First Au Limited
(ASX: FAU)

2 November 2026

Dear Shareholders

NOTICE OF GENERAL MEETING

First Au Limited (ASX: FAU) (**Company**) is holding its General Meeting of its shareholders (**Shareholders**) on Monday, 7 December 2026 at 1.30pm (WST) at Suite 1, 295 Rokeby Road, Subiaco WA 6008 (**Meeting**).

In accordance with the *Corporations Act 2001* (Cth), the Company will not be dispatching physical copies of the Notice of General Meeting (**Notice**) to Shareholders unless a shareholder has previously requested a hard copy. Instead, a copy of the Notice is available at the following link and has also been lodged on the Australian Securities Exchange (**ASX**):

https://www.firstau.com/investors/

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice.

In order to receive electronic communications from the Company in the future, please update your Shareholder details online at https://investor.automic.com.au/#/home and log in with your unique shareholder identification number and postcode (or country for overseas residents).

You may vote by attending the Meeting in person, by proxy or by appointing an authorised representative.

To vote by proxy, please complete and sign the proxy form attached to the Notice (**Proxy Form**) and return it by the time and in accordance with the instructions set out in the Proxy Form.

To vote in person, attend the Meeting at the time, date and place set out above. To assist the Company in managing the Meeting, shareholders who wish to attend the Meeting in person should register their attendance with the Company by telephone at +61 8 6555 2950 or info@firstau.com.

In accordance with section 249L of the *Corporations Act 2001* (Cth) (**Corporations Act**), Shareholders are advised that:

- each shareholder has a right to appoint a proxy;
- the proxy need not be a shareholder of the Company; and
- a shareholder who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the shareholder appoints two proxies and the appointment does not specify the proportion or number of the shareholder's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Proxy Forms must be received by 1.30pm (WST) on Saturday, 5 December 2026.

Details on how to lodge your Proxy Form can be found in the Proxy Form. If you have any questions about your Proxy Form or are unable to access the Notice, please contact a Company Secretary by telephone at +61 8 6555 2950 or info@firstau.com.

The Notice is important and should be read in its entirety. If you are in doubt as to the course of action you should follow, you should consult your financial adviser, lawyer, accountant or other professional adviser.

Yours faithfully



Victor Goh
Company Secretary
FIRST AU LIMITED

First AU Limited
ACN 000 332 918

Notice of General Meeting

The General Meeting of the Company will be held as follows:

Time and date: **1:30pm (AWST) on Monday, 7 December 2026**

Location: **Suite 1, 295 Rokeby Road, Subiaco WA 6008**

The Notice of General Meeting should be read in its entirety. If Shareholders are in doubt as to how to vote, they should seek advice from their suitably qualified advisor prior to voting.

Should you wish to discuss any matter, please do not hesitate to contact the Company Secretary by telephone on (08) 6555 2950.

Shareholders are urged to vote by lodging the Proxy Form

First AU Limited
ACN 000 332 918
(Company)

Notice of General Meeting

Notice is hereby given that the general meeting of Shareholders of First AU Limited ACN 000 332 918 will be held at Suite 1, 295 Rokeby Road, Subiaco WA 6008 on Monday, 7 December 2026 at 1:30pm (AWST) (**Meeting**).

The Explanatory Memorandum provides additional information on matters to be considered at the Meeting. The Explanatory Memorandum and the Proxy Form form part of the Notice.

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Saturday, 5 December 2026 at 1:30pm (AWST).

Terms and abbreviations used in the Notice are defined in Schedule 1.

Agenda

1 Resolutions

Resolution 1(a) and (b) – Approval to issue Javelin Consideration Securities

To consider and, if thought fit, to pass with or without amendment, each of the following as a separate ordinary resolution*:*

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to:

(a) 288,410,994 Javelin Consideration Shares; and

(b) 95,787,159 Javelin Consideration Options,

on the terms and conditions in the Explanatory Memorandum.'

Resolution 2 – Approval to issue Replacement Performance Rights

To consider and, if thought fit, to pass with or without amendment, as an ordinary resolution the follo*wing:*

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 6 Replacement Performance Rights to the Javelin Vendors, on the terms and conditions in the Explanatory Memorandum.'

