acquire or subject to any Lien, any of its outstanding GoviEx Shares or other securities of GoviEx or the GoviEx Subsidiaries or securities convertible into or exchangeable or exercisable for GoviEx Shares or any such other securities;
  - (vii) amend the terms of any securities of GoviEx or any of the GoviEx Subsidiaries, unless for the purposes of carrying out the transactions contemplated by the Arrangement Agreement;
  - (viii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of GoviEx or any of the GoviEx Subsidiaries;
  - (ix) reorganize, amalgamate or merge with any other person;
  - (x) create any subsidiary or enter into any Contracts or other arrangements regarding the control or management of the operations of GoviEx or any of the GoviEx Subsidiaries, or the appointment of governing bodies or enter into any Joint Ventures;
  - (xi) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts, off-take, royalty or similar financial instruments including any streaming transactions;
  - (xii) make any material changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any material new accounting policies, principles, methods, practices or procedures), except as already disclosed in the GoviEx Disclosure Record, or as required by applicable Laws or under IFRS;
  - (xiii) take, or fail to take, any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or impede the ability of GoviEx to consummate the Arrangement or for Tombador to consummate the Re-compliance; or
  - (xiv) enter into, modify or terminate any Contract with respect to any of the foregoing;
- (d) GoviEx will immediately notify Tombador orally and then promptly notify in writing of (i) any “material change” (as defined in the Securities Act) in relation to GoviEx or any of the GoviEx Subsidiaries, (ii) any event, circumstance or development that, to the knowledge of GoviEx, has had or would reasonably be expected to have, individually or in the aggregate, a GoviEx Material Adverse Effect, (iii) any breach of the Arrangement Agreement by GoviEx or any of the GoviEx Subsidiaries, (iv) any event occurring after the date of the Arrangement Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate such that any of the conditions in Section 7.3(b) of the Arrangement Agreement would not be satisfied, or (v) result in GoviEx’s failure in any material respect to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;



- (e) except in accordance with the Budget or in the ordinary course of business with Tombador's prior written consent, GoviEx will not, and will not permit any of the GoviEx Subsidiaries to, directly or indirectly, except in connection with the Arrangement Agreement:
- (i) sell, pledge, lease, licence, dispose of or encumber any assets or properties of GoviEx or any of the GoviEx Subsidiaries or interests in any assets or properties of GoviEx or any of the GoviEx Subsidiaries other than transferring the Kariba Valley Mining License from Muchinga Energy Resources Limited to GoviEx Uranium Zambia Limited;
  - (ii) acquire or agree to acquire (by merger, amalgamation, consolidation, arrangement or acquisition of shares or other equity securities or interests or assets or otherwise) any corporation, partnership, association or other business organization or division thereof or any property or asset, or make any investment by the purchase of securities, contribution of capital, property transfer, or purchase of any property or assets of any other person;
  - (iii) incur any expenses or incur, create or assume or otherwise become liable for any indebtedness (including the making of any payments in respect thereof, including any premiums or penalties thereon or fees in respect thereof) or issue any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances, in each case, in excess of \$50,000 per calendar month;
  - (iv) pay, discharge, waive, compromise, assign, release or satisfy any claim, liability or obligation prior to the same being due, in excess of \$50,000 per calendar month, other than the payment, discharge or satisfaction, in the ordinary course of business, of liabilities reflected or reserved against in the Interim Financial Statements, or voluntarily waive, release, assign, settle or compromise any Proceeding;
  - (v) engage in any new business, enterprise or other activity that is inconsistent with the existing business of GoviEx or any of the GoviEx Subsidiaries in the manner such existing business generally has been carried on or (as disclosed in the GoviEx Disclosure Record) planned or proposed to be carried on prior to the date of the Arrangement Agreement;
  - (vi) in respect of any property and assets reflected in the balance sheet forming part of the GoviEx Disclosure Record, expend or commit to expend any amounts with respect to expenses for such property and assets, in each case, in excess of \$50,000 per calendar month; or
  - (vii) authorize any of the foregoing, or enter into or modify any Contract to do any of the foregoing;
- (f) GoviEx will not, and will not permit any of the GoviEx Subsidiaries to, directly or indirectly, except in the ordinary course of business with Tombador's prior written consent:
- (i) terminate, fail to renew, cancel, waive, release, grant or transfer any rights;
  - (ii) save and except for legal fees, incur any business expenses over \$50,000 per calendar month, other than in accordance with the Budget;
  - (iii) except as contemplated in the Budget or in connection with matters otherwise permitted under Section 4.1 of the Arrangement Agreement, enter into any Contract which would be a GoviEx Material Contract if in existence on the date hereof, or terminate, cancel, extend, renew or amend, modify or change any GoviEx Material Contract;
  - (iv) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend, terminate or exercise any right to renew any lease or sublease of real property or acquire any interest in real property;
  - (v) waive, release, grant, transfer, exercise, or modify or amend in any material respect, any existing contractual rights in respect of the Property or any component thereof; or

- (vi) enter into any Contract containing any provision restricting or triggered by the transactions contemplated in the Arrangement Agreement;
- (g) GoviEx will not, and will not permit any of the GoviEx Subsidiaries to, except as is necessary to comply with applicable Laws, as disclosed in the GoviEx Disclosure Letter or in the ordinary course of business with the Tombador's prior written consent:
  - (i) amend the compensation in any form of any director of GoviEx or any of the GoviEx Subsidiaries, GoviEx Employees or GoviEx Contractors;
  - (ii) grant any general salary increase or fee, or pay any bonus profit sharing distribution or similar payment of any kind to any director of GoviEx or any of the GoviEx Subsidiaries, GoviEx Employees or GoviEx Contractors other than the payment of salaries, fees and benefits in the ordinary course of business as disclosed in Section 4.1(g)(ii) of the GoviEx Disclosure Letter;
  - (iii) take any action with respect to the grant or increase of any severance, change of control, retirement, retention or termination pay to (or amend any existing arrangement with) any director of GoviEx or any of the GoviEx Subsidiaries, GoviEx Employees or GoviEx Contractors;
  - (iv) enter into or modify any employment or consulting agreement with any current or prospective director of GoviEx or any of the GoviEx Subsidiaries, GoviEx Employees or GoviEx Contractors;
  - (v) terminate the employment or consulting arrangement of any senior management employees (including the GoviEx Senior Management);
  - (vi) amend any benefits payable under GoviEx or any of the GoviEx Subsidiaries current severance or termination pay policies;
  - (vii) adopt or amend or make any contribution to or any award under the Stock Option Plan or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation, Employee Plan or other similar plan, agreement, trust, fund or arrangement; or
  - (viii) take any action to accelerate the time of payment of any compensation or benefits, amend or waive any performance or vesting criteria or accelerate vesting under the GoviEx Stock Option Plan, except in accordance with its terms as contemplated herein;
- (h) GoviEx will not, and will not permit any of the GoviEx Subsidiaries to, make any loan to any director of GoviEx or any of the GoviEx Subsidiaries, GoviEx Employees or GoviEx Contractors;
- (i) GoviEx and the GoviEx Subsidiaries will use their commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by GoviEx and the GoviEx Subsidiaries, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless at the time of such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage comparable to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect, provided, however, that, GoviEx and the GoviEx Subsidiaries will not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months;
- (j) GoviEx will, and will cause the GoviEx Subsidiaries to, use commercially reasonable efforts to retain the services of its existing GoviEx Employees (including the GoviEx Senior Management) and GoviEx Contractors until the Effective Time, and will promptly provide written notice to Tombador of the resignation or termination of any such GoviEx Employees or GoviEx Contractors;
- (k) GoviEx will not, and will cause the GoviEx Subsidiaries not to, make an application to amend, terminate, allow to expire or lapse or otherwise modify any of its Permits or take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material

benefit under, or reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or limitation of rights under, any material Permit necessary to conduct its businesses as now being conducted;

- (l) GoviEx will, and will cause the GoviEx Subsidiaries to, use timely efforts to (i) duly file all Returns required to be filed by GoviEx or any of the GoviEx Subsidiaries on or after the date hereof and all such Returns will be true, complete and correct in all material respects; and (ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by GoviEx or any of the GoviEx Subsidiaries to the extent due and payable, and GoviEx will not, and will cause the GoviEx Subsidiaries not to, (A) change its tax accounting methods, principles or practices, except insofar as may have been required by a change in IFRS or applicable Law, (B) settle, compromise or agree to the entry of judgment with respect to any action, claim or other Proceeding relating to Taxes, (other than the payment, discharge or satisfaction of liabilities reflected or reserved against in the Financial Statements) (C) enter into any tax sharing, tax allocation or tax indemnification agreement, (D) make a request for a tax ruling to any Governmental Authority, (E) agree to any extension or waiver of the limitation period relating to any material Tax claim or assessment or reassessment or (F) make or rescind any material Tax election or designation, amend, in any manner adverse to GoviEx, any Tax Return, or take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice;
- (m) other than (i) in the ordinary course of business with Tombador's prior written consent, (ii) in respect of the Madaouela Litigation, and (iii) in respect of the Notary Dispute, GoviEx will not, and will cause the GoviEx Subsidiaries not to, settle or compromise any action, claim or other Proceeding ("**Litigation**");
- (n) other than in the ordinary course of business with Tombador's prior written consent, GoviEx will not, and will cause the GoviEx Subsidiaries not to, commence any Litigation (other than litigation in connection with the collection of accounts receivable, to enforce the terms of the Arrangement Agreement or the Confidentiality Agreement or as a result of litigation commenced against GoviEx);
- (o) GoviEx will not, and will cause the GoviEx Subsidiaries not to, enter into or renew any Contract (i) containing (A) any limitation or restriction on the ability of GoviEx or any of the GoviEx Subsidiaries or, following completion of the transactions contemplated hereby, the ability of Tombador or any of its affiliates, to engage in any type of activity or business, (B) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of GoviEx or any of the GoviEx Subsidiaries or, following consummation of the transactions contemplated by the Arrangement Agreement, all or any portion of the business of Tombador or any of its affiliates, is or would be conducted or (C) any limit or restriction on the ability of GoviEx or any of the GoviEx Subsidiaries or, following completion of the transactions contemplated by the Arrangement Agreement, the ability of Tombador or any of its affiliates, to solicit customers or employees, or (ii) that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement;
- (p) GoviEx will not, and will cause the GoviEx Subsidiaries not to, take any action which would render, or which reasonably may be expected to render, any representation or warranty made by GoviEx in the Arrangement Agreement untrue or inaccurate in any material respect (disregarding for this purpose all materiality or GoviEx Material Adverse Effect qualifications contained therein) at any time prior to the Effective Date if then made; and
- (q) GoviEx shall not initiate any discussions, negotiations or filings with any Governmental Authority regarding any matter (including with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement or regarding the status of the Property or any component thereof), without the prior consent of Tombador, such consent not to be unreasonably withheld, and further agrees to provide Tombador with immediate notice of any material communication (whether written or oral) from a Governmental Authority, including a copy of any written communication.

#### **Covenants of GoviEx Regarding Access to Information**

Subject to compliance with applicable Laws and the terms of any existing Contracts, GoviEx will afford to Tombador and its Representatives until the earlier of the Effective Time or the termination of the Arrangement Agreement in

accordance with its terms, continuing access to the GoviEx Diligence Information and reasonable access during normal business hours and upon reasonable notice, to GoviEx's and the GoviEx Subsidiaries' businesses, properties, books and records and such other data and information as Tombador may reasonably request, as well as to its management personnel, subject however to such access not interfering with the ordinary conduct of the business of GoviEx or any of the GoviEx Subsidiaries. Subject to compliance with applicable Laws and such requests not materially interfering with the ordinary conduct of the business of GoviEx, GoviEx and the GoviEx Subsidiaries will also make available to Tombador and its Representatives information reasonably requested by Tombador for the purposes of preparing, considering and implementing integration and strategic plans for the combined businesses of GoviEx and Tombador and their affiliates following completion of the Arrangement. Without limiting the generality of the provisions of the Confidentiality Agreement, Tombador acknowledges that all information provided to them under Section 4.2 of the Arrangement Agreement, or otherwise pursuant to the Arrangement Agreement or in connection with the transactions contemplated hereby, is subject to the Confidentiality Agreement, which will remain in full force and effect in accordance with its terms notwithstanding any other provision of the Arrangement Agreement (other than Section 8.6 of the Arrangement Agreement as it relates to the term of the Confidentiality Agreement) or any termination of the Arrangement Agreement. If any provision of the Arrangement Agreement otherwise conflicts or is inconsistent with any provision of the Confidentiality Agreement, the provisions of the Arrangement Agreement will supersede those of the Confidentiality Agreement but only to the extent of the conflict or inconsistency and all other provisions of the Confidentiality Agreement will remain in full force and effect.

### **Covenants of GoviEx Regarding the Arrangement**

Subject to the terms and conditions of the Arrangement Agreement, GoviEx will perform all obligations required to be performed by GoviEx under the Arrangement Agreement, cooperate with Tombador in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and the Re-compliance and the other transactions contemplated hereby, including (without limiting the obligations of GoviEx in Article 2 of the Arrangement Agreement):

- (a) using its commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained by GoviEx and any of the GoviEx Subsidiaries from other parties to any GoviEx Material Contracts in order to complete the Arrangement and the Re-compliance;
- (b) using its commercially reasonable efforts to carry out all actions necessary to ensure the availability of the Section 3(a)(10) Exemption; and
- (c) defending all lawsuits or other legal, regulatory or other Proceedings against GoviEx and any of the GoviEx Subsidiaries challenging or affecting the Arrangement Agreement or the completion of the Arrangement or the Re-compliance.

### **Covenants of Tombador Regarding the Conduct of Business**

Tombador has given, in favour of GoviEx, usual and customary covenants for an agreement of the nature of the Arrangement Agreement, as follows (unless GoviEx otherwise consents in writing or is expressly permitted or specifically contemplated by the Arrangement Agreement or as is otherwise required by applicable Law):

- (a) it will, and will cause the Tombador Subsidiary to, (i) conduct its business only in the ordinary course of business; (ii) comply with the terms of all Tombador Material Contracts; (iii) use commercially reasonable efforts to maintain and preserve intact its and their business organizations, assets, properties, rights, goodwill and business relationships consistent with past practice; and (iv) conduct its business in compliance with all applicable Laws;
- (b) it will not, and will not permit the Tombador Subsidiary to, directly or indirectly:
  - (i) alter or amend the constitutions of Tombador or the Tombador Subsidiary other than for the purposes of carrying out the transactions contemplated by the Arrangement Agreement;
  - (ii) declare, set aside or pay any dividend on or make any distribution or payment or return of capital in respect of any equity securities of Tombador or the Tombador Subsidiary;

- (iii) reduce the stated capital or split, divide, consolidate, combine, reclassify, or undertake any capital reorganization of the Tombador Shares or any other securities of Tombador or the Tombador Subsidiary;
  - (iv) other than the Permitted Tombador Securities, issue, grant, sell or pledge or authorize or agree to issue, grant, sell or pledge any Tombador Shares, Tombador Options, Tombador Performance Rights or other securities of Tombador or the Tombador Subsidiary, or other securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire Tombador Shares or other securities of Tombador or the Tombador Subsidiary;
  - (v) redeem, purchase or otherwise acquire or subject to any Lien, any of its outstanding Tombador Shares or other securities of Tombador or the Tombador Subsidiary or securities convertible into or exchangeable or exercisable for Tombador Shares or any such other securities;
  - (vi) amend the terms of any securities of Tombador or the Tombador Subsidiary;
  - (vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Tombador or the Tombador Subsidiary;
  - (viii) reorganize, amalgamate or merge with any other person;
  - (ix) take, or fail to take, any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or impede the ability of Tombador to consummate the Arrangement or the Re-compliance; or
  - (x) enter into, modify or terminate any Contract with respect to any of the foregoing;
- (c) Tombador will immediately notify GoviEx orally and then promptly notify in writing of (i) any change in the business, operations, assets or ownership of Tombador or the Tombador Subsidiary that would reasonably be expected to have a significant effect on the market price or value of any of the securities of Tombador and includes a decision to implement that change made by (a) senior management of Tombador who believe that confirmation of the decision by the directors is probable, or (b) the directors of Tombador; (ii) any event, circumstance or development that, to the knowledge of Tombador, has had or would reasonably be expected to have, individually or in the aggregate, a Tombador Material Adverse Effect, (iii) any breach of the Arrangement Agreement by Tombador or the Tombador Subsidiary, (iv) any event occurring after the date of the Arrangement Agreement that would render a representation or warranty, if made on that date or the Effective Date, inaccurate such that any of the conditions in Section 7.2(b) of the Arrangement Agreement would not be satisfied, or (v) result in the failure by Tombador in any material respect to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;
- (d) except in the ordinary course of business, with GoviEx's prior written consent, Tombador will not, and will not permit the Tombador Subsidiary to, directly or indirectly, except in connection with the Arrangement Agreement:
- (i) sell, pledge, lease, licence, dispose of or encumber any assets or properties of Tombador or the Tombador Subsidiary or interests in any assets or properties of Tombador or the Tombador Subsidiary;
  - (ii) acquire or agree to acquire (by merger, amalgamation, consolidation, arrangement or acquisition of shares or other equity securities or interests or assets or otherwise) any corporation, partnership, association or other business organization or division thereof or any property or asset, or make any investment by the purchase of securities, contribution of capital, property transfer, or purchase of any property or assets of any other person;

- (iii) incur any expenses or incur, create or assume or otherwise become liable for any indebtedness (including the making of any payments in respect thereof, including any premiums or penalties thereon or fees in respect thereof) or issue any debt securities, or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other person, or make any loans or advances, in each case, in excess of \$50,000 per calendar month;
  - (iv) pay, discharge, waive, compromise, assign, release or satisfy any claim, liability or obligation prior to the same being due, in excess of \$50,000 per calendar month, other than the payment, discharge or satisfaction, in the ordinary course of business, of liabilities reflected or reserved against in Tombador's financial statements, or voluntarily waive, release, assign, settle or compromise any Proceeding;
  - (v) engage in any new business, enterprise or other activity;
  - (vi) in respect of any property and assets reflected in the balance sheet forming part of the Tombador's financial statements, expend or commit to expend any amounts with respect to expenses for such property and assets; or
  - (vii) authorize any of the foregoing, or enter into or modify any Contract to do any of the foregoing;
- (e) Tombador will not, and will not permit the Tombador Subsidiary to, directly or indirectly, except in the ordinary course of business with GoviEx's prior written consent:
- (i) terminate, fail to renew, cancel, waive, release, grant or transfer any rights;
  - (ii) save and except for legal fees, incur any business expenses over \$50,000 per calendar month;
  - (iii) except in connection with matters otherwise permitted under Section 4.4 of the Arrangement Agreement, enter into any Contract which would be a Tombador Material Contract if in existence on the date hereof, or terminate, cancel, extend, renew or amend, modify or change any Tombador Material Contract;
  - (iv) enter into any lease or sublease of real property (whether as a lessor, sublessor, lessee or sublessee), or modify, amend, terminate or exercise any right to renew any lease or sublease of real property or acquire any interest in real property;
  - (v) waive, release, grant, transfer, exercise, or modify or amend in any material respect, any existing contractual rights in respect of any property of Tombador; or
  - (vi) enter into any Contract containing any provision restricting or triggered by the transactions contemplated herein;
- (f) Tombador will not, and will not permit the Tombador Subsidiary to, except as is necessary to comply with applicable Laws, as disclosed in the Tombador Disclosure Letter or in the ordinary course of business with GoviEx's prior written consent:
- (i) amend the compensation in any form of any director of Tombador or the Tombador Subsidiary, Tombador Employee or Tombador Contractor;
  - (ii) grant any general salary increase or fee, or pay any bonus profit sharing distribution or similar payment of any kind to any director of Tombador or the Tombador Subsidiary, Tombador Employee or Tombador Contractor other than the payment of salaries, fees and benefits in the ordinary course of business except as disclosed in Sections 13(k) and 28 of the Tombador Disclosure Letter;
  - (iii) take any action with respect to the grant or increase of any severance, change of control, retirement, retention or termination pay to (or amend any existing arrangement with) any director of Tombador or the Tombador Subsidiary, Tombador Employee or Tombador Contractor;

- (iv) enter into or modify any employment or consulting agreement with any current or prospective director of Tombador or the Tombador Subsidiary, Tombador Employee or Tombador Contractor except as disclosed in Section 13(k) of the Tombador Disclosure Letter;
  - (v) terminate the employment or consulting arrangement of any senior management employees of Tombador (including Tombador Senior Management) (as determined under applicable Law);
  - (vi) amend any benefits payable under Tombador's or the Tombador Subsidiary' current severance or termination pay policies;
  - (vii) adopt or amend or make any contribution to or any award under the stock option plan, if any, of Tombador or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation, Employee Plan or other similar plan, agreement, trust, fund or arrangement of Tombador, other than for the purposes of carrying out the transactions contemplated by the Arrangement Agreement; or
  - (viii) take any action to accelerate the time of payment of any compensation or benefits, amend or waive any performance or vesting criteria or accelerate vesting under the stock option plan, if any, of Tombador, except in accordance with its terms as contemplated herein;
- (g) Tombador will not, and will not permit the Tombador Subsidiary to, make any loan to any director of Tombador or the Tombador Subsidiary, Tombador Employees or Tombador Contractors;
  - (h) Tombador and the Tombador Subsidiary will use their commercially reasonable efforts to cause the current insurance (or re-insurance) policies maintained by Tombador and the Tombador Subsidiary, including directors' and officers' insurance, not to be cancelled or terminated and to prevent any of the coverage thereunder from lapsing, unless at the time of such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage comparable to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect, provided, however, that, Tombador and the Tombador Subsidiary will not obtain or renew any insurance (or re-insurance) policy for a term exceeding 12 months;
  - (i) Tombador will, and will cause the Tombador Subsidiary to, use commercially reasonable efforts to retain the services of Tombador Senior Management and Tombador Contractors until the Effective Time, and will promptly provide written notice to GoviEx of the resignation or termination of any such Tombador Management or Tombador Contractors;
  - (j) Tombador will not, and will cause the Tombador Subsidiary not to, make an application to amend, terminate, allow to expire or lapse or otherwise modify any of its Permits or take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Authority to institute proceedings for the suspension, revocation or limitation of rights under, any material Permit necessary to conduct its businesses as now being conducted;
  - (k) Tombador will, and will cause the Tombador Subsidiary to, use commercially reasonable efforts to (i) duly file all Returns required to be filed by Tombador or the Tombador Subsidiary on or after the date hereof and all such Returns will be true, complete and correct in all material respects; and (ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by Tombador or the Tombador Subsidiary to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws, and Tombador will not, and will cause the Tombador Subsidiary not to, (A) change its tax accounting methods, principles or practices, except insofar as may have been required by a change in IFRS or applicable Law, (B) settle, compromise or agree to the entry of judgment with respect to any action, claim or other Proceeding relating to Taxes, (other than the payment, discharge or satisfaction of liabilities reflected or reserved against in Tombador's financial statements) (C) enter into any tax sharing, tax allocation or tax indemnification agreement, (D) make a request for a tax ruling to any Governmental Authority, (E) agree to any extension or waiver of the limitation period relating to any material Tax claim or assessment or

reassessment or (F) make or rescind any material Tax election or designation, amend, in any manner adverse to Tombador, any Tax Return, or take any action with respect to the computation of Taxes or the preparation of Tax Returns that is in any material respect inconsistent with past practice;

- (l) other than in the ordinary course of business with GoviEx's prior written consent, Tombador will not, and will cause the Tombador Subsidiary not to, settle or compromise any Litigation;
- (m) other than in the ordinary course of business with GoviEx's prior written consent, Tombador will not, and will cause the Tombador Subsidiary not to, commence any Litigation (other than litigation in connection with the collection of accounts receivable, to enforce the terms of the Arrangement Agreement or the Confidentiality Agreement or as a result of litigation commenced against Tombador);
- (n) Tombador will not, and will cause the Tombador Subsidiary not to, enter into or renew any Contract (i) containing (A) any limitation or restriction on the ability of Tombador or the Tombador Subsidiary or, following completion of the transactions contemplated hereby, the ability of GoviEx or any of its affiliates, to engage in any type of activity or business, (B) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Tombador or the Tombador Subsidiary or, following consummation of the transactions contemplated hereby, all or any portion of the business of GoviEx or any of its affiliates, is or would be conducted or (C) any limit or restriction on the ability of Tombador or the Tombador Subsidiary or, following completion of the transactions contemplated hereby, the ability of GoviEx or any of its affiliates, to solicit customers or employees, or (ii) that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Arrangement;
- (o) Tombador will not, and will cause the Tombador Subsidiary not to, take any action which would render, or which reasonably may be expected to render, any representation or warranty made by Tombador in the Arrangement Agreement untrue or inaccurate in any material respect (disregarding for this purpose all materiality or Tombador Material Adverse Effect qualifications contained therein) at any time prior to the Effective Date if then made;
- (p) Tombador shall not initiate any discussions, negotiations or filings with any Governmental Authority regarding any matter (including with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement or regarding the status of the Property or any component thereof), without the prior consent of GoviEx, such consent not to be unreasonably withheld, and further agrees to provide GoviEx with immediate notice of any material communication (whether written or oral) from a Governmental Authority, including a copy of any written communication; and
- (q) as is applicable, Tombador will not agree, announce, resolve, authorize or commit to do any of the foregoing.

#### **Covenants of Tombador Relating to the Arrangement**

Subject to the terms and conditions of the Arrangement Agreement, Tombador will perform all obligations required to be performed by it under the Arrangement Agreement, cooperate with GoviEx in connection therewith, and use commercially reasonable efforts to do such other acts and things as may be necessary or desirable in order to complete the Arrangement and other transactions contemplated hereby, including:

- (a) cooperating with GoviEx in connection with, and using its commercially reasonable efforts to assist GoviEx in obtaining the waivers, consents and approvals referred to in Section 4.3(1)(a) of the Arrangement Agreement, provided, however, that, notwithstanding anything to the contrary in the Arrangement Agreement, in connection with obtaining any waiver, consent or approval from any person (including a Governmental Authority) with respect to any transaction contemplated by the Arrangement Agreement, Tombador will not be required to pay or commit to pay to such person whose waiver, consent or approval is being solicited any cash or other consideration, make any commitment or incur any liability or other obligation;
- (b) using its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from Tombador relating to the Arrangement or the Re-compliance required to be completed prior to the Effective Time;



- (c) using its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from Tombador relating to the Tombador Capital Raising;
- (d) using its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from Tombador relating to the Matador Participation;
- (e) using its commercially reasonable efforts to defend all lawsuits or other legal, regulatory or other Proceedings against or relating to Tombador challenging or affecting the Arrangement Agreement or the completion of the Arrangement and the Re-compliance;
- (f) forthwith carrying out the terms of the Interim Order and Final Order to the extent applicable to it and taking all necessary actions to give effect to the transactions contemplated herein and the Plan of Arrangement; and
- (g) apply for and use commercially reasonable efforts to enable Re-compliance.

#### **Non-Solicitation**

- (1) Except as expressly provided in Article 5 of the Arrangement Agreement, GoviEx shall not, and shall cause the GoviEx Subsidiaries not to, directly or indirectly, through any of its or the GoviEx Subsidiaries' Representatives or otherwise, and shall not permit any such person to:
  - (a) solicit, assist, initiate, encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of GoviEx or any of the GoviEx Subsidiaries or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
  - (b) enter into or otherwise engage or participate in any discussions or negotiations with any person, other than Tombador, regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
  - (c) make a GoviEx Change in Recommendation;
  - (d) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than two (2) Business Days following such public announcement or GoviEx Disclosure will not be considered to be in violation of Section 5.1 of the Arrangement Agreement provided the GoviEx Board has rejected such Acquisition Proposal and affirmed the Board Recommendation in favour of the Arrangement before the end of such two (2) Business Day period); or
  - (e) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement in respect of an Acquisition Proposal (other than an Acceptable Confidentiality Agreement).
- (2) GoviEx shall, and shall cause the GoviEx Subsidiaries and its Representatives to, immediately cease and terminate any solicitation, encouragement, discussion, negotiation, or other activities commenced prior to the date of the Arrangement Agreement with any person (other than Tombador) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection therewith, GoviEx will:
  - (a) immediately discontinue access to and disclosure of all information regarding GoviEx or any of the GoviEx Subsidiaries, including any data room and any confidential information, properties, facilities, books and records of GoviEx or any of the GoviEx Subsidiaries; and

- (b) to the extent that such information has not previously been returned, within three (3) Business Days from the date hereof request, and exercise all rights it has to require, (i) the return or destruction of all copies of any confidential information regarding GoviEx or any of the GoviEx Subsidiaries and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding GoviEx or any of the GoviEx Subsidiaries, in each case, using its commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights or entitlements.
- (3) GoviEx represents and warrants that neither GoviEx, the GoviEx Subsidiaries nor any of its or their respective Representatives has waived any confidentiality, standstill or similar agreement or restriction in effect as of the date of the Arrangement Agreement to which GoviEx or any of the GoviEx Subsidiaries is a party, and further covenants and agrees (i) that GoviEx shall take all necessary action to enforce each confidentiality, standstill, non-disclosure, non-solicitation, use of information or permitted purpose or similar agreement or covenant to which GoviEx or any of the GoviEx Subsidiaries is a party, and (ii) not release any person from, or waive, amend, suspend or otherwise modify such person's obligations respecting GoviEx or any of the GoviEx Subsidiaries under any confidentiality, standstill, non-disclosure, non-solicitation, use of information or permitted purpose or similar agreement or covenant to which GoviEx or any of the GoviEx Subsidiaries is a party, without the prior written consent of Tombador (which may be withheld or delayed in Tombador's sole and absolute discretion).

### **Notification of Acquisition Proposals**

If GoviEx or any of the GoviEx Subsidiaries or any of its or their respective Representatives, receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to GoviEx or any of the GoviEx Subsidiaries in connection with an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of GoviEx or any of the GoviEx Subsidiaries, GoviEx may communicate with the person or persons making the inquiry, proposal, offer or request and shall promptly notify Tombador, at first orally, and then as soon as practicable and in any event within seventy-two (72) hours in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall provide Tombador with copies of all documents, material or correspondence or other material received in respect of, from or on behalf of any such persons and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as Tombador may reasonably request. GoviEx shall keep Tombador fully informed on a current basis of the status of developments and, to the extent permitted by Section 5.3 of the Arrangement Agreement, negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and shall provide to Tombador copies of all material or correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the terms of such correspondence communicated to GoviEx by or on behalf of any person making any such Acquisition Proposal, inquiry, proposal, offer or request.

### **Responding to an Acquisition Proposal**

- (1) If at any time prior to obtaining the Required Shareholder Approval, GoviEx receives an unsolicited written Acquisition Proposal, GoviEx may (i) contact the person making such Acquisition Proposal and its Representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal, and (ii) engage in or participate in discussions or negotiations with such person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of information, properties, facilities, books or records of GoviEx or the GoviEx Subsidiaries, if and only if, in the case of this clause (ii):
  - (a) the GoviEx Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal, and, after consultation with its outside counsel, that the failure to engage in such discussions or negotiations would be inconsistent with its fiduciary duties;
  - (b) such person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with GoviEx or any of the GoviEx Subsidiaries;

- (c) GoviEx has been, and continues to be, in compliance with its obligations under Article 5 of the Arrangement Agreement;
- (d) prior to providing any such copies, access, or disclosure, GoviEx:
  - (i) enters into an Acceptable Confidentiality Agreement with such person, and any such copies, access or disclosure provided to such person shall have already been (or simultaneously be) provided to Tombador; and
  - (ii) provides Tombador with a true, complete and final executed copy of the Acceptable Confidentiality Agreement; and
- (e) GoviEx promptly provides Tombador with two (2) Business Days prior written notice stating GoviEx's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure and that the GoviEx Board has determined, after consultation with its outside legal counsel, that failure to take such action would be inconsistent with its fiduciary duties.

### Right to Match

- (1) If GoviEx receives an Acquisition Proposal that constitutes a Superior Proposal prior to obtaining the Required Shareholder Approval, the GoviEx Board may, subject to compliance with Article 5 and Article 6 of the Arrangement Agreement, enter into a definitive agreement with respect to such Superior Proposal, if and only if:
  - (a) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with GoviEx;
  - (b) GoviEx has been, and continues to be, in compliance with its obligations under Article 5 of the Arrangement Agreement;
  - (c) GoviEx has delivered to Tombador a written notice of the determination of the GoviEx Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the GoviEx Board to (i) make a GoviEx Change in Recommendation and/or (ii) enter into such definitive agreement with respect to such Superior Proposal, together with a written notice from the GoviEx Board regarding the value and financial terms that the GoviEx Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the "**Superior Proposal Notice**");
  - (d) GoviEx has provided Tombador with a copy of the proposed definitive agreement for the Superior Proposal and all supporting materials, including any financing documents supplied to GoviEx in connection therewith;
  - (e) at least five (5) Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which Tombador received the Superior Proposal Notice and the date on which Tombador received all of the materials set forth in subparagraph (d) above;
  - (f) during any Matching Period, Tombador has the right (but not the obligation), in accordance with paragraph (2) below, to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
  - (g) after the Matching Period, the GoviEx Board (i) has determined in good faith, after consultation with its outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by Tombador under paragraph (2) below); and (ii) has determined in good faith, after consultation with its outside legal counsel, that the failure by the GoviEx Board to recommend that GoviEx enter into a

definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and

- (h) prior to or concurrently with entering into such definitive agreement GoviEx terminates the Arrangement Agreement pursuant to Section 6.2(1)(c)(ii) of the Arrangement Agreement and pays the GoviEx Termination Fee pursuant to Section 5.7 of the Arrangement Agreement.
- (2) During the Matching Period, or such longer period as GoviEx may approve in writing for such purpose: (a) the GoviEx Board shall review any offer made by Tombador under subparagraph (1)(f) above to amend the terms of the Arrangement Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) GoviEx shall, and shall cause its Representatives to, negotiate in good faith with Tombador to make such amendments to the terms of the Arrangement Agreement and the Arrangement as would enable Tombador to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the GoviEx Board determines that such Acquisition Proposal would cease to be a Superior Proposal, GoviEx shall promptly so advise Tombador and the Parties shall amend the Arrangement Agreement to reflect such offer made by Tombador and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.
- (3) Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the GoviEx Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of the Right to Match provisions of the Arrangement Agreement, and Tombador shall be afforded a new Matching Period of five (5) Business Days from the later of the date on which Tombador received the Superior Proposal Notice and the date on which Tombador received all of the materials set forth in subparagraph (1)(d) above with respect to the new Superior Proposal from GoviEx.
- (4) The GoviEx Board shall promptly reaffirm the any Board Recommendation by press release after any Acquisition Proposal which the GoviEx Board has determined not to be a Superior Proposal is publicly announced or publicly disclosed or the GoviEx Board determines that a proposed amendment to the terms of the Arrangement Agreement as contemplated under paragraph (2) above would result in an Acquisition Proposal no longer being a Superior Proposal. GoviEx shall provide Tombador and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall give reasonable and due consideration to any comments made by Tombador and its counsel.
- (5) If GoviEx provides a Superior Proposal Notice to Tombador on a date that is less than ten (10) Business Days before the GoviEx Meeting, the Company shall either proceed with or postpone the GoviEx Meeting, as directed by its advisors and as agreed by Tombador acting reasonably, to a date that is not more than ten (10) Business Days after the scheduled date of the GoviEx Meeting, but in any event to a date that is not less than five (5) Business Days prior to the Outside Date. In the event that the Parties amend the terms of the Arrangement Agreement pursuant to the Right to Match provisions of the Arrangement Agreement, the Parties shall ensure that the details of such amended Arrangement Agreement are communicated to the GoviEx Securityholders prior to the resumption or convening of the postponed or adjourned GoviEx Meeting.

### **Termination of Arrangement Agreement**

The Arrangement Agreement may be terminated prior to the Effective Time by the mutual written agreement of the Parties. The Arrangement Agreement can also be terminated by either Party (i) if the GoviEx Shareholders do not approve the Arrangement (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has principally caused, or resulted in, the failure to receive approval of the Arrangement Resolution by the GoviEx Shareholders); (ii) if the Tombador Shareholders do not approve the Arrangement (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has principally caused, or resulted in, the failure to receive approval of the Arrangement Resolution by the Tombador Shareholders); (iii) in the event of a GoviEx Change in Recommendation; (iv) in the event of a Tombador Change in Recommendation; (v) if the Arrangement is made illegal or prohibited by law (provided that the Party seeking to terminate the Arrangement Agreement pursuant to this

provisions has used its commercially reasonable efforts to appeal or overturn such law); or (vi) if the Arrangement has not been completed on or before the Outside Date (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has principally caused, or resulted in, the failure of the Arrangement being completed by the Outside Date).

GoviEx can terminate the Arrangement Agreement in a number of situations, including if (i) Tombador is in breach of any representation or warranty or fails to perform any covenant or agreement set forth in the Arrangement Agreement which would cause any of the conditions precedent not to be satisfied and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that GoviEx is not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent not to be satisfied; (ii) at any time prior to obtaining the Required Shareholder Approval of the Arrangement Resolution, the GoviEx Board authorizes GoviEx to enter into a binding written agreement relating to a Superior Proposal (provided that the GoviEx Termination Fee is paid prior to the termination); (iii) any conditions set forth the Arrangement Agreement are not satisfied by Tombador, and such condition is incapable of being satisfied by the Outside Date; or (v) notwithstanding (iii), with respect to the mutual condition precedent in Section 7.1(f) of the Arrangement Agreement, where Steinepreis Paganin has not confirmed in writing by September 6, 2025 to GoviEx or to GoviEx's legal counsel, Galanopoulos & Company, that the Escrowed Funds have been deposited into the trust account of Steinepreis Paganin by September 5, 2025.

Tombador can terminate the Arrangement Agreement in a number of situations, including if (i) GoviEx is in breach of any representation or warranty or fails to perform any covenant or agreement set forth in the Arrangement Agreement which would cause any of the conditions precedent not to be satisfied and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that neither Tombador is not then in breach of the Arrangement Agreement so as to cause any of the conditions precedent not to be satisfied; or (ii) any conditions set forth in the Arrangement Agreement are not satisfied by GoviEx, and such condition is incapable of being satisfied by the Outside Date.

The Arrangement Agreement contains a GoviEx Termination Fee equal to Tombador's reasonable legal and other professional costs that have been properly incurred in connection with the transactions contemplated by the Arrangement Agreement, subject to a maximum of A\$600,000, payable by GoviEx to Tombador upon a GoviEx Termination Fee Event. A "**GoviEx Termination Fee Event**" means the termination of the Arrangement Agreement:

- (a) by any Party if the GoviEx Shareholder Approval is not obtained at the GoviEx Meeting (including any adjournment or postponement thereof) (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has principally caused, or resulted in, the failure to obtain the GoviEx Shareholder Approval);
- (b) by Tombador as a result of (i) GoviEx's breach of any representation or warranty or failure to perform any covenant or agreement set forth in the Arrangement Agreement which would cause any of the conditions precedent not to be satisfied and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided that (i) the breach is material in the context of the Arrangement Agreement and the Arrangement taken as a whole; (ii) Tombador has given written notice to GoviEx setting out the relevant circumstances and stating an intention to terminate the Arrangement Agreement ("**GoviEx Default Notice**"); (iii) unless the GoviEx Default Notice was not reasonably able to be given before 5:00pm on the Business Day immediately prior to the Court hearing required to approve the Final Order, the relevant circumstances (if capable of remedy) have not been remedied within five (5) Business Days from the date the GoviEx Default Notice is given (or any shorter period ending at 5:00pm on the Business Day immediately prior to the Court hearing required to approve the Final Order); and (iv) Tombador is not in material breach of the Arrangement Agreement; or
- (c) by GoviEx as a result of accepting a Superior Proposal; or
- (d) by Tombador in the event of a GoviEx Change in Recommendation (as defined in the Arrangement Agreement).

The Arrangement Agreement contains a Tombador Termination Fee equal to GoviEx's reasonable legal and other professional costs that have been properly incurred in connection with the transactions contemplated by the

Arrangement Agreement, subject to a maximum of A\$600,000 payable by Tombador to GoviEx upon a Tombador Termination Fee Event. A “**Tombador Termination Fee Event**” means the termination of the Arrangement Agreement:

- (a) by any Party if the Tombador Shareholder Approval is not obtained at the Tombador Meeting (including any adjournment or postponement thereof) (except that this termination right will not be available to any Party whose failure to fulfil any of its obligations or breach of any of its representations and warranties under the Arrangement Agreement has principally caused, or resulted in, the failure to obtain the Tombador Shareholder Approval);
- (b) by GoviEx as a result of Tombador’s breach of any representation or warranty or failure to perform any covenant or agreement set forth in the Arrangement Agreement, including failure by Tombador to complete the Tombador Capital Raising but excluding, for the avoidance of doubt, failure by Matador to complete the Matador Participation and provided that: (i) the breach is material in the context of the Arrangement Agreement and the Arrangement taken as a whole; (ii) GoviEx has given written notice to Tombador setting out the relevant circumstances and stating an intention to terminate the Arrangement Agreement (“**Tombador Default Notice**”); (iii) unless the Tombador Default Notice was not reasonably able to be given before 5:00pm on the Business Day immediately prior to the Court hearing required to approve the Final Order, the relevant circumstances (if capable of remedy) have not been remedied within five (5) Business Days from the date the Tombador Default Notice is given (or any shorter period ending at 5:00pm on the Business Day immediately prior to the Court hearing required to approve the Final Order); and (iv) GoviEx is not in material breach of the Arrangement Agreement;
- (c) by any Party in the event of a Tombador Change in Recommendation (as defined in the Arrangement Agreement).

## **Amendments**

The Arrangement Agreement may, at any time and from time to time before or after the holding of the GoviEx Meeting, subject to certain exceptions set out in the Arrangement Agreement, be amended by mutual written agreement of the Parties and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation: (a) change the time for performance of any obligations or acts of the Parties; (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto; (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or (d) waive compliance with or modify any of the conditions precedent herein contained.

## **Representations and Warranties**

The representations and warranties of GoviEx relate to, among other things, organization and qualification; authority relative to the Arrangement Agreement; required approvals, no violation of applicable Law, constating documents or certain agreements; capitalization; subsidiaries; absence of shareholder and similar agreements; reporting issuer status and Securities Laws matters; financial statements; undisclosed liabilities; auditors; absence of certain changes; compliance with Laws; Permits; litigation; restrictions on the conduct of business; insolvency; operational matters; interest in Property; Muntanga Technical Report; Taxes; GoviEx Material Contracts; employment matters; contracts; insurance; books and records; non-arm’s length transactions; Fairness Opinion; GoviEx Board approval; and due diligence information.

The Arrangement Agreement also contains certain representations and warranties made solely by Tombador with respect to organization and qualification; authority relative to the Arrangement Agreement; required approvals; no violation of applicable Law or constating documents; capitalization of Tombador; Tombador status and Australian Securities Laws matters; ASX matters, ASIC matters; financial statements; undisclosed liabilities; auditors; absence of certain changes; compliance with Laws; Tombador and Tombador Subsidiary Permits; Litigation; the Disposal; insolvency; operational matters; tax; Tombador Material Contracts; employment matters; property; insurance; books and records; non-arm’s length transactions; due diligence information; and funds available.

## **RISK FACTORS**

In evaluating the Arrangement, GoviEx Securityholders should carefully consider the following risk factors relating to

the Arrangement. The following risk factors are not a definitive list of all risk factors associated with the Arrangement. Additional risks and uncertainties, including those currently unknown or considered immaterial by GoviEx may also adversely affect the trading price of the GoviEx Shares, the Tombador Shares and/or the business of the Combined Company following the Arrangement. In addition to the risk factors relating to the Arrangement set out below, GoviEx Securityholders should also carefully consider the risk factors associated with the businesses of GoviEx and Tombador under the headings “*Information Concerning the Combined Company*” and “*Information Concerning Tombador*” in this Circular and in the documents incorporated by reference herein, including in the GoviEx AIF. If any of the risk factors materialize, the expectations, and the predictions based on them, may need to be re-evaluated.

### **Risks Associated with the Arrangement**

#### ***The Tombador Shares issued in connection with the Arrangement may have a market value different than expected***

Each GoviEx Shareholder (other than Dissenting Shareholders and excluding Tombador and any subsidiary) will receive Tombador Shares as Consideration. Because the Tombador Shares received as Consideration are currently suspended from trading on the ASX whereas the GoviEx Shares are still trading on the TSXV, the value of the Tombador Shares and the market value of the GoviEx Shares at the Effective Time may vary significantly from the values at the date of this Circular. If the value of Tombador Shares declines, the value of the Consideration received by GoviEx Shareholders will decline as well. Variations may occur as a result of changes in, or market perceptions of changes in, the business, operations or prospects of Tombador, market assessments of the likelihood that the Arrangement will be consummated, regulatory considerations, general market and economic conditions, changes in the prices of metals and other factors, including those factors over which neither GoviEx nor Tombador has control.

#### ***The market price of the GoviEx Shares may be materially adversely affected in certain circumstances***

If, for any reason, the Arrangement is not completed or its completion is materially delayed or the Arrangement Agreement is terminated, the market price of GoviEx Shares may be materially adversely affected and decline to the extent that the current market price of the GoviEx Shares reflects a market assumption that the Arrangement will be completed. Depending on the reasons for terminating the Arrangement Agreement, GoviEx's business, financial condition or results of operations could also be subject to various material adverse consequences, including as a result of paying the GoviEx Termination Fee, as applicable or the transaction expenses in connection to the Arrangement.

#### ***GoviEx is restricted from taking certain actions while the Arrangement is pending***

GoviEx is subject to customary non-solicitation provisions under the Arrangement Agreement, pursuant to which, GoviEx is restricted from making, soliciting, initiating, encouraging or otherwise knowingly facilitating or entering into any form of agreement, arrangement, understanding, offer, proposal, expression of interest or inquiry that constitutes, or that could reasonably be expected to lead to, an Acquisition Proposal, among other things. The Arrangement Agreement also restricts GoviEx from taking specified actions until the Arrangement is completed without the consent of Tombador. These restrictions may prevent GoviEx from pursuing attractive business opportunities that may arise prior to the completion of the Arrangement.

#### ***The completion of the Arrangement is uncertain and GoviEx will incur costs and may have to pay the GoviEx Termination Fee even if the Arrangement is not completed***

If the Arrangement is not completed for any reason, there are risks that the announcement of the Arrangement and the dedication of GoviEx's resources to the completion thereof could have a negative impact on GoviEx's relationships with its stakeholders and could have a Material Adverse Effect on the current and future operations, financial condition and prospects of GoviEx.

In addition, certain costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, must be paid by GoviEx and Tombador even if the Arrangement is not completed. GoviEx and Tombador are each liable for their own costs incurred in connection with the Arrangement. If the Arrangement is not completed, GoviEx may be required to pay Tombador the GoviEx Termination Fee in certain circumstances. See “*The Arrangement Agreement – Termination of Arrangement Agreement*” in this Circular.

***The GoviEx Termination Fee provided under the Arrangement Agreement may discourage other parties from attempting to acquire GoviEx***

Under the Arrangement Agreement, in the event of termination under the circumstances set out in the Arrangement Agreement, GoviEx would be required to pay a GoviEx Termination Fee equal to Tombador's reasonable legal and other professional costs that have been properly incurred in connection with the transactions contemplated by the Arrangement Agreement, subject to a maximum of A\$600,000. This GoviEx Termination Fee may discourage other parties from attempting to acquire GoviEx Shares or otherwise making an Acquisition Proposal to GoviEx, even if those parties would otherwise be willing to offer greater value to GoviEx Shareholders than that offered by Tombador under the Arrangement.

***The Arrangement may divert the attention of GoviEx's Management***

The Arrangement could cause the attention of the GoviEx's management to be diverted from the day-to-day operations of GoviEx. These disruptions could be exacerbated by a delay in the completion of the Arrangement and could have an adverse effect on the business, operating results or prospects of GoviEx.

***The completion of the Arrangement is subject to conditions precedent***

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside of GoviEx's or Tombador's control, including receipt of the Final Order, receipt of the Regulatory Approvals, receipt of the Required Shareholder and Securityholder Approval at the Meeting, approval by the shareholders of Tombador at the Tombador Meeting of, amongst other things, the Tombador Shareholder Resolutions, acceptance for filing by the TSXV of the Arrangement and approval by the ASX in respect of the Re-compliance to the ASX of the Tombador Shares (which will not occur without completion of the Tombador Capital Raising and completion of the Matador Participation).

In addition, the completion of the Arrangement is conditional on, among other things, no Material Adverse Effect having occurred in respect of the other Party.

There can be no certainty, nor can GoviEx or Tombador provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, or as to the timing of the satisfaction and waiver of such conditions precedent and, accordingly, the Arrangement may not be completed. If the Arrangement is not completed, the market price of GoviEx Shares may be adversely affected.

***The Key Regulatory Approvals may not be obtained or, if obtained, may not be obtained on a favourable basis***

To complete the Arrangement, each of GoviEx and Tombador must make certain filings with and obtain certain consents and approvals from various governmental and regulatory authorities including the Court, the TSXV and the ASX. Key Regulatory Approvals have not yet been obtained. The regulatory approval processes may take a lengthy period of time to complete, which could delay completion of the Arrangement. If obtained, the Key Regulatory Approvals may include conditions, with such conditions imposed by the applicable Governmental Authority not being acceptable to either GoviEx or Tombador, or, if acceptable, not being on terms that are favourable to the Combined Company.

***The Arrangement Agreement may be terminated in certain circumstances***

Each of Tombador and GoviEx has the right, in certain circumstances, in addition to termination rights relating to the failure to satisfy the conditions of closing, to terminate the Arrangement Agreement. Accordingly, there can be no certainty, nor can GoviEx provide any assurance, that the Arrangement will not be terminated by Tombador or GoviEx prior to the completion of the Arrangement. In addition, if the Arrangement is not completed by the Outside Date, Tombador may terminate the Arrangement Agreement. The Arrangement Agreement also contemplates the GoviEx Termination Fee payable by GoviEx if the Arrangement Agreement is terminated in certain circumstances. Additionally, any termination will result in the failure to realize the expected benefits of the Arrangement in respect of the operations and business of GoviEx.

If the Arrangement Agreement is terminated, there is no assurance that the GoviEx Board will be able to find a party willing to pay an equivalent or greater price than the Consideration payable pursuant to the terms of the Arrangement Agreement.



### ***The Arrangement is subject to receipt of the approval of the Arrangement Resolution***

The Arrangement requires that the Arrangement Resolution be approved by (i) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Shareholders present in person or represented by proxy at the Meeting, each GoviEx Share entitling a GoviEx Shareholder to one vote, and (ii) at least 66⅔% of the votes cast on the Arrangement Resolution by GoviEx Securityholders present in person or represented by proxy at the Meeting, each GoviEx Security entitling a GoviEx Shareholder to one vote. There can be no certainty, nor can the Parties provide any assurance, that the Arrangement Resolution will be approved. If such approvals are not obtained and the Arrangement is not completed, the market price of the GoviEx Shares may decline to the extent that the current market price reflects a market assumption that the Arrangement will be completed. If the Arrangement is not completed and the GoviEx Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party willing to agree to an equivalent or more attractive price than the price to be paid pursuant to the Arrangement.

### ***Directors and Senior Officers of GoviEx have interests in the Arrangement that may be different from those of GoviEx Securityholders generally***

In considering the recommendation of the GoviEx Board with respect to the Arrangement, GoviEx Securityholders should be aware that certain members of GoviEx's senior management and certain members of the GoviEx Board have certain interests in connection with the Arrangement that may present them with actual or potential conflicts of interest in connection with the Arrangement. See "*Regulatory and Securities Law Matters - Canadian Securities Law Matters – MI 61-101*" and "*The Arrangement – Interests of Certain Persons in the Arrangement*" in this Circular.

The foregoing risks or other risks arising in connection with the failure of the Arrangement, including the diversion of management attention from conducting the business of GoviEx, may have a Material Adverse Effect on GoviEx's business operations, financial condition, financial results and share price.

### ***Tombador and GoviEx may be the targets of legal claims, securities class action, derivative lawsuits and other claims***

Tombador and GoviEx may be the target of securities class action and derivative lawsuits which could result in substantial costs and may delay or prevent the Arrangement from being completed. Securities class action lawsuits and derivative lawsuits are often brought against companies that have entered into an agreement to acquire a public company or to be acquired. Third parties may also attempt to bring claims against Tombador or GoviEx seeking to restrain the Arrangement or seeking monetary compensation or other redress. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert management time and resources. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting consummation of the Arrangement, then that injunction may delay or prevent the Arrangement from being completed.

### **Risks Relating to GoviEx**

Whether or not the Arrangement is not completed, GoviEx will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors include those risk factors as are set forth and described in the Company's AIF, which has been filed under the Company's profile on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca), and those set forth and described below.

### ***No History of Revenue***

GoviEx is in the business of mineral exploration with the ultimate goal of developing and producing minerals from the Muntanga Project and other properties in which GoviEx may in the future acquire an interest. GoviEx has not commenced commercial production and has no history of earnings or cash flow from its operations. As a result of the foregoing, there can be no assurance that GoviEx will be able to develop any of its properties profitably or that its activities will generate positive cash flow. GoviEx will not have paid any dividends and it is unlikely to enjoy earnings or pay dividends in the immediate or foreseeable future. GoviEx will have limited cash and other assets. A prospective investor in GoviEx must be prepared to rely solely upon the ability, expertise, judgment, discretion, integrity and good faith of GoviEx's management in all aspects of the development and implementation of GoviEx's business activities.

### ***Market Price of the GoviEx Shares***

The GoviEx Shares are listed on the TSXV under the symbol "GXU" and on the OTCQB under the symbol "GVXXF". GoviEx's business is in an early stage of exploration and an investment in GoviEx's securities is highly speculative. There can be no assurance that an active trading market in GoviEx's securities will be established and maintained. Securities of companies involved in the resource industry have experienced substantial volatility in the past, often based on factors unrelated to the financial performance or prospects of the companies involved. The price of the GoviEx Shares is also likely to be significantly affected by short-term changes in commodity prices or in GoviEx's financial condition or results of operations as reflected in its quarterly financial reports.

### ***Changes in Market Prices of Uranium***

The potential of the Company's mineral projects to be economically mined is significantly affected by changes in the long- and short-term market prices of  $U_3O_8$  which are affected by numerous factors beyond GoviEx's control. Such factors include, among others: demand for nuclear power; political and economic conditions in uranium producing and consuming countries; public and political response to a nuclear incident; reprocessing of used reactor fuel; the re-enrichment of depleted uranium tails and the enricher practice of underfeeding; sales of excess civilian and military inventories (including from the dismantling of nuclear weapons; the premature decommissioning of nuclear power plants; and from the build-up of Japanese utility uranium inventories as a result of the Fukushima incident) by governments and industry participants; uranium supply, including the supply from other secondary sources; production levels and costs of production; levels of supply and demand for a broad range of industrial products; substitution of new or different products in critical applications for the Company's potential products; expectations with respect to the rate of inflation; the relative strength of the US dollar and of certain other currencies; interest rates; global or regional political or economic crises; regional and global economic conditions; and sales of uranium by holders in response to such factors.

### ***Mining Operations May Not be Established or Profitable***

The Company has no history of production and the Company's mineral projects are currently in the exploration stage. The future development of the Company's mineral projects will require additional financing, permits, social license, design, construction, processing plant, and related infrastructure. As a result, the Company will be subject to all of the risks associated with establishing new mining operations and business enterprises, including: (a) the timing and cost, which will be considerable, of obtaining all necessary permits including environmental, construction, and operating permits; (b) the timing and cost, which will be considerable, of the construction of mining and processing facilities; (c) the availability and costs of skilled labour, power, water, transportation, and mining equipment; (d) the availability and cost of appropriate smelting and/or refining arrangements; (e) the need to obtain necessary environmental and other governmental approvals and permits, and the timing of those approvals and permits; (f) the need to consult with indigenous groups; and (g) the availability of funds to finance construction and development activities. It is common in new mining operations to experience unexpected problems and delays during permitting, construction, development, and mine start-up. In addition, delays in the commencement of mineral production often occur, and once commenced, the production of a mine may not meet expectations, or the estimates set forth in feasibility or other studies. Accordingly, there are no assurances that the Company will successfully establish mining operations or become profitable.

### ***Mining is Inherently Dangerous***

The business of mining is subject to a number of risks and hazards including environmental hazards, industrial accidents, labour disputes, cave-ins, pit wall failures, flooding, fires, rock bursts, explosions, power outages, periodic interruptions due to inclement or hazardous weather conditions, other acts of God, unfavourable operating conditions, embargoes, epidemics, quarantines, war, acts of war, acts of terrorism, insurrections, riots and civil commotion. Such risks could result in damage to, or destruction of, mineral properties or processing facilities, personal injury or death, loss of key employees, environmental damage, delays in mining, increased production costs, monetary losses, and possible legal liabilities. Where considered practical to do so, the Company will maintain insurance against risks in the operation of its business in amounts which it believes to be reasonable. Such insurance, however, contains exclusions and limitations on coverage. There can be no assurance that such insurance will continue to be available, will be available at economically acceptable premiums, or will be adequate to cover any resulting liabilities. In some cases, coverage is not available or is considered too expensive relative to the perceived risk. The Company may suffer a

material adverse effect on its business if it incurs losses related to any significant events that are not covered sufficiently or at all by its insurance policies.

### ***Exploration, Development and Operating Risks***

An investment in GoviEx Shares is speculative due to the nature of GoviEx's involvement in the evaluation, acquisition, exploration and, if warranted, development and production of minerals. Mineral exploration involves a high degree of risk and there is no assurance that expenditures made on future exploration by GoviEx will result in new discoveries in commercial quantities.

While GoviEx has a limited number of specific identified exploration or development prospects, management will continue to evaluate prospects on an ongoing basis in a manner consistent with industry standards. The long-term commercial success of GoviEx depends on its ability to find, acquire and commercially develop reserves. No assurance can be given that GoviEx will be able to locate satisfactory properties for acquisition or participation. Moreover, if such acquisitions or participations are identified, GoviEx may determine that current markets, terms of acquisition and participation or pricing conditions make such acquisitions or participations uneconomic. GoviEx has no earnings record, no reserves and no producing resource properties.

GoviEx's mineral projects are in the exploration stage. Resource exploration, development, and operations are highly speculative, characterized by a number of significant risks, which even a combination of careful evaluation, experience and knowledge will not eliminate. Few properties that are explored are ultimately developed into producing mines. Unusual or unexpected formations, formation pressures, fires, power outages, labour disruptions, flooding, explosions, cave-ins, landslides and the inability to obtain suitable or adequate machinery, equipment or labour are other risks involved in the operation of mines and the conduct of exploration programs. GoviEx must rely upon consultants and contractors for exploration, development, construction and operating expertise. Substantial expenditures are required to establish mineral resources and mineral reserves through drilling, to develop metallurgical processes to extract the metal from mineral resources and, in the case of new properties, to develop the mining and processing facilities and infrastructure at any site chosen for mining. There is no assurance that surface rights agreements that may be necessary for future operations will be obtained when needed, on reasonable terms, or at all, which could adversely affect the business of GoviEx.

No assurance can be given that minerals will be discovered in sufficient quantities at the Muntanga Project or any other mineral projects that may be acquired by GoviEx to justify commercial operations or that funds required for additional exploration or development will be obtained on a timely basis. Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are: the particular attributes of the deposit, such as size, grade and proximity to infrastructure; metal prices which are highly cyclical; the proximity and capacity of milling facilities; and government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot accurately be predicted, but the combination of these factors may result in GoviEx not receiving an adequate return on invested capital.

### ***Financing Risk***

GoviEx is limited in financial resources and has no assurance that additional funding will be available for further exploration and development of its projects or to fulfill its obligations under any applicable agreements. There can be no assurance that GoviEx will be able to obtain adequate financing in the future or that the terms of such financing will be favorable. Failure to obtain such additional financing could result in delay or infinite postponement of further exploration and development of its projects with the possible loss of such properties.

### ***Dilution***

GoviEx will require additional funds in respect of the further development of GoviEx's business. If GoviEx raises funds by issuing additional equity securities, such financing will dilute the equity interests of GoviEx Shareholders.

### ***Future Sales of Shares by Existing Shareholders***

Sales of a large number of GoviEx Shares in the public markets, or the potential for such sales, could decrease the trading price of the GoviEx Shares and could impair GoviEx's ability to raise capital through future sales of its common shares. GoviEx may from time to time have previously issued securities at an effective price per share which will be lower than the market price of its common shares. Accordingly, certain GoviEx Shareholders may have an investment profit in GoviEx Shares that they may seek to liquidate.

### ***Competition***

The mineral exploration and development industry is highly competitive. GoviEx competes with other domestic and international mineral exploration companies that have greater financial, human and technical resources.

In addition, there is no assurance that a ready market will exist for the sale of commercial quantities of ore. Factors beyond the control of GoviEx may affect the marketability of any substances discovered. These factors include market fluctuations, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in GoviEx not receiving an adequate return on invested capital or losing its investment capital.

### ***Attraction and Retention of Key Personnel Including Directors***

GoviEx has a small management team and the loss of a key individual or inability to attract suitably qualified staff could have a material adverse impact on the business of GoviEx. GoviEx may also encounter difficulties in obtaining and maintaining suitably qualified staff. The success of GoviEx depends on the ability of management to interpret market data correctly and to interpret and respond to economic, market and other conditions in order to locate and adopt appropriate opportunities. No assurance can be given that individuals with the required skills will continue employment with GoviEx or that replacement personnel with comparable skills can be found. GoviEx will be dependent on the services of key executives, including the directors of GoviEx and a small number of highly skilled and experienced executives and personnel. Due to the relatively small size of GoviEx, the loss of these persons or GoviEx's inability to attract and retain additional highly skilled employees may adversely affect its business and future operations.

### ***Conflicts of Interest***

Certain of the directors and officers of GoviEx also serve as directors and/or officers of other companies involved in natural resource exploration, development and mining operations and consequently there exists the possibility for such directors and officers to be in a position of conflict. Any decision made by any of such directors and officers will be made in accordance with their duties and obligations to deal fairly and in good faith with a view to the best interests of GoviEx and GoviEx Shareholders. In addition, each of the directors is required to declare and refrain from voting on any matter in which such directors may have a conflict of interest in accordance with the procedures set forth in the BCBCA and other applicable laws.

### ***Public Health Issues and Disease Outbreaks***

The Company's business and results of operations are subject to uncertainties arising out of public health issues. A local, regional, national, or international outbreak of an illness or contagious disease, such as a pandemic like COVID-19, could result in a general or acute decline in economic activity in the regions where we operate in or hold assets in, production and transport delays, and general business interruptions. In addition, these risks could result in an increase in the cost of supplies and equipment, delays from difficulties in obtaining required licenses, tariffs and other barriers and restrictions, labour shortages, mobility restrictions and other quarantine measures, supply shortages, increased government regulation, and the quarantine or contamination of one or more of our operating sites. Any such events could have a material and adverse impact on our business, financial condition, and results of operations.

The Company's business and operational plans could be significantly adversely affected or disrupted by the effects of a widespread global outbreak of contagious disease. These disruptions may include disruptions resulting from (i) shortages of employees, (ii) unavailability of contractors and subcontractors, (iii) interruption of supplies from third parties upon which the Company relies, (iv) restrictions that governments impose to address the outbreak, and (v)

restrictions that the Company and its contractors and subcontractors impose to ensure the safety of employees and others. Further, it is presently not possible to predict the extent or durations of these results of operations. Such adverse effect could be rapid and unexpected.

### ***Environmental Risks and Hazards***

All phases of mining operations are subject to environmental regulation in the jurisdictions in which they operate. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the generation, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulation, if any, will not adversely affect mining operations. Environmental hazards may exist on the properties on which the owners or operators of mining operations hold interests which are unknown to such owners or operators at present and which have been caused by previous or existing owners or operators of the properties.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions. Parties engaged in mining operations or in the exploration or development of mineral properties may be required to compensate those suffering loss or damage by reason of the mining activities and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Amendments to current laws, regulations and permits governing operations and activities of mining and exploration companies, or more stringent implementation thereof, could have a material adverse impact on mining operations and cause increases in exploration expenses, capital expenditures or production costs or reduction in levels of production at producing properties or require abandonment or delays in development of new mining properties.

### ***Governmental Regulation***

The Company's operations and exploration and development activities are subject to extensive laws and regulations governing various matters, including: (a) environmental protection; (b) management and use of toxic substances and explosives; (c) management of natural resources; (d) management of tailings and other wastes; (e) mine construction; (f) exploration, development of mines, production and post-closure reclamation; (g) exports; (h) price controls; (i) taxation and mining royalties; (j) regulations concerning business dealings with indigenous groups; (k) labour standards and occupational health and safety, including mine safety; and (l) historic and cultural preservation. Failure to comply with applicable laws and regulations may result in civil or criminal fines or penalties or enforcement actions, including orders issued by regulatory or judicial authorities, enjoining or curtailing operations, or requiring corrective measures, installation of additional equipment, or remedial actions, any of which could result in the Company incurring significant expenditures. The Company may also be required to compensate private parties suffering loss or damage by reason of a breach of such laws, regulations, or permitting requirements. The Company conducts operations in Zambia. The laws of Zambia differ significantly from those of Canada and all such laws are subject to change. Mining is subject to potential risks and liabilities associated with environment and disposal of waste products occurring as a result of mineral exploration and production. New laws and regulations, amendments to existing laws and regulations, administrative interpretation of existing laws and regulations, or more stringent enforcement of existing laws and regulations could have a material adverse impact on future cash flow, results of operations and the financial condition of the Company, which may pose restrictions on or suspensions of the Company's exploration activities, and delays in the development of the Company's projects.

### ***Environmental Regulation***

All phases of mining and exploration operations are subject to governmental regulation, including environmental regulation. Environmental legislation is becoming stricter, with increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and heightened responsibility for companies and their officers, directors and employees. There can be no assurance that possible future changes in environmental regulation will not adversely affect mining operations. Additionally, environmental hazards may exist on a property in which the owners or operators of mining operations hold an interest which were caused by previous or existing owners or

operators of the properties and of which such owners or operators are not aware at present and which could impair the commercial success, levels of production and continued feasibility and project development and mining operations on these properties.

### ***Changes in Climate Conditions and Regulatory Regime***

Mining operations are energy-intensive and can contribute to carbon emissions, either directly or indirectly through the use of fossil-fuel-based electricity. Consequently, the Company is subject to existing and emerging policies and regulations concerning greenhouse gas emissions, energy efficiency, and the disclosure of climate-related risks. While efforts to reduce emissions may be partially offset by improved energy efficiency, technological advancements, and the growing demand for metals, the evolving regulatory landscape may lead to additional transition costs at certain operations.

Numerous government bodies have already introduced or are considering regulatory changes in response to the potential impacts of climate change. Existing legislation pertaining to emission levels and energy efficiency is becoming more stringent. Consequently, the Company anticipates increased compliance costs as a result of changes in laws and regulations.

Moreover, the physical risks associated with climate change pose additional challenges for the operations. These risks include shifts in temperature and precipitation patterns, as well as the heightened occurrence of extreme weather events such as floods, droughts, forest fires, and severe storms. Such events may become more frequent, potentially necessitating exploration, development or production suspensions, operational reductions, or even facility closures. These physical impacts have the potential to adversely affect the cost, production, and financial performance of our operations.

### ***Permitting***

Mining operations are subject to receiving and maintaining permits from appropriate governmental authorities. Although GoviEx believes that it currently has all required permits for their operations as currently conducted, there is no assurance that delays will not occur in connection with obtaining all necessary renewals of such permits for the existing operations, additional permits for any possible future changes to operations or additional permits associated with new legislation. Prior to any development on the Muntanga Project, permits from appropriate governmental authorities may be required. There can be no assurance that GoviEx will continue to hold all permits necessary to explore, develop or continue operating the Muntanga Project.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment or remedial actions. Parties engaged in mining operations may be required to compensate those suffering loss or damage by reason of the mining activities and may be liable for civil or criminal fines or penalties imposed for violations of applicable laws or regulations. Amendments to current laws, regulations and permitting requirements, or more stringent application of existing laws, may have a material adverse impact on GoviEx, resulting in increased capital expenditures or production costs, or abandonment or delays in exploration or development of the Muntanga Project.

### ***Title Matters***

The acquisition of title to resource properties is a very detailed and time-consuming process. Title to, and the area of, resource claims may be disputed. There may be valid challenges to the title of any of the mineral properties in which GoviEx holds an interest that, if successful, could impair development and/or operations thereof. A defect could result in GoviEx losing all or a portion of its right, title, estate and interest in and to the properties to which the title defect relates. Any of the mineral properties in which GoviEx holds an interest may be subject to prior unregistered liens, agreements or transfers or other undetected title defects. There is no guarantee that title to the properties will not be challenged or impugned. GoviEx is satisfied, however, that evidence of title to each of the Bisie North Permit and Bisie North-East Permit is adequate and acceptable by prevailing industry standards.

## **African Operations**

GoviEx's mineral operations are currently conducted in Africa, and as such GoviEx's operations are exposed to various levels of political, economic and other risks and uncertainties. These risks and uncertainties may include, but are not limited to: extreme fluctuations in currency exchange rates; high rates of inflation; labour unrest; renegotiation or nullification of existing concessions, licenses, permits and contracts; illegal mining; corruption; changes in taxation policies; and changing political conditions, and governmental regulations that favour or require the awarding of contracts to local contractors or require foreign contractors to employ citizens of or purchase supplies from a particular jurisdiction.

## **Risks relating to Tombador**

While GoviEx has completed due diligence investigations on Tombador, certain risks either may not have been uncovered or are not known at this time. Such risks may have an adverse impact on GoviEx and the combined assets of the Combined Company following the Arrangement and may have a negative impact on the value of the GoviEx Shares. For a description of certain risks relating to the business and operations of Tombador, see Appendix F, *"Information Concerning Tombador – Risk Factors"*. For a description of certain risks relating to the business and operation of the Combined Company, see Appendix G – *"Information Concerning the Combined Company – Risk Factors"*.

## **INFORMATION CONCERNING GOVIX**

GoviEx is a mineral exploration company that focused on the acquisition, exploration and development of uranium properties in Africa. GoviEx owns a 100% interest in its flagship mine-permitted Muntanga Project, located in the southeastern region of Zambia in the Siavonga and Chirundu Districts, which is the Company's only material mineral project for the purposes of NI 43-101.

The most recent technical report on the Muntanga Project is the Muntanga Technical Report which is incorporated by reference in this Circular and is available at [www.sedarplus.ca](http://www.sedarplus.ca) under the Company's profile. See *"Documents Incorporated by Reference"*.

The Company's head office and registered and records office are located at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1.

The GoviEx Shares are listed for trading on the TSXV under the symbol "GXU" and the OTCQB under the symbol "GVXXF". Following the completion of the Arrangement, the Company will be a wholly-owned Subsidiary of Tombador and the GoviEx Shares will be delisted from the TSXV and the OTCQB.

## **Documents Incorporated by Reference**

Information regarding the Company has been incorporated by reference in the Circular from documents filed by the Company with securities commissions or similar authorities in Canada. Copies of the documents incorporated in the Circular by reference regarding the Company may be obtained on request without charge from the Company in writing for the attention of the Corporate Secretary, Suite 606 - 999 Canada Place, Vancouver, BC V6C 3E1, by calling toll-free within North America: 1-888-571-4545, direct, from Outside of North America: +1-604-681-5529 (which is not a toll-free number), or via email at [info@govix.com](mailto:info@govix.com), and are also available electronically under the Company's profile at [www.sedarplus.ca](http://www.sedarplus.ca).

The following documents, filed with the securities regulatory authorities in Canada, are specifically incorporated by reference into, and form a part, of the Circular:

- (a) the Company's annual information form dated May 20, 2025 for the financial year ended December 31, 2024 ("**AIF**");
- (b) the unaudited condensed interim consolidated financial statements of the Company for the three and six months ended June 30, 2025 and 2024, together with the notes thereto ("**GoviEx Interim Financial Statements**");

- (c) the management's discussion and analysis of financial results of the Company for the six months ended June 30, 2025;
- (d) the audited consolidated financial statements of the Company for the years ended December 31, 2024 and 2023, together with the notes thereto and the independent auditor's report thereon ("**GoviEx Annual Financial Statements**");
- (e) the management's discussion and analysis of financial results of the Company for the year ended December 31, 2024;
- (f) the management information circular of the Company dated May 5, 2025 in connection with the annual general and special meeting of GoviEx Shareholders held on June 27, 2025;
- (g) the management information circular of the Company dated May 8, 2024 in connection with the annual general and special meeting of GoviEx Shareholders held on June 25, 2024;
- (h) "*NI 43-101 Technical Report: Feasibility Study of the Muntanga Uranium Project, Zambia*" dated March 7, 2025 with an effective date of January 23, 2025 prepared by Ukwazi Transaction Advisory (Pty) Ltd, SRK Consulting (UK) Limited, SGS Bateman (Pty) Ltd and Cresco Global Ltd. ("**Muntanga Technical Report**");
- (i) the material change report of the Company dated May 8, 2025 relating to the Company closing a private placement offering for aggregate gross proceeds of approximately C\$10,470,600;
- (j) the material change report of the Company dated August 27, 2025, relating to the Company's August 18, 2025, announcement of the Arrangement and execution of the Original Arrangement Agreement; and
- (k) the material change report of the Company dated September 5, 2025 relating to the Company's September 5, 2025, announcement of the execution of the Arrangement Agreement.

Any documents of the type described in Section 11.1 of Form 44-101F1 — *Short Form Prospectus* filed by the Company with any securities regulatory authorities in Canada subsequent to the date of the Circular and prior to the Effective Date will be deemed to be incorporated by reference in the Circular.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Circular will be deemed to be modified or superseded for the purposes of the Circular to the extent that a statement contained in this Circular or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference in this Circular modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of the Circular.

Information contained in or otherwise accessed through the Company's website ([www.goviex.com](http://www.goviex.com)) or any other website, does not form part of the Circular. All such references to the Company's website are inactive textual references only.

### **Price Range and Trading Volume**

The GoviEx Shares currently trade on the TSXV under the symbol "GXU" and are also traded over the counter on the OTCQB under the symbol 'GVXXF'.

The following table shows the high and low board lot trading prices and monthly trading volume of the GoviEx Shares on the TSXV for the twelve-month period preceding the date of this Circular.



| <b>Month</b>         | <b>High (C\$)<sup>(1)</sup></b> | <b>Low (C\$)<sup>(1)</sup></b> | <b>Volume<sup>(1)</sup></b> |
|----------------------|---------------------------------|--------------------------------|-----------------------------|
| September 1-10, 2025 | 0.055                           | 0.045                          | 8,148,700                   |
| August 2025          | 0.06                            | 0.05                           | 13,211,600                  |
| July 2025            | 0.075                           | 0.055                          | 10,120,300                  |
| June 2025            | 0.095                           | 0.05                           | 17,786,300                  |
| May 2025             | 0.10                            | 0.05                           | 18,446,700                  |
| April 2025           | 0.06                            | 0.04                           | 16,612,900                  |
| March 2025           | 0.065                           | 0.035                          | 39,124,500                  |
| February 2025        | 0.05                            | 0.035                          | 12,943,800                  |
| January 2025         | 0.07                            | 0.03                           | 67,736,000                  |
| December 2024        | 0.06                            | 0.0425                         | 19,288,400                  |
| November 2024        | 0.075                           | 0.055                          | 10,237,900                  |
| October 2024         | 0.13                            | 0.07                           | 15,202,400                  |
| September 2024       | 0.16                            | 0.045                          | 40,072,000                  |

<sup>(1)</sup> Trading prices and trading volume for the TSXV only. Trading prices and trading volume for the OTCQB are not included in the information in this table.

The most recent board lot closing price of GoviEx Shares on the TSXV was \$0.0525 on September 10, 2025, being the last day a board lot trade occurred in the GoviEx Shares prior to the date of the Circular.

### **Material Changes in the Affairs of the Company**

To the knowledge of the directors and Senior Officers of the Company and except as publicly disclosed or otherwise described in this Circular, there are no plans or proposals for material changes in the affairs of the Company.

### **Prior Sales**

During the twelve (12) months preceding the date of this Circular, the Company has issued GoviEx Shares at the following prices:

| <b>Date of Issuance</b> | <b>Number of Common Shares</b> | <b>Issuance Price (C\$)</b> |
|-------------------------|--------------------------------|-----------------------------|
| May 5, 2025             | 209,412,000 <sup>(1)</sup>     | \$0.05                      |
| <b>TOTAL:</b>           | 209,412,000                    |                             |

<sup>(1)</sup> Issued pursuant to a private placement of units.

During the twelve (12) months preceding the date of this Circular, the Company issued the following securities that are or may be convertible into GoviEx Shares:

| <b>Date of Issuance</b> | <b>Number of Securities Issued</b> | <b>Exercise Price</b> |
|-------------------------|------------------------------------|-----------------------|
| May 5, 2025             | 209,412,000 <sup>(1)</sup>         | US\$0.051             |
| May 5, 2025             | 1,702,100 <sup>(2)</sup>           | US\$0.051             |
| <b>TOTAL:</b>           | 211,114,100                        |                       |

<sup>(1)</sup> GoviEx Warrants issued pursuant to a private placement of units, each exercisable to purchase one GoviEx Share on or before May 5, 2027.

<sup>(2)</sup> GoviEx Finder's Warrants issued pursuant to a private placement of units, each exercisable to purchase one GoviEx Share on or before November 5, 2026.

### **Dividends or Capital Distributions**

GoviEx has not declared or paid any cash dividends or capital distributions on the GoviEx Shares in the past two years from the date of this Circular. GoviEx intends to retain all future earnings, if any, and other cash resources for the future operation and development of its business, and accordingly, does not intend to declare or pay any cash dividends in the foreseeable future. Payment of any future dividends will be at the discretion of the GoviEx Board after taking into account many factors including the Company's operating results, financial condition and current and anticipated cash

needs.

### Interests of Experts

The following persons and companies have prepared certain sections of this Circular and/or Appendices attached hereto as described below or are named as having prepared or certified a report, statement or opinion in or incorporated by reference in this Circular.

| <u>Name of Expert</u>    | <u>Nature of Relationship</u> |
|--------------------------|-------------------------------|
| Stifel Canada            | Financial advisor to GoviEx   |
| Galanopoulos & Company   | Legal counsel to GoviEx       |
| Bojm, Funt & Gibbons LLP | Legal counsel to GoviEx       |
| Hamilton Locke Pty Ltd   | Legal counsel to GoviEx       |
| MLT Aikens LLP           | Legal counsel to GoviEx       |

To the knowledge of the Company, neither Stifel Canada nor any of the designated professionals thereof held securities representing more than 1% of all issued and outstanding GoviEx Shares as at the date of the Fairness Opinion and none of the persons above is or is expected to be elected, appointed or employed as a director, officer or employee of the Company or of any associate or affiliate of the Company.

To the knowledge of the Company, the partners and associates of each of (i) Galanopoulos & Company, as a group, of ii) Bojm, Funt & Gibbons LLP, as a group, (iii) Hamilton Locke Pty Ltd, as a group, and (iv) MLT Aikens LLP, as a group, as a group, own, directly or indirectly, in the aggregate less than 1% of all of the issued and outstanding GoviEx Shares as of the date of this Circular.

With respect to technical information relating to the Company contained in this Circular or in a document incorporated by reference herein, the following is a list of persons or companies named as having prepared or certified a statement, report or valuation and whose profession or business gives authority to the statement, report or valuation made by the person or company:

- Jacobus Johannes Lotheringen, B Eng (Mining Engineering), André Marcel Deiss, B.Sc. (Hons) Geology, Robert J Howell, BSc (Geochemistry), Hons, PhD (Geochemistry) and Alan Mitchell Clegg, B.Sc. (Mining Engineering) are the authors and Qualified Persons as defined by NI 43-101 in connection with the Muntanga Technical Report.

To the Company's knowledge, each of the foregoing persons beneficially owns, directly or indirectly, less than 1% of the issued and outstanding GoviEx Shares or Tombador Shares.

### Statement of Rights

Securities legislation in the provinces and territories of Canada provides GoviEx Shareholders with, in addition to any other rights they may have at law, one or more rights of rescission, price revision or to damages, if there is a misrepresentation in a circular or notice that is required to be delivered to those GoviEx Shareholders. However, such rights must be exercised within prescribed time limits. GoviEx Shareholders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult a lawyer.

### INFORMATION CONCERNING TOMBADOR

Information regarding Tombador including risk factors before and after the Arrangement is contained in Appendix F – *Information Concerning Tombador*, which is attached to this Circular. Schedules 1, 2 and 3 attached to Appendix F were prepared by or for Tombador. The information concerning Tombador contained in this Circular has been provided by Tombador for inclusion in this Circular. GoviEx has no knowledge that any disclosure contained herein, which was taken from, or based on, information and records or information provided by Tombador, is untrue or incomplete and GoviEx assumes no responsibility for the accuracy of information provided by Tombador and included herein or for any failure by Tombador to disclose events which may have occurred or may affect the significance or accuracy of any such information.

## INFORMATION CONCERNING THE COMBINED COMPANY

On completion of the Arrangement, Tombador will continue to be a corporation incorporated under and governed by the laws of Australia and will own all of the GoviEx Shares. In accordance with the arrangement, GoviEx will be a wholly-owned Subsidiary of Tombador.

For further information regarding the Combined Company after the completion of the Arrangement, please see Appendix G – *Information Concerning the Combined Company*.

## CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is, as of the date hereof, a general summary of the principal Canadian federal income tax considerations under the Tax Act relating to (i) the exchange of GoviEx Shares for Tombador Shares pursuant to the Arrangement, and (ii) the ownership and disposition of such Tombador Shares that are generally applicable to beneficial owners of GoviEx Shares or holders who acquire Tombador Shares as beneficial owners pursuant to the Arrangement, as applicable, and who, at all relevant times, for the purposes of the Tax Act, deal at arm's length with, and are not affiliated with, GoviEx, Tombador, or any of their respective affiliates, and hold their GoviEx Shares, and will acquire and hold any Tombador Shares received pursuant to the Arrangement, as capital property (each, a "**Holder**"), all within the meaning of the Tax Act.

GoviEx Shares and Tombador Shares will generally be considered to be capital property to a Holder unless the Holder holds or uses the GoviEx Shares or Tombador Shares, or is deemed to hold or use the GoviEx Shares or Tombador Shares, in the course of carrying on a business of trading or dealing in securities or has acquired them or is deemed to have acquired them in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary does not apply to a Holder: (i) that is a "financial institution" for purposes of the mark-to-market rules contained in the Tax Act, (ii) an interest in which is or would constitute a "tax shelter investment" as defined in the Tax Act, (iii) that is a "specified financial institution" as defined in the Tax Act, (iv) that reports its "Canadian tax results" in a currency other than Canadian currency, as defined in the Tax Act, (v) who received GoviEx Shares or will receive Tombador Shares upon exercise of a stock option, (vi) who has entered into or will enter into, with respect to their GoviEx Shares or Tombador Shares, a "synthetic disposition arrangement" or a "derivative forward agreement" as those terms are defined in the Tax Act, (vii) that is a corporation resident in Canada for purposes of the Tax Act whose investment in a non-resident corporation as part of a transaction or event or series of transactions or events that includes the acquisition of Tombador Shares is subject to the foreign affiliate dumping rules in section 212.3 of the Tax Act, (viii) with respect to whom Tombador is or will be a "foreign affiliate" as defined in the Tax Act, (ix) that receives dividends on its Tombador Shares as part of a "dividend rental arrangement" as defined in the Tax Act, or (x) that is exempt from tax under the Tax Act. **All such Holders should consult their own tax advisors with respect to the Arrangement, including the exchange of GoviEx Shares for Tombador Shares and the ownership and disposition of Tombador Shares.**

This summary does not address the deductibility of interest by a Holder who has borrowed money or otherwise incurred debt in connection with the acquisition of GoviEx Shares.

