

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To: Company Name/Scheme Magnetic Resources NL

ACN 121 370 232

**1. Details of substantial holder (1)**

Name Genesis Minerals Limited and its related bodies corporate set out in Annexure A (together, the **Genesis Group**)

ACN Refer to Annexure A

The holder became a substantial holder on 13 February 2026

**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares ( <b>Shares</b> )	58,014,762 Shares	58,014,762	19.64% (based on total issued Shares at the date of this form of 295,454,516).

**3. Details of relevant interests**

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

Holder of relevant interests	Nature of relevant interest (7)	Class and number of securities
Genesis Group	A relevant interest under section 608(1)(b) and (c) of the <i>Corporations Act 2001</i> (Cth) pursuant to a deed poll made by Chim Seng Oan in favour of the Genesis Group dated 13 February 2026, a copy of which is attached to this notice as Annexure B.	27,095,503 Shares
Genesis Group	A relevant interest under section 608(1)(b) and (c) of the <i>Corporations Act 2001</i> (Cth) pursuant to a deed poll made by Target Range Pty Ltd (ACN 056 058 550) and Alcock Superannuation Fund Pty Ltd (ACN 613 262 507) as trustee for the Alcock Super Fund (ABN 74 120 405 145) in favour of the Genesis Group dated 13 February 2026, a copy of which is attached to this notice as Annexure C.	30,919,259 Shares

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Genesis Group	Chim Seng Oan	Chim Seng Oan	27,095,503 Shares
Genesis Group	Target Range Pty Ltd (ACN 056 058 550)	Target Range Pty Ltd (ACN 056 058 550)	21,495,107 Shares
Genesis Group	Alcock Superannuation Fund Pty Ltd (ACN 613 262 507) as trustee for the Alcock Super Fund (ABN 74 120 405 145)	Alcock Superannuation Fund Pty Ltd (ACN 613 262 507) as trustee for the Alcock Super Fund (ABN 74 120 405 145)	9,424,152 Shares

### 5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
Genesis Group	13 February 2026	Not applicable - see terms of deed polls attached to this notice as as Annexures B and C	58,014, 762 Shares

### 6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Refer to Annexure A	

### 7. Addresses

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

Name	Address
Refer to Annexure A	

### Signature

print name      Joanne Steer      capacity      Company Secretary

sign here



date      15 February 2026

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant issues (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The persons votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## **ANNEXURE A**

This is Annexure A of two pages (including this page) referred to in Form 603 (Notice of Initial Substantial Holder).

Signed:

A handwritten signature in blue ink, appearing to read 'J. Steer', enclosed within a large, loopy oval shape.

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Joanne Steer  
Company Secretary  
**Genesis Minerals Limited**

15 February 2026

## 1. Details of substantial holder

### Genesis Group

Genesis Minerals Limited (ACN 124 772 041)

### *Subsidiaries of Genesis Minerals Limited*

Aphrodite Gold Pty Ltd (ACN 138 879 928)

Bardoc Gold Pty Ltd (ACN 125 578 743)

Dacian Gold Mining Pty Ltd (ACN 612 044 345)

Excelsior Gold Pty Ltd (ACN 123 629 863)

Genesis Minerals (Laverton) Pty Ltd (ACN 154 262 978)

Genesis Minerals (Leonora) Pty Ltd (ACN 667 073 681)

Genesis Mining Services Pty Ltd (ACN 664 443 225)

Genesis Mining Services (SPV 1) Pty Ltd (ACN 668 520 134)

GPM Resources Pty Ltd (ACN 138 245 897)

Laverton Gold Pty Ltd (ACN 087 360 996)

Mt Morgans WA Mining Pty Ltd (ACN 612 053 291)

Redcliffe Project Pty Ltd (ACN 119 494 772)

Spitfire Global Pty Ltd (ACN 126 518 367)

Starpart Holdings Pty Ltd (ACN 614 613 099)

Ulysses Mining Pty Ltd (ACN 153 592 208)

## 7. Addresses

Name	Address
Alcock Superannuation Fund Pty Ltd ATF Alcock Super Fund	[REDACTED]
Target Range Pty Ltd	[REDACTED]
Mr Chim Seng Oan	[REDACTED]
Genesis Minerals Limited	Level 11, 2 The Esplanade, Perth WA 6000, AUSTRALIA
Each subsidiary of Genesis Minerals Limited	C/- Genesis Minerals Limited, Level 11, 2 The Esplanade, Perth WA 6000, AUSTRALIA

## **ANNEXURE B**

This is Annexure B of five pages (including this page) referred to in Form 603 (Notice of Initial Substantial Holder).