Resolution 3 – Approval to issue Sandstone Consideration Shares

To consider and, if thought fit, to pass with or without amendment, as an ordinary resolution the

following:

*'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue to Complete Prospecting Pty Ltd (or its nominees) (**Complete Prospecting**), of such number of Sandstone Consideration Shares that is equal to $400,000 divided by the 15-day VWAP of Shares prior to Sandstone Completion, on the terms and conditions in the Explanatory Memorandum.'*

Resolution 4 – Approval to issue Techgen Consideration Shares

To consider and, if thought fit, to pass with or without amendment, as an ordinary resolution the following:

*'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue to Techgen BBG Pty Ltd (or its nominee) (**Techgen**) of such number of Shares that is equal to $100,000 divided by the 15-day VWAP of Shares prior to Techgen Completion, on the terms and conditions in the Explanatory Memorandum.'*

Voting exclusions

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of:

(a) **Resolution 1(a):** by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Javelin Consideration Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

(b) **Resolution 1(b):** by or on behalf of a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Javelin Consideration Options (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

(c) **Resolution 2**: by or on behalf of the Javelin Vendors (or their respective nominees), and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Replacement Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

(d) **Resolution 3**: by or on behalf of Complete Prospecting (or its nominees), and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Sandstone Consideration Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

(e) **Resolution 4**: by or on behalf of Techgen (or its nominees), and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Techgen Consideration Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

The above voting exclusion does not apply to a vote cast in favour of the relevant Resolution by:

(a) a person as proxy or attorney for a person who is entitled to vote, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;

(b) the Chair as proxy or attorney for a person who is entitled to vote, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

(i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

(ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

BY ORDER OF THE BOARD



Yew Thai (Victor) Goh
Company Secretary
First AU Limited
Dated: 2 November 2026

First AU Limited
ACN 000 332 918
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at Suite 1, 295 Rokeby Road, Subiaco WA 6008 on Monday, 7 December 2026 at 1:30pm (AWST).

The Explanatory Memorandum forms part of the Notice which should be read in its entirety. The Explanatory Memorandum contains the terms and conditions on which the Resolution will be voted.

The Explanatory Memorandum includes the following information to assist Shareholders in deciding how to vote on the Resolution:

Section 2	Action to be taken by Shareholders
Section 3	Background to the Transaction
Section 4	Overview of the Combined Group
Section 5	Resolution 1(a) and (b) – Approval to issue Javelin Consideration Securities
Section 6	Resolution 2 – Approval to issue Replacement Performance Rights
Section 7	Resolution 3 – Approval to issue Sandstone Consideration Shares
Section 8	Resolution 4 – Approval to issue Techgen Consideration Shares
Schedule 1	Definitions
Schedule 2	Terms and Conditions of the Javelin Consideration Options
Schedule 3	Terms and Conditions of the Replacement Performance Rights

A Proxy Form is located at the end of the Explanatory Memorandum.

2. Action to be taken by Shareholders

Shareholders should read the Notice including the Explanatory Memorandum carefully before deciding how to vote on the Resolutions.

2.1 Voting in person

To vote in person, attend the Meeting on the date and at the place set out above.

2.2 Voting by proxy

A Proxy Form is attached to the Notice. This is to be used by Shareholders if they wish to appoint a representative (a 'proxy') to vote in their place. All Shareholders are invited and encouraged to attend the Meeting or, if they are unable to attend in person, sign and return the Proxy Form to the Company in accordance with the instructions thereon. Lodgement of a Proxy Form will not preclude a Shareholder from attending and voting at the Meeting in person.

Please note that:

(a) a member of the Company entitled to attend and vote at the Meeting is entitled to appoint a proxy;

(b) a proxy need not be a member of the Company; and

(c) a member of the Company entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise, but where the proportion or number is not specified, each proxy may exercise half of the votes.

The enclosed Proxy Form provides further details on appointing proxies and lodging Proxy Forms.

Section 250BB(1) of the Corporations Act provides that an appointment of a proxy may specify the way the proxy is to vote on a particular resolution and, if it does:

(a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way (i.e. as directed);

(b) if the proxy has 2 or more appointments that specify different ways to vote on the resolution – the proxy must not vote on a show of hands;

(c) if the proxy is the Chair of the meeting at which the resolution is voted on – the proxy must vote on a poll, and must vote that way (i.e. as directed); and

(d) if the proxy is not the Chair – the proxy need not vote on the poll, but if the proxy does so, the proxy must vote that way (i.e. as directed).

Section 250BC of the Corporations Act provides that, if:

(a) an appointment of a proxy specifies the way the proxy is to vote on a particular resolution at a meeting of the Company's members;

(b) the appointed proxy is not the chair of the meeting;

(c) at the meeting, a poll is duly demanded, or is otherwise required under section 250JA on the resolution; and

(d) either the proxy is not recorded as attending the meeting or the proxy does not vote on the resolution,

the Chair of the meeting is taken, before voting on the resolution closes, to have been appointed as the proxy for the purposes of voting on the resolution at the meeting.

2.3 Chair's voting intentions

The Chair intends to exercise all available proxies in favour of all Resolutions, unless the Shareholder has expressly indicated a different voting intention.