The tax treatment of holders of GoviEx Options and GoviEx Warrants is not addressed in this summary. **All holders of GoviEx Options and GoviEx Warrants should consult their own tax advisors with respect to the Arrangement.**

This summary is based on the facts set out in this Circular, the current provisions of the Tax Act in force as of the date hereof, specific proposals to amend the Tax Act (the "**Proposed Amendments**") which have been announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, except for counsel's understanding of the published administrative policies and assessing practices of the CRA publicly available prior to the date of this Circular.

Except for the Proposed Amendments, this summary does not take into account or anticipate any other changes in law or any changes in the CRA's administrative policies and assessing practices, whether by way of judicial, governmental or legislative action or decision, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations which may differ significantly from the Canadian federal income tax considerations discussed herein. No assurances can be given that the Proposed Amendments will be enacted as proposed or at all,

or that legislative, judicial, or administrative changes will not modify or change the statements expressed herein.

This summary assumes that Tombador will not take any action that would result in triggering Canada's Foreign Affiliate Dumping rules including making indirect investments into a GoviEx Subsidiary through GoviEx at any time following the issuance of the Interim Order. This summary further assumes that at any time following the issuance of the Interim Order, Tombador would only make investments into GoviEx Subsidiaries directly and not through GoviEx.

**This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to the Arrangement or the ownership and disposition of Tombador Shares. This summary is of a general nature only and is not intended to be, and should not be construed to be, legal, business or income tax advice to any particular Holder. Holders should consult their own income tax advisors with respect to the tax consequences applicable to them having regard to their own particular circumstances.**

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of GoviEx Shares or Tombador Shares (including dividends, adjusted cost base and proceeds of disposition) must be expressed in Canadian dollars. Amounts denominated in Australian dollars or another foreign currency must be converted into Canadian dollars using the daily exchange rate published by the Bank of Canada on the particular date the particular amount arose or such other rate of exchange as may be accepted by the CRA. Holders may therefore realize additional income or gain by virtue of changes in foreign exchange rates and are advised to consult with their own tax advisors in this regard. Currency-related tax issues are not discussed further in this summary.

#### **Holders Resident in Canada**

This part of the summary is generally applicable only to a Holder who, at all relevant times, and for purposes of the Tax Act, is resident, or is deemed to be resident, in Canada (a “**Resident Holder**”). Certain Resident Holders whose GoviEx Shares might not otherwise constitute capital property may be eligible to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have their GoviEx Shares (but not their Tombador Shares), and every other “Canadian security” (as defined in the Tax Act) owned by such Resident Holder in the taxation year in which the election is made and in all subsequent taxation years, be deemed to be capital property. **Resident Holders contemplating such an election should first consult their own tax advisors.** This election is not available with respect to the Tombador Shares.

#### *Exchange of GoviEx Shares for Tombador Shares Pursuant to the Arrangement*

Pursuant to the Arrangement, a Resident Holder, other than a Dissenting Resident Holder (as defined below), will exchange their GoviEx Shares for Tombador Shares. Such Resident Holder will have disposed of such GoviEx Shares and will recognize a capital gain (or capital loss) to the extent that the fair market value of the Tombador Shares received on the exchange exceeds (or is less than) their adjusted cost base in the GoviEx Shares so disposed of, and any reasonable costs of disposition. For a description of the tax treatment of capital gains and capital losses, see “*Taxation of Capital Gains and Capital Losses*” below. The cost of the Tombador Shares acquired on the exchange will be equal to the fair market value thereof. This cost will be averaged with the adjusted cost base of all other Tombador Shares held by the Resident Holder as capital property for the purpose of determining the adjusted cost base of such Tombador Shares.

#### *Dissenting Resident Holders*

A GoviEx Shareholder that is a Resident Holder who, as a result of exercising Dissent Rights in respect of the Arrangement (a “**Dissenting Resident Holder**”), receives a payment from GoviEx in consideration for the Dissenting Resident Holder's GoviEx Shares will be deemed to receive a taxable dividend equal to the amount by which the amount received (excluding interest awarded by a court) from GoviEx exceeds the paid-up capital of the Dissenting Resident Holder's GoviEx Shares. The Dissenting Resident Holder will also be deemed to have received proceeds of disposition for the GoviEx Shares equal to the amount (excluding interest awarded by a court) received by the Dissenting Resident Holder less the amount of the deemed dividend referred to above. Consequently, the Dissenting Resident Holder may realize a capital gain (or capital loss) to the extent that such proceeds of disposition, as reduced by the amount of any deemed dividend, exceed (or are exceeded by) the adjusted cost base of such Dissenting Resident Holder's GoviEx Shares. In the case of a Dissenting Resident Holder that is a corporation, in some circumstances, the amount of such deemed dividend may be treated as proceeds of disposition and not a dividend.

See “*Taxation of Dividends*” below for a general description of the treatment of dividends under the Tax Act. See “*Taxation of Capital Gains and Capital Losses*” below for a general description of the treatment of capital gains and losses under the Tax Act.

Interest awarded by a court and paid or payable, if any, to a Dissenting Resident Holder will be included in the Dissenting Resident Holder’s income.

#### *Taxation of Dividends*

Dividends received or deemed to be received on Tombador Shares held by a Resident Holder will be included in the Resident Holder’s income for purposes of the Tax Act, including any amounts withheld for foreign withholding tax. Any withholding taxes paid under foreign law with respect to such dividends would generally qualify for a foreign tax credit against the Canadian tax otherwise payable by the Resident Holder under the Tax Act, subject to the detailed rules in the Tax Act respecting foreign tax credits. For individuals (including certain trusts), such dividends will not be subject to the dividend tax credit rules under the Tax Act normally applicable to taxable dividends received from a taxable Canadian corporation. A Resident Holder that is a corporation will generally not be entitled to deduct the amount of such dividends in computing its taxable income.

Dividends received or deemed to be received in respect of GoviEx Shares of a Dissenting Resident Holder will be included in the Dissenting Resident Holder’s income for the purposes of the Tax Act. Such dividends received by a Dissenting Resident Holder who is an individual (including certain trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to taxable dividends received from taxable Canadian corporations. A dividend or portion of a dividend received or deemed to be received by a Dissenting Resident Holder that is a corporation may be characterized as a capital gain in certain circumstances. Dissenting Resident Holders should consult their own tax advisors.

#### *Disposition of Tombador Shares*

A disposition or deemed disposition of a Tombador Share by a Resident Holder will generally result in a capital gain (or a capital loss) to the extent that the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Holder of the Tombador Share immediately before the disposition. For a description of the tax treatment of capital gains and capital losses, see “*Taxation of Capital Gains and Capital Losses*” below.

#### *Taxation of Capital Gains and Capital Losses*

Generally, one-half of the amount of any capital gain (a “**taxable capital gain**”) realized by a Resident Holder in a taxation year will be required to be included in computing the Resident Holder’s income for that year. A Resident Holder will be required to deduct one-half of the amount of any capital loss (an “**allowable capital loss**”) realized in a taxation year from taxable capital gains realized by the Resident Holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year may be carried back to any of the three preceding taxation years or carried forward to any subsequent taxation year and deducted against net taxable capital gains realized in such years, subject to and in accordance with the detailed rules contained in the Tax Act.

The amount of any capital loss realized on the disposition of a GoviEx Share by a Resident Holder that is a corporation may, to the extent and under the circumstances specified by the Tax Act, be reduced by the amount of any dividends received or deemed to have been received by the corporation on such share (or on a share for which such share is substituted or exchanged). Similar rules may apply where a corporation is, directly or through a trust or partnership, a beneficiary of a trust or a member of a partnership that owns such shares. Resident Holders to whom these rules may be relevant should consult their own tax advisors.

In certain circumstances foreign tax may be required to be paid by a Resident Holder in connection with the realization of a capital gain on the disposition of Tombador Shares. Any such foreign tax may be eligible for a deduction or credit under the Tax Act. If the foreign tax is not eligible for a deduction or credit under the Tax Act, then double taxation in respect of the capital gain would arise. Resident Holders should consult their own tax advisors regarding their eligibility for such deductions or credits having regard to their own particular circumstances.

Capital gains realized by a Resident Holder who is an individual or a trust, other than certain specified trusts, will be taken into account in determining liability for minimum tax under the Tax Act.

#### *Additional Refundable Tax*

A Resident Holder that is throughout the year a “Canadian-controlled private corporation” or a “substantive CCPC” as those terms are defined in the Tax Act may be liable to pay an additional refundable tax on certain investment income for the year, including taxable capital gains realized, and interest and dividends received or deemed to be received (but not dividends or deemed dividends that are deductible in computing taxable income).

#### *Foreign Property Information Reporting*

Generally, a Resident Holder that is a “specified Canadian entity” (as defined in the Tax Act) for a taxation year or a fiscal period and whose total “cost amount” of “specified foreign property” (as such terms are defined in the Tax Act), including the Tombador Shares, at any time in the year or fiscal period exceeds C\$100,000 will be required to file an information return with the CRA for the taxation year or fiscal period disclosing prescribed information. Subject to certain exceptions, a Resident Holder, other than a corporation or trust exempt from tax under Part I of the Tax Act, will be a “specified Canadian entity,” as will certain partnerships.

Penalties may apply where a Resident Holder fails to file the required information return in respect of such Resident Holder’s “specified foreign property” (as defined in the Tax Act) on a timely basis in accordance with the Tax Act. The reporting requirements with respect to “specified foreign property” were expanded so that more detailed information is required to be provided to the CRA. Resident Holders should consult their own tax advisors regarding the reporting rules contained in the Tax Act and compliance with these reporting requirements.

#### *Eligibility for Investment by Registered Plans*

The Tombador Shares, provided they are listed on a designated stock exchange as defined in the Tax Act (which currently includes the ASX) at the Effective Time (and at all relevant times), will be qualified investments under the Tax Act for a trust governed by a registered retirement savings plan (“RRSP”), a registered retirement income fund (“RRIF”), a registered disability savings plan (“RDSP”), a registered education savings plan (“RESP”), a tax free savings account (“TFSA”) or a deferred profit sharing plan, as those terms are defined in the Tax Act.

Notwithstanding that Tombador Shares may be qualified investments for a TFSA, RRSP, RRIF, RDSP or RESP (a “**Registered Plan**”), the holder, the subscriber or annuitant of the Registered Plan, as the case may be, will be subject to a penalty tax in respect of Tombador Shares held in a Registered Plan if such Tombador Shares are a “prohibited investment” for the purposes of the Tax Act. Tombador Shares will generally not be a “prohibited investment” for a Registered Plan unless the holder, subscriber or annuitant of the Plan, as the case may be, (i) does not deal at arm’s length with Tombador for purposes of the Tax Act, or (ii) has a “significant interest” (as defined in the Tax Act) in Tombador. In addition, Tombador Shares will not be a prohibited investment for a Registered Plan if such shares are “excluded property” (as defined in the Tax Act) for such Registered Plan.

**Resident Holders who intend to hold Tombador Shares in their Registered Plans should consult their own tax advisors in regard to the application of these rules in their particular circumstances.**

#### **Holders Not Resident in Canada**

This part of the summary is generally applicable only to a Holder who, at all relevant times, for purposes of the Tax Act is neither resident nor deemed to be resident in Canada, and does not use or hold, and is not deemed to use or hold, GoviEx Shares or Tombador Shares in connection with carrying on a business in Canada (a “**Non-Resident Holder**”). This part of the summary is not applicable to Non-Resident Holders that are insurers carrying on an insurance business in Canada and elsewhere or an “authorized foreign bank” (as defined in the Tax Act).

#### *Exchange of GoviEx Shares for Tombador Shares Pursuant to the Arrangement*

Pursuant to the Arrangement, a Non-Resident Holder, other than Dissenting Non-Resident Holders (as defined below), will exchange their GoviEx Shares for Tombador Shares. Such exchange will not be subject to tax under the Tax Act

on any capital gain realized on a disposition of GoviEx Shares unless the GoviEx Shares constitute “taxable Canadian property” and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

Generally, a GoviEx Share, will not constitute taxable Canadian property of a Non-Resident Holder at the time of disposition provided that such share is listed on a designated stock exchange (which includes the TSXV) at that time, unless at any time during the 60-month period immediately preceding the disposition: (i) one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder does not deal at arm’s length, and (c) partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series of the capital stock of GoviEx, and (ii) more than 50% of the fair market value of such share was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, “Canadian resource property” (as defined in the Tax Act), “timber resource property” (as defined in the Tax Act), and options in respect of, or interests in, or civil law rights in, any such properties (whether or not such property exists). In certain circumstances set out in the Tax Act, GoviEx Shares may be deemed to be “taxable Canadian property”.

In the event the GoviEx Shares are, or are deemed to be, “taxable Canadian property” to the Non-Resident Holder but not “treaty-protected property” to the Non-Resident Holder at the time of disposition, the consequences to such Non-Resident Holder will generally be the same as described above under the heading “*Holders Resident in Canada – Exchange of GoviEx Shares for Tombador Shares*”.

**Non-Resident Holders whose GoviEx Shares may constitute taxable Canadian property should consult their own tax advisors for advice having regard to their particular circumstances.**

#### *Dissenting Non-Resident Holders*

A Non-Resident Holder who validly exercises Dissent Rights in respect of the Arrangement (a “**Dissenting Non-Resident Holder**”) will be deemed to have transferred such Dissenting Non-Resident Holder’s GoviEx Shares to GoviEx and will be entitled to receive a payment from GoviEx of an amount equal to the fair value of such Dissenting Non-Resident Holder’s GoviEx Shares. A Dissenting Non-Resident Holder will be deemed to receive a taxable dividend equal to the amount, if any, by which such payment (other than any portion of the payment that is interest, if any, awarded by the Court) exceeds the “paid-up capital” (computed for the purpose of the Tax Act) of the Dissenting Non-Resident Holder’s GoviEx Shares immediately before their transfer to GoviEx pursuant to the Arrangement. Any such dividend will be subject to Canadian non-resident withholding tax under the Tax Act at a rate of 25% of the gross amount of the dividend, unless the rate is reduced by an applicable income tax treaty or convention.

A Dissenting Non-Resident Holder of GoviEx Shares will also be considered to have disposed of such GoviEx Shares for proceeds of disposition equal to the amount paid to such Dissenting Non-Resident Holder less an amount in respect of interest, if any, awarded by the Court and the amount of any deemed dividend.

A Dissenting Non-Resident Holder will generally not be subject to income tax under the Tax Act in respect of any capital gain realized on a disposition of GoviEx Shares pursuant to the exercise of their Dissent Rights unless such GoviEx Shares constitute, or are deemed to constitute, “taxable Canadian property” of the Dissenting Non-Resident Holder and the Dissenting Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention. See the discussion above under the heading “*Holders Not Resident in Canada – Exchange of GoviEx Shares for Tombador Shares*”.

Any interest paid or credited to a Dissenting Non-Resident Holder will generally not be subject to Canadian withholding tax under the Tax Act.

**Dissenting Non-Resident Holders who are contemplating exercising their Dissent Rights should consult their own tax advisors with respect to the Canadian federal income tax consequences of exercising their Dissent Rights.**

#### *Taxation of Dividends*

Dividends received on the Tombador Shares by Non-Resident Holders will not be subject to Canadian taxation.

### *Disposition of Tombador Shares*

A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain realized on a disposition or deemed disposition of a Tombador Share acquired pursuant to the Arrangement provided the Tombador Share is not “taxable Canadian property” as defined in the Tax Act.

### **Other Income Tax Considerations**

This Circular does not contain any discussion as to the application of the United States or Australian income tax Laws, or the income tax Laws of any other jurisdiction, to the exchange of GoviEx Shares for Tombador Shares, or the exchange of GoviEx Options and GoviEx for Replacement Options as contemplated by the Arrangement. Accordingly, holders of GoviEx Shares, GoviEx Options and GoviEx Warrants resident outside of Canada should consult their own tax advisers for advice with respect to the tax implications of the Arrangement, including any associated filing requirements, in their jurisdiction to an exchange of their securities.

### **INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS**

Except as disclosed herein, no informed person of the Company (e.g. directors and executive officers of the Company and persons beneficially owning or controlling or directing voting securities of the Company or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company), or any associate or affiliate of any informed person, has had any material interest in any transaction, or proposed transaction, which has materially affected or would materially affect the Company or any of its Subsidiaries since the commencement of the most recently completed financial year of the Company.

### **AUDITORS**

The Company's independent auditors are PricewaterhouseCoopers LLP, Chartered Professional Accountants, who have prepared an independent auditor's report dated April 30, 2025, in respect of the Company's consolidated financial statements as at December 31, 2024 and December 31, 2023 and for the years then ended. PricewaterhouseCoopers LLP has advised that they are independent with respect to the Company within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada, including the CPABC Code of Professional Conduct, and any applicable legislation or regulations.

### **ADDITIONAL INFORMATION**

Additional information relating to the Company is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca) and on the Company's website at [www.goviex.com](http://www.goviex.com). Financial information is provided in the Company's audited consolidated financial statements and MD&A for its most recently completed financial year which are filed on SEDAR+. In addition, copies of the GoviEx Annual Financial Statements and MD&A and this Circular may be obtained upon request to the Company at The World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC V6C 3E1.

### **APPROVAL OF THE GOVIX BOARD OF DIRECTORS**

The contents and the sending of the Notice of Meeting and this Circular have been approved by the GoviEx Board.

DATED this 10<sup>th</sup> day of September, 2025.

BY ORDER OF THE GOVIX BOARD OF DIRECTORS

*“Daniel J. Major”*

Daniel Major  
Chief Executive Officer and Director



## APPENDIX A ARRANGEMENT RESOLUTION

### BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The arrangement (the “**Arrangement**”) under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving Tombador Iron Limited (“**Tombador**”), GoviEx Uranium Inc. (the “**Company**”) and securityholders of the Company, pursuant to the amended and restated arrangement agreement between the Company and Tombador dated as of September 5, 2025, as it may be amended, modified or supplemented from time to time in accordance with its terms (the “**Arrangement Agreement**”), as more particularly described and set forth in the management information circular of the Company dated September 10, 2025 (the “**Circular**”), and all transactions contemplated thereby (as the Arrangement and such transactions may be, or may have been, modified or amended in accordance with its terms), are hereby authorized, approved and adopted.
2. The plan of arrangement of the Company, as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement and its terms (the “**Plan of Arrangement**”), the full text of which is set out in Appendix B to the Circular, is hereby authorized, approved and adopted.
3. The (i) Arrangement Agreement and all the transactions contemplated therein, including the Company's application for an interim order from the Supreme Court of British Columbia (the “**Court**”), are hereby confirmed, ratified, authorized and approved (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement, and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified, authorized and approved.
4. The Company be and is hereby authorized to apply for a final order from the Court to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be, or may have been, amended, modified or supplemented).
5. Notwithstanding that this resolution has been passed (and the Arrangement approved) by the holders of securities of the Company (the “**Company Securityholders**”) entitled to vote thereon or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered to, without further notice to or approval of the Company Securityholders: (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; or (ii) subject to the terms of the Arrangement Agreement, not proceed with the Arrangement or any related transactions.
6. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed, whether under the corporate seal of the Company or otherwise, and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full effect to the foregoing resolutions, the completion of the Plan of Arrangement and the matters authorized thereby in accordance with its terms and the terms of the Arrangement Agreement, including:
  - a. all actions required to be taken by or on behalf of the Company, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
  - b. the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by the Company,

such determination to be conclusively evidenced by the execution and delivery of any such other document or instrument or the doing of any such other act or thing.

**APPENDIX B**  
**PLAN OF ARRANGEMENT**

See attached.

## PLAN OF ARRANGEMENT

### PLAN OF ARRANGEMENT UNDER THE PROVISIONS OF DIVISION 5 OF PART 9 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

#### ARTICLE 1 – DEFINITIONS AND INTERPRETATION

##### 1.01 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not otherwise defined shall have the respective meanings specified in the Arrangement Agreement, and the following terms shall have the following meanings and grammatical variations of such terms shall have corresponding meanings:

**“Affected Securities”** means, collectively, the Shares, the GoviEx Options, and the GoviEx Warrants.

**“Affected Securityholders”** means, collectively, the Shareholders and the holders of any GoviEx Option or GoviEx Warrant.

**“Arrangement”** means the arrangement of GoviEx under Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of GoviEx and Tombador, each acting reasonably.

**“Arrangement Agreement”** means the arrangement agreement dated as of August 18, 2025 between GoviEx and Tombador, including all schedules attached thereto, as the same may be amended, supplemented or otherwise modified from time to time prior to the Effective Date in accordance with its terms.

**“Arrangement Consideration”** means the consideration to be received by the Shareholders pursuant to this Plan of Arrangement as consideration for their Shares, consisting of 0.2534 Tombador Shares for each Share.

**“Arrangement Resolution”** means the special resolution of the Securityholders approving the Arrangement and this Plan of Arrangement to be considered at the GoviEx Meeting, substantially in the form and content of Schedule B to the Arrangement Agreement.

**“ASX”** means the Australian Securities Exchange.

**“Australian Registrar”** means Automic Group, a trading name of Automic Pty Ltd.

**“BCBCA”** means the *Business Corporations Act* (British Columbia).

**“Business Day”** means any day except a Saturday, a Sunday, or any other day on which major commercial banks in Vancouver, British Columbia, or Perth, Western Australia, are authorized or required by applicable Laws to be closed.

**“CHESS”** means clearing house electronic sub-register system of share transfers operated by ASX Settlement Pty Ltd.

**“Circular”** means the notice of the GoviEx Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Securityholders in connection with the GoviEx Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

**“Court”** means the Supreme Court of British Columbia.

**“Depository”** means Computershare Investor Services Inc. or such other Person as GoviEx and Tombador may mutually agree to engage and appoint to act as depository in relation to the Arrangement.

**“Dissent Rights”** has the meaning set forth in Section 3.01.

**“Dissenting Shareholder”** means a registered holder of Shares as of the record date for the GoviEx Meeting who has duly and validly exercised the Dissent Rights in respect of the Arrangement Resolution in strict compliance with the dissent procedures set out under Division 2 of Part 8 of the BCBCA, as modified by this Plan of Arrangement, the Interim Order and the Final Order (as applicable), and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.

**“DRS Advice”** has the meaning set forth in Section 2.06.

**“Effective Date”** means the date on which the Arrangement becomes effective.

**“Effective Time”** means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time as GoviEx and Tombador agree to in writing before the Effective Date.

**“Encumbrance”** means any lien, pledge, hypothecation, charge, trust (statutory or otherwise), deemed trust (statutory or otherwise), mortgage, security interest, encumbrance, encroachment, claim, infringement, interference, option, right of first refusal, right of first offer, lease, covenant, condition, restriction, pre-emptive right, community property interest, or other similar restriction (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset, and any restriction on the possession, exercise, or transfer of any other attribute of ownership of any asset) and any conditional sales agreement, title retention agreement or lease in the nature thereof.

**“Entity”** means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, corporation, company (including any company limited by shares, limited liability company, or joint stock company), firm, society, or other enterprise, association, organization, or other entity.

**“Exchange Rate”** means, in respect of the conversion of one currency into another currency on a particular day, the spot rate of exchange displayed for that day on the Reserve Bank of Australia website.

**“Exchange Ratio”** means 0.2534.

**“Final Order”** means the final order of the Court made pursuant to Section 291 of the BCBCA in a form and content acceptable to GoviEx and Tombador, each acting reasonably, approving the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the

Court (with the consent of both GoviEx and Tombador, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended, supplemented or varied (provided that any such amendment is acceptable to both GoviEx and Tombador, each acting reasonably) on appeal.

**“Governmental Authority”** means any (i) nation, state, supra-national body, commonwealth, province, territory, county, region, municipality, district, or other jurisdiction of any nature, (ii) international, multinational, federal, state, provincial, local, municipal, foreign, or other government, (iii) governmental or quasi-governmental authority of any nature, including any governmental division, department, agency, board, bureau, commission, commissioner, instrumentality, official, ministry, fund, foundation, center, organization, unit, body, or Entity, (iv) court, arbitrator, or other tribunal, (v) quasi-governmental or private body exercising any regulatory, expropriation, executive, administrative or taxing authority under or for the account of any of the foregoing, and (vi) stock exchange, including the TSXV and the ASX.

**“GoviEx”** means, prior to the Effective Time, Goviex Uranium Inc. and includes their successors and permitted assigns.

**“GoviEx Meeting”** means the special meeting of the Securityholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider and, if thought fit, approve the Arrangement Resolution, and for any other purpose as may be set out in the Circular and agreed to in writing by Tombador.

**“GoviEx Option”** means an outstanding option to purchase Shares granted by GoviEx pursuant to the GoviEx Stock Option Plan.

**“GoviEx Option In-The-Money-Amount”** in respect of a GoviEx Option means the amount, if any, by which the total fair market value of the Shares that a holder is entitled to acquire on exercise of the GoviEx Option immediately before the Effective Time exceeds the aggregate price to exercise the GoviEx Option and acquire such underlying Shares at that time.

**“GoviEx Stock Option Plan”** means the share purchase option plan of GoviEx amended and restated November 2, 2009, November 10, 2011, March 22, 2012, August 23, 2012, March 25, 2014, June 29, 2016, April 20, 2018, May 17, 2022, and July 31, 2024, as most recently approved by the GoviEx Shareholders on June 27, 2025.

**“GoviEx 2022 Financing”** means the bought deal offering of units, with each unit comprised of a GoviEx Share and one-half of one GoviEx 2022 Financing Warrant, completed by GoviEx on October 27, 2022.

**“GoviEx 2022 Financing Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.24 per share issued on October 25, 2022 and October 27, 2022 pursuant to the GoviEx 2022 Financing and governed by the warrant indenture dated October 25, 2022 between GoviEx and the Warrant Agent.

**“GoviEx 2023 Compensation Warrants”** means the GoviEx Share purchase warrants with an exercise price of \$0.16 per unit issued on December 22, 2023 as partial compensation to the underwriter of the GoviEx 2023 Financing, with each such unit comprised of a GoviEx Share and one GoviEx Share purchase warrant with an exercise price of US\$0.16.

**“GoviEx 2023 Financing”** means the bought deal prospectus offering of units, with each unit

comprised of a GoviEx Share and a GoviEx 2023 Financing Warrant, completed by GoviEx on December 22, 2023.

**“GoviEx 2023 Financing Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.16 per share issued on December 22, 2023 pursuant to the GoviEx 2023 Financing and governed by the warrant indenture dated December 22, 2023 between GoviEx and the Warrant Agent.

**“GoviEx 2023 Warrants”** means, collectively, the GoviEx 2023 Compensation Warrants and the GoviEx 2023 Financing Warrants.

**“GoviEx 2025 Compensation Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.051 per share issued on May 5, 2025 as partial compensation to certain finders in connection with the GoviEx 2025 Financing.

**“GoviEx 2025 Financing”** means the non-brokered private placement offering of units, with each unit comprised of a GoviEx Share and a GoviEx 2025 Financing Warrant, completed by GoviEx on May 5, 2025.

**“GoviEx 2025 Financing Warrants”** means the GoviEx Share purchase warrants with an exercise price of US\$0.051 per share issued on May 5, 2025 pursuant to the GoviEx 2025 Financing.

**“GoviEx 2025 Warrants”** means, collectively, the GoviEx 2025 Compensation Warrants and the GoviEx 2025 Financing Warrants.

**“GoviEx Warrant”** means an outstanding share purchase warrant to purchase GoviEx Shares, as more fully provided for in the Arrangement Agreement, and **“GoviEx Warrants”** means the outstanding GoviEx 2022 Financing Warrants, outstanding GoviEx 2023 Warrants and outstanding GoviEx 2025 Warrants.

**“GoviEx Warrant In-The-Money-Amount”** in respect of a GoviEx Warrant means the amount, if any, by which the total fair market value of the Shares that a holder is entitled to acquire on exercise of the GoviEx Warrant immediately before the Effective Time exceeds the aggregate price to exercise the GoviEx Warrant and acquire such underlying Shares at that time.

**“IFRS”** means International Financial Reporting Standards as incorporated in the Handbook of the Canadian Institute of Chartered Accountants.

**“Interim Order”** means the interim order of the Court made pursuant to Section 291 of the BCBCA, in a form and content acceptable to GoviEx and Tombador, each acting reasonably, providing for, among other things, the calling and holding of the GoviEx Meeting, as such order may be affirmed, amended, modified, supplemented or varied by the Court with the consent of GoviEx and Tombador, each acting reasonably.

**“Law”** or **“Laws”** means any and all federal, state, provincial, local, municipal, foreign, multinational, or other law (statutory, common or otherwise), statute, constitution, treaty, convention, principle of law and equity, order, injunction, notice, judgment, direction, bylaw, resolution, ordinance, code, edict, award, decree, rule, regulation, ruling, or other legal requirement, whether domestic or foreign, issued, enacted, adopted, promulgated, implemented, or otherwise put into effect by or under the authority of any Governmental Authority or under the authority of the TSXV.

**“Letter of Transmittal”** means the letter of transmittal to be delivered by GoviEx to the Shareholders for use in connection with the Arrangement.

**“Parties”** means Tombador and GoviEx, and **“Party”** means any one of them.

**“Person”** means any individual, Entity, or Governmental Authority.

**“Plan of Arrangement”** means this plan of arrangement of GoviEx proposed under Division 5 of Part 9 of the BCBCA, subject to any amendments, modifications, variations or supplements from time to time made in accordance with the Arrangement Agreement or this Plan of Arrangement, with the prior written consent of GoviEx and Tombador, each acting reasonably.

**“Replacement Option In-The-Money Amount”** means in respect of a Replacement Option the amount, if any, by which the total fair market value of the Tombador Shares that a holder is entitled to acquire on exercise of the Replacement Option at and from the Effective Time exceeds the aggregate exercise price to acquire such Tombador Shares at such time;

**“Shareholders”** means all Persons holding Shares, whether registered or beneficial (unless otherwise specified) at the applicable time, and **“Shareholder”** means any one of them, as the context requires.

**“Shares”** means the common shares in the capital of GoviEx as constituted from time to time.

**“Tax”** or **“Taxes”** means (a) any and all taxes, dues, duties, rates, imposts, fees, levies, other assessments, tariffs, charges or obligations of the same or similar nature, however denominated, imposed, assessed or collected by any Governmental Authority, including all income taxes, including any tax on or based on net income, gross income, income as specifically defined, earnings, gross receipts, capital gains, profits, business royalty or selected items of income, earnings or profits, and specifically including any federal, provincial, state, territorial, county, municipal, local or foreign taxes, state profit share taxes, windfall or excess profit taxes, capital taxes, royalty taxes, production taxes, payroll taxes, health taxes, employment taxes, withholding taxes, sales taxes, use taxes, goods and services taxes, custom duties, value added taxes, ad valorem taxes, excise taxes, alternative or add-on minimum taxes, franchise taxes, gross receipts taxes, licence taxes, occupation taxes, real and personal property taxes, stamp taxes, anti-dumping taxes, countervailing taxes, occupation taxes, environment taxes, transfer taxes, and employment or unemployment insurance premiums, social insurance premiums and worker’s compensation premiums and pension (including Canada Pension Plan) payments, and other taxes, fees, imposts, assessments or charges of any kind whatsoever; (b) any interest, penalties, additional taxes, fines and other charges and additions that may become payable on or in respect of amounts of the type described in clause (a) above or this clause (b); (c) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (d) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of any express or implied obligation to indemnify any other person or as a result of being a transferee or successor in interest to any party.

**“Tax Act”** means the *Income Tax Act* (Canada) and the regulations promulgated thereunder.

**“Tombador”** means Tombador Iron Limited and includes its successors and permitted assigns.

**“Tombador Shares”** means ordinary shares in the capital of Tombador.

**“TSXV”** means the TSX Venture Exchange.

“**U.S. Securities Act**” means the United States Securities Act of 1933, and the rules and regulations promulgated thereunder, each as amended.

“**Warrant Agent**” means Computershare Trust Company of Canada.

1.02                    **Certain Rules of Interpretation**

In this Plan of Arrangement, unless otherwise specified:

- (a) Whenever the context requires, the singular number shall include the plural, and vice versa, and one gender shall include all other genders.
- (b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Plan of Arrangement.
- (c) As used in this Plan of Arrangement, the words “include”, “including” and variations thereof shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation”, and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”.
- (d) Except as otherwise indicated, all references in this Plan of Arrangement to “Articles”, “Sections,” “Exhibits,” “Annexes,” and “Schedules” are intended to refer to articles and sections of this Plan of Arrangement and Exhibits, Annexes, and Schedules to this Plan of Arrangement, as applicable.
- (e) The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- (f) The terms “this Plan of Arrangement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.
- (g) Any reference to (i) any Contract (including the Arrangement Agreement) are to the Contract as amended, modified, supplemented, restated, or replaced from time to time (in the case of any Contract, to the extent permitted by the terms thereof and, if applicable, the terms of the Arrangement Agreement); (ii) any Governmental Authority includes any successor to that Governmental Authority; and (iii) any applicable Law refers to such applicable Law as amended, modified, supplemented, or replaced from time to time (and, in the case of laws and statutes, include any rule, regulation or instrument promulgated under such law or statute) and references to any section of any applicable Law includes any successor to such section.
- (h) Any reference in this Plan of Arrangement to a date or time shall be deemed to be such date or time in the City of Vancouver, British Columbia, Canada, unless otherwise specified.
- (i) Unless otherwise specified, all accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of a Party required to be made shall be made in a manner consistent with IFRS.



- (j) If the date of which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next succeeding Business Day if the last day of the period is not a Business Day.
- (k) This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

## **ARTICLE 2 – THE ARRANGEMENT**

### **2.01      Arrangement Agreement**

This Plan of Arrangement is made pursuant to, and is subject to, the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein, and constitutes an arrangement under Division 5 of Part 9 of the BCBCA. If there is any conflict or inconsistency between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

### **2.02      Binding Effect**

This Plan of Arrangement and Arrangement will become effective and be binding at and after the Effective Time on Tombador, GoviEx, the Affected Securityholders (including Dissenting Shareholders), the registrar and transfer agent in respect of the GoviEx Shares and the Warrant Agent in respect of the GoviEx 2022 Financing Warrants and GoviEx 2023 Financing Warrants, in each case without any further act or formality required on the part of any Person, the part of the Court or the Australian Registrar, except as expressly provided herein.

### **2.03      Arrangement**

Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at one-minute intervals starting at the Effective Time:

- (a) each Share held by a Dissenting Shareholder shall be, and shall be deemed to be, transferred and assigned by the holder thereof, without any further act or formality on its part, free and clear of all Encumbrances, to GoviEx in accordance with, and for the consideration set forth in, Article 3 and:
  - i. the Dissenting Shareholder shall cease to be the holder thereof;
  - ii. the name of the Dissenting Shareholder shall be removed from the central securities register maintained by or on behalf of GoviEx in respect of the Shares as holder of such Shares, such Shares shall be cancelled and cease to be outstanding, and GoviEx shall thereupon be obliged to pay the amount therefor determined and payable in accordance with Section 3.01;
  - iii. the Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to effect the transfer thereof; and

- iv. such Dissenting Shareholder will cease to have any rights as a Shareholder other than the right to be paid the fair value for their Shares by GoviEx;
- (b) each Share (other than any Shares held by any Dissenting Shareholder or a Share held by Tombador or any subsidiary of Tombador) shall be, and shall be deemed to be, transferred and assigned by the holder thereof to Tombador, without any further act or formality on its part, (free and clear of any Encumbrance,) in exchange for the Arrangement Consideration payable by Tombador for each Share held (which Arrangement Consideration shall be issued in accordance with Article 4), subject to Sections 2.05, 2.06 and Article 4, and
- i. the Shareholder shall cease to be the holder thereof,
  - ii. the name of any such Shareholder shall be removed from the central securities register maintained by or on behalf of GoviEx in respect of the Shares,
  - iii. the Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise required to effect the transfer thereof,
  - iv. the Shareholder will cease to have any rights as a Shareholder other than the right to receive the Arrangement Consideration such Shareholders are entitled to receive in accordance with this 2.03(b); and
  - v. the name of Tombador shall be added to the central securities register maintained by or on behalf of GoviEx in respect of Shares as the holder thereof;
- (c) each GoviEx Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall be transferred to Tombador in exchange for an option (each a “**Replacement Option**”) to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Option immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Option immediately prior to the Effective Time, divided by (N) the Exchange Ratio converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Option. Following the transfer of the outstanding GoviEx Options to Tombador and issuance of the Replacement Options as set out above in this Section 2.03(c), and notwithstanding any vesting or exercise provisions to which GoviEx Options might otherwise be subject (whether by contract, the terms and conditions of any award agreement, stock option plan or certificate representing such securities, or applicable Law) the transferred GoviEx Options shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option, including the vesting terms and conditions to and manner of exercising, will be the same as the GoviEx Option so exchanged, and shall be governed by terms equivalent to the terms of the GoviEx Stock Option Plan, and any document evidencing a GoviEx Option shall thereafter evidence and be deemed to evidence such Replacement Option exchanged therefor and no certificates evidencing the Replacement Options will be issued. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to any such exchange. Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Option In-The-Money Amount in respect of the GoviEx Option, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum

amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Option In-The-Money Amount in respect of the GoviEx Option; and

- (d) each GoviEx Warrant outstanding immediately prior to the Effective Time, shall, without any further action on the part of any holder thereof, in accordance with the adjustment provisions of the certificates and indentures governing the GoviEx Warrants, be transferred to Tombador in exchange for a Replacement Option to purchase from Tombador such number of Tombador Shares (rounded down to the nearest whole number) equal to: (A) the Exchange Ratio, multiplied by (B) the number of Shares subject to such GoviEx Warrant immediately prior to the Effective Time, at an exercise price per Tombador Share (rounded up to the nearest whole cent) equal to (M) the exercise price per Share otherwise purchasable pursuant to such GoviEx Warrant immediately prior to the Effective Time, divided by (N) the Exchange Ratio converted into A\$ using the Exchange Rate. The Replacement Options shall be exercisable until the original expiry date of such GoviEx Warrant. Following the transfer of the outstanding GoviEx Warrants to Tombador and issuance of the Replacement Options as set out above in this Section 2.03(d), and notwithstanding any exercise provisions to which a GoviEx Warrant might otherwise be subject (whether by contract, the terms and conditions of any indenture or certificate representing such securities, or applicable Law), the transferred GoviEx Warrants shall be cancelled. Except as set out above, all other terms and conditions of the Replacement Option will be the same as the GoviEx Warrant so exchanged). Therefore, in the event that the Replacement Option In-The-Money Amount in respect of a Replacement Option exceeds the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant, the exercise price per Tombador Share of such Replacement Option will be increased accordingly with effect at and from the Effective Time by the minimum amount necessary to ensure that the Replacement Option In-The-Money Amount in respect of the Replacement Option does not exceed the GoviEx Warrant In-The-Money Amount in respect of the GoviEx Warrant.

#### 2.04 **Post-Effective Time Procedures**

Following the receipt of the Final Order and prior to the Effective Date, the provisions of Article 4 shall apply.

#### 2.05 **No Fractional Shares**

In no event shall any Shareholder be entitled to a fractional Tombador Share. If the aggregate number of Tombador Shares otherwise issuable to a Shareholder pursuant to Section 2.03 hereof would result in a fraction of a Tombador Share being issuable, the number of Tombador Shares to be issued to such Shareholder shall be rounded down to the nearest whole Tombador Share. No Shareholder shall be entitled to any compensation in respect of any fractional Tombador Share.

#### 2.06 **Adjustment to Consideration**

The Arrangement Consideration issuable pursuant to Section 2.03(b) will be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any stock dividend of securities convertible into Tombador Shares), consolidation or reorganization with respect to the Tombador Shares, if the Tombador Shares shall have been changed into a different number of shares or a different class upon such action, effected in accordance with the terms of the Arrangement Agreement occurring after the date of the Arrangement Agreement and prior to the Effective Time, such that Shareholders shall receive the same economic benefit as contemplated by this Plan of Arrangement prior to such action.

## **ARTICLE 3 – DISSENT RIGHTS**

### **3.01 Rights of Dissent**

Registered Shareholders as of the record date of the GoviEx Meeting may exercise rights of dissent (“**Dissent Rights**”) with respect to such shares pursuant to and in the manner set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order, the Final Order, and this Section 3.01 in connection with the Arrangement; provided that, notwithstanding subsection 242(a) of the BCBCA, the written notice setting forth the objection of such registered Shareholder to the Arrangement Resolution referred to in subsection 242(a) of the BCBCA must be received by GoviEx not later than 5:00 p.m. on the day that is two (2) Business Days immediately preceding the date of the GoviEx Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights in accordance with this Section 3.01 shall be deemed to have transferred Shares held by them, and in respect of which Dissent Rights have been validly exercised, to GoviEx free and clear of all Encumbrances (other than the right to be paid fair value for such Shares as set out in this Section 3.01), as provided in Section 2.03, and if they:

- (a) are ultimately entitled to be paid fair value for their Shares, they shall: (i) be deemed not to have participated in the transactions contemplated by Section 2.03 (other than Section 2.03(a)); (ii) be deemed to have transferred such Shares to GoviEx as provided for in Section 2.03 without any further act or formality and free and clear of all liens, claims and encumbrances, in consideration for the payment by GoviEx of the fair value thereof, in cash, which fair value, notwithstanding anything to the contrary contained in section 245 of the BCBCA, shall be determined as of the close of business on the Business Day before the date the Arrangement Resolution was adopted; and (iii) not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holder not exercised their Dissent Rights in respect of such Shares; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Shares, they shall be deemed to have participated in the Arrangement on the same basis as a non-Dissenting Shareholder of Shares and shall be entitled to receive only the consideration for their Shares as provided for in Section 2.03(b) that such Dissenting Shareholders would have received pursuant to the Arrangement if such Dissenting Shareholders had not exercised their Dissent Rights.

### **3.02 Recognition of Dissenting Shareholders**

- (a) In no circumstances shall the Parties or any other Person be required to recognize a Person exercising Dissent Rights unless such Person (i) is the registered holder of those Shares in respect of which such Dissent Rights are sought to be exercised as of the record date of the GoviEx Meeting and as of the deadline for exercising such Dissent Rights; (ii) has not voted or instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution; and (iii) has strictly complied with the procedures for exercising Dissent Rights and has not withdrawn such dissent prior to the Effective Time.
- (b) For greater certainty, in no case shall the Parties or any other Person be required to recognize any Dissenting Shareholder as a holder of any Shares in respect of which Dissent Rights have been validly exercised after the Effective Time, and the names of such Dissenting Shareholders shall be removed from the register of Shareholders maintained by or on behalf of GoviEx as to those Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.03(a) occurs.

- (c) In addition to any other restrictions set forth in the BCBCA and the Interim Order, none of the following shall be entitled to exercise Dissent Rights: (i) holders of GoviEx Options and GoviEx Warrants; (ii) Shareholders who vote or have instructed (or are deemed, by submission of an incomplete proxy, to have instructed) a proxyholder to vote the voting rights carried by the Shares held by such Shareholders in favour of the Arrangement Resolution; and (iii) beneficial holders of Shares.
- (d) Holders of Shares who withdraw, or are deemed to withdraw, their right to exercise Dissent Rights shall be deemed to have participated in the Arrangement, commencing at the Effective Time on the same terms as non-Dissenting Shareholders and shall be entitled to receive the Arrangement Consideration contemplated by Section 2.03(b), less any withholdings pursuant to Section 4.04, that such Dissenting Shareholders would have received pursuant to the Arrangement if such Dissenting Shareholders had not exercised their Dissent Right.

#### **ARTICLE 4 – CERTIFICATES AND PAYMENTS**

##### **4.01 Payment of Arrangement Consideration**

- (a) Following the receipt of the Final Order and prior to the Effective Date, Tombador shall deliver a treasury direction to the Australian Registrar for the issuance of Tombador Shares to holders of Shares (other than any Shares held by any Dissenting Shareholder or a Share held by Tombador or any subsidiary of Tombador).
- (b) Upon surrender to the Depositary for cancellation of a certificate or DRS Advice that immediately before the Effective Time represented one or more Shares, together with a duly completed and executed Letter of Transmittal and such other documents and instruments as would have been required to effect the transfer of the shares formerly represented by such certificate or DRS Advice under the BCBCA and the constating documents of GoviEx and such additional documents and instruments as the Depositary and the Australian Registrar may reasonably require, the holder of such surrendered certificated or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary and the Australian Registrar shall arrange for the delivery to such former Shareholder of a certificate or holding statement representing that number of Tombador Shares which such Shareholder has the right to receive pursuant to the Arrangement and the certificate or DRS advice, as may be the case, so surrendered shall forthwith be cancelled.
- (c) In the event of a transfer of ownership of Shares which is not registered in the transfer records of GoviEx, a certificate representing such Shares may be issued to the transferee if the certificate representing such Shares is presented to the Depositary accompanied by all documents required to evidence and effect such transfer. Until surrendered as contemplated by Section 4.01(b), each certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred and exchanged for Tombador Shares shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender the certificate representing Tombador Shares as contemplated by Section 4.01(b).
- (d) Any certificate formerly representing Shares that is not deposited with all other documents as required by this Plan of Arrangement on or before the last Business Day prior to the sixth anniversary of the Effective Date, or such shorter period required under any applicable law, shall cease to represent a right or claim of any kind or nature against

GoviEx or Tombador including the right of the former Shareholders to receive Tombador Shares (and any dividends and other distributions thereon), and the right of the former GoviEx Shareholder to receive Tombador Shares or any other consideration or other property, shall be deemed to have been transferred to Tombador for the benefit of Tombador for no consideration.

#### 4.02 **Lost Certificates**

In the event that any certificate that immediately prior to the Effective Time represented one (1) or more outstanding Shares that were transferred pursuant to Section 2.03 has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the registered holder thereof on the register of Shareholders maintained by or on behalf of GoviEx, the Depositary (with the assistance of the Australian Registrar) will deliver in exchange for such lost, stolen or destroyed certificate, the Arrangement Consideration that such holder is entitled to receive for such Shares under this Plan of Arrangement in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such Arrangement Consideration is to be delivered shall, as a condition precedent to the delivery of such Arrangement Consideration, give a bond satisfactory to Tombador, the Depositary and the Australian Registrar, if requested (each acting reasonably), in such sum as Tombador may direct (acting reasonably), or otherwise indemnify Tombador, GoviEx, the Depositary and the Australian Registrar in a manner satisfactory to Tombador and GoviEx each acting reasonably, against any claim that may be made against Tombador, GoviEx, the Depositary or the Australian Registrar with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the constating documents of GoviEx.

#### 4.03 **Distributions with Respect to Unsurrendered Certificates**

No dividend or other distribution declared or made after the Effective Time with respect to Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Shares unless and until the holder of such certificate shall have complied with the provisions of Section 4.01 or Section 4.02. Subject to applicable law and to Section 4.04, at the time of such compliance, there shall, in addition to the delivery of a share certificate representing Tombador Shares, or the issue of Tombador Shares in uncertificated form through CHESS to which such holder is thereby entitled, be delivered to such certificated holder, or credited to the appropriate CHESS account for uncertificated holders, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Tombador Shares.

#### 4.04 **Withholding Rights**

Tombador, GoviEx, the Depositary and the Australian Registrar, as applicable, shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any person hereunder and from all dividends (including any deemed dividends for tax purposes) or other distributions otherwise payable to any Affected Securityholders such amounts as Tombador, GoviEx, the Depositary or the Australian Registrar may be required or permitted to deduct and withhold therefrom under any provision of applicable Laws in respect of Taxes. To the extent that such amounts are so deducted and withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid, provided that such withheld amounts are actually remitted to the appropriate tax authority. Tombador, GoviEx, the Depositary or the Australian Registrar, as applicable, may sell or otherwise dispose of any portion of the Arrangement Consideration or other amounts otherwise payable to a person hereunder as is necessary to provide sufficient funds to enable the payor to comply with its deduction and/or withholding requirements.



4.05      **No Encumbrances**

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Encumbrances or other claims of third parties of any kind.

4.06      **Limitation and Proscription**

To the extent that a Shareholder shall not have complied with the provisions of Section 4.01 or Section 4.02 on or before the date that is six years after the Effective Date (the “**final proscription date**”), then the Tombador Shares that such Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the interest of the former Shareholder in such Tombador Shares shall be terminated as of such final proscription date.

**ARTICLE 5 – AMENDMENTS**

5.01      **Amendments to Plan of Arrangement**

- (a) GoviEx and Tombador may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by GoviEx and Tombador, each acting reasonably, (iii) filed with the Court and, if made following the GoviEx Meeting, approved by the Court, and (iv) communicated to the Securityholders if and as required by the Court.
- (b) Any amendment, modification and/or supplement to this Plan of Arrangement, if approved by GoviEx and Tombador, each acting reasonably, may be proposed by GoviEx or Tombador at any time prior to the GoviEx Meeting, with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the GoviEx Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification and/or supplement to this Plan of Arrangement that is approved or directed by the Court following the GoviEx Meeting shall be effective only if (i) it is consented to in writing by each of GoviEx and Tombador (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by the Shareholders voting in the manner directed by the Court.
- (d) Any amendment, modification and/or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Tombador provided that it concerns a matter that, in the reasonable opinion of Tombador, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Shares or GoviEx Options or GoviEx Warrants.
- (e) Notwithstanding anything to the contrary contained herein, any amendment, modification and/or supplement to this Plan of Arrangement may be made by the written consent of each of GoviEx and Tombador at any time and from time to time without the approval of or communication to the Court or the Securityholders, provided that each such amendment, modification and/or supplement concerns a matter that, in the reasonable opinion of GoviEx and Tombador, each acting reasonably, is of an administrative nature or required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Shareholder.

5.02 **Termination**

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement. Upon the termination of this Plan of Arrangement pursuant to the Arrangement Agreement, no Party shall have any liability or further obligation to any other Party or Person hereunder other than as set out in the Arrangement Agreement.

**ARTICLE 6 – FURTHER ASSURANCES**

6.01 **Further Assurances**

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

6.02 **Paramountcy**

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Affected Securities issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Affected Securityholders (registered or beneficial), GoviEx, Tombador, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Affected Securities shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

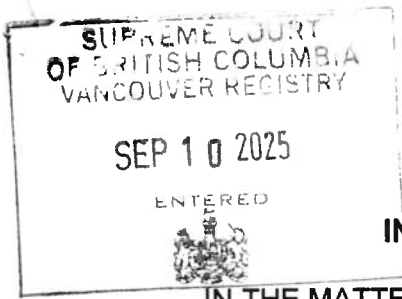
**ARTICLE 7 - U.S. SECURITIES LAW MATTERS**

Notwithstanding any provision herein to the contrary, this Plan of Arrangement will be carried out with the intention that all Arrangement Consideration to be issued to Shareholders in exchange for their GoviEx Shares and all Replacement Options to be granted to the holders of GoviEx Options and GoviEx Warrants in exchange therefor, each pursuant to this Plan of Arrangement, as applicable, will be issued, granted or deemed to be amended and exchanged in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof and applicable state securities laws, and pursuant to the terms, conditions and procedures set forth in the Arrangement Agreement. Notwithstanding the foregoing, it is understood that exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof shall not be available for the Tombador Shares issuable upon exercise of the Replacement Options.



**APPENDIX C  
INTERIM ORDER**

See attached.



S-256682  
No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

**IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*,  
S.B.C. 2002, CHAPTER 57, AS AMENDED AND**

**IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GOVEX URANIUM INC.  
AND TOMBADOR IRON LIMITED**

**GOVEX URANIUM INC.**

**PETITIONER**

**ORDER MADE AFTER APPLICATION**  
(Interim Order)

**BEFORE**

**ASSOCIATE JUDGE *MUIR***

**10/SEP/2025**

ON THE APPLICATION of the Petitioner, GoviEx Uranium Inc. ("**GoviEx**") without notice, for an Interim Order pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended (the "**BCBCA**") in connection with a proposed arrangement (the "**Arrangement**") under Section 288 of the BCBCA with Tombador Iron Limited ("**Tombador**") to be effected on the terms and subject to the conditions set out in a plan of arrangement (the "**Plan of Arrangement**"), coming on for hearing at 800 Smithe Street, Vancouver, BC on September 10, 2025; and ON HEARING Ingvar Suvorin and Dimitry Shul (a/s), counsel for the Petitioner, and upon reading the Petition to the Court herein and the Affidavit of Daniel Major affirmed on September 05, 2025 and filed herein (the "**Major Affidavit**"); and UPON BEING ADVISED that it is the intention of the parties to rely upon Section 3(a)(10) of the *United States Securities Act of 1933*, as amended (the "**U.S. Securities Act**"), as a basis for an exemption from the registration requirements thereof with respect to the issuance and exchange of securities under the proposed Plan of Arrangement (as defined herein);

## THIS COURT ORDERS THAT:

### DEFINITIONS

1. As used in this Interim Order, unless otherwise defined, terms beginning with capital letters have the respective meanings set out in the draft management information circular (the "**Circular**") attached as **Exhibit "B"** to the Major Affidavit.

### SPECIAL MEETING

2. Pursuant to Sections 186 and 288-291 of the BCBCA, GoviEx is authorized and directed to call, hold and conduct a special meeting (the "**Meeting**") of the holders of GoviEx Shares ("**GoviEx Shareholders**"), GoviEx Options ("**Goviex Optionholders**") and GoviEx Warrants ("**GoviEx Warrantholders**") (such holders collectively the "**Goviex Securityholders**") to be held on October 24, 2025 at 11:00 a.m., at World Trade Centre, Suite 606 – 999 Canada Place, Vancouver, BC, or such other date as GoviEx and Tombador may agree, to, among other things:
  - (a) consider and, if thought advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**") of the GoviEx Securityholders approving the Arrangement under Division 5 of Part 9 of the BCBCA, the full text of which is set forth in Appendix "A" to the Circular; and,
  - (b) transact such further or other business, including amendments to the foregoing, as may properly be brought before the Meeting or any adjournment or postponement thereof.
3. The Meeting shall be called, held and conducted in accordance with the BCBCA, the Notice, the articles of GoviEx, and the Circular, and applicable securities laws, subject to the terms of this Interim Order, and any further order of this Court, and the rulings and directions of the chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

## **ADJOURNMENT**

4. Notwithstanding the provisions of the BCBCA and the articles of GoviEx, and subject to the terms of the Amended Arrangement Agreement, GoviEx, if it deems it advisable, is specifically authorized to adjourn or postpone the Meeting on one or more occasions, without the necessity of first convening the Meeting or first obtaining any vote of the GoviEx Shareholders respecting such adjournment or postponement and without the need for approval of the Court. Subject to the terms of the Amended Arrangement Agreement, notice of any such adjournments or postponements shall be given by news release, newspaper advertisement, or by notice sent to the GoviEx Securityholders by one of the methods specified in paragraph 9 of this Interim Order, as determined to be the most appropriate method of communication by the board of directors of GoviEx.
5. The Record Date (as defined in paragraph 7 below) shall not change in respect of any adjournments or postponements of the Meeting, unless GoviEx determines that it is advisable, and subject to the consent of Tombador acting reasonably.

## **AMENDMENTS**

6. Prior to the Meeting, GoviEx is authorized to make such amendments, revisions or supplements to the proposed Arrangement, the Plan of Arrangement, the Amended Arrangement Agreement and the Circular, without any additional notice to the GoviEx Shareholders or further orders of this Court, and the Arrangement, Plan of Arrangement, Amended Arrangement Agreement and Circular as so amended, revised and supplemented, shall be the Arrangement and Plan of Arrangement submitted to the GoviEx Securityholders for the Meeting and, as applicable, subject to the Arrangement Resolution.

## **RECORD DATE**

7. The record date for determining the GoviEx Securityholders entitled to receive notice of, attend at and vote at the Meeting shall be the close of business in Vancouver, British Columbia, on September 4, 2025, or such other date as may be agreed to by GoviEx and

Tombador (the "**Record Date**").

## **NOTICE OF MEETING**

8. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of Section 290(1)(a) of the BCBCA, and GoviEx shall not be required to send to the GoviEx Securityholders any other or additional statement pursuant to Section 290(1)(a) of the BCBCA.
9. The Circular and the Notice of Petition, in substantially the same forms as contained in **Exhibits "B" and "C"** to the Major Affidavit (collectively referred to as the "**Notice Materials**"), and in the case of the GoviEx Securityholders, the forms of proxy or voting information form, and in the case of the registered GoviEx Shareholders, the letter of transmittal, in substantially the same forms as contained in **Exhibit "D"** to the Major Affidavit (together with the Notice Materials, hereinafter referred to as the "**Meeting Materials**"), with such deletions, amendments or additions thereto as counsel for GoviEx may advise are necessary or desirable, provided that such deletions, amendments or additions are not inconsistent with the terms of this Interim Order, shall be sent to:
  - (a) the GoviEx Securityholders of record as at the close of business on the Record Date at least 30 days prior to the date of the Meeting, excluding the date of commencement of mailing, delivery or transmittal, by one or more of the following methods:
    - (i) **Notice-and-Access**

The Company is utilizing the notice-and-access mechanism (the "**Notice-and-Access Provisions**") under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* and National Instrument 51-102 – *Continuous Disclosure Obligations*, for the delivery of proxy-related materials to GoviEx Securityholders.

Under the Notice-and-Access Provisions, instead of receiving printed copies of the Circular, GoviEx Securityholders will receive the Notice of Meeting with information

on the Meeting date, location and purpose, as well as information on how they may access the Circular electronically and how they may vote.

The Company will use the procedures known as “stratification” in relation to the use of Notice-and-Access Provisions and will only provide certain GoviEx Securityholders, namely GoviEx Shareholders, with the notice package under the Notice-and-Access Provisions.

Optionholders and Warrantholders will be provided with a paper copy of the Circular, subject to instructions with respect to electronic delivery of proxy-related materials.

### **Website Where Meeting Materials are Posted**

The Notice-and-Access Provisions are a set of rules that allow reporting issuers to post electronic versions of proxy-related materials (including management information circulars) online, via SEDAR+ and one other website, rather than mailing paper copies of such materials to securityholders. An electronic copy of the Circular and other proxy-related materials may be found on the Company’s SEDAR+ profile at [www.sedarplus.ca](http://www.sedarplus.ca) and the Company’s website at <https://goviex.com/investors/governance-and-compliance/proxy-agm-materials/>.

### **Obtaining Paper Copies of Materials**

GoviEx Securityholders may obtain a paper copies of the Circular by calling toll-free within North America: 1-866-964-0492, direct, from Outside of North America: +1-514-982-7555 (which is not a toll-free number).

Requests for paper copies of the Company’s Circular, which are required **in advance of the Meeting**, will be granted if the request is received by Computershare at least 10 business days before the Meeting in order to allow sufficient time for GoviEx Securityholders to receive the paper copies and to return their proxies or voting instruction forms to intermediaries not later than 48 hours

(excluding Saturdays, Sundays and statutory holidays in the City of Vancouver, British Columbia) prior to the time set for the Meeting or any adjournments or postponements thereof.

- (b) the directors and auditors of GoviEx by prepaid ordinary mail, or by email or facsimile transmission, to such persons at least 21 days prior to the date of the Meeting, excluding the date of mailing or transmittal; and,

substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting and delivery of the Meeting Materials.

- 10. Accidental failure of or omission by GoviEx to give notice to any one or more persons entitled thereto, or the non-receipt of such notice by one or more persons entitled thereto, or any failure or omission to give such notice as a result of events beyond the reasonable control of GoviEx (including, without limitation, any inability to use postal services), shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting, and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such failure or omission is brought to the attention of GoviEx, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.
- 11. Provided that notice of the Meeting is given, the Meeting Materials are made available to GoviEx Securityholders, and in each case to other persons entitled to be provided such materials in compliance with this Interim Order, the requirement of Section 290(1)(b) of the BCBCA to include certain disclosure in any advertisement of the Meeting is waived and no other form of service of the Meeting Materials or any portion thereof need be made or notice given, or other material served in respect of these proceedings or the Meeting, except to the extent required by paragraph 9 above or as may be directed by a further order of this Court.

## **DEEMED RECEIPT OF NOTICE**

12. The Notice Materials and Meeting Materials (and any amendments, modifications, updates or supplements to the Notice Materials or Meeting Materials and any notice of adjournment or postponement of the Meeting) shall be deemed, for the purposes of this Interim Order, to have been served upon and received:
- (a) in the case of mailing pursuant to paragraphs 9(a)(i) and 9(b), the day, Saturdays, Sundays and holidays excepted, following the date of mailing;
  - (b) in the case of any means of transmitted, recorded or electronic communication pursuant to paragraphs 9(a)(i) and 9(b) above, when dispatched or delivered for dispatch; and,
  - (c) in the case of delivery to clearing agencies or intermediaries for onward distribution pursuant to paragraph 9(a)(i) above, the day following delivery to clearing agencies or intermediaries.

## **UPDATING MEETING MATERIALS**

13. Notice of any amendments, modifications, updates or supplements to any of the information provided in the Notice Materials or Meeting Materials may be communicated, at any time prior to the Meeting, to the GoviEx Securityholders by press release, news release, newspaper advertisement or by notice sent to the GoviEx Securityholders by any of the means set forth in paragraph 9(a)(i) or 9(b), as applicable, as determined to be the most appropriate method of communication by the board of directors of GoviEx.

## **QUORUM AND VOTING**

14. The quorum required at the Meeting shall be two (2) persons who are, or represent by proxy, GoviEx Shareholders, who, in the aggregate, hold at least five percent (5%) of the issued and outstanding GoviEx Shares entitled to be voted at the Meeting.



15. Each GoviEx Securityholder is entitled to one vote for each GoviEx Share, Option or Warrant.
16. The vote required to pass the Arrangement Resolution shall be the affirmative vote of at least: (i) two-thirds (66⅔%) of the votes cast at the Meeting by the GoviEx Shareholders present or represented by proxy at the Meeting; (ii) two-thirds (66⅔%) of the votes cast at the Meeting by GoviEx Securityholders present or represented by proxy at the Meeting, voting together as a single class on the basis of one vote per GoviEx Share, GoviEx Warrant or GoviEx Option held; and (iii) a simple majority of votes attached to the GoviEx Shares, GoviEx Warrants and GoviEx Options held by GoviEx Securityholders present or represented by proxy and entitled to vote at the Meeting, excluding, for these purposes, the votes attached to the GoviEx Shares, GoviEx Warrants or GoviEx Options held or controlled by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* voting together as a single class on the basis of one vote per GoviEx Share, GoviEx Warrant or GoviEx Option held.

#### **PERMITTED ATTENDEES**

17. The only persons entitled to attend the Meeting shall be (i) the registered GoviEx Securityholders as of the close of business in Vancouver, British Columbia on the Record Date, or their respective proxyholders, (ii) the Company's directors, officers, auditors and advisors, (iii) representatives of the Company, including any of their respective directors, officers and advisors, and (iv) any other person admitted on the invitation of the chair of the Meeting or with the consent of the chair of the Meeting, and the only persons entitled to be represented and to vote at the Meeting shall be the registered GoviEx Securityholders as at the close of business on the Record Date, or their respective proxyholders.

#### **SCRUTINEERS**

18. Representatives of the GoviEx registrar and transfer agent (or any agent thereof) are

authorized to act as scrutineers for the Meeting.

## **SOLICITATION OF PROXIES**

19. GoviEx is authorized to use the forms of proxy (in substantially the same forms as attached as **Exhibit "D"** to the Major Affidavit) in connection with the Meeting, subject to GoviEx's ability to insert dates and other relevant information in the form and, subject to the Amended Arrangement Agreement, with such amendments, revisions or supplemental information as GoviEx may determine are necessary or desirable. GoviEx is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communication as it may determine.
20. The procedure for the use of proxies at the Meeting shall be as set out in the Meeting Materials. The chair of the Meeting may in his or her discretion, without notice, waive or extend the time limits for the deposit of proxies by the GoviEx Securityholders if he or she deems it advisable to do so, such waiver or extension to be endorsed on the proxy by the initials of the chair of the Meeting.

## **DISSENT RIGHTS**

21. The Plan of Arrangement provides registered GoviEx Shareholders with the right to dissent in respect of the Arrangement Resolution. Registered GoviEx Shareholders who validly exercise the right to dissent will be entitled to be paid the fair value of the GoviEx Shares held by such registered GoviEx Shareholders determined as at the close of business on the Business Day immediately preceding the date on which the Arrangement Resolution is approved by the GoviEx Shareholders.
22. A Dissenting Shareholder must dissent with respect to all GoviEx Shares in which the holder owns a beneficial interest. A registered GoviEx Shareholder who wishes to dissent to the Arrangement Resolution must deliver written notice of dissent (a "**Notice of Dissent**") to the Company to the attention of the Corporate Secretary at the World Trade Centre, Suite 606 – 999 Canada Place, Vancouver BC V6C 3E1 by 4:00 p.m. (Vancouver

time) on or before October 22, 2025, or by 4:00 p.m. (Vancouver time) on the Business Day that is two Business Days immediately preceding the Meeting if it is not held on October 24, 2025, and such Notice of Dissent must strictly comply with the requirements of section 242 of the BCBCA. Any failure by a registered GoviEx Shareholder to fully comply may result in the loss of that holder's Dissent Rights with respect to the Arrangement.

23. The delivery of a Notice of Dissent does not deprive a Dissenting Shareholder of the right to vote at the Meeting on the Arrangement Resolution; however, a Dissenting Shareholder is not entitled to exercise the Dissent Rights with respect to the Arrangement with respect to any of his or her GoviEx Shares if the Dissenting Shareholder votes in favour of the Arrangement Resolution. A vote against the Arrangement Resolution, whether virtually or in person, as the case may be, or by proxy, does not constitute a Notice of Dissent.

#### **APPLICATION FOR FINAL ORDER**

24. Upon the approval, with or without variation, by the GoviEx Shareholders and the GoviEx Securityholders of the Arrangement Resolution, in the manner set forth in this Interim Order, GoviEx may apply to this Court for, inter alia, an order:
- (a) pursuant to s. 291(4)(a) of the BCBCA, approving the Arrangement; and,
  - (b) pursuant to s. 291(4)(c) of the BCBCA, declaring that the terms and conditions of the Arrangement, and the distribution of securities to be effected by the Arrangement, are procedurally and substantively fair and reasonable

(collectively, the **"Final Order"**),

and the hearing of the Final Order shall be held in person at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. (Vancouver time) on October 29, 2025, or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct.

25. The form of Notice of Petition in connection with the Final Order attached to the Major Affidavit as **Exhibit "C"** is hereby approved as the form of Notice of Proceedings for such approval. Any GoviEx Shareholder, GoviEx Optionholder and GoviEx Warrantholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order, subject to the terms of this Interim Order.
26. Any GoviEx Shareholder, GoviEx Optionholder or GoviEx Warrantholder seeking to appear at the hearing of the application for the Final Order must file and deliver a Response to Petition ("**Response**") in the form prescribed by the Supreme Court Civil Rules, and a copy of all affidavits or other materials upon which they intend to rely, to the Petitioner's solicitors at:

BOJM FUNT & GIBBONS LLP  
Barristers and Solicitors 505- 1168 Hamilton St.  
Vancouver, British Columbia, Canada V6B 2S2

**Attention: Carey Veinotte**

Fax number for delivery: N/A  
Telephone: (604) 448-2308

by or before 4:00 p.m. (Vancouver time) on the date that is two Business Days prior to the date of the hearing of the application for the Final Order.

27. Sending the Notice of Petition in connection with the Final Order and this Interim Order in accordance with paragraphs 9 and 10 of this Interim Order shall constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on persons in respect of these proceedings, except as provided in paragraphs 29 and 30 below. In particular, service of the Petition, the Major Affidavit, and additional affidavits as may be filed, is dispensed with.
28. The only persons entitled to notice of any further proceedings herein, including any hearing to sanction and approve the Arrangement, and to appear and be heard thereon, shall be the solicitors for Tombador and any persons who have delivered a Response in accordance with this Interim Order.

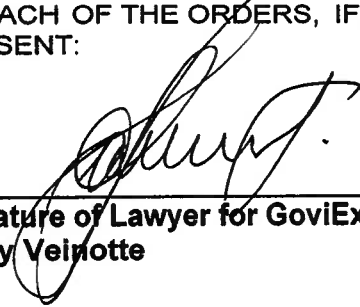
29. In the event the hearing for the Final Order is adjourned, only the solicitors for GoviEx and Tombador and those persons who have filed and delivered a Response in accordance with this Interim Order need be provided with notice of the adjourned hearing date and any filed materials.

#### **VARIANCE**

30. The Petitioner shall, subject to the terms of the Amended Arrangement Agreement, be entitled, at any time, to apply to vary this Interim Order or for such further order or orders as may be appropriate.
31. To the extent of any inconsistency or discrepancy between this Interim Order and the Circular, the BCBCA, applicable Securities Laws or the articles of GoviEx, this Interim Order shall govern.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

P.P.

  
\_\_\_\_\_  
Signature of Lawyer for GoviEx Uranium Inc.  
Carey Veinotte

By the Court



\_\_\_\_\_  
Registrar

FORM  
CHECKED  


No.  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002,  
CHAPTER 57, AS AMENDED AND

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GOVEX URANIUM INC.  
AND TOMBADOR IRON LIMITED

GOVEX URANIUM INC.

PETITIONER

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ORDER MADE AFTER APPLICATION  
(Interim Order)

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BOJM FUNT & GIBBONS LLP  
Barristers and Solicitors  
505- 1168 Hamilton St.  
Vancouver, British Columbia,  
Canada V6B 2S2

**Attention: Carey Veinotte**

Fax number for delivery: N/A  
Telephone: (604) 448-2308

FILING AGENT: WEST COAST TITLE SEARCH

**APPENDIX D**  
**NOTICE OF PETITION**

See attached.

No. \_\_\_\_\_  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF SECTION 288 OF THE BRITISH COLUMBIA  
*BUSINESS CORPORATIONS ACT*, S.B.C.

2002, C.57, AS AMENDED AND

IN THE MATTER OF A PROPOSED  
ARRANGEMENT INVOLVING  
GOVEX URANIUM INC. AND TOMBADOR  
IRON LIMITED

GOVEX URANIUM INC.

PETITIONER

**NOTICE OF PETITION**

TO: The holders (the "**Shareholders**") of Class A common shares (the "**GoviEx Shares**") in the authorized capital of GoviEx Uranium Inc. ("**GoviEx**"), the holders (the "**GoviEx Optionholders**") of options to acquire GoviEx Shares, and the holders of warrants to acquire GoviEx Shares (the "**GoviEx Warrantholders**") (such holders collectively, the "**GoviEx Securityholders**")

AND TO: Tombador Iron Limited ("**Tombador**")

NOTICE IS HEREBY GIVEN that a Petition to the Court has been filed by GoviEx in the Supreme Court of British Columbia for approval, pursuant to section 291 of the *Business Corporations Act*, S.B.C. 2002 c. 57 and amendments thereto, of an arrangement contemplated in the amended and restated arrangement agreement dated as of September 5, 2025, involving GoviEx and Tombador (the "**Arrangement**").

NOTICE IS FURTHER GIVEN that by Order of the Supreme Court of British Columbia, dated September 10, 2025, the Court has given directions by means of an Interim Order (the "**Interim Order**") on the calling of a special meeting (the "**Meeting**") of the GoviEx Securityholders for the purpose of, among other things, considering and voting upon the special resolution to approve the Arrangement.

NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the Meeting, GoviEx intends to apply to the Supreme Court of British Columbia for a final order (the "**Final Order**") approving



the Arrangement and declaring it to be substantively and procedurally fair and reasonable to the GoviEx Securityholders, which application will be heard at the Courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, or as the Court may direct, on October 29, 2025 at 9:45 a.m. (Pacific Time), or so soon thereafter as counsel may be heard or at such other date and time as the Court may direct.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE APPLICATION FOR THE FINAL ORDER OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing a form entitled "Response to Petition" together with any evidence or materials which you intend to present to the Court at the Vancouver Registry of the Supreme Court of British Columbia and YOU MUST ALSO DELIVER a copy of the Response to Petition and any other evidence or materials to GoviEx's address for delivery, which is set out below, on or before 2:00 p.m. (Pacific Time) on October 27, 2025.

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of Response to Petition at the Registry. The address of the Registry is 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

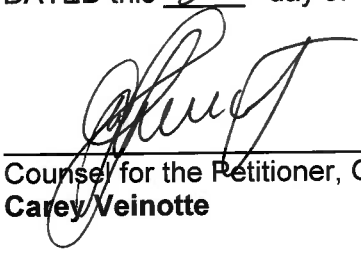
IF YOU DO NOT FILE A RESPONSE TO PETITION AND ATTEND EITHER IN PERSON OR BY COUNSEL at the time of the hearing of the application for the Final Order, the Court may approve the Arrangement, as presented, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will affect the rights of the GoviEx Securityholders.

A copy of the Petition to the Court and the other documents that were filed in support of the Interim Order and will be filed in support of the Final Order will be provided to any GoviEx Securityholder upon request in writing addressed to the solicitors of the Petitioner at the address for delivery set out below.

The Petitioner's address for delivery is:

Bojm Funt & Gibbons LLP  
Suite 505, 1168 Hamilton Street  
Vancouver BC V6B 2S2  
**Attn: Carey Veinotte**

DATED this 8<sup>th</sup> day of September 2025

  
\_\_\_\_\_  
Counsel for the Petitioner, GoviEx Uranium Inc.  
**Carey Veinotte**

p.p.

**APPENDIX E  
FAIRNESS OPINION**

See attached.

August 17, 2025

The Special Committee of the Board of Directors  
GoviEx Uranium Inc.  
999 Canada Pl. Suite 606  
Vancouver, BC V6C 3E1

Dear Sirs:

Stifel Nicolaus Canada Inc. ("**Stifel**", "**us**" or "**we**") understands that GoviEx Uranium Inc. ("**GoviEx**" or the "**Company**") has entered into an arrangement agreement (the "**Arrangement Agreement**") with Tombador Iron Limited ("**Tombador**") pursuant to which, among other things, Tombador will acquire all of the issued and outstanding common shares of GoviEx (the "**GoviEx Shares**") in exchange for ordinary shares of Tombador (the "**Tombador Shares**") by way of a court approved plan of arrangement (the "**Plan of Arrangement**") under the *Business Corporations Act* (British Columbia), which transaction is referred to herein as the "**Arrangement**".

## ***The Arrangement***

Pursuant to the Arrangement, holders of GoviEx Shares will receive, 0.2534 Tombador Shares for every one (1) common share of GoviEx (the "**Consideration**"). The terms of the Arrangement are more fully described in the Arrangement Agreement.

The Arrangement is subject to certain conditions, including, among other things, the approval of: (a) at least 66 2/3% of the votes cast by the shareholders of GoviEx, and the holders of any other securities of GoviEx that may be determined by the court, pursuant to its interim order, entitled to vote on the Arrangement, present in person or by proxy at the special meeting of holders of GoviEx Shares ("**GoviEx Shareholders**") to be called and held to consider the Arrangement (the "**Special Meeting**") (b) such minority approval as may be required by Multilateral Instrument 61-101 – *Protection of Minority Security holders in Special Transactions* ("**MI 61-101**") and/or the TSX Venture Exchange ("**TSX-V**") at the Special Meeting, (c) approval of the British Columbia Superior Court of Justice, and (d) receipt of required stock exchange approvals.

## ***Stifel's Engagement***

The Special Committee of Board of Directors of GoviEx (the "**Special Committee**") retained Stifel to act as its financial advisor pursuant to an engagement letter (the "**Engagement Letter**") dated June 30<sup>th</sup>, 2025. Stifel was first contacted on behalf of the Special Committee in respect of this engagement on June 24<sup>th</sup>, 2025. Pursuant to the Engagement Letter, Stifel has agreed to, among other things, deliver, at the request of the Special Committee, an opinion (the "**Opinion**") as to whether the Consideration is fair, from a financial point of view, to the GoviEx Shareholders. Pursuant to the Engagement Letter, on August 15<sup>th</sup>, 2025, Stifel delivered to the Special Committee its verbal opinion that the Consideration was fair, from a financial point of view, to GoviEx Shareholders.

The Engagement Letter provides that Stifel will be paid by GoviEx, for the services provided thereunder, a fee which is not contingent on the successful outcome of the Arrangement, as well as reimbursement of certain legal and out-of-pocket expenses. In addition, Stifel and its affiliates and their respective directors, officers, employees, agents and controlling persons are to be indemnified by GoviEx under certain circumstances from and against certain liabilities arising out of the performance of professional services rendered to GoviEx. In the future, Stifel may in the ordinary course of business, seek to perform financial advisory services or corporate finance services for GoviEx, Tombador, and their associates from time to time.

Stifel has not been engaged to prepare, and has not prepared, a formal valuation or appraisal of GoviEx or

Tombador, or any of their respective assets, securities or liabilities (whether on a standalone basis or as a combined entity), and the Opinion should not be construed as such. Stifel was similarly not engaged to review any legal, tax or accounting aspects of the Arrangement and, accordingly, expresses no views thereon. Stifel has assumed, with GoviEx's agreement, that the Arrangement is not subject to the delivery of a formal valuation pursuant to the requirements of MI 61-101 and Stifel's engagement does not include, and this Opinion should not be considered to represent, a formal valuation under MI 61-101.

This Opinion has been prepared in accordance with the disclosure standards for formal valuations and fairness opinions of the Canadian Investment Regulatory Organization ("**CIRO**") but CIRO has not been involved in the preparation or review of this Opinion.

### ***Credentials of Stifel***

Stifel is a leading independent Canadian investment dealer focused on investment banking and institutional equities for corporate clients and institutional investors. As part of our investment banking activities, we are regularly engaged in the valuation of securities in connection with mergers and acquisitions, public offerings and private placements of listed and unlisted securities and regularly engage in market making, underwriting and secondary trading of securities in connection with a variety of transactions. Stifel is not in the business of providing auditing services. Stifel is a brand name of Stifel Nicolaus Canada Inc., which is a wholly-owned subsidiary of Stifel Financial Corp., a financial institution listed on the New York Stock Exchange.

The Opinion expressed herein represents the opinion of Stifel and the form and content hereof have been approved for release by a group of professionals of Stifel, each of whom is experienced in merger, acquisition, divestiture, restructuring, valuation and fairness opinion matters.

### ***Independence of Stifel***

None of Stifel, its affiliates or associates is an insider, associate or affiliate (as such terms are defined in the *Securities Act* (Ontario)) of GoviEx or Tombador or any of their respective associates or affiliates (collectively, the "**Interested Parties**"). Stifel has not been engaged to provide any financial advisory services nor has it participated in any financings involving the Interested Parties within the last 24 months. However, certain members of the Stifel team engaged to work on the Opinion were previously employed by Eight Capital, which acted as lead underwriter in connection with GoviEx's C\$13.8 million unit offering, which closed in December 2023.

There are no understandings, agreements or commitments between Stifel or any of its affiliates and any Interested Parties with respect to any future business dealings, however, Stifel may in the future in the ordinary course of business seek to perform financial advisory services for any one or more of them from time to time.

In the ordinary course of its business, Stifel acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have, today, or in the future, positions in the securities of GoviEx and Tombador and, from time to time, may have executed or may execute transactions on behalf of GoviEx and Tombador or other clients for which it received or may receive compensation. In addition, as an investment dealer, Stifel conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including research with respect to GoviEx or Tombador and/or their respective affiliates or associates.

### ***Scope of Review***

Stifel has acted as financial advisor to the Special Committee and to the Board of Directors of GoviEx in respect of the Arrangement and certain related matters. In this context, and for the purpose of preparing the Opinion, we have analyzed financial, operational and other information relating to GoviEx, including information derived from meetings and discussions with GoviEx's management and the Special Committee. Except as expressly described herein, Stifel has not conducted any independent investigations to verify the accuracy and completeness thereof.

In connection with rendering the Opinion, and among other things, we:

- (a) reviewed a substantially complete version of the Arrangement Agreement between GoviEx and Tombador;
- (b) reviewed the form of voting and support agreement to be entered into between Tombador and the officers and directors of GoviEx, as referred to in the Arrangement Agreement;
- (c) reviewed and analyzed certain publicly available information relating to the business, operations, financial condition and trading history of GoviEx, including but not limited to its financial statements, technical reports, continuous disclosure documents and other information that Stifel considered relevant;
- (d) reviewed and analyzed certain publicly available information relating to the business, operations and financial condition of Tombador, including but not limited to its financial statements, technical reports, continuous disclosure documents and other information that Stifel considered relevant;
- (e) reviewed public information relating to the business and financial condition of other selected public mining companies that Stifel considered relevant;
- (f) performed a comparison of the multiples implied under the terms of the Arrangement with those implied from recent precedent acquisitions involving companies that Stifel deemed relevant and reviewed the consideration paid for such companies or the shares thereof;
- (g) performed a comparison of the multiples implied under the terms of the Arrangement to an analysis of the trading levels of similar companies we deemed relevant under the circumstances;
- (h) performed a comparison of the Consideration to be paid to the GoviEx Shareholders to the recent trading levels of securities of GoviEx;
- (i) reviewed certain technical information and analyses prepared by the management of GoviEx relating to GoviEx's assets;
- (j) had discussions with members of the Special Committee and management of GoviEx with regard to, among other things, the business, past and current operations, current financial condition and future potential of GoviEx;
- (k) reviewed officer's certificates addressed to Stifel and executed and delivered by each of the Chief Executive Officer of GoviEx and the Corporate Secretary of GoviEx dated the date hereof setting out representations as to certain factual matters and the completeness and accuracy of the Information (as defined herein) upon which the Opinion is, in part, based and conducted due diligence sessions with GoviEx's management and received detailed information concerning its business and affairs;
- (l) reviewed various equity research reports and industry sources regarding GoviEx, Tombador and the mining industry;
- (m) performed a comparison of the relative contribution of assets by GoviEx and Tombador to the relative pro forma ownership of GoviEx and Tombador if the Arrangement is completed; and
- (n) considered such other corporate, industry and financial market information, investigations and analyses as Stifel considered necessary or appropriate in the circumstances.

In its assessment, Stifel considered several methodologies, analyses and techniques and used a combination of

those approaches in order to produce the Opinion. Stifel based the Opinion upon a number of quantitative and qualitative factors as deemed appropriate based on Stifel's professional experience.

Stifel has not, to the best of its knowledge, been denied access by GoviEx to any information requested by Stifel. Stifel did not meet with the auditors of GoviEx or Tombador and, as stipulated below, has assumed, without independent investigation, the accuracy and fair presentation of the audited financial statements of GoviEx and Tombador, and the reports of the auditors thereon, and the unaudited interim financial statements of GoviEx and Tombador.

### ***Assumptions and Limitations***

With GoviEx's approval and as provided for in the Engagement Letter, Stifel has relied upon and has assumed, without independent investigation, the completeness, accuracy and fair presentation of all financial, technical and other information, data, documents, advice, materials, opinions and representations obtained by Stifel from public sources, including information relating to GoviEx, Tombador and the Arrangement, or provided to Stifel by GoviEx, Tombador and their respective affiliates or advisors or otherwise pursuant to our engagement (collectively, the "**Information**") and the Opinion is conditional upon such completeness, accuracy and fairness. Subject to the exercise of professional judgment and except as expressly described herein, Stifel has not attempted to verify independently the accuracy or completeness of any such Information. Senior officers of GoviEx have in separate certificates delivered on behalf of the Company represented to Stifel, as at the date hereof, among other things, that the Information provided by GoviEx with respect to GoviEx (the "**GoviEx Information**") is true and correct in all material respects at the date the GoviEx Information was provided to Stifel, and did not and does not, contain a misrepresentation (as defined in the *Securities Act* (Ontario)) and that, since the date the GoviEx Information was provided to Stifel, there has been no material change, no change in a material fact (as such terms are defined in the *Securities Act* (Ontario)) and no new material fact, financial or otherwise, in GoviEx's financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects, which is of such a nature as to render any portion of the GoviEx Information or any part thereof untrue or misleading in any material respect or which could reasonably be expected to have a material adverse effect on the Company and its subsidiaries taken as a whole.