Signed:

A handwritten signature in blue ink, appearing to read 'J. Steer', enclosed within a large, light blue oval scribble.

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Joanne Steer  
Company Secretary  
**Genesis Minerals Limited**

15 February 2026

Genesis Minerals Limited  
Level 11, 2 The Esplanade  
Perth WA 6000

Attention: The Directors

13 February 2026

Dear Directors,

## **Voting undertaking – Magnetic Resources NL**

### **1. Introduction**

This deed poll is made by Chim Seng Oan (**Shareholder**) in favour of Genesis Minerals Limited (ABN 72 124 772 041) (**Genesis**) and each of its related bodies corporate.

The Shareholder acknowledges that Genesis and Magnetic Resources NL (ABN 34 121 370 232) (**Magnetic**) propose, on or about the date of this deed poll, to enter into a Scheme Implementation Deed (**SID**) in relation to the implementation of a proposed scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth) (**Act**) (as may be amended in accordance with the terms of the SID), pursuant to which Genesis would acquire 100% of the shares in Magnetic (**Scheme**).

### **2. Undertakings**

#### **2.1 Voting**

The Shareholder undertakes that he will vote (or will cause his duly appointed proxy, attorney or representative to vote) the 27,095,503 fully paid ordinary shares in Magnetic, representing approximately 9.17% of the voting shares in Magnetic, held by him as at the date of this deed poll (**Subject Shares**):

- (a) in favour of the Scheme; and
- (b) against any Competing Transaction.

#### **2.2 Notification**

The Shareholder must give written notice to Genesis (as soon as practicable and in any event within 24 hours) if he (or any of his controlled entities or associates or any of their directors, officers, agents or advisers) receives any written proposal regarding a Competing Transaction. That notice must include the identity of the third party proposing, and the material terms (including price, conditions precedent, timetable and any break fee) of, the Competing Transaction.

#### **2.3 Other conduct**

The Shareholder undertakes that he will not, without the prior written consent of Genesis:

- (a) dispose of or encumber, or allow any person to acquire a relevant interest in, or otherwise fetter his right to exercise votes attaching to, any of the Subject Shares (or any interest in them), except pursuant to the implementation of the Scheme;
- (c) acquire any additional Magnetic securities (or any relevant interest in any additional Magnetic securities);
- (d) take any action or make any statement which is or may be prejudicial to the success of the Scheme;
- (e) be involved in, or make any public statement in support of, a Competing Transaction;
- (f) agree or offer to, or enter into any discussions or negotiations relating to, any of the matters contemplated in paragraphs (a) to (d); or
- (g) make any announcement or other public statement to the effect that he intends to or will do any of the matters contemplated in paragraphs (a) to (e).

### 3. Representations and warranties

The Shareholder represents and warrants, on the date of this deed poll and on each date between the date of this deed poll and the date that the Subject Shares are voted in favour of the Scheme, that:

- (a) he is the registered and beneficial owner of the Subject Shares free of encumbrances and security interests, save as disclosed in writing to Genesis prior to execution of this deed poll;
- (h) he has full power and authority to enter into and comply with his obligations under this deed poll without the consent of any other person;
- (i) this deed poll constitutes legal, valid and binding obligations enforceable against him in accordance with its terms; and
- (j) he does not have a relevant interest in any Magnetic securities other than the Subject Shares.

### 4. Termination

- (a) This deed poll will automatically terminate with immediate effect if:
  - (i) Genesis or Magnetic do not announce the execution of the SID by 5:00pm (AWST) on the date five business days after the date of this deed poll;
  - (ii) Genesis gives notice in writing to the Shareholder terminating this deed poll;
  - (iii) the SID validly terminates in accordance with its terms; or
  - (iv) implementation of the Scheme does not occur prior to the End Date (as that term is defined in the SID, as may be amended from time to time).
- (k) The Shareholder may terminate this deed poll with immediate effect by giving written notice to Genesis if:
  - (i) there is a Superior Proposal that remains a Superior Proposal after giving effect to any matching rights available to Genesis under the SID; or
  - (ii) the independent expert appointed in relation to the Scheme concludes (including as a result of a change in recommendation) that the Scheme is not in the best interests of Magnetic's shareholders.
- (l) Termination of this deed poll will be without prejudice to any rights and remedies in respect of any breach occurring before such termination.