2.4 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company Secretary at info@firstau.com at least 5 Business Days before the Meeting.

Shareholders will also have the opportunity to submit questions during the Meeting in respect to the formal items of business. In order to ask a question during the Meeting, please follow the instructions from the Chair.

The Chair will attempt to respond to the questions during the Meeting. The Chair will request prior to a Shareholder asking a question that they identify themselves (including the entity name of their shareholding and the number of Shares they hold).

3. Background to the Transaction

3.1 Overview of the Takeover

As announced on 16 September 2026, FirstAU has made an off-market takeover bid to acquire all the Javelin Shares and Javelin Options under Chapter 6 of the Corporations Act (**Takeover**). To implement the Takeover, the Company and Javelin entered into a takeover implementation deed dated 16 September 2026, as amended and restated on 2 November 2026 (**TID**). A summary of the material terms of the TID are set out in Section 3.3 of this Explanatory Memorandum.

On 2 November 2026, the Company lodged with ASIC and served on Javelin, a bidder's statement under Part 6.5 of the Corporations Act (**Bidder's Statement**). The Bidder's Statement is dated 2 November 2026 and includes a Share Offer and an Option Offer. Despatch to Javelin Securityholders is anticipated to occur on 9 November 2026. The Bidder's Statement describes the terms of the Offers made by FirstAU and contains certain disclosures required by the Corporations Act. A copy is available on the Company's ASX announcement platform.

Pursuant to the terms of the Offers:

- the Share Offer Consideration is 0.5882 New FirstAU Shares for every 1 Javelin Share; and
- the Option Offer Consideration is 0.5882 New FirstAU Options for every 1 Javelin Option,

(together, the **Offers Consideration**).

If Resolution 1(a) and (b) are approved by Shareholders, and subject to the other conditions to the Takeover being satisfied, the Company will issue the applicable Offers Consideration to Javelin Securityholders who accept the applicable Offer or whose securities are compulsorily acquired for that consideration, subject to the applicable Offer Terms and compulsory acquisition requirements. If FirstAU:

- acquires at least 75% (by number) of the Javelin Shares that FirstAU offered to acquire under the Share Offer (whether the acquisition happened under the Share Offer or otherwise); and
- acquires a Relevant Interest in at least 90% (by number) of the Javelin Shares then on issue,

FirstAU will be entitled to compulsorily acquire the outstanding Javelin Shares under Part 6A.1 of the Corporations Act and, if it proceeds to do so, Javelin will become a wholly owned subsidiary of FirstAU within the Combined Group.

The Offers are conditional on Resolution 1(a) and (b) being approved. In the event that Resolution 1(a) and (b) are not approved by Shareholders, the Transaction will not be completed.

3.2 About Javelin

(a) Introduction

Javelin Minerals Limited (ASX: JAV) is a Western Australian focused gold exploration and development company with a portfolio of gold projects in the Eastern Goldfields

region. Javelin's two core assets are the Eureka Gold Project, located approximately 50km north of Kalgoorlie, and the Coogee Gold Project, located 55km south-east of Kalgoorlie. Alongside these projects, Javelin recently acquired the Central Yilgarn Gold Project, delivering significant exploration upside potential near Sandstone within the Yilgarn Craton.

Javelin has grown its total JORC Mineral Resource inventory (comprising Indicated and Inferred Mineral Resources) to approximately 237,372 ounces of gold, comprising 110,687oz at Eureka (2.04 million tonnes at 1.69 g/t Au) and 126,685oz (3.65 million tonnes at 1.08 g/t Au) at Coogee. Coogee also hosts a reported JORC Inferred Mineral Resource of 4,122 tonnes of copper (1.02 million tonnes at 0.41% Cu).

As at the Last Practicable Date, Javelin had 288,985,546 shares on issue.

(b) **Key projects**

(i) **Eureka Gold Project**

In December 2024, following shareholder approval, Javelin completed the 100% acquisition of the Eureka Gold Project from Delta Lithium Limited, per the terms of the transaction as announced on 25 October 2024. The Eureka Gold Project is located approximately 50km north of Kalgoorlie in Western Australia's Eastern Goldfields, on 4 granted mining leases and recently received all approvals to recommence mining operations.

Under the binding share sale agreement between Javelin and Delta Lithium Limited dated 22 October 2024, Javelin agreed to pay Delta (or its nominee/s) further deferred consideration of $1,000,000 worth of Javelin Shares (or cash, in certain circumstances) (**Deferred Consideration**) on achievement of the earlier of recommencement of mining operations on one or more of the Eureka Gold Project tenements and an increase in the Inferred Mineral Resource across those tenements to more than 200,000oz at a 0.5 g/t cut-off, in each case before 13 December 2027.