Stifel was not engaged to review any legal, regulatory, tax or accounting aspects of the Arrangement and, accordingly, expresses no view thereon. Stifel was also not engaged to review the quality, quantity or mining economics of the mineral reserves and resources of any of the assets of GoviEx or Tombador from a technical, engineering or geological standpoint and, accordingly expresses no view thereon. The Arrangement is subject to a number of conditions outside the control of GoviEx and Tombador, and Stifel has assumed that all conditions precedent to the completion of the Arrangement will be satisfied in due course, that all consents, agreements, permissions, exemptions or orders of relevant regulatory and governmental authorities will be obtained, without adverse conditions or qualification, that the Arrangement will be completed in accordance with the terms and conditions of the Arrangement Agreement: (i) without additional material costs or liabilities to GoviEx; (ii) without waiver of, or amendment to, any term or condition thereof that is any way material to our analyses; and (iii) in compliance with all applicable laws; and that the disclosure relating to GoviEx, Tombador and the Arrangement set forth in any disclosure documents prepared by GoviEx or Tombador will be accurate and complete, and will comply with the requirements of all applicable laws.

The Opinion is rendered as of August 17<sup>th</sup>, 2025 on the basis of securities markets, economic, financial and general business conditions prevailing as at such date, and the condition and prospects, financial and otherwise, of GoviEx as they were reflected in the Information and as they were represented to Stifel in discussions with the management of GoviEx. In rendering the Opinion, Stifel has assumed that there are no material changes or material facts relating to GoviEx or Tombador, or their respective business, operations, capital or future prospects which have not been publicly disclosed. Any changes therein may affect the Opinion and, although Stifel reserves the right to change or withdraw the Opinion in such event, we disclaim any obligation to advise any person of any change that may come to our attention or to update the Opinion after today.

Stifel believes that the analyses and factors considered in arriving at the Opinion must be considered as a whole

and is not amenable to partial analyses or summary description and that selecting portions of the analyses and the factors considered, without considering all factors and analyses together, could create a misleading view of the process employed and the conclusions reached. Any attempt to do so could lead to undue emphasis on any particular factor or analysis. In arriving at the Opinion, Stifel has not attributed any particular weight to any specific analyses or factor but rather based the Opinion on a number of qualitative and quantitative factors deemed appropriate by Stifel based on Stifel's experience in rendering such opinions.

In our analyses and in connection with the preparation of the Opinion, Stifel made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Arrangement. While, in the professional opinion of Stifel, the assumptions used in preparing the Opinion are reasonable in the current circumstances, some or all of these assumptions may prove to be incorrect.

In addition, the Opinion is not and should not be construed as, advice as to the price at which GoviEx or Tombador shares may trade at any future date.

### ***Fairness Methodology***

In support of this Opinion, Stifel has performed certain analyses on GoviEx, Tombador and the combined company, based on those methodologies and assumptions that we considered appropriate in the circumstances for the purpose of providing this Opinion. In the context of this Opinion, we considered, among other things, the following methodologies:

- i. Historical share price trading analysis
- ii. Precedent transaction analysis
- iii. Comparable multiple analysis
- iv. Relative contribution analysis
- v. Standalone comparative equity financing analysis
- vi. Certain other qualitative factors

#### Historical share price trading analysis:

Stifel reviewed the trading history of GoviEx shares for the year-to-date on the TSX-V, taking into consideration the relative performance, 52-week intraday low to high per share trading price ranges, and other market statistics deemed relevant to Stifel in its analysis of the Consideration.

#### Precedent transaction analysis:

The precedent transactions analysis considers transaction multiples paid in the context of the purchase or sale of the public company or assets. Stifel reviewed publicly available information in connection with 8 transactions involving the acquisition of metals and mining assets and companies that Stifel considered relevant.

#### Comparable multiple analysis:

Stifel compared public market trading statistics of GoviEx and the combined company to corresponding data from selected publicly-traded pre-production uranium companies that we considered relevant (the "**Comparable Companies Trading Analysis**"). Stifel considered the model price to net asset value ("**P/NAV**") and enterprise value to in-situ resources multiple ("**EV/lb**") to be the most relevant metrics for purposes of the Comparable Companies Trading Analysis. Stifel examined multiples based on EV/lb for each of the comparable companies and then compared those multiples to GoviEx and the combined company.

#### Relative contribution analysis:

Stifel compared the relative contribution of each of GoviEx and Tombador to the combined company across

multiple financial and operating metrics that we considered relevant including but not limited to net-asset-value, total proven and probable mineral reserves (as defined in National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* ("NI 43-101")), and total measured, indicated and inferred mineral resources (as defined in NI 43-101).

Standalone comparative equity financing analysis:

Stifel evaluated the Arrangement in the context of a potential "standalone" equity financing by GoviEx, including a comparative assessment of relevant metrics such as equity dilution and the implied all-in discount on share issuance pricing. This analysis incorporated and referenced the relevant metrics associated with GoviEx's most recent public equity financing and was compared against Stifel's review of publicly available information in connection with 13 mining equity financings that Stifel considered relevant.

Certain other qualitative factors:

Stifel considered other qualitative factors with respect to the Arrangement, including but not limited to the strategic fit of GoviEx's assets within Tombador's asset portfolio and the capital markets profile of the combined company including liquidity, access to capital and future prospects. Stifel also considered the different risks GoviEx is currently exposed to which include but are not limited to exploration, development and financing risks.

***Conclusion and Fairness Opinion***

Based upon our analysis and subject to all of the foregoing and such other matters as we have considered relevant, Stifel is of the opinion that, as at the date hereof, the Consideration to be paid by Tombador to the GoviEx Shareholders under the Arrangement is fair, from a financial point of view, to the GoviEx Shareholders.

The Opinion has been provided solely for the use of the Special Committee and the Board of Directors of GoviEx for the purposes of considering the Arrangement and may not be used or relied upon by any other person or for any other purpose without the prior written consent of Stifel.

Other than as authorized herein, the Opinion is not to be reproduced, disseminated, quoted from or referred to (in whole or in part) without Stifel's prior written consent. GoviEx is expressly authorized to reproduce, disseminate, quote from, include or refer to the Opinion of Stifel in the documentation prepared and to be prepared by GoviEx in connection with the Arrangement, including but not limited to press releases, information circulars and legal proceedings, as well as to the extent required for GoviEx to satisfy its disclosure obligations under securities legislation.

Yours very truly,

*Stifel Nicolaus Canada Inc.*

**Stifel Nicolaus Canada Inc.**



## **APPENDIX F INFORMATION CONCERNING TOMBADOR**

*Capitalized terms used in this Appendix F and not otherwise defined in the text are defined in the “Glossary of Terms” in the Circular.*

### **FINANCIAL INFORMATION AND ACCOUNTING PRINCIPLES**

Unless otherwise indicated, reference in this Appendix to C\$ are to Canadian dollars, reference to US\$ are to U.S. dollars and reference to A\$ and \$ are to Australian dollars.

Unless otherwise stated, all financial information in this Appendix is derived from the financial statements of Tombador which were prepared in accordance with Australian Accounting Standards (including the Australian Accounting Interpretations) and the ACA. Tombador’s financial statements also comply with International Financial Reporting Standards including interpretations as issued by the International Accounting Standards Board.

Tombador’s Fiscal Year commences on January 1 and ends on December 31. The audited consolidated financial statements of Tombador for the year ended December 31, 2024, 2023 and 2022 are available electronically on ASX at [www.asx.com.au/markets/company/TI1](http://www.asx.com.au/markets/company/TI1).

### **NAME AND INCORPORATION**

Tombador is an Australian public company which was incorporated on May 5, 2004 under the Corporations Act under Australian Company Number 108 958 274 and is listed on the ASX Official List.

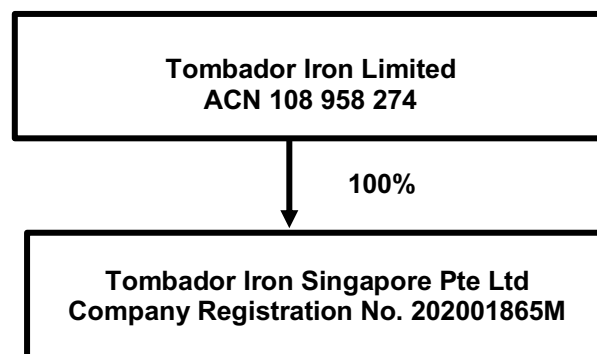
Tombador was admitted to the ASX Official List on November 18, 2004 as ‘Allied Brands Limited’ (ASX: ABQ).

The head and registered office of Tombador is located at Level 4, 66 Kings Park Road, West Perth, WA 6005.

Tombador is an exploration and development company focused on exploration and the assessment of resource projects for acquisition.

### **Intercompany Relationships**

As at the date of this Circular, the corporate structure of Tombador is as follows:



### **GENERAL DEVELOPMENT OF THE BUSINESS**

#### **History**

The recent developments of Tombador over the last three (3) completed financial years are set out below.

Since Tombador was admitted to the ASX Official List in 2004, Tombador has gone through several transformations. Most recently, following its re-compliance with Chapters 1 and 2 of the ASX Listing Rules and re-admission in October 2020, Tombador had been focused on exploration and development of the mining concession, “Portaria nº

165/SGM/MME”, which comprises the Tombador Iron Ore Project (the “**TIO Project**”) held by Tombador Iron Mineracao Ltda (“**TIM**”), which Tombador acquired as part of the re-compliance process.

On 11 October 2023, Tombador’s shares were suspended from quotation at the request of Tombador, shortly after which Tombador announced that the board of Tombador (“**Tombador Board**”) had determined to suspend operations at the TIO Project.

The decision to suspend operations at the TIO Project was driven by several key factors including safety and geotechnical concerns, market conditions and resource conservation.

As announced by Tombador to the ASX on 25 October 2023, Tombador Iron Singapore Pte Ltd (“**TIS**”) (a wholly owned subsidiary of Tombador) entered into an agreement with PJ Investimentos E Participações Ltda (“**PJIEP**”) pursuant to which TIS agreed to sell to PJIEP the TIO Project through the sale of 100% of TIS’s equity interest in its wholly owned subsidiary, TIM (“**Disposal Transaction**”).

As at the date of this Circular, Tombador does not hold any mineral projects and all previous operations of Tombador noted above have ceased.

Since completing the Disposal Transaction, Tombador has continued to evaluate new business opportunities in order to add a new asset to Tombador, including in the form of direct project acquisitions, joint ventures, farm-ins, acquisition of tenements/permits, and/or direct equity participation.

## **NARRATIVE DESCRIPTION OF THE BUSINESS**

### **General**

Tombador is an Australian ASX-listed junior exploration and development company, with a previous focus on iron ore in Bahia State, Brazil.

Due to the reasons set out above, Tombador was not able to pursue its key business objectives in the latter half of 2023 while holding the TIO Project and disposed of the TIO Project in January 2024.

As part of the Disposal Transaction, TIS entered into a mineral rights agreement with PJIEP and others (“**Mineral Rights Agreement**”) pursuant to which TIS is entitled to receive a royalty payment equal to 4.25% of the net revenue received by TIM from the sale of high-grade iron ore extracted from the TIO Project. The royalty is payable by PJIEP in US dollars and is calculated monthly based on actual sales revenue. TIS is also granted rights to receive detailed statements and supporting documentation regarding the calculation of the royalty, and may review and object to these calculations within specified timeframes, with disputes to be resolved by an independent auditor.

Since completing the Disposal Transaction, Tombador has continued to evaluate new business opportunities in order to add a new asset to Tombador, including in the form of direct project acquisitions, joint ventures, farm-ins, acquisition of tenements/permits, and/or direct equity participation.

## **SELECTED CONSOLIDATED FINANCIAL INFORMATION**

The following table presents certain selected financial data of Tombador for the years ended December 31, 2024, 2023 and 2022. The selected financial information has been derived from Tombador’s audited financial statements for the years ended December 31, 2024, 2023 and 2022. Tombador’s audited financial statements, copies of which are attached as Schedule 1 to this Appendix F, were prepared in accordance with IFRS.

|                      | Year ended<br>December 31, 2024<br>(A\$)<br>(audited) | Year ended<br>December 31, 2023<br>(A\$)<br>(audited) | Year ended<br>December 31, 2022<br>(A\$)<br>(audited) |
|----------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
| Cash                 | 10,809,687                                            | 8,616,606                                             | 14,182,028                                            |
| Current Assets       | 13,169,378                                            | 14,350,014                                            | 34,266,616                                            |
| Total Assets         | 13,176,254                                            | 14,363,589                                            | 52,034,376                                            |
| Total Liabilities    | 750,925                                               | 1,184,973                                             | 15,761,649                                            |
| Shareholders' Equity | 12,425,329                                            | 13,178,616                                            | 36,272,727                                            |

#### **Non-GAAP and other financial measures**

N/A.

#### **MANAGEMENT'S DISCUSSION AND ANALYSIS**

See Schedule 1 to this Appendix F for Tombador's audited financial statements for the years ended December 31, 2024, 2023 and 2022 including Director's Reports in lieu of management's discussion and analysis under Canadian rules. See Schedule 2 to this Appendix F for Tombador's unaudited interim financial statements (including independent auditor's review report) for the half-year ended June 30, 2025 including Director's Report in lieu of management's discussion and analysis under Canadian rules.

#### **TRENDS**

Other than as described herein, Tombador is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon Tombador's future revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information to not be indicative of future operating results or financial condition.

#### **DESCRIPTION OF SECURITIES**

##### **Securities**

##### Shares

As of the date of this Circular, Tombador has 86,324,684 Tombador Shares issued and outstanding. All issued Tombador Shares are fully paid. The rights and liabilities attaching to the Tombador Shares are set out in Tombador's Constitution adopted by Tombador Shareholders at an annual general meeting held on 17 November 2022 ("**Tombador Constitution**"), a copy of which is available on Tombador's website at: [www.tombadoriron.com/corporate-governance](http://www.tombadoriron.com/corporate-governance).

##### Options

As of the date of this Circular, Tombador has 190,000 unlisted Tombador Options outstanding, as described below:

| Date of Grant    | Expiry Date      | Exercise price (A\$) | Balance Unexercised |
|------------------|------------------|----------------------|---------------------|
| October 14, 2020 | October 14, 2025 | \$1.30               | 190,000             |

Each Tombador Option entitles the holder thereof to one (1) Tombador Share.

#### Performance Rights

As of the date of this Circular, Tombador has 100,000 unlisted vested Tombador Performance Rights (ASX: T11AE) outstanding, as described below:

| Date of Grant   | Expiry Date     | Status | Balance unconverted |
|-----------------|-----------------|--------|---------------------|
| October 6, 2020 | October 6, 2025 | Vested | 100,000             |

Each Tombador Performance Right entitles the holder thereof to one (1) Tombador Share subject to meeting certain vesting conditions. All Tombador Performance Rights have a nil exercise price. The Tombador Performance Rights are held by various employees and were issued after approval by Tombador Shareholders at the general meeting held on 31 August 2020.

#### **Other Securities**

In connection with the Transaction, Tombador will issue the following securities:

(a) 0.2534 Tombador Shares for every 1 GoviEx Share held by GoviEx Shareholders (being the Consideration Shares) as described in The Arrangement – Plan of Arrangement;

(b) such number of Replacement Options as described in The Arrangement – Exchange of GoviEx Securities – Treatment of GoviEx Options and The Arrangement – Exchange of GoviEx Securities – Treatment of GoviEx Warrants;

(c) up to 35,714,285 Tombador Shares under the Tombador Capital Raising, based on the Maximum Subscription at the minimum offer price of A\$0.28; and

(d) 10,000,00 Tombador Shares to Yelverton Capital and Matador Capital in consideration for services rendered as part of the Arrangement.

#### **Consolidated Capitalization**

The following table sets forth the share capital of Tombador, as well as Tombador Options and Tombador Performance Rights, as at December 31, 2024:

| Designation of Security            | Amount Authorized or to be Authorized | Amount Outstanding as at December 31, 2024 | Amount outstanding as of August 15, 2025 |
|------------------------------------|---------------------------------------|--------------------------------------------|------------------------------------------|
| <b>Tombador Shares</b>             | N/A                                   | 86,324,684                                 | 86,324,684                               |
| <b>Tombador Options</b>            | N/A                                   | 190,000                                    | 190,000                                  |
| <b>Tombador Performance Rights</b> | N/A                                   | 100,000                                    | 100,000                                  |

## PRIOR SALES

Tombador has issued nil securities within the twelve (12) months prior to the date of this Circular.

## MARKET FOR SECURITIES AND TRADING PRICE AND VOLUME

The Tombador Shares are admitted for trading on the ASX under the symbol "T11".

Trading in Tombador Shares is currently suspended and will remain suspended until Tombador re-complies with Chapters 1 and 2 of the ASX Listing Rules following completion of the Transaction. The Transaction is conditional on Tombador obtaining all necessary regulatory and shareholder approvals to effect the Transaction and satisfying all other requirements for the reinstatement to official quotation of the Tombador Shares on the ASX (among other things).

The last trading price of Tombador Shares on ASX prior to its suspension was A\$0.014 per Tombador Share. Following its suspension, Tombador completed a 25:1 consolidation of capital and as a result, Tombador's share price has adjusted to A\$0.35 on a post-consolidation basis.

## ESCROWED SECURITIES AND SECURITIES SUBJECT TO CONTRACTUAL RESTRICTION ON TRANSFER

No Tombador Shares, Tombador Options or Tombador Performance Rights are currently subject to any escrow requirements.

## PRINCIPAL SECURITYHOLDERS

Based on publicly available information, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the issued and outstanding Tombador Shares as at the date of this Circular, other than as follows:

| Tombador Shareholder      | Tombador Shares         | Tombador Options | Tombador Performance Rights | Percentage (%) (undiluted) | Percentage (%) (diluted) |
|---------------------------|-------------------------|------------------|-----------------------------|----------------------------|--------------------------|
| Colomi and its associates | 39,604,252 <sup>1</sup> | Nil              | Nil                         | 45.88%                     | 45.72%                   |

### Notes:

1. Comprising of 37,778,535 Shares held directly by Colomi and 1,825,717 Shares held by McRae Investments Pty Ltd of which Colomi has a relevant interest.
2. Colomi have agreed to sell 14,492,754 Tombador Shares to Matador Capital (and/or its nominee(s)) as part of a sell down, settlement of which is to occur concurrently with completion of the Tombador Capital Raising. In addition, Colomi intends to distribute its remaining 23,285,781 Shares to a number of its shareholders in satisfaction of outstanding amounts owed under convertible notes currently on issue in Colomi and held by those shareholders.

## DIRECTORS, OFFICERS AND PROMOTERS

The following table sets out the name, municipality of residence, position with Tombador, current principal occupation, the date such person became a director or officer of Tombador and the number and percentage of Tombador Shares beneficially owned, directly or indirectly, or over which control or direction is proposed to be exercised, by each of Tombador's directors and officers:

| Name, Municipality of Residence and Position(s) Held           | Principal Occupation Over the Past 5 Years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Director or Officer of Tombador Since                                                                                            | Tombador Shares Beneficially Owned or Controlled |                            |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------|
|                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                  | Number of Tombador Shares                        | Percentage (undiluted) (%) |
| Mr David Chapman<br>Perth, Australia<br>Non-Executive Chair    | <p>Mr Chapman brings over 40 years resource industry experience as a geologist in senior and executive management roles with WMC Resources Ltd and the junior sector within Australia and overseas. His experience covers operations, exploration project management and construction, business development and project financing.</p> <p>Mr Chapman has spent much of his professional career on exploration and project development in Brazil and is a fluent Portuguese speaker. He was a Director of WMC Resources Brazil office from 1991 to 2000 where he was responsible for exploration programs for gold and base metals throughout Brazil and French Guiana. He was later involved in the financing and construction of a significant base metal operation in Brazil. Through these activities he has developed and retains a strong industry network within Brazil and South America.</p> <p>Mr Chapman is also a non-executive director of Taruga Minerals Limited (ASX: TAR) from October 1, 2021 to present.</p> | Appointed as a Non-Executive Director on September 25, 2020. Mr Chapman transitioned to Non-Executive Chairman on March 1, 2025. | 136,000                                          | 0.16%                      |
| Mr Stephen Quantrill<br>Perth, Australia<br>Executive Director | <p>Mr Quantrill is a chartered engineer with over 25 years of international experience in multifaceted roles in business ownership, company Chairmanships and Directorships. His experience as a business leader, shareholder and advisor has encompassed public and private equity investments in energy and natural resource companies, investment, financial and engineering services, property and biotechnology.</p> <p>Mr Quantrill is the former Executive Chairman of McRae Investments, the diversified investment holding company established by Harold Clough in 1965.</p> <p>He holds a Bachelor of Science (Civil Engineering), Bachelor of Commerce, and a Master of Business Administration, all awarded with first class honours. Mr Quantrill is a Fellow</p>                                                                                                                                                                                                                                                 | Appointed as a Non-Executive Director on February 20, 2018. Mr Quantrill transitioned to an Executive Director on May 21, 2021.  | 160,000                                          | 0.19%                      |

| Name, Municipality of Residence and Position(s) Held                          | Principal Occupation Over the Past 5 Years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Director or Officer of Tombador Since                                                                                           | Tombador Shares Beneficially Owned or Controlled |                            |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------|
|                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                 | Number of Tombador Shares                        | Percentage (undiluted) (%) |
|                                                                               | <p>of FINSIA, a Graduate Member of the Australian Institute of Company Directors and an Engineering Executive Member of Engineers Australia.</p> <p>Mr Quantrill was also the Non-Executive Director of NeuroScientific Biopharmaceuticals (ASX: NSB) from February 13, 2015 to December 5, 2023.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                 |                                                  |                            |
| <p>Ms Anna Neuling<br/>Perth, Australia<br/>Non-Executive Director</p>        | <p>Ms Neuling is currently a Non-Executive Director of S2 Resources Ltd (ASX: SR2). Prior to moving to a Non-Executive Director role in August 2022, Ms Neuling was Executive Director of S2 Resources Ltd since it demerged from Sirius Resources Limited as part of the Sirius merger with IGO in 2015. Ms Neuling has held various roles at Sirius since its inception and was Executive Director – Corporate and Commercial at the time of the \$2.7 billion merger.</p> <p>Ms Neuling has twenty years of experience in financial and corporate roles in the resources industry with ASX listed companies including LionOre Mining International, Antipa Minerals Ltd and Avoca Resources Ltd. Prior to that, Ms Neuling worked at Deloitte in London and Perth.</p> <p>Ms Neuling is a fellow of the Institute of Chartered Accountants in England and Wales and a Graduate of the Australian Institute of Company Directors. Ms Neuling also holds a degree in mathematics from the University of Newcastle (UK).</p> <p>In addition to her role on the board of SR2, Ms Neuling is also currently the Non-Executive Chair of MLG Oz Ltd (ASX: MLG) and Non-Executive Director of Spartan Resources Limited (ASX: SPR).</p> | <p>Appointed Non-Executive Chair on September 25, 2020. Ms Neuling transitioned to Non-Executive Director on March 1, 2025.</p> | 200,000                                          | 0.23%                      |
| <p>Mr Keith Liddell<br/>London, United Kingdom<br/>Non-Executive Director</p> | <p>Mr Liddell is an experienced metallurgical engineer, founder and chair of listed and unlisted companies including founder chairman of Sally Malay Mining Ltd (now Panoramic Resources Ltd) and Mineral Securities</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Appointed September 25, 2020.</p>                                                                                            | 819,197                                          | 0.95%                      |

| Name, Municipality of Residence and Position(s) Held | Principal Occupation Over the Past 5 Years                                                                                                                                                                                                                                                                                                            | Director or Officer of Tombador Since | Tombador Shares Beneficially Owned or Controlled |                            |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------|----------------------------|
|                                                      |                                                                                                                                                                                                                                                                                                                                                       |                                       | Number of Tombador Shares                        | Percentage (undiluted) (%) |
|                                                      | <p>Ltd (resource investment house) and former managing director of Aquarius Platinum Ltd.</p> <p>Mr Liddell has raised over \$1 billion of equity and has taken numerous resource projects from exploration to production.</p> <p>Mr Liddell also acts as Non-Executive Chair of Lifezone Metals Limited (NYSE:LZM) from July 5, 2023 to current.</p> |                                       |                                                  |                            |
| <b>Total</b>                                         |                                                                                                                                                                                                                                                                                                                                                       |                                       | <b>1,315,197</b>                                 | <b>1.52</b>                |

## Management

The following is a brief description of the key members of management of Tombador.

*Abby Macnish Niven – Company Secretary and CFO of Tombador (Appointed on May 1, 2020).*

Abby Macnish Niven has spent her career in a variety of investment roles within the private wealth management industry with groups such as TWD Australia, ANZ, UBS and Ord Minnett.

Abby now consults to various companies, both listed and unlisted, in the areas of private wealth, governance, finance and corporate structure. Amongst her consulting roles, Abby is CFO & company secretary for several ASX-listed and unlisted companies, is an investment committee chair and also serves as treasurer of Neuromuscular WA.

Abby holds Bachelor of Commerce and Bachelor of Science degrees from UWA and is a chartered financial analyst.

## Other Reporting Issuer Experience

The following table sets out the directors, officers and promoters of Tombador that are, or have been within the last five years, directors, officers or promoters of other reporting issuers:

| Name              | Name and Jurisdiction of the Reporting Issuer | Market | Position(s) with Other Issuer | From              | To               |
|-------------------|-----------------------------------------------|--------|-------------------------------|-------------------|------------------|
| Stephen Quantrill | NeuroScientific Biopharmaceuticals (ASX: NSB) | ASX    | Non-Executive Director        | February 13, 2015 | December 5, 2023 |
| Keith Liddell     | Lifezone Metals Limited (NYSE:LZM)            | NYSE   | Non-Executive Chair           | July 5, 2023      | Current          |
| David Chapman     | Taruga Minerals Limited (ASX: TAR)            | ASX    | Non-Executive Director        | October 1, 2021   | Current          |



| Name         | Name and Jurisdiction of the Reporting Issuer | Market | Position(s) with Other Issuer | From              | To                 |
|--------------|-----------------------------------------------|--------|-------------------------------|-------------------|--------------------|
| Anna Neuling | MLG Oz Ltd (ASX: MLG)                         | ASX    | Non-Executive Chair           | April 21, 2023    | Current            |
|              | MLG Oz Ltd (ASX: MLG)                         | ASX    | Non-Executive Director        | March 23, 2021    | April 21, 2023     |
|              | S2 Resources Ltd (ASX:S2R)                    | ASX    | Non-Executive Director        | August 1, 2022    | Current            |
|              | S2 Resources Ltd (ASX:S2R)                    | ASX    | Executive Director            | May 28, 2015      | August 1, 2022     |
|              | Spartan Resources Limited (ASX:SPR)           | ASX    | Non-Executive Director        | December 23, 2024 | July 31, 2025      |
|              | CZR Resources Limitec (ASX:CZR)               | ASX    | Non-Executive Director        | November 2, 2020  | September 10, 2021 |

## Cease Trade Orders, Bankruptcies, and Penalties or Sanctions

### Corporate Cease Trade Orders

To the knowledge of Tombador, no director of Tombador is, as at the date of this Circular, or has been in the last ten (10) years before the date of this Circular, a director, chief executive officer or chief financial officer of any company (including Tombador) that while that person was acting in that capacity,

- (a) was subject to an order that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to an order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes of subsections (a) and (b) above, “order” means (i) a cease trade order; (ii) an order similar to a cease trade order; or (iii) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than thirty (30) consecutive days.

### Bankruptcies

Other than as set out below, to the knowledge of Tombador, no director of Tombador:

- (a) is, as at the date of this Circular, or has been within the ten (10) years before the date of this Circular, a director or executive officer of any company (including Tombador) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or
- (b) has, within ten (10) years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director or proposed director.

Stephen Quantrill is the Executive Chairman of Twinza Oil Limited (**Twinza**). On 19 February 2025, Twinza's senior lenders initiated a proposed debt-for-equity swap to be implemented by way of a creditors' scheme of arrangement under the Corporations Act intended to provide a sustainable framework to advance its flagship project, and maintain going concern status. On the same date, receivers and managers were appointed over Twinza's assets and undertakings pursuant to security held on behalf of the lenders. On 6 August 2025, the Federal Court of Australia made orders for Twinza to convene a meeting of creditors to consider and vote on the scheme and approved the distribution of an accompanying scheme booklet.

### Penalties or Sanctions

To the knowledge of Tombador, none of the directors of Tombador have been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or have entered into a settlement agreement with a Canadian securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor making an investment decision.

### Conflict of Interest

To the best of Tombador's knowledge and other than as disclosed herein, there are no existing or potential conflicts of interest among Tombador, its promoters, directors, officers or other members of management of Tombador except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies and their duties as a director, officer, promoter or management of Tombador.

The directors and officers of Tombador are aware of the existence of laws governing accountability of directors and officers for corporate opportunity and requiring disclosure by directors of conflicts of interest and Tombador will rely upon such laws in respect of any directors' and officers' conflicts of interest or in respect of any breaches of duty by any of its directors and officers.

## **EXECUTIVE COMPENSATION**

### **Named Executive Officers**

Tombador's compensation practices are designed to attract, motivate and retain highly qualified employees and executives to manage the business of Tombador by rewarding individual and corporate performance and aligning the interests of the Named Executive Officers (as defined in Form 51-102F6V — Statement of Executive Compensation) (the "**Named Executive Officers**" or "**NEOs**") with those of Tombador Shareholders.

During the year ended December 31, 2024, Tombador had the following NEOs: Mr Stephen Quantrill, Executive Director and Abby Macnish Niven, Chief Financial Officer.

### **Compensation Discussion and Analysis**

The pay and reward framework for key management personnel may consist of the following areas:

- (a) fixed remuneration – base salary;
- (b) variable remuneration – short-term incentives; and
- (c) variable remuneration – long-term incentives

The combination of these would comprise the key management personnel's total remuneration.

### Basic salary and non-executive director fees

The fixed remuneration for each key management personnel is influenced by the nature and responsibilities of each role and knowledge, skills and experience required for each position. Fixed remuneration provides a base level of remuneration which is market competitive and comprises a base salary inclusive of statutory superannuation or equivalent in the place of employment. It is structured as a total employment cost package.

Key management personnel are offered a competitive base salary that comprises the fixed component of pay and rewards. External remuneration consultants may provide analysis and advice to ensure base pay is set to reflect the market for a comparable role. There is no guaranteed pay increase included in any key management personnel's contract.

The current remuneration for each of the Tombador directors is set out below.

### Short-term incentives (STIs) or Bonuses

Discretionary cash bonuses may be paid to key management personnel annually, subject to the requisite board and shareholder approvals where applicable.

For the financial years ended December 31, 2023 and December 31, 2024, respectively, there were no discretionary cash bonus payments paid to directors and NEOs.

### Long-term incentives (LTIs)

Tombador Shareholders adopted an employee securities incentive plan at an annual general meeting held on 12 November 2021 ("**Incentive Plan**").

The objective of the Incentive Plan is to attract, motivate and retain key management personnel and to provide selected participants with the opportunity to participate in the future growth of Tombador. The Incentive Plan enables Tombador to make grants to eligible participants so that long-term incentives form a key component of their total annual remuneration.

There are no compensation securities currently on issue to directors and NEOs (including pursuant to the Incentive Plan).

### Retirement benefits

Australian employers are required to make compulsory superannuation contributions on behalf of eligible employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth). The statutory minimum contribution rate is currently 12% of an employee's ordinary time, and applies regardless of whether the employee is engaged on a full-time, part-time, or casual basis.

Superannuation contributions are generally not payable to directors or consultants who do not have an employment relationship with the relevant company.

For the financial years ended December 31, 2023 and December 31, 2024, respectively, no superannuation guarantee contributions were made in respect of directors or NEOs, as none held an employment relationship with Tombador during those periods.

### Shareholding requirements

Directors of Tombador are not required to hold Tombador Shares under the Tombador Constitution.

### Other benefits

N/A.

## Director and Named Executive Officer Compensation

The following table discloses all compensation to each director and NEO of Tombador during the two most recently completed financial years.

| Total Compensation <sup>1</sup>                                               |      |                                                      |             |                                 |                            |                                       |                          |
|-------------------------------------------------------------------------------|------|------------------------------------------------------|-------------|---------------------------------|----------------------------|---------------------------------------|--------------------------|
| Name and principal position                                                   | Year | Salary, consulting fee, retainer or commission (A\$) | Bonus (A\$) | Committee or meeting fees (A\$) | Value of perquisites (A\$) | Value of all other compensation (A\$) | Total Compensation (A\$) |
| Mr David Chapman<br><i>Non-Executive Chair</i>                                | 2024 | 45,000                                               | Nil         | Nil                             | Nil                        | Nil                                   | 45,000                   |
|                                                                               | 2023 | 50,000                                               | Nil         | Nil                             | Nil                        | 40,503                                | 90,503                   |
| Ms Anna Neuling<br><i>Non-Executive Director</i>                              | 2024 | 60,000                                               | Nil         | Nil                             | Nil                        | Nil                                   | 60,000                   |
|                                                                               | 2023 | 60,000                                               | Nil         | Nil                             | Nil                        | 40,503                                | 100,503                  |
| Mr Stephen Quantrill<br><i>Executive Director</i>                             | 2024 | 200,000                                              | Nil         | Nil                             | Nil                        | Nil                                   | 200,000                  |
|                                                                               | 2023 | 200,004                                              | Nil         | Nil                             | Nil                        | 71,631                                | 271,635                  |
| Mr Keith Liddell<br><i>Non-Executive Director</i>                             | 2024 | 45,000 <sup>2</sup>                                  | Nil         | Nil                             | Nil                        | Nil                                   | 45,000                   |
|                                                                               | 2023 | 67,561 <sup>2</sup>                                  | Nil         | Nil                             | Nil                        | 40,503                                | 108,064                  |
| Ms Abby Macnish Niven<br><i>Company Secretary and Chief Financial Officer</i> | 2024 | 195,000                                              | Nil         | Nil                             | Nil                        | Nil                                   | 195,000                  |
|                                                                               | 2023 | 195,000                                              | Nil         | Nil                             | Nil                        | 4,688                                 | 199,688                  |

### Notes:

1. All payments, with the exception of rent, accounting services and travel costs, are included in the table above. No compensation securities were granted or issued to a director or NEO by Tombador in the financial years ended December 31, 2023 and December 31, 2024.
2. Mr Keith Liddell is paid in USD. His salary and fees were translated using average rates.

### Narrative Discussion

During the most recently completed financial year, each non-executive director received fees for services rendered during that year as shown in the above table. Directors are also reimbursed for all reasonable expenses incurred in their capacity of directors. Directors of Tombador are entitled to receive additional amounts for committee participation, if applicable. Those additional amounts are included in the above table. There are no other arrangements under which directors were compensated for their services as directors or as consultants or experts during the most recently completed financial year.

## Management Contracts

Details of contracts with Tombador management are set out in the Non-Arm's Length Transaction section below.

## Compensation Consultants and Advisors

N/A.

## **Oversight and Description of Director and NEO Compensation**

As at the date of this Circular, Tombador does not have a remuneration committee. Tombador's Corporate Governance Plan (available to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com)) contains a 'Remuneration Committee Charter' that provides for the creation of a remuneration committee (if it is considered it will benefit Tombador), with at least three (3) members, a majority of whom are to be independent directors, and which must be chaired by an independent director. Tombador does not currently have a remuneration committee as the Tombador Board considers Tombador will not currently benefit from its establishment. In accordance with Tombador's Board Charter, the Tombador Board intends to carry out the duties that would ordinarily be carried out by the remuneration committee under the 'Remuneration Committee Charter' including the following processes to set the level and composition of remuneration for the Tombador Board and senior executives and ensuring that such remuneration is appropriate and not excessive. The Tombador Board devotes time at board meetings at the appropriate time to assess the level and composition of remuneration for directors and senior executives.

## **Pension Plan Benefits**

N/A.

## **NON-ARM'S LENGTH PARTY TRANSACTIONS**

Tombador is party to the following agreements with its directors and officers:

- Letter of appointment as Non-Executive Chair and Indemnity, Insurance and Assess Deed with Anna Neuling (current director of Tombador);
- Letter of appointment as Non-Executive Director and Indemnity, Insurance and Assess Deed with Stephen Quantrill (current director of Tombador);
- Letter of appointment as Non-Executive Director and Indemnity, Insurance and Assess Deed with David Chapman (current director of Tombador);
- Letter of appointment as Non-Executive Director and Indemnity, Insurance and Assess Deed with Keith Liddell (current director of Tombador);
- Consultancy Services Agreement with Stephen Quantrill and Angel's Wish Pty Ltd as trustee for Angel's Wish Trading Trust (trading as Q-Corporate Advisory) (an entity controlled by Stephen Quantrill);
- Consultancy Services Agreement with Abby Macnish Niven (current chief financial officer and secretary of Tombador) and CAMS Advisory Pty Ltd as trustee for 1104 Investments Family Trust (an entity controlled by Abby Macnish Niven); and
- Office Use Agreement with Twinza Oil Pty Ltd (an entity associated by Stephen Quantrill and Abby Macnish Niven).

Copies of the agreements described above may be inspected without charge until the closing of the Arrangement, and for 30 days thereafter, at the head offices of Tombador, located at Level 4, 66 Kings Park Road, West Perth, WA 6005.

## **LEGAL PROCEEDINGS**

As at the date of this Circular, Tombador is not involved in any legal proceedings and the Tombador Board are not aware of any legal proceedings pending or threatened against Tombador.

## **AUDITOR**

HLB Mann Judd are the auditors of Tombador. Their offices are located at Level 4, 130 Stirling Street, Perth, Western Australia 6000.

## **MATERIAL CONTRACTS**

Tombador has an interest in the following material contracts:

- the Arrangement Agreement between Tombador and GoviEx; and
- the Mineral Rights Agreement between TIS, PJIEP and others.

Copies of the material contracts described above may be inspected without charge until the closing of the Arrangement, and for 30 days thereafter, at the head offices of Tombador, located at Level 4, 66 Kings Park Road, West Perth, WA 6005.

## **RISK FACTORS**

An investment in Tombador is subject to risks. Additional risks and uncertainties not presently known to Tombador, or not expressed or implied below, or that are presently deemed immaterial, could also harm Tombador's business, financial condition and operating results. In addition to the below risk factors, GoviEx Securityholders should consider carefully all the information set forth in the Information Circular, including the Risk Factors described in "*Information Concerning GoviEx*" and "*Information Concerning the Combined Company*".

Tombador has published the Tombador Meeting Materials and will publish the Tombador Re-Compliance Prospectus. Following such publication, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus and Tombador Meeting Materials for additional information relating to Tombador, the Tombador Capital Raising, the Tombador Meeting and the Combined Company. The published Tombador Re-Compliance Prospectus and Tombador Meeting Materials will be available for review at [www.tombadoriron.com](http://www.tombadoriron.com).

Tombador's mining operations were subject to the normal risks of mining and any royalty revenues will be subject to numerous factors beyond Tombador's control. The material business risks that may affect Tombador:

### **Regulatory Risk**

Tombador's former operations are subject to various Brazilian Federal, State and local laws and plans, including those relating to mining, prospecting, development permit and licence requirements, industrial relations, environment, land use, royalties, water, native title and cultural heritage, mine safety and occupational health. Approvals, licences and permits required to comply with such rules are subject to the discretion of the applicable government officials. No assurance can be given that Tombador will be successful in maintaining such authorisations in full force and effect without modification or revocation. To the extent such approvals are required and not retained or obtained in a timely manner or at all, Tombador may be curtailed or prohibited from continuing with production and exploration. Tombador's business and results of operations could be adversely affected if applications lodged for additional mining and exploration licences are not granted. Exploration tenements are subject to periodic renewal. The renewal of the term of a granted tenement is also subject to the discretion of the relevant National Mining Agency. Renewal conditions may include increased expenditure and work commitments or compulsory relinquishment of areas of the tenements comprising Tombador's projects. The imposition of new conditions or the inability to meet those conditions may adversely affect the financial position of Tombador in relation to the royalty income stream.

### **Taxation**

Tombador operated in two tax jurisdictions (Australia and Singapore) during the year and is subject to their tax laws and regulations. In all places where Tombador has operations, in addition to the normal level of income tax imposed on all industries, Tombador may be required to pay government royalties, indirect taxes, goods and services tax and other imposts which generally relate to revenue or cash flows. Industry profitability can be affected by changes in government taxation policies.

The nature of Tombador's business requires specialised skills and knowledge, including in the areas of geology, metallurgical processing, community and governmental relations and environmental compliance. Tombador also relies

on staff members, local contractors and consultants with specialised knowledge of logistics and operations in the countries in which it operates. In order to attract and retain personnel with the specialised skills and knowledge required for Tombador's operations, Tombador maintains remuneration and compensation packages it believes to be competitive. Tombador and other companies in the mining and resources industry compete for qualified and key personnel, and if Tombador is unable to attract and retain qualified personnel or fail to establish adequate succession planning strategies, its financial condition and/or results or operations could be materially adversely affected.

### **Foreign exchange**

Tombador undertakes all its operational transactions in foreign currency (Brazilian Rial [BRL] and US dollars [USD]) and is exposed to foreign currency risk through foreign exchange rate fluctuations. Foreign exchange risk arises from future commercial transactions and recognised financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The entity currently has not entered into spot or short-term forward exchange contracts or structured foreign currency option arrangements.

### **Commodity Prices**

Tombador is exposed to commodity price risk, as its royalty income is based on iron ore sales which are predominantly subject to prevailing market prices. The entity has limited ability to directly influence market prices of iron ore.

### **Macro-Economic Risks**

The operating and financial performance of Tombador is influenced by a variety of general economic and business conditions, including levels of consumer spending, oil prices, inflation, interest rates and exchange rates, supply and demand, industrial disruption, access to debt and capital markets and government fiscal, monetary and regulatory policies. Changes in general economic conditions may result from many factors including government policy, international economic conditions, significant acts of terrorism, hostilities or war or natural disasters. A prolonged deterioration in general economic conditions, including a decrease in the iron ore price or a decrease in consumer and business demand, could be expected to have an adverse impact on Tombador's operating and financial performance and financial position. Tombador's future possible revenues and share price can be affected by these factors, which are beyond the control of Tombador.

### **General market risks**

Tombador is exposed to general market and economic condition risks including adverse changes in levels of economic activity, exchange rates, interest rates, commodity price volatility, government policies, employment rates and industrial disruption.

### **Force Majeure**

Tombador's royalty income stream from the Tombador project may be adversely affected by risks outside the control of Tombador, including labour unrest, civil disorder, war, subversive activities or sabotage, fires, floods, pandemics (e.g. COVID-19), explosions or other catastrophes, epidemics or quarantine restrictions.

**SCHEDULE 1 TO APPENDIX F**  
**TOMBADOR AUDITED FINANCIAL STATEMENTS**





**TOMBADOR IRON**

# 2024

## Annual Report

Year ended 31 December

ABN 20 108 958 274



# CORPORATE DIRECTORY

## DIRECTORS

|                      |                          |
|----------------------|--------------------------|
| Mr David Chapman     | (Non-Executive Chair)    |
| Ms Anna Neuling      | (Non-Executive Director) |
| Mr Keith Liddell     | (Non-Executive Director) |
| Mr Stephen Quantrill | (Executive Director)     |

## COMPANY SECRETARY

Ms Abby Macnish Niven

## AUDITORS

HLB Mann Judd  
Level 4  
130 Stirling Street  
Perth WA 6000

## SOLICITORS

Steinepreis Paganin  
Level 14, QV1 Building  
250 St Georges Terrace  
Perth WA 6000

## BANKERS

National Australia Bank Limited  
Level 32, 100 Miller Street  
North Sydney NSW 2060

## REGISTERED OFFICE

Tombador Iron Limited  
Level 1, 3 Ord Street  
West Perth WA 6005

## SHARE REGISTRY

Automic Registry Services  
Level 5, 191 St Georges Terrace  
Perth WA 6000

## STOCK EXCHANGE LISTING

The Company's shares are listed and  
quoted on the Australian Securities Exchange Limited ("ASX").  
ASX code: T11

## WEBSITE ADDRESS:

[www.tombadoriron.com](http://www.tombadoriron.com)

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## CHAIRMAN'S ADDRESS

Dear Shareholders,

On behalf of the Board of Directors, I am pleased to provide the 2024 Annual Report for Tombador Iron Ltd for the year 1 January – 31 December 2024 to all of our valued stakeholders.

The 2024 year has been a period of transition following the sale of the Company's main undertaking, the Tombador Iron project, in late 2023 to PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA (PJI).

The Company's primary focus has been to identify and evaluate suitable investment opportunities to add a new asset to the Company. Several potential enterprise and project opportunities were considered as part of this process.

Following a thorough assessment and evaluation process, the Company announced on 18 October 2024 on the ASX, that it had entered into a binding agreement to purchase 100% of the issued capital of Colomi Iron Mineração S.A. which holds the Colomi Iron project. The Colomi Iron Ore project is located in north-east Brazil and contains a world scale magnetite Mineral Resource with the potential to produce a premium-quality Blast Furnace (BF) and Direct Reduction Iron (DRI) grade concentrate.

The project would leverage the Company's project development and operational capabilities and would target the much sought after premium grade concentrate required to achieve global steel industry decarbonization.

As the Company did not have a significant asset through the reporting period, the voluntary suspension of the Company's shares on the ASX continued throughout 2024.

The Company remains in a strong cash position with \$10.64M of cash as at 28 March 2025 and is focused on concluding the Colomi Iron project transaction and ASX relisting. The Company continues to evaluate other complimentary projects for potential future acquisition.

The Company continues to enjoy the royalties from the Tombador Iron project in accordance with the terms negotiated as part of the sale agreement with PJI.

The hard work by the Tombador team and the support shown by our shareholders and other stakeholders has been appreciated through this challenging time.

Sincerely,



David Chapman  
**Non-Executive Chair**



## DIRECTORS' REPORT

Your directors submit their report on the Group consisting of Tombador Iron Limited ("Tombador") and the entities it controlled (the "Group") for the year ended 31 December 2024. In order to comply with the provisions of the *Corporations Act 2001*, the directors report is as follows:

### 1. Directors

The names, qualifications, experience and special responsibilities of each person who has been a Director during the year and to the date of this report are:

|                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Mr David Chapman</b>                                                 | <b>Non-Executive Chair</b> (Appointed Non-Executive Director on 25 September 2020; transitioned to Non-Executive Chairman on 1 March 2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Qualifications and Experience                                           | <p>Mr Chapman brings over 40 years resource industry experience as a geologist in senior and executive management roles with WMC Resources Ltd and the junior sector within Australia and overseas. His experience covers operations, exploration project management and construction, business development and project financing.</p> <p>Mr Chapman has spent much of his professional career on exploration and project development in Brazil and is a fluent Portuguese speaker. He was a Director of WMC Resources Brazil office from 1991 to 2000 where he was responsible for exploration programs for gold and base metals throughout Brazil and French Guiana. He was later involved in the financing and construction of a significant base metal operation in Brazil. Through these activities he has developed and retains a strong industry network within Brazil and South America.</p>                                                                                                                  |
| Interest in shares, options and performance rights                      | Shares: 136,000 indirectly held.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Other directorships in listed entities held in the previous three years | Non-Executive Director Taruga Minerals Limited from 1 October 2021 to current.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Ms Anna Neuling</b>                                                  | <b>Non-Executive Director</b> (Appointed Non-Executive Chair on 25 September 2020; transitioned to Non-Executive Director on 1 March 2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Qualifications and Experience                                           | <p>Ms Neuling is currently a Non-Executive Director of ASX-listed S2 Resources Ltd. Prior to moving to Non-Executive Director in August 2022, Ms Neuling was Executive Director of S2 Resources Ltd since it demerged from Sirius Resources Limited as part of the Sirius merger with IGO in 2015. Ms Neuling has held various roles at Sirius since its inception and was Executive Director – Corporate and Commercial at the time of the \$2.7 billion merger.</p> <p>Ms Neuling has twenty years of experience in financial and corporate roles in the resources industry with ASX listed companies including LionOre Mining International, Antipa Minerals Ltd and Avoca Resources Ltd. Prior to that, Ms Neuling worked at Deloitte in London and Perth.</p> <p>Ms Neuling is a fellow of the Institute of Chartered Accountants in England and Wales and a Graduate of the Australian Institute of Company Directors. Ms Neuling also holds a degree in mathematics from the University of Newcastle (UK).</p> |



|                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest in shares, options and performance rights                      | Shares: 200,000 indirectly held.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Other directorships in listed entities held in the previous three years | <p>Non-Executive Director (Non-Executive Chair since April 2023) of MLG Oz Ltd (ASX:MLG) from 23 March 2021 to current.</p> <p>Non-Executive Director of S2 Resources Ltd (ASX:S2R) from 1 August 2022 to current (formerly Executive Director from 28 May 2015 to 1 August 2022).</p> <p>Non-Executive Director of Spartan Resources Limited (ASX:SPR) from 23 December 2024 to current.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Mr Stephen Quantrill</b>                                             | <b>Executive Director</b> (Appointed 20 February 2018, previously Non-Executive)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Qualifications and Experience                                           | <p>Mr Quantrill is a chartered engineer with over 25 years of international experience in multifaceted roles in business ownership, company Chairmanships and Directorships. His experience as a business leader, shareholder and advisor has encompassed public and private equity investments in energy and natural resource companies, investment, financial and engineering services, property and bio-technology.</p> <p>Mr Quantrill is the former Executive Chairman of McRae Investments, the diversified investment holding company established by Harold Clough in 1965. He holds a Bachelor of Science (Civil Engineering), Bachelor of Commerce, and a Master of Business Administration, all awarded with first class honours. He is a Fellow of FINSIA, a Graduate Member of the Australian Institute of Company Directors and an Engineering Executive Member of Engineers Australia.</p> |
| Interest in shares, options and performance rights                      | Shares: 160,000 indirectly held.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Other directorships in listed entities held in the previous three years | Non-Executive Director of NeuroScientific Biopharmaceuticals (ASX: NSB) from 13 February 2015 to 5 December 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Mr Keith Liddell</b>                                                 | <b>Non-Executive Director</b> (Appointed 25 September 2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Qualifications and Experience                                           | <p>Mr Liddell is an experienced metallurgical engineer, founder and chair of listed and unlisted companies including founder chairman of Sally Malay Mining Ltd (now Panoramic Resources Ltd) and Mineral Securities Ltd (resource investment house) and former managing director of Aquarius Platinum Ltd.</p> <p>Mr Liddell has raised over \$1 billion of equity and has taken numerous resource projects from exploration to production.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest in shares, options and performance rights                      | Shares: 819,198 directly held.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Other directorships in listed entities held in the previous three years | Non-Executive Chair of Lifezone Metals Limited (NYSE:LZM) from 5 July 2023 to current.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## 2. Company Secretary/Chief Financial Officer

### **Ms Abby Macnish Niven      Appointed 1 May 2020**

#### **Experience**

Abby Macnish Niven (BComm, BSc, CFA, GAICD) has held the role of Company Secretary since April 2020. Ms Macnish Niven has over nineteen years' experience in the finance industry in Australia. She holds a Bachelor of Commerce degree with a double major in Commerce and Science, is a CFA Charterholder and is a member of the Australian Institute of Company Directors. She has also completed the Certificate in Governance Practice.

## 3. Principal Activities

Tombador Iron Limited is an Australian publicly listed company that previously owned 100% of the Tombador Iron Mineracao high grade iron ore project in Bahia State, Brazil. The Company sold its project in December 2023 and has been actively looking for new projects since the sale.

The Company Shares have been voluntarily suspended from trading since 11 October 2023 under ASX Listing Rule 17.2, and in accordance with ASX Listing 11.2. Shares will remain suspended from trading on the ASX until the ASX approves the Company's re-compliance with the admission requirements of Chapters 1 and 2 of the ASX Listing Rules.

The Company announced on 18 October 2024 on the ASX, that it had entered into a binding agreement to purchase 100% of the issued capital of Colomi Iron Mineração S.A. which holds the Colomi Iron project. This followed a thorough assessment and evaluation process, including technical, commercial, legal and environmental due diligence being undertaken on the Colomi Iron Ore project. Further details are provided in 5. Review of Operations, below.

## 4. Operating Results

The loss for the Group for the 12-month period ended 31 December 2024 from continuing operations after providing for income tax amounted to \$973,180 (31 December 2023 loss: \$2,407,530). The Group made a loss for the 12-month period ended 31 December 2024 from discontinuing operations of \$212,356 (31 December 2023 loss: \$18,040,437) and this related to the sale of its wholly owned subsidiary, Tombador Iron Mineracao Ltda which held the mining concession, "Portaria nº 165/SGM/MME", which comprises the Tombador Iron Ore Project.

At the reporting date the Group had cash and cash equivalents of \$10,809,687 (31 December 2023: \$8,616,606) and a net asset position of \$12,425,329 (31 December 2023: \$13,178,616).

## 5. Review of Operations

As previously announced, the sale of the Company's sole asset, the Tombador Iron project to PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA (PJI), was successfully completed in December 2023.

Following the sale, Tombador Iron Limited has had no direct involvement in the operations, costs or revenues of the project, other than the ongoing receipt of royalty payments. The royalty income from iron ore sales of direct ship iron ore was received for each quarter in accordance with the conditions of the sale agreement.

Through the reporting period the Company continued the identification and evaluation of suitable investment opportunities to add a new asset to the Company.

As previously reported in the September 2024 quarterly report, and following a thorough assessment and evaluation process, the Company announced on 18 October 2024 on the ASX, that it had entered into a

binding agreement to purchase 100% of the issued capital of Colomi Iron Mineração S.A. which holds the Colomi Iron project.

The Colomi Iron Ore project is located in north-east Brazil and contains a world scale magnetite Mineral Resource with the potential to produce a high-quality Blast Furnace (BF) and Direct Reduction Iron (DRI) grade concentrate.

In preparation for the proposed transaction, substantial works including technical, commercial, legal and environmental due diligence were undertaken on the Colomi Iron Ore project as a potential suitable acquisition target for the Company.

Other activities undertaken in the reporting period included extensive and detailed communications with the ASX in relation to Listing Rules 1.1 condition 1 and 1.19. (Chapter 1 and 2) for re-listing, addressing and satisfying ASX queries relating to the re-listing requirements under Chapters 1 and 2. They also included providing technical advice and the necessary documentation for the preparation of the Independent Technical Assessment Report (ITAR) and Independent Evaluation Report (IER) and drafting of Prospectus and Notice of Meeting (NOM) documentation.

The consideration for the transaction including the initial cash consideration, milestone share issue and future production royalties' determination were negotiated with the owners of the Colomi Iron Project. Pre-planning took place for the organisational structure and proposed staffing of the future Tombador business to ensure all regulatory requirements for business operations in Brazil would be compliant and established in advance of re-listing which is targeted for mid 2025.

Preliminary planning for study logistics and budget preparation for project scoping and prefeasibility studies were also undertaken.

## **6. Dividends Paid or Recommended**

No dividend has been recommended by the Board for the 12 months to December 2024 (December 2023: \$Nil).

## **7. Events Occurring after the Reporting Date**

On 1 March 2025, Anna Neuling stepped down from her role as Non-Executive Chair, but remains on the Board as a Non-Executive Director. Following a unanimous resolution of the Board, David Chapman assumed the role of Non-Executive Chair, effective 1 March 2025.

Other than the matters noted above, no other matters or circumstances have arisen since the end of the twelve-month period ended 31 December 2024 which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.

## **8. Likely Developments and Expected Results of Operations**

The Company will continue with its strategy as set out in the operations update above.

## **9. Environmental Regulation**

Tombador seeks to incorporate Environmental, Social and Governance (ESG) principles into all components of its daily operations, investment evaluation processes and long-term strategy.

To deliver sustainable value to its investors and, consistent with that aim, Tombador has adopted an ESG Investment Policy to guide the company's consideration of ESG issues in its investment decision-making





process. Consistent with the ESG Investment Policy, Tombador works to fully understand potential sustainability risks and opportunities to better inform its ongoing operations, strategy and investment decisions.

#### **10. Proceedings on behalf of the Group**

No person has applied to the Court under section 237 of the Corporations Act 2001 for leave to bring proceedings on behalf of the Company, or to intervene in any proceedings to which the Company is a party for the purpose of taking responsibility on behalf of the Company for all or part of those proceedings.

#### **11. Indemnification and Insurance of Officers and Auditors**

##### **Indemnity and insurance of Officers**

The Group has given an indemnity or entered into an agreement to indemnify directors and officers of the Group against liabilities for costs and expenses incurred in defending legal proceedings arising from conduct while acting in the capacity as a director or officer of the Group, other than conduct involving a wilful breach. During the financial year, the Group paid a premium in respect of a contract to insure the directors and officer of the Group against a liability to the extent permitted by the Corporations Act 2001. The contract of insurance prohibits disclosure of the nature of the liability and the amount of the premium.

No liability has arisen under these indemnities as at the date of the report.

##### **Indemnity and insurance of Auditor**

The Group has not, during or since the end of the financial year ended 31 December 2024, indemnified or agreed to indemnify the auditor of the Group or any related entity against a liability incurred by the auditor. During the financial year ended 31 December 2024, the Group has not paid a premium in respect of a contract to insure the auditor of the Group or any related entity.

#### **12. Non-audit Services**

Details of amounts paid or payable to the auditor for services provided during financial year ended 31 December 2024 by the auditor are outlined in Note 19 to the consolidated financial statements. There were no non-audit services provided during the financial year ended 31 December 2024.

#### **13. Auditor's Independence Declaration**

A copy of the auditor's independence declaration as required under section 307C of the Corporations Act 2001 is set out on page 23.

#### **14. Significant changes in the state of affairs**

No other matters or circumstances have arisen during the 12-month period ended 31 December 2024 which have significantly affected the operating of the Company, the results of those operations, or state of affairs of the Company.

For a detailed discussion about the performance and financial position of the Group, please refer to our operating and financial review on pages 7-8.

## 15. Material Business Risks

The Group's mining operations were subject to the normal risks of mining and any royalty revenues will be subject to numerous factors beyond the Group's control. The material business risks that may affect the Group are summarised below:

### Regulatory Risk

The Group's former operations are subject to various Brazilian Federal, State and local laws and plans, including those relating to mining, prospecting, development permit and licence requirements, industrial relations, environment, land use, royalties, water, native title and cultural heritage, mine safety and occupational health. Approvals, licences and permits required to comply with such rules are subject to the discretion of the applicable government officials. No assurance can be given that the Group will be successful in maintaining such authorisations in full force and effect without modification or revocation. To the extent such approvals are required and not retained or obtained in a timely manner or at all, the Group may be curtailed or prohibited from continuing with production and exploration. The Group's business and results of operations could be adversely affected if applications lodged for additional mining and exploration licences are not granted. Exploration tenements are subject to periodic renewal. The renewal of the term of a granted tenement is also subject to the discretion of the relevant National Mining Agency. Renewal conditions may include increased expenditure and work commitments or compulsory relinquishment of areas of the tenements comprising the Group's projects. The imposition of new conditions or the inability to meet those conditions may adversely affect the financial position of the Group in relation to the royalty income stream.

### Taxation

The Group operated in two tax jurisdictions (Australia and Singapore) during the year and is subject to their tax laws and regulations.

In all places where the Group has operations, in addition to the normal level of income tax imposed on all industries, the Group may be required to pay government royalties, indirect taxes, goods and services tax and other imposts which generally relate to revenue or cash flows. Industry profitability can be affected by changes in government taxation policies.

### Foreign exchange

The Group undertakes all its operational transactions in foreign currency (Brazilian Rial [BRL] and US dollars [USD]) and is exposed to foreign currency risk through foreign exchange rate fluctuations.

Foreign exchange risk arises from future commercial transactions and recognised financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The entity currently has not entered into spot or short-term forward exchange contracts or structured foreign currency option arrangements.

### Commodity Prices

The Group is exposed to commodity price risk, as its royalty income is based on iron ore sales which are predominantly subject to prevailing market prices. The entity has limited ability to directly influence market prices of iron ore.

### Macro-Economic Risks

The operating and financial performance of the Group is influenced by a variety of general economic and business conditions, including levels of consumer spending, oil prices, inflation, interest rates and exchange rates, supply and demand, industrial disruption, access to debt and capital markets and government fiscal, monetary and regulatory policies. Changes in general economic conditions may result from many factors including government policy, international economic conditions, significant acts of terrorism, hostilities or war or natural disasters.



A prolonged deterioration in general economic conditions, including a decrease in the iron ore price or a decrease in consumer and business demand, could be expected to have an adverse impact on the Group's operating and financial performance and financial position. The Group's future possible revenues and share price can be affected by these factors, which are beyond the control of the Group.

### **Force Majeure**

The Group's royalty income stream from the Tombador project may be adversely affected by risks outside the control of the Group, including labour unrest, civil disorder, war, subversive activities or sabotage, fires, floods, pandemics (e.g. COVID-19), explosions or other catastrophes, epidemics or quarantine restrictions.

### **16. Meetings of Directors**

Formal meetings and meetings conducted by circular resolutions of the Directors held during the financial year were as follows:

|                      | <b>Directors' Meetings</b>       |                        |
|----------------------|----------------------------------|------------------------|
|                      | <b>Number eligible to attend</b> | <b>Number attended</b> |
| Ms Anna Neuling      | 9                                | 9                      |
| Mr Stephen Quantrill | 9                                | 9                      |
| Mr David Chapman     | 9                                | 9                      |
| Mr Keith Liddell     | 9                                | 9                      |

### **17. Shares under Option**

On 22 August 2024, the Company announced a consolidation of shares and options on the basis of one security for every twenty-five securities held, which was completed on 5 September 2024.

Post-consolidation, 450,000 performance rights expired during the financial year ended 31 December 2024.

At date of this report, the Company had the following options and performance rights on issue:

- TI1 AA: 190,000 unlisted options exercisable at \$0.052 expiring on 14 October 2025
- TI1AE: 100,000 performance rights expiring on 1 September 2025

## 18. Remuneration Report (Audited)

The remuneration report details the key management personnel remuneration agreements for the Group in accordance with the requirements of the Corporations Act 2001 and its regulations. The information provided in this remuneration report has been audited as required by section 308 (3C) of the Corporations Act 2001. The Remuneration Report details the remuneration arrangements for Key Management Personnel (“KMP”). KMP in 2024 comprised the Chief Executive Officer and other key executives (Executive KMP), as well as non-executive directors.

| Name of Director      | Position                                         | Date Appointed    | Date Ceased  |
|-----------------------|--------------------------------------------------|-------------------|--------------|
| Ms Anna Neuling       | Non-executive Chair                              | 25 September 2020 | 1 March 2025 |
| Ms Anna Neuling       | Non-executive Director                           | 1 March 2025      | Current      |
| Mr David Chapman      | Non-executive Director                           | 25 September 2020 | 1 March 2025 |
| Mr David Chapman      | Non-executive Chair                              | 1 March 2025      | Current      |
| Mr Stephen Quantrill  | Executive Director                               | 21 May 2021       | Current      |
| Mr Keith Liddell      | Non-executive Director                           | 25 September 2020 | Current      |
| Ms Abby Macnish Niven | Chief Financial Officer and<br>Company Secretary | 1 May 2020        | Current      |

There have been no other changes after the reporting date and up to the date that the financial report was authorised for issue.

The Remuneration Report is set out under the following main headings:

|   |                                                                                                          |
|---|----------------------------------------------------------------------------------------------------------|
| A | Remuneration Philosophy                                                                                  |
| B | Remuneration Governance, Structure and Approvals                                                         |
| C | Remuneration and Performance                                                                             |
| D | Details of Remuneration                                                                                  |
| E | Contractual Arrangements                                                                                 |
| F | Share-based Compensation                                                                                 |
| G | Equity Instruments Issued on Exercise of Remuneration Options, Performance Rights and Performance Shares |
| H | Voting and comments made at the Company's 2024 Annual General Meeting                                    |
| I | Loans with KMP                                                                                           |
| J | Other transactions with KMP                                                                              |

## **A Remuneration Philosophy**

KMP have authority and responsibility for planning, directing and controlling the activities of the Group.

The Group's broad remuneration policy is to ensure the remuneration package properly reflects the person's duties and responsibilities and that remuneration is competitive in attracting, retaining and motivating people of the highest quality.

## **B Remuneration Governance, Structure and Approvals**

Remuneration of Directors is currently set by the Board of Directors. The Board has not established a separate Remuneration Committee at this point in the Group's development. It is considered that the size of the Board along with the level of activity of the Group renders this impractical. The Board, acting as a Remuneration Committee, is primarily responsible for:

- The over-arching executive remuneration framework;
- Operation of the incentive plans which apply to executive directors and senior executives, including key performance indicators and performance hurdles;
- Remuneration levels of executives; and
- Non-Executive Director fees.

Their objective is to ensure that remuneration policies and structures are fair and competitive and aligned with the long-term interests of the Group.

### **❖ Non-Executive Remuneration Structure**

The remuneration of Non-Executive Directors consists of Board and Committee fees. The total aggregate fixed sum per annum to be paid to Non-Executive Directors shall be no more than \$500,000 as detailed in the Company's Constitution, which was approved by ordinary resolution of the Shareholders in General Meeting held on 17 November 2022.

Remuneration of Non-Executive Directors is based on fees approved by the Board and is set at levels to reflect market conditions and encourage the continued services of the Directors. The chair's fees are determined independently to the fees of the Non-Executive Director's based on comparative roles in the external market.

The remuneration of Non-Executive Directors is detailed in Table 1 and their contractual arrangements are disclosed in "Section E – Contractual Arrangements". Remuneration may also include an invitation to participate in share-based incentive programmes in accordance with Company policy.

The nature and amount of remuneration is collectively considered by the Board of Directors with reference to relevant employment conditions and fees commensurate to a company of similar size and level of activity, with the overall objective of ensuring maximum stakeholder benefit from the retention of high-performing Directors.

## ❖ Executive Remuneration Structure

The nature and amount of remuneration of executives are assessed on a periodic basis with the overall objective of ensuring maximum stakeholder benefit from the retention of high-performance Directors.

The main objectives sought when reviewing executive remuneration is that the Company has:

- Coherent remuneration policies and practices to attract and retain Executives;
- Executives who will create value for shareholders;
- Competitive remuneration offered benchmarked against the external market; and
- Fair and responsible rewards to Executives having regard to the performance of the Group, the performance of the Executives and the general pay environment.

Refer below for details of Executive Directors' remuneration.

## C Remuneration and Performance

The following table shows the gross revenue, profit/(loss), earnings per share ("EPS") and share price of the Group for the financial year ended 31 December 2024. The prior period relates to the year ended 31 December 2023.

|                                                  | 12 months ended<br>31 December 2024 | 12 months ended 30<br>31 December 2023 |
|--------------------------------------------------|-------------------------------------|----------------------------------------|
| Revenue                                          | 1,293,677                           | 166,638                                |
| Other Income (\$)                                | 170,139                             | 178,020                                |
| Net profit/(loss) after tax (\$)                 | (1,185,536)                         | (20,447,967)                           |
| EPS (cents per share – post-consolidation basis) | (1.37)                              | (23.76)                                |

### Relationship between Remuneration and Company Performance

Given the current position of the Company and the sale of the main asset, the Board does not consider earnings during the year ended 31 December 2024 when determining, and in relation to, the nature and amount of remuneration of KMP.

The pay and reward framework for key management personnel may consist of the following areas:

- a) Fixed Remuneration – base salary
- b) Variable Short-Term Incentives
- c) Variable Long-Term Incentives

The combination of these would comprise the key management personnel's total remuneration.

#### a) Fixed Remuneration – Base Salary

The fixed remuneration for each KMP is influenced by the nature and responsibilities of each role and knowledge, skills and experience required for each position. Fixed remuneration provides a base level of remuneration which is market competitive and comprises a base salary inclusive of statutory superannuation or equivalent in the place of employment. It is structured as a total employment cost package.

Key management personnel are offered a competitive base salary that comprises the fixed component of pay and rewards. External remuneration consultants may provide analysis and advice to ensure base pay is set to reflect the market for a comparable role.

There is no guaranteed pay increase included in any key management personnel's contract.

#### b) Variable Remuneration – Short -Term Incentives (STI)



Discretionary cash bonuses may be paid to KMP annually, subject to the requisite Board and shareholder approvals where applicable. No cash bonuses were paid to KMP's during the financial year.

For the 31 December 2024 financial year, there are no discretionary cash bonus payments payable.

**c) Variable Remuneration – Long-Term Incentives (LTI)**

**Options**

There have been no options issued to employees at the date of this financial report.

**Employee Securities Incentive Plan**

The Employee Securities Incentive Plan ("Plan") was adopted by the Group at the 12 November 2021 Annual General Meeting ("AGM").

The current Plan provides the Board with the discretion to issue securities to eligible participants which will vest subject to the achievement of performance hurdles as determined by the Board from time to time.

The objective of the Plan is to attract, motivate and retain KMPs and it is considered by the Group that the Plan and the future issue of Performance Rights under the Plan will provide selected participants with the opportunity to participate in the future growth of the Group. The Plan will enable the Group to make grants to Eligible Participants so that long-term incentives form a key component of their total annual remuneration.

The Board believes that grants under the Plan will serve a number of purposes including:

- to act as a key retention tool; and
- to focus attention on future shareholder value generation.

During the financial period the Company did not issue any unlisted performance rights to KMPs.

Any grants under the Plan will be subject to the achievement of KPIs. Appropriate KPIs may be formulated for each Eligible Participant to participate in the Plan based on their role and responsibilities in the Group.



## D Details of Remuneration

Details of the nature and amount of each major element of the remuneration of each KMP of the Group during the financial year are:

Table 1 – Remuneration of KMP of the Group for the 12-month period ended 31 December 2024 is set out below:

| 31 December 2024               | Short-term Benefits |          | Post-employment benefits | Share based payments | Total          | Performance related |
|--------------------------------|---------------------|----------|--------------------------|----------------------|----------------|---------------------|
|                                | Salary and fees     | Bonuses  | Superannuation           | Other                |                |                     |
|                                | \$                  | \$       | \$                       | \$                   | \$             | %                   |
| <b>Non-Executive Directors</b> |                     |          |                          |                      |                |                     |
| Ms Anna Neuling                | 60,000              | -        | -                        | -                    | 60,000         | 0%                  |
| Mr David Chapman               | 45,000              | -        | -                        | -                    | 45,000         | 0%                  |
| Mr Keith Liddell               | 45,000              | -        | -                        | -                    | 45,000         | 0%                  |
| <b>Executive KMP</b>           |                     |          |                          |                      |                |                     |
| Mr Stephen Quantrill           | 200,000             | -        | -                        | -                    | 200,000        | 0%                  |
| Ms Abby Macnish Niven          | 195,000             | -        | -                        | -                    | 195,000        | 0%                  |
| <b>Total</b>                   | <b>545,000</b>      | <b>-</b> | <b>-</b>                 | <b>-</b>             | <b>545,000</b> | <b>0%</b>           |

During the current financial year, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$45,000 to Parati Pty Ltd, an entity related to Director David Chapman. \$11,250 was included in accrued expenses payable as at 31 December 2024.
- The USD equivalent of AUD\$45,000 to Director Keith Liddell. \$22,500 was included in trade payables as at 31 December 2024.
- \$44,807 to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for directors' fees (\$7,246) and rental of office space and shared facilities (\$37,561).
- \$192,754 to Q-Corporate Advisory, an entity related to Director Stephen Quantrill. The payments were for directors' fees.
- \$30,249 to MASQ Group Pty Ltd, an entity related to Director Stephen Quantrill and CFO/Company Secretary Abby Macnish Niven. The payments were for rental of office space.
- \$231,008 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and Company Secretary services (\$195,000) and accounting services and travel expenses (\$36,008). \$19,250 was included in trade payables at 31 December 2024.

Mr Keith Liddell is paid in USD. His salary and fees have been translated using average rates.

All of the related party payments noted above, with the exception of rent, accounting services and travel costs, are included in the table above.

## D Details of Remuneration (continued)

Details of the remuneration of KMP of the Group for the year ended 12 months ended 31 December 2023 is set out below:

| 31 December 2023                | Short term Benefits |          | Post-employment benefits | Share based payments |                  | Performance related |
|---------------------------------|---------------------|----------|--------------------------|----------------------|------------------|---------------------|
|                                 | Salary and fees     | Bonuses  | Superannuation           | Other                | Total            |                     |
|                                 | \$                  | \$       | \$                       | \$                   | \$               | %                   |
| <b>Non-Executive Directors</b>  |                     |          |                          |                      |                  |                     |
| Ms Anna Neuling                 | 60,000              | -        | -                        | 40,503               | 100,503          | 42%                 |
| Mr David Chapman                | 50,000              | -        | -                        | 40,503               | 90,503           | 46%                 |
| Mr Keith Liddell                | 67,561              | -        | -                        | 40,503               | 108,064          | 39%                 |
| <b>Executive KMP</b>            |                     |          |                          |                      |                  |                     |
| Mr Stephen Quantrill            | 200,004             | -        | -                        | 71,631               | 271,635          | 28%                 |
| Mr Gabriel Oliva <sup>(i)</sup> | 373,640             | -        | -                        | 14,063               | 387,703          | 4%                  |
| Ms Abby Macnish Niven           | 195,000             | -        | -                        | 4,688                | 199,688          | 2%                  |
| <b>Total</b>                    | <b>946,205</b>      | <b>-</b> | <b>-</b>                 | <b>211,891</b>       | <b>1,158,096</b> | <b>18%</b>          |

(i) On 1 December 2023, Gabriel Oliva was given a notice of discharge in accordance with his contract.

During the previous financial year, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$50,000 to Parati Pty Ltd, an entity related to Director David Chapman.
- The USD equivalent of AUD\$67,561 to Keshel Consult Limited, an entity related to Director Keith Liddell.
- \$253,577 to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for directors' fees (\$200,004) and rental of office space and shared facilities and travel expenses (\$53,573).
- \$213,462 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and Company Secretary services (\$195,000) and accounting services and travel expenses (\$18,462). \$19,250 was included in trade payables at 31 December 2023.

Mr Keith Liddell was paid in USD. Mr Gabriel da Cunha was paid in BRL. Their salary and fees have been translated using average rates.

All of the related party payments noted above, with the exception of rent, accounting services and travel costs, are included in the table above.

## D Details of Remuneration (continued)

Table 2 – Shareholdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2024:

| 31 December 2024               | Balance<br>1/01/2024 | Consolidation       | Balance<br>31/12/2024 |
|--------------------------------|----------------------|---------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                     |                       |
| Ms Anna Neuling                | 5,000,000            | (4,800,000)         | 200,000               |
| Mr David Chapman               | 3,400,000            | (3,264,000)         | 136,000               |
| Mr Keith Liddell               | 20,479,936           | (19,660,738)        | 819,198               |
| <b>Executive KMP</b>           |                      |                     |                       |
| Mr Stephen Quantrill           | 4,000,000            | (3,840,000)         | 160,000               |
| Ms Abby Macnish Niven          | 2,925,000            | (2,808,000)         | 117,000               |
| <b>TOTAL</b>                   | <b>35,804,936</b>    | <b>(34,372,738)</b> | <b>1,432,198</b>      |

Table 3 – Shareholdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2023:

| 31 December 2023               | Balance<br>1/01/2023 | Conversion/Additions | Balance<br>31/12/2023 |
|--------------------------------|----------------------|----------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                      |                       |
| Ms Anna Neuling                | 4,250,000            | 750,000              | 5,000,000             |
| Mr David Chapman               | 2,650,000            | 750,000              | 3,400,000             |
| Mr Keith Liddell               | 19,729,936           | 750,000              | 20,479,936            |
| <b>Executive KMP</b>           |                      |                      |                       |
| Mr Stephen Quantrill           | 2,250,000            | 1,750,000            | 4,000,000             |
| Mr Gabriel Oliva               | -                    | 4,500,000            | 4,500,000             |
| Ms Abby Macnish Niven          | 2,550,000            | 375,000              | 2,925,000             |
| <b>TOTAL</b>                   | <b>31,429,936</b>    | <b>8,875,000</b>     | <b>40,304,936</b>     |

Table 4 – Performance Rights holdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2024:

| 31 December 2024               | Balance<br>1/01/2024 | Granted as<br>Remun-<br>eration | Consolidation       | Expiry/forfeit of<br>Performance Rights | Balance<br>31/12/2024 |
|--------------------------------|----------------------|---------------------------------|---------------------|-----------------------------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                                 |                     |                                         |                       |
| Ms Anna Neuling                | 2,250,000            | -                               | (2,160,000)         | (90,000)                                | -                     |
| Mr David Chapman               | 2,250,000            | -                               | (2,160,000)         | (90,000)                                | -                     |
| Mr Keith Liddell               | 2,250,000            | -                               | (2,160,000)         | (90,000)                                | -                     |
| <b>Executive KMP</b>           |                      |                                 |                     |                                         |                       |
| Mr Stephen Quantrill           | 4,500,000            | -                               | (4,320,000)         | (180,000)                               | -                     |
| Ms Abby Macnish Niven          | -                    | -                               | -                   | -                                       | -                     |
| <b>TOTAL</b>                   | <b>11,250,000</b>    | <b>-</b>                        | <b>(10,800,000)</b> | <b>(450,000)</b>                        | <b>-</b>              |

Table 5 – Performance Rights holdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2023:

| 31 December 2023               | Balance<br>1/01/2023 | Granted as<br>Remuneration | Exercise of<br>Performance Rights | Balance<br>31/12/2023 |
|--------------------------------|----------------------|----------------------------|-----------------------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                            |                                   |                       |
| Ms Anna Neuling                | 2,250,000            | 750,000                    | (750,000)                         | 2,250,000             |
| Mr David Chapman               | 2,250,000            | 750,000                    | (750,000)                         | 2,250,000             |
| Mr Keith Liddell               | 2,250,000            | 750,000                    | (750,000)                         | 2,250,000             |
| <b>Executive KMP</b>           |                      |                            |                                   |                       |
| Mr Stephen Quantrill           | 3,750,000            | 1,500,000                  | (750,000)                         | 4,500,000             |
| Mr Gabriel Oliva               | 4,500,000            | -                          | (4,500,000)                       | -                     |
| Ms Abby Macnish Niven          | 375,000              | -                          | (375,000)                         | -                     |
| <b>TOTAL</b>                   | <b>15,375,000</b>    | <b>3,750,000</b>           | <b>(7,875,000)</b>                | <b>11,250,000</b>     |

## E Contractual Arrangements

### Key terms of employment contracts for executive KMP's

#### Stephen Quantrill – Executive Director

- Annual consulting fee of \$200,000 (exclusive of GST);
- Effective date: 21 May 2021;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 3 months.

#### Abby Macnish Niven – Company Secretary/Chief Financial Officer

- Annual consulting fee of \$195,000 (exclusive of GST);
- Effective date: 1 January 2022;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 1 month.

## **F Share-based Compensation**

The Company rewards Directors for their performance and aligns their remuneration with the creation of shareholder wealth by issuing performance rights. Share-based compensation is at the discretion of the Board and no individual has a contractual right to receive any guaranteed benefits.

### **Shares**

There were no shares provided to KMP during the current financial year.

### **Performance Rights**

For the twelve-month period ended 31 December 2024, no performance rights were exercised by directors and other key management personnel.

No performance rights were issued by the Company to directors and other key management personnel during 2024.

Following consolidation of the 11,250,000 performance rights outstanding at consolidation date (5 September 2024), the post-consolidation number of 450,000 performance rights expired or were forfeited, due to the expiry date for class TIPR24, and the impossibility of reaching the milestones required to vest for class TIPR25.

At the signing of this report the Company has nil (31 December 2023: 11,250,000) performance rights outstanding to directors and other key management personnel.

Further information on the performance rights is set out in Note 18 to the financial statements.

## **G Equity Instruments Issued on Exercise of Remuneration Options, Performance Rights and Performance Shares**

During the 12-month period ended 31 December 2024, no performance rights were exercised by directors and other key management personnel (12-month period ended 31 December 2023: 7,875,000 performance rights were exercised by directors and other key management personnel).

At the signing of this report the Company has nil (12-month period ended 31 December 2023: 11,250,000) performance rights outstanding to directors and KMP.

No remuneration options were exercised during the financial year.

## **H Voting and Comments made at the Company's 2024 Annual General Meeting ('AGM')**

At the 2024 AGM, 98.53% of the votes received supported the adoption of the Remuneration Report for the year ended 31 December 2023. The Company did not receive any specific feedback at the AGM or throughout the year on its remuneration practices.

## **I Loans with KMP**

There were no loans made to any KMP during the 12-month period ended 31 December 2024 (12-month period ended 31 December 2023: nil).

## **J Other Transactions with KMP**

During the year ended 31 December 2024, the Group made fee payments of \$103,818 (year ended 31 December 2023: \$72,036) to McRae Investments, an entity related to Director Stephen Quantrill, MASQ Group Pty Ltd, an entity related to Director Stephen Quantrill and CFO/Company Secretary Abby Macnish Niven and CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish Niven.

The payments to McRae Investments were for rental of office space and shared facilities (\$37,561). The payments to MASQ Group Pty Ltd were for rental of office space (\$30,249) and the payments to CAMS Advisory Pty Ltd were for accounting services and travel expenses (\$36,008).

All transactions were on normal terms and conditions.

*End of Remuneration Report.*

This report is made in accordance with a resolution of directors.



Mr David Chapman  
**Non-Executive Chair**

Perth, Western Australia  
28 March 2025

## AUDITOR'S INDEPENDENCE DECLARATION

As lead auditor for the audit of the consolidated financial report of Tombador Iron Limited for the year ended 31 December 2024, I declare that to the best of my knowledge and belief, there have been no contraventions of:

- a) the auditor independence requirements of the *Corporations Act 2001* in relation to the audit; and
- b) any applicable code of professional conduct in relation to the audit.



**Perth, Western Australia**  
**28 March 2025**

**D B Healy**  
**Partner**

**h**lb**.com.au**

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# CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

For the year ended 31 December 2024

|                                                                                               | Note | 12 months ended<br>31 December 2024<br>\$ | 12 months ended<br>31 December 2023<br>\$ |
|-----------------------------------------------------------------------------------------------|------|-------------------------------------------|-------------------------------------------|
| <b>CONTINUING OPERATIONS</b>                                                                  |      |                                           |                                           |
| Royalty revenue                                                                               | 2    | 1,293,677                                 | 166,638                                   |
| Interest income                                                                               | 2    | 170,139                                   | 178,020                                   |
| Salaries and wages                                                                            |      | (585,540)                                 | (1,104,130)                               |
| Consulting and legal fees                                                                     |      | (555,937)                                 | (282,420)                                 |
| Share based payments reversal/(expense)                                                       | 18   | 179,930                                   | (297,826)                                 |
| Registry and listing fees                                                                     |      | (91,443)                                  | (93,400)                                  |
| Rent and variable outgoings                                                                   |      | (36,585)                                  | (25,523)                                  |
| Insurance                                                                                     |      | (122,564)                                 | (32,270)                                  |
| Business development                                                                          |      | (499,909)                                 | (443,727)                                 |
| Administration and other expenses                                                             |      | (237,597)                                 | (441,840)                                 |
| Foreign currency gains/(losses)                                                               |      | (480,652)                                 | (18,011)                                  |
| Depreciation expense                                                                          |      | (6,699)                                   | (13,041)                                  |
| <b>Loss before income tax</b>                                                                 |      | <b>(973,180)</b>                          | <b>(2,407,530)</b>                        |
| Income tax expense                                                                            | 3    | -                                         | -                                         |
| <b>Loss after tax for the year from continuing operations</b>                                 |      | <b>(973,180)</b>                          | <b>(2,407,530)</b>                        |
| <b>DISCONTINUED OPERATIONS</b>                                                                |      |                                           |                                           |
| Loss before income tax from discontinued operations                                           |      | (212,356)                                 | (16,700,318)                              |
| Income tax expense                                                                            | 3    | -                                         | (1,340,119)                               |
| <b>Loss after tax for the year from discontinued operations</b>                               |      | <b>(212,356)</b>                          | <b>(18,040,437)</b>                       |
| <b>Total net loss after income tax</b>                                                        |      | <b>(1,185,536)</b>                        | <b>(20,447,967)</b>                       |
| <b>Other comprehensive income</b>                                                             |      |                                           |                                           |
| <i>Items that may be reclassified subsequently to profit or loss:</i>                         |      |                                           |                                           |
| Exchange differences on translating foreign operations                                        |      | 612,179                                   | (2,943,970)                               |
| Other comprehensive income/(loss) for the year, net of tax                                    |      | <b>612,179</b>                            | <b>(2,943,970)</b>                        |
| <b>Total comprehensive loss for year</b>                                                      |      | <b>(573,357)</b>                          | <b>(23,391,937)</b>                       |
| <b>Loss attributable to members of the parent entity</b>                                      |      |                                           |                                           |
| Loss per share from Continuing Operations attributable to the owners of Tombador Iron Limited |      |                                           |                                           |
| Basic and diluted loss per share (post-consolidation) (cents)                                 | 9    | (1.13)                                    | (2.80)                                    |
| Loss per share attributable to the owners of Tombador Iron Limited                            |      |                                           |                                           |
| Basic and diluted loss per share (post-consolidation) (cents)                                 | 9    | (1.37)                                    | (23.76)                                   |

The above consolidated statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes.





# CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at 31 December 2024

|                                  | Note | 31 December 2024<br>\$ | 31 December 2023<br>\$ |
|----------------------------------|------|------------------------|------------------------|
| <b>Current Assets</b>            |      |                        |                        |
| Cash and cash equivalents        | 4a   | 10,809,687             | 8,616,606              |
| Trade and other receivables      | 4b   | 2,304,237              | 5,674,491              |
| Other assets                     | 5    | 55,454                 | 58,917                 |
| <b>Total Current Assets</b>      |      | <b>13,169,378</b>      | <b>14,350,014</b>      |
| <b>Non-Current Assets</b>        |      |                        |                        |
| Property, plant, and equipment   | 6    | 6,876                  | 13,575                 |
| <b>Total Non-Current Assets</b>  |      | <b>6,876</b>           | <b>13,575</b>          |
| <b>Total Assets</b>              |      | <b>13,176,254</b>      | <b>14,363,589</b>      |
| <b>Current Liabilities</b>       |      |                        |                        |
| Trade and other payables         | 4c   | 750,925                | 1,184,973              |
| <b>Total Current Liabilities</b> |      | <b>750,925</b>         | <b>1,184,973</b>       |
| <b>Total Liabilities</b>         |      | <b>750,925</b>         | <b>1,184,973</b>       |
| <b>Net Assets</b>                |      | <b>12,425,329</b>      | <b>13,178,616</b>      |
| <b>Equity</b>                    |      |                        |                        |
| Share Capital                    | 7    | 36,471,957             | 36,471,957             |
| Reserves                         | 8    | 1,626,122              | 1,193,873              |
| Accumulated losses               |      | (25,672,750)           | (24,487,214)           |
| <b>Total Equity</b>              |      | <b>12,425,329</b>      | <b>13,178,616</b>      |

The above consolidated statement of financial position should be read in conjunction with the accompanying notes.



## CONSOLIDATED STATEMENT OF CHANGES OF EQUITY

For the year ended 31 December 2024

|                                                              | Share Capital     | Accumulated Losses  | Foreign Currency Translation Reserve | Share-based Payment Reserve | Total Equity        |
|--------------------------------------------------------------|-------------------|---------------------|--------------------------------------|-----------------------------|---------------------|
|                                                              | \$                | \$                  | \$                                   | \$                          | \$                  |
| <b>Balance at 1 January 2023</b>                             | <b>36,471,957</b> | <b>(4,039,247)</b>  | <b>2,715,985</b>                     | <b>1,124,032</b>            | <b>36,272,727</b>   |
| Loss for the period                                          | -                 | (20,447,967)        | -                                    | -                           | (20,447,967)        |
| Other comprehensive loss                                     | -                 | -                   | (2,943,970)                          | -                           | (2,943,970)         |
| <b>Total comprehensive loss for the period</b>               | <b>-</b>          | <b>(20,447,967)</b> | <b>(2,943,970)</b>                   | <b>-</b>                    | <b>(23,391,937)</b> |
| <i>Transactions with owners in their capacity as owners:</i> |                   |                     |                                      |                             |                     |
| Share-based payments expense                                 | -                 | -                   | -                                    | 297,826                     | 297,826             |
| <b>Balance at 31 December 2023</b>                           | <b>36,471,957</b> | <b>(24,487,214)</b> | <b>(227,985)</b>                     | <b>1,421,858</b>            | <b>13,178,616</b>   |
| Loss for the period                                          | -                 | (1,185,536)         | -                                    | -                           | (1,185,536)         |
| Other comprehensive income                                   | -                 | -                   | 612,179                              | -                           | 612,179             |
| <b>Total comprehensive (loss)/income for the period</b>      | <b>-</b>          | <b>(1,185,536)</b>  | <b>612,179</b>                       | <b>-</b>                    | <b>(573,357)</b>    |
| <i>Transactions with owners in their capacity as owners:</i> |                   |                     |                                      |                             |                     |
| Share-based payments reversal                                | -                 | -                   | -                                    | (179,930)                   | (179,930)           |
| <b>Balance at 31 December 2024</b>                           | <b>36,471,957</b> | <b>(25,672,750)</b> | <b>384,194</b>                       | <b>1,241,928</b>            | <b>12,425,329</b>   |

The above consolidated statement of changes in equity should be read in conjunction with the accompanying notes.



## CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended 31 December 2024

|                                                             | Note      | 12 months ended<br>31 December 2024<br>\$ | 12 months ended<br>31 December 2023<br>\$ |
|-------------------------------------------------------------|-----------|-------------------------------------------|-------------------------------------------|
| <b>Cash flows from operating activities</b>                 |           |                                           |                                           |
| Receipts from customers and government grants               |           | -                                         | 68,429,345                                |
| Payments to suppliers and employees                         |           | (2,560,159)                               | (54,694,658)                              |
| Receipts from other income                                  |           | 170,139                                   | 157,420                                   |
| Interest expense                                            |           | -                                         | (890,454)                                 |
| Income tax paid                                             |           | -                                         | (2,154,356)                               |
| Royalty payments                                            |           | 1,049,893                                 | (3,511,466)                               |
| <b>Net cash (outflow)/inflow from operating activities</b>  | <b>10</b> | <b>(1,340,127)</b>                        | <b>7,335,831</b>                          |
| <b>Cash flows from investing activities</b>                 |           |                                           |                                           |
| Proceeds from disposal of subsidiaries                      |           | 2,676,000                                 | -                                         |
| Payment for plant and equipment                             |           | -                                         | (10,553,275)                              |
| <b>Net cash inflow/(outflow) from investing activities</b>  |           | <b>2,676,000</b>                          | <b>(10,553,275)</b>                       |
| <b>Cash flows from financing activities</b>                 |           |                                           |                                           |
| Repayment of lease liabilities                              |           | -                                         | (2,759,284)                               |
| <b>Net cash outflow from financing activities</b>           |           | <b>-</b>                                  | <b>(2,759,284)</b>                        |
| <b>Net increase/(decrease) in cash and cash equivalents</b> |           | <b>1,335,873</b>                          | <b>(5,976,728)</b>                        |
| Cash and cash equivalents at the start of the period        |           | 8,616,606                                 | 14,182,028                                |
| Exchange rate adjustment                                    |           | 857,208                                   | 411,306                                   |
| <b>Cash and cash equivalents at the end of the period</b>   |           | <b>10,809,687</b>                         | <b>8,616,606</b>                          |

The above consolidated statement of cash flows should be read in conjunction with the accompanying notes.



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## Contents of the notes to the financial statements

### How numbers are calculated:

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## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### How our numbers are calculated:

This section provides additional information about those individual line items in the financial statements that the directors consider most relevant in the context of the operation of the Group, including:

- Accounting policies that are relevant for an understanding of the items recognised in the financial statements. These cover situations where the accounting standards either allow a choice or do not deal with the particular type of transaction.
  - Analysis, including segment information.
  - Information about estimates and judgements made in relation to particular items.
1. Segment information
  2. Revenue
  3. Taxation
  4. Financial assets and financial liabilities
  5. Other assets
  6. Plant and equipment
  7. Share capital
  8. Reserves
  9. Earnings per share
  10. Cash flow information

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## 1. Segment information

The Group is organised into three operating segments:

- Corporate segment in Australia (Tombador Iron Limited)
- Corporate segment in Singapore (Tombador Iron Singapore Pte Limited)
- Tombador Iron Ore Project in Brazil (Tombador Iron Mineracao Ltda) which was sold in December 2023 and now reported in discontinued operations.

Operating segments are reported in a manner that is consistent with the internal reporting provided to the chief operating decision maker. The chief operating decision-maker has been identified as the Board of Directors of Tombador Iron Limited. The following table presents the revenue, results and certain asset and liability information regarding the segment information provided to the Board of Directors for the year ended 31 December 2024.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### 1. Segment information

|                                                             | Australia<br>\$ | Singapore<br>\$ | Discontinued<br>\$ | Consolidated<br>\$  |
|-------------------------------------------------------------|-----------------|-----------------|--------------------|---------------------|
| <b>Segment performance 12 months ended 31 December 2024</b> |                 |                 |                    |                     |
| Revenue                                                     | -               | -               | -                  | -                   |
| Royalty revenue                                             | -               | 1,293,677       | -                  | <b>1,293,677</b>    |
| Other income                                                | 170,139         | -               | -                  | <b>170,139</b>      |
| Profit/(Loss) before tax                                    | (1,458,822)     | 485,642         | (212,356)          | <b>(1,185,536)</b>  |
| Profit/(Loss) after tax                                     | (1,458,822)     | 485,642         | (212,356)          | <b>(1,185,536)</b>  |
| Depreciation                                                | (6,699)         | -               | -                  | <b>(6,699)</b>      |
| <b>Segment performance 12 months ended 31 December 2023</b> |                 |                 |                    |                     |
| Revenue                                                     | -               | -               | 63,061,171         | <b>63,061,171</b>   |
| Royalty revenue                                             | -               | 166,638         | -                  | <b>166,638</b>      |
| Other income                                                | 178,020         | -               | 300,068            | <b>478,088</b>      |
| Profit/(Loss) before tax                                    | (2,188,178)     | (219,352)       | (16,700,318)       | <b>(19,107,848)</b> |
| Profit/(Loss) after tax                                     | (2,188,178)     | (219,352)       | (18,040,437)       | <b>(20,447,967)</b> |
| Depreciation                                                | (2,737)         | (10,304)        | (4,427,147)        | <b>(4,440,188)</b>  |
| Finance cost                                                | -               | -               | (1,897,546)        | <b>(1,897,546)</b>  |

|                               | Australia<br>\$ | Singapore<br>\$ | Elimination<br>\$ | Consolidated<br>\$ |
|-------------------------------|-----------------|-----------------|-------------------|--------------------|
| <b>As at 31 December 2024</b> |                 |                 |                   |                    |
| Segment Assets                | 21,733,355      | 7,581,885       | (16,138,986)      | <b>13,176,254</b>  |
| Segment Liabilities           | 724,611         | 26,314          | -                 | <b>750,925</b>     |
| <b>As at 31 December 2023</b> |                 |                 |                   |                    |
| Segment Assets                | 13,990,781      | 5,305,556       | (4,932,748)       | <b>14,363,589</b>  |
| Segment Liabilities           | 812,165         | 372,808         | -                 | <b>1,184,973</b>   |



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## 2. Revenue and Income

|                 | Consolidated Entity              |                                  |
|-----------------|----------------------------------|----------------------------------|
|                 | 12 months ended 31 December 2024 | 12 months ended 31 December 2023 |
|                 | \$                               | \$                               |
| Royalty revenue | 1,293,677                        | 166,638                          |
| Interest income | 170,139                          | 178,020                          |

Revenue is measured at the fair value of the consideration received or receivable.

### Royalty revenue

The Group receives royalty revenue from PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA (PJI) of 4.25% on gross revenue from iron ore sales of direct ship ores from the Tombador Iron project, based on the agreed sale agreement.

The Group recognises royalty revenue when iron ore is sold by PJI under customer contracts (the Group is not a party to these contracts).

Practically, the Group is provided with periodic communication from PJI about the quantities of iron ore sold and the amounts invoiced. Revenue from royalty arrangements is measured each period based on the agreed terms of the royalty arrangement.

### Interest income

Interest income is recognised on an accruals basis based on the interest rate, deposited amount and time which lapses before the reporting period end date.





# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## 3. Taxation

|                                                                                                                                                                   | Consolidated Entity                             |                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
|                                                                                                                                                                   | 12 months<br>ended 31<br>December<br>2024<br>\$ | 12 months<br>ended 31<br>December<br>2023<br>\$ |
| <b>Tax Expense</b>                                                                                                                                                |                                                 |                                                 |
| Current tax expense                                                                                                                                               | -                                               | 1,340,119                                       |
| Deferred tax expense                                                                                                                                              | -                                               | -                                               |
| Total income tax expense                                                                                                                                          | -                                               | 1,340,119                                       |
| Income tax expense is attributable to:                                                                                                                            |                                                 |                                                 |
| Profit/(loss) from continuing operations                                                                                                                          | -                                               | -                                               |
| Profit/(loss) from discontinuing operations                                                                                                                       | -                                               | 1,340,119                                       |
|                                                                                                                                                                   | -                                               | 1,340,119                                       |
| <b>The prima facie income tax expense on pre-tax accounting loss from operations reconciles to the income tax expense in the financial statements as follows:</b> |                                                 |                                                 |
| Loss from continuing operations before income tax expense                                                                                                         | (973,180)                                       | (2,407,530)                                     |
| Loss from discontinuing operations before income tax expense                                                                                                      | (212,356)                                       | (16,700,318)                                    |
| Accounting profit/(loss) before income tax                                                                                                                        | (1,185,536)                                     | (19,107,848)                                    |
| Income tax benefit calculated at 30% (31 December 2023:30%)                                                                                                       | (355,661)                                       | (5,732,354)                                     |
| Tax effect of amounts which are not deductible/(taxable) in calculating taxable income                                                                            |                                                 |                                                 |
| Non-deductible expenses                                                                                                                                           | 61,284                                          | 7,819,383                                       |
| Other assessable income                                                                                                                                           | 319,795                                         | -                                               |
| Current year tax losses not recognised                                                                                                                            | 137,494                                         | 767,155                                         |
| Non-assessable income                                                                                                                                             | (50,264)                                        | -                                               |
| Effect of tax in foreign jurisdictions                                                                                                                            | -                                               | (1,299,063)                                     |
| Movement in unrecognised temporary differences                                                                                                                    | (13,703)                                        | (10,300)                                        |
| Deductible equity raising costs                                                                                                                                   | (98,945)                                        | (204,702)                                       |
| <b>Income tax expense</b>                                                                                                                                         | -                                               | <b>1,340,119</b>                                |
| <b>Continuing operations</b>                                                                                                                                      | -                                               | -                                               |
| <b>Discontinued operations</b>                                                                                                                                    | -                                               | <b>1,340,119</b>                                |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### Deferred tax balances

For the year to 31 December 2024, net deferred tax assets of \$2,514,048 (31 December 2023: \$3,203,026) have not been recognised in terms of AASB112 Income Taxes. The Group does not currently have foreseeable future taxable profits against which the deductible temporary differences and unused tax losses comprising this net deferred tax amount may be utilised.

|                                                                                                        | Consolidated Entity                                    |                                                        |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
|                                                                                                        | 12 months ended<br>31 December<br>2024<br>\$<br>30.00% | 12 months ended<br>31 December<br>2023<br>\$<br>30.00% |
| <b>Recognised deferred tax assets and liabilities</b>                                                  |                                                        |                                                        |
| <b>Deferred tax assets</b>                                                                             |                                                        |                                                        |
| Employee provisions                                                                                    | 4,213                                                  | 4,073                                                  |
| Other provisions and accruals                                                                          | 2,498                                                  | -                                                      |
|                                                                                                        | <u>6,711</u>                                           | <u>4,073</u>                                           |
| Set-off of deferred tax liabilities                                                                    | (6,711)                                                | (4,073)                                                |
| Net deferred tax assets                                                                                | <u>-</u>                                               | <u>-</u>                                               |
| <b>Deferred tax liabilities</b>                                                                        |                                                        |                                                        |
| Prepayments                                                                                            | (4,648)                                                | -                                                      |
| Plant & equipment                                                                                      | (2,063)                                                | (4,073)                                                |
| Gross deferred tax liabilities                                                                         | <u>(6,711)</u>                                         | <u>(4,073)</u>                                         |
| Set-off of deferred tax liabilities                                                                    | <u>6,711</u>                                           | <u>4,073</u>                                           |
| <b>Net deferred tax liabilities</b>                                                                    | <u>-</u>                                               | <u>-</u>                                               |
| <b>Unused tax losses and temporary differences for which no deferred tax asset has been recognised</b> |                                                        |                                                        |
| Deferred tax assets have not been recognised in respect of the following using corporate tax rates of: | 30.00%                                                 | 30.00%                                                 |
| Deductible temporary differences                                                                       | 156,828                                                | 270,366                                                |
| Tax revenue losses                                                                                     | 2,320,589                                              | 2,896,029                                              |
| Tax capital losses                                                                                     | 36,631                                                 | 36,631                                                 |
| <b>Total unrecognised deferred tax assets</b>                                                          | <u><b>2,514,048</b></u>                                | <u><b>3,203,026</b></u>                                |

The corporate tax rates on both recognised and unrecognised deferred tax assets and deferred tax liabilities have been calculated with respect to the tax rate that is expected to apply in the year the deferred tax asset is realised or the liability is settled.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## Accounting policy

### Deferred income tax

Deferred income tax is provided on all temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Deferred tax assets and liabilities are not recognised if the temporary differences giving rise to them arise from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither accounting nor taxable profit or loss; or are associated with investments and loans in controlled entities and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability settled, based on tax rates (and laws) that have been enacted or substantively enacted at the reporting date.

Current and deferred taxes attributable to amounts recognised directly in equity are also recognised directly in equity and not in the statement of profit or loss.

Deferred tax assets and liabilities are offset only if a legally enforceable right exists to set off tax assets against tax liabilities and the deferred tax assets and liabilities relate to the same taxation authority.

### Income tax

The income tax expense/(benefit) for the year comprises current income tax expense/(income) and deferred tax expense/(income). Current income tax expense charged to the statement of profit or loss and other comprehensive income is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at reporting date. Current tax liabilities/(assets) are therefore measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## 4. Financial assets and financial liabilities

The Group holds the following financial instruments:

|                                    |           | Consolidated Entity |                  |
|------------------------------------|-----------|---------------------|------------------|
|                                    |           | 31 December 2024    | 31 December 2023 |
|                                    |           | \$                  | \$               |
| <b>Financial assets</b>            |           |                     |                  |
| Financial assets at amortised cost |           |                     |                  |
| Cash and cash equivalents          | <b>4a</b> | 10,809,687          | 8,616,606        |
| Trade and other receivables        | <b>4b</b> | 2,304,237           | 5,674,491        |
| <b>Financial liabilities</b>       |           |                     |                  |
| Liabilities at amortised cost      |           |                     |                  |
| Trade and other payables           | <b>4c</b> | 750,925             | 1,184,973        |

### a) Cash and cash equivalents

For the purpose of the cash flow statement, cash and cash equivalents comprise the following:

|                          |  | Consolidated Entity |                  |
|--------------------------|--|---------------------|------------------|
|                          |  | 31 December 2024    | 31 December 2023 |
|                          |  | \$                  | \$               |
| Cash at bank and on hand |  | 10,809,687          | 8,616,606        |

Cash and cash equivalents comprise cash on hand which are subject to an insignificant risk of changes in value.

### Accounting policy

Cash and short-term deposits in the statement of financial position comprise cash at bank and on hand and short-term deposits with an original maturity period of three months or less.

For the purposes of the cash flow statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts, if any.

### b) Trade and other receivables

|                            |  | Consolidated Entity |                  |
|----------------------------|--|---------------------|------------------|
|                            |  | 31 December 2024    | 31 December 2023 |
|                            |  | \$                  | \$               |
| <b>Current</b>             |  |                     |                  |
| Subsidiary sale receivable |  | -                   | 3,029,861        |
| Tax receivable             |  | 2,127,738           | 2,477,992        |
| Accrued revenue            |  | 176,499             | 166,638          |
|                            |  | <u>2,304,237</u>    | <u>5,674,491</u> |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

The Directors consider that the carrying amount of trade and other receivables approximates their fair value. All amounts are considered short term, and none are past due.

The amounts represent assets for goods and services provided by the Group prior to the end of financial year which are unpaid. Trade and other receivables are presented as current assets unless payment is not due within 12 months.

### Accounting policy

#### *Initial recognition and measurement and subsequent measurement*

Financial assets with the exception of cash and cash equivalents are classified, at initial recognition, and subsequently measured at amortised cost. For purpose of subsequent measurement, the Group's financial assets with the exception of cash and cash equivalents comprise fully of financial assets at amortised cost (debt instruments).

The Group measures financial assets at amortised cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at amortised cost are subsequently measured using the effective interest rate (EIR) method and are subject to impairment. Interest received is recognised as part of finance income in the statement of profit or loss and other comprehensive income. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired. The Group's financial assets at amortised cost include trade receivables (not subject to provisional pricing) and other receivables.

#### *Impairment of financial assets*

The Group recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Group expects to receive, discounted at an approximation of the original effective interest rate. ECLs are recognised in two stages:

- For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (12-month ECL).
- For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure, irrespective of the timing of the default (lifetime ECL).

For trade receivables (not subject to provisional pricing) and other receivables due in less than 12 months, the Group applies the simplified approach in calculating ECLs. Therefore, the Group does not track changes in credit risk, but instead, recognises a loss allowance based on the financial asset's lifetime ECL at each reporting date.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

When there has been a significant increase in credit risk since origination, the allowance will be based on the lifetime ECL. When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment including forward-looking information. The Group considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the Group may also consider a financial asset to be in default when internal or external information indicates that the Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows and usually occurs when past due for more than one year and not subject to enforcement activity. No ECL was required based on a review of these factors.

### c) Trade and other payables

|                             | Consolidated Entity |                  |
|-----------------------------|---------------------|------------------|
|                             | 31 December 2024    | 31 December 2023 |
|                             | \$                  | \$               |
| Trade creditors             | 52,798              | 92,449           |
| Accruals and other payables | 698,127             | 1,092,524        |
|                             | <b>750,925</b>      | <b>1,184,973</b> |

The Directors consider that the carrying amount of trade and other payables approximates their fair value. All amounts are considered short term, and none are past due.

The amounts represent liabilities for goods and services provided to the Group prior to the end of financial year which are unpaid. Trade and other payables are presented as current liabilities unless payment is not due within 12 months.

Trade payables are not interest bearing and are stated at their fair value on initial recognition. After initial recognition these are measured at amortised cost using the effective interest method.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### 5. Other assets

|             | Consolidated Entity |                  |
|-------------|---------------------|------------------|
|             | 31 December 2024    | 31 December 2023 |
|             | \$                  | \$               |
| Prepayments | 55,454              | 58,917           |
|             | <b>55,454</b>       | <b>58,917</b>    |

### 6. Plant and equipment

|                           | Consolidated Entity |                  |
|---------------------------|---------------------|------------------|
|                           | 31 December 2024    | 31 December 2023 |
|                           | \$                  | \$               |
| Software and IT equipment | 6,876               | 13,575           |
|                           | <b>6,876</b>        | <b>13,575</b>    |

### Movement in carrying amounts of plant and equipment

|                                    | Software and IT equipment | Consolidated Entity Total |
|------------------------------------|---------------------------|---------------------------|
|                                    | \$                        | \$                        |
| <b>Balance at 1 January 2024</b>   | <b>13,575</b>             | <b>13,575</b>             |
| Depreciation expense               | (6,699)                   | (6,699)                   |
| <b>Balance at 31 December 2024</b> | <b>6,876</b>              | <b>6,876</b>              |
| Cost                               | 19,393                    | 19,393                    |
| Accumulated depreciation           | (12,517)                  | (12,517)                  |
| <b>Balance at 31 December 2024</b> | <b>6,876</b>              | <b>6,876</b>              |

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## Accounting policy

Plant and equipment is stated at historical cost less accumulated depreciation and impairment. Historical cost includes expenditure that is directly attributable to the items. Repairs and maintenance are charged to the profit or loss during the reporting period in which they were incurred.

Once assets are available for use, depreciation is calculated using the straight-line method to allocate asset costs over their estimated useful lives, as follows:

|                           |         |
|---------------------------|---------|
| Software and IT equipment | 5 years |
|---------------------------|---------|

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance date. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with carrying amount. These are included in the Consolidated Statement of Profit or Loss and Other Comprehensive Income.

## Impairment of non-current assets

The Group reviews the carrying value of the assets of each Cash Generating Unit (CGU) at each balance date for indicators of potential impairment or reversal thereof. Where such indicators exist, the Group utilises the approaches under applicable accounting pronouncements for assessment of any impairment expenses or reversals.

As at 31 December 2024, there were no indicators of impairment or impairment reversal present. No impairment expenses or impairment reversals thereof have been recognised during the period (31 December 2023: nil).



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## 7. Share capital

### a) Issued share capital

|                            | 31 December 2024 |            | 31 December 2023 |            |
|----------------------------|------------------|------------|------------------|------------|
|                            | Number           | \$         | Number           | \$         |
| Ordinary shares fully paid | 86,324,684       | 36,471,957 | 2,158,482,373    | 36,471,957 |

### b) Movement in ordinary share capital

| Date       | Details                                           | Number of shares | \$         |
|------------|---------------------------------------------------|------------------|------------|
| 01/01/2023 | Balance at the beginning of the year              | 2,136,982,373    | 36,471,957 |
| 31/05/2023 | Performance shares exercised into ordinary shares | 12,625,000       | -          |
| 10/08/2023 | Performance shares exercised into ordinary shares | 7,625,000        | -          |
| 27/09/2023 | Performance shares exercised into ordinary shares | 875,000          | -          |
| 31/12/2023 | Balance at the end of the year                    | 2,158,107,373    | 36,471,957 |
| 05/09/2024 | Consolidation of shares (1 for 25 shares)         | (2,071,782,689)  | -          |
| 31/12/2024 | Closing balance                                   | 86,324,684       | 36,471,957 |

### Accounting policy

Ordinary shares are classified as equity. Costs directly attributable to the issue of new shares or options are recorded in equity as a deduction, net of tax, from the proceeds.

### Terms and conditions of ordinary shares

Holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders' meetings. In the event of winding up of the Group, ordinary shareholders rank after all other shareholders and creditors are fully entitled to any proceeds of liquidations.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### 8. Reserves

|                                     | Consolidated Entity |                  |
|-------------------------------------|---------------------|------------------|
|                                     | 31 December 2024    | 31 December 2023 |
|                                     | \$                  | \$               |
| Share-based payment reserve         | 1,241,928           | 1,421,858        |
| Foreign current translation reserve | 384,194             | (227,985)        |
|                                     | <b>1,626,122</b>    | <b>1,193,873</b> |

| Movement reconciliation in share-based payment reserve                                                        | Number of options | Number of Performance Rights | \$               |
|---------------------------------------------------------------------------------------------------------------|-------------------|------------------------------|------------------|
| <b>On issue at 31 December 2022</b>                                                                           | <b>19,750,000</b> | <b>31,125,000</b>            | <b>1,124,032</b> |
| Performance shares exercised into ordinary shares                                                             | -                 | (21,125,000)                 | -                |
| Performance rights issued                                                                                     | -                 | 3,750,000                    | -                |
| Options expired                                                                                               | (15,000,000)      | -                            | -                |
| Recognition of share-based payment expense for performance rights issued in previous years                    | -                 | -                            | 297,826          |
| <b>On issue at 31 December 2023</b>                                                                           | <b>4,750,000</b>  | <b>13,750,000</b>            | <b>1,421,858</b> |
| Consolidation of shares (1 for 25 shares)                                                                     | (4,560,000)       | (13,200,000)                 | -                |
| Performance rights expired                                                                                    | -                 | (450,000)                    | -                |
| Reversal of share-based payment expense for performance rights issued in previous years that expired unvested | -                 | -                            | (179,930)        |
| <b>On issue 31 December 2024</b>                                                                              | <b>190,000</b>    | <b>100,000</b>               | <b>1,241,928</b> |

#### Nature and purpose of reserves

##### a) Share-based payment reserve

The share-based payments reserve is used to recognise:

- the grant date fair value of options issued to consultants, employees and directors but not exercised
- the grant date fair value of shares issued to consultants, employees and directors.
- the grant date fair value of performance rights issued to consultants, employees and directors.

##### b) Foreign currency translation reserve

Exchange differences arising on translation of the foreign controlled entity are recognised in other comprehensive income and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed of.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### 9. Earnings per share (EPS)

#### a) Basic and diluted earnings per share

##### i. Basic earnings per share

Basic earnings per share is calculated by dividing the profit/loss attributable to equity holders of the Group excluding any costs of servicing equity other than ordinary shares, by the weighted average number of ordinary shares outstanding during the financial year, adjusted for bonus elements in ordinary shares issued during the year.

##### ii. Diluted earnings per share

Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account the after-tax effect of interest and other financing costs associated with the dilutive potential ordinary shares and the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

Earnings per ordinary share is calculated on the Group's loss after tax of \$1,185,536 and the weighted average number of shares in issue during the year of 86,324,684.

|                                                 | Consolidated Entity                          |                                              |
|-------------------------------------------------|----------------------------------------------|----------------------------------------------|
|                                                 | 12 months ended<br>31 December 2024<br>Cents | 12 months ended<br>31 December 2023<br>Cents |
| <b>Basic loss per share</b>                     |                                              |                                              |
| From continuing operations (2023 – restated)    | (1.13)                                       | (2.80)                                       |
| From discontinuing operations (2023 – restated) | (0.24)                                       | (20.96)                                      |
| Total basic loss per share (2023 – restated)    | (1.37)                                       | (23.76)                                      |
| <b>Diluted loss per share</b>                   |                                              |                                              |
| From continuing operations (2023 – restated)    | (1.13)                                       | (2.80)                                       |
| From discontinuing operations (2023 – restated) | (0.24)                                       | (20.96)                                      |
| Total diluted loss per share (2023 – restated)  | (1.37)                                       | (23.76)                                      |

\* The 2023 loss per share was restated for the 25 to 1 share consolidation.

#### b) Reconciliations of loss used in calculating loss per share

|                               | Consolidated Entity                       |                                           |
|-------------------------------|-------------------------------------------|-------------------------------------------|
|                               | 12 months ended<br>31 December 2024<br>\$ | 12 months ended<br>31 December 2023<br>\$ |
| From continuing operations    | (973,180)                                 | (2,407,529)                               |
| From discontinuing operations | (212,356)                                 | (18,040,437)                              |
|                               | <u>(1,185,536)</u>                        | <u>(20,447,966)</u>                       |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### c) Weighted average number of shares used as the denominator

The weighted average number of shares in issue for the purpose of calculating basic and diluted earnings per share and basic and diluted adjusted earnings per share are as follows:

|                                                                                                                      | 12 months ended<br>31 December 2024 | 12 months ended<br>31 December 2023 |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <b>Weighted average number of shares on issue</b>                                                                    |                                     |                                     |
| Weighted average number of ordinary shares used as the denominator in calculating basic and diluted profit per share | 86,324,684                          | 86,102,799                          |

### 10. Cash flow information

|                                                                                                             | Consolidated Entity                 |                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                             | 12 months ended<br>31 December 2024 | 12 months ended<br>31 December 2023 |
|                                                                                                             | \$                                  | \$                                  |
| Reconciliation of cash flows from operating activities with loss from ordinary activities after income tax: |                                     |                                     |
| Loss after tax for the period                                                                               | (1,185,536)                         | (20,447,966)                        |
| Adjusted for non-cash items:                                                                                |                                     |                                     |
| Depreciation                                                                                                | 6,699                               | 4,440,187                           |
| Share-based payment (reversal)/expense                                                                      | (179,930)                           | 297,826                             |
| Foreign currency losses                                                                                     | 480,652                             | -                                   |
| Non-cash interest accretion on rehabilitation provision                                                     | -                                   | 294,867                             |
| Loss/(gain) on lease modifications                                                                          | -                                   | 1,536,749                           |
| Loss on sale of disposed subsidiary                                                                         | -                                   | 17,882,589                          |
| Changes in assets and liabilities:                                                                          |                                     |                                     |
| (Increase)/Decrease in trade and other receivables                                                          | (31,427)                            | 4,052,203                           |
| Decrease/(Increase) in other assets                                                                         | 3,463                               | (1,082,439)                         |
| (Increase) in inventory                                                                                     | -                                   | 1,879,306                           |
| (Decrease) in trade and other payables                                                                      | (434,048)                           | (1,470,988)                         |
| (Decrease) in provisions                                                                                    | -                                   | (46,503)                            |
| <b>Net cash (outflows)/inflows from operating activities</b>                                                | <b>(1,340,127)</b>                  | <b>7,335,831</b>                    |



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## *Managing risk:*

This section of the notes discusses the Group's exposure to various risks and shows how these could affect the Group's financial position and performance:

11. Critical estimates and judgements
12. Financial risk management
13. Capital management

### **11. Critical estimates and judgements**

The preparation of financial statements requires the use of accounting estimates which, by definition seldom equal the actual results. Management also needs to exercise judgement in applying the Group's accounting policies. This note provides an overview of the areas that involved a higher degree of judgement or complexity, and of items which are more likely to be sensitive to changes in estimates and assumptions. Detailed information about each of these estimates and judgements is included in other notes together with information about the basis of calculation for each affected line item in the financial statements. In addition, this note also explains where there have been actual adjustments this year as a result of an error and of changes to previous estimates.

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that may have a financial impact on the entity and that are believed to be reasonable under the circumstances. The Group makes estimates and assumptions concerning the future. The resulting accounting estimates and judgements may differ from the related actual results and may have a significant effect on the carrying amount of assets and liabilities within the next financial year and on the amounts recognised in the financial statements. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the financial year are discussed below.

#### **Share-based payments**

The Group makes equity settled share-based payments to parties, including directors, which are measured at fair value at the date of grant and expensed on a straight line basis over the vesting period, based on the Group's estimate of shares that will eventually vest. The fair values are determined using the relevant option pricing models or the market price of the Group's shares on measurement date. Vesting assumptions are reviewed during each reporting period to ensure they reflect current expectations (refer Note 18).



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## 12. Financial risk management

The Group's activities expose it to a variety of financial risks: market risk (including foreign exchange risk and interest rate risk), credit risk and liquidity risk. The Group's overall risk management programme focuses on the unpredictability of the financial markets and seeks to minimise potential adverse effects on the financial performance of the Group. The Group uses different methods to measure and manage different types of risks to which it is exposed.

These include monitoring levels of exposure to interest rate and foreign exchange risk and assessments of market forecasts for interest rate and foreign exchange prices. Ageing analysis and monitoring of specific credit allowances are undertaken to manage credit risk. Liquidity risk is monitored through the development of future cash flow forecasts.

Risk management is carried out by Management and overseen by the Board of Directors with assistance from suitably qualified external advisors.

The main risks arising for the Group are foreign exchange risk, interest rate risk, credit risk and liquidity risk. The Board reviews and agrees policies for managing each of these risks and they are summarised below.

The carrying values of the Group's financial instruments are as follows:

|                                    |           | Consolidated Entity |                  |
|------------------------------------|-----------|---------------------|------------------|
|                                    |           | 31 December 2024    | 31 December 2023 |
|                                    |           | \$                  | \$               |
| <b>Financial assets</b>            |           |                     |                  |
| Financial assets at amortised cost |           |                     |                  |
| Cash and cash equivalents          | <b>4a</b> | 10,809,687          | 8,616,606        |
| Trade and other receivables        | <b>4b</b> | 2,304,237           | 5,674,491        |
| <b>Financial liabilities</b>       |           |                     |                  |
| Liabilities at amortised cost      |           |                     |                  |
| Trade and other payables           | <b>4c</b> | 750,925             | 1,184,973        |



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## a) Market risk

### i. Foreign exchange risk

The Group's exposure to foreign currency risk at the end of the reporting period, expressed in Australian dollars, was as follows:

|                           | 31 December 2024 |                  | 31 December 2023 |                  |
|---------------------------|------------------|------------------|------------------|------------------|
|                           | USD              | BRL              | USD              | BRL              |
| Cash and cash equivalents | 5,277,649        | -                | 7,072,274        | -                |
| Receivables               | -                | 2,304,237        | -                | 5,674,491        |
| Trade Payables            | (26,323)         | -                | (18,509)         | -                |
| Other Payables            | -                | -                | (5,691)          | (348,617)        |
|                           | <b>5,251,326</b> | <b>2,304,237</b> | <b>7,048,074</b> | <b>5,325,874</b> |

### Sensitivity

As shown in the table above, the Group is primarily exposed to changes in USD/AUD and BRL/AUD exchange rates. The sensitivity of profit or loss to changes in the exchange rates arises mainly from BRL-denominated expense in Tombador Iron Mineracao Ltda and USD cash held in Tombador Iron Singapore Pte Ltd.

|                                       | Impact on post-tax profit (loss) |                  |
|---------------------------------------|----------------------------------|------------------|
|                                       | 31 December 2024                 | 31 December 2023 |
|                                       | \$                               | \$               |
| BRL/AUD exchange rate - increase 10%* | (211,478)                        | (465,020)        |
| BRL/AUD exchange rate - decrease 10%* | 253,580                          | 578,140          |
| USD/AUD exchange rate – increase 10%* | (47,796)                         | (22,956)         |
| USD/AUD Exchange rate decrease 10%*   | 58,418                           | 28,058           |
| *Holding all other variables constant |                                  |                  |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### ii. Interest rate risk

The Group is exposed to interest rate risk, which is the risk that a financial instrument's value will fluctuate as a result of changes in the market interest rates on interest bearing financial instruments. The Group's exposure to this risk relates primarily to the Group's cash and any cash on deposit. The Group does not use derivatives to mitigate these exposures. The Group manages its exposure to interest rate risk by holding certain amounts of cash in fixed and floating interest rate facilities. At the reporting date, the interest rate profile of the Group's interest-bearing financial instruments was:

|                           | 12 months ended<br>31 December 2024  |            | 12 months ended<br>31 December 2024  |           |
|---------------------------|--------------------------------------|------------|--------------------------------------|-----------|
|                           | Weighted<br>average<br>interest rate | Balance    | Weighted<br>average interest<br>rate | Balance   |
|                           |                                      | \$         |                                      | \$        |
| Cash and cash equivalents | 2.41%                                | 10,809,687 | 0.76%                                | 8,616,606 |

### Sensitivity

Within the analysis, consideration is given to potential renewals of existing positions and the mix of fixed and variable interest rates. The following sensitivity analysis is based on the interest rate risk exposures in existence at the reporting date. The 1% increase and 1% decrease in rates is based on reasonably expected possible changes over a financial year.

For the year ended 31 December 2024, if interest rates had moved, as illustrated in the table below, with all other variables held constant, profit and equity would have been affected as follows:

| <i>Judgements of reasonably possible movements:</i> | Profit<br>higher/(lower)            | Profit<br>higher/(lower)            |
|-----------------------------------------------------|-------------------------------------|-------------------------------------|
|                                                     | 12 months ended<br>31 December 2024 | 12 months ended<br>31 December 2023 |
|                                                     | \$                                  | \$                                  |
| + 1.0% (100 basis points)                           | 108,097                             | 86,166                              |
| - 1.0% (100 basis points)                           | (108,097)                           | (86,166)                            |





# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

## b) Credit risk

Credit risk is the risk that a third party might fail to fulfil its performance obligations under the terms of a financial instrument. Credit risk arises from cash and cash equivalents and receivables.

As at 31 December 2024, the Group is unaware of any information which would cause it to believe that these financial assets are not fully recoverable.

## c) Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to its reputation.

The Group manages liquidity risk by maintaining adequate cash reserves from funds raised in the market and by continuously monitoring forecast and actual cash flows. The Group does not have any external borrowings.

The following are the undiscounted contractual maturities of financial liabilities:

|                          | 1 year or less<br>\$ | 1-5 years<br>\$ | > 5 years<br>\$ | Total<br>\$      |
|--------------------------|----------------------|-----------------|-----------------|------------------|
| <b>31 December 2024</b>  |                      |                 |                 |                  |
| Trade and other payables | 750,925              | -               | -               | <b>750,925</b>   |
| <b>31 December 2023</b>  |                      |                 |                 |                  |
| Trade and other payables | 1,184,973            | -               | -               | <b>1,184,973</b> |

## 13. Capital management

The Group defines capital as the total equity attributable to common shareholders. Capital is managed by the Group's management and governed by the Board of Directors. The Group is not subject to any externally imposed capital requirements.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### Group structure:

This section provides information that will help users understand how the Group structure affects the financial position and performance of the Group as a whole. In particular, there is information about changes to the structure that occurred during the year.

A list of subsidiaries is provided in note 14.

### 14. Interest in subsidiaries

#### 14. Interest in subsidiaries

The consolidated financial statements incorporate the assets, liabilities, and results of the following subsidiaries in accordance with the accounting policy described below:

| Name of entity                  |           | Country of incorporation | Equity holding <sup>1</sup><br>12 months ended<br>31 December 2024 | Equity holding <sup>1</sup><br>12 months ended 31<br>December 2023 |
|---------------------------------|-----------|--------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| <b>Legal Parent</b>             |           |                          |                                                                    |                                                                    |
| Tombador Iron Limited           | Corporate | Australia                |                                                                    |                                                                    |
| <b>Legal Subsidiaries</b>       |           |                          |                                                                    |                                                                    |
| Tombador Iron Singapore Pte Ltd | Corporate | Singapore                | 100%                                                               | 100%                                                               |

<sup>1</sup> The proportion of ownership interest is equal to the proportion of voting power held.

#### *Principles of consolidation*

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of Tombador Iron Limited for the twelve-month period ended 31 December 2024 and the results of all subsidiaries for the period then ended. Tombador Iron Limited and its subsidiaries together are referred to in this financial report as the Group.

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are de-consolidated from the date that control ceases.

Non-controlling interests, being that portion of the profit or loss and net assets of subsidiaries attributable to equity interests held by persons outside the Group, are shown separately within the Equity section of the consolidated Statement of Financial Position and in the consolidated Statement of Profit or Loss and Statement of Other Comprehensive Income.

Intercompany transactions, balances, and unrealised gains on transactions between Group companies are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### Unrecognised items:

This section of the notes provides information about items that are not recognised in the financial statements as they do not (yet) satisfy the recognition criteria.

- 15. Commitments, contingent liabilities, and contingent assets
- 16. Subsequent events

### 15. Commitments and contingencies

There are no other commitments or contingent liabilities outstanding at 31 December 2024 (31 December 2023: \$nil).

### 16. Subsequent events

#### *Board roles*

On 1 March 2025, Anna Neuling stepped down from her role as Non-Executive Chair, but remains on the Board as a Non-Executive Director. Following a unanimous resolution of the Board, David Chapman assumed the role of Non-Executive Chair, effective 1 March 2025.

Other than the matters noted above, no other matters or circumstances have arisen since the end of the twelve-month period ended 31 December 2024 which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### Further details:

This section of the notes includes other information that must be disclosed to comply with the accounting standards and other pronouncements, but that is not immediately related to individual line items in the financial statements.

- 17. Related party transactions
- 18. Share-based payments
- 19. Remuneration of auditors
- 20. Parent entity financial information
- 21. Summary of material accounting policies

### 17. Related party transactions

#### a) Parent entity

The Group is controlled by Tombador Iron Limited, the legal parent.

#### b) Subsidiaries

Interests in subsidiaries are set out in note 14.

#### c) Key management personnel compensation

|                              | Consolidated Entity                       |                                           |
|------------------------------|-------------------------------------------|-------------------------------------------|
|                              | 12 months ended<br>31 December 2024<br>\$ | 12 months ended 30<br>December 2023<br>\$ |
| Short-term employee benefits | 545,000                                   | 946,205                                   |
| Share-based payments         | -                                         | 211,891                                   |
|                              | <b>545,000</b>                            | <b>1,158,096</b>                          |

#### d) Loans to/from related parties

No loans to/from related party at year end.

#### e) Other transactions with related parties

During the current financial year, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$45,000 to Parati Pty Ltd, an entity related to Director David Chapman. \$11,250 was included in accrued expenses payable as at 31 December 2024.
- The USD equivalent of AUD\$45,000 to Director Keith Liddell. \$22,500 was included in trade payables as at 31 December 2024.
- \$44,807 to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for directors' fees (\$7,246) and rental of office space and shared facilities (\$37,561).
- \$192,754 to Q-Corporate Advisory, an entity related to Director Stephen Quantrill. The payments were for directors' fees.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### 17. Related party transactions (continued)

- \$30,249 to MASQ Group Pty Ltd, an entity related to Director Stephen Quantrill and CFO/Company Secretary Abby Macnish Niven. The payments were for rental of office space.
- \$231,008 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and Company Secretary services (\$195,000) and accounting services and travel expenses (\$36,008). \$19,250 was included in trade payables at 31 December 2024.

### 18. Share based payments

#### *Equity settled transactions*

The Group provides benefits to employees (including senior executives) of the Group in the form of share-based payments, whereby employees render services in exchange for shares or rights over shares (equity-settled transactions).

The cost of these equity-settled transactions with employees is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined by using valuation techniques appropriate to the instrument being valued, such as Black-Scholes models or Monte Carlo simulations or in some instances the market price of the Group's shares on measurement date.

In determining the fair value of the equity instruments granted, no account is taken of any performance conditions, other than conditions linked to the price of the shares of Tombador Iron Limited.

The cost of equity-settled transactions is recognised, together with a corresponding increase in equity, over the period in which the performance and/or service conditions are fulfilled, ending on the date on which the relevant employees become fully entitled to the award (the vesting period).

The cumulative expense recognised for equity-settled transactions at each reporting date until vesting date reflects:

- the extent to which the vesting period has expired; and
- the Group's best estimate of the number of equity instruments that will ultimately vest. No adjustment is made for the likelihood of market performance conditions being met as the effect of these conditions is included in the determination of fair value at grant date.

The Statement of Profit or Loss and Other Comprehensive Income charge or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

If the terms of an equity-settled award are modified, as a minimum an expense is recognised as if the terms had not been modified. In addition, an expense is recognised for any modification that increases the total fair value of the share-based payment arrangement, or is otherwise beneficial to the employee, as measured at the date of modification.

If an equity-settled award is cancelled, it is treated as if it had vested on the date of cancellation, and any expense not yet recognised for the award is recognised immediately. However, if a new award is substituted for the cancelled award and designated as a replacement award on the date that it is granted, the cancelled and new award are treated as if they were a modification of the original award, as described in the previous paragraph.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

The share-based payment reversal for the 12-month period ended 31 December 2024 recognised in profit or loss of \$179,930 (31 December 2023: expense of \$297,826) results from several transactions summarised below:

| Transactions                                                       | Consolidated Entity                    |                                  |
|--------------------------------------------------------------------|----------------------------------------|----------------------------------|
|                                                                    | 12 months ended<br>31 December<br>2024 | 12 months ended<br>December 2023 |
|                                                                    | \$                                     | \$                               |
| Directors share-based payment expense                              | -                                      | 193,139                          |
| Reversal of expired unvested Directors share-based payment expense | (179,930)                              | -                                |
| Employees and consultants share-based payment expense              | -                                      | 104,687                          |
| <b>Total expense for period</b>                                    | <b>(179,930)</b>                       | <b>297,826</b>                   |
| Represented by:                                                    |                                        |                                  |
| Share-based payment (reversal)/expense                             | (179,930)                              | 297,826                          |
|                                                                    | <b>(179,930)</b>                       | <b>297,826</b>                   |

The Group has the following share-based payment arrangements on issue during the twelve-month period ended 31 December 2024.

| Class   | Tranche                     | Grant Date | Number<br>Granted | Expiry Date | Exercisable | Value of<br>each Right<br>(cents) | Vested |
|---------|-----------------------------|------------|-------------------|-------------|-------------|-----------------------------------|--------|
| TI1AE/F | Tranche 1 <sup>(i)</sup>    | 31/08/2020 | 10,000            | 31/08/2025  | \$Nil       | 2.50                              | Yes    |
| TI1AE/F | Tranche 2 <sup>(iii)</sup>  | 31/08/2020 | 70,000            | 31/08/2025  | \$Nil       | 2.50                              | Yes    |
| TI1AE/F | Tranche 3 <sup>(iii)</sup>  | 31/08/2020 | 10,000            | 31/08/2025  | \$Nil       | 2.50                              | Yes    |
| TI1AE/F | Tranche 4 <sup>(iv)</sup>   | 31/08/2020 | 10,000            | 31/08/2025  | \$Nil       | 1.79                              | Yes    |
| TIPR24  | Tranche 1 <sup>(v)</sup>    | 22/12/2022 | 3,750,000         | 22/12/2024  | \$Nil       | 2.40                              | No     |
| TIPR24  | Tranche 2 <sup>(vi)</sup>   | 22/12/2022 | 3,750,000         | 22/12/2024  | \$Nil       | 2.40                              | No     |
| TIPR25  | Tranche 1 <sup>(vii)</sup>  | 24/05/2023 | 1,875,000         | 31/12/2024  | \$Nil       | 2.20                              | No     |
| TIPR25  | Tranche 2 <sup>(viii)</sup> | 24/05/2023 | 1,875,000         | 31/12/2024  | \$Nil       | 2.20                              | No     |

- (i) TI1AE/F Tranche 1 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 30,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (ii) TI1AE/F Tranche 2 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 1,000,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (iii) TI1AE/F Tranche 3 vesting is subject to the Group achieving net positive operational cashflows (as evidenced by the Appendix 5B to the ASX).
- (iv) TI1AE/F Tranche 4 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 25,000 tonnes of cumulative iron ore production per month for 3 months with a cut-off grade greater than 62% Fe and the Group's Shares achieving a volume weighted average price (VWAP) of \$0.05 or more for at least 20 consecutive trading days.
- (v) TIPR24 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 12-month period ended 31 December 2023 greater than the financial year ended 31 December 2022, as evidenced by the reviewed financial report for 31 December 2023\*\*.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

- (vi) TIPR24 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 600,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 480,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil\*\*.
- (vii) TIPR25 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 6 months from 1 July 2023 and ending on 31 December 2023 than the financial half year ended 31 December 2022, as evidenced by the audited financial report for 31 December 2023 and 31 December 2023. The Group has deemed it not probable that these performance shares will vest, and expired them on 31 December 2024.
- (viii) TIPR25 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 300,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 240,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil for 6 months from 1 July 2023 and ending on 31 December 2023. The Group has deemed it not probable that these performance shares will vest, and expired them on 31 December 2024.

\*\*The Board has deemed that TIPO24 Tranche 1 and 2 will not vest due to the sale of the project to PJI, as a result, no shares were issued and the rights expired unvested.

### 19. Remuneration of auditors

During the period the following fees were paid or payable for services provided by HLB Mann Judd Australia (HLB) as the auditor of the parent entity, Tombador Iron Limited, by HLB's related network firms and by non-related audit firms:

#### a) Auditors of the Group – HLB Mann Judd

During the year the following fees were paid or payable for services provided by HLB Mann Judd (HLB) as the auditor of the parent entity, Tombador Iron Limited, by HLB's related network firms and by non-related audit firms:

|                                                    | 12 months ended<br>31 December 2024<br>\$ | 12 months ended<br>31 December 2023<br>\$ |
|----------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Audit and review of financial reports<br>Group     | 79,500                                    | 96,231                                    |
| <b>Total audit and review of financial reports</b> | <b>79,500</b>                             | <b>96,231</b>                             |

No non-audit services have been provided by HLB.

#### b) Auditors of Tombador Iron Mineracao Ltda – HLB Brazil

|                                                              | 12 months ended<br>31 December 2024<br>\$ | 12 months ended<br>31 December 2023<br>\$ |
|--------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Audit and review of financial reports<br>Controlled entities | 62,880                                    | 29,251                                    |
| <b>Total services provided by HLB Brazil</b>                 | <b>62,880</b>                             | <b>29,251</b>                             |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### 20. Parent entity financial information

#### a) Summary financial information

The individual financial statements for the parent entity, Tombador Iron Ltd, show the following aggregate amounts:

|                          | 31 December 2024  | 31 December 2023  |
|--------------------------|-------------------|-------------------|
|                          | \$                | \$                |
| Current Assets           | 5,587,491         | 1,582,155         |
| Non-Current Assets       | 6,676,984         | 12,408,626        |
| <b>Total Assets</b>      | <b>12,264,475</b> | <b>13,990,781</b> |
| Current Liabilities      | 724,611           | 812,165           |
| <b>Total Liabilities</b> | <b>724,611</b>    | <b>812,165</b>    |
| <b>Net Assets</b>        | <b>11,539,864</b> | <b>13,178,616</b> |
| Equity                   |                   |                   |
| Issued capital           | 36,443,646        | 36,443,646        |
| Reserves                 | 1,241,928         | 1,421,858         |
| Accumulated losses       | (26,145,710)      | (24,686,888)      |
| <b>Total Equity</b>      | <b>11,539,864</b> | <b>13,178,616</b> |

#### Statement of Profit or Loss and Other Comprehensive Income

|                                              | 12 months ended 31 December 2024 | 12 months ended 31 December 2023 |
|----------------------------------------------|----------------------------------|----------------------------------|
|                                              | \$                               | \$                               |
| Loss after income tax                        | (1,458,822)                      | (13,814,959)                     |
| <b>Total comprehensive loss for the year</b> | <b>(1,458,822)</b>               | <b>(13,814,959)</b>              |

### 21. Summary of material accounting policies

This note provides a list of the material accounting policies adopted in the preparation of these consolidated financial statements to the extent they have not already been disclosed in the other notes above. These policies have been consistently applied to the period presented. These financial statements present the financial information for Tombador Iron Limited as a Group consisting of Tombador Iron Limited and the entities controlled throughout the period (Group).

#### a) Basis of preparation

These general-purpose financial statements have been prepared on a going concern basis in accordance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board and the Corporations Act 2001. Tombador Iron Limited is a for-profit entity for the purpose of preparing the financial statements.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### i. Compliance with IFRS

The consolidated financial statements of the Tombador Iron Limited Group also comply with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

### ii. Historical cost convention.

These financial statements have been prepared on the historical cost basis.

### iii. New or Amended Accounting Standards and interpretations adopted

The group has adopted all of the new or amended Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current reporting period. Any new or amended Accounting Standards or Interpretations that are not yet mandatory have not been early adopted.

## b) Foreign currency translation

### i. Functional and presentation currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in Australian dollars, which is the Group's functional and presentation currency.

### ii. Group companies

The results and financial position of all the Group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- Assets and liabilities for each statement of financial position presented are translated at the closing rate at the date of that statement of financial position;
- Income and expenses for the statement of profit or loss and other comprehensive income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- All resulting exchange differences are recognised as a separate component of comprehensive income.

On consolidation, exchange differences arising from the translation of any net investment in foreign entities, and of borrowings and other financial instruments designated as hedges of such investments, are recognised in other comprehensive income. When a foreign operation is sold or any borrowings forming part of the net investment are repaid, a proportionate share of such exchange differences are recognised in the statement of profit or loss and other comprehensive income, as part of the gain or loss on sale where applicable. Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entities and translated at the closing rate.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2024

### c) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST except:

- when the GST (and equivalents) incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST (and equivalents) is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- receivables and payables, which are stated with the amount of GST (and equivalents) included.

The net amount of GST (and equivalents) recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

Cash flows are included in the statement of cash flows on a gross basis and the GST (and equivalents) component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority are classified as operating cash flows. Commitments and contingencies are disclosed net of the amount of GST (and equivalents) recoverable from, or payable to, the taxation authority.

### d) Comparative Figures

When required by accounting standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

## CONSOLIDATED ENTITY DISCLOSURE STATEMENT

The ultimate parent entity of the Group is Tombador Iron Limited. The consolidated financial statements incorporate the assets, liabilities and results of the following controlled entities, that were held in both the current and prior period unless otherwise stated:

| Name of entity                  | Entity type             | Country of incorporation | Tax Residency | Equity holding<br>12 months ended<br>31 December 2024 | Equity holding<br>12 months ended<br>31 December 2023 |
|---------------------------------|-------------------------|--------------------------|---------------|-------------------------------------------------------|-------------------------------------------------------|
| <b>Legal Parent</b>             |                         |                          |               |                                                       |                                                       |
| Tombador Iron Limited           | Body corporate (Parent) | Australia                | Australia     | 100%                                                  | 100%                                                  |
| <b>Legal Subsidiaries</b>       |                         |                          |               |                                                       |                                                       |
| Tombador Iron Singapore Pte Ltd | Body corporate          | Singapore                | Singapore     | 100%                                                  | 100%                                                  |

## DIRECTORS DECLARATION

In the directors' opinion:

- (a) the attached financial statements and notes thereto are in accordance with the *Corporations Act 2001*, including:
  - (i) complying with Accounting Standards, the *Corporations Regulations 2001* and other mandatory professional reporting requirements; and
  - (ii) giving a true and fair view of the Group's financial position for the year ended 31 December 2024 and of its performance for the financial period end on that date.
- (b) the financial statements and notes comply with International Financial Reporting Standards.
- (c) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.
- (d) The Consolidated Entity Disclosure Statement is true and correct.

This declaration is made in accordance with a resolution of the Board of Directors.

On behalf of the Directors



David Chapman  
**Non-Executive Chair**  
**28 March 2025**

**INDEPENDENT AUDITOR'S REPORT**

To the Members of Tombador Iron Limited

**Report on the Audit of the Financial Report***Opinion*

We have audited the financial report of Tombador Iron Limited ("the Company") and its controlled entities ("the Group"), which comprises the consolidated statement of financial position as at 31 December 2024, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the year then ended, notes to the financial statements, including material accounting policy information, the consolidated entity disclosure statement and the directors' declaration.

In our opinion, the accompanying financial report of the Group is in accordance with the *Corporations Act 2001*, including:

- (a) giving a true and fair view of the Group's financial position as at 31 December 2024 and of its financial performance for the year then ended; and
- (b) complying with Australian Accounting Standards and the *Corporations Regulations 2001*.

*Basis for Opinion*

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Group in accordance with the auditor independence requirements of the *Corporations Act 2001* and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* ("the Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

*Key Audit Matters*

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial report of the current period. These matters were addressed in the context of our audit of the financial report as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

**hlb.com.au**

**HLB Mann Judd ABN 22 193 232 714**

A Western Australian Partnership

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| Key Audit Matter                                                                                                                                                                                                                                                                                                | How our audit addressed the key audit matter                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Royalty Revenue</b><br>Refer to Note 2                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>The Group receives royalty revenue from PJ Investimentos E Participações LTDA (PJI) of 4.25% on gross revenue from iron ore sales of direct ship ores from the Tombador Iron project.</p> <p>We focussed on this matter because it is material and of the importance to readers of the financial report.</p> | <p>Our procedures included but were not limited to the following:</p> <ul style="list-style-type: none"> <li>- Obtained an understanding of the key processes associated with management's accounting for the royalty revenue;</li> <li>- Agreed revenue to the monthly royalty statements</li> <li>- Vouched the cash receipts to bank statements;</li> <li>- Tested revenue cut-off; and</li> <li>- Assessed the appropriateness of the disclosures in the financial report.</li> </ul> |

#### *Other Information*

The directors are responsible for the other information. The other information comprises the information included in the Group's annual report for the year ended 31 December 2024, but does not include the financial report and our auditor's report thereon.

Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report, or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

#### *Responsibilities of the Directors for the Financial Report*

The directors of the Company are responsible for the preparation of:

- the financial report (other than the consolidated entity disclosure statement) that gives a true and fair view in accordance with Australian Accounting Standards and the *Corporations Act 2001*; and
- the consolidated entity disclosure statement that is true and correct in accordance with the *Corporations Act 2001*, and

for such internal control as the directors determine is necessary to enable the preparation of:

- the financial report (other than the consolidated entity disclosure statement) that gives a true and fair view and is free from material misstatement, whether due to fraud or error; and

- (b) the consolidated entity disclosure statement that is true and correct and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the ability of the Group to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

#### *Auditor's Responsibilities for the Audit of the Financial Report*

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may

reasonably be thought to bear on our independence, and where applicable, actions taken to eliminate threats or safeguards applied.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial report of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

## **REPORT ON THE REMUNERATION REPORT**

### *Opinion on the Remuneration Report*

We have audited the Remuneration Report included within the Directors' Report for the year ended 31 December 2024.

In our opinion, the Remuneration Report of Tombador Iron Limited for the year ended 31 December 2024 complies with Section 300A of the *Corporations Act 2001*.

### *Responsibilities*

The directors of the Company are responsible for the preparation and presentation of the Remuneration Report in accordance with Section 300A of the *Corporations Act 2001*. Our responsibility is to express an opinion on the Remuneration Report, based on our audit conducted in accordance with Australian Auditing Standards.



**HLB Mann Judd**  
**Chartered Accountants**

**Perth, Western Australia**  
**28 March 2025**



**D B Healy**  
**Partner**



## ADDITIONAL ASX INFORMATION

The shareholder information set out below was applicable as at the dates specified.

### Unlisted Securities (Current as at 21 March 2025)

|                                                                     | Number on Issue | Number of Holders |
|---------------------------------------------------------------------|-----------------|-------------------|
| TI1AA - unlisted options exercisable at \$0.052 expiring 14/10/2025 | 190,000         | 2                 |
| TI1AE - performance rights expiring 01/09/2025                      | 100,000         | 5                 |

### Holders of over 20% of unlisted securities

Substantial holders of more than 20% of unlisted securities as at 21 March 2025 are set out below:

| Holder Name                                                                          | Number of Shares | % of Issued Capital |
|--------------------------------------------------------------------------------------|------------------|---------------------|
| ARDROY SECURITIES PTY LTD <CAMERON INVESTMENT UNIT A/C>                              | 95,000           | 32.76%              |
| MR GEOFFREY MAURICE PINKUS & MRS LISA MARIE PINKUS<br><PINKUS FAMILY SUPER FUND A/C> | 95,000           | 32.76%              |

### Distribution of Equity Securities

#### Analysis of numbers of ordinary shareholders by size of holding:

|                                          | Holders      | Number of Units   | % of Issued Capital |
|------------------------------------------|--------------|-------------------|---------------------|
| above 0 up to and including 1,000        | 500          | 230,777           | 0.27                |
| above 1,000 up to and including 5,000    | 575          | 1,546,501         | 1.79                |
| above 5,000 up to and including 10,000   | 259          | 1,940,023         | 2.25                |
| above 10,000 up to and including 100,000 | 547          | 18,289,624        | 21.19               |
| above 100,000                            | 81           | 64,317,759        | 74.50               |
| <b>TOTALS:</b>                           | <b>1,962</b> | <b>86,324,684</b> | <b>100.00</b>       |

There are 607 holders holding less than a marketable parcel of ordinary shares based on the closing market price (adjusted for consolidation) as at 6 October 2023 which is the last day of trading prior to the Company going into a trading halt and subsequent voluntary suspension.

### Ordinary Shares Subject to Escrow

There are no equity securities currently subject to either regulatory or voluntary escrow.

### On-market Buy-Back

There is no current on-market buy-back.

### Voting Rights

The voting rights attaching to each class of equity securities are set out below:

- Ordinary Shares: On a show of hands every member present at a meeting of by proxy shall have one vote and upon a poll each share shall have one vote.
- Options: The securities have no voting rights.
- Performance Rights: The securities have no voting rights.

## ADDITIONAL ASX INFORMATION

### Substantial Holders (Current as at 21 March 2025)

Substantial holders of equity securities in the Company as per the substantial shareholders notices are set out below:

| Holder Name                                          | Number of Shares | % of Issued Capital |
|------------------------------------------------------|------------------|---------------------|
| COLOMI SINGAPORE PTE LTD & MCRAE INVESTMENTS PTY LTD | 39,604,252       | 45.88%              |

### Equity Security Holders (Current as at 21 March 2025)

The names of the twenty largest holders of quoted equity securities (ordinary shares) are listed below:

|         | Holder Name                                                                | Number of Shares | % of Issued Capital |
|---------|----------------------------------------------------------------------------|------------------|---------------------|
| 1       | COLOMI SINGAPORE PTE LTD                                                   | 37,778,535       | 43.76               |
| 2       | NORTRUST NOMINEES LIMITED                                                  | 3,440,214        | 3.98                |
| 3       | MCRAE INVESTMENTS PTY LTD                                                  | 1,746,550        | 2.02                |
| 4       | BNP PARIBAS NOMINEES PTY LTD<br><IB AU NOMS RETAIL CLIENT DRP>             | 1,385,935        | 1.61                |
| 5       | MANNWEST GROUP PTY LTD                                                     | 1,284,051        | 1.49                |
| 6       | IRAL PTY LTD <IRAL A/C>                                                    | 1,000,000        | 1.16                |
| 7       | BNP PARIBAS NOMS PTY LTD <DRP>                                             | 986,828          | 1.14                |
| 8       | KEITH STUART LIDDELL & SHELAGH JANE LIDDELL                                | 819,198          | 0.95                |
| 9       | JSC WEALTH MANAGEMENT PTY LTD                                              | 812,675          | 0.94                |
| 10      | MR SCOTT SPENCER PAPPIN & MRS TRACEY LEE PAPPIN<br><PAPPIN SUPER FUND A/C> | 711,604          | 0.82                |
| 11      | MR JAMES MURCH & MRS CATHERINE MURCH<br><MINJAL SUPER FUND A/C>            | 560,000          | 0.65                |
| 12      | BOODUP NOMINEES PTY LTD<br><OTTER SUPER FUND A/C>                          | 520,000          | 0.60                |
| 13      | UBS NOMINEES PTY LTD                                                       | 463,798          | 0.54                |
| 14      | THE MAMF GROUP PTY LTD                                                     | 457,453          | 0.53                |
| 15      | JOHN DAHLSSEN SUPERANNUATION FUND PTY LTD                                  | 428,720          | 0.50                |
| 16      | GIOKIR PTY LTD                                                             | 371,494          | 0.44                |
| 17      | NOORAMA INVESTMENTS PTY LTD<br><NOORAMA SUPERANNUATION A/C>                | 368,000          | 0.43                |
| 18      | MRS SARAH CAMERON                                                          | 320,000          | 0.37                |
| 18      | COURT FINANCIAL SERVICES PTY LTD <KSC A/C>                                 | 320,000          | 0.37                |
| 19      | FINCLEAR SERVICES PTY LTD <SUPERHERO SECURITIES A/C>                       | 319,148          | 0.37                |
| 20      | MUHLBAUER INVESTMENTS PTY LTD<br><MUHLBAUER FAMILY A/C>                    | 305,387          | 0.35                |
|         |                                                                            |                  |                     |
| TOTALS: |                                                                            | 54,399,590       | 63.02               |

## TENEMENTS

### Tenements at 31 December 2024

The Company has no interest in tenements as at 31 December 2024.



**TOMBADOR IRON**

**TOMBADOR IRON LIMITED**  
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+61 8 6382 1805 [www.tombadoriron.com](http://www.tombadoriron.com)



**TOMBADOR IRON**

**2023**

**Annual Report**

**Year ended 31 December**

# CORPORATE DIRECTORY

## DIRECTORS

|                      |                          |
|----------------------|--------------------------|
| Ms Anna Neuling      | (Non-Executive Chair)    |
| Mr David Chapman     | (Non-Executive Director) |
| Mr Keith Liddell     | (Non-Executive Director) |
| Mr Stephen Quantrill | (Executive Director)     |

## COMPANY SECRETARY

Ms Abby Macnish Niven

## AUDITORS

HLB Mann Judd (WA Partnership)  
Level 4, 130 Stirling Street  
Perth WA 6000

## SOLICITORS

Steinepreis Paganin  
Level 4, The Read Buildings  
16 Milligan Street  
Perth WA 6000

## BANKERS

National Australia Bank Limited  
Level 32, 100 Miller Street  
North Sydney NSW 2060

## REGISTERED OFFICE

Tombador Iron Limited  
Suite 1, Level 1  
3 Ord Street  
West Perth WA 6005

## SHARE REGISTRY

Automic Registry Services  
Level 5, 191 St Georges Terrace  
Perth WA 6000

## STOCK EXCHANGE LISTING

The Company's shares are listed and  
quoted on the Australian Securities Exchange Limited ("ASX").  
ASX code: TI1

## WEBSITE ADDRESS:

[www.tombadoriron.com](http://www.tombadoriron.com)

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## CHAIRMAN'S ADDRESS

Dear Shareholders,

On behalf of the Board of Directors, I am pleased to provide the 2023 Annual Report for Tombador Iron Ltd for the period 1 January – 31 December 2023 to all of our valued stakeholders.

The 2023 year has been a period of challenge and change for the Company following the geotechnical event on 30 June 2023. The initial assessment from the geotechnical event was that it would have an immaterial impact on production over the September 2023 quarter, but as a further detailed assessment was carried out by our mining team and taking into account the preliminary advice of the Company's independent geotechnical consultants, it became clear that additional cutback operations and geotechnical works were required for safety reasons that would impact on the Company's production and cost structures for a significant ongoing period.

The Board visited the project and ultimately a decision was made by the Company to suspend mining operations at the Tombador Project. This decision was deeply considered and was a result of the flow on impacts of the geotechnical event on 30 June 2023 following a full assessment and review. The assessment included consideration of market conditions and preservation of the Company's financial position in light of operational uncertainty.

During the suspension of operations, the Company received an offer to acquire the Tombador Iron project from PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA. The Company accepted the offer after a thorough and diligent evaluation with the primary aim of preserving value to shareholders. Following the acceptance of the offer and approval from the Tombador Iron Ltd shareholders at a shareholder meeting on 27 December 2023, the sale was completed.

As the Company now does not own a significant asset, the voluntary suspension from trading on the ASX will remain in place until such time that an asset is identified, the company receives shareholder approval for the acquisition and completes the ASX relisting requirements as needed.

The Company has reviewed all ongoing costs and reduced its administrative spend as much as possible to ensure maximum flexibility for business development.

The Company is in a strong position looking forward with \$11.02M of cash as at 31 May 2024 and is proactively progressing its assessment of new projects with the aim to update shareholders once the new projects have reached an appropriate stage for announcement.

The hard work by the Tombador team and the support shown by our shareholders and other stakeholders has been appreciated through this challenging time.

Sincerely,



Anna Neuling  
**Non-Executive Chair**



## DIRECTORS' REPORT

Your directors submit their report on the Group consisting of Tombador Iron Limited ("Tombador") and the entities it controlled (the "Group") for the year ended 31 December 2023. In order to comply with the provisions of the *Corporations Act 2001*, the directors report is as follows:

### 1. Directors

The names, qualifications, experience and special responsibilities of each person who has been a Director during the year and to the date of this report are:

#### Ms Anna Neuling

#### Non-Executive Chairman (Appointed 25 September 2020)

Ms Neuling is currently a Non-Executive Director of ASX-listed S2 Resources Ltd. Prior to moving to Non-Executive Director in August 2022, Anna was Executive Director of S2 Resources Ltd since it demerged from Sirius Resources Limited as part of the Sirius merger with IGO in 2015. Anna has held various roles at Sirius since its inception and was Executive Director – Corporate and Commercial at the time of the \$2.7 billion merger.

#### Qualifications and Experience

Ms Neuling has twenty years of experience in financial and corporate roles in the resources industry with ASX listed companies including LionOre Mining International, Antipa Minerals Ltd and Avoca Resources Ltd. Prior to that, Anna worked at Deloitte in London and Perth.

Ms Neuling is a fellow of the Institute of Chartered Accountants in England and Wales and a Graduate of the Australian Institute of Company Directors. Anna also holds a degree in mathematics from the University of Newcastle (UK).

#### Interest in shares, options and performance rights

Shares: 5,000,000 indirectly held.

Performance Rights: 750,000 indirectly held (expiry date: 31 May 2025).

Performance Rights: 1,500,000 (expiry date: 22 December 2024) indirectly held.

#### Other directorships in listed entities held in the previous three years

Non-Executive Director (Non-Executive Chair since April 2023) of MLG Oz Ltd (ASX:MLG) from 23 March 2021 to current.

Non-Executive Director of CZR Resources Ltd (ASX:CZR) from 2 November 2020 to 25 September 2021.

## 1. Directors (continued)

### Mr Stephen Quantrill

**Executive Director** (Appointed 20 February 2018, previously Non-Executive)

Qualifications and Experience

Mr Quantrill is a chartered engineer with over 25 years of international experience in multifaceted roles in business ownership, company Chairmanships and Directorships. His experience as a business leader, shareholder and advisor has encompassed public and private equity investments in energy and natural resource companies, investment, financial and engineering services, property and bio-technology.

Stephen is the former Executive Chairman of McRae Investments, the diversified investment holding company established by Harold Clough in 1965. He holds a Bachelor of Science (Civil Engineering), Bachelor of Commerce, and a Master of Business Administration, all awarded with first class honours. He is a Fellow of FINSIA, a Graduate Member of the Australian Institute of Company Directors and an Engineering Executive Member of Engineers Australia

Interest in shares, options and performance rights

Shares: 4,000,000 indirectly held.

Performance Rights: 1,500,000 indirectly held (expiry date: 31 May 2025).

Performance Rights: 3,000,000 (expiry date: 22 December 2024) indirectly held.

Other directorships in listed entities held in the previous three years

Non-Executive Director of NeuroScientific Biopharmaceuticals (ASX: NSB) from 13 February 2015 to 5 December 2023.

### Mr Keith Liddell

**Non-Executive Director** (Appointed 25 September 2020)

Qualifications and Experience

Mr Liddell is an experienced metallurgical engineer, founder and chair of listed and unlisted companies including founder chairman of Sally Malay Mining Ltd (now Panoramic Resources Ltd) and Mineral Securities Ltd (resource investment house) and former managing director of Aquarius Platinum Ltd.

Mr Liddell has raised over \$1 billion of equity and has taken numerous resource projects from exploration to production.

Interest in shares, options and performance rights

Shares: 20,479,936 directly held.

Performance Rights: 750,000 directly held (expiry date: 31 May 2025).

Performance Rights: 1,500,000 (expiry date: 22 December 2024) directly held.

Other directorships in listed entities held in the previous three years

Non-Executive Chair of Lifezone Metals Limited (NYSE:LZM) from 5 July 2023.

## 1. Directors (continued)

### Mr David Chapman

**Non-Executive Director** (Appointed 25 September 2020)

Qualifications and Experience

Mr Chapman brings over 40 years resource industry experience as a geologist in senior and executive management roles with WMC Resources Ltd and the junior sector within Australia and overseas. His experience covers operations, exploration project management and construction, business development and project financing.

Mr Chapman has spent much of his professional career on exploration and project development in Brazil and is a fluent Portuguese speaker. He was a Director of WMC Resources Brazil office from 1991 to 2000 where he was responsible for exploration programs for gold and base metals throughout Brazil and French Guiana. He was later involved in the financing and construction of a significant base metal operation in Brazil. Through these activities he has developed and retains a strong industry network within Brazil and South America.

Interest in shares, options and performance rights

Shares: 3,400,000 indirectly held.

Performance Rights: 750,000 indirectly held (expiry date: 31 May 2025).

Performance Rights: 1,500,000 (expiry date: 22 December 2024) indirectly held.

Other directorships in listed entities held in the previous three years

Non-Executive Director Taruga Minerals Limited from 1 October 2021 to current.

## 2. Company Secretary/Chief Financial Officer

### Ms Abby Macnish Niven

**Appointed 1 May 2020**

Experience

Abby Macnish Niven (BComm, BSc, CFA, GAICD) has held the role of Company Secretary since April 2020. Ms Macnish Niven has over eighteen years' experience in the finance industry in Australia. She holds a Bachelor of Commerce degree with a double major in Commerce and Science, is a CFA Charterholder and is a member of the Australian Institute of Company Directors. She has also completed the Certificate in Governance Practice.

Interest in shares, options and performance rights

Shares: 2,925,000 indirectly held.

## 3. Chief Executive Officer

### Mr Gabriel Oliva

**Appointed 29 July 2020, Notice of discharge effective 1 December 2023.**

Gabriel Oliva is a Brazilian mining and contract law specialist with significant experience in mining start-ups and project financing. Mr Oliva holds a Bachelor's Degree in Law and is a member of the Brazilian Bar Association (OAB/RJ), and a board member of the Shippers Association of Bahia – USUPPORT.

His previous experience includes corporate legal counsel and business manager for Colomi Iron Mineracao and in-house lawyer responsible for Brazilian financing package for the Santa Rita Nickel Mine (TSX). Mr Oliva has experience in the development of various other junior mining companies exploring for minerals such as nickel, iron, kaolin and manganese.

Interest in shares, options and Performance rights

Shares: 4,500,000 directly held.

#### 4. Principal Activities

Tombador Iron Limited is an Australian publicly listed company that owned 100% of the Tombador Iron Mineracao high grade iron ore project in Bahia State, Brazil. The Company sold its project in December 2023.

#### 5. Operating Results

The loss for the Group for the 12-month period ended 31 December 2023 from continuing operations after providing for income tax amounted to \$2,407,530 (31 December 2022 loss: \$3,003,800). The Group made a loss for the 12-month period ended 31 December 2023 from discontinuing operations of \$18,040,437 (31 December 2022 profit: \$13,904,102) and this related to the sale of its wholly owned subsidiary, Tombador Iron Mineracao Ltda which held the mining concession, "Portaria nº 165/SGM/MME", which comprises the Tombador Iron Ore Project.

At the reporting date the Group had cash and cash equivalents of \$8,616,606 (31 December 2022: \$14,182,028) and a net asset position of \$13,178,616 (31 December 2022: \$36,272,727).

#### 6. Review of Operations

During the reporting period, the Company produced 518,200 wet metric tonnes ("wmt") of high-grade ore from the Tombador Mineração iron ore project ("Tombador Project" or the "Project") in the State of Bahia, Brazil.

Following a strong H1 2023, on 30 June 2023, an unexpected geotechnical event had a significant impact on ex-pit ore mining and the Company's ability to achieve and maintain sustainable production rates and sales. Production was therefore constrained through H2 2023. Operational constraints from additional pit wall cutback activities, a geotechnical works program, shallower pit slopes, and safety measures further restricted mine production. In response and given the uncertainty of project economics, on 11 October 2023 the Company announced that the Board had decided to suspend mining operations at the Tombador Project after careful consideration of safety and geotechnical advice, market conditions, and project economics.

As the Company entered discussions with its contractors, suppliers and customers regarding the suspension, it received an offer from PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA, which is partly affiliated with the project's mining contractor, to purchase the Company's Brazilian assets associated with the Tombador Iron Project. On 25 October 2023, the Company announced that it had accepted the offer to acquire the Tombador Iron Project, subject to shareholder approvals. The offer was accepted to preserve value to shareholders and considered the risks and costs associated with retaining and operating the project.

Production after 31 October 2023 was not attributable to the Company as the handover of the Project to PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA commenced on 1 November 2023. Therefore the 518,200 wet metric tonnes ("wmt") of high-grade ore produced from the Tombador Project was produced during the 10-month period commencing 1 January 2023 and ending 31 October 2023,

The Company held an Extraordinary General Meeting on 27 December 2023 where the sale of the Tombador Iron Project was approved by shareholders, allowing the Company to finalize the sale process.



## **Tenements**

The Company's interests in tenement number 872.431/2003 ceased in December 2023 as part of the sale of the Tombador Iron project to PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA.

## **Mining Operations**

The Tombador crushing and screening plant produced a total of 518,200 wmt for the period 1 January 2023 to 31 October 2023. The production comprised 280,400 wmt of lump product and 237,800 wmt of fines product. Production after 31 October 2023 was not attributable to the Company as the handover of the Project to PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA commenced on 1 November 2023.

Production was constrained through H2 2023 due to the previously stated geotechnical event and related operational limitations.

As at 31 October 2023, there was approximately 413,129 tonnes of product on stockpiles at the mine and port which was transferred as part of the sale.

## **Logistics**

The Company continued to transport product from the Tombador mine to local customers via public roads using haulage contractors. For export customers, truck haulage services were also contracted for the ~700km route from the Tombador Project to the TMIB and ENSEADA ports. The port operators were contracted to provide stockpile storage capacity, material handling and ship loading services. The TMIB port near Aracaju is able to load shipments of 38,000 tonnes/shipment and the ENSEADA port near Salvador is capable of loading larger 45,000 tonne ships.

## **Sales and Marketing**

During the period 1 January 2023 to 31 October 2023, the Company sold a total of 662,100 wmt of lump and fines product to the export and local Brazil market. The sales comprised 214,400 wmt of lump and 195,800 wmt of fines to the local Brazil market and 112,000 wmt of lump and 139,900 wmt of fines to the export market.

There were no export sales in H2 2023. This reflected the lower prevailing iron prices and expected lower realizable margins for this period. The constrained production from July 2023 further contributed to lower overall sales in H2 2023.

The Company actively explored market opportunities to sell fines product from stockpiles into the export market, however the prevailing market conditions, including higher freight and logistics costs, meant that suitable buyers could not be secured before 31 October 2023 at acceptable realizable margins.

From 1 November 2023 sales were the responsibility of PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA. The Company will receive a royalty of 4.25% on gross revenue from iron ore sales of direct ship ores under the agreed sales agreement.

## **7. Dividends Paid or Recommended**

No dividend has been recommended by the Board for the 12 months to December 2023 (December 2022: \$5,983,551).



## **8. Events Occurring after the Reporting Date**

On the 29 May 2024, the Group received its 6th and final payment of the consideration of 10,000,000 BRL from the sale of their 100% equity interest in its wholly owned subsidiary, Tombador Iron Mineracao Ltda. The only outstanding receivable relating to the sale as at 13 June 2024 is the tax refund which is subject to the Federal Government of Brazil approval.

Other than the matters noted above, no other matters or circumstances have arisen since the end of the twelve-month period ended 31 December 2023 which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.

## **9. Likely Developments and Expected Results of Operations**

The Company will continue with its strategy as set out in the operations update above.

## **10. Environmental Regulation**

Tombador seeks to incorporate Environmental, Social and Governance (ESG) principles into all components of its daily operations, investment evaluation processes and long-term strategy.

To deliver sustainable value to its investors and, consistent with that aim, Tombador has adopted an ESG Investment Policy to guide the company's consideration of ESG issues in its investment decision-making process. Consistent with the ESG Investment Policy, Tombador works to fully understand potential sustainability risks and opportunities to better inform its ongoing operations, strategy and investment decisions.

## **11. Proceedings on behalf of the Group**

No person has applied to the Court under section 237 of the Corporations Act 2001 for leave to bring proceedings on behalf of the Company, or to intervene in any proceedings to which the Company is a party for the purpose of taking responsibility on behalf of the Company for all or part of those proceedings.

## **12. Indemnification and Insurance of Officers and Auditors**

### **Indemnity and insurance of Officers**

The Group has given an indemnity or entered into an agreement to indemnify directors and officers of the Group against liabilities for costs and expenses incurred in defending legal proceedings arising from conduct while acting in the capacity as a director or officer of the Group, other than conduct involving a wilful breach. During the financial year, the Group paid a premium in respect of a contract to insure the directors and officer of the Group against a liability to the extent permitted by the Corporations Act 2001. The contract of insurance prohibits disclosure of the nature of the liability and the amount of the premium.

No liability has arisen under these indemnities as at the date of the report.