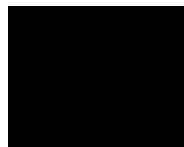
### 5. General

- (a) The Shareholder undertakes to keep this deed poll confidential until Genesis has given a substantial holding notice to the Australian Securities Exchange (**ASX**) (which he acknowledges may attach a copy of this deed poll) in respect of the relevant interest which Genesis acquires as a result of this deed poll or until Genesis or Magnetic has otherwise announced the terms of this deed poll to the ASX.
- (m) The Shareholder consents to Genesis and Magnetic including or referring to this deed poll in any public announcement and explanatory statement or other disclosure document in relation to the Scheme.
- (n) The Shareholder gives the undertakings, representations and warranties in this deed poll in favour of Genesis and each of its related bodies corporate, jointly and each of them individually.
- (o) The Shareholder agrees that damages alone may not be an adequate remedy for breach of the undertakings in this deed poll.

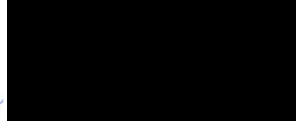
- (p) Any term defined in the Act has the same meaning in this deed poll and the term **associate** has the meaning given by section 12 of the Act (as if the associate reference occurs in a provision of Chapter 6 of the Act and Magnetic was the designated body).
- (q) A **business day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.
- (r) A **Competing Transaction** means any proposed or potential transaction or arrangement (including any takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of shares, joint venture or dual listed company structure), which would, if completed, result in a party other than Genesis (either alone or together with any one or more associates):
- (i) directly or indirectly acquiring an interest or relevant interest in, or having a right to acquire an interest in, or control of, or becoming the holder of 15% or more of Magnetic's ordinary shares or of the shares in any of Magnetic's subsidiaries;
  - (ii) directly or indirectly acquiring an interest in, or having a right to acquire an interest in, or control of, all or a material part of the business of Magnetic or any of its subsidiaries;
  - (iii) acquiring control of Magnetic or any of Magnetic's subsidiaries, within the meaning of section 50AA of the Act;
  - (iv) otherwise directly or indirectly acquiring or merging (including by a reverse takeover bid, dual listed company structure or an amalgamation or reconstruction) with Magnetic; or
  - (v) requiring Magnetic to abandon, or otherwise fail to proceed with, the Scheme.
- (s) A **Superior Proposal** means a bona fide Competing Transaction (not resulting from Magnetic's breach of the SID) which the Magnetic board, acting in good faith, and after taking advice from its external legal and financial advisers, determines is reasonably capable of being implemented in a reasonable timeframe and would, if completed in accordance with its terms, be more favourable to Magnetic's shareholders than the acquisition of Magnetic by Genesis through the implementation of the Scheme (**Transaction**) (and, if applicable, than the Transaction as amended or varied after giving effect to any matching rights available to Genesis under the SID), in each case taking into account all terms and conditions of the Competing Transaction (including any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the Competing Transaction being completed) and the Transaction.
- (t) If any provision of this deed poll is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed poll. Subject to the foregoing, this deed poll may only be varied with the prior written consent of Genesis.
- (u) This deed poll is governed by the laws of Western Australia and the Shareholder submits to the non-exclusive jurisdiction of the courts of that place.

Executed as a deed poll

Signed, sealed and delivered by Chim  
Seng Oan



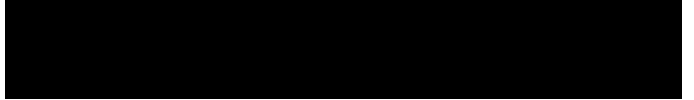
**Chim Seng Oan,**  
in the presence of:



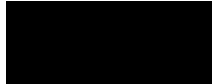
Full name:



Address:



Occupation:



## **ANNEXURE C**

This is Annexure C of five pages (including this page) referred to in Form 603 (Notice of Initial Substantial Holder).