Delta, Javelin and FirstAU have entered into a side letter deed varying the terms on which the Deferred Consideration is satisfied. Under that deed, with effect from the Effective Control Date, Delta releases Javelin from the Deferred Consideration and FirstAU assumes sole responsibility for satisfying it, on the terms of that deed. In broad terms, if the relevant milestone is achieved, FirstAU must issue to Delta (or its nominee/s) FirstAU Shares equal in value to $1,000,000 (calculated by reference to the 10-day volume weighted average price of FirstAU Shares), subject to FirstAU Shareholder approval under ASX Listing Rule 7.1 and, in certain circumstances, may elect to pay $1,000,000 in cash instead.

In July 2025, Javelin commissioned a new independent Mineral Resource Estimate by Alf Gillman.[1] The updated Mineral Resource Estimate increased the Indicated Resource by 27%, from 62,000oz to 78,677oz, with the total Mineral Resource estimated at 2.04Mt at 1.69g/t Au for 110,687oz of gold. A substantial portion of the additional Mineral Resource is located directly beneath the existing Eureka open pit.

[1] Refer to Javelin's announcement titled 'Strong Indicated Resource growth highlights scope for increase in planned production' dated 16 July 2025.

Class	Au cut-off (g/t)	Volume (m^3)	Density	Tonnes (t)	Au (g/t)	Au ounces
Indicated	0.5	525,637	2.59	1,359,500	1.80	78,677
Inferred	0.5	251,207	2.72	682,088	1.46	32,010
Total	**0.5**	**776,844**	**2.63**	**2,041,588**	**1.69**	**110,687**

On 16 September 2026, Javelin and MEGA Resources Pty Ltd mutually agreed to terminate the Eureka Gold Project Right to Mine Agreement originally announced on 17 September 2025. Under the original agreement, MEGA Resources Pty Ltd was to provide geological, engineering, mining, and transport services, together with project financing up to $25 million for the Eureka Gold Project.

As at 30 June 2026, the Eureka Gold Project remains in the exploration and evaluation phase.

(ii) **Coogee Gold Project**

The Coogee Gold Project is located in the Eastern Goldfields of Western Australia, approximately 20km northeast of Kambalda and 55km south of Kalgoorlie, on the northern side of Lake Lefroy. The Coogee Gold Project lies within a prospective greenstone belt proximal to several major regional structures associated with significant mineralisation, including the Lefroy Fault and Mt Monger Fault.

The Coogee deposit was previously mined by Ramelius Resources Limited, with total production of approximately 147,000 tonnes at 4.77g/t Au for 20,400 ounces of recovered gold. The Coogee Gold Project hosts a Mineral Resource Estimate of approximately 3.65Mt at 1.08g/t Au for 126,685 ounces of gold.[2] Mineralisation extends along strike for approximately 1.2km, with an average width of approximately 350m and continuity to depths exceeding 225m.

Class	Weathering Zone	Au cut-off (g/t)	Volume (m^3)	Density (g/cm^3)	Tonnes (t)	Au (g/t)	Au ounces
Indicated	Supergene	0.5	7,531	2.10	15,816	1.17	593
	Primary	0.5	350,898	2.70	947,426	1.31	39,969
Inferred	Supergene	0.5	11,715	2.10	24,601	0.56	445
	Primary	0.5	987,773	2.70	2,666,988	1.00	85,677

[2] Refer to Javelin's announcement titled 'Phase 1 drilling program completed, assays pending at Coogee Gold Project' dated 23 January 2025.

Total	**Supergene**	**0.5**	**19,246**	**2.10**	**40,417**	**0.80**	**1,038**
	Fresh	**0.5**	**1,338,672**	**2.70**	**3,614,414**	**1.08**	**125,647**
TOTAL		**0.5**	**1,357,918**	**2.69**	**3,654,831**	**1.08**	**126,685**

Previous RC drilling at Coogee North returned significant gold and copper intersections, including CORC163, which intersected 5m at 14.22g/t Au from 143m and 3m at 2.31% Cu from 144m, and CORC171, which intersected 7m at 6.42g/t Au from 108m and 7m at 2.54% Cu from 108m. Historical drilling also outlined significant mineralisation directly along strike and gold-copper mineralisation offset to the northeast.

To support further testing of these targets, Javelin applied for funding under the WA State Government's Exploration Incentive Scheme and was subsequently successful in securing a grant to co-fund two deep diamond drillholes testing the Coogee North and Coogee West geophysical anomalies. The diamond drilling program to drill test these massive intrusive targets commenced in September 2026.