### **Indemnity and insurance of Auditor**

The Group has not, during or since the end of the financial year ended 31 December 2023, indemnified or agreed to indemnify the auditor of the Group or any related entity against a liability incurred by the auditor. During the financial year ended 31 December 2023, the Group has not paid a premium in respect of a contract to insure the auditor of the Group or any related entity.

### **13. Non-audit Services**

Details of amounts paid or payable to the auditor for services provided during financial year ended 31 December 2023 by the auditor are outlined in Note 25 to the consolidated financial statements. There were no non-audit services provided during the financial year ended 31 December 2023.

### **14. Auditor's Independence Declaration**

A copy of the auditor's independence declaration as required under section 307C of the Corporations Act 2001 is set out on page 26.

### **15. Significant changes in the state of affairs**

On 30 June 2023, an unexpected geotechnical event had a significant impact on ex-pit ore mining and the Company's ability to achieve and maintain sustainable production rates and sales. Production was constrained through H2 2023.

On 11 October 2023, the Company announced that the Board had decided to suspend mining operations at the Tombador Project after careful consideration of safety and geotechnical advice, market conditions, and project economics.

On 25 October 2023, the Company announced that it had accepted an offer to sell the Tombador Iron Project, subject to shareholder approvals. The offer was accepted to preserve value to shareholders and considered the risks and costs associated with retaining and operating the project.

The Company held an Extraordinary General Meeting on 27 December 2023 where the sale of the Tombador Iron Project was approved by shareholders, allowing the Company to finalize the sale process.

Other than the above, no other matters or circumstances have arisen during the 12-month period ended 31 December 2023 which have significantly affected the operating of the Company, the results of those operations, or state of affairs of the Company.

For a detailed discussion about the performance and financial position of the Group, please refer to our operating and financial review on pages 8-9.

### **16. Material Business Risks**

The Group's mining operations were subject to the normal risks of mining and any revenues will be subject to numerous factors beyond the Group's control. The material business risks that may affect the Group are summarised below:

#### **Regulatory Risk**

The Group's former operations are subject to various Brazilian Federal, State and local laws and plans, including those relating to mining, prospecting, development permit and licence requirements, industrial relations, environment, land use, royalties, water, native title and cultural heritage, mine safety and occupational health. Approvals, licences and permits required to comply with such rules are subject to the discretion of the applicable government officials. No assurance can be given that the Group will be successful in maintaining such authorisations in full force and effect without modification or revocation. To the extent such approvals are required and not retained or obtained in a timely manner or at all, the Group may be curtailed or prohibited from continuing with production and exploration. The Group's business and results of operations could be adversely affected if applications lodged for additional mining and exploration licences are not granted. Exploration tenements are subject to periodic renewal. The renewal of the term of a granted tenement is also subject to the discretion of the relevant National Mining Agency. Renewal conditions may include increased expenditure and work commitments or compulsory relinquishment of areas of the

tenements comprising the Group's projects. The imposition of new conditions or the inability to meet those conditions may adversely affect the financial position of the Group in relation to the royalty income stream.

### **Taxation**

The Group operated in three tax jurisdictions (Australia, Brazil and Singapore) during the year and is subject to their tax laws and regulations.

In all places where the Group has operations, in addition to the normal level of income tax imposed on all industries, the Group may be required to pay government royalties, indirect taxes, goods and services tax and other imposts which generally relate to revenue or cash flows. Industry profitability can be affected by changes in government taxation policies.

### **Foreign exchange**

The Group undertakes all its operational transactions in foreign currency (Brazilian Rial [BRL] and US dollars [USD]) and is exposed to foreign currency risk through foreign exchange rate fluctuations.

Foreign exchange risk arises from future commercial transactions and recognised financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. The entity currently has not entered into spot or short-term forward exchange contracts or structured foreign currency option arrangements.

### **Commodity Prices**

The Group is exposed to commodity price risk, as its royalty income is based on iron ore sales which are predominantly subject to prevailing market prices. The entity has limited ability to directly influence market prices of iron ore.

### **Macro-Economic Risks**

The operating and financial performance of the Group is influenced by a variety of general economic and business conditions, including levels of consumer spending, oil prices, inflation, interest rates and exchange rates, supply and demand, industrial disruption, access to debt and capital markets and government fiscal, monetary and regulatory policies. Changes in general economic conditions may result from many factors including government policy, international economic conditions, significant acts of terrorism, hostilities or war or natural disasters.

A prolonged deterioration in general economic conditions, including a decrease in the iron ore price or a decrease in consumer and business demand, could be expected to have an adverse impact on the Group's operating and financial performance and financial position. The Group's future possible revenues and share price can be affected by these factors, which are beyond the control of the Group.

### **Force Majeure**

The Group's royalty income stream from the Tombador project may be adversely affected by risks outside the control of the Group, including labour unrest, civil disorder, war, subversive activities or sabotage, fires, floods, pandemics (e.g. COVID-19), explosions or other catastrophes, epidemics or quarantine restrictions.



## 17. Meetings of Directors

Formal meetings and meetings conducted by circular resolutions of the Directors held during the financial year were as follows:

|                      | Directors' Meetings       |                 |
|----------------------|---------------------------|-----------------|
|                      | Number eligible to attend | Number attended |
| Ms Anna Neuling      | 14                        | 14              |
| Mr Stephen Quantrill | 14                        | 14              |
| Mr David Chapman     | 14                        | 13              |
| Mr Keith Liddell     | 14                        | 14              |

## 18. Shares under Option

21,500,000 shares were issued on the exercise of performance rights during the financial year ended 31 December 2023.

At date of this report, the Company had the following options and performance rights on issue:

- TI1 AA: 4,750,000 unlisted options exercisable at \$0.052 expiring on 14 October 2025
- TI1AE: 2,125,000 performance rights expiring on 1 September 2025
- TIPR24: 7,500,000 performance rights expiring on 22 December 2024
- TIPR25: 3,750,000 performance rights expiring on 31 May 2025

## 19. Remuneration Report (Audited)

The remuneration report details the key management personnel remuneration agreements for the Group in accordance with the requirements of the Corporations Act 2001 and its regulations. The information provided in this remuneration report has been audited as required by section 308 (3C) of the Corporations Act 2001. The Remuneration Report details the remuneration arrangements for Key Management Personnel (“KMP”). KMP in 2023 comprised the Chief Executive Officer and other key executives (Executive KMP), as well as non-executive directors.

| Name of Director      | Position                                         | Date Appointed    | Date Ceased     |
|-----------------------|--------------------------------------------------|-------------------|-----------------|
| Ms Anna Neuling       | Non-executive Chair                              | 25 September 2020 | Current         |
| Mr David Chapman      | Non-executive Director                           | 25 September 2020 | Current         |
| Mr Stephen Quantrill  | Executive Director                               | 21 May 2021       | Current         |
| Mr Keith Liddell      | Non-executive Director                           | 25 September 2020 | Current         |
| Mr Gabriel Oliva      | Chief Executive Officer                          | 29 July 2020      | 1 December 2023 |
| Ms Abby Macnish Niven | Chief Financial Officer and<br>Company Secretary | 1 May 2020        | Current         |

There have been no other changes after the reporting date and up to the date that the financial report was authorised for issue.

The Remuneration Report is set out under the following main headings:

- A            Remuneration Philosophy
- B            Remuneration Governance, Structure and Approvals
- C            Remuneration and Performance
- D            Details of Remuneration
- E            Contractual Arrangements
- F            Share-based Compensation
- G            Equity Instruments Issued on Exercise of Remuneration Options, Performance Rights and Performance Shares
- H            Voting and comments made at the Company's 2022 Annual General Meeting
- I            Loans with KMP
- J            Other transactions with KMP

## **A Remuneration Philosophy**

KMP have authority and responsibility for planning, directing and controlling the activities of the Group.

The Group's broad remuneration policy is to ensure the remuneration package properly reflects the person's duties and responsibilities and that remuneration is competitive in attracting, retaining and motivating people of the highest quality.

## **B Remuneration Governance, Structure and Approvals**

Remuneration of Directors is currently set by the Board of Directors. The Board has not established a separate Remuneration Committee at this point in the Group's development. It is considered that the size of the Board along with the level of activity of the Group renders this impractical. The Company did engage a tax advisor for tax advice relating to proposed Director long term incentive awards. The Board, acting as a Remuneration Committee, is primarily responsible for:

- The over-arching executive remuneration framework;
- Operation of the incentive plans which apply to executive directors and senior executives, including key performance indicators and performance hurdles;
- Remuneration levels of executives; and
- Non-Executive Director fees.

Their objective is to ensure that remuneration policies and structures are fair and competitive and aligned with the long-term interests of the Group.

### **❖ Non-Executive Remuneration Structure**

The remuneration of Non-Executive Directors consists of Board and Committee fees. The total aggregate fixed sum per annum to be paid to Non-Executive Directors shall be no more than \$500,000 as detailed in the Company's Constitution, which was approved by ordinary resolution of the Shareholders in General Meeting held on 17 November 2022.

Remuneration of Non-Executive Directors is based on fees approved by the Board and is set at levels to reflect market conditions and encourage the continued services of the Directors. The chair's fees are determined independently to the fees of the Non-Executive Director's based on comparative roles in the external market.

The remuneration of Non-Executive Directors is detailed in Table 1 and their contractual arrangements are disclosed in "Section E – Contractual Arrangements". Remuneration may also include an invitation to participate in share-based incentive programmes in accordance with Company policy.

The nature and amount of remuneration is collectively considered by the Board of Directors with reference to relevant employment conditions and fees commensurate to a company of similar size and level of activity, with the overall objective of ensuring maximum stakeholder benefit from the retention of high-performing Directors.

## ❖ Executive Remuneration Structure

The nature and amount of remuneration of executives are assessed on a periodic basis with the overall objective of ensuring maximum stakeholder benefit from the retention of high-performance Directors.

The main objectives sought when reviewing executive remuneration is that the Company has:

- Coherent remuneration policies and practices to attract and retain Executives;
- Executives who will create value for shareholders;
- Competitive remuneration offered benchmarked against the external market; and
- Fair and responsible rewards to Executives having regard to the performance of the Group, the performance of the Executives and the general pay environment.

Refer below for details of Executive Directors' remuneration.

## C Remuneration and Performance

The following table shows the gross revenue, profit/(loss), earnings per share ("EPS") and share price of the Group for the financial year ended 31 December 2023. The prior period relate to 12 months ended 31 December 2022.

|                                  | 12 months ended<br>31 December 2023 | 12 months ended 30<br>31 December 2022 |
|----------------------------------|-------------------------------------|----------------------------------------|
| Revenue                          | -                                   | -                                      |
| Other Income (\$)                | 178,020                             | 138,143                                |
| Net profit/(loss) after tax (\$) | (20,447,967)                        | 10,900,302                             |
| EPS (cents per share)            | (0.95)                              | 0.51                                   |
| Share price (cents)              | 1.4                                 | 2.6                                    |

### Relationship between Remuneration and Company Performance

Given the current position of the Company and the sale of the main asset, the Board does not consider earnings during the year ended 31 December 2023 when determining, and in relation to, the nature and amount of remuneration of KMP.

The pay and reward framework for key management personnel may consist of the following areas:

- a) Fixed Remuneration – base salary
- b) Variable Short-Term Incentives
- c) Variable Long-Term Incentives

The combination of these would comprise the key management personnel's total remuneration.

#### a) Fixed Remuneration – Base Salary

The fixed remuneration for each KMP is influenced by the nature and responsibilities of each role and knowledge, skills and experience required for each position. Fixed remuneration provides a base level of remuneration which is market competitive and comprises a base salary inclusive of statutory superannuation or equivalent in the place of employment. It is structured as a total employment cost package.

Key management personnel are offered a competitive base salary that comprises the fixed component of pay and rewards. External remuneration consultants may provide analysis and advice to ensure base pay is set to reflect the market for a comparable role.

There is no guaranteed pay increase included in any key management personnel's contract.

**b) Variable Remuneration – Short -Term Incentives (STI)**

Discretionary cash bonuses may be paid to KMP annually, subject to the requisite Board and shareholder approvals where applicable. No cash bonuses were paid to KMP's during the financial year.

For the 31 December 2023 financial year, there are no discretionary cash bonus payments payable.

**c) Variable Remuneration – Long-Term Incentives (LTI)**

**Options**

There have been no options issued to employees at the date of this financial report.

**Employee Securities Incentive Plan**

The Employee Securities Incentive Plan ("Plan") was adopted by the Group at the 12 November 2021 Annual General Meeting ("AGM").

The current Plan provides the Board with the discretion to issue securities to eligible participants which will vest subject to the achievement of performance hurdles as determined by the Board from time to time.

The objective of the Plan is to attract, motivate and retain KMPs and it is considered by the Group that the Plan and the future issue of Performance Rights under the Plan will provide selected participants with the opportunity to participate in the future growth of the Group. The Plan will enable the Group to make grants to Eligible Participants so that long-term incentives form a key component of their total annual remuneration.

The Board believes that grants under the Plan will serve a number of purposes including:

- to act as a key retention tool; and
- to focus attention on future shareholder value generation.

During the financial period the Company issued 3,750,000 unlisted performance rights (with an expiry date of 31 May 2025) to KMP's.

Any grants under the Plan will be subject to the achievement of KPIs. Appropriate KPIs may be formulated for each Eligible Participant to participate in the Plan based on their role and responsibilities in the Group.

## D Details of Remuneration

Details of the nature and amount of each major element of the remuneration of each KMP of the Group during the financial year are:

Table 1 – Remuneration of KMP of the Group for the 12-month period ended 31 December 2023 is set out below:

| 31 December 2023                | Short-term Benefits |          | Post-employment benefits | Share based payments |                  | Performance related |
|---------------------------------|---------------------|----------|--------------------------|----------------------|------------------|---------------------|
|                                 | Salary and fees     | Bonuses  | Superannuation           | Other                | Total            |                     |
|                                 | \$                  | \$       | \$                       | \$                   | \$               | %                   |
| <b>Non-Executive Directors</b>  |                     |          |                          |                      |                  |                     |
| Ms Anna Neuling                 | 60,000              | -        | -                        | 40,503               | 100,503          | 42%                 |
| Mr David Chapman                | 50,000              | -        | -                        | 40,503               | 90,503           | 46%                 |
| Mr Keith Liddell                | 67,561              | -        | -                        | 40,503               | 108,064          | 39%                 |
| <b>Executive KMP</b>            |                     |          |                          |                      |                  |                     |
| Mr Stephen Quantrill            | 200,004             | -        | -                        | 71,631               | 271,635          | 28%                 |
| Mr Gabriel Oliva <sup>(i)</sup> | 373,640             | -        | -                        | 14,063               | 387,703          | 4%                  |
| Ms Abby Macnish Niven           | 195,000             | -        | -                        | 4,688                | 199,688          | 2%                  |
| <b>Total</b>                    | <b>946,205</b>      | <b>-</b> | <b>-</b>                 | <b>211,891</b>       | <b>1,158,096</b> | <b>18%</b>          |

(i) On 1 December 2023, Gabriel Oliva was given a notice of discharge in accordance with his contract.

During the current financial year, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$50,000 to Parati Pty Ltd, an entity related to Director David Chapman.
- The USD equivalent of AUD\$67,561 to Keshel Consult Limited, an entity related to Director Keith Liddell.
- \$253,577 to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for directors' fees (\$200,004) and rental of office space and shared facilities and travel expenses (\$53,573).
- \$213,462 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and Company Secretary services (\$195,000) and accounting services and travel expenses (\$18,462), \$19,250 was included in trade payables at 31 December 2023.

Mr Keith Liddell is paid in USD. Mr Gabriel da Cunha is paid in BRL. Their salary and fees have been translated using average rates.

All of the related party payments noted above, with the exception of rent, accounting services and travel costs, are included in table above.

## D Details of Remuneration (continued)

Details of the remuneration of KMP of the Group for the year ended 12 months ended 31 December 2022 is set out below:

| 31 December 2022                     | Short term Benefits |                | Post-employment benefits | Share based payments |                  | Performance related |
|--------------------------------------|---------------------|----------------|--------------------------|----------------------|------------------|---------------------|
|                                      | Salary and fees     | Bonuses        | Superannuation           | Other                | Total            |                     |
|                                      | \$                  | \$             | \$                       | \$                   | \$               | %                   |
| <b>Non-Executive Directors</b>       |                     |                |                          |                      |                  |                     |
| Ms Anna Neuling                      | 60,000              | -              | -                        | 21,733               | 81,733           | 27%                 |
| Mr David Chapman                     | 83,750              | -              | -                        | 21,733               | 105,483          | 21%                 |
| Mr Keith Liddell                     | 75,185              | -              | -                        | 21,733               | 96,918           | 22%                 |
| <b>Former Non-Executive Director</b> |                     | -              |                          |                      |                  |                     |
| <b>Executive KMP</b>                 |                     |                |                          |                      |                  |                     |
| Mr Stephen Quantrill                 | 200,004             | 50,000         | -                        | 26,591               | 276,595          | 28%                 |
| Mr Gabriel Oliva                     | 279,620             | 101,907        | -                        | 69,584               | 451,111          | 38%                 |
| Ms Abby Macnish Niven                | 195,000             | 30,000         | -                        | 23,195               | 248,195          | 21%                 |
| <b>Total</b>                         | <b>893,559</b>      | <b>181,907</b> | <b>-</b>                 | <b>184,569</b>       | <b>1,260,035</b> | <b>29%</b>          |

During the 12-month period ended 31 December 2022, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$83,750 to Parati Pty Ltd, an entity related to Director David Chapman.
- The USD equivalent of AUD\$75,185 to Keshel Consulting Limited, an entity related to Director Keith Liddell.
- \$264,663 to McRae Investments, an entity related to Director Stephen Quantrill. The payments for directors' fees (\$200,004) and management fees included the rental of office space and shared facilities and travel expenses (\$64,659).
- \$225,000 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and company secretary services.

Mr Keith Liddell is paid in USD. Mr Gabriel da Cunha is paid in BRL. Their salary and fees have been translated using average rates.

All of the related party payments noted above, with the exception of rent and travel costs, are included in the table above.



## D Details of Remuneration (continued)

Table 2 – Shareholdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2023:

| 31 December 2023               | Balance<br>1/01/2023 | Conversion/Additions | Balance<br>31/12/2023 |
|--------------------------------|----------------------|----------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                      |                       |
| Ms Anna Neuling (i)            | 4,250,000            | 750,000              | 5,000,000             |
| Mr David Chapman (ii)          | 2,650,000            | 750,000              | 3,400,000             |
| Mr Keith Liddell (iii)         | 19,729,936           | 750,000              | 20,479,936            |
| <b>Executive KMP</b>           |                      |                      |                       |
| Mr Stephen Quantrill (iv)      | 2,250,000            | 1,750,000            | 4,000,000             |
| Mr Gabriel Oliva (v)           | -                    | 4,500,000            | 4,500,000             |
| Ms Abby Macnish Niven (vi)     | 2,550,000            | 375,000              | 2,925,000             |
| <b>TOTAL</b>                   | <b>31,429,936</b>    | <b>8,875,000</b>     | <b>40,304,936</b>     |

- (i) Anna Neuling converted 750,000 performance rights into 750,000 shares.
- (ii) David Chapman converted 750,000 performance rights into 750,000 shares.
- (iii) Keith Liddell converted 750,000 performance rights into 750,000 shares.
- (iv) Stephen Quantrill converted 750,000 performance rights into 750,000 shares and purchased 1,00,000 shares.
- (v) Gabriel Oliva converted 4,500,000 performance rights into 4,500,000 shares.
- (vi) Abby Macnish Niven converted 375,000 performance rights into 375,000 shares.

Table 3 – Shareholdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2022:

| 31 December 2022               | Balance<br>1/01/2022 | Conversion/Additions | Balance<br>31/12/2022 |
|--------------------------------|----------------------|----------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                      |                       |
| Ms Anna Neuling (i)            | 3,500,000            | 750,000              | 4,250,000             |
| Mr David Chapman (ii)          | 1,900,000            | 750,000              | 2,650,000             |
| Mr Keith Liddell (iii)         | 18,979,936           | 750,000              | 19,729,936            |
| <b>Executive KMP</b>           |                      |                      |                       |
| Mr Stephen Quantrill (v)       | 1,500,000            | 750,000              | 2,250,000             |
| Mr Gabriel Oliva               | -                    | -                    | -                     |
| Ms Abby Macnish Niven (vi)     | 2,175,000            | 375,000              | 2,550,000             |
| <b>TOTAL</b>                   | <b>28,054,936</b>    | <b>3,375,000</b>     | <b>31,429,936</b>     |

- (i) Anna Neuling converted 750,000 performance rights into 750,000 shares.
- (ii) David Chapman converted 750,000 performance rights into 750,000 shares.
- (iii) Keith Liddell converted 750,000 performance rights into 750,000 shares.
- (iv) Stephen Quantrill converted 750,000 performance rights into 750,000 shares.
- (v) Abby Macnish Niven converted 375,000 performance rights into 375,000 shares.

Table 4 – Performance Rights holdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2023:

| 31 December 2023               | Balance<br>1/01/2023 | Granted as<br>Remuneration | Exercise of<br>Performance Rights | Balance<br>31/12/2023 |
|--------------------------------|----------------------|----------------------------|-----------------------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                            |                                   |                       |
| Ms Anna Neuling                | 2,250,000            | 750,000                    | (750,000)                         | 2,250,000             |
| Mr David Chapman               | 2,250,000            | 750,000                    | (750,000)                         | 2,250,000             |
| Mr Keith Liddell               | 2,250,000            | 750,000                    | (750,000)                         | 2,250,000             |
| <b>Executive KMP</b>           |                      |                            |                                   |                       |
| Mr Stephen Quantrill           | 3,750,000            | 1,500,000                  | (750,000)                         | 4,500,000             |
| Mr Gabriel Oliva               | 4,500,000            | -                          | (4,500,000)                       | -                     |
| Ms Abby Macnish Niven          | 375,000              | -                          | (375,000)                         | -                     |
| <b>TOTAL</b>                   | <b>15,375,000</b>    | <b>3,750,000</b>           | <b>(7,875,000)</b>                | <b>11,250,000</b>     |

Table 5 – Performance Rights holdings of KMP (direct and indirect holdings) for the 12 months ended 31 December 2022:

| 31 December 2022               | Balance<br>1/01/2022 | Granted as<br>Remuneration | Exercise of<br>Performance Rights | Balance<br>31/12/2022 |
|--------------------------------|----------------------|----------------------------|-----------------------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                            |                                   |                       |
| Ms Anna Neuling                | 1,500,000            | 1,500,000                  | (750,000)                         | 2,250,000             |
| Mr David Chapman               | 1,500,000            | 1,500,000                  | (750,000)                         | 2,250,000             |
| Mr Keith Liddell               | 1,500,000            | 1,500,000                  | (750,000)                         | 2,250,000             |
| <b>Executive KMP</b>           |                      |                            |                                   |                       |
| Mr Stephen Quantrill           | 1,500,000            | 3,000,000                  | (750,000)                         | 3,750,000             |
| Mr Gabriel Oliva               | 4,500,000            | -                          | -                                 | 4,500,000             |
| Ms Abby Macnish Niven          | 750,000              | -                          | (375,000)                         | 375,000               |
| <b>TOTAL</b>                   | <b>11,250,000</b>    | <b>7,500,000</b>           | <b>(3,375,000)</b>                | <b>15,375,000</b>     |

## E Contractual Arrangements

### Key terms of employment contracts for executive KMP's

#### Stephen Quantrill – Executive Director

- Annual consulting fee of \$200,000 (exclusive of GST);
- Effective date: 21 May 2021;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 3 months.

#### Gabriel Oliva – Chief Executive Officer

- Base Salary 80,000 BRL per month;
- Effective date: 12 June 2020;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 90 days.

**Abby Macnish Niven – Company Secretary/Chief Financial Officer**

- Annual consulting fee of \$195,000 (exclusive of GST);
- Effective date: 1 January 2022;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 1 month.

**F Share-based Compensation**

The Company rewards Directors for their performance and aligns their remuneration with the creation of shareholder wealth by issuing performance rights. Share-based compensation is at the discretion of the Board and no individual has a contractual right to receive any guaranteed benefits.

**Shares**

There were no shares provided to KMP during the current financial year.

**Performance Rights**

For the twelve-month period ended 31 December 2023, 7,875,000 performance rights were exercised by directors and other key management personnel.

The Company issued 3,750,000 performance rights (with an expiry date of 31 May 2025) to directors.

At the signing of this report the Company has 11,250,000 (31 December 2022: 15,375,000) performance rights outstanding to directors and KMP.

The terms and conditions of each tranche of performance rights affecting remuneration in the current or future reporting period are as follows:

| Name                              | Grant Date | Number Granted | Expiry Date | Value of each Right (cents) | Vested |
|-----------------------------------|------------|----------------|-------------|-----------------------------|--------|
| Ms Anna Neuling                   |            |                |             |                             |        |
| TIPR24 Tranche 1 <sup>(i)</sup>   | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | Yes    |
| TIPR24 Tranche 2 <sup>(ii)</sup>  | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | Yes    |
| TIPR25 Tranche 1 <sup>(iii)</sup> | 31/05/2023 | 375,000        | 31/05/2025  | 2.2                         | -      |
| TIPR25 Tranche 2 <sup>(iv)</sup>  | 31/05/2023 | 375,000        | 31/05/2025  | 2.2                         | -      |
| Mr David Chapman                  |            |                |             |                             |        |
| TIPR24 Tranche 1 <sup>(i)</sup>   | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | Yes    |
| TIPR24 Tranche 2 <sup>(ii)</sup>  | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | Yes    |
| TIPR25 Tranche 1 <sup>(iii)</sup> | 31/05/2023 | 375,000        | 31/05/2025  | 2.2                         | -      |
| TIPR25 Tranche 2 <sup>(iv)</sup>  | 31/05/2023 | 375,000        | 31/05/2025  | 2.2                         | -      |
| Mr Stephen Quantrill              |            |                |             |                             |        |
| TIPR24 Tranche 1 <sup>(i)</sup>   | 22/12/2022 | 1,500,000      | 22/12/2024  | 2.4                         | Yes    |
| TIPR24 Tranche 2 <sup>(ii)</sup>  | 22/12/2022 | 1,500,000      | 22/12/2024  | 2.4                         | Yes    |
| TIPR25 Tranche 1 <sup>(iii)</sup> | 31/05/2023 | 750,000        | 31/05/2025  | 2.2                         | -      |
| TIPR25 Tranche 2 <sup>(iv)</sup>  | 31/05/2023 | 750,000        | 31/05/2025  | 2.2                         | -      |
| Mr Keith Liddell                  |            |                |             |                             |        |
| TIPR24 Tranche 1 <sup>(i)</sup>   | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | Yes    |
| TIPR24 Tranche 2 <sup>(iii)</sup> | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | Yes    |
| TIPR25 Tranche 1 <sup>(iii)</sup> | 31/05/2023 | 350,000        | 31/05/2025  | 2.2                         | -      |
| TIPR25 Tranche 2 <sup>(iv)</sup>  | 31/05/2023 | 350,000        | 31/05/2025  | 2.2                         | -      |

- (i) TIPR24 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 12-month period ended 30 June 2023 greater than the financial year ended 30 June 2022, as evidenced by the reviewed financial report for 30 June 2023\*\*.
- (ii) TIPR24 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 600,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 480,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil.
- (iii) TIPR25 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 6 months from 1 July 2023 and ending on 31 December 2023 than the financial half year ended 31 December 2022, as evidenced by the audited financial report for 31 December 2023 and 31 December 2023. The Group has deemed it not probable that these performance shares will vest.
- (iv) TIPR25 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 300,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 240,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil for 6 months from 1 July 2023 and ending on 31 December 2023. The Group has deemed it not probable that these performance shares will vest.

\*\* In light of the update to the end of financial year to December year end, this vesting condition has been modified to reflect this timing change.

The Performance Rights were issued for nil consideration and no consideration will be payable upon the vesting of the Performance Rights. Rights granted under the Performance Rights Plan carry no dividend or voting rights. Details of Performance Rights provided as part of remuneration to Key Management Personnel are shown above.

The assessed fair value at grant date of Performance Rights granted to the individuals is allocated equally over the period from grant date to vesting date, and the amount is included in the remuneration tables above.

Further information on the performance rights is set out in Note 21 to the financial statements.

#### **G Equity Instruments Issued on Exercise of Remuneration Options, Performance Rights and Performance Shares**

During the 12-month period ended 31 December 2023, 7,875,000 performance rights were exercised by directors and other key management personnel (12-month period ended 31 December 2022: 3,375,000 performance rights were exercised by directors).

At the signing of this report the Company has 11,250,000 (12-month period ended 31 December 2022: 15,375,000) performance rights outstanding to directors and KMP.

No remuneration options were exercised during the financial year.

#### **H Voting and Comments made at the Company's 2023 Annual General Meeting ('AGM')**

At the 2023 AGM, 99.70% of the votes received supported the adoption of the Remuneration Report for the 6-months ended 31 December 2022. The Company did not receive any specific feedback at the AGM or throughout the year on its remuneration practices.

#### **I Loans with KMP**

There were no loans made to any KMP during the 12-month period ended 31 December 2023 (12-month period ended 31 December 2022: nil).

#### **J Other Transactions with KMP**

During the 12-month period ended 31 December 2023, the Group made fee payments of \$72,036 (12-month period ended 31 December 2022: \$64,659) to McRae Investments, an entity related to Director Stephen Quantrill and CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish. The payments to McRae Investments were for rental of office space and shared facilities and travel expenses (\$53,573) and the payments CAMS Advisory Pty Ltd were for accounting services and travel expenses (\$18,462).

All transactions were on normal terms and conditions.

*End of Remuneration Report.*

This report is made in accordance with a resolution of directors.



Ms Anna Neuling  
**Non-Executive Chair**  
Perth, Western Australia  
20 June 2024



## AUDITOR'S INDEPENDENCE DECLARATION

As lead auditor for the audit of the consolidated financial report of Tombador Iron Limited for the year ended 31 December 2023, I declare that to the best of my knowledge and belief, there have been no contraventions of:

- a) the auditor independence requirements of the *Corporations Act 2001* in relation to the audit; and
- b) any applicable code of professional conduct in relation to the audit.

Perth, Western Australia  
20 June 2024



**D I Buckley**  
Partner

**hlb.com.au**

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# CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

For the year ended 31 December 2023

|                                                                                                        | Not<br>e | 12 months ended 31<br>December 2023<br>\$ | 12 months ended<br>31 December 2022<br>\$ |
|--------------------------------------------------------------------------------------------------------|----------|-------------------------------------------|-------------------------------------------|
| <b>CONTINUING OPERATIONS</b>                                                                           |          |                                           |                                           |
| Royalty revenue                                                                                        |          | 166,638                                   | -                                         |
| Other income                                                                                           |          | 178,020                                   | 138,143                                   |
| Administration and other expenses                                                                      | 2        | (2,752,188)                               | (3,141,943)                               |
| <b>Operating profit before finance cost</b>                                                            |          | <b>(2,407,530)</b>                        | <b>(3,003,800)</b>                        |
| <b>Loss before income tax</b>                                                                          |          | <b>(2,407,530)</b>                        | <b>(3,003,800)</b>                        |
| Tax expense                                                                                            | 3        | -                                         | -                                         |
| <b>Loss after tax for the year from continuing operations</b>                                          |          | <b>(2,407,530)</b>                        | <b>(3,003,800)</b>                        |
| <b>DISCONTINUED OPERATIONS</b>                                                                         |          |                                           |                                           |
| (Loss)/Profit from discontinued operations after tax                                                   |          | (18,040,437)                              | 13,904,102                                |
| <b>Total (loss)/profit after income tax</b>                                                            |          | <b>(20,447,967)</b>                       | <b>10,900,302</b>                         |
| <b>Other comprehensive income</b>                                                                      |          |                                           |                                           |
| <i>Items that may be reclassified subsequently to profit or loss:</i>                                  |          |                                           |                                           |
| Exchange differences on translating foreign operations                                                 |          | (2,943,970)                               | 2,425,358                                 |
| <b>Other comprehensive income for the year, net of tax</b>                                             |          | <b>(2,943,970)</b>                        | <b>2,425,358</b>                          |
| <b>Total comprehensive (loss)/ income for year</b>                                                     |          | <b>(23,391,937)</b>                       | <b>13,325,660</b>                         |
| Profit/(loss) per share from continuing operations attributable to the owners of Tombador Iron Limited |          |                                           |                                           |
| Basic earnings per share (cents)                                                                       | 11       | (0.11)                                    | (0.14)                                    |
| Diluted earnings per share (cents)                                                                     | 11       | (0.11)                                    | (0.14)                                    |
| (Loss)/profit per share attributable to the owners of Tombador Iron Limited                            |          |                                           |                                           |
| Basic earnings per share (cents)                                                                       | 11       | (0.95)                                    | 0.65                                      |
| Diluted earnings per share (cents)                                                                     | 11       | (0.94)                                    | 0.64                                      |

The above consolidated statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes.



# CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at 31 December 2023

|                                      | Note | 31 December 2023<br>\$ | 31 December 2022<br>\$ |
|--------------------------------------|------|------------------------|------------------------|
| <b>Current Assets</b>                |      |                        |                        |
| Cash and cash equivalents            | 4a   | 8,616,606              | 14,182,028             |
| Trade and other receivables          | 4b   | 5,674,491              | 4,082,911              |
| Inventory                            | 5    | -                      | 13,913,339             |
| Other assets                         | 6    | 58,917                 | 2,088,338              |
| <b>Total Current Assets</b>          |      | <b>14,350,014</b>      | <b>34,266,616</b>      |
| <b>Non-Current Assets</b>            |      |                        |                        |
| Property, plant, and equipment       | 7    | 13,575                 | 9,195,160              |
| Right-of-use assets                  | 4d   | -                      | 8,572,600              |
| <b>Total Non-Current Assets</b>      |      | <b>13,575</b>          | <b>17,767,760</b>      |
| <b>Total Assets</b>                  |      | <b>14,363,589</b>      | <b>52,034,376</b>      |
| <b>Current Liabilities</b>           |      |                        |                        |
| Trade and other payables             | 4c   | 1,184,973              | 3,183,147              |
| Lease liability                      | 4d   | -                      | 2,972,016              |
| Provisions                           | 8    | -                      | 465,978                |
| <b>Total Current Liabilities</b>     |      | <b>1,184,973</b>       | <b>6,621,141</b>       |
| <b>Non-Current Liabilities</b>       |      |                        |                        |
| Lease liability                      | 4d   | -                      | 6,357,488              |
| Provisions                           | 8    | -                      | 2,783,020              |
| <b>Total Non-Current Liabilities</b> |      | <b>-</b>               | <b>9,140,508</b>       |
| <b>Total Liabilities</b>             |      | <b>1,184,973</b>       | <b>15,761,649</b>      |
| <b>Net Assets</b>                    |      | <b>13,178,616</b>      | <b>36,272,727</b>      |
| <b>Equity</b>                        |      |                        |                        |
| Share Capital                        | 9    | 36,471,957             | 36,471,957             |
| Reserves                             | 10   | 1,193,873              | 3,840,017              |
| Accumulated losses                   |      | (24,487,214)           | (4,039,247)            |
| <b>Total Equity</b>                  |      | <b>13,178,616</b>      | <b>36,272,727</b>      |

The above consolidated statement of financial position should be read in conjunction with the accompanying notes.





## CONSOLIDATED STATEMENT OF CHANGES OF EQUITY

For the year ended 31 December 2023

|                                                              | Share Capital     | Accumulated Losses  | Foreign Currency Translation Reserve | Share-based Payment Reserve | Total Equity        |
|--------------------------------------------------------------|-------------------|---------------------|--------------------------------------|-----------------------------|---------------------|
|                                                              | \$                | \$                  | \$                                   | \$                          | \$                  |
| <b>Balance at 1 January 2022</b>                             | <b>36,471,957</b> | <b>(8,955,998)</b>  | <b>290,627</b>                       | <b>843,803</b>              | <b>28,650,389</b>   |
| Profit for the period                                        | -                 | 10,900,302          | -                                    | -                           | 10,900,302          |
| Other comprehensive income                                   | -                 | -                   | 2,425,358                            | -                           | 2,425,358           |
| <b>Total comprehensive income for the period</b>             | <b>-</b>          | <b>10,900,302</b>   | <b>2,425,358</b>                     | <b>-</b>                    | <b>13,325,660</b>   |
| <i>Transactions with owners in their capacity as owners:</i> |                   |                     |                                      |                             |                     |
| Share-based payments                                         | -                 | -                   | -                                    | 280,229                     | 280,229             |
| Dividends paid                                               | -                 | (5,983,551)         | -                                    | -                           | (5,983,551)         |
| <b>Balance at 31 December 2022</b>                           | <b>36,471,957</b> | <b>(4,039,247)</b>  | <b>2,715,985</b>                     | <b>1,124,032</b>            | <b>36,272,727</b>   |
| Loss for the period                                          | -                 | (20,447,967)        | -                                    | -                           | (20,447,967)        |
| Other comprehensive loss                                     | -                 | -                   | (2,943,970)                          | -                           | (2,943,970)         |
| <b>Total comprehensive income for the period</b>             | <b>-</b>          | <b>(20,447,967)</b> | <b>(2,943,970)</b>                   | <b>-</b>                    | <b>(23,391,937)</b> |
| <i>Transactions with owners in their capacity as owners:</i> |                   |                     |                                      |                             |                     |
| Share-based payments                                         | -                 | -                   | -                                    | 297,826                     | 297,826             |
| <b>Balance at 31 December 2023</b>                           | <b>36,471,957</b> | <b>(24,487,214)</b> | <b>(227,985)</b>                     | <b>1,421,858</b>            | <b>13,178,616</b>   |

The above consolidated statement of changes in equity should be read in conjunction with the accompanying notes.



## CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended 31 December 2023

|                                                           | Note      | 12 months ended<br>31 December 2023<br>\$ | 12 months ended<br>31 December 2022<br>\$ |
|-----------------------------------------------------------|-----------|-------------------------------------------|-------------------------------------------|
| <b>Cash Flows from Operating Activities</b>               |           |                                           |                                           |
| Receipts from customers and government grants             |           | 68,429,345                                | 50,074,692                                |
| Payments to suppliers and employees                       |           | (54,694,658)                              | (41,069,583)                              |
| Receipts from other income                                |           | 157,420                                   | 146,651                                   |
| Interest expense                                          |           | (890,454)                                 | (1,449,055)                               |
| Income tax paid                                           |           | (2,154,356)                               | (3,203,865)                               |
| Royalty payments                                          |           | (3,511,466)                               | (1,215,518)                               |
| <b>Net cash inflow from operating activities</b>          | <b>12</b> | <b>7,335,831</b>                          | <b>3,283,322</b>                          |
| <b>Cash Flows from Investing Activities</b>               |           |                                           |                                           |
| Receipts from customers - commissioning revenue           |           | -                                         | 890,431                                   |
| Payments to suppliers and employees – commissioning costs |           | -                                         | (296,727)                                 |
| Payment for plant and equipment                           |           | (10,553,275)                              | (7,551,852)                               |
| <b>Net cash (outflow) from investing activities</b>       |           | <b>(10,553,275)</b>                       | <b>(6,958,148)</b>                        |
| <b>Cash Flows from Financing Activities</b>               |           |                                           |                                           |
| Dividends paid                                            |           | -                                         | (5,983,551)                               |
| Repayment of lease liabilities                            |           | (2,759,284)                               | (2,809,541)                               |
| <b>Net cash (outflow) from financing activities</b>       |           | <b>(2,759,284)</b>                        | <b>(8,793,092)</b>                        |
| <b>Net (decrease) in cash and cash equivalents</b>        |           | <b>(5,976,728)</b>                        | <b>(12,467,918)</b>                       |
| Cash and cash equivalents at the start of the period      |           | 14,182,028                                | 25,233,750                                |
| Exchange rate adjustment                                  |           | 411,306                                   | 1,416,196                                 |
| <b>Cash and cash equivalents at the end of the period</b> |           | <b>8,616,606</b>                          | <b>14,182,028</b>                         |

The above consolidated statement of cash flows should be read in conjunction with the accompanying notes.



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## Contents of the notes to the financial statements

### How numbers are calculated:

1. Segment information
2. Administration and other expenses
3. Taxation
4. Financial assets and financial liabilities
5. Inventory
6. Other assets
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9. Share capital
10. Reserves
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### How we manage risk

13. Critical estimates and judgements
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### Group structure

16. Discontinued operations
17. Interests in subsidiaries

### Unrecognised items

18. Commitments and contingencies
19. Subsequent events

### Further details

20. Related party transactions
21. Share-based payments
22. Remuneration of auditors
23. Parent entity financial information
24. Summary of significant accounting policies



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### How our numbers are calculated:

This section provides additional information about those individual line items in the financial statements that the directors consider most relevant in the context of the operation of the Group, including:

- Accounting policies that are relevant for an understanding of the items recognised in the financial statements. These cover situations where the accounting standards either allow a choice or do not deal with the particular type of transaction.
  - Analysis, including segment information.
  - Information about estimates and judgements made in relation to particular items.
1. Segment information
  2. Administration and other expenses
  3. Taxation
  4. Financial assets and financial liabilities
  5. Inventory
  6. Other assets
  7. Plant and equipment
  8. Provisions
  9. Share capital
  10. Reserves
  11. Earnings per share
  12. Cash flow information

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 1. Segment information

The Group is organised into three operating segments:

- Corporate segment in Australia (Tombador Iron Limited)
- Corporate segment in Singapore (Tombador Iron Singapore Pte Limited)
- Tombador Iron Ore Project in Brazil (Tombador Iron Mineracao Ltda) which was sold in December 2023 and now reported in discontinued.

Operating segments are reported in a manner that is consistent with the internal reporting provided to the chief operating decision maker. The chief operating decision-maker has been identified as the Board of Directors of Tombador Iron Limited. The following table presents the revenue, results and certain asset and liability information regarding the segment information provided to the Board of Directors for the year ended 31 December 2023.

The Group's entire revenue stream is generated from its iron ore mine located in Brazil. The Group has four customers who generated in excess of 10% of the Group's revenue. These customers generated 99% of the Group's revenue for the year.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 1. Segment information

|                                                             | Australia<br>\$ | Singapore<br>\$ | Brazil<br>\$ | Discontinued<br>\$ | Consolidated<br>\$  |
|-------------------------------------------------------------|-----------------|-----------------|--------------|--------------------|---------------------|
| <b>Segment performance 12 months ended 31 December 2023</b> |                 |                 |              |                    |                     |
| Revenue                                                     | -               | -               | -            | 63,061,171         | <b>63,061,171</b>   |
| Other income                                                | 178,020         | 166,638         | -            | 300,068            | <b>644,726</b>      |
| Profit/(Loss) before tax                                    | (2,188,178)     | (219,352)       | -            | (16,700,318)       | <b>(19,107,848)</b> |
| Profit/(Loss) after tax                                     | (2,188,178)     | (219,352)       | -            | (18,040,437)       | <b>(20,447,967)</b> |
| Depreciation                                                | (2,737)         | (10,304)        | -            | (4,427,147)        | <b>(4,440,188)</b>  |
| Finance cost                                                | -               | -               | -            | (1,897,546)        | <b>(1,897,546)</b>  |
| <b>Segment performance 12 months ended 31 December 2022</b> |                 |                 |              |                    |                     |
| Revenue                                                     | -               | -               | -            | 51,950,554         | <b>51,950,554</b>   |
| Other income                                                | 138,143         | -               | -            | 117,803            | <b>255,946</b>      |
| Profit/(Loss) before tax                                    | (2,573,908)     | (429,892)       | -            | 14,982,033         | <b>11,978,233</b>   |
| Profit/(Loss) after tax                                     | (2,573,908)     | (429,892)       | -            | 13,904,102         | <b>10,900,302</b>   |
| Depreciation                                                | (7,818)         | (19,941)        | -            | (3,678,188)        | <b>(3,705,947)</b>  |
| Finance cost                                                | -               | -               | -            | (1,062,194)        | <b>(1,062,194)</b>  |

|                                   | Australia<br>\$ | Singapore<br>\$ | Brazil<br>\$ | Elimination<br>\$ | Consolidated<br>\$ |
|-----------------------------------|-----------------|-----------------|--------------|-------------------|--------------------|
| <b>As at 31 December 2023</b>     |                 |                 |              |                   |                    |
| Segment Assets                    | 13,990,781      | 5,305,556       | -            | (4,932,748)       | <b>14,363,589</b>  |
| Segment Liabilities               | 812,165         | 372,808         | -            | -                 | <b>1,184,973</b>   |
| Acquisition of non-current assets |                 |                 |              |                   |                    |
| <b>As at 31 December 2022</b>     |                 |                 |              |                   |                    |
| Segment Assets                    | 27,524,230      | 251,749         | 37,791,335   | (13,532,938)      | <b>52,034,376</b>  |
| Segment Liabilities               | 828,481         | 7,791           | 14,925,377   | -                 | <b>15,761,649</b>  |
| Acquisition of non-current assets | -               | -               | 4,808,041    | -                 | <b>4,808,041</b>   |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 2. Administration and other expenses

|                                                                     | Consolidated Entity                      |                                           |
|---------------------------------------------------------------------|------------------------------------------|-------------------------------------------|
|                                                                     | 12months ended 31<br>December 2023<br>\$ | 12 months ended 31<br>December 2022<br>\$ |
| <b>From continuing operations</b>                                   |                                          |                                           |
| Share-based payments                                                | 297,826                                  | 280,229                                   |
| Administrative expenses                                             | 1,264,394                                | 1,165,657                                 |
| Marketing expenses                                                  | 45,396                                   | 13,554                                    |
| Occupancy costs                                                     | 25,523                                   | 29,953                                    |
| Other Expenses                                                      | 1,878                                    | 8,393                                     |
| Employee benefits expense                                           | 1,104,130                                | 1,616,398                                 |
| Depreciation and amortisation costs                                 | 13,041                                   | 27,759                                    |
| <b>Administration and other expenses from continuing operations</b> | <b>2,752,188</b>                         | <b>3,141,943</b>                          |

### Accounting policy

#### *Depreciation and amortisation*

Refer to note 7 for details on depreciation.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## 3. Taxation

|                                                                                                                                                                   | Consolidated Entity<br>12 months<br>ended 31<br>December<br>2023<br>\$ | 12 months<br>ended 31<br>December<br>2022<br>\$ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-------------------------------------------------|
| <b>Tax Expense</b>                                                                                                                                                |                                                                        |                                                 |
| Current tax expense                                                                                                                                               | 1,340,119                                                              | 1,077,931                                       |
| Income tax expense is attributable to:                                                                                                                            |                                                                        |                                                 |
| Profit/(loss) from continuing operations                                                                                                                          | -                                                                      | -                                               |
| (Loss)/profit from discontinuing operations                                                                                                                       | 1,340,119                                                              | 1,077,931                                       |
|                                                                                                                                                                   | <u>1,340,119</u>                                                       | <u>1,077,931</u>                                |
| <b>The prima facie income tax expense on pre-tax accounting loss from operations reconciles to the income tax expense in the financial statements as follows:</b> |                                                                        |                                                 |
| (Loss)/profit from continuing operations before income tax expense                                                                                                | (2,407,530)                                                            | (3,003,800)                                     |
| (Loss)/profit from discontinuing operations before income tax expense                                                                                             | (16,700,318)                                                           | 14,982,033                                      |
| Accounting profit/(loss) before income tax                                                                                                                        | <u>(19,107,848)</u>                                                    | <u>11,978,233</u>                               |
| Income tax benefit calculated at 30% (31 December 2022:28%)                                                                                                       | (5,732,354)                                                            | 3,353,905                                       |
| Tax effect of amounts which are not deductible/(taxable) in calculating taxable income                                                                            |                                                                        |                                                 |
| Non-deductible expenses                                                                                                                                           | 7,819,383                                                              | 210,166                                         |
| Non-assessable income                                                                                                                                             | -                                                                      | 74,131                                          |
| Current year tax losses not recognised                                                                                                                            | 767,155                                                                | 506,600                                         |
| Differences in tax rates <sup>(i)</sup>                                                                                                                           | (1,299,063)                                                            | (1,527,133)                                     |
| Effect of tax in foreign jurisdictions                                                                                                                            | -                                                                      | 612,683                                         |
| Movement in unrecognised temporary differences                                                                                                                    | (10,300)                                                               | (1,034,738)                                     |
| Deductible equity raising costs                                                                                                                                   | (204,702)                                                              | (860,151)                                       |
| Temporary differences not recognised                                                                                                                              | -                                                                      | (257,532)                                       |
| <b>Income tax expense attributable to entity</b>                                                                                                                  | <b><u>1,340,119</u></b>                                                | <b><u>1,077,931</u></b>                         |

(i) The Group was granted the Sudene Tax Incentive in relation to its Brazil operations for a period of ten years. The Superintendency for the Development of the Northeast, or "Sudene", is a Brazilian governmental agency created in 1959, to stimulate economic growth in the Northeastern region of Brazil. The incentive was created in 2002. The Sudene Benefit grants a 75% reduction on the IRPJ Income Tax payable by the Group, which results in the income tax payable on Brazil operations to move to approximately 15.25% from the standard rate of approximately 34%.





## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### Deferred tax balances

For the year to 31 December 2023, net deferred tax assets of \$3,203,026 (31 December 2022: \$3,017,325) have not been recognised in terms of AASB112 Income Taxes. The Parent Company does not currently have foreseeable future taxable profits against which the deductible temporary differences and unused tax losses comprising this net deferred tax amount may be utilised.

|                                                                                                        | Consolidated Entity                                    |                                                        |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|
|                                                                                                        | 12 months ended<br>31 December<br>2023<br>\$<br>30.00% | 12 months ended<br>31 December<br>2023<br>\$<br>30.00% |
| <b>Recognised deferred tax assets and liabilities</b>                                                  |                                                        |                                                        |
| <b>Deferred tax assets</b>                                                                             |                                                        |                                                        |
| Employee provisions                                                                                    | 4,073                                                  | 3,473                                                  |
| ROU assets                                                                                             | -                                                      | 2,505,635                                              |
|                                                                                                        | <u>4,073</u>                                           | <u>2,509,108</u>                                       |
| Set-off of deferred tax liabilities                                                                    | (4,073)                                                | (2,509,108)                                            |
| Net deferred tax assets                                                                                | <u>-</u>                                               | <u>-</u>                                               |
| <b>Deferred tax liabilities</b>                                                                        |                                                        |                                                        |
| Plant & equipment                                                                                      | (4,073)                                                | (3,473)                                                |
| ROU liability                                                                                          | -                                                      | (2,448,923)                                            |
| Other DTLs                                                                                             | -                                                      | (56,712)                                               |
| Gross deferred tax liabilities                                                                         | <u>(4,073)</u>                                         | <u>(2,509,108)</u>                                     |
| Set-off of deferred tax liabilities                                                                    | <u>4,073</u>                                           | <u>2,509,108</u>                                       |
| <b>Net deferred tax liabilities</b>                                                                    | <u>-</u>                                               | <u>-</u>                                               |
| <b>Unused tax losses and temporary differences for which no deferred tax asset has been recognised</b> |                                                        |                                                        |
| Deferred tax assets have not been recognised in respect of the following using corporate tax rates of: | 30.00%                                                 | 30.00%                                                 |
| Deductible temporary differences                                                                       | 270,366                                                | 485,370                                                |
| Tax revenue losses                                                                                     | 2,896,029                                              | 2,495,324                                              |
| Tax capital losses                                                                                     | 36,631                                                 | 36,631                                                 |
| <b>Total unrecognised deferred tax assets</b>                                                          | <u><b>3,203,026</b></u>                                | <u><b>3,017,325</b></u>                                |

The corporate tax rates on both recognised and unrecognised deferred tax assets and deferred tax liabilities have been calculated with respect to the tax rate that is expected to apply in the year the deferred tax asset is realised or the liability is settled.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## Accounting policy

### Deferred income tax

Deferred income tax is provided on all temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Deferred tax assets and liabilities are not recognised if the temporary differences giving rise to them arise from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither accounting nor taxable profit or loss; or are associated with investments and loans in controlled entities and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability settled, based on tax rates (and laws) that have been enacted or substantively enacted at the reporting date.

Current and deferred taxes attributable to amounts recognised directly in equity are also recognised directly in equity and not in the statement of profit or loss.

Deferred tax assets and liabilities are offset only if a legally enforceable right exists to set off tax assets against tax liabilities and the deferred tax assets and liabilities relate to the same taxation authority.

### Income tax

The income tax expense/(benefit) for the year comprises current income tax expense/(income) and deferred tax expense/(income). Current income tax expense charged to the statement of profit or loss and other comprehensive income is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at reporting date. Current tax liabilities/(assets) are therefore measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## 4. Financial assets and financial liabilities

The Group holds the following financial instruments:

|                                    |           | Consolidated Entity |                  |
|------------------------------------|-----------|---------------------|------------------|
|                                    |           | 31 December 2023    | 31 December 2022 |
|                                    |           | \$                  | \$               |
| <b>Financial assets</b>            |           |                     |                  |
| Financial assets at amortised cost |           |                     |                  |
| Cash and cash equivalents          | <b>4a</b> | 8,616,606           | 14,182,028       |
| Trade and other receivables        | <b>7b</b> | 5,674,491           | 4,082,911        |
| <b>Financial liabilities</b>       |           |                     |                  |
| Liabilities at amortised cost      |           |                     |                  |
| Trade and other payables           | <b>4c</b> | 1,184,973           | 3,183,147        |
| Lease liabilities                  | <b>4d</b> | -                   | 9,329,504        |

### a) Cash and cash equivalents

For the purpose of the cash flow statement, cash and cash equivalents comprise the following:

|                          |  | Consolidated Entity |                  |
|--------------------------|--|---------------------|------------------|
|                          |  | 31 December 2023    | 31 December 2022 |
|                          |  | \$                  | \$               |
| Cash at bank and on hand |  | 8,616,606           | 14,182,028       |

Cash and cash equivalents comprise cash on hand which are subject to an insignificant risk of changes in value.

### Accounting policy

Cash and short-term deposits in the statement of financial position comprise cash at bank and on hand and short-term deposits with an original maturity period of three months or less.

For the purposes of the cash flow statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts, if any.

### b) Trade and other receivables

|                                 |  | Consolidated Entity |                  |
|---------------------------------|--|---------------------|------------------|
|                                 |  | 31 December 2023    | 31 December 2022 |
|                                 |  | \$                  | \$               |
| <b>Current</b>                  |  |                     |                  |
| Trade debtors-at amortised cost |  | -                   | 2,130,381        |
| Other receivable <sup>1</sup>   |  | 5,507,853           | -                |
| Accrued revenue                 |  | 166,638             | 1,952,530        |
|                                 |  | <u>5,674,491</u>    | <u>4,082,911</u> |

1 Includes \$5,130,467 cash receivable from disposal of subsidiary refer to note 16(ii).

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

The Directors consider that the carrying amount of trade and other receivables approximates their fair value. All amounts are considered short term, and none are past due.

The amounts represent assets for goods and services provided by the Group prior to the end of financial year which are unpaid. Trade and other receivables are presented as current assets unless payment is not due within 12 months.

### Accounting policy

#### *Initial recognition and measurement and subsequent measurement*

Financial assets with the exception of cash and cash equivalents are classified, at initial recognition, and subsequently measured at amortised cost. For purpose of subsequent measurement, the Group's financial assets with the exception of cash and cash equivalents comprise fully of financial assets at amortised cost (debt instruments).

The Group measures financial assets at amortised cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at amortised cost are subsequently measured using the effective interest rate (EIR) method and are subject to impairment. Interest received is recognised as part of finance income in the statement of profit or loss and other comprehensive income. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired. The Group's financial assets at amortised cost include trade receivables (not subject to provisional pricing) and other receivables.

#### *Impairment of financial assets*

The Group recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Group expects to receive, discounted at an approximation of the original effective interest rate. ECLs are recognised in two stages:

- For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (12-month ECL).
- For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure, irrespective of the timing of the default (lifetime ECL).

For trade receivables (not subject to provisional pricing) and other receivables due in less than 12 months, the Group applies the simplified approach in calculating ECLs. Therefore, the Group does not track changes in credit risk, but instead, recognises a loss allowance based on the financial asset's lifetime ECL at each reporting date. The Group has established a provision matrix for trade receivables that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment. For any other financial assets carried at amortised cost (which are due in more than 12 months), the ECL is based on the 12-month ECL when there has not been a significant increase in credit risk since origination. The 12-month ECL is the proportion of lifetime ECLs that results from default events on a financial instrument that are possible within 12 months after the reporting date.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

When there has been a significant increase in credit risk since origination, the allowance will be based on the lifetime ECL. When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment including forward-looking information. The Group considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the Group may also consider a financial asset to be in default when internal or external information indicates that the Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows and usually occurs when past due for more than one year and not subject to enforcement activity. No ECL was required based on a review of these factors.

### c) Trade and other payables

|                             | Consolidated Entity |                  |
|-----------------------------|---------------------|------------------|
|                             | 31 December 2023    | 31 December 2022 |
|                             | \$                  | \$               |
| Trade creditors             | 92,449              | 1,692,532        |
| Customer advances           | -                   | 148,853          |
| Accruals and other payables | 1,092,524           | 1,341,762        |
|                             | <b>1,184,973</b>    | <b>3,183,147</b> |

The Directors consider that the carrying amount of trade and other payables approximates their fair value. All amounts are considered short term, and none are past due.

The amounts represent liabilities for goods and services provided to the Group prior to the end of financial year which are unpaid. Trade and other payables are presented as current liabilities unless payment is not due within 12 months.

Trade payables are not interest bearing and are stated at their fair value on initial recognition. After initial recognition these are measured at amortised cost using the effective interest method.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## d) Leases

Amounts recognised in the statement of financial position

| Right-of-use asset              | Consolidated<br>31 December 2023<br>\$ |
|---------------------------------|----------------------------------------|
| <b>Cost</b>                     |                                        |
| At 1 January 2023               | 13,111,035                             |
| Lease reassessment              | 1,508,143                              |
| Disposal                        | (15,722,814)                           |
| Exchange difference             | 1,103,636                              |
| <b>At 31 December 2023</b>      | -                                      |
| <b>Accumulated Depreciation</b> |                                        |
| At 1 January 2023               | 4,538,435                              |
| Charge for the year             | 519,542                                |
| Lease reassessment              | 3,008,933                              |
| Disposal                        | (8,465,965)                            |
| Exchange difference             | 399,055                                |
| <b>At 31 December 2023</b>      | -                                      |
| <b>Carrying amount</b>          |                                        |
| At 1 January 2023               | 8,572,600                              |
| At 31 December 2023             | -                                      |

| Lease Liabilities                          | Consolidated<br>31 December 2023<br>\$ |
|--------------------------------------------|----------------------------------------|
| <b>At 1 January 2023</b>                   | <b>9,329,504</b>                       |
| Lease reassessment                         | 1,742,713                              |
| Add: Interest                              | 879,398                                |
| Less: Payments                             | (3,866,083)                            |
| Disposal                                   | (8,864,852)                            |
| Exchange difference                        | 779,320                                |
| <b>Closing Balance at 31 December 2023</b> | <b>-</b>                               |
| <b>Represented by:</b>                     |                                        |
| <b>31 December 2023</b>                    |                                        |
| Current lease liabilities                  | -                                      |
| Non-current lease liabilities              | -                                      |
| <b>31 December 2022</b>                    |                                        |
| Current lease liabilities                  | 2,972,016                              |
| Non-current lease liabilities              | 6,357,488                              |

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## The Group's leasing activities and how these are accounted for:

The Group as lessee:

The Group leases mining equipment, housing for the key staff on site as well as various warehouse space.

The Group assesses on an ongoing basis whether a contract is or contains a lease, at inception of the contract. The Group recognises a right-of-use asset and corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for the short-term leases (defined as leases with lease term of 12 months or less) and leases of low value assets (such as tablets and personal computers, small items of office furniture and telephones). For these leases, the Group recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed.

### *i. Lease liabilities*

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Group uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise:

- Fixed lease payments (including in-substance fixed payments), less any lease incentives receivable;
- Variable lease payments that depend on an index rate, initially measured using the index or rate at the commencement date;
- The amount expected to be payable by the lessee under residual value guarantees;
- The exercise price of purchase options, if the lease term reflects the exercise of an option to terminate the lease.

The lease liability is subsequently measured by increasing the carrying amount to reflect interest on lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

The Group remeasures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever:

- The lease term has changed or there is a significant event or change in circumstances resulting in a change in the assessment of exercise of a purchase option, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate.
- The lease payments change due to changes in an index or rate or a change in expected payment under a guaranteed residual value, in which cases the lease liability is remeasured by discounting the revised lease payments using an unchanged discount rate (unless the lease payments change is due to a change in floating interest rate, in which case a revised discount rate is used).
- A lease contract is modified, and the lease modification is not accounted for as a separate lease, in which case the lease liability is measured based on the lease term of the modified lease by discounting the revised lease payments using a revised discount rate at the effective date of modification.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

The Group identified changes to its leases and made the following modifications:

- Rental property leases were previously assumed to be renewed annually at review date for a five year period. Due to the changing needs of the project, this has been revised to only assume renewal of the leases at the next review date for a period of 12 months. This will continue to be reviewed annually.

Commencing October 2022, all rental property leases are on 12 month short term contracts. Under the Group's accounting policy, all leased underlying assets valued at or below USD\$10,000 qualify for the low-value lease exemption (AASB16) and leases under 12 months are outside the scope AASB16, therefore the Group does not now recognize a housing and storage lease liability.

### ii. *Right of use assets*

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

Whenever the Group incurs an obligation for costs to dismantle and remove a leased asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease, a provision is recognised and measured under AASB 137. To the extent that the costs relate to a right-of-use asset, the costs are included in the related right-of-use asset.

The Group applied AASB 136 to determine whether a right-of-use asset is impaired and accounts for any identified impairment loss as described in 'Plant and Equipment' policy.

## 5. Inventory

|                           | Consolidated Entity |                   |
|---------------------------|---------------------|-------------------|
|                           | 31 December 2023    | 31 December 2022  |
|                           | \$                  | \$                |
| Inventory – Lump at cost  | -                   | 2,381,523         |
| Inventory – Fines at cost | -                   | 11,531,816        |
|                           | <u>-</u>            | <u>13,913,339</u> |

### Accounting policy

Inventory represents ore stock and is physically measured or estimated and valued at the lower of cost and net realisable value. Cost is determined by the weighted average method and comprises direct purchase costs and an appropriate portion of fixed and variable overhead costs, including depreciation and amortisation, incurred in converting ore. Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and costs of selling the final product, including royalties.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 6. Other assets

|                      | Consolidated Entity |                  |
|----------------------|---------------------|------------------|
|                      | 31 December 2023    | 31 December 2022 |
|                      | \$                  | \$               |
| Prepayments          | 58,917              | 151,400          |
| Deferred Expenditure | -                   | 24,062           |
| Taxes recoverable    | -                   | 1,912,876        |
|                      | <b>58,917</b>       | <b>2,088,338</b> |

### 7. Plant and equipment

|                           | Consolidated Entity |                  |
|---------------------------|---------------------|------------------|
|                           | 31 December 2023    | 31 December 2022 |
|                           | \$                  | \$               |
| Furniture                 | -                   | 22,717           |
| Software and IT equipment | 13,575              | 127,822          |
| Lab equipment             | -                   | 245,513          |
| Assets under Construction | -                   | 1,364            |
| Plant and equipment       | -                   | 2,197,596        |
| Mine property             | -                   | 206,017          |
| Stripping Asset           | -                   | 6,394,131        |
|                           | <b>13,575</b>       | <b>9,195,160</b> |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### Movement in carrying amounts of plant and equipment

|                                    | Furniture<br>\$ | Software and<br>IT equipment<br>\$ | Lab<br>equipment<br>\$ | Assets under<br>construction<br>\$ | Plant and<br>equipment<br>\$ | Mine<br>Property<br>\$ | Stripping<br>Asset<br>\$ | Consolidated<br>Entity Total<br>\$ |
|------------------------------------|-----------------|------------------------------------|------------------------|------------------------------------|------------------------------|------------------------|--------------------------|------------------------------------|
| <b>Balance at 1 January 2023</b>   | <b>22,717</b>   | <b>127,822</b>                     | <b>245,513</b>         | <b>1,364</b>                       | <b>2,197,596</b>             | <b>206,017</b>         | <b>6,394,131</b>         | <b>9,195,160</b>                   |
| Additions                          | 2,773           | 24,689                             | 2,477                  | 7,127                              | 53,110                       | -                      | 10,203,587               | <b>10,293,763</b>                  |
| Disposals                          | (26,075)        | (120,733)                          | (212,784)              | (7,160)                            | (2,079,590)                  | (197,445)              | (16,177,152)             | <b>(18,820,939)</b>                |
| Reallocation                       | 1,092           | 380                                | -                      | (1,472)                            | -                            | -                      | -                        | -                                  |
| Depreciation                       | (2,426)         | (28,342)                           | (55,615)               | -                                  | (354,645)                    | (17,029)               | (1,003,198)              | <b>(1,461,255)</b>                 |
| Exchange differences               | 1,919           | 9759                               | 20,409                 | 141                                | 183,529                      | 8,457                  | 582,632                  | <b>806,846</b>                     |
| <b>Balance at 31 December 2023</b> | <b>-</b>        | <b>13,575</b>                      | <b>-</b>               | <b>-</b>                           | <b>-</b>                     | <b>-</b>               | <b>-</b>                 | <b>13,575</b>                      |
| Cost                               | -               | 19,393                             | -                      | -                                  | -                            | -                      | -                        | <b>19,393</b>                      |
| Accumulated Depreciation           | -               | (5,818)                            | -                      | -                                  | -                            | -                      | -                        | <b>(5,818)</b>                     |
| <b>Balance at 31 December 2023</b> | <b>-</b>        | <b>13,575</b>                      | <b>-</b>               | <b>-</b>                           | <b>-</b>                     | <b>-</b>               | <b>-</b>                 | <b>13,575</b>                      |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### Accounting policy

Plant and equipment is stated at historical cost less accumulated depreciation and impairment. Historical cost includes expenditure that is directly attributable to the items. Repairs and maintenance are charged to the profit or loss during the reporting period in which they were incurred.

Once assets are available for use, depreciation is calculated using the straight-line method to allocate asset costs over their estimated useful lives, as follows:

|                           |                                  |
|---------------------------|----------------------------------|
| Software and IT equipment | 5 years                          |
| Lab equipment             | 5 years                          |
| Plant and equipment       | 7 and 10 years                   |
| Mine property             | Life of mine units of production |
| Stripping asset           | Life of mine units of production |

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance date. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with carrying amount. These are included in the Consolidated Statement of Profit or Loss and Other Comprehensive Income.

### Impairment of non-current assets

The Group reviews the carrying value of the assets of each Cash Generating Unit (CGU) at each balance date for indicators of potential impairment or reversal thereof. Where such indicators exist, the Group utilises the approaches under applicable accounting pronouncements for assessment of any impairment expenses or reversals.

As at 31 December 2023, there were no indicators of impairment or impairment reversal present. No impairment expenses or impairment reversals thereof have been recognised during the period (31 December 2022: nil).

### Accounting policy

#### *Recoverable amount of assets*

At each reporting date, the Group assesses whether there is any indication that an asset may be impaired. Where an indicator of impairment exists, the Group makes a formal estimate of recoverable amount. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

Recoverable amount is the greater of fair value less costs to sell and value-in-use. Recoverable amount is determined for an individual asset, unless the asset's value-in-use cannot be estimated to be close to its fair value less cost to sell and it does not generate cash inflows that are largely independent of those from other assets or groups of assets, in which case the recoverable amount is determined for the cash-generating unit to which the asset belongs.

In assessing value-in-use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

In allocating an impairment loss, the carrying amount of an individual asset is not taken below its individual recoverable amount.

An assessment is also made at each reporting date as to whether there is any indication that a previously recognised impairment loss may no longer exist or may have decreased. If such indication exists, the recoverable amount is estimated. A previously recognised impairment loss is reversed only where there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised.

If that is the case the carrying amount of the asset is increased to its recoverable amount. That increased amount cannot exceed the carrying amount that would have been determined, net of depreciation and amortisation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in profit or loss unless the asset is carried at revalued amount, in which case the reversal is treated as a revaluation increase.

After such a reversal, the depreciation or amortisation charges are adjusted in future periods to allocate the asset's revised carrying amount, less any residual value, on a systematic basis over its remaining useful life.

### *Development stripping*

Overburden and other mine waste materials are often removed during the initial development of a mine in order to access the mineral deposit. This activity is referred to as development stripping.

The directly attributable costs (inclusive of an allocation of relevant operational overhead expenditure) are capitalised as development costs. In April 2022, the Group commenced the cut back of a new area of the mine pit, and has capitalised the development stripping associated with this work during the period.

Capitalised development and production stripping costs are classified as "Stripping Asset". Development stripping costs are considered in combination with other assets of an operation for the purpose of undertaking impairment assessments. Amortisation of capitalised development stripping costs is determined on a unit of production basis for each separate area of interest.

Removal of waste material normally continues throughout the life of a mine. This activity is referred to as production stripping and commenced in December 2021 upon the initial extraction of ore.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 8. Provisions

|                          | Consolidated Entity    |                        |
|--------------------------|------------------------|------------------------|
|                          | 31 December 2023<br>\$ | 31 December 2022<br>\$ |
| <b>Current</b>           |                        |                        |
| Employee benefits        | -                      | 465,978                |
| <b>Total current</b>     | -                      | <b>465,978</b>         |
| <b>Non-current</b>       |                        |                        |
| Rehabilitation           | -                      | 2,783,020              |
| <b>Total non-current</b> | -                      | <b>2,783,020</b>       |

#### Movement in Provisions year to 31 December 2023

|                                            | Rehabilitation and<br>restoration<br>provision<br>\$ | Employee<br>benefits<br>\$ | Total<br>\$      |
|--------------------------------------------|------------------------------------------------------|----------------------------|------------------|
| <b>Closing balance at 1 January 2023</b>   | <b>2,783,020</b>                                     | <b>465,978</b>             | <b>3,248,998</b> |
| Finance cost                               | 294,867                                              | -                          | 294,867          |
| Exchange difference                        | 186,305                                              | 39,224                     | 225,529          |
| Disposals                                  | (3,264,192)                                          | (419,475)                  | (3,683,667)      |
| Amounts recognised during the year         | -                                                    | (85,727)                   | (85,727)         |
| <b>Closing balance at 31 December 2023</b> | -                                                    | -                          | -                |

#### Accounting policy

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount can be reliably estimated.

##### *Employee benefits, salaries and annual leave*

Liabilities for salaries, including non-monetary benefits and annual leave expected to be settled within 12 months of the reporting date are recognised in respect of employee's services up to the reporting date. They are measured at the amounts expected to be paid when the liabilities are settled.

##### *Rehabilitation*

A provision for restoration and rehabilitation is recognised when there is a present obligation as a result of exploration and development activities undertaken, it is probable that an outflow of economic benefits will be required to settle the obligation, and the amount of the provision can be measured reliably. The estimated future obligations include the costs of removing facilities, abandoning sites and restoring the affected areas.

The provision for future restoration costs is the best estimate of the present value of the expenditure required to settle the restoration obligation at the reporting date, based on current legal and other requirements and technology. Future restoration costs are reviewed annually and any changes in the estimate are reflected in the present value of the restoration provision at each reporting date.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

The initial estimate of the restoration and rehabilitation provision relating to exploration and development and production facilities is capitalised into the cost of the related asset and depreciated on the same basis as the related asset, unless the present obligation arises from the production of inventory in the period, in which case the amount is included in the cost of production for the period. Changes in the estimate of the provision for restoration and rehabilitation are treated in the same manner, except that the unwinding of the effect of discounting on the provision is recognised as a finance cost rather than being capitalised into the cost of the related asset.

On an annual basis, the Group reviews the applicable discount rate used to calculate the net present value (NPV) of the rehabilitation provision at reporting date. The present value of the restoration and rehabilitation provision at reporting date has been discounted using the longer-term interest rate in Brazil of 10.00%.

### 9. Share capital

#### a) Issued share capital

|                            | 31 December 2023 |            | 31 December 2022 |            |
|----------------------------|------------------|------------|------------------|------------|
|                            | Number           | \$         | Number           | \$         |
| Ordinary shares fully paid | 2,158,482,373    | 36,471,957 | 2,136,982,373    | 36,471,957 |

#### b) Movement in ordinary share capital

| Date              | Details                                           | Number of shares     | \$                |
|-------------------|---------------------------------------------------|----------------------|-------------------|
| <b>01/01/2022</b> | <b>Balance at the beginning of the year</b>       | <b>2,129,357,373</b> | <b>36,471,957</b> |
| 08/06/2022        | Shares issued on vesting of performance rights    | 3,000,000            | -                 |
| 12/07/2022        | Performance shares exercised into escrowed shares | 750,000              | -                 |
| 12/07/2022        | Performance shares exercised into ordinary shares | 2,375,000            | -                 |
| 17/08/2022        | Performance shares exercised into escrowed shares | 1,500,000            | -                 |
| <b>31/12/2022</b> | <b>Balance at the end of the year</b>             | <b>2,136,982,373</b> | <b>36,471,957</b> |
| 31/05/2023        | Performance shares exercised into ordinary shares | 12,625,000           | -                 |
| 10/08/2023        | Performance shares exercised into ordinary shares | 7,625,000            | -                 |
| 27/09/2023        | Performance shares exercised into ordinary shares | 1,250,000            | -                 |
| <b>31/12/2023</b> | <b>Closing balance</b>                            | <b>2,158,482,373</b> | <b>36,471,957</b> |

#### Accounting policy

Ordinary shares are classified as equity. Costs directly attributable to the issue of new shares or options are recorded in equity as a deduction, net of tax, from the proceeds.

#### Terms and conditions of ordinary shares

Holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders' meetings. In the event of winding up of the Group, ordinary shareholders rank after all other shareholders and creditors are fully entitled to any proceeds of liquidations.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 10. Reserves

|                                     | Consolidated Entity |                  |
|-------------------------------------|---------------------|------------------|
|                                     | 31 December 2023    | 31 December 2022 |
|                                     | \$                  | \$               |
| Share-based payment reserve         | 1,421,858           | 1,124,032        |
| Foreign current translation reserve | (227,985)           | 2,715,985        |
|                                     | <b>1,193,873</b>    | <b>3,840,017</b> |

| Movement reconciliation in share-based payment reserve                                     | Number of options | Number of Performance Rights | \$               |
|--------------------------------------------------------------------------------------------|-------------------|------------------------------|------------------|
| <b>On issue at 31 December 2021</b>                                                        | <b>19,750,000</b> | <b>31,250,000</b>            | <b>843,803</b>   |
| Shares issued on vesting of performance rights                                             | -                 | (7,625,000)                  | -                |
| Performance rights issued                                                                  | -                 | 7,500,000                    | -                |
| Recognition of share-based payment expense for performance rights issued in previous years | -                 | -                            | 280,229          |
| <b>On issue at 31 December 2022</b>                                                        | <b>19,750,000</b> | <b>31,125,000</b>            | <b>1,124,032</b> |
| Performance shares exercised into ordinary shares                                          | -                 | (21,500,000)                 | -                |
| Performance rights issued                                                                  | -                 | 3,750,000                    | -                |
| Options expired                                                                            | (15,000,000)      | -                            | -                |
| Recognition of share-based payment expense for performance rights                          | -                 | -                            | 297,826          |
| <b>On issue 31 December 2023</b>                                                           | <b>4,750,000</b>  | <b>13,375,000</b>            | <b>1,421,858</b> |

#### Nature and purpose of reserves

##### a) Share-based payment reserve

The share-based payments reserve is used to recognise:

- the grant date fair value of options issued to consultants, employees and directors but not exercised
- the grant date fair value of shares issued to consultants, employees and directors.
- the grant date fair value of performance rights issued to consultants, employees and directors.

##### b) Foreign currency translation reserve

Exchange differences arising on translation of the foreign controlled entity are recognised in other comprehensive income and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed of.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## 11. Earnings per share (EPS)

### a) Basic and diluted earnings per share

#### i. Basic earnings per share

Basic earnings per share is calculated by dividing the profit/loss attributable to equity holders of the Group excluding any costs of servicing equity other than ordinary shares, by the weighted average number of ordinary shares outstanding during the financial year, adjusted for bonus elements in ordinary shares issued during the year.

#### ii. Diluted earnings per share

Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account the after-tax effect of interest and other financing costs associated with the dilutive potential ordinary shares and the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

Earnings per ordinary share is calculated on the Group's loss after tax of \$20,447,966 and the weighted average number of shares in issue during the year of 2,147,726,567.

|                                        | Consolidated Entity                          |                                              |
|----------------------------------------|----------------------------------------------|----------------------------------------------|
|                                        | 12 months ended<br>31 December 2023<br>Cents | 12 months ended<br>31 December 2022<br>Cents |
| <b>Basic (loss)/profit per share</b>   |                                              |                                              |
| From continuing operations             | (0.11)                                       | (0.14)                                       |
| From discontinuing operations          | (0.84)                                       | 0.65                                         |
| Total basic (loss)/profit per share    | (0.95)                                       | 0.51                                         |
| <b>Diluted (loss)/profit per share</b> |                                              |                                              |
| From continuing operations             | (0.11)                                       | (0.14)                                       |
| From discontinuing operations          | (0.83)                                       | 0.64                                         |
| Total diluted (loss)/profit per share  | (0.94)                                       | 0.50                                         |

### b) Reconciliations of (loss)/profit used in calculating (loss)/profit per share

|                               | Consolidated Entity                       |                                           |
|-------------------------------|-------------------------------------------|-------------------------------------------|
|                               | 12 months ended 31<br>December 2023<br>\$ | 12 months ended<br>31 December 2022<br>\$ |
| From continuing operations    | (2,407,529)                               | (3,003,800)                               |
| From discontinuing operations | (18,040,437)                              | 13,904,102                                |
|                               | <b>(20,447,966)</b>                       | <b>10,900,302</b>                         |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### c) Weighted average number of shares used as the denominator

The weighted average number of shares in issue for the purpose of calculating basic and diluted earnings per share and basic and diluted adjusted earnings per share are as follows:

|                                                                                                            | 12 months ended 31<br>December 2023 | 12 months ended<br>31 December 2022 |
|------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| <b>Weighted average number of shares on issue</b>                                                          |                                     |                                     |
| Weighted average number of ordinary shares used as the denominator in calculating basic profit per share   | 2,147,762,567                       | 2,133,092,687                       |
| Weighted average number of ordinary shares used as the denominator in calculating diluted profit per share | 2,170,381,963                       | 2,160,812,291                       |

### 12. Cash flow information

|                                                                                                             | Consolidated Entity                 |                                     |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                             | 12 months ended 31<br>December 2023 | 12 months ended<br>31 December 2022 |
|                                                                                                             | \$                                  | \$                                  |
| Reconciliation of cash flows from operating activities with loss from ordinary activities after income tax: |                                     |                                     |
| (Loss)/Profit after tax for the period                                                                      | (20,447,966)                        | 10,900,302                          |
| Adjusted for non-cash items:                                                                                |                                     |                                     |
| Depreciation                                                                                                | 4,440,187                           | 3,705,947                           |
| Share-based payment                                                                                         | 297,826                             | 280,229                             |
| Finance cost on lease liability                                                                             | -                                   | 266,878                             |
| Non-cash interest accretion on rehabilitation provision                                                     | 294,867                             | 271,844                             |
| Loss/(gain) on lease modifications                                                                          | 1,536,749                           | -                                   |
| Loss on sale of disposed subsidiary                                                                         | 17,882,589                          | -                                   |
| Changes in assets and liabilities:                                                                          |                                     |                                     |
| (Increase) in trade and other receivables                                                                   | 4,052,203                           | (961,170)                           |
| (Increase) in other assets                                                                                  | (1,082,439)                         | (1,939,741)                         |
| (Increase) in inventory                                                                                     | 1,879,306                           | (9,253,357)                         |
| (Decrease) /Increase in trade and other payables                                                            | (1,470,988)                         | 70,440                              |
| Increase in provisions                                                                                      | (46,503)                            | (58,050)                            |
| <b>Net cash inflows from operating activities</b>                                                           | <b>7,335,831</b>                    | <b>3,283,322</b>                    |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### *Managing risk:*

This section of the notes discusses the Group's exposure to various risks and shows how these could affect the Group's financial position and performance:

- 13. Critical estimates and judgements
- 14. Financial risk management
- 15. Capital management

### **13. Critical estimates and judgements**

The preparation of financial statements requires the use of accounting estimates which, by definition seldom equal the actual results. Management also needs to exercise judgement in applying the Group's accounting policies. This note provides an overview of the areas that involved a higher degree of judgement or complexity, and of items which are more likely to be sensitive to changes in estimates and assumptions. Detailed information about each of these estimates and judgements is included in other notes together with information about the basis of calculation for each affected line item in the financial statements. In addition, this note also explains where there have been actual adjustments this year as a result of an error and of changes to previous estimates.

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that may have a financial impact on the entity and that are believed to be reasonable under the circumstances. The Group makes estimates and assumptions concerning the future. The resulting accounting estimates and judgements may differ from the related actual results and may have a significant effect on the carrying amount of assets and liabilities within the next financial year and on the amounts recognised in the financial statements. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the financial year are discussed below.

#### **i. Impairment of property, plant and equipment**

The future recoverability of property, plant and equipment is dependent on a number of factors, including the level of mineral resources and ore reserves, future technological changes which could impact the cost of mining, future legal changes (including changes to environmental restoration obligations) and changes to commodity prices and exchange rates. The Group regularly reviews the carrying values of its property, plant and equipment in the context of internal and external consensus forecasts for commodity prices and foreign exchange rates, with the application of appropriate discount rates for the assets concerned. To the extent that property, plant and equipment is determined not to be recoverable in the future, this will reduce profits and net assets in the period in which this determination is made.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### ii. Determining the beginning of commercial production

Judgement is required to determine when capitalisation of development costs ceases and amortisation of mine assets commences upon the start of commercial production. This is based on the specific circumstances of the project, and considers when the specific asset is substantially complete and becomes 'available for use' as intended by management which includes consideration of completion of reasonable testing of the mine plant and equipment, throughput levels at or near expected levels, the ability to produce iron ore in saleable form and other factors such as cashflow and cash positive operations.

### iii. Environmental rehabilitation obligations

The Group's mining and exploration activities are subject to various laws and regulations governing the protection of the environment. The Group recognises management's best estimate for asset retirement obligations in the period in which they are incurred. Actual costs incurred and actual timing thereof in future periods can differ materially from the estimates. Additionally, future changes to environmental laws and regulations, life of mine estimates and discount rates can affect the carrying amount of this provision.

Estimated long-term environmental provisions, comprising pollution control, rehabilitation and mine closure, are based on the Group's environmental policy taking into account current technological, environmental and regulatory requirements. Provisions for future rehabilitation costs have been determined, based on calculations which require the use of estimates (refer note 9).

#### Key assumptions used:

|                                        | 31 December 2023 | 31 December 2022 |
|----------------------------------------|------------------|------------------|
| Current cost estimate                  | -                | \$2,654,312      |
| Pre-tax risk-free interest rate (%)    | -                | 10.0             |
| Length of the project (yrs)            | -                | 7                |
| Length of rehabilitation process (yrs) | -                | 4                |

### iv. Share-based payments

The Group makes equity settled share-based payments to parties, including directors, which are measured at fair value at the date of grant and expensed on a straight line basis over the vesting period, based on the Group's estimate of shares that will eventually vest. The fair values are determined using the relevant option pricing models or the market price of the Group's shares on measurement date. Vesting assumptions are reviewed during each reporting period to ensure they reflect current expectations (refer Note 21).

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## 14. Financial risk management

The Group's activities expose it to a variety of financial risks: market risk (including foreign exchange risk and interest rate risk), credit risk and liquidity risk. The Group's overall risk management programme focuses on the unpredictability of the financial markets and seeks to minimise potential adverse effects on the financial performance of the Group. The Group uses different methods to measure and manage different types of risks to which it is exposed.