Signed:

A handwritten signature in blue ink, appearing to read 'J. Steer', enclosed within a large, light blue oval scribble.

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Joanne Steer  
Company Secretary  
**Genesis Minerals Limited**

15 February 2026

Genesis Minerals Limited  
Level 11, 2 The Esplanade  
Perth WA 6000

Attention: The Directors

13 FEBRUARY, 2026

Dear Directors,

## Voting undertaking – Magnetic Resources NL

### 1. Introduction

This deed poll is made by Target Range Pty Ltd (ABN 69 056 058 550) (**Target**) and Alcock Superannuation Fund Pty Ltd (ACN 613 262 507) as trustee for the Alcock Super Fund (ABN 74 120 405 145) (**ASF**) (**Shareholders**) in favour of Genesis Minerals Limited (ABN 72 124 772 041) (**Genesis**) and each of its related bodies corporate.

The Shareholders acknowledge that Genesis and Magnetic Resources NL (ABN 34 121 370 232) (**Magnetic**) propose, on or about the date of this deed poll, to enter into a Scheme Implementation Deed (**SID**) in relation to the implementation of a proposed scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth) (**Act**) (as may be amended in accordance with the terms of the SID), pursuant to which Genesis would acquire 100% of the shares in Magnetic (**Scheme**).

### 2. Undertakings

#### 2.1 Voting

Each Shareholder undertakes that it will vote (or will cause its duly appointed proxy, attorney or representative to vote) the fully paid ordinary shares in Magnetic held by it as at the date of this deed poll (**Subject Shares**) (being, in respect of Target, 21,495,107 shares, representing approximately 7.28% of the voting shares in Magnetic and, in respect of ASF, 9,424,152 shares, representing approximately 3.19% of the voting shares in Magnetic):

- (a) in favour of the Scheme; and
- (b) against any Competing Transaction.

#### 2.2 Notification

Each Shareholder must give written notice to Genesis (as soon as practicable and in any event within 24 hours) if it (or any of its related bodies corporate or associates or any of its or their directors, officers, agents or advisers) receives any written proposal regarding a Competing Transaction. That notice must include the identity of the third party proposing, and the material terms (including price, conditions precedent, timetable and any break fee) of, the Competing Transaction.

#### 2.3 Other conduct

Each Shareholder undertakes that it will not, without the prior written consent of Genesis:

- (a) dispose of or encumber, or allow any person to acquire a relevant interest in, or otherwise fetter its right to exercise votes attaching to, any of its Subject Shares (or any interest in them), except pursuant to the implementation of the Scheme;
- (b) acquire any additional Magnetic securities (or any relevant interest in any additional Magnetic securities);

- (c) take any action or make any statement which is or may be prejudicial to the success of the Scheme;
- (d) be involved in, or make any public statement in support of, a Competing Transaction;
- (e) agree or offer to, or enter into any discussions or negotiations relating to, any of the matters contemplated in paragraphs (a) to (d); or
- (f) make any announcement or other public statement to the effect that it intends to or will do any of the matters contemplated in paragraphs (a) to (e).

### 3. Representations and warranties

Each Shareholder represents and warrants, on the date of this deed poll and on each date between the date of this deed poll and the date that its Subject Shares are voted in favour of the Scheme, that:

- (a) it is the registered and beneficial owner of its Subject Shares free of encumbrances and security interests, save as disclosed in writing to Genesis prior to execution of this deed poll;
- (b) it has full power and authority to enter into and comply with its obligations under this deed poll without the consent of any other person;
- (c) this deed poll constitutes legal, valid and binding obligations enforceable against it in accordance with its terms; and
- (d) it does not have a relevant interest in any Magnetic securities other than its Subject Shares.

### 4. Termination

- (a) This deed poll will automatically terminate with immediate effect if:
  - (i) Genesis or Magnetic do not announce the execution of the SID by 5:00pm (AWST) on the date five business days after the date of this deed poll;
  - (ii) Genesis gives notice in writing to the Shareholders terminating this deed poll;
  - (iii) the SID validly terminates in accordance with its terms; or
  - (iv) implementation of the Scheme does not occur prior to the End Date (as that term is defined in the SID, as may be amended from time to time).
- (b) The Shareholders may terminate this deed poll with immediate effect by giving written notice to Genesis if:
  - (i) there is a Superior Proposal that remains a Superior Proposal after giving effect to any matching rights available to Genesis under the SID; or
  - (ii) the independent expert appointed in relation to the Scheme concludes (including as a result of a change in recommendation) that the Scheme is not in the best interests of Magnetic's shareholders.