(iii) **Central Yilgarn Gold Project**

Javelin recently acquired the Central Yilgarn Gold Project through acquiring the combined tenure of CY Exploration Pty Ltd and Bulga Minerals Pty Ltd. The Central Yilgarn Gold Project comprises approximately 690km^2 of tenure near Sandstone in Western Australia, covering more than 120km of strike across the Panhandle, Illaara and Mt Cook/Maynard Hills Greenstone Belts.

This exploration project is strategically located adjacent to major regional gold projects and lies immediately north of Dreadnought's Illaara Gold Project. Highly underexplored for gold, this location offers significant discovery potential across multiple greenstone belts. Exploration is planned to commence in the near future, with geophysics, geochemistry and drilling planned to rapidly define targets.

(c) **Javelin Board**

As at date of this Notice, the Javelin Directors are:

- Brett Mitchell, Executive Chairman;
- Andrew Rich, Non-Executive Director;
- Peter Gilford, Non-Executive Director; and
- Michael Edwards, Non-Executive Director.

The Company Secretary of Javelin, as at the date of this Notice, is Johnathon Busing. The experience of the Javelin Directors is set out in Javelin's 2026 Annual Report, announced on 30 September 2026.

(d) **Corporate structure**

An overview of the corporate structure of the Javelin Group as at the date of this Notice is set out below:

Entity name	Country of incorporation	% equity interest held directly by Javelin
Cobalt Prospecting Pty Ltd	Australia	100%
Bulga Minerals Pty Ltd	Australia	100%
CY Exploration Pty Ltd	Australia	100%
Warriedar Mining Pty Ltd	Australia	100%

(e) **Javelin's issued capital**

(i) **Capital structure**

Based on documents lodged by Javelin with ASX before the date of this Notice, the following Javelin Securities are on issue as at the date of this Notice:

Class	Number
Javelin Shares	288,985,546
Javelin Options	162,847,941
Javelin Performance Rights	15,161,294

(ii) **Javelin Options**

There are four tranches of Javelin Options on issue (or 162,847,941 Javelin Options on issue in aggregate) as at the date of this Notice.

The Option Offer extends to all existing Javelin Options. Further, the holders of Javelin Options may exercise their Javelin Options at any time during the Offers Period and then accept the Share Offer. The respective offer price for each class of Javelin Option is set out below under the Option Offer.

Tranche	Key terms	Total number on issue	Consideration for each Javelin Option
JAVOA	Exercisable at $0.062 expiring 31 December 2028	88,757,694	0.5882 New FirstAU Options exercisable at $0.1054 each expiring 31 December 2028
JAVAB	Exercisable at $0.093 expiring 31 December 2028	10,322,580	0.5882 New FirstAU Options exercisable at $0.1581 each expiring 31 December 2028
JAVAA	Exercisable at $0.31 expiring 31 December 2028	24,574,153	0.5882 New FirstAU Options exercisable at $0.5270 each expiring 31 December 2028

Tranche	Key terms	Total number on issue	Consideration for each Javelin Option
JAVAAA	Exercisable at $0.124 expiring 6 December 2026	39,193,514	0.5882 New FirstAU Options exercisable at $0.2108 each expiring 6 December 2026

The Share Offer extends to Javelin Shares that are issued upon the exercise of Javelin Options during the period from the Register Date to the end of the Offers Period. The holders of Javelin Options may exercise their Javelin Options, subject to them expiring or lapsing, at any time during the Offers Period and then accept the Share Offer. Any Javelin Shares issued during the Offers Period upon exercise of any Javelin Options acquired by FirstAU under the Option Offer do not form part of the Share Offer bid class.

If not all the Javelin Options are either exercised or acquired by FirstAU under the Option Offer, FirstAU intends to seek to compulsorily acquire any outstanding Javelin Options pursuant to Part 6A.1 or Part 6A.2 of the Corporations Act if it is entitled to do so, although it reserves its right not to do so.

(iii) **Javelin Performance Rights and treatment of Javelin Performance Rights**

The Offers do not extend to Javelin Performance Rights. However, to the extent that any Javelin Performance Rights vest and are converted or exercised, the Share Offer will extend to the Javelin Shares in respect of which a person becomes registered or in respect of which a person becomes entitled to be registered as the holder prior to the end of the Offers Period as a result of the vesting, conversion of, or the exercise of, Javelin Performance Rights which are on issue at the Register Date.