These include monitoring levels of exposure to interest rate and foreign exchange risk and assessments of market forecasts for interest rate and foreign exchange prices. Ageing analysis and monitoring of specific credit allowances are undertaken to manage credit risk. Liquidity risk is monitored through the development of future cash flow forecasts.

Risk management is carried out by Management and overseen by the Board of Directors with assistance from suitably qualified external advisors.

The main risks arising for the Group are foreign exchange risk, interest rate risk, credit risk and liquidity risk. The Board reviews and agrees policies for managing each of these risks and they are summarised below.

The carrying values of the Group's financial instruments are as follows:

|                                    |           | Consolidated Entity |                  |
|------------------------------------|-----------|---------------------|------------------|
|                                    |           | 31 December 2023    | 31 December 2022 |
|                                    |           | \$                  | \$               |
| <b>Financial assets</b>            |           |                     |                  |
| Financial assets at amortised cost |           |                     |                  |
| Cash and cash equivalents          | <b>4a</b> | 8,616,606           | 14,182,028       |
| Trade and other receivables        | <b>4b</b> | 5,674,491           | 4,082,911        |
| <b>Financial liabilities</b>       |           |                     |                  |
| Liabilities at amortised cost      |           |                     |                  |
| Trade and other payables           | <b>4c</b> | 1,184,973           | 3,183,147        |
| Lease liabilities                  | <b>4d</b> | -                   | 9,329,504        |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### a) Market risk

#### i. Foreign exchange risk

The Group's exposure to foreign currency risk at the end of the reporting period, expressed in Australian dollars, was as follows:

|                           | 31 December 2023 |          | 31 December 2022 |                    |
|---------------------------|------------------|----------|------------------|--------------------|
|                           | USD              | BRL      | USD              | BRL                |
| Cash and cash equivalents | 7,072,274        | -        | 8,455,086        | 180,387            |
| Trade Receivables         | -                | -        | -                | 4,082,911          |
| Other Receivables         | -                | -        | -                | 1,990,168          |
| Trade Payables            | (18,509)         | -        | (7,791)          | (1,595,843)        |
| Other Payables            | (5,691)          | -        | -                | (751,032)          |
| Lease liabilities         | -                | -        | -                | (9,329,504)        |
|                           | <b>7,048,074</b> | <b>-</b> | <b>8,447,295</b> | <b>(5,422,913)</b> |

### Sensitivity

As shown in the table above, the Group is primarily exposed to changes in USD/AUD and BRL/AUD exchange rates. The sensitivity of profit or loss to changes in the exchange rates arises mainly from BRL-denominated expense in Tombador Iron Mineracao Ltda and USD cash held in Tombador Iron Singapore Pte Ltd.

|                                       | Impact on post-tax profit (loss) |                  |
|---------------------------------------|----------------------------------|------------------|
|                                       | 31 December 2023                 | 31 December 2022 |
|                                       | \$                               | \$               |
| BRL/AUD exchange rate - increase 10%* | 181,823                          | 1,370,694        |
| BRL/AUD exchange rate - decrease 10%* | (222,228)                        | (1,675,292)      |
| USD/AUD exchange rate – increase 10%* | (22,956)                         | (36,154)         |
| USD/AUD Exchange rate decrease 10%*   | 28,058                           | 44,188           |
| *Holding all other variables constant |                                  |                  |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### ii. Interest rate risk

The Group is exposed to interest rate risk, which is the risk that a financial instrument's value will fluctuate as a result of changes in the market interest rates on interest bearing financial instruments. The Group's exposure to this risk relates primarily to the Group's cash and any cash on deposit. The Group does not use derivatives to mitigate these exposures. The Group manages its exposure to interest rate risk by holding certain amounts of cash in fixed and floating interest rate facilities. At the reporting date, the interest rate profile of the Group's interest-bearing financial instruments was:

|                           | 12 months ended 31 December 2023 |           | 12 months ended 31 December 2022 |            |
|---------------------------|----------------------------------|-----------|----------------------------------|------------|
|                           | Weighted average interest rate   | Balance   | Weighted average interest rate   | Balance    |
|                           |                                  | \$        |                                  | \$         |
| Cash and cash equivalents | 0.76%                            | 8,616,606 | 1.14%                            | 14,182,028 |

### Sensitivity

Within the analysis, consideration is given to potential renewals of existing positions and the mix of fixed and variable interest rates. The following sensitivity analysis is based on the interest rate risk exposures in existence at the reporting date. The 1% increase and 1% decrease in rates is based on reasonably expected possible changes over a financial year.

For the 12-month period ended 31 December 2023, if interest rates had moved, as illustrated in the table below, with all other variables held constant, profit and equity would have been affected as follows:

| <i>Judgements of reasonably possible movements:</i> | Profit higher/(lower)            | Profit higher/(lower)            |
|-----------------------------------------------------|----------------------------------|----------------------------------|
|                                                     | 12 months ended 31 December 2023 | 12 months ended 31 December 2022 |
|                                                     | \$                               | \$                               |
| + 1.0% (100 basis points)                           | 86,166                           | 141,820                          |
| - 1.0% (100 basis points)                           | (86,166)                         | (141,820)                        |



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## b) Credit risk

Credit risk is the risk that a third party might fail to fulfil its performance obligations under the terms of a financial instrument. Credit risk arises from cash and cash equivalents and receivables.

As at 31 December 2023, the Group is unaware of any information which would cause it to believe that these financial assets are not fully recoverable.

## c) Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to its reputation.

The Group manages liquidity risk by maintaining adequate cash reserves from funds raised in the market and by continuously monitoring forecast and actual cash flows. The Group does not have any external borrowings.

The following are the undiscounted contractual maturities of financial liabilities:

|                          | 1 year or less<br>\$ | 1-5 years<br>\$ | > 5 years<br>\$ | Total<br>\$       |
|--------------------------|----------------------|-----------------|-----------------|-------------------|
| <b>31 December 2023</b>  |                      |                 |                 |                   |
| Trade and other payables | 1,184,973            | -               | -               | <b>1,184,973</b>  |
| Lease Liabilities        | -                    | -               | -               | -                 |
| <b>31 December 2022</b>  |                      |                 |                 |                   |
| Trade and other payables | 3,183,147            | -               | -               | <b>3,183,147</b>  |
| Lease Liabilities        | 3,794,850            | 6,954,611       | -               | <b>10,749,461</b> |

## 15. Capital management

The Group defines capital as the total equity attributable to common shareholders. Capital is managed by the Group's management and governed by the Board of Directors. The Group is not subject to any externally imposed capital requirements.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### Group structure:

This section provides information that will help users understand how the Group structure affects the financial position and performance of the Group as a whole. In particular, there is information about changes to the structure that occurred during the year.

A list of subsidiaries is provided in note 20.

- 16. Discontinued Operation
- 17. Interest in subsidiaries

### 16. Discontinued Operation

#### i. Description

On 25 October 2023, the Group entered into an agreement with PJ INVESTIMENTOS E PARTICIPAÇÕES LTDA, where the Group agreed to sell 100% of their equity interest in its wholly owned subsidiary, Tombador Iron Mineracao Ltda, subject to shareholders approval. Tombador Iron Mineracao Ltda holds the mining concession, "Portaria nº 165/SGM/MME", which comprises the Tombador Iron Ore Project.

The shareholders' approval was obtained at the Extraordinary General Meeting on 27 December 2023 and the subsidiary was sold on 31 December 2023 and is reported in the current period as part of the discontinued operation. Financial information relating to the discontinued operation for the period to the date of disposal is set out below.

#### ii. Details of the sale of subsidiary

|                                                                    | \$                  |
|--------------------------------------------------------------------|---------------------|
| Consideration <sup>1</sup>                                         | 5,130,467           |
| Less net assets disposed of                                        | (27,863,001)        |
| Realisation of Foreign currency transaction reserves upon disposal | 4,849,945           |
| Loss on sale                                                       | <b>(17,882,589)</b> |

<sup>1</sup> Cash receivable of \$5,130,467

|                                | \$                |
|--------------------------------|-------------------|
| <b>Net assets disposed of:</b> |                   |
| Trade and other receivables    | 30,708            |
| Inventory                      | 12,034,033        |
| Other Assets                   | 2,949,624         |
| Property, plant and equipment  | 18,817,788        |
| Right of use asset             | 7,256,849         |
| Trade and other payables       | (677,483)         |
| Lease liability                | (8,864,851)       |
| Provisions                     | (3,683,667)       |
| Total net asset disposed off   | <b>27,863,001</b> |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 16. Discontinued Operation (continued)

#### iii. Financial performance and cash flow information

The financial performance information presented are for the period from 1 January 2023 to 31 December 2023 and 1 January 2022 to 31 January 2022 for Tombador Iron Mineracao Ltda.

|                                                               | 2023                | 2022              |
|---------------------------------------------------------------|---------------------|-------------------|
|                                                               | \$                  | \$                |
| Revenue                                                       | 63,061,171          | 51,950,554        |
| Cost of goods sold                                            | (56,409,003)        | (32,810,538)      |
| Other income                                                  | 300,068             | 117,803           |
| Administration and other expenses                             | (3,872,419)         | (3,213,592)       |
| Finance cost                                                  | (1,897,546)         | (1,062,194)       |
| Profit before income tax                                      | 1,182,271           | 14,982,033        |
| Income tax expense                                            | (1,340,119)         | (1,077,931)       |
| Loss on sale of subsidiary after income tax (point ii. above) | (17,882,589)        | -                 |
| <b>Loss/(Profit) from discontinued operation</b>              | <b>(18,040,437)</b> | <b>13,904,102</b> |

The cash flow information presented are for the period from 1 January 2023 to 31 December 2023 for Tombador Iron Mineracao Ltda.

|                                                    | 2023         |
|----------------------------------------------------|--------------|
|                                                    | \$           |
| Net cash inflow from operating activities          | 12,610,198   |
| Net cash outflow from investing activities         | (10,553,274) |
| Net cash outflow from financing activities         | (3,638,682)  |
| Net decrease in cash generated by the subsidiaries | (1,581,758)  |

#### iv. Material Terms of the Sale agreement

The Material terms of the sale of 100% of the Groups equity interest in its wholly owned subsidiary, Tombador Iron Mineracao Ltda, are set out below:

- Consideration of 10,000,000 BRL in staged payments;
- a royalty of 4.25% on gross revenue from iron ore sales of direct ship ores from the Project; and
- a tax refund (PIS and COFINS) if the Federal Government of Brazil approves the refund requests,

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

## v. Accounting policy

A discontinued operation is a component of the consolidated entity that has been disposed of or is classified as held for sale and that represents a separate major line of business or geographical area of operations, is part of a single co-ordinated plan to dispose of such a line of business or area of operations, or is a subsidiary acquired exclusively with a view to resale. The results of discontinued operations are presented separately on the face of the statement of profit or loss and other comprehensive income.

### 17. Interest in subsidiaries

The consolidated financial statements incorporate the assets, liabilities, and results of the following subsidiaries in accordance with the accounting policy described below:

| Name of entity                  |           |           | Equity holding <sup>1</sup><br>12 months ended<br>31 December 2023 | Equity holding <sup>1</sup><br>12 months ended<br>31 December<br>2022 |
|---------------------------------|-----------|-----------|--------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Legal Parent</b>             |           |           |                                                                    |                                                                       |
| Tombador Iron Limited           | Corporate | Australia |                                                                    |                                                                       |
| <b>Legal Subsidiaries</b>       |           |           |                                                                    |                                                                       |
| Tombador Iron Singapore Pte Ltd | Corporate | Singapore | 100%                                                               | 100%                                                                  |
| Tombador Iron Mineracao Ltda    | Mining    | Brazil    | 0%                                                                 | 100%                                                                  |

<sup>1</sup> The proportion of ownership interest is equal to the proportion of voting power held.

#### Principles of consolidation

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of Tombador Iron Limited for the twelve-month period ended 31 December 2023 and the results of all subsidiaries for the period then ended. Tombador Iron Limited and its subsidiaries together are referred to in this financial report as the Group.

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are de-consolidated from the date that control ceases.

Non-controlling interests, being that portion of the profit or loss and net assets of subsidiaries attributable to equity interests held by persons outside the Group, are shown separately within the Equity section of the consolidated Statement of Financial Position and in the consolidated Statement of Profit or Loss and Statement of Other Comprehensive Income.

Intercompany transactions, balances, and unrealised gains on transactions between Group companies are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### Unrecognised items:

This section of the notes provides information about items that are not recognised in the financial statements as they do not (yet) satisfy the recognition criteria.

- 18. Commitments, contingent liabilities, and contingent assets
- 19. Subsequent events

### 18. Commitments and contingencies

There are no other commitments or contingent liabilities outstanding at 31 December 2023 (31 December 2022: \$nil).

### 19. Subsequent events

On the 29 May 2024, the Group received its 6th and final payment of the consideration of 10,000,000 BRL from the sale of their 100% equity interest in its wholly owned subsidiary, Tombador Iron Mineracao Ltda. The only outstanding receivable relating to the sale as at 13 June 2024 is the tax refund which is subject to the Federal Government of Brazil approval.

Other than the matters noted above, no other matters or circumstances have arisen since the end of the twelve-month period ended 31 December 2023 which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### Further details:

This section of the notes includes other information that must be disclosed to comply with the accounting standards and other pronouncements, but that is not immediately related to individual line items in the financial statements.

- 20. Related party transactions
- 21. Share – based payments
- 22. Remuneration of auditors
- 23. Parent entity financial information
- 24. Summary of significant accounting policies

### 20. Related party transactions

#### a) Parent entity

The Group is controlled by Tombador Iron Limited, the legal parent.

#### b) Subsidiaries

Interests in subsidiaries are set out in note 17.

#### c) Key management personnel compensation

|                              | Consolidated Entity                       |                                           |
|------------------------------|-------------------------------------------|-------------------------------------------|
|                              | 12 months ended<br>31 December 2023<br>\$ | 12 months ended 30<br>December 2022<br>\$ |
| Short-term employee benefits | 946,205                                   | 893,559                                   |
| Bonuses                      | -                                         | 181,907                                   |
| Share-based payments         | 211,891                                   | 184,569                                   |
|                              | <b>1,158,096</b>                          | <b>1,260,035</b>                          |

#### d) Loans to/from related parties

No loans to/from related party at year end.

#### e) Other transactions with related parties

During the current financial year, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$50,000 to Parati Pty Ltd, an entity related to Director David Chapman.
- The USD equivalent of AUD\$67,561 to Keshel Consulting Limited, an entity related to Director Keith Liddell.
- \$253,577 to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for directors' fees (\$200,004) and rental of office space and shared facilities and travel expenses (\$53,573).
- \$213,462 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and Company Secretary services (\$195,000) and accounting services and travel expenses (\$18,462).



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 21. Share based payments

#### *Equity settled transactions*

The Group provides benefits to employees (including senior executives) of the Group in the form of share-based payments, whereby employees render services in exchange for shares or rights over shares (equity-settled transactions).

The cost of these equity-settled transactions with employees is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined by using valuation techniques appropriate to the instrument being valued, such as Black-Scholes models or Monte Carlo simulations or in some instances the market price of the Group's shares on measurement date.

In determining the fair value of the equity instruments granted, no account is taken of any performance conditions, other than conditions linked to the price of the shares of Tombador Iron Limited.

The cost of equity-settled transactions is recognised, together with a corresponding increase in equity, over the period in which the performance and/or service conditions are fulfilled, ending on the date on which the relevant employees become fully entitled to the award (the vesting period).

The cumulative expense recognised for equity-settled transactions at each reporting date until vesting date reflects:

- the extent to which the vesting period has expired; and
- the Group's best estimate of the number of equity instruments that will ultimately vest. No adjustment is made for the likelihood of market performance conditions being met as the effect of these conditions is included in the determination of fair value at grant date.
- The Statement of Profit or Loss and Other Comprehensive Income charge or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

If the terms of an equity-settled award are modified, as a minimum an expense is recognised as if the terms had not been modified. In addition, an expense is recognised for any modification that increases the total fair value of the share-based payment arrangement, or is otherwise beneficial to the employee, as measured at the date of modification.

If an equity-settled award is cancelled, it is treated as if it had vested on the date of cancellation, and any expense not yet recognised for the award is recognised immediately. However, if a new award is substituted for the cancelled award and designated as a replacement award on the date that it is granted, the cancelled and new award are treated as if they were a modification of the original award, as described in the previous paragraph.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

The share-based payment expense for the 12-month period ended 31 December 2023 recognised in profit or loss of \$297,826 (31 December 2022: \$280,229) results from several transactions summarised below:

| Transactions                                          | Consolidated Entity                       |                                        |
|-------------------------------------------------------|-------------------------------------------|----------------------------------------|
|                                                       | 12 months ended<br>31 December 2023<br>\$ | 12 months ended<br>December 2022<br>\$ |
| Directors share based payment expense                 | 193,139                                   | 91,791                                 |
| Employees and consultants share based payment expense | 104,687                                   | 188,438                                |
| <b>Total expense for period</b>                       | <b>297,826</b>                            | <b>280,229</b>                         |
| Represented by:                                       |                                           |                                        |
| Share-based payment expense                           | 297,826                                   | 280,229                                |
|                                                       | <b>297,826</b>                            | <b>280,229</b>                         |

The Group has the following share-based payment arrangements on issue during the twelve-month period ended 31 December 2023.

| Class   | Tranche                     | Grant Date | Number<br>Granted | Expiry Date | Exercisable | Value of<br>each Right<br>(cents) | Vested |
|---------|-----------------------------|------------|-------------------|-------------|-------------|-----------------------------------|--------|
| TI1AD   |                             | 1/09/2020  | 15,000,000        | 25/09/2023  | \$0.035     | 1.07                              | Yes    |
| TI1AE/F | Tranche 1 <sup>(i)</sup>    | 31/08/2020 | 4,000,000         | 31/08/2025  | \$Nil       | 2.50                              | Yes    |
| TI1AE/F | Tranche 2 <sup>(ii)</sup>   | 31/08/2020 | 11,625,000        | 31/08/2025  | \$Nil       | 2.50                              | Yes    |
| TI1AE/F | Tranche 3 <sup>(iii)</sup>  | 31/08/2020 | 4,000,000         | 31/08/2025  | \$Nil       | 2.50                              | Yes    |
| TI1AE/F | Tranche 4 <sup>(iv)</sup>   | 31/08/2020 | 4,000,000         | 31/08/2025  | \$Nil       | 1.79                              | Yes    |
| TIPR24  | Tranche 1 <sup>(v)</sup>    | 22/12/2022 | 3,750,000         | 22/12/2024  | \$Nil       | 2.40                              | Yes    |
| TIPR24  | Tranche 2 <sup>(vi)</sup>   | 22/12/2022 | 3,750,000         | 22/12/2024  | \$Nil       | 2.40                              | Yes    |
| TIPR25  | Tranche 1 <sup>(vii)</sup>  | 24/05/2023 | 1,875,000         | 24/05/2025  | \$Nil       | 2.20                              | No     |
| TIPR25  | Tranche 2 <sup>(viii)</sup> | 24/05/2023 | 1,875,000         | 24/05/2025  | \$Nil       | 2.20                              | No     |

- (i) TI1AE/F Tranche 1 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 30,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (ii) TI1AE/F Tranche 2 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 1,000,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (iii) TI1AE/F Tranche 3 vesting is subject to the Group achieving net positive operational cashflows (as evidenced by the Appendix 5B to the ASX).
- (iv) TI1AE/F Tranche 4 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 25,000 tonnes of cumulative iron ore production per month for 3 months with a cut-off grade greater than 62% Fe and the Group's Shares achieving a volume weighted average price (VWAP) of \$0.05 or more for at least 20 consecutive trading days.
- (v) TIPR24 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 12-month period ended 30 June 2023 greater than the financial year ended 30 June 2022, as evidenced by the reviewed financial report for 30 June 2023\*\*.
- (vi) TIPR24 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 600,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 480,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

- (v) TIPR25 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 6 months from 1 July 2023 and ending on 31 December 2023 than the financial half year ended 31 December 2022, as evidenced by the audited financial report for 31 December 2023 and 31 December 2023. The Group has deemed it not probable that these performance shares will vest.
- (vi) TIPR25 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 300,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 240,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil for 6 months from 1 July 2023 and ending on 31 December 2023. The Group has deemed it not probable that these performance shares will vest.

\*\* In light of the update to the end of financial year to December year end, this vesting condition has been modified to reflect this timing change.

### 22. Remuneration of auditors

During the period the following fees were paid or payable for services provided by HLB Mann Judd Australia (HLB) as the auditor of the parent entity, Tombador Iron Limited, by HLB's related network firms and by non-related audit firms:

#### a) Auditors of the Group – HLB Mann Judd

During the year the following fees were paid or payable for services provided by HLB Mann Judd (HLB) as the auditor of the parent entity, Tombador Iron Limited, by HLB's related network firms and by non-related audit firms:

|                                                    | 12 months ended<br>31 December 2023<br>\$ | 12 months ended<br>31 December 2022<br>\$ |
|----------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Audit and review of financial reports              |                                           |                                           |
| Group                                              | 96,231                                    | 119,346                                   |
| Controlled entities                                | -                                         | -                                         |
| <b>Total audit and review of financial reports</b> | <b>96,231</b>                             | <b>119,346</b>                            |

No non-audit services have been provided by HLB.

#### b) Auditors of Tombador Iron Mineracao Ltda – HLB Brazil

|                                              | 12 months ended<br>31 December 2023<br>\$ | 12 months ended<br>31 December 2022<br>\$ |
|----------------------------------------------|-------------------------------------------|-------------------------------------------|
| Audit and review of financial reports        |                                           |                                           |
| Controlled entities                          | 29,251                                    | 32,376                                    |
| <b>Total services provided by HLB Brazil</b> | <b>29,251</b>                             | <b>50,533</b>                             |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### 23. Parent entity financial information

#### a) Summary financial information

The individual financial statements for the parent entity, Tombador Iron Ltd, show the following aggregate amounts:

|                          | 31 December 2023  | 31 December 2022  |
|--------------------------|-------------------|-------------------|
|                          | \$                | \$                |
| Current Assets           | 1,582,155         | 5,648,726         |
| Non-Current Assets       | 12,408,626        | 21,875,504        |
| <b>Total Assets</b>      | <b>13,990,781</b> | <b>27,524,230</b> |
| Current Liabilities      | 812,165           | 828,481           |
| Non-Current Liabilities  | -                 | -                 |
| <b>Total Liabilities</b> | <b>812,165</b>    | <b>828,481</b>    |
| <b>Net Assets</b>        | <b>13,178,616</b> | <b>26,695,749</b> |
| Equity                   |                   |                   |
| Issued capital           | 36,443,646        | 36,443,646        |
| Reserves                 | 1,421,858         | 1,124,032         |
| Accumulated losses       | (24,686,888)      | (10,871,929)      |
| <b>Total Equity</b>      | <b>13,178,616</b> | <b>26,695,749</b> |

#### Statement of Profit or Loss and Other Comprehensive Income

|                                              | 12 months ended 31 December 2023 | 12 months ended 31 December 2022 |
|----------------------------------------------|----------------------------------|----------------------------------|
|                                              | \$                               | \$                               |
| Loss after income tax                        | (13,814,959)                     | (3,639,296)                      |
| <b>Total comprehensive loss for the year</b> | <b>(13,814,959)</b>              | <b>(3,639,296)</b>               |

### 24. Summary of significant accounting policies

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements to the extent they have not already been disclosed in the other notes above. These policies have been consistently applied to the period presented. These financial statements present the financial information for Tombador Iron Limited as a Group consisting of Tombador Iron Limited and the entities controlled throughout the period (Group).

#### a) Basis of preparation

These general-purpose financial statements have been prepared on a going concern basis in accordance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board and the Corporations Act 2001. Tombador Iron Limited is a for-profit entity for the purpose of preparing the financial statements.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### i. Compliance with IFRS

The consolidated financial statements of the Tombador Iron Limited Group also comply with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

### ii. Historical cost convention.

These financial statements have been prepared on the historical cost basis.

### iii. New or Amended Accounting Standards and interpretations adopted

The group has adopted all of the new or amended Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current reporting period. Any new or amended Accounting Standards or Interpretations that are not yet mandatory have not been early adopted.

## b) Foreign currency translation

### i. Functional and presentation currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in Australian dollars, which is the Group's functional and presentation currency.

### ii. Group companies

The results and financial position of all the Group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- Assets and liabilities for each statement of financial position presented are translated at the closing rate at the date of that statement of financial position;
- Income and expenses for the statement of profit or loss and other comprehensive income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- All resulting exchange differences are recognised as a separate component of comprehensive income.

On consolidation, exchange differences arising from the translation of any net investment in foreign entities, and of borrowings and other financial instruments designated as hedges of such investments, are recognised in other comprehensive income. When a foreign operation is sold or any borrowings forming part of the net investment are repaid, a proportionate share of such exchange differences are recognised in the statement of profit or loss and other comprehensive income, as part of the gain or loss on sale where applicable. Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entities and translated at the closing rate.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEAR ENDED 31 DECEMBER 2023

### c) Goods and services tax (GST and Brazilian equivalents)

Revenues, expenses and assets are recognised net of the amount of GST except:

- when the GST (and equivalents) incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST (and equivalents) is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- receivables and payables, which are stated with the amount of GST (and equivalents) included.

The net amount of GST (and equivalents) recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

Cash flows are included in the statement of cash flows on a gross basis and the GST (and equivalents) component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority are classified as operating cash flows. Commitments and contingencies are disclosed net of the amount of GST (and equivalents) recoverable from, or payable to, the taxation authority.

### d) Comparative Figures

When required by accounting standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

## DIRECTORS DECLARATION

In the directors' opinion:

- (a) the attached financial statements and notes thereto are in accordance with the *Corporations Act 2001*, including:
  - (i) complying with Accounting Standards, the *Corporations Regulations 2001* and other mandatory professional reporting requirements; and
  - (ii) giving a true and fair view of the Group's financial position for the year ended 31 December 2023 and of its performance for the financial period end on that date.
- (b) the financial statements and notes comply with International Financial Reporting Standards.
- (c) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

On behalf of the Directors



Anna Neuling  
**Non-Executive Chair**  
**20 June 2024**

**INDEPENDENT AUDITOR'S REPORT**

To the Members of Tombador Iron Limited

**Report on the Audit of the Financial Report***Opinion*

We have audited the financial report of Tombador Iron Limited ("the Company") and its controlled entities ("the Group"), which comprises the consolidated statement of financial position as at 31 December 2023, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the year then ended, notes to the financial statements, including material accounting policy information, and the directors' declaration.

In our opinion, the accompanying financial report of the Group is in accordance with the *Corporations Act 2001*, including:

- (a) giving a true and fair view of the Group's financial position as at 31 December 2023 and of its financial performance for the year then ended; and
- (b) complying with Australian Accounting Standards and the *Corporations Regulations 2001*.

*Basis for Opinion*

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Group in accordance with the auditor independence requirements of the *Corporations Act 2001* and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* ("the Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

*Key Audit Matters*

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial report of the current period. These matters were addressed in the context of our audit of the financial report as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

**hlb.com.au**

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| Key Audit Matter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | How our audit addressed the key audit matter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Accounting for sale of subsidiary</b><br>Refer to note 16 in the financial statements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>During the year, the Company disposed of its subsidiary, Tombador Iron Minercao. This subsidiary and its operations represented a significant segment of the business.</p> <p>The recognition and disclosure of these transactions in the financial report is complex and required significant audit attention, as the Group needed to separate its assets, liabilities and operations into continuing and discontinued business operations which has a significant and pervasive impact on the financial results and report of the Group.</p> <p>We focussed on this matter because of the importance to readers of the financial report of the allocation of the loss from continued and discontinued operations.</p> | <p>Our procedures included but were not limited to the following:</p> <ul style="list-style-type: none"> <li>– We obtained an understanding of the key processes associated with management’s accounting for the sale transaction;</li> <li>– We read and considered the sales agreements;</li> <li>– We recalculated the carrying value of the assets and liabilities disposed of and ensured that these were accurately separated from the continuing business;</li> <li>– We substantiated sale proceeds to supporting documentation;</li> <li>– We re-performed the calculations of the loss on disposal by comparing the consideration received to the carrying value of the identified assets and liabilities;</li> <li>– We ensured compliance with <i>AASB 5 Non-current Assets Held for Sale and Discontinued Operations</i>;</li> <li>– We considered the requirements of <i>AASB 121 The Effects of Changes in Foreign Exchange Rates</i> in relation to Disposal of a Foreign Operation;</li> <li>– We considered the tax implications of the sale; and</li> <li>– We assessed the appropriateness of the disclosures in the financial report.</li> </ul> |

#### *Information Other than the Financial Report and Auditor’s Report Thereon*

The directors are responsible for the other information. The other information comprises the information included in the Group’s annual report for the year ended 31 December 2023, but does not include the financial report and our auditor’s report thereon.

Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report, or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

### *Responsibilities of the Directors for the Financial Report*

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards and the *Corporations Act 2001* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the ability of the Group to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

### *Auditor's Responsibilities for the Audit of the Financial Report*

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the financial report. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, actions taken to eliminate threats or safeguards applied.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial report of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

## **REPORT ON THE REMUNERATION REPORT**

### *Opinion on the Remuneration Report*

We have audited the Remuneration Report included within the directors' report for the year ended 31 December 2023.

In our opinion, the Remuneration Report of Tombador Iron Limited for the year ended 31 December 2023 complies with Section 300A of the *Corporations Act 2001*.

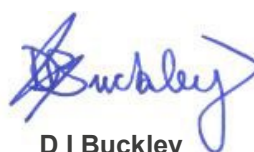
### *Responsibilities*

The directors of the Company are responsible for the preparation and presentation of the Remuneration Report in accordance with section 300A of the *Corporations Act 2001*. Our responsibility is to express an opinion on the Remuneration Report, based on our audit conducted in accordance with Australian Auditing Standards.



**HLB Mann Judd**  
**Chartered Accountants**

**Perth, Western Australia**  
**20 June 2024**



**D I Buckley**  
**Partner**

## ADDITIONAL ASX INFORMATION

The shareholder information set out below was applicable as at the dates specified.

### Unlisted Securities (Current as at 11 June 2024)

|                                                                     | Number on Issue | Number of Holders |
|---------------------------------------------------------------------|-----------------|-------------------|
| TI1AA - unlisted options exercisable at \$0.052 expiring 14/10/2025 | 4,750,000       | 2                 |
| TI1AE - performance rights expiring 01/09/2025                      | 2,125,000       | 4                 |
| TIPR24 - performance rights expiring 22/12/2024                     | 7,500,000       | 4                 |
| TIPR25 - performance rights expiring 31/05/2025                     | 3,750,000       | 4                 |

### Holders of over 20% of unlisted securities

Substantial holders of more than 20% of unlisted securities as at 11 June 2024 are set out below:

| Holder Name                               | Number of Shares | % of Issued Capital |
|-------------------------------------------|------------------|---------------------|
| ANGELS WISH PTY LIMITED <ANGELS WISH A/C> | 4,500,000        | 24.83%              |

### Distribution of Equity Securities

#### Analysis of numbers of ordinary shareholders by size of holding:

|                                          | Holders      | Number of Units      | % of Issued Capital |
|------------------------------------------|--------------|----------------------|---------------------|
| above 0 up to and including 1,000        | 63           | 9,009                | 0.00                |
| above 1,000 up to and including 5,000    | 17           | 49,445               | 0.00                |
| above 5,000 up to and including 10,000   | 165          | 1,341,465            | 0.06                |
| above 10,000 up to and including 100,000 | 756          | 34,668,816           | 1.61                |
| above 100,000                            | 966          | 2,122,413,638        | 98.33               |
| <b>TOTALS:</b>                           | <b>1,967</b> | <b>2,158,482,373</b> | <b>100.00</b>       |

There are 607 holders holding less than a marketable parcel of ordinary shares based on the closing market price as at 6 October 2023 which is the last day of trading prior to the Company going into a trading halt and subsequent voluntary suspension.

### Ordinary Shares Subject to Escrow

There are no equity securities currently subject to either regulatory or voluntary escrow.

### On-market Buy-Back

There is no current on-market buy-back.

### Voting Rights

The voting rights attaching to each class of equity securities are set out below:

- Ordinary Shares: On a show of hands every member present at a meeting of by proxy shall have one vote and upon a poll each share shall have one vote.
- Options: The securities have no voting rights.
- Performance Rights: The securities have no voting rights.



## ADDITIONAL ASX INFORMATION

### Substantial Holders (Current as at 31 May 2024)

Substantial holders of equity securities in the Company as per the substantial shareholders notices are set out below:

| Holder Name                                          | Number of Shares | % of Issued Capital |
|------------------------------------------------------|------------------|---------------------|
| COLOMI SINGAPORE PTE LTD & MCRAE INVESTMENTS PTY LTD | 988,127,099      | 46.24%              |

### Equity Security Holders (Current as at 10 June 2024)

The names of the twenty largest holders of quoted equity securities (ordinary shares) are listed below:

|         | Holder Name                                                                | Number of Shares | % of Issued Capital |
|---------|----------------------------------------------------------------------------|------------------|---------------------|
| 1       | COLOMI SINGAPORE PTE LTD                                                   | 944,463,354      | 43.76               |
| 2       | NORTRUST NOMINEES LIMITED                                                  | 86,005,337       | 3.98                |
| 3       | MCRAE INVESTMENTS PTY LTD                                                  | 43,663,745       | 2.02                |
| 4       | BNP PARIBAS NOMINEES PTY LTD<br><IB AU NOMS RETAIL CLIENT DRP>             | 34,648,384       | 1.61                |
| 5       | MANNWEST GROUP PTY LTD                                                     | 32,101,265       | 1.49                |
| 6       | IRAL PTY LTD <IRAL A/C>                                                    | 25,000,000       | 1.16                |
| 7       | BNP PARIBAS NOMS PTY LTD <DRP>                                             | 24,670,741       | 1.14                |
| 8       | JSC WEALTH MANAGEMENT PTY LTD                                              | 20,316,859       | 0.94                |
| 9       | MR SCOTT SPENCER PAPPIN & MRS TRACEY LEE PAPPIN<br><PAPPIN SUPER FUND A/C> | 17,790,100       | 0.82                |
| 10      | KEITH STUART LIDDELL & SHELAGH JANE LIDDELL                                | 16,779,936       | 0.78                |
| 11      | MR JAMES MURCH & MRS CATHERINE MURCH<br><MINJAL SUPER FUND A/C>            | 14,000,000       | 0.65                |
| 12      | BOODUP NOMINEES PTY LTD<br><OTTER SUPER FUND A/C>                          | 13,000,000       | 0.60                |
| 13      | UBS NOMINEES PTY LTD                                                       | 11,594,937       | 0.54                |
| 14      | THE MAMF GROUP PTY LTD                                                     | 11,436,307       | 0.53                |
| 15      | JOHN DAHLSSEN SUPERANNUATION FUND PTY LTD                                  | 10,718,000       | 0.50                |
| 16      | GIOKIR PTY LTD                                                             | 9,287,334        | 0.43                |
| 17      | NOORAMA INVESTMENTS PTY LTD<br><NOORAMA SUPERANNUATION A/C>                | 9,200,000        | 0.43                |
| 18      | ARDROY SECURITIES PTY LTD<br><CAMERON INVESTMENT UNIT A/C>                 | 8,000,000        | 0.37                |
| 19      | SUPERHERO SECURITIES LIMITED <CLIENT A/C>                                  | 7,953,693        | 0.37                |
| 20      | MUHLBAUER INVESTMENTS PTY LTD<br><MUHLBAUER FAMILY A/C>                    | 7,634,667        | 0.35                |
| TOTALS: |                                                                            | 1,348,264,659    | 62.47               |

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## TENEMENTS

### Tenements at 31 December 2023

The Company has no interest in tenements as at 31 December 2023.



**TOMBADOR IRON**

**TOMBADOR IRON LIMITED**  
SUITE 1, LEVEL 1, 3 ORD STREET WEST PERTH WA 6005  
+61 8 6382 1805 [www.tombadoriron.com](http://www.tombadoriron.com)



# TOMBADOR IRON

# 2022

## Annual Report

Six months ended 31 December



ABN 20 108 958 274



# CORPORATE DIRECTORY

## DIRECTORS

|                      |                          |
|----------------------|--------------------------|
| Ms Anna Neuling      | (Non-Executive Chair)    |
| Mr David Chapman     | (Non-Executive Director) |
| Mr Keith Liddell     | (Non-Executive Director) |
| Mr Stephen Quantrill | (Executive Director)     |

## CHIEF EXECUTIVE OFFICER

Mr Gabriel da Cunha Oliva

## COMPANY SECRETARY

Ms Abby Macnish Niven

## AUDITORS

HLB Mann Judd (WA Partnership)  
Level 4, 130 Stirling Street  
Perth WA 6000

## SOLICITORS

Steinepreis Paganin  
Level 4, The Read Buildings  
16 Milligan Street  
Perth WA 6000

## BANKERS

National Australia Bank Limited  
Level 32, 100 Miller Street  
North Sydney NSW 2060

## REGISTERED OFFICE

Tombador Iron Limited  
Suite 5, 85 Forrest Street  
Cottesloe WA 6011

## SHARE REGISTRY

Automic Registry Services  
Level 5, 191 St Georges Terrace  
Perth WA 6000

## STOCK EXCHANGE LISTING

The Company's shares are listed and quoted on the Australian Securities Exchange Limited ("ASX").  
ASX code: T11

## WEBSITE ADDRESS:

[www.tombadoriron.com](http://www.tombadoriron.com)



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## CHAIRMAN'S ADDRESS

Dear Shareholders

I am pleased to present the six-month transition report for Tombador Iron Limited following the Company's decision to change its financial year from 30 June to 31 December. This brings the Company's financial year into alignment with its operational subsidiary in Brazil, which will result in efficiency gains for group reporting.

During the second half of the 2022 year, Tombador Iron Ltd achieved significant progress towards achieving our corporate objectives, where our current priorities include:

- growing the volume of high-grade lump and fines sales into the domestic Brazil market,
- studying the feasibility of beneficiating the medium iron grade rock; and
- finalising the ramp-up phase including availability and efficiency of the crushing and screening plant.

Our operations at the Tombador Iron Mine continued to run smoothly, and the company produced 372,700 wet metric tonnes (wmt) of lump and fines ore during the half-year period and sold 221,600 wet metric tonnes (wmt) of lump and fines ore to the overseas and domestic Brazil markets.

We remain committed to our social and environmental responsibilities, and we continued to engage with local communities to identify and address their needs.

In conclusion, I would like to thank our employees, customers, and shareholders for their continued support. We remain committed to creating value for all our stakeholders and delivering on our objectives.

Sincerely,



Anna Neuling  
**Non-Executive Chair**

## DIRECTORS' REPORT

Your directors submit their report on the Group consisting of Tombador Iron Limited ("Tombador") and the entities it controlled (the "Group") for the six-month period ended 31 December 2022.

As announced on 14 December 2022, the Company changed its financial year from 30 June to 31 December to align the Company's reporting period with its operational subsidiary in Brazil, which will result in greater alignment for group reporting. The comparative period in this report is the previous 12-month financial year ended 30 June 2022.

In order to comply with the provisions of the *Corporations Act 2001*, the directors report is as follows:

### 1. Directors

The names, qualifications, experience and special responsibilities of each person who has been a Director during the year and to the date of this report are:

#### **Ms Anna Neuling**

Qualifications and Experience

#### **Non-Executive Chairman** (Appointed 25 September 2020)

Ms Neuling is currently a Non-Executive Director of ASX-listed S2 Resources Ltd. Prior to moving to Non-Executive Director in August 2022, Anna was Executive Director of S2 Resources Ltd since it demerged from Sirius Resources Limited as part of the Sirius merger with IGO in 2015. Anna has held various roles at Sirius since its inception and was Executive Director – Corporate and Commercial at the time of the \$2.7 billion merger.

Ms Neuling has twenty years of experience in financial and corporate roles in the resources industry with ASX listed companies including LionOre Mining International, Antipa Minerals Ltd and Avoca Resources Ltd. Prior to that, Anna worked at Deloitte in London and Perth.

Ms Neuling is a fellow of the Institute of Chartered Accountants in England and Wales and a Graduate of the Australian Institute of Company Directors. Anna also holds a degree in mathematics from the University of Newcastle (UK).

Interest in shares, options and performance rights

Shares: 4,250,000 indirectly held.

Performance Rights: 750,000 indirectly held (expiry date: 1 September 2025).

Performance Rights: 1,500,000 (expiry date: 22 December 2024) indirectly held.

Other directorships in listed entities held in the previous three years

Non-Executive Director of S2 Resources (ASX: S2R) from 1 August 2022 to current. Executive Director of S2 Resources (ASX: S2R) from 28 May 2015 to 1 August 2022.

Non-Executive Director of MLG Oz Ltd (ASX:MLG) from 23 March 2021 to current.

Non-Executive Director of CZR Resources Ltd (ASX:CZR) from 2 November 2020 to 25 September 2021.



## 1. Directors (continued)

### Mr Stephen Quantrill

**Executive Director** (Appointed 20 February 2018, previously Non-Executive)

Qualifications and Experience

Mr Quantrill is a chartered engineer with over twenty years' experience in multifaceted roles in business leadership, ownership and advisory. Mr Quantrill acts as chairman and company director across a range of businesses and industries, including in investment, resources (iron ore, oil and gas), property, biotechnology, agri-industry, advisory and engineering.

Mr Quantrill's roles include non-executive director of Neuroscientific Biopharmaceuticals Ltd (ASX:NSB) and executive chairman of McRae Investments, the venture capital and investment holding company established by Harold Clough in 1965. Mr Quantrill holds a BSc (Civil Engineering), Bachelor of Commerce, an MBA, is a Fellow of FINSIA, a Graduate Member of the Australian Institute of Company Directors and an Engineering Executive Member of Engineers Australia.

Interest in shares, options and performance rights

Shares: 2,250,000 indirectly held.

Performance Rights: 750,000 indirectly held (expiry date: 1 September 2025).

Performance Rights: 3,000,000 (expiry date: 22 December 2024) indirectly held.

Other directorships in listed entities held in the previous three years

Non-Executive Director of NeuroScientific Biopharmaceuticals (ASX: NSB) from 13 February 2015 to current.

### Mr Keith Liddell

**Non-Executive Director** (Appointed 25 September 2020)

Qualifications and Experience

Mr Liddell is an experienced metallurgical engineer, founder and chair of listed and unlisted companies including founder chairman of Sally Malay Mining Ltd (now Panoramic Resources Ltd) and Mineral Securities Ltd (resource investment house) and former managing director of Aquarius Platinum Ltd.

Mr Liddell has raised over \$1 billion of equity and has taken numerous resource projects from exploration to production.

Interest in shares, options and performance rights

Shares: 19,729,936 directly held.

Performance Rights: 750,000 directly held (expiry date: 1 September 2025).

Performance Rights: 1,500,000 (expiry date: 22 December 2024) directly held.

Other directorships in listed entities held in the previous three years

None.

## 1. Directors (continued)

### Mr David Chapman

#### Non-Executive Director (Appointed 25 September 2020)

#### Qualifications and Experience

Mr Chapman brings thirty-nine years resource industry experience as a geologist in senior and executive management roles with WMC Resources Ltd and the junior sector within Australia and overseas. His experience covers operations, exploration project management and construction, business development and project financing.

Mr Chapman has spent much of his professional career on exploration and project development in Brazil and is a fluent Portuguese speaker. He was a Director of WMC Resources Brazil office from 1991 to 2000 where he was responsible for exploration programs for gold and base metals throughout Brazil and French Guiana. He was later involved in the financing and construction of a significant base metal operation in Brazil. Through these activities he has developed and retains a strong industry network within Brazil and South America.

#### Interest in shares, options and performance rights

Shares: 2,650,000 indirectly held.

Performance Rights: 750,000 indirectly held (expiry date: 1 September 2025).

Performance Rights: 1,500,000 (expiry date: 22 December 2024) indirectly held.

#### Other directorships in listed entities held in the previous three years

Non-Executive Director of Dreadnought Resources Ltd (ASX:DRE) from 9 April 2019 to 31 July 2019.

Non-Executive Director Taruga Minerals Limited from 1 October 2021 to current.

## 2. Company Secretary/Chief Financial Officer

### Ms Abby Macnish Niven

#### Appointed 1 May 2020

#### Experience

Abby Macnish Niven (BComm, BSc, CFA, GAICD) has held the role of Company Secretary since April 2020. Ms Macnish Niven has over eighteen years' experience in the finance industry in Australia. She holds a Bachelor of Commerce degree with a double major in Commerce and Science, is a CFA Charterholder and is a member of the Australian Institute of Company Directors. She has also completed the Certificate in Governance Practice.

#### Interest in shares, options and performance rights

Shares: 2,550,000 indirectly held.

Performance rights: 375,000 indirectly held (expiry date: 1 September 2025).

## 3. Chief Executive Officer

### Mr Gabriel Oliva

#### Appointed 29 July 2020

Gabriel Oliva is a Brazilian mining and contract law specialist with significant experience in mining start-ups and project financing. Mr Oliva holds a Bachelor's Degree in Law and is a member of the Brazilian Bar Association (OAB/RJ), and a board member of the Shippers Association of Bahia – USUPORT.

His previous experience includes corporate legal counsel and business manager for Colomi Iron Mineracao and in-house lawyer responsible for Brazilian financing package for the Santa Rita Nickel Mine (TSX). Mr Oliva has experience in the development of various other junior mining companies exploring for minerals such as nickel, iron, kaolin and manganese.

#### Interest in shares, options and Performance rights

Performance rights: 4,500,000 directly held.



#### 4. Principal Activities

Tombador Iron Limited is an Australian publicly listed company that owns 100% of the Tombador Iron Mineracao high grade iron ore project in Bahia State, Brazil. The Company has a JORC certified Mineral Resource estimate and is operating a high-grade, open-cut mining operation.

#### 5. Operating Results

The profit for the Group for the 6-month period ended 31 December 2022 from continuing operations after providing for income tax amounted to \$7,085,731 (30 June 2022 profit: \$3,493,992). At the reporting date the Group had cash and cash equivalents of \$14,182,028 (30 June 2022: \$29,421,985) and a net asset position of \$36,272,727 (30 June 2022: \$35,041,968).

#### 6. Review of Operations

During the 6-month period ended 31 December 2022 (the “Period”), the Company produced 372,700 wet metric tonnes (“wmt”) of high-grade ore from the Tombador Iron Mineracao iron ore project (“Tombador Project” or the “Project”) in the State of Bahia, Brazil.

The Company was focused on growing sales and market development in the Brazilian domestic market. Production was managed to market conditions as the Company selectively sold 221,600 wmt of high-grade iron ore during the 6-month period.

From July 2022 to 31 December 2022 the key milestones achieved include:

- Delivery and sales of 221,600 wmt of high-grade lump and fines to customers,
- The largest 6-month period of sales to the domestic market to date, accounting for 50% of total sales,
- Produced over 372,700 tonnes of high-grade ore,
- Received approval of its environmental alteration licence (LA), and
- Secured contracts for two export shipments of high-grade iron ore to be delivered to the Asian market in the March 2023 Quarter.



## Approvals & Permitting

The Company currently holds the following licences granted by the Environmental Agency of the state of Bahia ("INEMA"):

- Preliminary Licence ("LP") granted in 2018 (involves Social and Environmental approvals);
- Installation Licence ("LI") granted in September 2020 (vegetation clearing, construction and site works permitted);
- Operating Licence ("LO") granted on 20 May 2021 (mining operations and sale of ore permitted).
- Alteration Licence ("LA") granted on 28 November 2022 (extends the limits of operations to the area required for the full life of mine as outlined in the PFS)

The Tombador exploration tenement was fully converted into a Mining Concession ("Portaria nº 165/SGM/MME") granted by the Ministry for Mines and Energy and published in the Official Gazette on 27 April 2021.

## Mining Operations

The Tombador crushing and screening plant produced a total of 372,700 wmt during the 6-month period ended 31 December 2022, comprised of 175,500 wmt of lump product and 197,200 wmt of fines product. Mining during the Period was in a friable portion of the ore body resulting in the lower lump yield.

Work commenced on preparing areas for stockpile expansion and for a highwall cutback. This was following approval of the LA which allows for activities in the entire area required for the full life of mine as outlined in the PFS.

The Mining Contractor (SEMEP) and its subcontractors continued to provide all equipment and staffing for drilling and blasting, mining, crushing and screening operations, and maintaining equipment and mine site infrastructure for the Project.

As at 31 December 2022, Tombador had approximately 562,235 tonnes of product on stockpiles. Stockpiles both at the mine and at the port are valued at the cost of production and accounted for on the Group's Statement of Financial Position until such time as the product is sold. Production tonnes have been higher than sales, and inventory has increased during the Period. The Company continued its strategy of managing production and sales to realise positive margins for its valuable resource in the prevailing market.

## Logistics

The company moved product from the Tombador mine to local customers via public roads using haulage contractors. For export customers, truck haulage services for the 700km route from the Tombador Project to the Ports were also contracted. The port operator was contracted to arrange stockpile storage capacity, material handling and ship loading services, sufficient for loading shipments of 38,000 tonnes/shipment. Towards the end of the Period Tombador was engaging with another Port operator capable of loading larger 45,000 tonne ships. This is also approximately 700km from the Tombador mine.

## Sales and Marketing

During the 6 months ended 31 December 2022 the company sold 110,600 wmt of lump ore to the export market and 105,900 wmt of lump and 5,000 wmt of fines to the local Brazil market.

The exports were sold in three shipments through Tombador's marketing offtake partner to Tier 1 European steel mills. Tombador receives working capital support through pre-delivery partial payment from its offtake partner for these export shipments.



The Period was marked by challenging market conditions. European markets were under stress from high energy costs and market disruption, and zero-Covid policies in China reduced demand causing index prices to slip to a 2-year-low of USD 79.50 per dry metric tonne.

Towards the end of the period in December, China softened restrictions and confidence in the Asian iron ore market was restored. Coupled with lower ocean freight prices the company quickly secured contracts for two export shipments, scheduled to sail in the March 2023 quarter. The larger 45,000 wmt shipments are made possible through the port of Enseada, located in Maragogipe.

### **Dry Beneficiation Studies**

The Company progressed its studies to evaluate the opportunity to upgrade medium iron grade rock and mineralised waste located on Tombador Iron tenements into a high-grade lump product. Since operations began, medium iron grade rock and mineralised waste have been classified and stockpiled separately from waste for potential processing (beneficiation). Following positive sensor-based sorting technology study results in the 2 phases of bulk test work were completed by in the Period and showed positive results. Definitive technical and economic analysis is planned for the March 2023 quarter.

Additional bulk samples were collected in preparation for both dry and wet jigging testwork, planned for the next financial year. These tests will provide a comparison for different beneficiation technologies and determine if mass recoveries can be increased by also upgrading beneficiable ore fines.

### **7. Annual Mineral Resource and Ore Reserves Statement**

The Company carries out an annual review of its iron ore Mineral Resources and Ore Reserves at the Tombador project in Bahia, Brazil, as required by the ASX Listing Rules. Tombador has shifted its annual reporting of Mineral Resources and Ore Reserves to the ASX from ending 30 June to ending 31 December. The original Mineral Resource was announced to ASX on 24 December 2021 and Ore Reserves on 1 March 2022. The Company last reported its annual Mineral Resources and Ore Reserves estimates as at 30 June 2022. This review was carried out as at 31 December 2022 and the next annual reporting of estimates will be as at 31 December 2023.

During the Period the Company commenced and is currently still conducting an infill drilling program and will update the Mineral Resource and Ore Reserve estimates on the completion of the program.

### **Estimation Governance Statement**

The Company ensures that all Mineral Resource and Ore Reserves estimations are subject to appropriate levels of governance and internal controls.

Exploration results are collected and managed by competent qualified geologists, and are peer reviewed internally by senior technical staff. All data collection activities are conducted to industry standards based on a framework of quality assurance and quality control protocols covering all aspects of sample collection, topographical and geophysical surveys, drilling, sample preparation, physical and chemical analysis and data and sample management.

Mineral Resource and Ore Reserves estimates are prepared by appropriately qualified, independent Competent Persons.

If there is a material change in the estimate of a Mineral Resource or Ore Reserves, the estimate and supporting documentation in question is reviewed by a suitable qualified independent Competent Persons and announced to the ASX in accordance with the Listing Rules.

The Company reports its Mineral Resources and Ore Reserves on an annual basis in accordance with JORC Code 2012.



## High-Grade DSO Hematite Mineral Resource Tables as at 31 December 2022

**Table 1 - Hematite Mineral Resource**

| Classification                  | Tonnes (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|---------------------------------|-------------|--------------|----------------------|------------------------------------|--------------|
| Measured                        | 2.52        | 64.85        | 3.86                 | 0.55                               | 0.073        |
| Indicated                       | 2.97        | 65.88        | 3.68                 | 0.60                               | 0.078        |
| <b>Measured &amp; Indicated</b> | <b>5.49</b> | <b>65.41</b> | <b>3.76</b>          | <b>0.58</b>                        | <b>0.076</b> |
| Inferred                        | 1.57        | 62.08        | 9.11                 | 0.64                               | 0.084        |
| <b>Total</b>                    | <b>7.05</b> | <b>64.67</b> | <b>4.95</b>          | <b>0.59</b>                        | <b>0.077</b> |

**Table 2 - High Phosphorus Hematite Mineral Resource**

| Classification | Tonnes (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|-------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 0.15        | 59.83        | 9.75                 | 1.02                               | 0.316        |
| Indicated      | 0.02        | 56.41        | 13.38                | 1.27                               | 0.308        |
| <b>Total</b>   | <b>0.16</b> | <b>59.46</b> | <b>10.14</b>         | <b>1.05</b>                        | <b>0.315</b> |

Assumptions for Table 1 & 2.

1. Hematite and High Phosphorus Hematite resources use a cut-off grade of 55% Fe.
2. Mineral Resources were prepared in accordance with the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC Code, 2012) incorporating drilling data acquired up to 8 November 2021 and depleted to 31 December 2022 topographic surface.
3. All figures have been rounded to the relative accuracy of the estimates. Summed amounts may not add due to rounding.

## High-Grade DSO Hematite Mineral Resource Tables as at 30 June 2022

**Table 3A - Hematite Mineral Resource**

| Classification                  | Tonnes (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|---------------------------------|-------------|--------------|----------------------|------------------------------------|--------------|
| Measured                        | 3.09        | 64.84        | 3.92                 | 0.58                               | 0.073        |
| Indicated                       | 3.00        | 65.82        | 3.72                 | 0.62                               | 0.078        |
| <b>Measured &amp; Indicated</b> | <b>6.09</b> | <b>65.32</b> | <b>3.82</b>          | <b>0.60</b>                        | <b>0.075</b> |
| Inferred                        | 1.62        | 61.93        | 9.32                 | 0.64                               | 0.085        |
| <b>Total</b>                    | <b>7.71</b> | <b>64.61</b> | <b>4.97</b>          | <b>0.61</b>                        | <b>0.077</b> |

**Table 4A - High Phosphorus Hematite Mineral Resource**

| Classification | Tonnes (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|-------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 0.26        | 60.67        | 8.65                 | 1.12                               | 0.326        |
| Indicated      | 0.02        | 56.41        | 13.38                | 1.27                               | 0.308        |
| <b>Total</b>   | <b>0.27</b> | <b>60.40</b> | <b>8.95</b>          | <b>1.13</b>                        | <b>0.325</b> |

High-Grade DSO Hematite Mineral Resources totalled 7.21Mt as at 31 December 2022, inclusive of Ore Reserves. This represents a 10% decrease in DSO Mineral Resources when compared to the remaining total Mineral Resources as at 30 June 2022. Depletion in the Mineral Resource occurred due to iron ore production.

**Talus and Itabirites Mineral Resource Tables as at 31 December 2022**

The Company is currently studying the amenability of beneficiating talus and itabirites which contain decimetric (10cm) bands of high-grade hematite to produce a high-grade hematite product.

**Table 5 - Talus Mineral Resource**

| Classification | Tonnes (Mt) | Fe (%)      | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|-------------|-------------|----------------------|------------------------------------|--------------|
| Inferred       | 2.37        | 37.8        | 38.61                | 1.72                               | 0.017        |
| <b>Total</b>   | <b>2.37</b> | <b>37.8</b> | <b>38.61</b>         | <b>1.72</b>                        | <b>0.017</b> |

Tombador has assigned mineral rights to the itabirites that do not contain decimetric bands of high-grade hematite (60%Fe within the band) for future beneficiation as iron ore concentrate to Colomi Iron Mineracao. Colomi Iron Mineracao has agreed to pay Tombador a royalty for iron concentrate produced from the itabirites.

**Table 6 - Siliceous Itabirite Mineral Resource**

| Classification | Tonnes (Mt)  | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|--------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 1.08         | 34.04        | 47.09                | 1.14                               | 0.054        |
| Indicated      | 1.15         | 33.86        | 48.67                | 1.05                               | 0.042        |
| Inferred       | 18.90        | 37.36        | 43.94                | 0.9                                | 0.026        |
| <b>Total</b>   | <b>21.12</b> | <b>37.00</b> | <b>44.36</b>         | <b>0.92</b>                        | <b>0.028</b> |

**Table 7 - Dolomitic Itabirite Mineral Resource**

| Classification | Tonnes (Mt)  | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|--------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 2.53         | 30.19        | 21.97                | 0.82                               | 0.035        |
| Indicated      | 2.22         | 30.32        | 27.36                | 0.96                               | 0.034        |
| Inferred       | 8.40         | 31.89        | 17.43                | 0.79                               | 0.044        |
| <b>Total</b>   | <b>13.16</b> | <b>31.29</b> | <b>19.98</b>         | <b>0.82</b>                        | <b>0.040</b> |

Potential beneficiable itabirite material to produce high grade hematite was logged following the infill drilling and is the basis for the estimate of the Beneficiable Mineral Resource in the Table 6 below. The Beneficiable resource is a subset of the Siliceous Itabirite (ICS) resource.

**Table 8 - Beneficiable Mineral Resource**

| Classification | Tonnes (Mt)  | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)       |
|----------------|--------------|--------------|----------------------|------------------------------------|-------------|
| Measured       | 0.003        | 38.00        | 43.38                | 1.01                               | 0.012       |
| Indicated      | 0.024        | 37.18        | 44.32                | 1.01                               | 0.013       |
| Inferred       | 3.831        | 39.57        | 41.21                | 1.05                               | 0.02        |
| <b>Total</b>   | <b>3.858</b> | <b>39.55</b> | <b>41.23</b>         | <b>1.05</b>                        | <b>0.02</b> |

Assumptions for Tables 3, 4, 5 and 6.

1. Talus, Siliceous Itabirite, Dolomitic Itabirite and Beneficiable resources use a cut-off grade of 20% Fe
2. Beneficiable resource is a subset of the Siliceous Itabirite (ICS) resource.
3. Mineral Resources were prepared in accordance with the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC Code, 2012) incorporating drilling data acquired up to 8 November 2021 and depleted to 31 December 2022 topographic surface.
4. All figures have been rounded to the relative accuracy of the estimates. Summed amounts may not add due to rounding.

#### **Talus and Itabirites Mineral Resource Tables as at 30 June 2022**

**Table 9A - Talus Mineral Resource**

| Classification | Tonnes (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|-------------|--------------|----------------------|------------------------------------|--------------|
| Inferred       | 2.54        | 37.94        | 38.60                | 1.77                               | 0.017        |
| <b>Total</b>   | <b>2.54</b> | <b>37.94</b> | <b>38.60</b>         | <b>1.77</b>                        | <b>0.017</b> |

**Table 10A - Siliceous Itabirite Mineral Resource**

| Classification | Tonnes (Mt)  | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|--------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 1.29         | 34.09        | 47.20                | 1.09                               | 0.051        |
| Indicated      | 1.66         | 34.88        | 47.63                | 0.95                               | 0.036        |
| Inferred       | 19.20        | 37.41        | 43.86                | 0.90                               | 0.026        |
| <b>Total</b>   | <b>22.15</b> | <b>37.03</b> | <b>44.34</b>         | <b>0.92</b>                        | <b>0.028</b> |



**Table 11A - Dolomitic Itabirite Mineral Resource**

| Classification | Tonnes (Mt)  | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|--------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 2.65         | 30.63        | 21.36                | 0.82                               | 0.036        |
| Indicated      | 2.22         | 30.33        | 27.35                | 0.96                               | 0.034        |
| Inferred       | 8.46         | 31.92        | 17.35                | 0.79                               | 0.044        |
| <b>Total</b>   | <b>13.33</b> | <b>31.40</b> | <b>19.82</b>         | <b>0.82</b>                        | <b>0.041</b> |

**Table 12A - Beneficiable Mineral Resource**

| Classification | Tonnes (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|----------------|-------------|--------------|----------------------|------------------------------------|--------------|
| Measured       | 0.03        | 37.24        | 44.44                | 0.96                               | 0.014        |
| Indicated      | 0.18        | 37.85        | 43.08                | 0.69                               | 0.016        |
| Inferred       | 3.99        | 39.56        | 41.2                 | 1.05                               | 0.019        |
| <b>Total</b>   | <b>4.20</b> | <b>39.47</b> | <b>41.3</b>          | <b>1.04</b>                        | <b>0.019</b> |

Talus and itabirites Mineral Resources totalled 36.7Mt as at 31 December 2022, inclusive of Ore Reserves. This represents a 4% decrease in talus and itabirite Mineral Resources when compared to the remaining total Mineral Resources as at 30 June 2022. Depletion in the Mineral Resource occurred due to mining and these Mineral Resources have been stockpiled.

**Tombador Ore Reserves as at 31 December 2022**

| Category                 | Tonnage (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|--------------------------|--------------|--------------|----------------------|------------------------------------|--------------|
| Proved                   | 2.02         | 65.07        | 2.21                 | 0.56                               | 0.077        |
| Probable                 | 2.45         | 65.95        | 2.56                 | 0.56                               | 0.077        |
| <b>Total Ore Reserve</b> | <b>4.47</b>  | <b>65.55</b> | <b>2.40</b>          | <b>0.56</b>                        | <b>0.077</b> |

**Tombador Ore Reserves as at 30 June 2022**

| Category                 | Tonnage (Mt) | Fe (%)       | SiO <sub>2</sub> (%) | Al <sub>2</sub> O <sub>3</sub> (%) | P (%)        |
|--------------------------|--------------|--------------|----------------------|------------------------------------|--------------|
| Proved                   | 2.56         | 65.13        | 2.21                 | 0.58                               | 0.081        |
| Probable                 | 2.45         | 65.94        | 2.56                 | 0.56                               | 0.077        |
| <b>Total Ore Reserve</b> | <b>5.01</b>  | <b>65.53</b> | <b>2.38</b>          | <b>0.57</b>                        | <b>0.079</b> |

Ore Reserves totalled 4.47 Mt at 65.6% Fe as at 13 December 2022. This represents an 11% decrease in Ore Reserves when compared to the remaining Ore Reserves as at 30 June 2022. Depletion in the Ore Reserve occurred due to iron ore production.

## Competent Person's Statement

The information in this report that relates to Mineral Resources is based on and fairly represents information and supporting documentation compiled by or compiled under the supervision of Mr Leonardo Rocha who is a Member of the Australian Institute of Geoscientists (AIG 7623). Mr Rocha works for GE21 consultancy group, independent to Tombador Iron Limited. Mr Rocha has sufficient experience relevant to the type of mineralisation and type of deposit under consideration and to the activity which he is undertaking to qualify as Competent Person as defined in the 2012 Edition of the Australasian Code of Reporting Exploration Results, Mineral Resources and Ore Reserves. Mr Rocha visited the Tombador Project mine site from 23rd November 2021 to 25th of November 2021. Mr Rocha consents to the disclosure of information in this announcement in the form and context in which it appears. The Company confirms it is not aware of any new information or data that materially affects the information included in the relevant market announcement (made to ASX on 24 December 2021) and all material assumptions and technical parameters underpinning the estimates in the relevant market announcements continue to apply and have not materially changed.

The information in this report that relates to Ore Reserves is based on and fairly represents information and supporting documentation compiled by or compiled under the supervision of Mr Porfírio Cabaleiro Rodriguez who is a Fellow of the Australian Institute of Geoscientists (AIG 3708). Mr Rodriguez is the mining director for GE21 consultancy group, independent to Tombador Iron Limited. Mr Rodriguez has sufficient experience relevant to the type of mineralisation and type of deposit under consideration to qualify as Competent Person as defined in the 2012 Edition of the Australasian Code of Reporting Exploration Results, Mineral Resources and Ore Reserves. Mr Rodriguez consents to the disclosure of information in this announcement in the form and context in which it appears. The Company confirms it is not aware of any new information or data that materially affects the information included in the relevant market announcement (made to ASX on 1 March 2022) and all material assumptions and technical parameters underpinning the estimates in the relevant market announcements continue to apply and have not materially changed. In relation to the production target and forecast financial information referred to in the report, the Company confirms that all material assumptions underpinning the production target and the forecast financial information derived from the production target continue to apply and have not materially changed since the announcement of the feasibility study on 1 March 2022.

This Annual Mineral Resource and Ore Reserves Statement is based on and fairly represents the information and supporting documentation prepared by the above-mentioned Competent Persons. It is approved as a whole by Mr Rodriguez, a Competent Person who is a Fellow of the Australian Institute of Geoscientists and is currently the mining director for GE21 consultancy group, independent to Tombador Iron Limited. Mr Rodriguez has sufficient experience 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 the Reporting of Exploration Results, Mineral Resources, and Ore Reserves (JORC Code).

## **8. Dividends Paid or Recommended**

On 30 September 2022 the Group declared a 0.28c per share maiden unfranked dividend from a net profit before tax of \$5.6m for the financial year ended 30 June 2022. In light of the shorter six-month year end, no dividend has been recommended by the Board for the six months to December 2022.

## **9. Events Occurring after the Reporting Date**

No matters or circumstances have arisen since the end of the financial year which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.

## **10. Likely Developments and Expected Results of Operations**

The Company will continue with its strategy as set out in the operations update above.

## **11. Environmental Regulation**

Tombador seeks to incorporate Environmental, Social and Governance (ESG) principles into all components of its daily operations, investment evaluation processes and long-term strategy.

To deliver sustainable value to its investors and, consistent with that aim, Tombador has adopted an ESG Investment Policy to guide the company's consideration of ESG issues in its investment decision-making process. Consistent with the ESG Investment Policy, Tombador works to fully understand potential sustainability risks and opportunities to better inform its ongoing operations, strategy and investment decisions.

## **12. Proceedings on behalf of the Group**

No person has applied to the Court under section 237 of the Corporations Act 2001 for leave to bring proceedings on behalf of the Company, or to intervene in any proceedings to which the Company is a party for the purpose of taking responsibility on behalf of the Company for all or part of those proceedings.

## **13. Indemnification and Insurance of Officers and Auditors**

### **Indemnity and insurance of Officers**

The Group has given an indemnity or entered into an agreement to indemnify directors and officers of the Group against liabilities for costs and expenses incurred in defending legal proceedings arising from conduct while acting in the capacity as a director or officer of the Group, other than conduct involving a wilful breach. During the six-month period ended 31 December 2022 the Group paid a premium in respect of a contract to insure the directors and officer of the Group against a liability to the extent permitted by the Corporations Act 2001. The contract of insurance prohibits disclosure of the nature of the liability and the amount of the premium.

### **Indemnity and insurance of Auditor**

The Group has not, during or since the end of the six-month period ended 31 December 2022, indemnified or agreed to indemnify the auditor of the Group or any related entity against a liability incurred by the auditor. During the six-month period ended 31 December 2022, the Group has not paid a premium in respect of a contract to insure the auditor of the Group or any related entity.

No liability has arisen under these indemnities as at the date of the report.



## **14. Non-audit Services**

Details of amounts paid or payable to the auditor for services provided during the six-month period ended 31 December 2022 by the auditor are outlined in Note 24 to the consolidated financial statements. There were no non-audit services provided during the six-month period ended 31 December 2022.

## **15. Auditor's Independence Declaration**

A copy of the auditor's independence declaration as required under section 307C of the Corporations Act 2001 is set out on page 34.

## **16. Significant changes in the state of affairs**

During the six-month period ended 31 December 2022, the Company amended its financial year end from 30 June to 31 December. This brought the Company's financial year into alignment with its operational subsidiary in Brazil, which has resulted in efficiency gains for group reporting.

Other than the above, no other matters or circumstances have arisen during the six-month period ended 31 December 2022 which have significantly affected the operating of the Company, the results of those operations, or state of affairs of the Company.

For a detailed discussion about the performance and financial position of the Group, please refer to our operating and financial review on pages 8-16.

## **17. Material Business Risks**

The Group's mining operations are subject to the normal risks of mining and any revenues will be subject to numerous factors beyond the Group's control. The material business risks that may affect the Group are summarised below:

### **Regulatory Risk**

The Group's operations are subject to various Brazilian Federal, State and local laws and plans, including those relating to mining, prospecting, development permit and licence requirements, industrial relations, environment, land use, royalties, water, native title and cultural heritage, mine safety and occupational health. Approvals, licences and permits required to comply with such rules are subject to the discretion of the applicable government officials. No assurance can be given that the Group will be successful in maintaining such authorisations in full force and effect without modification or revocation. To the extent such approvals are required and not retained or obtained in a timely manner or at all, the Group may be curtailed or prohibited from continuing with production and exploration. The Group's business and results of operations could be adversely affected if applications lodged for additional mining and exploration licences are not granted. Exploration tenements are subject to periodic renewal. The renewal of the term of a granted tenement is also subject to the discretion of the relevant National Mining Agency. Renewal conditions may include increased expenditure and work commitments or compulsory relinquishment of areas of the tenements comprising the Group's projects. The imposition of new conditions or the inability to meet those conditions may adversely affect the operations, financial position and/or performance of the Group.

### **Environmental Risk**

The operations and activities of the Group are subject to the environmental laws and regulations of Brazil. The Group attempts to conduct its operations and activities to the highest standard of environmental obligation, including compliance with all environmental laws and regulations. The Group is unable to predict the effect of additional environmental laws and regulations which may be adopted in the future, including whether any such laws or regulations would materially increase the Group's cost of doing business or affect



its operations. However, there can be no assurances that new environmental laws, regulations or stricter enforcement policies, once implemented, will not oblige the Group to incur significant expenses and undertake significant investments which could have a material adverse effect on the Group's business, financial condition and performance.

#### **Availability of Equipment and Contractors**

Prior to the COVID-19 pandemic, appropriate equipment was in short supply. There was also high demand for contractors providing other services to the mining industry. The COVID-19 pandemic has only served to exacerbate these issues. Consequently, there is a risk that the Group may not be able to source all the equipment and contractors required to fulfil its proposed mining activities. There is also a risk that hired contractors may underperform or that equipment may malfunction, either of which may affect the progress of the Group's activities.

#### **Resource Estimate Risk**

Resource estimates are expressions of judgement based on knowledge, experience and industry practice. These estimates were appropriate when made but may change significantly when new information becomes available. There are risks associated with such estimates. Resource estimates are necessarily imprecise and depend to some extent on interpretations, which may ultimately prove to be inaccurate and require adjustment. Adjustments to resource estimates could affect the Group's future plans and ultimately its financial performance and value. Iron ore price fluctuations, as well as increased production costs or reduced throughput and/or recovery rates, may render resources containing relatively lower grades uneconomic and may materially affect resource estimations.

#### **Occupational Health and Safety**

Given the Group's mining and exploration activities, it faces the risk of workplace injuries which may result in workers' compensation claims, related common law claims and potential occupational health and safety prosecutions. Further, the production processes used in mining activities of the Group can be dangerous. The Group has a range of workplace practices, procedures and policies which seek to provide a safe and healthy working environment for its employees, visitors and the community.

#### **Key Personnel**

In formulating its mining and exploration programs, feasibility studies and development strategies, the Group relies to a significant extent upon the experience and expertise of its directors and management. A number of key personnel are important to attaining the business goals of the Group. One or more of these key employees could leave their employment, and this may adversely affect the ability of the Group to conduct its business and, accordingly, affect the financial performance of the Group and its share price. Recruiting and retaining qualified personnel is important to the Group's success. The number of persons skilled in the mining industry is limited and competition for such persons is strong.

#### **Feasibility and Development Risks**

It may not always be possible for the Group to exploit successful discoveries which may be made in areas in which the Group has an interest. Such potential exploitation would involve obtaining the necessary licences or clearances from relevant authorities that may require conditions to be satisfied and/or the exercise of discretions by such authorities. It may or may not be possible for such conditions to be satisfied. Further, the decision to proceed to further potential exploitation may require participation of other companies whose interests and objectives may not be the same as the Group's.

There is a risk that any feasibility study and associated technical works will not achieve the results expected. There is also a risk that, even if a positive feasibility study is produced, any potential project may not be successfully developed for commercial or financial reasons.

#### **Exploration Risk**

Any exploration on the Group's existing tenements may be unsuccessful, resulting in a possible reduction in the value of those tenements. The exploration costs of the Group are based on certain assumptions with

respect to the method and timing of exploration. By their nature, these estimates and assumptions are subject to significant uncertainties and, accordingly, the actual costs may materially differ from these estimates and assumptions. Accordingly, no assurance can be given that the cost estimates and the underlying assumptions will be realised in practice, which may materially and adversely affect the Group's viability. The Group may also experience unexpected shortages or increases in the costs of consumables, spare parts, plant and equipment.

### **Climate Change Risk**

The operations and activities of the Group are subject to changes to local or international compliance regulations related to climate change mitigation efforts, specific taxation or penalties for carbon emissions or environmental damage, and other possible restraints on industry that may further impact the Group and its profitability. While the Group will endeavour to manage these risks and limit any consequential impacts, there can be no guarantee that the Group will not be impacted by these occurrences. Climate change may also cause certain physical and environmental risks that cannot be predicted by the Group, including events such as increased severity of weather patterns, incidence of extreme weather events and longer-term physical risks such as shifting climate patterns. All these risks associated with climate change may significantly change the industry in which the Group operates.

### **Taxation**

The Group operates in three tax jurisdictions (Australia, Brazil and Singapore) and is subject to their tax laws and regulations.

In all places where the Group has operations, in addition to the normal level of income tax imposed on all industries, the Group may be required to pay government royalties, indirect taxes, goods and services tax and other imposts which generally relate to revenue or cash flows. Industry profitability can be affected by changes in government taxation policies.

### **Foreign exchange**

The Group undertakes all its operational transactions in foreign currency (Brazilian Rial [BRL] and US dollars [USD]) and is exposed to foreign currency risk through foreign exchange rate fluctuations.

Foreign exchange risk arises from future commercial transactions and recognised financial assets and financial liabilities denominated in a currency that is not the entity's functional currency. In order to protect against adverse exchange rate movements, the Group has set up foreign bank accounts in USD and BRL which are used to fund its mining operations and exploration activities in Brazil.

The entity currently has not entered into spot or short-term forward exchange contracts or structured foreign currency option arrangements.

### **Commodity Prices**

The Group is exposed to commodity price risk, as its iron ore sales are predominantly subject to prevailing market prices. The entity has limited ability to directly influence market prices of iron ore and manages the commodity price risk through a focus on improving its cash margins and maintaining a strong financial position.

### **Macro-Economic Risks**

The operating and financial performance of the Group is influenced by a variety of general economic and business conditions, including levels of consumer spending, oil prices, inflation, interest rates and exchange rates, supply and demand, industrial disruption, access to debt and capital markets and government fiscal, monetary and regulatory policies. Changes in general economic conditions may result from many factors including government policy, international economic conditions, significant acts of terrorism, hostilities or war or natural disasters.

A prolonged deterioration in general economic conditions, including a decrease in the iron ore price or a decrease in consumer and business demand, could be expected to have an adverse impact on the Group's operating and financial performance and financial position. The Group's future possible revenues and share price can be affected by these factors, which are beyond the control of the Group.

### Force Majeure

The Group's projects now or in the future may be adversely affected by risks outside the control of the Group, including labour unrest, civil disorder, war, subversive activities or sabotage, fires, floods, pandemics (i.e. COVID-19), explosions or other catastrophes, epidemics or quarantine restrictions.

### 18. Meetings of Directors

Formal meetings and meetings conducted by circular resolutions of the Directors held during the six-month period ended 31 December 2022 were as follows:

|                      | Directors' Meetings       |                 |
|----------------------|---------------------------|-----------------|
|                      | Number eligible to attend | Number attended |
| Ms Anna Neuling      | 7                         | 7               |
| Mr Stephen Quantrill | 7                         | 7               |
| Mr David Chapman     | 7                         | 7               |
| Mr Keith Liddell     | 7                         | 6               |

### 19. Shares under Option

During the six-month period ended 31 December 2022 the following changes in equity occurred:

- 4,625,000 shares were issued on the exercise of performance rights.
- 22,779,936 shares were released from escrow.

At date of this report, the Company had the following options and performance rights on issue:

- TI1 AA: 4,750,000 unlisted options exercisable at \$0.052 expiring on 14 October 2025
- TI1 AD: 15,000,000 unlisted options exercisable at \$0.035 expiring on 25 September 2023
- TI1AE: 3,250,000 performance rights expiring on 1 September 2025
- TI1AF: 20,375,000 performance rights expiring on 1 September 2025
- TIPR24: 7,500,000 performance rights expiring on 22 December 2024

## 20. Remuneration Report (Audited)

The remuneration report details the key management personnel remuneration agreements for the Group in accordance with the requirements of the Corporations Act 2001 and its regulations. The information provided in this remuneration report has been audited as required by section 308 (3C) of the Corporations Act 2001. The Remuneration Report details the remuneration arrangements for Key Management Personnel (“KMP”). KMP in 2022 comprised the Chief Executive Officer and other key executives (Executive KMP), as well as non-executive directors.

| Name of Director      | Position                                      | Date Appointed    | Date Ceased |
|-----------------------|-----------------------------------------------|-------------------|-------------|
| Ms Anna Neuling       | Non-executive Chair                           | 25 September 2020 | Current     |
| Mr David Chapman      | Non-executive Director                        | 25 September 2020 | Current     |
| Mr Stephen Quantrill  | Non-executive Director                        | 20 February 2018  | 21 May 2021 |
|                       | Executive Director                            | 21 May 2021       | Current     |
| Mr Keith Liddell      | Non-executive Director                        | 25 September 2020 | Current     |
| Mr Gabriel Oliva      | Chief Executive Officer                       | 29 July 2020      | Current     |
| Ms Abby Macnish Niven | Chief Financial Officer and Company Secretary | 1 May 2020        | Current     |

There have been no other changes after the reporting date and up to the date that the financial report was authorised for issue.



The Remuneration Report is set out under the following main headings:

- A            Remuneration Philosophy
- B            Remuneration Governance, Structure and Approvals
- C            Remuneration and Performance
- D            Details of Remuneration
- E            Contractual Arrangements
- F            Share-based Compensation
- G            Equity Instruments Issued on Exercise of Remuneration Options, Performance Rights and Performance Shares
- H            Voting and comments made at the Company's 2022 Annual General Meeting
- I            Loans with KMP
- J            Other transactions with KMP

## **A Remuneration Philosophy**

KMP have authority and responsibility for planning, directing and controlling the activities of the Group.

The Group's broad remuneration policy is to ensure the remuneration package properly reflects the person's duties and responsibilities and that remuneration is competitive in attracting, retaining and motivating people of the highest quality.

## **B Remuneration Governance, Structure and Approvals**

Remuneration of Directors is currently set by the Board of Directors. The Board has not established a separate Remuneration Committee at this point in the Group's development. It is considered that the size of the Board along with the level of activity of the Group renders this impractical. The Company did engage a tax advisor for tax advice relating to proposed Director long term incentive awards. The Board, acting as a Remuneration Committee, is primarily responsible for:

- The over-arching executive remuneration framework;
- Operation of the incentive plans which apply to executive directors and senior executives, including key performance indicators and performance hurdles;
- Remuneration levels of executives; and
- Non-Executive Director fees.

Their objective is to ensure that remuneration policies and structures are fair and competitive and aligned with the long-term interests of the Group.

### **❖ Non-Executive Remuneration Structure**

The remuneration of Non-Executive Directors consists of Board and Committee fees. The total aggregate fixed sum per annum to be paid to Non-Executive Directors shall be no more than \$500,000 as detailed in the Company's Constitution, which was approved by ordinary resolution of the Shareholders in General Meeting held on 17 November 2022.

Remuneration of Non-Executive Directors is based on fees approved by the Board and is set at levels to reflect market conditions and encourage the continued services of the Directors. The chair's fees are determined independently to the fees of the Non-Executive Director's based on comparative roles in the external market.

The remuneration of Non-Executive Directors is detailed in Table 1 and their contractual arrangements are disclosed in "Section E – Contractual Arrangements". Remuneration may also include an invitation to participate in share-based incentive programmes in accordance with Company policy.

The nature and amount of remuneration is collectively considered by the Board of Directors with reference to relevant employment conditions and fees commensurate to a company of similar size and level of activity, with the overall objective of ensuring maximum stakeholder benefit from the retention of high-performing Directors.

## ❖ Executive Remuneration Structure

The nature and amount of remuneration of executives are assessed on a periodic basis with the overall objective of ensuring maximum stakeholder benefit from the retention of high-performance Directors.

The main objectives sought when reviewing executive remuneration is that the Company has:

- Coherent remuneration policies and practices to attract and retain Executives;
- Executives who will create value for shareholders;
- Competitive remuneration offered benchmarked against the external market; and
- Fair and responsible rewards to Executives having regard to the performance of the Group, the performance of the Executives and the general pay environment.

Refer below for details of Executive Directors' remuneration.

## C Remuneration and Performance

The following table shows the gross revenue, profit/(loss), earnings per share ("EPS") and share price of the Group for the six-month financial year ended 31 December 2022. The prior periods relate to 12 months ended 30 June 2022 and 30 June 2021.

|                                  | 6 months ended<br>31 December 2022 | 12 months ended 30<br>June 2022 | 12 months ended 30<br>June 2021 |
|----------------------------------|------------------------------------|---------------------------------|---------------------------------|
| Revenue                          | 25,668,953                         | 32,563,787                      | -                               |
| Other Income (\$)                | 206,788                            | 58,853                          | 41,565                          |
| Net profit/(loss) after tax (\$) | 7,085,731                          | 3,493,992                       | (8,625,371)                     |
| EPS (cents per share)            | 0.33                               | 0.16                            | (0.49)                          |
| Share price (cents)              | 2.6                                | 2.3                             | 8.5                             |

### Relationship between Remuneration and Company Performance

Given the current phase of the Company's development, the Board does not consider earnings during the six-month period ended 31 December 2022 when determining, and in relation to, the nature and amount of remuneration of KMP.

The pay and reward framework for key management personnel may consist of the following areas:

- a) Fixed Remuneration – base salary
- b) Variable Short-Term Incentives
- c) Variable Long-Term Incentives

The combination of these would comprise the key management personnel's total remuneration.

#### a) Fixed Remuneration – Base Salary

The fixed remuneration for each KMP is influenced by the nature and responsibilities of each role and knowledge, skills and experience required for each position. Fixed remuneration provides a base level of remuneration which is market competitive and comprises a base salary inclusive of statutory superannuation or equivalent in the place of employment. It is structured as a total employment cost package.

Key management personnel are offered a competitive base salary that comprises the fixed component of pay and rewards. External remuneration consultants may provide analysis and advice to ensure base pay is set to reflect the market for a comparable role.

There is no guaranteed pay increase included in any key management personnel's contract.

**b) Variable Remuneration – Short -Term Incentives (STI)**

Discretionary cash bonuses may be paid to KMP annually, subject to the requisite Board and shareholder approvals where applicable. For the six-month period ended 31 December 2022, cash bonuses of \$181,907 were paid to KMP's.