- (c) Termination of this deed poll will be without prejudice to any rights and remedies in respect of any breach occurring before such termination.

### 5. General

- (a) Each Shareholder undertakes to keep this deed poll confidential until Genesis has given a substantial holding notice to the Australian Securities Exchange (**ASX**) (which it acknowledges may attach a copy of this deed poll) in respect of the relevant interest which Genesis acquires as a result of this deed poll or until Genesis or Magnetic has otherwise announced the terms of this deed poll to the ASX.

(d) END DATE OF SCHEME IMPLEMENTATION DEED (SID) SHALL BE  
31 AUGUST 2026

- (b) Each Shareholder consents to Genesis and Magnetic including or referring to this deed poll in any public announcement and explanatory statement or other disclosure document in relation to the Scheme.
- (c) Each Shareholder gives the undertakings, representations and warranties in this deed poll in favour of Genesis and each of its related bodies corporate, jointly and each of them individually.
- (d) Each Shareholder agrees that damages alone may not be an adequate remedy for breach of the undertakings in this deed poll.
- (e) Any term defined in the Act has the same meaning in this deed poll and the term **associate** has the meaning given by section 12 of the Act (as if the associate reference occurs in a provision of Chapter 6 of the Act and Magnetic was the designated body).
- (f) A **business day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Western Australia.
- (g) A **Competing Transaction** means any proposed or potential transaction or arrangement (including any takeover bid, scheme of arrangement, capital reduction, sale of assets, sale of shares, joint venture or dual listed company structure), which would, if completed, result in a party other than Genesis (either alone or together with any one or more associates):
  - (i) directly or indirectly acquiring an interest or relevant interest in, or having a right to acquire an interest in, or control of, or becoming the holder of 15% or more of Magnetic's ordinary shares or of the shares in any of Magnetic's subsidiaries;
  - (ii) directly or indirectly acquiring an interest in, or having a right to acquire an interest in, or control of, all or a material part of the business of Magnetic or any of its subsidiaries;
  - (iii) acquiring control of Magnetic or any of Magnetic's subsidiaries, within the meaning of section 50AA of the Act;
  - (iv) otherwise directly or indirectly acquiring or merging (including by a reverse takeover bid, dual listed company structure or an amalgamation or reconstruction) with Magnetic; or
  - (v) requiring Magnetic to abandon, or otherwise fail to proceed with, the Scheme.
- (h) A **Superior Proposal** means a bona fide Competing Transaction (not resulting from Magnetic's breach of the SID) which the Magnetic board, acting in good faith, and after taking advice from its external legal and financial advisers, determines is reasonably capable of being implemented in a reasonable timeframe and would, if completed in accordance with its terms, be more favourable to Magnetic's shareholders than the acquisition of Magnetic by Genesis through the implementation of the Scheme (**Transaction**) (and, if applicable, than the Transaction as amended or varied after giving effect to any matching rights available to Genesis under the SID), in each case taking into account all terms and conditions of the Competing Transaction (including any timing considerations, any conditions precedent, the identity of the proponent or other matters affecting the probability of the Competing Transaction being completed) and the Transaction.
- (i) If any provision of this deed poll is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this deed poll. Subject to the foregoing, this deed poll may only be varied with the prior written consent of Genesis.

- (j) This deed poll is governed by the laws of Western Australia and each Shareholder submits to the non-exclusive jurisdiction of the courts of that place.

Executed as a deed poll

Executed by **Target Range Pty Ltd** (ABN 69 056 058 550) in accordance with section 127 of the Corporations Act 2001 (Cth)



**Dale Andrew Alcock,**  
Director



**Janet Elizabeth Alcock,**  
Director

Executed by **Alcock Superannuation Fund Pty Ltd** (ACN 613 262 507) as trustee for the Alcock Super Fund (ABN 74 120 405 145) in accordance with section 127 of the Corporations Act 2001 (Cth)



**Dale Andrew Alcock,**  
Director



**Janet Elizabeth Alcock,**  
Director