Javelin and FirstAU have agreed that as soon as possible after the date of the TID, Javelin must use all reasonable endeavours to procure that, on the Effective Control Date, all Javelin Performance Rights (to the extent that they remain on issue) will either (at Javelin's discretion):

- be cancelled in consideration for the issue of new Javelin Shares;
- in the case of the Javelin Vendor Performance Rights, be cancelled in consideration for the issue of the Replacement Performance Rights. These comprise 6 performance rights expiring 30 March 2030 with an aggregate face value of $700,000. Each Replacement Performance Right will convert into that number of Shares equal to its face value divided by the greater of $0.051 and the 10-day VWAP of Shares following satisfaction of the relevant vesting milestone. The Replacement Performance Rights will be subject to vesting milestones equivalent to those applying to the Javelin Vendor Performance Rights they replace, with the milestone for the CYE Vendors expressed by reference to exploration licence application E 29/1328 (which replaced E 29/1306), and with each milestone extending to any replacement or successor tenement or application over the same or substantially the same ground. Their issue is subject to Shareholder approval under Resolution 2, and their terms are set out in Schedule 3; or

- vest in accordance with their terms and be exercised (if applicable), and the resulting Javelin Shares are issued.

(f) **Substantial shareholders**

Based on publicly available information in relation to Javelin, as at the date of this Notice, the substantial holders of Javelin are:

Javelin Shareholder	Javelin Shares	Voting Power (%)
Roologic Pty Ltd and Mr David Geraghty[1]	30,315,256	10.49%
Davide Bosio and associated entities[2]	23,227,772	8.04%
Delta Lithium Limited[3]	16,129,032	5.58%
Forrestania Resources Limited	14,948,365	5.17%

Notes:
1. FirstAU is instructed by Javelin that the Javelin Share Register records Roologic Pty Ltd as holding 30,115,256 Javelin Shares as at 15 October 2026. Refer to Roologic Pty Ltd's substantial holder notice given to Javelin on 18 August 2026.
2. FirstAU is instructed by Javelin that the Javelin Share Register records Davide Bosio and associated entities holding 23,227,772 Javelin Shares as at 15 October 2026. Refer to Davide Bosio's substantial holder notice given to Javelin on 12 June 2024.
3. Peter Gilford, Non-Executive Director of Javelin, is currently the chief financial officer and company secretary of Delta Lithium Limited.

(g) **Historical financial information**

The historical financial information below relates to Javelin. It is a summary only and the full financial accounts of Javelin for the financial period described below, which includes the notes to the accounts, can be found in Javelin's Annual Report.

The historical statements of financial position of Javelin set out below have been derived from the audited consolidated statements of financial position of Javelin for the financial years ended 30 June 2026, 30 June 2025 and 30 June 2024, being the last three audit reviewed and audited financial statements prior to the date of this Notice.

(i) **Historical consolidated statement of financial position**

	FY30 June 2026 $	FY30 June 2025 $	FY30 June 2024 $
CURRENT ASSETS			
Cash and cash equivalents	3,915,608	1,259,978	663,738
Trade and other receivables	275,931	104,984	49,385
Other assets	15,852	25,531	28,399
TOTAL CURRENT ASSETS	**4,207,391**	**1,390,493**	**741,522**
NON-CURRENT ASSETS			

Plant and equipment	7,656	8,880	5,319
Exploration and evaluation expenditure	12,135,783	10,360,880	5,868,240
TOTAL NON-CURRENT ASSETS	**12,143,439**	**10,369,760**	**5,873,559**
TOTAL ASSETS	**16,350,830**	**11,760,253**	**6,615,081**
CURRENT LIABILITIES			
Trade and other payables	1,011,411	354,820	270,409
TOTAL CURRENT LIABILITIES	**1,011,411**	**354,820**	**270,409**
NON-CURRENT LIABILITIES			
Provision - Rehabilitation	818,808	836,211	-
TOTAL NON-CURRENT LIABILITIES	**818,808**	**836,211**	**-**
TOTAL LIABILITIES	**1,830,219**	**1,191,031**	**270,409**
NET ASSETS	**14,520,611**	**10,569,222**	**6,344,672**
EQUITY			
Issued Capital	45,763,516	39,825,329	34,432,040
Reserves	10,647,568	9,949,022	8,525,244
Accumulated losses	(41,890,473)	(39,205,129)	(36,612,612)
TOTAL EQUITY	**14,520,611**	**10,569,222**	**6,344,672**

(h) **Interests of Javelin Directors in Javelin Securities**

Based on publicly available information in relation to Javelin, as at the date of this Notice, the Javelin Directors have the following interest in Javelin Securities:

Director	Javelin Shares	Javelin Options	Javelin Performance Rights	% of Javelin Shares	% of Javelin Securities (diluted)
Andrew Rich	4,129,031[1]	1,129,032[2]	3,225,806	1.43%	1.73%
Brett Mitchell	8,512,289[3]	2,631,208[4]	9,677,418[5]	2.95%	4.25%