For the 31 December 2023 financial year, milestone based KPI's which, if achieved, will lead to cash bonus payments.

**c) Variable Remuneration – Long-Term Incentives (LTI)**

**Options**

There have been no options issued to employees at the date of this financial report.

**Employee Securities Incentive Plan**

The Employee Securities Incentive Plan ("Plan") was adopted by the Group at the 12 November 2021 Annual General Meeting ("AGM").

The current Plan provides the Board with the discretion to issue securities to eligible participants which will vest subject to the achievement of performance hurdles as determined by the Board from time to time.

The objective of the Plan is to attract, motivate and retain KMPs and it is considered by the Group that the Plan and the future issue of Performance Rights under the Plan will provide selected participants with the opportunity to participate in the future growth of the Group. The Plan will enable the Group to make grants to Eligible Participants so that long-term incentives form a key component of their total annual remuneration.

The Board believes that grants under the Plan will serve a number of purposes including:

- to act as a key retention tool; and
- to focus attention on future shareholder value generation.

For the six-month period ended 31 December 2022 the Company issued 7,500,000 unlisted performance rights (with an expiry date of 22 December 2024) to KMP's.

Any grants under the Plan will be subject to the achievement of KPIs. Appropriate KPIs may be formulated for each Eligible Participant to participate in the Plan based on their role and responsibilities in the Group.

## D Details of Remuneration

Details of the nature and amount of each major element of the remuneration of each KMP of the Group during the financial year are:

Table 1 – Remuneration of KMP of the Group for the year ended 6 months ended 31 December 2022 is set out below:

| 31 December 2022               | Short-term Benefits |                | Post-employment benefits | Share based payments | Total          | Performance related |
|--------------------------------|---------------------|----------------|--------------------------|----------------------|----------------|---------------------|
|                                | Salary and fees     | Bonuses        | Superannuation           | Other                |                |                     |
|                                | \$                  | \$             | \$                       | \$                   | \$             | %                   |
| <b>Non-Executive Directors</b> |                     |                |                          |                      |                |                     |
| Ms Anna Neuling                | 30,000              | -              | -                        | 6,733                | 36,733         | 18%                 |
| Mr David Chapman               | 37,500              | -              | -                        | 6,733                | 44,233         | 15%                 |
| Mr Keith Liddell               | 37,685              | -              | -                        | 6,733                | 44,418         | 15%                 |
| <b>Executive KMP</b>           |                     |                |                          |                      |                |                     |
| Mr Stephen Quantrill           | 100,002             | 50,000         | -                        | 11,591               | 161,593        | 38%                 |
| Mr Gabriel Oliva               | 142,466             | 101,907        | -                        | 2,813                | 247,186        | 42%                 |
| Ms Abby Macnish Niven          | 97,500              | 30,000         | -                        | 938                  | 128,438        | 24%                 |
| <b>Total</b>                   | <b>445,153</b>      | <b>181,907</b> | <b>-</b>                 | <b>35,541</b>        | <b>662,601</b> | <b>33%</b>          |

During the 6 months ended 31 December 2022, the Group made payments to the following companies:

- \$30,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$37,500 to Parati Pty Ltd, an entity related to Director David Chapman.
- The USD equivalent of AUD\$25,269 to Keshel Consulting Limited, an entity related to Director Keith Liddell.
- \$134,196 to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for directors' fees (\$100,002) and rental of office space and shares facilities and travel expenses (\$34,194).
- \$97,500 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and Company Secretary services, \$16,250 was included in trade payables at 31 December 2022.

Mr Keith Liddell is paid in USD. Mr Gabriel da Cunha is paid in BRL. Their salary and fees have been translated using average rates.

All of the related party payments noted above, with the exception of rent and travel costs, are included in table above.

## D Details of Remuneration (continued)

Details of the remuneration of KMP of the Group for the year ended 12 months ended 30 June 2022 is set out below:

| 30 June 2022                         | Short-term Benefits |                | Post-employment benefits | Share based payments |                  | Performance related |
|--------------------------------------|---------------------|----------------|--------------------------|----------------------|------------------|---------------------|
|                                      | Salary and fees     | Bonuses        | Superannuation           | Other                | Total            |                     |
|                                      | \$                  | \$             | \$                       | \$                   | \$               | %                   |
| <b>Non-Executive Directors</b>       |                     |                |                          |                      |                  |                     |
| Ms Anna Neuling                      | 60,000              | -              | -                        | 44,514               | 104,514          | 43%                 |
| Mr David Chapman                     | 75,000              | -              | -                        | 44,514               | 119,514          | 37%                 |
| Mr Keith Liddell                     | 75,000              | -              | -                        | 44,514               | 119,514          | 37%                 |
| <b>Former Non-Executive Director</b> |                     | -              |                          |                      |                  |                     |
| <b>Executive KMP</b>                 |                     |                |                          |                      |                  |                     |
| Mr Stephen Quantrill                 | 200,003             | 50,000         | -                        | 44,514               | 294,517          | 32%                 |
| Mr Gabriel Oliva                     | 258,435             | 72,725         | -                        | 66,771               | 397,931          | 35%                 |
| Ms Abby Macnish Niven                | 147,500             | 30,000         | -                        | 22,257               | 199,757          | 26%                 |
| <b>Total</b>                         | <b>815,938</b>      | <b>152,725</b> | <b>-</b>                 | <b>267,084</b>       | <b>1,235,747</b> | <b>22%</b>          |

During the 12-month period ended 30 June 2022, the Group made payments to the following companies:

- \$60,000 to Erasmus Consulting Pty Ltd, an entity related to Chairperson Anna Neuling.
- \$75,000 to Parati Pty Ltd, an entity related to Director David Chapman.
- The USD equivalent of AUD\$75,000 to Keshel Consulting Limited, an entity related to Director Keith Liddell.
- \$404,664 to McRae Investments, an entity related to Director Stephen Quantrill. The payments for directors' fees (\$200,003) and management fees included the rental of office space and shares facilities and travel expenses. \$50,000 related to the fee for Chief Financial Officer and company secretary services, provided by Abby Macnish as an employee of McRae Investments from 1 July 2021 to 31 December 2021.
- \$97,500 to CAMS Advisory Pty Ltd, an entity related to CFO/Company Secretary Abby Macnish for Chief Financial Officer and company secretary services.

Mr Keith Liddell is paid in USD. Mr Gabriel da Cunha is paid in BRL. Their salary and fees have been translated using average rates.

All of the related party payments noted above, with the exception of rent and travel costs, are included in the table above.

## D Details of Remuneration (continued)

Table 2 – Shareholdings of KMP (direct and indirect holdings) for the 6 months ended 31 December 2022:

| 31 December 2022               | Balance<br>1/07/2022 | Conversion/Additions | Balance<br>31/12/2022 |
|--------------------------------|----------------------|----------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                      |                       |
| Ms Anna Neuling (i)            | 3,500,000            | 750,000              | 4,250,000             |
| Mr David Chapman (ii)          | 1,900,000            | 750,000              | 2,650,000             |
| Mr Keith Liddell               | 19,729,936           | -                    | 19,729,936            |
| <b>Executive KMP</b>           |                      |                      |                       |
| Mr Stephen Quantrill (iii)     | 1,500,000            | 750,000              | 2,250,000             |
| Mr Gabriel Oliva               | -                    | -                    | -                     |
| Ms Abby Macnish Niven (iv)     | 2,175,000            | 375,000              | 2,550,000             |
| <b>TOTAL</b>                   | <b>28,804,936</b>    | <b>2,625,000</b>     | <b>31,429,936</b>     |

- (i) Anna Neuling converted 750,000 performance rights into 750,000 shares.
- (ii) David Chapman converted 750,000 performance rights into 750,000 shares.
- (iii) Stephen Quantrill converted 750,000 performance shares into 750,000 shares.
- (iv) Abby Macnish Niven converted 375,000 performance rights into 375,000 shares.

Table 3 – Shareholdings of KMP (direct and indirect holdings) for the 12 months ended 30 June 2022:

| 30 June 2022                   | Balance<br>1/07/2021 | Conversion/Additions | Balance<br>30/06/2022 |
|--------------------------------|----------------------|----------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                      |                       |
| Ms Anna Neuling (i)            | 2,000,000            | 1,500,000            | 3,500,000             |
| Mr David Chapman (ii)          | 400,000              | 1,500,000            | 1,900,000             |
| Mr Keith Liddell (iii)         | 16,779,936           | 2,950,000            | 19,729,936            |
| <b>Executive KMP</b>           |                      |                      |                       |
| Mr Stephen Quantrill (v)       | -                    | 1,500,000            | 1,500,000             |
| Mr Gabriel Oliva               | -                    | -                    | -                     |
| Ms Abby Macnish Niven (vi)     | 1,425,000            | 750,000              | 2,175,000             |
| <b>TOTAL</b>                   | <b>20,604,936</b>    | <b>8,200,000</b>     | <b>28,804,936</b>     |

- (i) Anna Neuling converted 1,500,000 performance rights into 1,500,000 escrowed shares (6 October 2022 escrow date).
- (ii) David Chapman converted 1,500,000 performance rights into 1,500,000 escrowed shares (6 October 2022 escrow date).
- (iii) Keith Liddell converted 2,250,000 performance rights into 2,250,000 escrowed shares (6 October 2022 escrow date). He also purchased 700,000 ordinary shares on market.
- (iv) Stephen Quantrill converted 1,500,000 performance shares into 1,500,000 escrowed shares (6 October 2022 escrow date).
- (v) Abby Macnish Niven converted 750,000 performance rights into 750,000 ordinary shares.

Table 4 – Performance Rights holdings of KMP (direct and indirect holdings) for the 6 months ended 31 December 2022:

| 31 December 2022               | Balance<br>1/07/2022 | Granted as<br>Remuneration | Exercise of<br>Performance Rights | Balance at<br>retirement | Balance<br>31/12/2022 |
|--------------------------------|----------------------|----------------------------|-----------------------------------|--------------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                            |                                   |                          |                       |
| Ms Anna Neuling                | 1,500,000            | 1,500,000                  | (750,000)                         | -                        | 2,250,000             |
| Mr David Chapman               | 1,500,000            | 1,500,000                  | (750,000)                         | -                        | 2,250,000             |
| Mr Keith Liddell               | 750,000              | 1,500,000                  | -                                 | -                        | 2,250,000             |
| <b>Executive KMP</b>           |                      |                            |                                   |                          |                       |
| Mr Stephen Quantrill           | 1,500,000            | 3,000,000                  | (750,000)                         | -                        | 3,750,000             |
| Mr Gabriel Oliva               | 4,500,000            | -                          | -                                 | -                        | 4,500,000             |
| Ms Abby Macnish<br>Niven       | 750,000              | -                          | (375,000)                         | -                        | 375,000               |
| <b>TOTAL</b>                   | <b>10,500,000</b>    | <b>7,500,000</b>           | <b>(2,625,000)</b>                | <b>-</b>                 | <b>15,375,000</b>     |

Table 5 – Performance Rights holdings of KMP (direct and indirect holdings) for the 12 months ended 30 June 2022:

| 30 June 2022                   | Balance<br>1/07/2021 | Granted as<br>Remuneration | Exercise of<br>Performance Rights | Balance at<br>retirement | Balance<br>30/06/2022 |
|--------------------------------|----------------------|----------------------------|-----------------------------------|--------------------------|-----------------------|
| <b>Non-Executive Directors</b> |                      |                            |                                   |                          |                       |
| Ms Anna Neuling                | 3,000,000            | -                          | (1,500,000)                       | -                        | 1,500,000             |
| Mr David Chapman               | 3,000,000            | -                          | (1,500,000)                       | -                        | 1,500,000             |
| Mr Keith Liddell               | 3,000,000            | -                          | (2,250,000)                       | -                        | 750,000               |
| <b>Executive KMP</b>           |                      |                            |                                   |                          |                       |
| Mr Stephen Quantrill           | 3,000,000            | -                          | (1,500,000)                       | -                        | 1,500,000             |
| Mr Gabriel Oliva               | 4,500,000            | -                          | -                                 | -                        | 4,500,000             |
| Ms Abby Macnish<br>Niven       | 1,500,000            | -                          | (750,000)                         | -                        | 750,000               |
| <b>TOTAL</b>                   | <b>18,000,000</b>    | <b>-</b>                   | <b>(7,500,000)</b>                | <b>-</b>                 | <b>10,500,000</b>     |

## E Contractual Arrangements

### Key terms of employment contracts for executive KMP's

#### Stephen Quantrill – Executive Director

- Annual consulting fee of \$200,000 (exclusive of GST);
- Effective date: 21 May 2021;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 3 months.

#### Gabriel Oliva – Chief Executive Officer

- Base Salary \$17,403 per month;
- Effective date: 12 June 2020;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 90 days.



**Abby Macnish Niven – Company Secretary/Chief Financial Officer**

- Annual consulting fee of \$195,000 (exclusive of GST);
- Effective date: 1 January 2022;
- Subject to ongoing service, the Company may pay a performance-based bonus over and above the fee;
- Notice period: 1 month.

**F Share-based Compensation**

The Company rewards Directors for their performance and aligns their remuneration with the creation of shareholder wealth by issuing performance rights. Share-based compensation is at the discretion of the Board and no individual has a contractual right to receive any guaranteed benefits.

**Shares**

There were no shares provided to KMP during the current financial year.

**Performance Rights**

For the six-month period ended 31 December 2022, 2,625,000 performance rights were exercised by directors and other key management personnel.

The Company issued 7,500,000 performance rights (with an expiry date of 22 December 2024) to directors.

At the signing of this report the Company has 15,375,000 (30 June 2022: 10,500,000) performance rights outstanding to directors and KMP.

The terms and conditions of each tranche of performance rights affecting remuneration in the current or future reporting period are as follows:

| Name                             | Grant Date | Number Granted | Expiry Date | Value of each Right (cents) | Vested |
|----------------------------------|------------|----------------|-------------|-----------------------------|--------|
| Ms Anna Neuling                  |            |                |             |                             |        |
| TI1AE Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 750,000        | 31/08/2025  | 2.5                         | -      |
| TIPR24 Tranche 1 <sup>(v)</sup>  | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | -      |
| TIPR24 Tranche 2 <sup>(vi)</sup> | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | -      |
| Mr David Chapman                 |            |                |             |                             |        |
| TI1AE Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 750,000        | 31/08/2025  | 2.5                         | -      |
| TIPR24 Tranche 1 <sup>(v)</sup>  | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | -      |
| TIPR24 Tranche 2 <sup>(vi)</sup> | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | -      |
| Mr Stephen Quantrill             |            |                |             |                             |        |
| TI1AE Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 750,000        | 31/08/2025  | 2.5                         | -      |
| TIPR24 Tranche 1 <sup>(v)</sup>  | 22/12/2022 | 1,500,000      | 22/12/2024  | 2.4                         | -      |
| TIPR24 Tranche 2 <sup>(vi)</sup> | 22/12/2022 | 1,500,000      | 22/12/2024  | 2.4                         | -      |
| Mr Keith Liddell                 |            |                |             |                             |        |
| TI1AE Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 750,000        | 31/08/2025  | 2.5                         | -      |
| TIPR24 Tranche 1 <sup>(v)</sup>  | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | -      |
| TIPR24 Tranche 2 <sup>(vi)</sup> | 22/12/2022 | 750,000        | 22/12/2024  | 2.4                         | -      |
| Mr Gabriel da Cunha Oliva        |            |                |             |                             |        |
| TI1AF Tranche 1 <sup>(i)</sup>   | 31/08/2020 | 1,125,000      | 31/08/2025  | 2.5                         | Yes    |
| TI1AF Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 1,125,000      | 31/08/2025  | 2.5                         | -      |
| TI1AF Tranche 3 <sup>(iii)</sup> | 31/08/2020 | 1,125,000      | 31/08/2025  | 2.5                         | Yes    |
| TI1AF Tranche 4 <sup>(iv)</sup>  | 31/08/2020 | 1,125,000      | 31/08/2025  | 1.794                       | Yes    |
| Ms Abby Macnish Niven            |            |                |             |                             |        |
| TI1AF Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 375,000        | 31/08/2025  | 2.5                         | -      |

- (i) TI1AE/TI1AF Tranche 1 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 30,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (ii) TI1AE/TI1AF Tranche 2 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 1,000,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (iii) TI1AE/TI1AF Tranche 3 vesting is subject to the Group achieving net positive operational cashflows (as evidence by the Appendix 5B to the ASX).
- (iv) TI1AE/TI1AF Tranche 4 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 25,000 tonnes of cumulative iron ore production per month for 3 months with a cut-off grade greater than 62% Fe and the Group's Shares achieving a volume weighted average price (VWAP) of \$0.05 or more for at least 20 consecutive trading days.
- (v) TIPR24 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 12-month period ended 30 June 2023 greater than the financial year ended 30 June 2022, as evidenced by the reviewed financial report for 30 June 2023\*\*.
- (vi) TIPR24 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 600,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 480,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil.

\*\* In light of the update to the end of financial year to December year end, this vesting condition has been modified to reflect this timing change.

The Performance Rights were issued for nil consideration and no consideration will be payable upon the vesting of the Performance Rights. Rights granted under the Performance Rights Plan carry no dividend or voting rights. Details of Performance Rights provided as part of remuneration to Key Management Personnel are shown above.

The assessed fair value at grant date of Performance Rights granted to the individuals is allocated equally over the period from grant date to vesting date, and the amount is included in the remuneration tables above.

Further information on the performance rights is set out in Note 23 to the financial statements.

#### **G Equity Instruments Issued on Exercise of Remuneration Options, Performance Rights and Performance Shares**

During the 6-month period ended 31 December 2022, 2,625,000 performance rights were exercised by directors and other key management personnel (12-month period ended 30 June 2022: 7,500,000 performance rights were exercised by directors).

At the signing of this report the Company has 15,375,000 (12-month period ended 30 June 2022: 10,500,000) performance rights outstanding to directors and KMP.

No remuneration options were exercised during the financial year.

#### **H Voting and Comments made at the Company's 2022 Annual General Meeting ('AGM')**

At the 2022 AGM, 99.85% of the votes received supported the adoption of the Remuneration Report for the year ended 30 June 2022. The Company did not receive any specific feedback at the AGM or throughout the year on its remuneration practices.

#### **I Loans with KMP**

There were no loans made to any KMP during the 6-month period ended 31 December 2022 (12-month period ended 30 June 2022: nil).

#### **J Other Transactions with KMP**

During the 6-month period ended 31 December 2022, the Group made fee payments of \$34,194 (12-month period ended 30 June 2022: \$204,664) to McRae Investments, an entity related to Director Stephen Quantrill. The payments were for rental of office space and shares facilities and travel expenses \$34,194).

All transactions were on normal terms and conditions.

*End of Remuneration Report.*

This report is made in accordance with a resolution of directors.



Ms Anna Neuling  
**Non-Executive Chair**

Perth, Western Australia  
31 March 2023







## AUDITOR'S INDEPENDENCE DECLARATION

As lead auditor for the audit of the consolidated financial report of Tombador Iron Limited for the period ended 31 December 2022, I declare that to the best of my knowledge and belief, there have been no contraventions of:

- a) the auditor independence requirements of the *Corporations Act 2001* in relation to the audit; and
- b) any applicable code of professional conduct in relation to the audit.

**Perth, Western Australia**  
**31 March 2023**



**D I Buckley**  
**Partner**

**hlb.com.au**

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# CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

For the six months ended 31 December 2022

|                                                                                                 | Note | 6 months ended 31<br>December 2022<br>\$ | 12 months ended<br>30 June 2022<br>\$ |
|-------------------------------------------------------------------------------------------------|------|------------------------------------------|---------------------------------------|
| <b>CONTINUING OPERATIONS</b>                                                                    |      |                                          |                                       |
| Revenue                                                                                         | 2    | 25,668,953                               | 32,563,787                            |
| Cost of goods sold                                                                              | 3    | (14,955,756)                             | (20,130,254)                          |
| <b>Gross profit</b>                                                                             |      | <b>10,713,197</b>                        | <b>12,433,533</b>                     |
| Other income                                                                                    |      | 206,788                                  | 58,853                                |
| Administration and other expenses                                                               | 4    | (2,652,483)                              | (6,892,438)                           |
| <b>Operating profit before finance cost</b>                                                     |      | <b>8,267,502</b>                         | <b>5,599,948</b>                      |
| Finance cost                                                                                    | 5    | (697,358)                                | (585,197)                             |
| <b>Profit before income tax</b>                                                                 |      | <b>7,570,144</b>                         | <b>5,014,751</b>                      |
| Tax expense                                                                                     | 6    | (484,413)                                | (1,520,759)                           |
| <b>Profit after tax for the year<br/>from continuing operations</b>                             |      | <b>7,085,731</b>                         | <b>3,493,992</b>                      |
| <b>Total profit after income tax</b>                                                            |      | <b>7,085,731</b>                         | <b>3,493,992</b>                      |
| <b>Other comprehensive income</b>                                                               |      |                                          |                                       |
| <i>Items that may be reclassified subsequently to profit or loss:</i>                           |      |                                          |                                       |
| Exchange differences on translating foreign operations                                          |      | 75,850                                   | 2,119,337                             |
| <b>Other comprehensive income for the year, net of tax</b>                                      |      | <b>75,850</b>                            | <b>2,119,337</b>                      |
| <b>Total comprehensive income for year</b>                                                      |      | <b>7,161,581</b>                         | <b>5,613,329</b>                      |
| <b>Profit attributable to members of the parent entity</b>                                      |      |                                          |                                       |
| Profit per share from Continuing Operations attributable to the owners of Tombador Iron Limited |      |                                          |                                       |
| Basic earnings per share (cents)                                                                | 14   | 0.33                                     | 0.16                                  |
| Diluted earnings per share (cents)                                                              | 14   | 0.33                                     | 0.16                                  |

The above consolidated statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes.



# CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at 31 December 2022

|                                      | Note | 31 December 2022<br>\$ | 30 June 2022<br>\$ |
|--------------------------------------|------|------------------------|--------------------|
| <b>Current Assets</b>                |      |                        |                    |
| Cash and cash equivalents            | 7a   | 14,182,028             | 29,421,985         |
| Trade and other receivables          | 7b   | 4,082,911              | 368,016            |
| Inventory                            | 8    | 13,913,339             | 9,793,497          |
| Other assets                         | 9    | 2,088,338              | 1,059,402          |
| <b>Total Current Assets</b>          |      | <b>34,266,616</b>      | <b>40,642,900</b>  |
| <b>Non-Current Assets</b>            |      |                        |                    |
| Property, plant, and equipment       | 10   | 9,195,160              | 4,991,481          |
| Right-of-use assets                  | 7d   | 8,572,600              | 9,795,691          |
| <b>Total Non-Current Assets</b>      |      | <b>17,767,760</b>      | <b>14,787,172</b>  |
| <b>Total Assets</b>                  |      | <b>52,034,376</b>      | <b>55,430,072</b>  |
| <b>Current Liabilities</b>           |      |                        |                    |
| Trade and other payables             | 7c   | 3,183,147              | 6,841,707          |
| Lease liability                      | 7d   | 2,972,016              | 2,754,814          |
| Provisions                           | 11   | 465,978                | 159,322            |
| <b>Total Current Liabilities</b>     |      | <b>6,621,141</b>       | <b>9,755,843</b>   |
| <b>Non-Current Liabilities</b>       |      |                        |                    |
| Lease liability                      | 7d   | 6,357,488              | 7,977,949          |
| Provisions                           | 11   | 2,783,020              | 2,654,312          |
| <b>Total Non-Current Liabilities</b> |      | <b>9,140,508</b>       | <b>10,632,261</b>  |
| <b>Total Liabilities</b>             |      | <b>15,761,649</b>      | <b>20,388,104</b>  |
| <b>Net Assets</b>                    |      | <b>36,272,727</b>      | <b>35,041,968</b>  |
| <b>Equity</b>                        |      |                        |                    |
| Share Capital                        | 12   | 36,471,957             | 36,471,957         |
| Reserves                             | 13   | 3,840,017              | 3,711,438          |
| Accumulated losses                   |      | (4,039,247)            | (5,141,427)        |
| <b>Total Equity</b>                  |      | <b>36,272,727</b>      | <b>35,041,968</b>  |

The above consolidated statement of financial position should be read in conjunction with the accompanying notes.





## CONSOLIDATED STATEMENT OF CHANGES OF EQUITY

For the 6 months ended 31 December 2022

|                                                              | Issued Capital    | Accumulated losses | Foreign Currency Translation Reserve | Share-based Payment Reserve | Total Equity      |
|--------------------------------------------------------------|-------------------|--------------------|--------------------------------------|-----------------------------|-------------------|
|                                                              | \$                | \$                 | \$                                   | \$                          | \$                |
| <b>Balance at 1 July 2021</b>                                | <b>36,472,270</b> | <b>(8,635,419)</b> | <b>520,798</b>                       | <b>396,174</b>              | <b>28,753,823</b> |
| Profit for the period                                        | -                 | 3,493,992          | -                                    | -                           | 3,493,992         |
| Other comprehensive income                                   | -                 | -                  | 2,119,337                            | -                           | 2,119,337         |
| <b>Total comprehensive income for the period</b>             | <b>-</b>          | <b>3,493,992</b>   | <b>2,119,337</b>                     | <b>-</b>                    | <b>5,613,329</b>  |
| <i>Transactions with owners in their capacity as owners:</i> |                   |                    |                                      |                             |                   |
| Adjustment to unmarketable parcel sale                       | (313)             | -                  | -                                    | -                           | (313)             |
| Share-based payments                                         | -                 | -                  | -                                    | 675,129                     | 675,129           |
| <b>Balance at 30 June 2022</b>                               | <b>36,471,957</b> | <b>(5,141,427)</b> | <b>2,640,135</b>                     | <b>1,071,303</b>            | <b>35,041,968</b> |
| Profit for the period                                        | -                 | 7,085,731          | -                                    | -                           | 7,085,731         |
| Other comprehensive loss                                     | -                 | -                  | 75,850                               | -                           | 75,850            |
| <b>Total comprehensive income for the period</b>             | <b>-</b>          | <b>7,085,731</b>   | <b>75,850</b>                        | <b>-</b>                    | <b>7,161,581</b>  |
| <i>Transactions with owners in their capacity as owners:</i> |                   |                    |                                      |                             |                   |
| Share-based payments                                         | -                 | -                  | -                                    | 52,729                      | 52,729            |
| Dividends paid                                               | -                 | (5,983,551)        | -                                    | -                           | (5,983,551)       |
| <b>Balance at 31 December 2022</b>                           | <b>36,471,957</b> | <b>(4,039,247)</b> | <b>2,715,985</b>                     | <b>1,124,032</b>            | <b>36,272,727</b> |

The above consolidated statement of changes in equity should be read in conjunction with the accompanying notes.



## CONSOLIDATED STATEMENT OF CASH FLOWS

For the 6 months ended 31 December 2022

|                                                             | Note        | 6 months ended<br>31 December 2022<br>\$ | 12 months ended 30<br>June 2022<br>\$ |
|-------------------------------------------------------------|-------------|------------------------------------------|---------------------------------------|
| <b>Cash Flows from Operating Activities</b>                 |             |                                          |                                       |
| Receipts from customers and government grants               |             | 19,266,654                               | 35,028,532                            |
| Payments to suppliers and employees                         |             | (19,277,902)                             | (31,537,916)                          |
| Receipts from other income                                  |             | 87,798                                   | 58,853                                |
| Interest expense                                            |             | (516,068)                                | (1,081,793)                           |
| Income tax paid                                             |             | (1,736,189)                              | (2,085,229)                           |
| Royalty payments                                            |             | (1,215,518)                              | -                                     |
| <b>Net cash (outflow)/inflow from operating activities</b>  | <b>15</b>   | <b>(3,391,225)</b>                       | <b>382,447</b>                        |
| <b>Cash Flows from Investing Activities</b>                 |             |                                          |                                       |
| Receipts from customers - commissioning revenue             |             | -                                        | 18,656,840                            |
| Payments to suppliers and employees – commissioning costs   |             | -                                        | (10,832,840)                          |
| Payment for plant and equipment                             |             | (4,783,337)                              | (2,796,150)                           |
| <b>Net cash (outflow) /inflow from investing activities</b> |             | <b>(4,783,337)</b>                       | <b>5,027,850</b>                      |
| <b>Cash Flows from Financing Activities</b>                 |             |                                          |                                       |
| Transaction costs relating to issue of shares               |             | -                                        | (313)                                 |
| Dividends paid                                              |             | (5,983,551)                              | -                                     |
| Repayment of lease liabilities                              | <b>7(d)</b> | (1,390,124)                              | (1,917,236)                           |
| <b>Net cash outflow from financing activities</b>           |             | <b>(7,373,675)</b>                       | <b>(1,917,549)</b>                    |
| <b>Net (decrease)/increase in cash and cash equivalents</b> |             | <b>(15,548,237)</b>                      | <b>3,492,748</b>                      |
| Cash and cash equivalents at the start of the period        |             | 29,421,985                               | 24,704,473                            |
| Exchange rate adjustment                                    |             | 308,280                                  | 1,224,764                             |
| <b>Cash and cash equivalents at the end of the period</b>   |             | <b>14,182,028</b>                        | <b>29,421,985</b>                     |

The above consolidated statement of cash flows should be read in conjunction with the accompanying notes.



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## Contents of the notes to the financial statements

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## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### How our numbers are calculated:

This section provides additional information about those individual line items in the financial statements that the directors consider most relevant in the context of the operation of the Group, including:

- Accounting policies that are relevant for an understanding of the items recognised in the financial statements. These cover situations where the accounting standards either allow a choice or do not deal with the particular type of transaction.
  - Analysis, including segment information.
  - Information about estimates and judgements made in relation to particular items.
1. Segment information
  2. Revenue
  3. Cost of goods sold
  4. Administration and other expenses
  5. Finance cost
  6. Taxation
  7. Financial assets and financial liabilities
  8. Inventory
  9. Other assets
  10. Plant and equipment
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  14. Earnings per share
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## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 1. Segment information

The Group is organised into three operating segments:

- Corporate segment in Australia (Tombador Iron Limited)
- Corporate segment in Singapore (Tombador Iron Singapore Pte Limited)
- Tombador Iron Ore Project in Brazil (Tombador Iron Mineracao Ltda).

Operating segments are reported in a manner that is consistent with the internal reporting provided to the chief operating decision maker. The chief operating decision-maker has been identified as the Board of Directors of Tombador Iron Limited. The following table presents the revenue, results and certain asset and liability information regarding the segment information provided to the Board of Directors for the six-month period ended 31 December 2022.

The Group's entire revenue stream is generated from its iron ore mine located in Brazil. The Group has three customers who generated in excess of 10% of the Group's revenue. These customers generated 96% of the Group's revenue for the period.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 1. Segment information

|                                                            | Australia<br>\$ | Singapore<br>\$ | Brazil<br>\$ | Elimination<br>\$ | Consolidated<br>\$ |
|------------------------------------------------------------|-----------------|-----------------|--------------|-------------------|--------------------|
| <b>Segment performance 6 months ended 31 December 2022</b> |                 |                 |              |                   |                    |
| Revenue                                                    | -               | -               | 25,668,953   | -                 | 25,668,953         |
| Other income                                               | 5,970,490       | -               | 117,792      | (5,881,494)       | 206,788            |
| Profit/(Loss) before tax                                   | 3,913,130       | (207,130)       | 9,737,706    | (5,873,562)       | 7,570,144          |
| Profit/(Loss) after tax                                    | 3,913,130       | (207,130)       | 9,253,293    | (5,873,562)       | 7,085,731          |
| Depreciation                                               | (1,939)         | (9,490)         | (1,753,249)  | -                 | (1,764,678)        |
| Finance cost                                               | -               | -               | (697,358)    | -                 | (697,358)          |
| <b>Segment performance 12 months ended 30 June 2022</b>    |                 |                 |              |                   |                    |
| Revenue                                                    | -               | -               | 32,563,787   | -                 | 32,563,787         |
| Other income                                               | 58,844          | -               | 9            | -                 | 58,853             |
| Profit/(Loss) before tax                                   | (3,344,554)     | (580,951)       | 8,940,256    | -                 | 5,014,751          |
| Profit/(Loss) after tax                                    | (3,344,554)     | (580,951)       | 7,419,497    | -                 | 3,493,992          |
| Depreciation                                               | (5,879)         | (12,324)        | (1,923,070)  | -                 | (1,941,273)        |
| Finance cost                                               | -               | -               | (585,197)    | -                 | (585,197)          |

|                                   | Australia<br>\$ | Singapore<br>\$ | Brazil<br>\$ | Elimination<br>\$ | Consolidated<br>\$ |
|-----------------------------------|-----------------|-----------------|--------------|-------------------|--------------------|
| <b>As at 31 December 2022</b>     |                 |                 |              |                   |                    |
| Segment Assets                    | 27,524,230      | 251,749         | 37,791,335   | (13,532,938)      | 52,034,376         |
| Segment Liabilities               | 828,481         | 7,791           | 14,925,377   | -                 | 15,761,649         |
| Acquisition of non-current assets | -               | -               | 4,808,041    | -                 | 4,808,041          |
| <b>As at 30 June 2022</b>         |                 |                 |              |                   |                    |
| Segment Assets                    | 28,922,823      | 56,695          | 30,532,588   | (4,082,034)       | 55,430,072         |
| Segment Liabilities               | 209,382         | 51,376          | 20,127,346   | -                 | 20,388,104         |
| Acquisition of non-current assets | 20,720          | -               | 10,489,571   | -                 | 10,510,291         |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 2. Revenue

|                      | Consolidated Entity |                   |
|----------------------|---------------------|-------------------|
|                      | 6 months ended 31   | 12 months ended   |
|                      | December 2022       | 30 June 2022      |
|                      | \$                  | \$                |
| Revenue – Lump       | 24,437,193          | 23,294,755        |
| Revenue – Fines      | 1,231,760           | 9,269,032         |
| <b>Total Revenue</b> | <b>25,668,953</b>   | <b>32,563,787</b> |

|                        | Consolidated Entity |                   |
|------------------------|---------------------|-------------------|
|                        | 6 months ended 31   | 12 months ended   |
|                        | December 2022       | 30 June 2022      |
|                        | \$                  | \$                |
| Revenue - Brazil Sales | 10,984,045          | 12,005,279        |
| Revenue - Export Sales | 14,684,908          | 20,558,508        |
| <b>Total Revenue</b>   | <b>25,668,953</b>   | <b>32,563,787</b> |

#### *Sale of iron ore (commissioning revenue)*

Revenue is recognised for export sales when control of the goods has passed to the buyer based upon agreed delivery terms. For sales of iron ore, this is when the ore is loaded onto the ship. For internal sales, the revenue is recognised when the goods have been passed to the buyer at the mine gate.

The price to be received on sales of iron ore is provisionally priced and recognised at the estimate of the consideration receivable that is highly probable of not reversing by reference to the relevant contractual price and the estimated mineral specifications.

### 3. Cost of Goods Sold

|                                        | Consolidated Entity |                   |
|----------------------------------------|---------------------|-------------------|
|                                        | 6 months ended 31   | 12 months ended   |
|                                        | December 2022       | 30 June 2022      |
|                                        | \$                  | \$                |
| Cost of ore sold – Lumps               | 4,803,721           | 5,098,156         |
| Cost of ore sold – Fines               | 119,522             | 1,909,396         |
| Port charges                           | 7,761,010           | 15,112,691        |
| Royalties                              | 1,224,430           | 1,703,454         |
| Mine absorption charges                | (10,279,936)        | (11,346,914)      |
| Drilling, blasting and haulage charges | 11,105,037          | 7,377,101         |
| Other charges                          | 221,972             | 276,370           |
| <b>Total Cost of Goods Sold</b>        | <b>14,955,756</b>   | <b>20,130,254</b> |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 4. Administration and other expenses

|                                                | Consolidated Entity                      |                                       |
|------------------------------------------------|------------------------------------------|---------------------------------------|
|                                                | 6 months ended 31<br>December 2022<br>\$ | 12 months ended<br>30 June 2022<br>\$ |
| Share-based payments                           | 52,729                                   | 675,129                               |
| Administrative expenses                        | 1,452,382                                | 2,617,222                             |
| Marketing expenses                             | 21,008                                   | 46,145                                |
| Occupancy costs                                | 63,668                                   | 110,626                               |
| Other Expenses                                 | 44,075                                   | 52,209                                |
| Employee benefits expense                      | 2,605,451                                | 3,100,419                             |
| Depreciation and amortisation costs            | 1,764,678                                | 1,941,269                             |
| Mine absorption charges                        | (3,351,508)                              | (1,650,581)                           |
| <b>Total administration and other expenses</b> | <b>2,652,483</b>                         | <b>6,892,438</b>                      |

### Accounting policy

#### *Depreciation and amortisation*

Refer to note 7 and 10 for details on depreciation, amortisation and impairment on leases and receivables.

### 5. Finance costs

|                                                         | Consolidated Entity                      |                                       |
|---------------------------------------------------------|------------------------------------------|---------------------------------------|
|                                                         | 6 months ended 31<br>December 2022<br>\$ | 12 months ended<br>30 June 2022<br>\$ |
| Interest Expense                                        | 32,183                                   | -                                     |
| Finance Expenses (lease liabilities)                    | 516,991                                  | 610,103                               |
| Non-cash interest accretion on rehabilitation provision | 138,977                                  | 201,943                               |
| Reassessment of Property lease                          | 9,207                                    | -                                     |
| Gain on leases modification                             | -                                        | (226,849)                             |
| <b>Total finance costs</b>                              | <b>697,358</b>                           | <b>585,197</b>                        |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 6. Taxation

|                                                                                                                                                                   | Consolidated Entity                      |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------|
|                                                                                                                                                                   | 6 months<br>ended 31<br>December<br>2022 | 12 months<br>ended 30 June<br>2022 |
|                                                                                                                                                                   | \$                                       | \$                                 |
| <b>Tax Expense</b>                                                                                                                                                |                                          |                                    |
| Current tax expense                                                                                                                                               | 484,413                                  | 1,520,759                          |
| <b>The prima facie income tax expense on pre-tax accounting loss from operations reconciles to the income tax expense in the financial statements as follows:</b> |                                          |                                    |
| Accounting profit before income tax                                                                                                                               | 7,570,161                                | 5,014,752                          |
| Income tax benefit calculated at 30% (30 June 2022:25%)                                                                                                           | 2,271,048                                | 1,253,688                          |
| Tax effect of amounts which are not deductible/(taxable) in calculating taxable income                                                                            |                                          |                                    |
| Non-deductible expenses                                                                                                                                           | 87,786                                   | 168,816                            |
| Non-assessable income                                                                                                                                             | -                                        | -                                  |
| Current year tax losses not recognised                                                                                                                            | 752,380                                  | 3,053,325                          |
| Differences in tax rates <sup>(i)</sup>                                                                                                                           | (1,527,133)                              | -                                  |
| Effect of tax in foreign jurisdictions                                                                                                                            | -                                        | 1,520,759                          |
| Movement in unrecognised temporary differences                                                                                                                    | (890,115)                                | (144,623)                          |
| Deductible equity raising costs                                                                                                                                   | (209,553)                                | (703,375)                          |
| Temporary differences not recognised                                                                                                                              | -                                        | (3,627,831)                        |
| <b>Income tax expense attributable to entity</b>                                                                                                                  | <b>484,413</b>                           | <b>1,520,759</b>                   |

(i) During the current period, the Group was granted the Sudene Tax Incentive in relation to its Brazil operations for a period of ten years. The Superintendency for the Development of the Northeast, or "Sudene", is a Brazilian governmental agency created in 1959, to stimulate economic growth in the Northeastern region of Brazil. The incentive was created in 2002. The Sudene Benefit grants a 75% reduction on the IRPJ Income Tax payable by the Group, which results in the income tax payable on Brazil operations to move to approximately 15.25% from the standard rate of approximately 34%.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### Deferred tax balances

For the 6-months to 31 December 2022, net deferred tax assets of \$3,017,325 (12-months to 30 June 2022: \$1,694,514) have not been recognised in terms of AASB112 Income Taxes. The Parent Company does not currently have foreseeable future taxable profits against which the deductible temporary differences and unused tax losses comprising this net deferred tax amount may be utilised.

|                                                                                                        | Consolidated Entity                                   |                                                    |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------|
|                                                                                                        | 6 months ended<br>31 December<br>2022<br>\$<br>30.00% | 12 months<br>ended 30 June<br>2022<br>\$<br>25.00% |
| <b>Recognised deferred tax assets and liabilities</b>                                                  |                                                       |                                                    |
| <b>Deferred tax assets</b>                                                                             |                                                       |                                                    |
| Employee provisions                                                                                    | 3,473                                                 | -                                                  |
| ROU assets                                                                                             | -                                                     | 2,505,635                                          |
|                                                                                                        | <u>3,473</u>                                          | <u>2,505,635</u>                                   |
| Set-off of deferred tax liabilities                                                                    | (3,473)                                               | (2,505,635)                                        |
| Net deferred tax assets                                                                                | <u>-</u>                                              | <u>-</u>                                           |
| <b>Deferred tax liabilities</b>                                                                        |                                                       |                                                    |
| Plant & equipment                                                                                      | (3,473)                                               | -                                                  |
| ROU liability                                                                                          | -                                                     | (2,448,923)                                        |
| Other DTLs                                                                                             | -                                                     | (56,712)                                           |
| Gross deferred tax liabilities                                                                         | <u>(3,473)</u>                                        | <u>(2,505,635)</u>                                 |
| Set-off of deferred tax liabilities                                                                    | <u>3,473</u>                                          | <u>2,505,635</u>                                   |
| <b>Net deferred tax liabilities</b>                                                                    | <u>-</u>                                              | <u>-</u>                                           |
| <b>Unused tax losses and temporary differences for which no deferred tax asset has been recognised</b> |                                                       |                                                    |
| Deferred tax assets have not been recognised in respect of the following using corporate tax rates of: | 30.00%                                                | 25.00%                                             |
| Deductible temporary differences                                                                       | 485,370                                               | 1,520,400                                          |
| Tax revenue losses                                                                                     | 2,495,324                                             | 174,114                                            |
| Tax capital losses                                                                                     | 36,631                                                | -                                                  |
| <b>Total unrecognised deferred tax assets</b>                                                          | <u><b>3,017,325</b></u>                               | <u><b>1,694,514</b></u>                            |

The corporate tax rates on both recognised and unrecognised deferred tax assets and deferred tax liabilities have been calculated with respect to the tax rate that is expected to apply in the year the deferred tax asset is realised or the liability is settled.



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## Accounting policy

### Deferred income tax

Deferred income tax is provided on all temporary differences at the reporting date between the tax bases of assets and liabilities and their carrying amounts for financial reporting purposes. Deferred tax assets and liabilities are not recognised if the temporary differences giving rise to them arise from the initial recognition of goodwill or of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, affects neither accounting nor taxable profit or loss; or are associated with investments and loans in controlled entities and the timing of the reversal of the temporary difference can be controlled and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred tax assets are recognised for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilise those temporary differences and losses.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realised or the liability settled, based on tax rates (and laws) that have been enacted or substantively enacted at the reporting date.

Current and deferred taxes attributable to amounts recognised directly in equity are also recognised directly in equity and not in the statement of profit or loss.

Deferred tax assets and liabilities are offset only if a legally enforceable right exists to set off tax assets against tax liabilities and the deferred tax assets and liabilities relate to the same taxation authority.

### Income tax

The income tax expense/(benefit) for the year comprises current income tax expense/(income) and deferred tax expense/(income). Current income tax expense charged to the statement of profit or loss and other comprehensive income is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at reporting date. Current tax liabilities/(assets) are therefore measured at the amounts expected to be paid to (recovered from) the relevant taxation authority.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## 7. Financial assets and financial liabilities

The Group holds the following financial instruments:

|                                    |           | Consolidated Entity |              |
|------------------------------------|-----------|---------------------|--------------|
|                                    |           | 31 December 2022    | 30 June 2022 |
|                                    |           | \$                  | \$           |
| <b>Financial assets</b>            |           |                     |              |
| Financial assets at amortised cost |           |                     |              |
| Cash and cash equivalents          | <b>7a</b> | 14,182,028          | 29,421,985   |
| Trade and other receivables        | <b>7b</b> | 4,082,911           | 368,016      |
| <b>Financial liabilities</b>       |           |                     |              |
| Liabilities at amortised cost      |           |                     |              |
| Trade and other payables           | <b>7c</b> | 3,183,147           | 6,841,707    |
| Lease liabilities                  | <b>7d</b> | 9,329,504           | 10,732,763   |

### a) Cash and cash equivalents

For the purpose of the cash flow statement, cash and cash equivalents comprise the following:

|                          |  | Consolidated Entity |              |
|--------------------------|--|---------------------|--------------|
|                          |  | 31 December 2022    | 30 June 2022 |
|                          |  | \$                  | \$           |
| Cash at bank and on hand |  | 14,182,028          | 29,421,985   |

Cash and cash equivalents comprise cash on hand which are subject to an insignificant risk of changes in value.

### Accounting policy

Cash and short-term deposits in the statement of financial position comprise cash at bank and on hand and short-term deposits with an original maturity period of three months or less.

For the purposes of the cash flow statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts, if any.

### b) Trade and other receivables

|                                 |  | Consolidated Entity |                |
|---------------------------------|--|---------------------|----------------|
|                                 |  | 31 December 2022    | 30 June 2022   |
|                                 |  | \$                  | \$             |
| <b>Current</b>                  |  |                     |                |
| Trade debtors-at amortised cost |  | 2,130,381           | 368,016        |
| Accrued revenue                 |  | 1,952,530           | -              |
|                                 |  | <u>4,082,911</u>    | <u>368,016</u> |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

The Directors consider that the carrying amount of trade and other receivables approximates their fair value. All amounts are considered short term, and none are past due.

The amounts represent assets for goods and services provided by the Group prior to the end of financial year which are unpaid. Trade and other receivables are presented as current assets unless payment is not due within 12 months.

### Accounting policy

#### *Initial recognition and measurement and subsequent measurement*

Financial assets with the exception of cash and cash equivalents are classified, at initial recognition, and subsequently measured at amortised cost. For purpose of subsequent measurement, the Group's financial assets with the exception of cash and cash equivalents comprise fully of financial assets at amortised cost (debt instruments).

The Group measures financial assets at amortised cost if both of the following conditions are met:

- The financial asset is held within a business model with the objective to hold financial assets in order to collect contractual cash flows; and
- The contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

Financial assets at amortised cost are subsequently measured using the effective interest rate (EIR) method and are subject to impairment. Interest received is recognised as part of finance income in the statement of profit or loss and other comprehensive income. Gains and losses are recognised in profit or loss when the asset is derecognised, modified or impaired. The Group's financial assets at amortised cost include trade receivables (not subject to provisional pricing) and other receivables.

#### *Impairment of financial assets*

The Group recognises an allowance for expected credit losses (ECLs) for all debt instruments not held at fair value through profit or loss. ECLs are based on the difference between the contractual cash flows due in accordance with the contract and all the cash flows that the Group expects to receive, discounted at an approximation of the original effective interest rate. ECLs are recognised in two stages:

- For credit exposures for which there has not been a significant increase in credit risk since initial recognition, ECLs are provided for credit losses that result from default events that are possible within the next 12-months (12-month ECL).
- For those credit exposures for which there has been a significant increase in credit risk since initial recognition, a loss allowance is required for credit losses expected over the remaining life of the exposure, irrespective of the timing of the default (lifetime ECL).

For trade receivables (not subject to provisional pricing) and other receivables due in less than 12 months, the Group applies the simplified approach in calculating ECLs. Therefore, the Group does not track changes in credit risk, but instead, recognises a loss allowance based on the financial asset's lifetime ECL at each reporting date. The Group has established a provision matrix for trade receivables that is based on its historical credit loss experience, adjusted for forward-looking factors specific to the debtors and the economic environment. For any other financial assets carried at amortised cost (which are due in more than 12 months), the ECL is based on the 12-month ECL when there has not been a significant increase in credit risk since origination. The 12-month ECL is the proportion of lifetime ECLs that results from default events on a financial instrument that are possible within 12 months after the reporting date.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

When there has been a significant increase in credit risk since origination, the allowance will be based on the lifetime ECL. When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment including forward-looking information. The Group considers a financial asset in default when contractual payments are 90 days past due. However, in certain cases, the Group may also consider a financial asset to be in default when internal or external information indicates that the Group is unlikely to receive the outstanding contractual amounts in full before taking into account any credit enhancements held by the Group. A financial asset is written off when there is no reasonable expectation of recovering the contractual cash flows and usually occurs when past due for more than one year and not subject to enforcement activity. No ECL was required based on a review of these factors.

### c) Trade and other payables

|                             | Consolidated Entity |                  |
|-----------------------------|---------------------|------------------|
|                             | 31 December 2022    | 30 June 2022     |
|                             | \$                  | \$               |
| Trade creditors             | 1,692,532           | 3,246,230        |
| Customer advances           | 148,853             | 2,638,854        |
| Accruals and other payables | 1,341,762           | 956,623          |
|                             | <b>3,183,147</b>    | <b>6,841,707</b> |

The Directors consider that the carrying amount of trade and other payables approximates their fair value. All amounts are considered short term, and none are past due.

The amounts represent liabilities for goods and services provided to the Group prior to the end of financial year which are unpaid. Trade and other payables are presented as current liabilities unless payment is not due within 12 months.

Trade payables are not interest bearing and are stated at their fair value on initial recognition. After initial recognition these are measured at amortised cost using the effective interest method.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### d) Leases

Amounts recognised in the statement of financial position

| Right-of-use asset                                   | Housing and storage<br>\$ | Mining equipment<br>\$ | Consolidated<br>31 December 2022<br>\$ |
|------------------------------------------------------|---------------------------|------------------------|----------------------------------------|
| <b>Cost</b>                                          |                           |                        |                                        |
| At 1 July 2022                                       | 167,182                   | 12,640,287             | 12,807,469                             |
| Lease reassessment                                   | (166,683)                 | -                      | (166,683)                              |
| Exchange difference                                  | (499)                     | 470,748                | 470,249                                |
| <b>At 31 December 2022</b>                           | <b>-</b>                  | <b>13,111,035</b>      | <b>13,111,035</b>                      |
| <b>Accumulated Depreciation</b>                      |                           |                        |                                        |
| At 1 July 2022                                       | 94,789                    | 2,916,989              | 3,011,778                              |
| Charge for the 6 month period ended 31 December 2022 | -                         | 1,244,333              | 1,244,333                              |
| Lease reassessment                                   | (94,506)                  | -                      | (94,506)                               |
| Exchange difference                                  | (283)                     | 377,113                | 376,830                                |
| <b>At 31 December 2022</b>                           | <b>-</b>                  | <b>4,538,435</b>       | <b>4,538,435</b>                       |
| <b>Carrying amount</b>                               |                           |                        |                                        |
| At 30 June 2022                                      | 72,393                    | 9,723,298              | 9,795,691                              |
| At 31 December 2022                                  | -                         | 8,572,600              | 8,572,600                              |

| Lease Liabilities                          | Housing and storage<br>\$ | Mining equipment<br>\$ | Consolidated<br>31 December 2022<br>\$ |
|--------------------------------------------|---------------------------|------------------------|----------------------------------------|
| <b>At 1 July 2022</b>                      | <b>83,099</b>             | <b>10,649,664</b>      | <b>10,732,763</b>                      |
| Lease reassessment                         | (82,851)                  | -                      | (82,851)                               |
| Add: Interest                              | 1,023                     | 515,968                | 516,991                                |
| Less: Payments                             | -                         | (1,390,124)            | (1,390,124)                            |
| Exchange difference                        | (1,271)                   | (446,004)              | (447,275)                              |
| <b>Closing Balance at 31 December 2022</b> | <b>-</b>                  | <b>9,329,504</b>       | <b>9,329,504</b>                       |
| <b>Represented by:</b>                     |                           |                        |                                        |
| Current lease liabilities                  | -                         | 2,972,016              | 2,972,016                              |
| Non-current lease liabilities              | -                         | 6,357,488              | 6,357,488                              |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### The Group's leasing activities and how these are accounted for:

The Group as lessee:

The Group leases mining equipment, housing for the key staff on site as well as various warehouse space.

The Group assesses on an ongoing basis whether a contract is or contains a lease, at inception of the contract. The Group recognises a right-of-use asset and corresponding lease liability with respect to all lease arrangements in which it is the lessee, except for the short-term leases (defined as leases with lease term of 12 months or less) and leases of low value assets (such as tablets and personal computers, small items of office furniture and telephones). For these leases, the Group recognises the lease payments as an operating expense on a straight-line basis over the term of the lease unless another systematic basis is more representative of the time pattern in which economic benefits from the leased assets are consumed.

#### *i. Lease liabilities*

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted by using the rate implicit in the lease. If this rate cannot be readily determined, the Group uses its incremental borrowing rate.

Lease payments included in the measurement of the lease liability comprise:

- Fixed lease payments (including in-substance fixed payments), less any lease incentives receivable;
- Variable lease payments that depend on an index rate, initially measured using the index or rate at the commencement date;
- The amount expected to be payable by the lessee under residual value guarantees;
- The exercise price of purchase options, if the lease term reflects the exercise of an option to terminate the lease.

The lease liability is subsequently measured by increasing the carrying amount to reflect interest on lease liability (using the effective interest method) and by reducing the carrying amount to reflect the lease payments made.

The Group remeasures the lease liability (and makes a corresponding adjustment to the related right-of-use asset) whenever:

- The lease term has changed or there is a significant event or change in circumstances resulting in a change in the assessment of exercise of a purchase option, in which case the lease liability is remeasured by discounting the revised lease payments using a revised discount rate.
- The lease payments change due to changes in an index or rate or a change in expected payment under a guaranteed residual value, in which cases the lease liability is remeasured by discounting the revised lease payments using an unchanged discount rate (unless the lease payments change is due to a change in floating interest rate, in which case a revised discount rate is used).
- A lease contract is modified, and the lease modification is not accounted for as a separate lease, in which case the lease liability is measured based on the lease term of the modified lease by discounting the revised lease payments using a revised discount rate at the effective date of modification.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

The Group identified changes to its leases and made the following modifications:

- Rental property leases were previously assumed to be renewed annually at review date for a five year period. Due to the changing needs of the project, this has been revised to only assume renewal of the leases at the next review date for a period of 12 months. This will continue to be reviewed annually.

Commencing October 2022, all rental property leases are on 12 month short term contracts. Under the Group's accounting policy, all leased underlying assets valued at or below USD\$10,000 qualify for the low-value lease exemption (AASB16) and leases under 12 months are outside the scope AASB16, therefore the Group does not now recognize a housing and storage lease liability.

### ii. *Right of use assets*

The right-of-use assets comprise the initial measurement of the corresponding lease liability, lease payments made at or before the commencement day, less any lease incentives received and any initial direct costs. They are subsequently measured at cost less accumulated depreciation and impairment losses.

Whenever the Group incurs an obligation for costs to dismantle and remove a leased asset, restore the site on which it is located or restore the underlying asset to the condition required by the terms and conditions of the lease, a provision is recognised and measured under AASB 137. To the extent that the costs relate to a right-of-use asset, the costs are included in the related right-of-use asset.

The Group applied AASB 136 to determine whether a right-of-use asset is impaired and accounts for any identified impairment loss as described in 'Plant and Equipment' policy.

### 8. Inventory

|                           | Consolidated Entity |                  |
|---------------------------|---------------------|------------------|
|                           | 31 December 2022    | 30 June 2022     |
|                           | \$                  | \$               |
| Inventory – Lump at cost  | 2,381,523           | 3,013,004        |
| Inventory – Fines at cost | 11,531,816          | 6,780,493        |
|                           | <b>13,913,339</b>   | <b>9,793,497</b> |

### Accounting policy

Inventory represents ore stock and is physically measured or estimated and valued at the lower of cost and net realisable value. Cost is determined by the weighted average method and comprises direct purchase costs and an appropriate portion of fixed and variable overhead costs, including depreciation and amortisation, incurred in converting ore. Net realisable value is the estimated selling price in the ordinary course of business, less estimated costs of completion and costs of selling the final product, including royalties.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 9. Other assets

|                      | Consolidated Entity |                  |
|----------------------|---------------------|------------------|
|                      | 31 December 2022    | 30 June 2022     |
|                      | \$                  | \$               |
| Prepayments          | 151,400             | 113,266          |
| Deferred Expenditure | 24,062              | 24,134           |
| Taxes recoverable    | 1,912,876           | 922,002          |
|                      | <b>2,088,338</b>    | <b>1,059,402</b> |

### 10. Plant and equipment

|                           | Consolidated Entity |                  |
|---------------------------|---------------------|------------------|
|                           | 31 December 2022    | 30 June 2022     |
|                           | \$                  | \$               |
| Furniture                 | 22,717              | -                |
| Software and IT equipment | 127,822             | 127,200          |
| Lab equipment             | 245,513             | 266,692          |
| Assets under Construction | 1,364               | 5,988            |
| Plant and equipment       | 2,197,596           | 2,074,532        |
| Mine property             | 206,017             | 218,787          |
| Stripping Asset           | 6,394,131           | 2,298,282        |
|                           | <b>9,195,160</b>    | <b>4,991,481</b> |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### Movement in carrying amounts of plant and equipment

|                                    | Furniture<br>\$ | Software and<br>IT equipment<br>\$ | Lab<br>equipment<br>\$ | Assets under<br>construction<br>\$ | Plant and<br>equipment<br>\$ | Mine<br>Property<br>\$ | Stripping<br>Asset<br>\$ | Consolidated<br>Entity Total<br>\$ |
|------------------------------------|-----------------|------------------------------------|------------------------|------------------------------------|------------------------------|------------------------|--------------------------|------------------------------------|
| <b>Balance at 1 July 2022</b>      | -               | <b>127,200</b>                     | <b>266,692</b>         | <b>5,988</b>                       | <b>2,074,532</b>             | <b>218,787</b>         | <b>2,298,282</b>         | <b>4,991,481</b>                   |
| Additions                          | -               | 16,722                             | 4,238                  | 1,387                              | 331,896                      | -                      | 4,453,848                | <b>4,808,091</b>                   |
| Reallocation                       | 24,401          | -                                  | 6,072                  | (6,072)                            | (24,401)                     | -                      | -                        | -                                  |
| Depreciation                       | (1,295)         | (15,569)                           | (31,040)               | -                                  | (176,022)                    | (15,380)               | (281,039)                | <b>(520,345)</b>                   |
| Exchange differences               | (389)           | (531)                              | (449)                  | 61                                 | (8,409)                      | 2,610                  | (76,960)                 | <b>(84,067)</b>                    |
| <b>Balance at 31 December 2022</b> | <b>22,717</b>   | <b>127,822</b>                     | <b>245,513</b>         | <b>1,364</b>                       | <b>2,197,596</b>             | <b>206,017</b>         | <b>6,394,131</b>         | <b>9,195,160</b>                   |
| Cost                               | 25,458          | 168,206                            | 309,040                | 1,364                              | 2,566,359                    | 242,228                | 6,706,025                | <b>10,018,680</b>                  |
| Accumulated Depreciation           | (2,741)         | (40,384)                           | (63,527)               | -                                  | (368,763)                    | (36,211)               | (311,894)                | <b>(823,520)</b>                   |
| <b>Balance at 31 December 2022</b> | <b>22,717</b>   | <b>127,822</b>                     | <b>245,513</b>         | <b>1,364</b>                       | <b>2,197,596</b>             | <b>206,017</b>         | <b>6,394,131</b>         | <b>9,195,160</b>                   |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### Accounting policy

Plant and equipment is stated at historical cost less accumulated depreciation and impairment. Historical cost includes expenditure that is directly attributable to the items. Repairs and maintenance are charged to the profit or loss during the reporting period in which they were incurred.

Once assets are available for use, depreciation is calculated using the straight-line method to allocate asset costs over their estimated useful lives, as follows:

|                           |                                  |
|---------------------------|----------------------------------|
| Software and IT equipment | 5 years                          |
| Lab equipment             | 5 years                          |
| Plant and equipment       | 7 and 10 years                   |
| Mine property             | Life of mine units of production |
| Stripping asset           | Life of mine units of production |

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance date. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with carrying amount. These are included in the Consolidated Statement of Profit or Loss and Other Comprehensive Income.

### Impairment of non-current assets

The Group reviews the carrying value of the assets of each Cash Generating Unit (CGU) at each balance date for indicators of potential impairment or reversal thereof. Where such indicators exist, the Group utilises the approaches under applicable accounting pronouncements for assessment of any impairment expenses or reversals.

As at 31 December 2022, there were no indicators of impairment or impairment reversal present. No impairment expenses or impairment reversals thereof have been recognised during the period (30 June 2022: nil).

### Accounting policy

#### *Recoverable amount of assets*

At each reporting date, the Group assesses whether there is any indication that an asset may be impaired. Where an indicator of impairment exists, the Group makes a formal estimate of recoverable amount. Where the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and is written down to its recoverable amount.

Recoverable amount is the greater of fair value less costs to sell and value-in-use. Recoverable amount is determined for an individual asset, unless the asset's value-in-use cannot be estimated to be close to its fair value less cost to sell and it does not generate cash inflows that are largely independent of those from other assets or groups of assets, in which case the recoverable amount is determined for the cash-generating unit to which the asset belongs.

In assessing value-in-use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

In allocating an impairment loss, the carrying amount of an individual asset is not taken below its individual recoverable amount.

An assessment is also made at each reporting date as to whether there is any indication that a previously recognised impairment loss may no longer exist or may have decreased. If such indication exists, the recoverable amount is estimated. A previously recognised impairment loss is reversed only where there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised.

If that is the case the carrying amount of the asset is increased to its recoverable amount. That increased amount cannot exceed the carrying amount that would have been determined, net of depreciation and amortisation, had no impairment loss been recognised for the asset in prior years. Such reversal is recognised in profit or loss unless the asset is carried at revalued amount, in which case the reversal is treated as a revaluation increase.

After such a reversal, the depreciation or amortisation charges are adjusted in future periods to allocate the asset's revised carrying amount, less any residual value, on a systematic basis over its remaining useful life.

### *Development stripping*

Overburden and other mine waste materials are often removed during the initial development of a mine in order to access the mineral deposit. This activity is referred to as development stripping.

The directly attributable costs (inclusive of an allocation of relevant operational overhead expenditure) are capitalised as development costs. In April 2022, the Group commenced the cut back of a new area of the mine pit, and has capitalised the development stripping associated with this work during the period.

Capitalised development and production stripping costs are classified as "Stripping Asset". Development stripping costs are considered in combination with other assets of an operation for the purpose of undertaking impairment assessments. Amortisation of capitalised development stripping costs is determined on a unit of production basis for each separate area of interest.

Removal of waste material normally continues throughout the life of a mine. This activity is referred to as production stripping and commenced in December 2021 upon the initial extraction of ore.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## 11. Provisions

|                          | Consolidated Entity    |                    |
|--------------------------|------------------------|--------------------|
|                          | 31 December 2022<br>\$ | 30 June 2022<br>\$ |
| <b>Current</b>           |                        |                    |
| Employee benefits        | 465,978                | 159,322            |
| <b>Total current</b>     | <b>465,978</b>         | <b>159,322</b>     |
| <b>Non-current</b>       |                        |                    |
| Rehabilitation           | 2,783,020              | 2,654,312          |
| <b>Total non-current</b> | <b>2,783,020</b>       | <b>2,654,312</b>   |

### Movement in Provisions 6-month period to 31 December 2022

|                                            | Rehabilitation and<br>restoration<br>provision<br>\$ | Employee<br>benefits<br>\$ | Total<br>\$      |
|--------------------------------------------|------------------------------------------------------|----------------------------|------------------|
| <b>Closing balance at 1 July 2022</b>      | <b>2,654,312</b>                                     | <b>159,322</b>             | <b>2,813,634</b> |
| Finance cost                               | 138,977                                              | -                          | 138,977          |
| Exchange difference                        | (10,269)                                             | -                          | (10,269)         |
| Amounts recognised during the year         | -                                                    | 306,656                    | 306,656          |
| <b>Closing balance at 31 December 2022</b> | <b>2,783,020</b>                                     | <b>465,978</b>             | <b>3,248,998</b> |

### Accounting policy

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount can be reliably estimated.

#### *Employee benefits, salaries and annual leave*

Liabilities for salaries, including non-monetary benefits and annual leave expected to be settled within 12 months of the reporting date are recognised in respect of employee's services up to the reporting date. They are measured at the amounts expected to be paid when the liabilities are settled.

#### *Rehabilitation*

A provision for restoration and rehabilitation is recognised when there is a present obligation as a result of exploration and development activities undertaken, it is probable that an outflow of economic benefits will be required to settle the obligation, and the amount of the provision can be measured reliably. The estimated future obligations include the costs of removing facilities, abandoning sites and restoring the affected areas.

The provision for future restoration costs is the best estimate of the present value of the expenditure required to settle the restoration obligation at the reporting date, based on current legal and other requirements and technology. Future restoration costs are reviewed annually and any changes in the estimate are reflected in the present value of the restoration provision at each reporting date.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

The initial estimate of the restoration and rehabilitation provision relating to exploration and development and production facilities is capitalised into the cost of the related asset and depreciated on the same basis as the related asset, unless the present obligation arises from the production of inventory in the period, in which case the amount is included in the cost of production for the period. Changes in the estimate of the provision for restoration and rehabilitation are treated in the same manner, except that the unwinding of the effect of discounting on the provision is recognised as a finance cost rather than being capitalised into the cost of the related asset.

On an annual basis, the Group reviews the applicable discount rate used to calculate the net present value (NPV) of the rehabilitation provision at reporting date. The present value of the restoration and rehabilitation provision at reporting date has been discounted using the longer-term interest rate in Brazil of 10.00%.

### 12. Share capital

#### a) Issued share capital

|                            | 31 December 2022 |            | 30 June 2022  |            |
|----------------------------|------------------|------------|---------------|------------|
|                            | Number           | \$         | Number        | \$         |
| Ordinary shares fully paid | 2,136,982,373    | 36,471,957 | 2,132,357,373 | 36,471,957 |

#### b) Movement in ordinary share capital

| Date              | Details                                           | Number of shares     | \$                |
|-------------------|---------------------------------------------------|----------------------|-------------------|
| <b>01/07/2021</b> | <b>Balance at the beginning of the year</b>       | <b>2,114,107,373</b> | <b>36,472,270</b> |
| 29/09/2021        | Adjustment to unmarketable parcel sale            | -                    | (313)             |
| 06/10/2021        | Shares issued on vesting of performance rights    | 7,625,000            | -                 |
| 06/10/2021        | Shares issued on vesting of performance rights    | 7,625,000            | -                 |
| 08/06/2022        | Shares issued on vesting of performance rights    | 3,000,000            | -                 |
| <b>30/06/2022</b> | <b>Balance at the end of the year</b>             | <b>2,132,357,373</b> | <b>36,471,957</b> |
| 12/07/2022        | Performance shares exercised into escrowed shares | 750,000              | -                 |
| 12/07/2022        | Performance shares exercised into ordinary shares | 2,375,000            | -                 |
| 17/08/2022        | Performance shares exercised into escrowed shares | 1,500,000            | -                 |
| <b>31/12/2022</b> | <b>Closing balance</b>                            | <b>2,136,982,373</b> | <b>36,471,957</b> |

#### Accounting policy

Ordinary shares are classified as equity. Costs directly attributable to the issue of new shares or options are recorded in equity as a deduction, net of tax, from the proceeds.

#### Terms and conditions of ordinary shares

Holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders' meetings. In the event of winding up of the Group, ordinary shareholders rank after all other shareholders and creditors are fully entitled to any proceeds of liquidations.



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## 13. Reserves

|                                     | Consolidated Entity |                  |
|-------------------------------------|---------------------|------------------|
|                                     | 31 December 2022    | 30 June 2022     |
|                                     | \$                  | \$               |
| Share-based payment reserve         | 1,124,032           | 1,071,303        |
| Foreign current translation reserve | 2,715,985           | 2,640,135        |
|                                     | <b>3,840,017</b>    | <b>3,711,438</b> |

| Movement reconciliation in share-based payment reserve                                     | Number of options | Number of Performance Rights | \$               |
|--------------------------------------------------------------------------------------------|-------------------|------------------------------|------------------|
| <b>On issue at 30 June 2021</b>                                                            | <b>19,750,000</b> | <b>46,500,000</b>            | <b>396,174</b>   |
| Shares issued on vesting of performance rights                                             | -                 | (18,250,000)                 | -                |
| Recognition of share-based payment expense for performance rights issued in previous years | -                 | -                            | 675,129          |
| <b>On issue at 30 June 2022</b>                                                            | <b>19,750,000</b> | <b>28,250,000</b>            | <b>1,071,303</b> |
| Performance shares exercised into escrowed shares                                          | -                 | (750,000)                    | -                |
| Performance shares exercised into ordinary shares                                          | -                 | (2,375,000)                  | -                |
| Performance shares exercised into escrowed shares                                          | -                 | (1,500,000)                  | -                |
| Recognition of share-based payment expense for performance rights                          | -                 | -                            | 52,729           |
| <b>On issue 31 December 2022</b>                                                           | <b>19,750,000</b> | <b>23,625,000</b>            | <b>1,124,032</b> |

### Nature and purpose of reserves

#### a) Share-based payment reserve

The share-based payments reserve is used to recognise:

- the grant date fair value of options issued to consultants, employees and directors but not exercised
- the grant date fair value of shares issued to consultants, employees and directors.
- the grant date fair value of performance rights issued to consultants, employees and directors.

#### b) Foreign currency translation reserve

Exchange differences arising on translation of the foreign controlled entity are recognised in other comprehensive income and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed of.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 14. Earnings per share (EPS)

#### a) Basic and diluted earnings per share

##### i. Basic earnings per share

Basic earnings per share is calculated by dividing the profit/loss attributable to equity holders of the Group excluding any costs of servicing equity other than ordinary shares, by the weighted average number of ordinary shares outstanding during the financial year, adjusted for bonus elements in ordinary shares issued during the year.

##### ii. Diluted earnings per share

Diluted earnings per share adjusts the figures used in the determination of basic earnings per share to take into account the after-tax effect of interest and other financing costs associated with the dilutive potential ordinary shares and the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

Earnings per ordinary share is calculated on the Group's profit after tax of \$7,085,731 and the weighted average number of shares in issue during the year of 2,136,390,481.

|                                           | Consolidated Entity                         |                                          |
|-------------------------------------------|---------------------------------------------|------------------------------------------|
|                                           | 6 months ended 31<br>December 2022<br>Cents | 12 months ended<br>30 June 2022<br>cents |
| <b>Basic and diluted profit per share</b> |                                             |                                          |
| From continuing operations                | 0.33                                        | 0.16                                     |
| Total basic and diluted profit per share  | 0.33                                        | 0.16                                     |

#### b) Reconciliations of profit used in calculating profit per share

|                            | Consolidated Entity                      |                                       |
|----------------------------|------------------------------------------|---------------------------------------|
|                            | 6 months ended 31<br>December 2022<br>\$ | 12 months ended<br>30 June 2022<br>\$ |
| From continuing operations | 7,085,731                                | 3,493,992                             |
|                            | <b>7,085,731</b>                         | <b>3,493,992</b>                      |

#### c) Weighted average number of shares used as the denominator

The weighted average number of shares in issue for the purpose of calculating basic and diluted earnings per share and basic and diluted adjusted earnings per share are as follows:

|                                                                                                            | 6 months ended 31<br>December 2022 | 12 months ended<br>30 June 2022 |
|------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|
| <b>Weighted average number of shares on issue</b>                                                          |                                    |                                 |
| Weighted average number of ordinary shares used as the denominator in calculating basic profit per share   | 2,136,390,481                      | 2,125,440,894                   |
| Weighted average number of ordinary shares used as the denominator in calculating diluted profit per share | 2,160,374,112                      | 2,168,651,894                   |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 15. Cash flow information

|                                                                                                             | Consolidated Entity |                 |
|-------------------------------------------------------------------------------------------------------------|---------------------|-----------------|
|                                                                                                             | 6 months ended 31   | 12 months ended |
|                                                                                                             | December 2022       | 30 June 2022    |
|                                                                                                             | \$                  | \$              |
| Reconciliation of cash flows from operating activities with loss from ordinary activities after income tax: |                     |                 |
| Profit after tax for the period                                                                             | 7,085,731           | 3,493,992       |
| Adjusted for non-cash items:                                                                                |                     |                 |
| Depreciation                                                                                                | 1,764,678           | 1,941,273       |
| Share-based payment                                                                                         | 52,729              | 675,129         |
| Capitalisation of finance cost on lease liability                                                           | -                   | (471,690)       |
| Loss/(gain) on lease modifications                                                                          | 9,208               | (226,849)       |
| Non-cash interest accretion on rehabilitation provision                                                     | 138,977             | 201,943         |
| Changes in assets and liabilities:                                                                          |                     |                 |
| (Increase) in trade and other receivables                                                                   | (3,714,895)         | (174,109)       |
| (Increase) in other assets                                                                                  | (1,028,936)         | (948,751)       |
| (Increase) in inventory                                                                                     | (4,119,842)         | (9,793,497)     |
| (Decrease) /Increase in trade and other payables                                                            | (3,885,531)         | 5,612,753       |
| Increase in provisions                                                                                      | 306,656             | 72,253          |
| <b>Net cash (outflows)/inflows from operating activities</b>                                                | <b>(3,391,225)</b>  | <b>382,447</b>  |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### *Managing risk:*

This section of the notes discusses the Group's exposure to various risks and shows how these could affect the Group's financial position and performance:

- 16. Critical estimates and judgements
- 17. Financial risk management
- 18. Capital management

### **16. Critical estimates and judgements**

The preparation of financial statements requires the use of accounting estimates which, by definition seldom equal the actual results. Management also needs to exercise judgement in applying the Group's accounting policies. This note provides an overview of the areas that involved a higher degree of judgement or complexity, and of items which are more likely to be sensitive to changes in estimates and assumptions. Detailed information about each of these estimates and judgements is included in other notes together with information about the basis of calculation for each affected line item in the financial statements. In addition, this note also explains where there have been actual adjustments this year as a result of an error and of changes to previous estimates.

Estimates and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that may have a financial impact on the entity and that are believed to be reasonable under the circumstances. The Group makes estimates and assumptions concerning the future. The resulting accounting estimates and judgements may differ from the related actual results and may have a significant effect on the carrying amount of assets and liabilities within the next financial year and on the amounts recognised in the financial statements. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

#### **i. Impairment of property, plant and equipment**

The future recoverability of property, plant and equipment is dependent on a number of factors, including the level of mineral resources and ore reserves, future technological changes which could impact the cost of mining, future legal changes (including changes to environmental restoration obligations) and changes to commodity prices and exchange rates. The Group regularly reviews the carrying values of its property, plant and equipment in the context of internal and external consensus forecasts for commodity prices and foreign exchange rates, with the application of appropriate discount rates for the assets concerned. To the extent that property, plant and equipment is determined not to be recoverable in the future, this will reduce profits and net assets in the period in which this determination is made.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### ii. Determining the beginning of commercial production

Judgement is required to determine when capitalisation of development costs ceases and amortisation of mine assets commences upon the start of commercial production. This is based on the specific circumstances of the project, and considers when the specific asset is substantially complete and becomes 'available for use' as intended by management which includes consideration of completion of reasonable testing of the mine plant and equipment, throughput levels at or near expected levels, the ability to produce iron ore in saleable form and other factors such as cashflow and cash positive operations.

Based on these factors, it was determined that commercial production was achieved on 30 November 2021.

### iii. Environmental rehabilitation obligations

The Group's mining and exploration activities are subject to various laws and regulations governing the protection of the environment. The Group recognises management's best estimate for asset retirement obligations in the period in which they are incurred. Actual costs incurred and actual timing thereof in future periods can differ materially from the estimates. Additionally, future changes to environmental laws and regulations, life of mine estimates and discount rates can affect the carrying amount of this provision.

Estimated long-term environmental provisions, comprising pollution control, rehabilitation and mine closure, are based on the Group's environmental policy taking into account current technological, environmental and regulatory requirements. Provisions for future rehabilitation costs have been determined, based on calculations which require the use of estimates (refer note 11).

#### Key assumptions used:

|                                        | 31 December 2022 | 30 June 2022 |
|----------------------------------------|------------------|--------------|
| Current cost estimate                  | \$2,654,312      | \$2,654,312  |
| Pre-tax risk-free interest rate (%)    | 10.0             | 10.0         |
| Length of the project (yrs)            | 7                | 7            |
| Length of rehabilitation process (yrs) | 4                | 4            |

### iv. Share-based payments

The Group makes equity settled share-based payments to parties, including directors, which are measured at fair value at the date of grant and expensed on a straight line basis over the vesting period, based on the Group's estimate of shares that will eventually vest. The fair values are determined using the relevant option pricing models or the market price of the Group's shares on measurement date. Vesting assumptions are reviewed during each reporting period to ensure they reflect current expectations (refer Note 23).

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## 17. Financial risk management

The Group's activities expose it to a variety of financial risks: market risk (including foreign exchange risk and interest rate risk), credit risk and liquidity risk. The Group's overall risk management programme focuses on the unpredictability of the financial markets and seeks to minimise potential adverse effects on the financial performance of the Group. The Group uses different methods to measure and manage different types of risks to which it is exposed.

These include monitoring levels of exposure to interest rate and foreign exchange risk and assessments of market forecasts for interest rate and foreign exchange prices. Ageing analysis and monitoring of specific credit allowances are undertaken to manage credit risk. Liquidity risk is monitored through the development of future cash flow forecasts.

Risk management is carried out by Management and overseen by the Board of Directors with assistance from suitably qualified external advisors.

The main risks arising for the Group are foreign exchange risk, interest rate risk, credit risk and liquidity risk. The Board reviews and agrees policies for managing each of these risks and they are summarised below.

The carrying values of the Group's financial instruments are as follows:

|                                    |           | Consolidated Entity |              |
|------------------------------------|-----------|---------------------|--------------|
|                                    |           | 31 December 2022    | 30 June 2022 |
|                                    |           | \$                  | \$           |
| <b>Financial assets</b>            |           |                     |              |
| Financial assets at amortised cost |           |                     |              |
| Cash and cash equivalents          | <b>7a</b> | 14,182,028          | 29,421,985   |
| Trade and other receivables        | <b>7b</b> | 4,082,911           | 368,016      |
| <b>Financial liabilities</b>       |           |                     |              |
| Liabilities at amortised cost      |           |                     |              |
| Trade and other payables           | <b>7c</b> | 3,183,147           | 6,841,707    |
| Lease liabilities                  | <b>7d</b> | 9,329,504           | 10,732,763   |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### a) Market risk

#### i. Foreign exchange risk

The Group's exposure to foreign currency risk at the end of the reporting period, expressed in Australian dollars, was as follows:

|                           | 31 December 2022 |                    | 30 June 2022      |                     |
|---------------------------|------------------|--------------------|-------------------|---------------------|
|                           | USD              | BRL                | USD               | BRL                 |
| Cash and cash equivalents | 8,455,086        | 180,387            | 17,709,502        | 4,341,813           |
| Trade Receivables         | -                | 4,082,911          | -                 | 366,216             |
| Other Receivables         | -                | 1,990,168          | -                 | 1,059,402           |
| Trade Payables            | (7,791)          | (1,595,843)        | (19,759)          | (3,134,483)         |
| Other Payables            | -                | (751,032)          | (31,625)          | (3,446,465)         |
| Lease liabilities         | -                | (9,329,504)        | -                 | (10,732,763)        |
|                           | <b>8,447,295</b> | <b>(5,422,913)</b> | <b>17,658,118</b> | <b>(11,546,280)</b> |

### Sensitivity

As shown in the table above, the Group is primarily exposed to changes in USD/AUD and BRL/AUD exchange rates. The sensitivity of profit or loss to changes in the exchange rates arises mainly from BRL-denominated expense in Tombador Iron Mineracao Ltda and USD cash held in Tombador Iron Singapore Pte Ltd.

|                                       | Impact on post-tax profit (loss) |              |
|---------------------------------------|----------------------------------|--------------|
|                                       | 31 December 2022                 | 30 June 2022 |
|                                       | \$                               | \$           |
| BRL/AUD exchange rate - increase 10%* | 628,199                          | 276,199      |
| BRL/AUD exchange rate - decrease 10%* | (767,799)                        | (337,576)    |
| USD/AUD exchange rate – increase 10%* | 767,936                          | (2,211,538)  |
| USD/AUD Exchange rate decrease 10%*   | (938,588)                        | 2,702,991    |
| *Holding all other variables constant |                                  |              |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### ii. Interest rate risk

The Group is exposed to interest rate risk, which is the risk that a financial instrument's value will fluctuate as a result of changes in the market interest rates on interest bearing financial instruments. The Group's exposure to this risk relates primarily to the Group's cash and any cash on deposit. The Group does not use derivatives to mitigate these exposures. The Group manages its exposure to interest rate risk by holding certain amounts of cash in fixed and floating interest rate facilities. At the reporting date, the interest rate profile of the Group's interest-bearing financial instruments was:

|                           | 6 months ended 31 December 2022 |               | 12 months ended 30 June 2022   |               |
|---------------------------|---------------------------------|---------------|--------------------------------|---------------|
|                           | Weighted average interest rate  | Balance<br>\$ | Weighted average interest rate | Balance<br>\$ |
| Cash and cash equivalents | 1.14%                           | 14,182,028    | 0.53%                          | 29,421,985    |

### Sensitivity

Within the analysis, consideration is given to potential renewals of existing positions and the mix of fixed and variable interest rates. The following sensitivity analysis is based on the interest rate risk exposures in existence at the reporting date. The 1% increase and 1% decrease in rates is based on reasonably expected possible changes over a financial year.

For the six-month period ended 31 December 2022, if interest rates had moved, as illustrated in the table below, with all other variables held constant, profit and equity would have been affected as follows:

| <i>Judgements of reasonably possible movements:</i> | Profit<br>higher/(lower)<br>6 months ended 31<br>December 2022<br>\$ | Profit<br>higher/(lower)<br>12 months ended<br>30 June 2022<br>\$ |
|-----------------------------------------------------|----------------------------------------------------------------------|-------------------------------------------------------------------|
|                                                     |                                                                      |                                                                   |
| + 1.0% (100 basis points)                           | 141,820                                                              | 294,220                                                           |
| - 1.0% (100 basis points)                           | (141,820)                                                            | (294,220)                                                         |

### iii. Commodity price risk

The Group is exposed to commodity price risk arises from iron ore held as inventory. The policy of the Group is to sell iron ore at the spot price, and it has not entered into any hedging contracts. The Group's revenue is exposed to fluctuation in the price of iron ore. For the six-month period ended 31 December 2022, if iron ore prices had changed by 10%, as illustrated in the table below, with all other variables held constant, profit and equity would have been affected as follows:



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

| <i>Iron ore price movement:</i> | Profit higher/(lower)<br>6 months ended 31<br>December 2022<br>\$ | Profit<br>higher/(lower)<br>12 months ended 30<br>June 2022<br>\$ |
|---------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|
| Iron ore price – increase 10%   | 2,332,585                                                         | 3,256,379                                                         |
| Iron ore price – decrease 10%   | (2,332,585)                                                       | (3,256,379)                                                       |

### b) Credit risk

Credit risk is the risk that a third party might fail to fulfil its performance obligations under the terms of a financial instrument. Credit risk arises from cash and cash equivalents and receivables.

As at 31 December 2022, the Group is unaware of any information which would cause it to believe that these financial assets are not fully recoverable.

### c) Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to its reputation.

The Group manages liquidity risk by maintaining adequate cash reserves from funds raised in the market and by continuously monitoring forecast and actual cash flows. The Group does not have any external borrowings.