Peter Gilford	903,225[6]	-	-	0.31%	0.18%
Michael Edwards	129,032[7]	-	-	0.04%	0.03%

Notes:

1. 2,258,064 held by Andrew Rich <Rich Family Superfund A/C>, 258,064 held by Mr Andrew Lynton Rich and Mrs Jessica Elizabeth Kate Rich and 1,612,903 held by Mr Andrew Rich <Rich Family A/C>.
2. Javelin Listed Options exercisable at $0.062 expiring 31 December 2028.
3. 6,496,160 held by Mr Brett Mitchell and Mrs Michelle Mitchell <Lefthanders Super Fund A/C> and 2,016,129 held by Mr Brett Mitchell and Mrs Michelle Mitchell <Mitchell Spring Family A/C>.
4. Comprising:
    a. 2,562,596 Javelin Listed Options exercisable at $0.062 expiring on or before 31 December 2028; and
    b. 68,612 Javelin Options exercisable at $0.31 expiring on or before 31 December 2028.
5. 3,629,031 held by Mr Brett Mitchell and Mrs Michelle Mitchell <Lefthanders Super Fund A/C> and 6,048,387 held by Mr Brett Mitchell and Mrs Michelle Mitchell <Mitchell Spring Family A/C>.
6. 645,161 held by Jahamac Pty Ltd <The Sweetpea Super A/C> and 258,064 held by Jahamac Pty Ltd <The Sweetpea Super SF A/C>.
7. Held via Shadwick Nominees Pty Ltd.
8. Total securities on a Fully Diluted Basis: 490,328,109, assuming the maximum number of Javelin Shares issuable on conversion of the Javelin Vendor Performance Rights. The Javelin Vendor Performance Rights convert into that number of Javelin Shares equal in value to $700,000 in aggregate, rather than on a one for one basis. Because the number of Javelin Shares issuable on conversion depends on the VWAP of Javelin Shares at the time of vesting, the maximum number issuable is 23,333,334 Javelin Shares, being $700,000 divided by the floor price of $0.03. However, under clause 4.14 of the TID, the Javelin Vendor Performance Rights are to be cancelled in exchange for Replacement Performance Rights if the Effective Control Date occurs, in which case no Javelin Shares will be issued in respect of them. The number of securities on a Fully Diluted Basis above assumes that maximum. The actual number issued would be lower if the relevant VWAP exceeds $0.03. Refer to section 9.6 of the Bidder's Statement for the conversion formula and further details of the Javelin Performance Rights.

(i) Interests of Javelin Directors in FirstAU Securities

No member of the Javelin Board has any interest in FirstAU Securities.

(j) Interests of Javelin Board in contracts with FirstAU Group

No member of the Javelin Board has any interest in any contract entered into by a FirstAU Group Member or any Related Bodies Corporate of the FirstAU Group.

(k) Javelin Director compensation

There is no payment or other benefit that is proposed to be made or given to any director, secretary, or executive officer of Javelin (or any of its Related Bodies Corporate) as compensation for the loss of, or consideration for or in connection with

his or her retirement from, office in Javelin (or any of its Related Bodies Corporate) in connection with the Takeover.

(l) **Payments or other benefits to Javelin Directors**

If Effective Control occurs, it is anticipated that Andrew Rich and Brett Mitchell (current Javelin Directors) will be appointed as Non-Executive Directors of FirstAU. Accordingly, if Effective Control occurs, Mr Rich will receive director fees of $48,000 per annum and Mr Mitchell will receive director fees of $48,000 per annum (in each case, inclusive of superannuation and exclusive of GST, if applicable).

Other than as disclosed in this Section 3.2(l), none of the members of the current Javelin Board have agreed to receive, or is entitled to receive, any benefit from FirstAU, or any FirstAU Group Member or any Related Bodies Corporate of the FirstAU Group, which is conditional on, or is related to, the Takeover.

3.3 Takeover Implementation Deed

(a) **Conditions precedent**

(i) **Share Offer**

The Share Offer and the contract resulting from the acceptance of this Share Offer (and each other Share Offer and each contract resulting from the acceptance thereof) are subject to the following conditions (**Share Offer Conditions**):

(A) **Minimum Acceptance Condition**

During, or at the end of, the Share Offer Period, the number of Javelin Shares in which FirstAU has a Relevant Interest is at least 50.1% of all the Javelin Shares (**Minimum Acceptance Condition**).