The following are the undiscounted contractual maturities of financial liabilities:

|                          | 1 year or less<br>\$ | 1-5 years<br>\$ | > 5 years<br>\$ | Total<br>\$       |
|--------------------------|----------------------|-----------------|-----------------|-------------------|
| <b>31 December 2022</b>  |                      |                 |                 |                   |
| Trade and other payables | 3,183,147            | -               | -               | <b>3,183,147</b>  |
| Lease Liabilities        | 3,794,850            | 6,954,611       | -               | <b>10,749,461</b> |
| <b>30 June 2022</b>      |                      |                 |                 |                   |
| Trade and other payables | 6,841,707            | -               | -               | <b>6,841,707</b>  |
| Lease Liabilities        | 3,806,228            | 8,878,578       |                 | <b>12,684,806</b> |

## 18. Capital management

The Group defines capital as the total equity attributable to common shareholders. Capital is managed by the Group's management and governed by the Board of Directors. The Group is not subject to any externally imposed capital requirements.



# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

## Group structure:

This section provides information that will help users understand how the Group structure affects the financial position and performance of the Group as a whole. In particular, there is information about changes to the structure that occurred during the year.

A list of subsidiaries is provided in note 19.

## 19. Interest in subsidiaries

The consolidated financial statements incorporate the assets, liabilities, and results of the following subsidiaries in accordance with the accounting policy described below:

| Name of entity                  |           | Country of incorporation | Equity holding <sup>1</sup><br>6 months ended<br>31 December 2022 | Equity holding <sup>1</sup><br>12 months ended<br>30 June 2022 |
|---------------------------------|-----------|--------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|
| <b>Legal Parent</b>             |           |                          |                                                                   |                                                                |
| Tombador Iron Limited           | Corporate | Australia                |                                                                   |                                                                |
| <b>Legal Subsidiaries</b>       |           |                          |                                                                   |                                                                |
| Tombador Iron Singapore Pte Ltd | Corporate | Singapore                | 100%                                                              | 100%                                                           |
| Tombador Iron Mineracao Ltda    | Mining    | Brazil                   | 100%                                                              | 100%                                                           |

<sup>1</sup> The proportion of ownership interest is equal to the proportion of voting power held.

### Principles of consolidation

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of Tombador Iron Limited for the six-month period ended 31 December 2022 and the results of all subsidiaries for the period then ended. Tombador Iron Limited and its subsidiaries together are referred to in this financial report as the Group.

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are de-consolidated from the date that control ceases.

Non-controlling interests, being that portion of the profit or loss and net assets of subsidiaries attributable to equity interests held by persons outside the Group, are shown separately within the Equity section of the consolidated Statement of Financial Position and in the consolidated Statement of Profit or Loss and Statement of Other Comprehensive Income.

Intercompany transactions, balances, and unrealised gains on transactions between Group companies are eliminated. Unrealised losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### Unrecognised items:

This section of the notes provides information about items that are not recognised in the financial statements as they do not (yet) satisfy the recognition criteria.

- 20. Commitments, contingent liabilities, and contingent assets
- 21. Subsequent events

### 20. Commitments and contingencies

There are no other commitments or contingent liabilities outstanding at 31 December 2022 (30 June 2022: \$nil).

### 21. Subsequent events

No matters or circumstances have arisen since the end of the six-month period ended 31 December 2022 which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### Further details:

This section of the notes includes other information that must be disclosed to comply with the accounting standards and other pronouncements, but that is not immediately related to individual line items in the financial statements.

- 22. Related party transactions
- 23. Share – based payments
- 24. Remuneration of auditors
- 25. Parent entity financial information
- 26. Summary of significant accounting policies

### 22. Related party transactions

#### a) Parent entity

The Group is controlled by Tombador Iron Limited, the legal parent.

#### b) Subsidiaries

Interests in subsidiaries are set out in note 19.

#### c) Key management personnel compensation

|                              | Consolidated Entity                      |                                       |
|------------------------------|------------------------------------------|---------------------------------------|
|                              | 6 months ended 31<br>December 2022<br>\$ | 12 months ended 30<br>June 2022<br>\$ |
| Short-term employee benefits | 445,153                                  | 815,938                               |
| Bonuses                      | 181,907                                  | 152,725                               |
| Share-based payments         | 35,541                                   | 267,084                               |
|                              | <b>662,601</b>                           | <b>1,235,747</b>                      |

#### d) Loans to/from related parties

No loans to/from related party at year end.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 23. Share based payments

#### *Equity settled transactions*

The Group provides benefits to employees (including senior executives) of the Group in the form of share-based payments, whereby employees render services in exchange for shares or rights over shares (equity-settled transactions).

The cost of these equity-settled transactions with employees is measured by reference to the fair value of the equity instruments at the date at which they are granted. The fair value is determined by using valuation techniques appropriate to the instrument being valued, such as Black-Scholes models or Monte Carlo simulations or in some instances the market price of the Group's shares on measurement date.

In determining the fair value of the equity instruments granted, no account is taken of any performance conditions, other than conditions linked to the price of the shares of Tombador Iron Limited.

The cost of equity-settled transactions is recognised, together with a corresponding increase in equity, over the period in which the performance and/or service conditions are fulfilled, ending on the date on which the relevant employees become fully entitled to the award (the vesting period).

The cumulative expense recognised for equity-settled transactions at each reporting date until vesting date reflects:

- the extent to which the vesting period has expired; and
- the Group's best estimate of the number of equity instruments that will ultimately vest. No adjustment is made for the likelihood of market performance conditions being met as the effect of these conditions is included in the determination of fair value at grant date.
- The Statement of Profit or Loss and Other Comprehensive Income charge or credit for a period represents the movement in cumulative expense recognised as at the beginning and end of that period.

If the terms of an equity-settled award are modified, as a minimum an expense is recognised as if the terms had not been modified. In addition, an expense is recognised for any modification that increases the total fair value of the share-based payment arrangement, or is otherwise beneficial to the employee, as measured at the date of modification.

If an equity-settled award is cancelled, it is treated as if it had vested on the date of cancellation, and any expense not yet recognised for the award is recognised immediately. However, if a new award is substituted for the cancelled award and designated as a replacement award on the date that it is granted, the cancelled and new award are treated as if they were a modification of the original award, as described in the previous paragraph.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

The share-based payment expense for the six-month period ended 31 December 2022 recognised in profit or loss of \$52,729 (30 June 2022: \$675,129) results from several transactions summarised below:

| Transactions                                          | Consolidated Entity                   |                                    |
|-------------------------------------------------------|---------------------------------------|------------------------------------|
|                                                       | 6 months ended 31 December 2022<br>\$ | 12 months ended 30 June 2022<br>\$ |
| Directors share based payment expense                 | 31,791                                | 178,056                            |
| Employees and consultants share based payment expense | 20,938                                | 497,073                            |
| <b>Total expense for period</b>                       | <b>52,729</b>                         | <b>675,129</b>                     |
| Represented by:                                       |                                       |                                    |
| Share-based payment expense                           | 52,729                                | 675,129                            |
|                                                       | <b>52,729</b>                         | <b>675,129</b>                     |

The Group has the following share-based payment arrangements on issue during the six-month period ended 31 December 2022.

| Class   | Tranche                    | Grant Date | Number Granted | Expiry Date | Exercisable | Value of each Right (cents) | Vested |
|---------|----------------------------|------------|----------------|-------------|-------------|-----------------------------|--------|
| TI1AD   |                            | 1/09/2020  | 15,000,000     | 25/09/2023  | \$0.035     | 1.07                        | Yes    |
| TI1AE/F | Tranche 1 <sup>(i)</sup>   | 31/08/2020 | 4,000,000      | 31/08/2025  | \$Nil       | 2.50                        | Yes    |
| TI1AE/F | Tranche 2 <sup>(ii)</sup>  | 31/08/2020 | 11,625,000     | 31/08/2025  | \$Nil       | 2.50                        | No     |
| TI1AE/F | Tranche 3 <sup>(iii)</sup> | 31/08/2020 | 4,000,000      | 31/08/2025  | \$Nil       | 2.50                        | Yes    |
| TI1AE/F | Tranche 4 <sup>(iv)</sup>  | 31/08/2020 | 4,000,000      | 31/08/2025  | \$Nil       | 1.79                        | Yes    |
| TIPR24  | Tranche 1 <sup>(v)</sup>   | 22/12/2022 | 3,750,000      | 22/12/2024  | \$Nil       | 2.40                        | No     |
| TIPR24  | Tranche 2 <sup>(vi)</sup>  | 22/12/2022 | 3,750,000      | 22/12/2024  | \$Nil       | 2.40                        | No     |

- (i) TI1AE/F Tranche 1 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 30,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (ii) TI1AE/F Tranche 2 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 1,000,000 tonnes of cumulative iron ore production sold to third party customers from the Tenement with a grade greater than 62% Fe.
- (iii) TI1AE/F Tranche 3 vesting is subject to the Group achieving net positive operational cashflows (as evidenced by the Appendix 5B to the ASX).
- (iv) TI1AE/F Tranche 4 vesting is subject to the Group achieving in respect of the Tombador Project, an aggregate of at least 25,000 tonnes of cumulative iron ore production per month for 3 months with a cut-off grade greater than 62% Fe and the Group's Shares achieving a volume weighted average price (VWAP) of \$0.05 or more for at least 20 consecutive trading days.
- (v) TIPR24 Tranche 1 vesting is subject to the Group achieving a net positive operational cashflow for the 12-month period ended 30 June 2023 greater than the financial year ended 30 June 2022, as evidenced by the reviewed financial report for 30 June 2023\*\*.
- (vi) TIPR24 Tranche 2 vesting is subject to the achievement by the Group of a minimum production quota of 600,000 tonnes with Fe grade of 62% or higher and a minimum sales quota of 480,000 tonnes of Fe grade of 62% or higher from the Tombador Iron Project in Brazil.

\*\* In light of the update to the end of financial year to December year end, this vesting condition has been modified to reflect this timing change.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 24. Remuneration of auditors

During the period the following fees were paid or payable for services provided by HLB Mann Judd Australia (HLB) as the auditor of the parent entity, Tombador Iron Limited, by HLB's related network firms and by non-related audit firms:

#### a) Auditors of the Group – HLB Mann Judd

During the year the following fees were paid or payable for services provided by HLB Mann Judd (HLB) as the auditor of the parent entity, Tombador Iron Limited, by HLB's related network firms and by non-related audit firms:

|                                                    | 6 months ended 31<br>December 2022<br>\$ | 12 months ended<br>30 June 2022<br>\$ |
|----------------------------------------------------|------------------------------------------|---------------------------------------|
| Audit and review of financial reports              |                                          |                                       |
| Group                                              | 52,034                                   | 73,718                                |
| Controlled entities                                | -                                        | -                                     |
| <b>Total audit and review of financial reports</b> | <b>52,034</b>                            | <b>73,718</b>                         |
| Other services                                     |                                          |                                       |
| Consulting services                                | -                                        | -                                     |
| <b>Total services provided by HLB</b>              | <b>52,034</b>                            | <b>73,718</b>                         |

#### b) Auditors of Tombador Iron Mineracao Ltda – HLB Brazil

|                                              | 6 months ended 31<br>December 2022<br>\$ | 12 months ended<br>30 June 2022<br>\$ |
|----------------------------------------------|------------------------------------------|---------------------------------------|
| Audit and review of financial reports        |                                          |                                       |
| Controlled entities                          | 27,883                                   | 50,533                                |
| <b>Total services provided by HLB Brazil</b> | <b>27,883</b>                            | <b>50,533</b>                         |

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### 25. Parent entity financial information

#### a) Summary financial information

The individual financial statements for the parent entity, Tombador Iron Ltd, show the following aggregate amounts:

|                          | 31 December 2022  | 30 June 2022      |
|--------------------------|-------------------|-------------------|
|                          | \$                | \$                |
| Current Assets           | 5,648,726         | 7,463,138         |
| Non-Current Assets       | 21,875,504        | 21,459,685        |
| <b>Total Assets</b>      | <b>27,524,230</b> | <b>28,922,823</b> |
| Current Liabilities      | 828,481           | 209,382           |
| Non-Current Liabilities  | -                 | -                 |
| <b>Total Liabilities</b> | <b>828,481</b>    | <b>209,382</b>    |
| <b>Net Assets</b>        | <b>26,695,749</b> | <b>28,713,441</b> |
| Equity                   |                   |                   |
| Issued capital           | 36,443,646        | 36,443,646        |
| Reserves                 | 1,124,032         | 1,071,303         |
| Accumulated losses       | (10,871,929)      | (8,801,508)       |
| <b>Total Equity</b>      | <b>26,695,749</b> | <b>28,713,441</b> |

#### Statement of Profit or Loss and Other Comprehensive Income

|                                              | 6 months ended 31<br>December 2022 | 12 months ended 30<br>June 2022 |
|----------------------------------------------|------------------------------------|---------------------------------|
|                                              | \$                                 | \$                              |
| Profit /(loss) after income tax              | 3,913,130                          | (3,344,554)                     |
| <b>Total comprehensive loss for the year</b> | <b>3,913,130</b>                   | <b>(3,344,554)</b>              |

### 26. Summary of significant accounting policies

This note provides a list of the significant accounting policies adopted in the preparation of these consolidated financial statements to the extent they have not already been disclosed in the other notes above. These policies have been consistently applied to the period presented. These financial statements present the financial information for Tombador Iron Limited as a Group consisting of Tombador Iron Limited and the entities controlled throughout the period (Group).

#### a) Basis of preparation

These general-purpose financial statements have been prepared on a going concern basis in accordance with Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board and the Corporations Act 2001. Tombador Iron Limited is a for-profit entity for the purpose of preparing the financial statements.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

The Company recently announced a change in its financial year end from 30 June to 31 December. This change aligns the Company's reporting period with its subsidiary's operations in Brazil. The Group is therefore reporting on a six-month accounting period from 1 July 2022 to 31 December 2022. The comparative accounting period is the 12 months from 1 July 2021 to 30 June 2022, in line with the previous released financial report. As a result of the year end change, the amounts presented in the financial statements are not entirely comparable.

### i. Compliance with IFRS

The consolidated financial statements of the Tombador Iron Limited Group also comply with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

### ii. Historical cost convention.

These financial statements have been prepared on the historical cost basis.

### iii. New standards and interpretations not yet adopted.

Australian Accounting Standards and Interpretations relevant to the Group that have recently been issued or amended but are not yet effective, have not been adopted by the Group for the six-month period ended 31 December 2022 are outlined in the table below:

| Reference   | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Application date of the standard | Applies to financial year end |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|
| AASB 2020-1 | <b>Amendments to Australian Accounting Standards – Classification of Liabilities as Current or Non-Current</b><br>Amends AASB 101 to clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. Classification is unaffected by the expectations of the entity or events after the reporting date (for example, the receipt of a waiver, a breach of covenant, or settlement of the liability). The mandatory application date of the amendment has been deferred by 12 months to 1 January 2023 by AASB 2020-6.                                                                                                                                                                                                                                                                                                                            | 1 January 2023                   | 31 December 2023              |
| AASB 2021-2 | <b>Amendments to Australian Accounting Standards – Disclosure of Accounting Policies and Definition of Accounting Estimates</b><br>This Standard amends: <ul style="list-style-type: none"> <li>a) AASB 7, to clarify that information about measurement bases for financial instruments is expected to be material to an entity's financial statements;</li> <li>b) AASB 101, to require entities to disclose their material accounting policy information rather than their significant accounting policies;</li> <li>c) AASB 108, to clarify how entities should distinguish changes in accounting policies and changes in accounting estimates;</li> <li>d) AASB 134, to identify material accounting policy information as a component of a complete set of financial statements; and</li> </ul> AASB Practice Statement 2, to provide guidance on how to apply the concept of materiality to accounting policy disclosures. | 1 January 2023                   | 31 December 2023              |





## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

### v. New standards and interpretations not yet adopted

The Group assessed that none of the new accounting standards and interpretations will have a material impact on the Group in the current or future reporting periods and on foreseeable future transactions.

### vi. New standards and interpretations adopted

Since 1 July 2022, the Group has adopted all Accounting Standards and Interpretations mandatory to annual periods beginning on or before 1 July 2022. Adoption of these standards and interpretations did not have a material effect on the financial position or performance of the Group.

## b) Foreign currency translation

### i. Functional and presentation currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in Australian dollars, which is the Group's functional and presentation currency.

### ii. Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the statement of profit or loss and other comprehensive income. Non-monetary assets and liabilities measured at historical cost are translated using the exchange rates at the date of the transaction (and not retranslated). Non-monetary assets and liabilities measured at fair value are translated using the exchange rates at the date when fair value was determined.

### iii. Group companies

The results and financial position of all the Group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- Assets and liabilities for each statement of financial position presented are translated at the closing rate at the date of that statement of financial position;
- Income and expenses for the statement of profit or loss and other comprehensive income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and
- All resulting exchange differences are recognised as a separate component of comprehensive income.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE SIX MONTHS ENDED 31 DECEMBER 2022

On consolidation, exchange differences arising from the translation of any net investment in foreign entities, and of borrowings and other financial instruments designated as hedges of such investments, are recognised in other comprehensive income. When a foreign operation is sold or any borrowings forming part of the net investment are repaid, a proportionate share of such exchange differences are recognised in the statement of profit or loss and other comprehensive income, as part of the gain or loss on sale where applicable. Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entities and translated at the closing rate.

### **c) Goods and services tax (GST and Brazilian equivalents)**

Revenues, expenses and assets are recognised net of the amount of GST except:

- when the GST (and equivalents) incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST (and equivalents) is recognised as part of the cost of acquisition of the asset or as part of the expense item as applicable; and
- receivables and payables, which are stated with the amount of GST (and equivalents) included.

The net amount of GST (and equivalents) recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

Cash flows are included in the statement of cash flows on a gross basis and the GST (and equivalents) component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority are classified as operating cash flows. Commitments and contingencies are disclosed net of the amount of GST (and equivalents) recoverable from, or payable to, the taxation authority.



## DIRECTORS DECLARATION

In the directors' opinion:

- (a) the attached financial statements and notes thereto are in accordance with the *Corporations Act 2001*, including:
  - (i) complying with Accounting Standards, the *Corporations Regulations 2001* and other mandatory professional reporting requirements; and
  - (ii) giving a true and fair view of the Group's financial position for the six-month period ended 31 December 2022 and of its performance for the financial period end on that date.
- (b) the financial statements and notes comply with International Financial Reporting Standards.
- (c) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

On behalf of the Directors



Anna Neuling  
**Non-Executive Chair**  
**31 March 2023**

**INDEPENDENT AUDITOR'S REPORT**

To the members of Tombador Iron Limited

**Report on the Audit of the Financial Report***Opinion*

We have audited the financial report of Tombador Iron Limited ("the Company") and its controlled entities ("the Group"), which comprises the consolidated statement of financial position as at 31 December 2022, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the period then ended, and notes to the financial statements, including a summary of significant accounting policies, and the directors' declaration.

In our opinion, the accompanying financial report of the Group is in accordance with the *Corporations Act 2001*, including:

- a) giving a true and fair view of the Group's financial position as at 31 December 2022 and of its financial performance for the period then ended; and
- b) complying with Australian Accounting Standards and the *Corporations Regulations 2001*.

*Basis for opinion*

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Group in accordance with the auditor independence requirements of the *Corporations Act 2001* and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* ("the Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

*Key audit matters*

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial report of the current period. These matters were addressed in the context of our audit of the financial report as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. We have determined the matters described below to be the key audit matters to be communicated in our report.

**hlb.com.au**

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HLB Mann Judd (WA Partnership) is a member of HLB International, the global advisory and accounting network.

| Key Audit Matter                                           | How our audit addressed the key audit matter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Revenue recognition</b><br>Refer to Notes 2 and 7       | <p data-bbox="916 434 1417 497">Our audit procedures included but were not limited to the following:</p> <ul data-bbox="916 510 1417 1279" style="list-style-type: none"> <li>- Read a sample of contracts with the customers to understand the key terms.</li> <li>- Considered when the Group satisfied its performance obligations under its contracts with its customers.</li> <li>- Agreed a sample of quantities sold to receiving reports from customers to confirm delivery of goods.</li> <li>- Agreed a sample of sales to invoices to customer.</li> <li>- Agreed a sample sales consideration receipts to bank statements.</li> <li>- Agreed a sample of shipping dates to the bill of lading.</li> <li>- Ensured that the accounting policies comply with Australian Accounting Standards.</li> <li>- Assessed the disclosures in the financial report.</li> </ul> |
| <b>Rehabilitation and restoration provision</b><br>Note 11 | <p data-bbox="916 1373 1417 1435">Our audit procedures included but were not limited to the following:</p> <ul data-bbox="916 1449 1417 2027" style="list-style-type: none"> <li>- Evaluated the Group's processes and controls in place with respect to the provision.</li> <li>- Considered an appropriate discount rate by analysing Brazil's current risk-free rate of interest, forecast future risk-free rate of interest and 10-year average risk-free rate.</li> <li>- Recalculated the rehabilitation and restoration provision.</li> <li>- Considered the impact of a range of sensitivities on the provision.</li> <li>- Assessed the disclosures in the financial report against the requirements of the accounting standards.</li> </ul>                                                                                                                           |

*Information other than the financial report and auditor's report thereon*

The directors are responsible for the other information. The other information comprises the information included in the Group's annual report the period ended 31 December 2022, but does not include the financial report and our auditor's report thereon.

Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

*Responsibilities of the directors for the financial report*

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view in accordance with Australian Accounting Standards and the *Corporations Act 2001* and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the ability of the Group to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Group or to cease operations, or have no realistic alternative but to do so.

*Auditor's responsibilities for the audit of the financial report*

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this financial report.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the financial report. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial report of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

## **Report on the Remuneration Report**

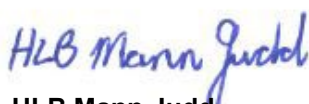
### *Opinion on the Remuneration Report*

We have audited the Remuneration Report included within the directors' report for the period ended 31 December 2022.

In our opinion, the Remuneration Report of Tombador Iron Limited for the period ended 31 December 2022 complies with section 300A of the *Corporations Act 2001*.

### *Responsibilities*

The directors of the Company are responsible for the preparation and presentation of the Remuneration Report in accordance with section 300A of the *Corporations Act 2001*. Our responsibility is to express an opinion on the Remuneration Report, based on our audit conducted in accordance with Australian Auditing Standards



**HLB Mann Judd**  
Chartered Accountants

**Perth, Western Australia**  
**31 March 2023**



**D I Buckley**  
Partner

## ADDITIONAL ASX INFORMATION

The shareholder information set out below was applicable as at the dates specified.

### Unlisted Securities (Current as at 28 March 2023)

|                                                                     | Number on Issue | Number of Holders |
|---------------------------------------------------------------------|-----------------|-------------------|
| TI1AA - unlisted options exercisable at \$0.052 expiring 14/10/2025 | 4,750,000       | 2                 |
| TI1AD - unlisted options exercisable at \$0.035 expiring 01/09/2023 | 15,000,000      | 37                |
| TI1AE - performance rights expiring 01/09/2025                      | 23,625,000      | 26                |
| TI1AE - performance rights expiring 22/12/2024                      | 7,500,000       | 4                 |

### Holders of over 20% of unlisted securities

There are no holders of more than 20% of unlisted securities as at 28 March 2023.

### Distribution of Equity Securities

#### Analysis of numbers of ordinary shareholders by size of holding:

|                                          | Holders      | Number of Units      | % of Issued Capital |
|------------------------------------------|--------------|----------------------|---------------------|
| above 0 up to and including 1,000        | 63           | 9,016                | 0.00                |
| above 1,000 up to and including 5,000    | 17           | 53,921               | 0.00                |
| above 5,000 up to and including 10,000   | 175          | 1,418,596            | 0.07                |
| above 10,000 up to and including 100,000 | 800          | 36,267,867           | 1.70                |
| above 100,000                            | 991          | 2,099,232,973        | 98.23               |
| <b>TOTALS:</b>                           | <b>2,046</b> | <b>2,136,982,373</b> | <b>100.00</b>       |

There are 478 holders holding less than a marketable parcel of ordinary shares based on the closing market price as at 28 March 2023.

### Ordinary Shares Subject to Escrow

There are no equity securities currently subject to either regulatory or voluntary escrow.

### On-market Buy-Back

There is no current on-market buy-back.

### Voting Rights

The voting rights attaching to each class of equity securities are set out below:

- Ordinary Shares: On a show of hands every member present at a meeting of by proxy shall have one vote and upon a poll each share shall have one vote.
- Options: The securities have no voting rights.
- Performance Rights: The securities have no voting rights.



## ADDITIONAL ASX INFORMATION

### Substantial Holders (Current as at 28 March 2023)

Substantial holders of equity securities in the Company as per the substantial shareholders notices are set out below:

| Holder Name                                          | Number of Shares | % of Issued Capital |
|------------------------------------------------------|------------------|---------------------|
| COLOMI SINGAPORE PTE LTD & MCRAE INVESTMENTS PTY LTD | 988,127,099      | 46.24%              |

### Equity Security Holders (Current as at 28 March 2023)

The names of the twenty largest holders of quoted equity securities (ordinary shares) are listed below:

|                | Holder Name                                                                                                      | Number of Shares     | % of Issued Capital |
|----------------|------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|
| 1              | COLOMI SINGAPORE PTE LTD                                                                                         | 944,463,354          | 44.20               |
| 2              | NORTRUST NOMINEES LIMITED                                                                                        | 86,005,337           | 4.02                |
| 3              | MCRAE INVESTMENTS PTY LTD                                                                                        | 43,663,745           | 2.04                |
| 4              | MANNWEST GROUP PTY LTD                                                                                           | 32,101,265           | 1.50                |
| 5              | BNP PARIBAS NOMINEES PTY LTD<br><IB AU NOMS RETAIL CLIENT DRP>                                                   | 31,892,160           | 1.49                |
| 6              | IRAL PTY LTD <IRAL A/C>                                                                                          | 25,000,000           | 1.17                |
| 7              | BNP PARIBAS NOMS PTY LTD <DRP>                                                                                   | 23,625,782           | 1.11                |
| 8              | MR JAMES MURCH & MRS CATHERINE MURCH<br><MINJAL SUPER FUND A/C>                                                  | 22,000,000           | 1.03                |
| 9              | JSC WEALTH MANAGEMENT PTY LTD                                                                                    | 20,316,859           | 0.95                |
| 10             | KEITH STUART LIDDELL & SHELAGH JANE LIDDELL                                                                      | 16,779,936           | 0.79                |
| 11             | MR SCOTT SPENCER PAPPIN & MRS TRACEY LEE PAPPIN<br><PAPPIN SUPER FUND A/C>                                       | 16,500,182           | 0.77                |
| 12             | BOODUP NOMINEES PTY LTD<br><OTTER SUPER FUND A/C>                                                                | 13,000,000           | 0.61                |
| 13             | UBS NOMINEES PTY LTD                                                                                             | 11,594,937           | 0.54                |
| 14             | THE MAMF GROUP PTY LTD                                                                                           | 11,359,384           | 0.53                |
| 15             | JOHN DAHLEN SUPERANNUATION FUND PTY LTD                                                                          | 10,718,000           | 0.50                |
| 16             | GIOKIR PTY LTD                                                                                                   | 9,287,334            | 0.43                |
| 17             | MUHLBAUER INVESTMENTS PTY LTD<br><MUHLBAUER FAMILY A/C>                                                          | 7,634,667            | 0.36                |
| 18             | CITICORP NOMINEES PTY LIMITED                                                                                    | 7,371,731            | 0.35                |
| 19             | SUPERHERO SECURITIES LIMITED <CLIENT A/C>                                                                        | 7,343,860            | 0.34                |
| 20             | MR ADAM LESLIE STEVENS & MRS ELISABETH JOY STEVENS<br>& MR MATTHEW ADAM LESLIE STEVENS<br><BOLD 1 SUPERFUND A/C> | 7,053,553            | 0.33                |
| <b>TOTALS:</b> |                                                                                                                  | <b>1,347,712,086</b> | <b>63.07</b>        |

## TENEMENT SCHEDULE

### Tenement Schedule at 31 December 2022

The Company's interests in tenements are set out below:

| Location | Project          | Tenement<br>Number | Ownership<br>% |
|----------|------------------|--------------------|----------------|
| Sento Sé | Tombador Project | 872.431/2003       | 100%           |



**TOMBADOR IRON**

**TOMBADOR IRON LIMITED**

SUITE 5, 85 FORREST STREET COTTESLOE WA 6011  
+61 8 6382 1805 [www.tombadoriron.com](http://www.tombadoriron.com)

**SCHEDULE 2 TO APPENDIX F**  
**TOMBADOR UNAUDITED FINANCIAL STATEMENTS**



**TOMBADOR IRON**

# Consolidated Interim Report

For half year ended 30 June 2025

# CORPORATE DIRECTORY

## DIRECTORS

|                      |                          |
|----------------------|--------------------------|
| Mr David Chapman     | (Non-Executive Chair)    |
| Ms Anna Neuling      | (Non-Executive Director) |
| Mr Keith Liddell     | (Non-Executive Director) |
| Mr Stephen Quantrill | (Executive Director)     |

## COMPANY SECRETARY

Ms Abby Macnish Niven

## AUDITORS

HLB Mann Judd  
Level 4, 130 Stirling Street  
Perth WA 6000

## SOLICITORS

Steinepreis Paganin  
Level 14, QV1  
250 St Georges Terrace  
Perth WA 6000

## BANKERS

National Australia Bank  
Level 32  
100 Miller Street  
North Sydney NSW 2060

## REGISTERED OFFICE

Tombador Iron Limited  
Suite 4.01, Level 4  
66 Kings Park Road  
West Perth WA 6005

## SHARE REGISTRY

Automic Registry Services  
Level 5  
191 St Georges Terrace  
Perth WA 6000

## STOCK EXCHANGE LISTING

The Company's share are listed and quoted  
On the Australian Securities Exchange Limited ("ASX").  
ASX Code: TI1

## WEBSITE ADDRESS

[www.tombadoriron.com](http://www.tombadoriron.com)

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## DIRECTORS' REPORT

The directors submit their report on the Group consisting of Tombador Iron Limited ("Tombador") and the entities it controlled (the "Group") for the six-month period ended 30 June 2025.

### DIRECTORS

|                      |                                                                                         |
|----------------------|-----------------------------------------------------------------------------------------|
| Mr David Chapman     | (Non - Executive Chair from 1 March 2025; Non – Executive Director to 28 February 2025) |
| Ms Anna Neuling      | (Non - Executive Director from 1 March 2025; Non – Executive Chair to 28 February 2025) |
| Mr Keith Liddell     | (Non - Executive Director)                                                              |
| Mr Stephen Quantrill | (Executive Director)                                                                    |

Directors have been in office since the start of the financial year to the date of the report, unless otherwise stated.

### Principal Activities

Tombador Iron Limited is an Australian publicly listed company. The Company sold the Tombador Iron Mineracao high grade iron ore project in Bahia State, Brazil in December 2023 and since then has been focusing on conducting due diligence on new projects for the Company to potentially acquire.

### SUMMARY REVIEW OF OPERATIONS

#### Operating Results

The profit for the Group for the 6-month period ended 30 June 2025 from continuing operations after providing for income tax amounted to \$732,687 (30 June 2024: loss \$277,206) and \$Nil (30 June 2024: loss \$153,977) from discontinued operations. At the reporting date the Group had cash and cash equivalents of \$9,549,109 (31 December 2024: \$10,809,687) and a net asset position of \$12,732,214 (31 December 2024: \$12,425,329).

#### Review of Operations

During the 6 months to 30 June 2025 the Company received \$350,194 of royalty payments related to the Tombador Iron Project.

The Company is currently in voluntary suspension from the Australian Stock Exchange (ASX) as it has sold its main undertaking, the Tombador Iron Project in Brazil in December 2023. Since the sale of the Company's project in December 2023, the Company has been continuing to work on identifying suitable investment opportunities in order to add a new asset to the Company.

As previously reported in the September 2024 quarterly report, and following a thorough assessment and evaluation process, the Company announced on 18 October 2024 on the ASX, that it had entered into a binding agreement to purchase 100% of the issued capital of Colomi Iron Mineração S.A. which holds the Colomi Iron project.





Following extensive investigations and due diligence work, the Board determined that it was unlikely that this acquisition could proceed given current market conditions for iron ore. In light of this, the Company continued assessing other suitable investment and acquisition opportunities in order to add a new asset.

Since 30 June 2025, on 18 August 2025 the Company announced a binding arrangement agreement, whereby Tombador Iron Limited will acquire 100% of the issued and outstanding shares of GoviEx Uranium Inc. by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia).

The transaction, with a proposed minimum capital raise of A\$5.0 million (before costs) through the issue of ordinary fully paid shares (with the ability to accept oversubscriptions up to a further A\$5.0 million before costs), will create an ASX-listed mineral resource company focused on exploration and development of uranium assets in Africa, the core asset being the 100%-owned Muntanga Uranium Project in the Republic of Zambia.

The transaction is conditional upon (amongst other things) approval of the Supreme Court of British Columbia, shareholder approval from both Tombador and GoviEx shareholders, completion of the Capital Raising and implementation of the Arrangement.

The combined company is to be renamed 'Atomic Eagle Limited', subject to shareholder approval.

The Company understands that it will be required to obtain shareholder approval for the transaction and will also need to re-comply with Chapters 1 and 2 of the ASX Listing Rules.

#### **Dividends Paid or Recommended**

No dividends were paid or declared during the financial period. No recommendation for the payment of dividends has been made.

#### **Significant Changes in the State of Affairs**

During the period, no matters or circumstances have arisen during the six-month period ended 30 June 2025 which have significantly affected the operating of the Company.

#### **Significant Events Occurring after the Reporting Date**

On 8 August 2025 A\$1,581,268 (BRL 5,863,545) was received by the Company following approval by the Federal Government of Brazil of PIS and COFINS tax refund requests submitted in 2023, related to tax refunds owed to the company from a period prior to the sale by Tombador of its wholly owned Brazilian subsidiary Tombador Iron Mineracao. The remaining tax receivable is under analysis with the Brazilian tax authorities and, if approved, is expected to be received in the second half of the financial year.

On 18 August 2025 the Company announced a binding arrangement agreement, whereby Tombador Iron Limited will acquire 100% of the issued and outstanding shares of GoviEx Uranium Inc. by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia). See further details in the Review of Operations section above.

#### **Auditor's Independence Declaration**

Section 307C of the Corporations Act 2001 requires our auditor, HLB Mann Judd, to provide the Directors of the Company with an Independence Declaration in relation to the review of the half-year financial report. This Independence Declaration is set out on page 7 and forms part of this Directors' report for the period ended 30 June 2025.

Signed in accordance with a resolution of Directors made pursuant to Section 306(3) of the Corporations Act 2001.

On behalf of the Directors,

A handwritten signature in dark ink, appearing to read 'D. Chapman', with a stylized, cursive script.

Mr David Chapman  
**Non-Executive Chair**

Perth, Western Australia  
8 September 2025

## AUDITOR'S INDEPENDENCE DECLARATION

As lead auditor for the review of the consolidated financial report of Tombador Iron Limited for the half-year ended 30 June 2025, I declare that to the best of my knowledge and belief, there have been no contraventions of:

- a) the auditor independence requirements of the *Corporations Act 2001* in relation to the review; and
- b) any applicable code of professional conduct in relation to the review.

Perth, Western Australia  
8 September 2025



**D B Healy**  
Partner

**hlb.com.au**

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# CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

For the half-year ended 30 June 2025

|                                                                                                          | Note | 6 months ended<br>30 June 2025<br>\$ | 6 months ended<br>30 June 2024<br>\$ |
|----------------------------------------------------------------------------------------------------------|------|--------------------------------------|--------------------------------------|
| <b>CONTINUING OPERATIONS</b>                                                                             |      |                                      |                                      |
| Royalty revenue                                                                                          |      | 1,086,262                            | 916,850                              |
| Other income                                                                                             |      | 115,745                              | 48,363                               |
| Salaries and wages                                                                                       |      | (297,837)                            | (295,672)                            |
| Consulting and legal fees                                                                                |      | (98,766)                             | (202,446)                            |
| Registry and listing fees                                                                                |      | (26,396)                             | (24,568)                             |
| Rent and variable outgoings                                                                              |      | (21,490)                             | (16,261)                             |
| Insurance                                                                                                |      | (47,781)                             | (72,302)                             |
| Business development                                                                                     |      | (216,526)                            | (292,176)                            |
| Administration and other expenses                                                                        |      | (44,712)                             | (109,222)                            |
| Currency gains/(losses)                                                                                  |      | 289,994                              | (227,833)                            |
| Loss on disposal of fixed assets                                                                         | 4    | (5,453)                              | -                                    |
| Depreciation expense                                                                                     | 4    | (353)                                | (1,939)                              |
| <b>Profit/(loss) before income tax</b>                                                                   |      | <b>732,687</b>                       | <b>(277,206)</b>                     |
| Tax expense                                                                                              | 2    | -                                    | -                                    |
| <b>Profit/(loss) after tax for the period from continuing operations</b>                                 |      | <b>732,687</b>                       | <b>(277,206)</b>                     |
| <b>DISCONTINUED OPERATIONS</b>                                                                           |      |                                      |                                      |
| Loss before income tax from discontinued operations                                                      |      | -                                    | (153,977)                            |
| Tax expense                                                                                              | 2    | -                                    | -                                    |
| <b>Loss after tax from discontinued operations</b>                                                       |      | <b>-</b>                             | <b>(153,977)</b>                     |
| <b>Total net profit/(loss) after income tax</b>                                                          |      | <b>732,687</b>                       | <b>(431,183)</b>                     |
| <b>Other comprehensive income</b>                                                                        |      |                                      |                                      |
| <i>Items that may be reclassified subsequently to profit or loss:</i>                                    |      |                                      |                                      |
| Exchange differences on translating foreign operations                                                   |      | (425,802)                            | 198,611                              |
| Other comprehensive (loss)/income for the period, net of tax                                             |      | (425,802)                            | 198,611                              |
| <b>Total comprehensive profit/(loss) for period</b>                                                      |      | <b>306,885</b>                       | <b>(232,572)</b>                     |
| <b>Earnings/(loss) attributable to members of the parent entity</b>                                      |      |                                      |                                      |
| Earnings/(loss) per share from Continuing Operations attributable to the owners of Tombador Iron Limited |      |                                      |                                      |
| Basic and diluted earnings/(loss) per share (cents)                                                      | 7    | 0.85                                 | (0.32)                               |
| Earnings/(loss) per share attributable to the owners of Tombador Iron Limited                            |      |                                      |                                      |
| Basic and diluted earnings/(loss) per share (cents)                                                      |      | 0.85                                 | (0.50)                               |

The above consolidated statement of profit or loss and other comprehensive income should be read in conjunction with the accompanying notes.



## CONSOLIDATED STATEMENT OF FINANCIAL POSITION

As at 30 June 2025

|                                  | Note | 30 June 2025<br>\$ | 31 December 2024<br>\$ |
|----------------------------------|------|--------------------|------------------------|
| <b>Current Assets</b>            |      |                    |                        |
| Cash and cash equivalents        | 3a   | 9,549,109          | 10,809,687             |
| Trade and other receivables      | 3b   | 3,186,580          | 2,304,237              |
| Other assets                     |      | 87,696             | 55,454                 |
| <b>Total Current Assets</b>      |      | <b>12,823,385</b>  | <b>13,169,378</b>      |
| <b>Non-Current Assets</b>        |      |                    |                        |
| Property, plant, and equipment   | 4    | 1,070              | 6,876                  |
| <b>Total Non-Current Assets</b>  |      | <b>1,070</b>       | <b>6,876</b>           |
| <b>Total Assets</b>              |      | <b>12,824,455</b>  | <b>13,176,254</b>      |
| <b>Current Liabilities</b>       |      |                    |                        |
| Trade and other payables         | 3c   | 92,241             | 750,925                |
| <b>Total Current Liabilities</b> |      | <b>92,241</b>      | <b>750,925</b>         |
| <b>Total Liabilities</b>         |      | <b>92,241</b>      | <b>750,925</b>         |
| <b>Net Assets</b>                |      | <b>12,732,214</b>  | <b>12,425,329</b>      |
| <b>Equity</b>                    |      |                    |                        |
| Share Capital                    | 5    | 36,471,957         | 36,471,957             |
| Reserves                         | 6    | 1,200,320          | 1,626,122              |
| Accumulated losses               |      | (24,940,063)       | (25,672,750)           |
| <b>Total Equity</b>              |      | <b>12,732,214</b>  | <b>12,425,329</b>      |

The above consolidated statement of financial position should be read in conjunction with the accompanying notes.



## CONSOLIDATED STATEMENT OF CHANGES OF EQUITY

For the half-year ended 30 June 2025

|                                                         | Issued Capital    | Accumulated losses  | Foreign Currency Translation Reserve | Share-based Payment Reserve | Total Equity      |
|---------------------------------------------------------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------|
|                                                         | \$                | \$                  | \$                                   | \$                          | \$                |
| Balance at 1 January 2025                               | 36,471,957        | (25,672,750)        | 384,194                              | 1,241,928                   | 12,425,329        |
| Profit for the period                                   | -                 | 732,687             | -                                    | -                           | 732,687           |
| Other comprehensive loss                                | -                 | -                   | (425,802)                            | -                           | (425,802)         |
| <b>Total comprehensive income/(loss) for the period</b> | <b>-</b>          | <b>732,687</b>      | <b>(425,802)</b>                     | <b>-</b>                    | <b>306,885</b>    |
| <b>Balance at 30 June 2025</b>                          | <b>36,471,957</b> | <b>(24,940,063)</b> | <b>(41,608)</b>                      | <b>1,241,928</b>            | <b>12,732,214</b> |

For the half-year ended 30 June 2024

|                                                         | Issued Capital    | Accumulated losses  | Foreign Currency Translation Reserve | Share-based Payment Reserve | Total Equity      |
|---------------------------------------------------------|-------------------|---------------------|--------------------------------------|-----------------------------|-------------------|
|                                                         | \$                | \$                  | \$                                   | \$                          | \$                |
| Balance at 1 January 2024                               | 36,471,957        | (24,487,214)        | (227,985)                            | 1,421,858                   | 13,178,616        |
| Loss for the period                                     | -                 | (431,183)           | -                                    | -                           | (431,183)         |
| Other comprehensive income                              | -                 | -                   | 198,611                              | -                           | 198,611           |
| <b>Total comprehensive (loss)/income for the period</b> | <b>-</b>          | <b>(431,183)</b>    | <b>198,611</b>                       | <b>-</b>                    | <b>(232,572)</b>  |
| <b>Balance at 30 June 2024</b>                          | <b>36,471,957</b> | <b>(24,918,397)</b> | <b>(29,374)</b>                      | <b>1,421,858</b>            | <b>12,946,044</b> |

The above consolidated statement of changes in equity should be read in conjunction with the accompanying notes.

## CONSOLIDATED STATEMENT OF CASH FLOWS

For the half-year ended 30 June 2025

|                                                             | 6 months ended<br>30 June 2025<br>\$ | 6 months ended<br>30 June 2024<br>\$ |
|-------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Cash Flows from Operating Activities</b>                 |                                      |                                      |
| Payments to suppliers and employees                         | (836,400)                            | (1,174,467)                          |
| Interest income                                             | 115,745                              | 48,364                               |
| Income tax paid                                             | (608,033)                            | -                                    |
| Royalty receipts                                            | 350,194                              | 453,193                              |
| <b>Net cash outflow from operating activities</b>           | <b>(978,494)</b>                     | <b>(672,910)</b>                     |
| <b>Cash Flows from Investing Activities</b>                 |                                      |                                      |
| Proceeds from disposal of subsidiaries                      | -                                    | 2,675,800                            |
| <b>Net cash inflow from investing activities</b>            | <b>-</b>                             | <b>2,675,800</b>                     |
| <b>Cash Flows from Financing Activities</b>                 |                                      |                                      |
| <b>Net cash outflow from financing activities</b>           | <b>-</b>                             | <b>-</b>                             |
| <b>Net (decrease)/increase in cash and cash equivalents</b> | <b>(978,494)</b>                     | <b>2,002,890</b>                     |
| Cash and cash equivalents at the start of the period        | 10,809,687                           | 8,616,606                            |
| Exchange rate adjustment                                    | (282,084)                            | 223,100                              |
| <b>Cash and cash equivalents at the end of the period</b>   | <b>9,549,109</b>                     | <b>10,842,596</b>                    |

The above consolidated statement of cash flows should be read in conjunction with the accompanying notes.

# NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

## Contents of the notes to the financial statements

1. Segment information
2. Taxation
3. Financial assets and financial liabilities
4. Plant and equipment
5. Share capital
6. Reserves
7. Earnings per share
8. Commitments and contingencies
9. Subsequent events
10. Basis of preparation



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### How our numbers are calculated:

This section provides additional information about those individual line items in the financial statements that the directors consider most relevant in the context of the operation of the Group, including:

- Accounting policies that are relevant for an understanding of the items recognised in the financial statements. These cover situations where the accounting standards either allow a choice or do not deal with the particular type of transaction.
- Analysis, including segment information.
- Information about estimates and judgements made in relation to particular items.

### 1. Segment information

The Group is organised into three operating segments:

- Corporate segment in Australia (Tombador Iron Limited)
- Corporate segment in Singapore (Tombador Iron Singapore Pte Limited)
- Discontinued Tombador Iron Ore Project in Brazil (Tombador Iron Mineracao Ltda).

Operating segments are reported in a manner that is consistent with the internal reporting provided to the chief operating decision maker. The chief operating decision-maker has been identified as the Board of Directors of Tombador Iron Limited. The following table presents the revenue, results and certain asset and liability information regarding the segment information provided to the Board of Directors for the six-month period ended 30 June 2025.

## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 1. Segment information

|                                                        | Australia<br>\$ | Singapore<br>\$ | Discontinued<br>\$ | Elimination<br>\$ | Consolidated<br>\$ |
|--------------------------------------------------------|-----------------|-----------------|--------------------|-------------------|--------------------|
| <b>Segment performance 6 months ended 30 June 2025</b> |                 |                 |                    |                   |                    |
| Royalty revenue                                        | -               | 1,086,262       | -                  | -                 | <b>1,086,262</b>   |
| Other income                                           | 115,745         | -               | -                  | -                 | <b>115,745</b>     |
| Profit/(loss) before tax                               | (567,002)       | 1,299,689       | -                  | -                 | <b>732,687</b>     |
| Profit/(loss) after tax                                | (567,002)       | 1,299,689       | -                  | -                 | <b>732,687</b>     |
| Depreciation                                           | (353)           | -               | -                  | -                 | <b>(353)</b>       |
| Finance cost                                           | -               | -               | -                  | -                 | -                  |
| <b>Segment performance 6 months ended 30 June 2024</b> |                 |                 |                    |                   |                    |
| Royalty revenue                                        | -               | 916,850         | -                  | -                 | <b>916,850</b>     |
| Other income                                           | 48,363          | -               | -                  | -                 | <b>48,363</b>      |
| Profit/(loss) before tax                               | (730,756)       | 453,550         | (153,977)          | -                 | <b>(431,183)</b>   |
| Profit/(loss) after tax                                | (730,756)       | 453,550         | (153,977)          | -                 | <b>(431,183)</b>   |
| Depreciation                                           | (1,939)         | -               | -                  | -                 | <b>(1,939)</b>     |
| Finance cost                                           | -               | -               | -                  | -                 | -                  |

|                               | Australia<br>\$ | Singapore<br>\$ | Discontinued<br>\$ | Elimination<br>\$ | Consolidated<br>\$ |
|-------------------------------|-----------------|-----------------|--------------------|-------------------|--------------------|
| <b>As at 30 June 2025</b>     |                 |                 |                    |                   |                    |
| Segment Assets                | 20,538,488      | 8,424,953       | -                  | (16,138,986)      | <b>12,824,455</b>  |
| Segment Liabilities           | 96,747          | (4,506)         | -                  | -                 | <b>92,241</b>      |
| <b>As at 31 December 2024</b> |                 |                 |                    |                   |                    |
| Segment Assets                | 21,733,355      | 7,581,885       | -                  | (16,138,986)      | <b>13,176,254</b>  |
| Segment Liabilities           | 724,611         | 26,314          | -                  | -                 | <b>750,925</b>     |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 2. Taxation

|                                                                                                                                                                   | Consolidated Entity            |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|
|                                                                                                                                                                   | 6 months ended<br>30 June 2025 | 6 months ended<br>30 June 2024 |
|                                                                                                                                                                   | \$                             | \$                             |
| <b>Tax Expense</b>                                                                                                                                                |                                |                                |
| Current tax expense                                                                                                                                               | -                              | -                              |
| Income tax expense is attributable to:                                                                                                                            |                                |                                |
| Loss from continuing operations                                                                                                                                   | -                              | -                              |
| Loss from discontinuing operations                                                                                                                                | -                              | -                              |
|                                                                                                                                                                   | -                              | -                              |
| <b>The prima facie income tax expense on pre-tax accounting loss from operations reconciles to the income tax expense in the financial statements as follows:</b> |                                |                                |
| Profit/(loss) from continuing operations before income tax expense                                                                                                | 732,687                        | (277,206)                      |
| Loss from discontinuing operations before income tax expense                                                                                                      | -                              | (153,977)                      |
| Accounting profit/(loss) before income tax                                                                                                                        | 732,687                        | (431,183)                      |
| Income tax expense/(benefit) calculated at 30% (30 June 2024:30%)                                                                                                 | 219,806                        | (129,355)                      |
| Tax effect of amounts which are not deductible/(taxable) in calculating taxable income                                                                            |                                |                                |
| Non-deductible expenses                                                                                                                                           | 16,336                         | 28,968                         |
| Other assessable income                                                                                                                                           | 135,810                        | -                              |
| Current year tax losses not recognised                                                                                                                            | 24                             | 321,175                        |
| Non-assessable income                                                                                                                                             | (341,199)                      | (89,872)                       |
| Movement in unrecognised temporary differences                                                                                                                    | (10,522)                       | (31,973)                       |
| Deductible equity raising costs                                                                                                                                   | (20,255)                       | (98,943)                       |
| <b>Income tax expense attributable to entity</b>                                                                                                                  | -                              | -                              |
| Income tax expense – continuing operations                                                                                                                        | -                              | -                              |
| Income tax expense – discontinued operations                                                                                                                      | -                              | -                              |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### Deferred tax balances

For the 6-months to 30 June 2025, net deferred tax assets of \$2,384,352 (31 December 2024: \$2,514,048) have not been recognised in terms of AASB112 Income Taxes. The Parent Company does not currently have foreseeable future taxable profits against which the deductible temporary differences and unused tax losses comprising this net deferred tax amount may be utilised.

|                                                                                                        | Consolidated Entity             |                                     |
|--------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------|
|                                                                                                        | 30 June<br>2025<br>\$<br>30.00% | 31 December<br>2024<br>\$<br>30.00% |
| <b>Recognised deferred tax assets and liabilities</b>                                                  |                                 |                                     |
| <b>Deferred tax assets</b>                                                                             |                                 |                                     |
| Employee provisions                                                                                    | 6,611                           | 4,213                               |
| Other provisions and accruals                                                                          | 7,500                           | 2,498                               |
| Blackhole – previously expensed                                                                        | 2,742                           | -                                   |
|                                                                                                        | <u>16,853</u>                   | <u>6,711</u>                        |
| Set-off of deferred tax liabilities                                                                    | (16,853)                        | (6,711)                             |
| <b>Net deferred tax assets</b>                                                                         | <u>-</u>                        | <u>-</u>                            |
| <b>Deferred tax liabilities</b>                                                                        |                                 |                                     |
| Prepayments                                                                                            | (16,532)                        | (4,648)                             |
| Plant and equipment                                                                                    | (321)                           | (2,063)                             |
| Gross deferred tax liabilities                                                                         | <u>(16,853)</u>                 | <u>(6,711)</u>                      |
| Set-off of deferred tax liabilities                                                                    | <u>16,853</u>                   | <u>6,711</u>                        |
| <b>Net deferred tax liabilities</b>                                                                    | <u>-</u>                        | <u>-</u>                            |
| <b>Unused tax losses and temporary differences for which no deferred tax asset has been recognised</b> |                                 |                                     |
| Deferred tax assets have not been recognised in respect of the following using corporate tax rates of: | 30.00%                          | 30.00%                              |
| Deductible temporary differences                                                                       | 27,108                          | 156,828                             |
| Tax revenue losses                                                                                     | 2,320,613                       | 2,320,589                           |
| Tax capital losses                                                                                     | 36,631                          | 36,631                              |
| <b>Total unrecognised deferred tax assets</b>                                                          | <u><b>2,384,352</b></u>         | <u><b>2,514,048</b></u>             |

The corporate tax rates on both recognised and unrecognised deferred tax assets and deferred tax liabilities have been calculated with respect to the tax rate that is expected to apply in the year the deferred tax asset is realised or the liability is settled.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 3. Financial assets and financial liabilities

The Group holds the following financial instruments:

|                                    |           | Consolidated Entity |                  |
|------------------------------------|-----------|---------------------|------------------|
|                                    |           | 30 June 2025        | 31 December 2024 |
|                                    |           | \$                  | \$               |
| <b>Financial assets</b>            |           |                     |                  |
| Financial assets at amortised cost |           |                     |                  |
| Cash and cash equivalents          | <b>3a</b> | 9,549,109           | 10,809,687       |
| Trade and other receivables        | <b>3b</b> | 3,186,580           | 2,304,237        |
| <b>Financial liabilities</b>       |           |                     |                  |
| Liabilities at amortised cost      |           |                     |                  |
| Trade and other payables           | <b>3c</b> | 92,241              | 750,925          |

#### a) Cash and cash equivalents

|                          |  | Consolidated Entity |                  |
|--------------------------|--|---------------------|------------------|
|                          |  | 30 June 2025        | 31 December 2024 |
|                          |  | \$                  | \$               |
| Cash at bank and on hand |  | 9,549,109           | 10,809,687       |

Cash and cash equivalents comprise cash on hand which are subject to an insignificant risk of changes in value.

#### b) Trade and other receivables

|                  |  | Consolidated Entity |                  |
|------------------|--|---------------------|------------------|
|                  |  | 30 June 2025        | 31 December 2024 |
|                  |  | \$                  | \$               |
| <b>Current</b>   |  |                     |                  |
| Other receivable |  | 2,303,004           | 2,127,738        |
| Accrued revenue  |  | 883,576             | 176,499          |
|                  |  | <u>3,186,580</u>    | <u>2,304,237</u> |

The Directors consider that the carrying amount of trade and other receivables approximates their fair value. All amounts are considered short term, and none are past due. The Other receivable consists of the PIS and COFINS tax refunds, and the accrued revenue consists of royalty payments accrued for sales during the reporting period.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### c) Trade and other payables

|                             | Consolidated Entity |                  |
|-----------------------------|---------------------|------------------|
|                             | 30 June 2025        | 31 December 2024 |
|                             | \$                  | \$               |
| Trade creditors             | 33,629              | 52,798           |
| Accruals and other payables | 58,612              | 698,127          |
|                             | <b>92,241</b>       | <b>750,925</b>   |

The Directors consider that the carrying amount of trade and other payables approximates their fair value. All amounts are considered short term, and none are past due.

### 4. Plant and equipment

|                           | Consolidated Entity |                  |
|---------------------------|---------------------|------------------|
|                           | 30 June 2025        | 31 December 2024 |
|                           | \$                  | \$               |
| Software and IT equipment | 1,070               | 6,876            |

#### Movement in carrying amounts of plant and equipment

|                                    | Software and IT equipment | Consolidated Entity Total |
|------------------------------------|---------------------------|---------------------------|
|                                    | \$                        | \$                        |
| <b>Balance at 1 January 2024</b>   | <b>13,575</b>             | <b>13,575</b>             |
| Depreciation expense               | (6,699)                   | (6,699)                   |
| <b>Balance at 31 December 2024</b> | <b>6,876</b>              | <b>6,876</b>              |
| Depreciation expense               | (353)                     | (353)                     |
| Disposals                          | (5,453)                   | (5,453)                   |
| <b>Balance at 30 June 2025</b>     | <b>1,070</b>              | <b>1,070</b>              |
| Cost                               | 19,393                    | <b>19,393</b>             |
| Depreciation                       | (12,517)                  | <b>(12,517)</b>           |
| <b>Balance at 31 December 2024</b> | <b>6,876</b>              | <b>6,876</b>              |
| Cost                               | 3,563                     | <b>3,563</b>              |
| Accumulated Depreciation           | (2,493)                   | <b>(2,493)</b>            |
| <b>Balance at 30 June 2025</b>     | <b>1,070</b>              | <b>1,070</b>              |



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 5. Share capital

#### a) Issued share capital

|                            | 30 June 2025 |            | 31 December 2024 |            |
|----------------------------|--------------|------------|------------------|------------|
|                            | Number       | \$         | Number           | \$         |
| Ordinary shares fully paid | 86,324,684   | 36,471,957 | 86,324,684       | 36,471,957 |

#### b) Movement in ordinary share capital

| Date       | Details                                   | Number of shares | \$         |
|------------|-------------------------------------------|------------------|------------|
| 01/01/2024 | Balance at the beginning of the year      | 2,158,107,373    | 36,471,957 |
| 05/09/2024 | Consolidation of shares (1 for 25 shares) | (2,071,782,689)  | -          |
| 31/12/2024 | Balance at the end of the year            | 86,324,684       | 36,471,957 |
| 30/06/2025 | Closing balance                           | 86,324,684       | 36,471,957 |

#### Accounting policy

Ordinary shares are classified as equity. Costs directly attributable to the issue of new shares or options are recorded in equity as a deduction, net of tax, from the proceeds.

#### Terms and conditions of ordinary shares

Holders of ordinary shares are entitled to receive dividends as declared from time to time and are entitled to one vote per share at shareholders' meetings. In the event of winding up of the Group, ordinary shareholders rank after all other shareholders and creditors are fully entitled to any proceeds of liquidations.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 6. Reserves

|                                      | Consolidated Entity |                  |
|--------------------------------------|---------------------|------------------|
|                                      | 30 June 2025        | 31 December 2024 |
|                                      | \$                  | \$               |
| Share-based payment reserve          | 1,241,928           | 1,241,928        |
| Foreign currency translation reserve | (41,608)            | 384,194          |
|                                      | <b>1,200,320</b>    | <b>1,626,122</b> |

| Movement reconciliation in share-based payment reserve                                                        | Number of options | Number of Performance Rights | \$               |
|---------------------------------------------------------------------------------------------------------------|-------------------|------------------------------|------------------|
| <b>On issue at 1 January 2024</b>                                                                             | <b>4,750,000</b>  | <b>13,750,000</b>            | <b>1,421,858</b> |
| Consolidation of shares (1 for 25 shares)                                                                     | (4,560,000)       | (13,200,000)                 | -                |
| Performance rights expired                                                                                    | -                 | (450,000)                    | -                |
| Reversal of share-based payment expense for performance rights issued in previous years that expired unvested | -                 | -                            | (179,930)        |
| <b>On issue at 31 December 2024</b>                                                                           | <b>190,000</b>    | <b>100,000</b>               | <b>1,241,928</b> |
| <b>On issue 30 June 2025</b>                                                                                  | <b>190,000</b>    | <b>100,000</b>               | <b>1,241,928</b> |

#### Nature and purpose of reserves

##### a) Share-based payment reserve

The share-based payments reserve is used to recognise:

- the grant date fair value of options issued to consultants, employees and directors but not exercised
- the grant date fair value of shares issued to consultants, employees and directors.
- the grant date fair value of performance rights issued to consultants, employees and directors.

##### b) Foreign currency translation reserve

Exchange differences arising on translation of the foreign controlled entity are recognised in other comprehensive income and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed of.





## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 7. Earnings per share (EPS)

Earnings per ordinary share is calculated on the Group's profit after tax of \$732,687 and the weighted average number of shares in issue during the period of 86,324,684 (31 December 2024: 86,324,684) and the weighted average number of dilutive potential ordinary shares of 86,614,684 (31 December 2024: 86,324,684).

|                                                  | Consolidated Entity                     |                                         |
|--------------------------------------------------|-----------------------------------------|-----------------------------------------|
|                                                  | 6 months ended<br>30 June 2025<br>cents | 6 months ended<br>30 June 2024<br>cents |
| <b>Basic and diluted profit/(loss) per share</b> |                                         |                                         |
| From continuing operations                       | 0.85                                    | (0.32)                                  |
| From discontinuing operations                    | -                                       | (0.18)                                  |
| Total basic and diluted profit/(loss) per share  | 0.85                                    | (0.50)                                  |

### 8. Commitments and contingencies

There are no other commitments or contingent liabilities outstanding at 30 June 2025 (31 December 2024: \$nil).



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 9. Subsequent events

On 8 August 2025 A\$1,581,268 (BRL 5,863,545) was received by the Company following approval by the Federal Government of Brazil of PIS and COFINS tax refund requests submitted in 2023, related to tax refunds owed to the company from a period prior to the sale by Tombador of its wholly owned Brazilian subsidiary Tombador Iron Mineracao. The remaining tax receivable is expected to be received in the second half of the financial year.

On 18 August 2025 the Company announced a binding arrangement agreement, whereby Tombador Iron Limited will acquire 100% of the issued and outstanding shares of GoviEx Uranium Inc. by way of a statutory plan of arrangement under the Business Corporations Act (British Columbia).

The transaction, with a proposed minimum capital raise of A\$5.0 million (before costs) through the issue of ordinary fully paid shares (with the ability to accept oversubscriptions up to a further A\$5.0 million before costs), will create an ASX-listed mineral resource company focused on exploration and development of uranium assets in Africa, the core asset being the 100%-owned Muntanga Uranium Project in the Republic of Zambia.

The transaction is conditional upon (amongst other things) approval of the Supreme Court of British Columbia, shareholder approval from both Tombador and GoviEx shareholders, completion of the Capital Raising and implementation of the Arrangement.

The combined company is to be renamed 'Atomic Eagle Limited', subject to shareholder approval.

The Company understands that it will be required to obtain shareholder approval for the transaction and will also need to re-comply with Chapters 1 and 2 of the ASX Listing Rules.

No other matters or circumstances have arisen since the end of the six-month period ended 30 June 2025 which have significantly affected or may significantly affect the operating of the Group, the results of those operations, or state of affairs of the Group in future financial years.

### 10. Basis of preparation

This condensed consolidated interim financial report for the half year ended 30 June 2025 has been prepared in accordance with Accounting Standard AASB 134 Interim Financial Reporting and the Corporation Act 2001. Compliance with AASB 134 ensures compliance with IAS 34 Interim Financial Reporting.

The interim report does not include all the notes of the type normally included in an annual financial report. Accordingly, this report is to be read in conjunction with any public announcements made by the Group during the interim reporting period in accordance with the continuous disclosure requirements of the Corporation Act 2001.

The accounting policies and computations adopted and applied by the Group are consistent with those of the previous financial year and corresponding interim reporting period. New and amended standard standards adopted by the Group in the current reporting period had no material impact.



## NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS FOR THE HALF-YEAR ENDED 30 JUNE 2025

### 10. Basis of preparation (continued)

*a) Amendments to Accounting Standards and new interpretations that are mandatory effective from the current reporting period*

The Group has adopted all the new and revised Standards and Interpretations issued by the Australian Accounting Board (the AASB) that are relevant to its operations and effective for the current reporting period. There has been no impact on the Group results as a result of these new standards.

Any new or amended Accounting Standards or Interpretation that are not yet mandatory have not been early adopted.



## DIRECTORS DECLARATION

In the directors' opinion:

- (a) the attached financial statements and notes thereto are in accordance with the *Corporations Act 2001*, including:
  - (i) complying with Accounting Standards, the *Corporations Regulations 2001* and other mandatory professional reporting requirements; and
  - (ii) giving a true and fair view of the Group's financial position as at 30 June 2025 and of its performance for the financial period ended on that date.
- (b) the financial statements and notes comply with International Financial Reporting Standards.
- (c) there are reasonable grounds to believe that the Company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

On behalf of the Directors



David Chapman  
**Non-Executive Chair**  
8 September 2025



## **INDEPENDENT AUDITOR'S REVIEW REPORT**

To the Members of Tombador Iron Limited

### **Report on the Condensed Interim Financial Report**

#### *Conclusion*

We have reviewed the interim financial report of Tombador Iron Limited (the "Company") and its controlled entities (the "Group"), which comprises the condensed consolidated statement of financial position as at 30 June 2025, the condensed consolidated statement of profit or loss and other comprehensive income, the condensed consolidated statement of changes in equity and the condensed consolidated statement of cash flows for the half-year ended on that date, selected explanatory notes, and the directors' declaration, for the Group comprising the Company and the entities it controlled at the half-year end or from time to time during the half-year.

Based on our review, which is not an audit, we have not become aware of any matter that makes us believe that the accompanying interim financial report of Tombador Iron Limited does not comply with the *Corporations Act 2001* including:

- (a) giving a true and fair view of the Group's financial position as at 30 June 2025 and of its performance for the half-year ended on that date; and
- (b) complying with Accounting Standard AASB 134 *Interim Financial Reporting* and the *Corporations Regulations 2001*.

#### *Basis for Conclusion*

We conducted our review in accordance with ASRE 2410 *Review of a Financial Report Performed by the Independent Auditor of the Entity*. Our responsibility is further described in the *Auditor's Responsibility for the Review of the Financial Report* section of our report. We are independent of the company in accordance with the auditor independence requirements of the *Corporations Act 2001* and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants (including Independence Standards)* (the "Code") that are relevant to our audit of the annual financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

#### *Responsibility of the Directors for the Financial Report*

The directors of the Company are responsible for the preparation of the interim financial report that gives a true and fair view in accordance with Australian Accounting Standards and the *Corporations Act 2001* and for such internal control as the directors determine is necessary to enable the preparation of the interim financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

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*Auditor's Responsibility for the Review of the Financial Report*

Our responsibility is to express a conclusion on the interim financial report based on our review. ASRE 2410 requires us to conclude whether we have become aware of any matter that makes us believe that the interim financial report is not in accordance with the *Corporations Act 2001* including giving a true and fair view of the Group's financial position as at 30 June 2025 and its performance for the half-year ended on that date, and complying with Accounting Standard AASB 134 *Interim Financial Reporting* and the *Corporations Regulations 2001*.

A review of an interim financial report consists of making enquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with Australian Auditing Standards and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

*Independence*

In conducting our review, we have complied with the independence requirements of the *Corporations Act 2001*.



**HLB Mann Judd**  
**Chartered Accountants**

**Perth, Western Australia**  
**8 September 2025**



**D B Healy**  
**Partner**



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## APPENDIX G INFORMATION CONCERNING THE COMBINED COMPANY

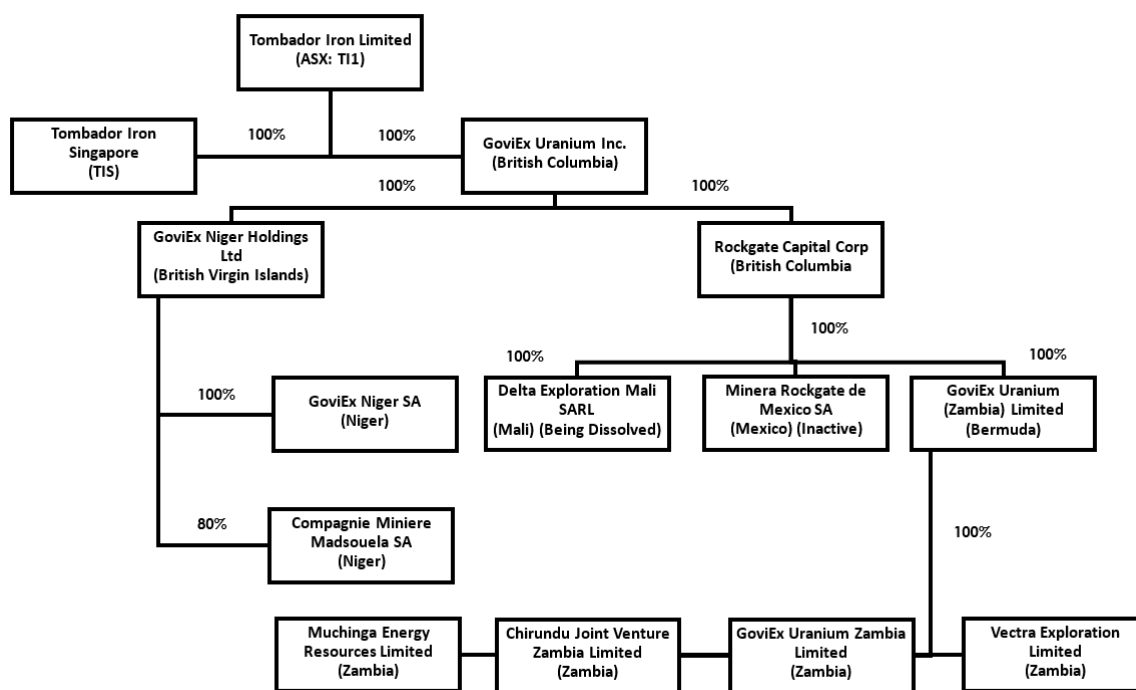
The following section of this Circular contains forward-looking information. Readers are cautioned that actual results may vary. See “*Management Information Circular – Cautionary Note Regarding Forward Looking Statements*”. Capitalized terms used but not otherwise defined in this Appendix G shall have the meaning ascribed to them in this Circular.

### Overview

At the Effective Time, GoviEx will become a wholly-owned subsidiary of Tombador and Tombador will change its name to ‘*Atomic Eagle Limited*’.

As a result of the Arrangement and on the Effective Date, existing Tombador Shareholders and GoviEx Shareholders (excluding Optionholders and Warrantheolders and assuming no GoviEx Options or GoviEx Warrants are exercised prior to the Effective Date) are expected to own approximately 25% and 75%, respectively, of the outstanding Tombador Shares, based on the number of securities of Tombador and GoviEx issued and outstanding as at the date of this Circular, excluding (i) the Tombador Shares issuable upon exercise of the Replacement Options to be issued to Optionholders and Warrantheolders under the Arrangement, (ii) the issuance of the Capital Raising Shares and (iii) other Tombador Shares issued in connection with the Transaction.

The following chart sets forth the Combined Company, the Combined Company’s Subsidiaries and its indirect interest in the Muntanga Project following completion of the Arrangement.



### Notes:

- (1) GoviEx Uranium Zambia Limited is the registered holder of mining licences Muntanga (13880-HQ-LML) and Dibbwi (13881-HQ-LML) and exploration licence Nabbanda (22803-HQ-LEL).
- (2) Chirundu Joint Venture Zambia Limited is the registered holder of mining licence Chirundu (12634-HQ-LML) and exploration licence Chirundu\_Ext (22075-HQ-LEL).
- (3) Muchinga Energy Resources Limited is the registered holder of mining licence Kariba Valley (38555-HQ-LML).

On completion of the Arrangement, the strategy of the Combined Company will be primarily focused on undertaking exploration and development activities on the Muntanga Uranium Project.

The Combined Company will aim to progressively transition from a junior exploration and development company



(subject to the results of exploration activities, technical studies and the availability of suitable funding), to a uranium producer, delivering growth and value for Shareholders.

The Combined Company's main objectives on completion are:

- (a) systematically explore and seek to develop the Muntanga Uranium Project, including undertaking studies to define the development path for the Muntanga Uranium Project, to increase the Muntanga Uranium Project's value;
- (b) increase the size and quality of the existing Mineral Resource estimate, and convert a portion of the Mineral Resource estimate to an Ore Reserve;
- (c) evaluate opportunities for mineral production at the Muntanga Uranium Project, assuming exploration and development success; and
- (d) implement a growth strategy and actively canvass other mineral exploration and resource opportunities which have the potential to generate growth and value for Shareholders.

In addition to the points noted above, the board of the Combined Company will consider and evaluate the merits of any acquisition and investment opportunities that arise depending on current market sentiments and the Combined Company's current finances and appetite for additional assets. The Combined Company has not identified any acquisition or investment opportunities for evaluation as at the date of this Circular.

In addition, the Combined Company intends to engage in the evaluation and potential acquisition of further mineral exploration projects in Africa that the Combined Company Board believes will broaden the asset base and reduce portfolio risk.

### **Description of Mineral Properties**

On completion of the Arrangement, the Combined Company's material mineral property will be the Muntanga Project.

For a description of the material contracts relating to the Muntanga Project, please refer to "*Information Concerning GoviEx – Material Contracts Relating to the Muntanga Project*" in the Circular.

### **Description of Share Capital**

The authorized share capital of the Combined Company following completion of the Arrangement will continue to be as described in Appendix F attached to this Circular and the rights and restrictions of the Tombador Shares will remain unchanged.

Based on the outstanding securities of GoviEx as of September 10, 2025, Tombador expects to issue: (i) up to approximately 258,990,559 Consideration Shares, and (ii) 95,892,041 Replacement Options. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

On completion of the Arrangement (and excluding the effect of the issuance of the Capital Raising Shares and other Tombador Shares issued in connection with the Transaction), assuming that the current number of Tombador Shares and GoviEx Shares outstanding does not change from the respective dates of the information provided herein, it is expected that the total number of Tombador Shares issued and outstanding will be 345,315,243, subject to finalization of the Tombador Re-Compliance Prospectus, on an undiluted basis excluding the Tombador Shares issuable upon exercise of the Replacement Options to be issued to GoviEx's Optionholders and Warrantholders. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-

Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### **Capital Raising Shares**

Tombador intends to complete the Tombador Capital Raising upon (and contemporaneous with) completion of the Arrangement. In connection with the reverse takeover of GoviEx, Tombador intends to publish the Tombador Re-Compliance Prospectus, to be prepared in accordance with the ASX Listing Rules. The Tombador Re-Compliance Prospectus will include a notice of the Tombador Meeting at which the Tombador Shareholder Resolutions will be proposed to the Tombador Shareholders. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### **Escrow arrangements**

Subject to Tombador re-complying with Chapters 1 and 2 of the ASX Listing Rules and completing the Tombador Capital Raising, certain securities on issue in the Combined Company may be classified by ASX as restricted securities and will be required to be held in escrow for up to 24 months from the date of official quotation on ASX.

Subject to in-principle confirmation from ASX, the Consideration Securities issued in accordance with the Arrangement will not be restricted from trading for a period of 12 to 24 months after the date of re-admission of Tombador to the ASX Official List.

The Combined Company expects to announce to the ASX full details (quantity and duration) of the securities required to be held in escrow prior to the Combined Company's listed securities being reinstated to trading on ASX.

The number of securities that are subject to ASX imposed escrow are at ASX's discretion in accordance with the ASX Listing Rules and underlying policy.

### **Beneficial Ownership**

To the knowledge of the directors and executive officers of Tombador as of the date of this Circular, the no persons will beneficially own, control or direct, directly or indirectly, voting securities of the Combined Company carrying 10% or more of the voting rights attached to the Tombador Shares following completion of the Arrangement.

### **Directors and Executive Officers**

Following completion of the Arrangement, the board of directors of the Combined Company (the "**Combined Company Board**") is expected to consist of four (4) directors consisting of Stephen Quantrill, Govind Friedland, Keith Bowes and Eric Krafft (the "**Combined Company Directors**"). The Combined Company will be managed by the following executive officers: Daniel Major, as Chief Executive Officer, Abby Macnish Niven, as Chief Financial Officer and Company Secretary. Govind Friedland will be appointed as Non-Executive Chair of the Combined Company Board.

Committee and committee positions will be determined by the Combined Company Board following the Arrangement as needed and in compliance with applicable laws.

Approval for the election of the new directors of the Combined Company, subject to completion of the Transaction, will be sought from Tombador Shareholders at the Tombador Meeting.

After giving effect to the Arrangement, it is expected that the number of Tombador Shares beneficially owned, directly or indirectly, or over which control or direction will be exercised by the directors of Tombador and its associates or affiliates, will be expected to be an aggregate of approximately 35,137,612 Tombador Shares representing approximately 10.18% of the estimated outstanding Tombador Shares on a non-diluted basis following completion of the Arrangement (and excluding the effect of the issuance of the Capital Raising Shares and other Tombador Shares issued in connection with the Transaction).

| Name, Province and Country of Residence                         | Position               | Principal Occupation                                                                                                                               | Expected number of Tombador Shares held following the Arrangement (excluding the effect of the issuance of the Capital Raising Shares) <sup>(1)</sup> |
|-----------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Govind Friedland</b><br>New York, United States              | Non-Executive Chair    | Executive Chairman of GoviEx (December 2011 – present); director of GoviEx (March 2007 – present);                                                 | 11,484,617                                                                                                                                            |
| <b>Stephen Quantrill</b><br>Perth, Western Australia            | Non-Executive Director | Executive Director of Tombador (May 2021 – present); Non-Executive Director of Tombador (February 2018 – May 2021);                                | 160,000                                                                                                                                               |
| <b>Keith Bowes</b><br>Perth, Western Australia                  | Non-Executive Director | Technical Director of Lotus Resources Limited (August 2024 – present); Managing Director of Lotus Resources Limited (February 2021 – August 2024); | -                                                                                                                                                     |
| <b>Eric Krafft</b><br>Principality of Monaco<br><i>Director</i> | Non-Executive Director | Director of Star Clipper Ltd. (2006-present).                                                                                                      | 23,492,995                                                                                                                                            |

Note:

- (1) The expected number of Tombador Share held by proposed directors and officers of Tombador is subject to the finalization of the Tombador Re-Compliance Prospectus. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

### Cease Trade Orders or Bankruptcies

Except as disclosed herein, no proposed director or executive officer of Tombador, following the Arrangement is, as at the date of this Circular, or was within 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company that:

- (a) was subject to a cease trade or similar order, or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days, that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) was subject to a cease trade or similar order, or an order that denied the relevant company access to any exemption under securities legislation that was in effect for a period of more than 30 consecutive days, that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.
- (c) Except as disclosed herein, no proposed director or executive officer of the Combined Company, or a shareholder holding or expected to hold on the Effective Time a sufficient number of securities of the Combined Company to affect materially control the Combined Company;
- (d) is, as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company that, while that person was acting in that capacity, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or

was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or

- (e) has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the director, executive officer or shareholder.

Stephen Quantrill is the Executive Chairman of Twinza Oil Limited (**Twinza**). On 19 February 2025, Twinza's senior lenders initiated a proposed debt-for-equity swap to be implemented by way of a creditors' scheme of arrangement under the Corporations Act intended to provide a sustainable framework to advance its flagship project, and maintain going concern status. On the same date, receivers and managers were appointed over Twinza's assets and undertakings pursuant to security held on behalf of the lenders. On 6 August 2025, the Federal Court of Australia made orders for Twinza to convene a meeting of creditors to consider and vote on the scheme and approved the distribution of an accompanying scheme booklet.

Except as disclosed herein, no proposed director or executive officer of the Combined Company, or a shareholder holding or expected to hold on the Effective Time a sufficient number of securities of the Combined Company to affect materially control the Combined Company, has been subject to:

- (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or
- (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

For the purposes of the disclosure above regarding the directors or executive officers, "order" means: (a) a cease trade order, including a management cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days. Similarly, the above disclosure applies to any personal holdings companies of the directors or executive officers.

## Executive Compensation

### *Proposed Compensation to be paid to Executive Officers*

After completion of the Arrangement, the Combined Company Board will agree at the inaugural board meeting a set of performance metrics for determining executive officer compensation. It is anticipated these metrics will include, inter alia, share price performance, operational efficiency, safety and environmental record and cash management.

The total proposed remuneration package (exclusive of superannuation/GST) for the Combined Company Directors upon completion of the Transaction is set out below:

| Director          | Remuneration Package |
|-------------------|----------------------|
| Govind Friedland  | A\$100,000           |
| Stephen Quantrill | A\$60,000            |
| Keith Bowes       | A\$60,000            |
| Eric Krafft       | A\$60,000            |

## Options to Purchase Securities

Immediately following Re-compliance, Govind Friedland and Eric Krafft will hold options to purchase shares in the Combined Company as described in Appendix F – "Description of Securities – Securities".

**Transfer Agent, Registrar and Auditor**

The transfer agent and registrar for the Combined Company will be Automic Group at its offices in Perth, Australia.

The auditor of the Combined Company following completion of the Arrangement will be HLB Mann Judd at its offices in Perth, Australia.

**Securities Law Matters**

As a result of the Arrangement, the Combined Company will be a reporting issuer in British Columbia, Alberta and Ontario. The Combined Company does not expect to be eligible to qualify as a “designated foreign issuer” (as defined under applicable Canadian securities laws) which would make it be subject to fewer disclosure and other requirements of Canadian securities laws, as compared to GoviEx. If the Combined Company is able to satisfy the applicable requirements, it intends to apply to cease to be a reporting issuer in Canada after completion of the Arrangement. Whether the Combined Company qualifies as a “designated foreign issuer” or ceases to be a reporting issuer in Canada will depend on the number of shares of the Combined Company held by Canadians after completion of the Arrangement.

**Risk Factors**

The business and operations of the Combined Company and an investment in the Combined Company Shares will continue to be subject to the risks currently faced by Tombador and GoviEx, as well as certain risks unique to the Combined Company following completion of the Arrangement. Following publication of the Tombador Re-Compliance Prospectus, GoviEx intends to disseminate a press release to alert GoviEx Securityholders of the existence of the Tombador Re-Compliance Prospectus. After its publication, GoviEx Securityholders are encouraged to review the Tombador Re-Compliance Prospectus for additional information relating to Tombador, the Tombador Capital Raising, and the Combined Company, as well as risk factors relating to all of the foregoing. After publication, the Tombador Re-Compliance Prospectus will be able to be reviewed at [www.tombadoriron.com](http://www.tombadoriron.com).

**APPENDIX H  
DISSENT PROVISIONS OF THE BCBCA**

**DIVISION 2 OF PART 8 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

**Definitions and application**

237 (1) In this Division:

**“dissenter”** means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

**“notice shares”** means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

**“payout value”** means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or
- (d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- (a) the court orders otherwise, or
- (b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

**Right to dissent**

238(1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles
  - (i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or
  - (ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91; or
  - (iii) without limiting subparagraph (i), in the case of a benefit company, to alter the company's benefit provision;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution;
- (h) in respect of any court order that permits dissent.

(1.1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent under section 51.995 (5) in respect of a resolution to alter its notice of articles to include or to delete the benefit statement.

(2) A shareholder wishing to dissent must

- (a) prepare a separate notice of dissent under section 242 for
  - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and
  - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
- (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
- (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

- (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
- (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

### **Waiver of right to dissent**

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

- (a) provide to the company a separate waiver for
  - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
  - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
- (b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

- (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
- (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

### **Notice of resolution**

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

- (a) a copy of the resolution,
- (b) a statement advising of the right to send a notice of dissent, and
- (c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.



## **Notice of court orders**

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

## **Notice of dissent**

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) or (1.1) must,

- (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
- (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
  - (i) the date on which the shareholder learns that the resolution was passed, and
  - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1)(g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240(2) (b) or (3)(b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238(1)(h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

- (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
  - (i) the names of the registered owners of those other shares,
  - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
  - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
- (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
  - (i) the name and address of the beneficial owner, and
  - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

#### **Notice of intention to proceed**

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
  - (i) the date on which the company forms the intention to proceed, and
  - (ii) the date on which the notice of dissent was received, or
- (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1)(a) or (b) of this section must

- (a) be dated not earlier than the date on which the notice is sent,
- (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
- (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

#### **Completion of dissent**

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
- (b) the certificates, if any, representing the notice shares, and

(c) if section 242(4)(c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1)(c) must

- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
- (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
  - (i) the names of the registered owners of those other shares,
  - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
  - (iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

- (a) the dissenter is deemed to have sold to the company the notice shares, and
- (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

### **Payment for notice shares**

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

- (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

- (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244(1), and
- (c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2)(a) of this section, the company must

- (a) pay to each dissenter who has complied with section 244(1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
- (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1)(b) or (3)(b),

- (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
- (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

- (a) the company is insolvent, or
- (b) the payment would render the company insolvent.

### **Loss of right to dissent**

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

**Shareholders entitled to return of shares and rights**

247 If, under section 244(4) or (5), 245(4)(a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244(1)(b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244(6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.