(B) **Regulatory approvals**

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

- the Share Offer to be lawfully made to and accepted by the Javelin shareholders, including under Listing Rule 7.1; and
- the transactions contemplated by the Bidder's Statement to be completed (including, without limitation, full, lawful and effectual implementation of the intentions set out in the Bidder's Statement),

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

(C) **No restraint, makes illegal or restrains the completion of the Transaction**

Between the date of the TID and the end of the Share Offer Period (each inclusive), no judgment, order, decree, statute, law, ordinance, rule or regulation, or other temporary restraining order, preliminary or permanent injunction, restraint or prohibition, entered, enacted, promulgated, enforced or issued by any court or other Government Agency of competent jurisdiction remains in effect that prohibits, materially restricts, makes illegal or restrains the completion of the Transaction and that judgment, order, decree, restraint or prohibition has become final and cannot be appealed or reviewed.

(D) **No Javelin Prescribed Occurrence**

Between the date of the TID and the commencement of the Share Offer Period (each inclusive) and during the Share Offer Period, no Javelin Prescribed Occurrence occurs.

(E) **No Javelin Regulated Event**

Between (and including) the date of the TID and the end of the Share Offer Period (each inclusive), no Javelin Regulated Event occurs.

(F) **No Javelin Material Adverse Change**

Between the date of the TID and the end of the Share Offer Period (each inclusive), no Javelin Material Adverse Change occurs.

(G) **No breach of Javelin Warranties and Javelin Undertakings**

Between (and including) the date of the TID and the end of the Share Offer Period (each inclusive), the Javelin Warranties are true and correct in all material respects and there is no breach of the Javelin Undertakings.

(H) **Minimum Bid Price Condition**

No requirement arises under section 621(3) of the Corporations Act (as modified by *ASIC Corporations (Minimum Bid Price) Instrument 2026/101*) to increase the Share Offer Consideration as a result of a fall in the value of a FirstAU Share after the date of the TID.

(I) **Receipt of third-party consents**

Before the end of the Share Offer Period, each relevant Javelin Group Member has received written notice under or in respect of each of the Javelin Material Contracts under which the relevant counterparty has agreed to provide all necessary consents, releases, confirmations, approvals, exemptions or waivers in respect of the Transaction required by and in a form satisfactory to FirstAU and, as at the end of the Share Offer Period, no such consents, releases, confirmations, approvals, exemptions or waivers have been withdrawn or revoked or rights in respect of such consents, releases, confirmations, approvals, exemptions or waivers have been exercised (or have been purported to be exercised) by the relevant counterparties.

(J) **Listing Rule 6.23.2**

ASX has granted a waiver of Listing Rule 6.23.2 to Javelin in respect of the Javelin Vendor Performance Rights, on terms reasonably satisfactory to FirstAU. The waiver was granted on 15 October 2026, conditional on: (i) the Offers being declared unconditional; (ii) FirstAU acquiring voting power in Javelin of at least 50.1%; and (iii) full details of the cancellation of the Javelin Vendor Performance Rights and the consideration payable being set out, to ASX's satisfaction, in both the Bidder's Statement and the Target's Statement. Accordingly, this Share Offer Condition has been satisfied.

(ii) **Option Offer**

The Option Offer is subject to a non-waivable defeating condition that, by the end of the Option Offer Period, the Share Offer is, or has been declared, unconditional in all respects (**Option Offer Condition**). The Option Offer Condition cannot be waived by either FirstAU or Javelin.

(b) **Exclusivity**

The TID provides that Javelin is subject to certain customary exclusivity obligations during the Exclusivity Period. These are summarised below:

- **'no shop' restriction**: Javelin (and its Representatives) must not directly or indirectly solicit, invite, encourage or initiate any Competing Proposal or any expression of interest, offer, invitation, proposal or discussion by any Third Party which could reasonably be expected to encourage or lead to the Third Party making an actual, proposed or potential Competing Proposal; must not initiate enquiries, negotiations or discussions which may lead to a Competing Proposal; must not commence or permit to be commenced any tender process, due diligence or similar activity which may lead to a Competing Proposal; or must not assist, procure or induce anyone else to do these things, or communicate any intention or willingness to do so.

- **'no talk' restriction**: Javelin (and its Representatives) must not directly or indirectly facilitate, participate, enter into, continue or participate in negotiations, discussions or other communications with any Third Party about an actual, proposed or potential Competing Proposal (or anything that could reasonably lead to one); must not negotiate, accept, enter into or offer to do so for any related agreement, arrangement or understanding; and must not assist, procure or induce, or communicate an intention to do, any of the above.

- **'no due diligence' restriction**: Javelin (and its Representatives) must not directly or indirectly solicit, encourage, facilitate, initiate, invite or permit any person other than FirstAU to undertake or continue due diligence on Javelin or any Javelin Group Member (including giving access to officers, employees or premises) in connection with, or where it could reasonably lead to, a Competing Proposal; must not disclose or make available non-public information about the Javelin Group to any Third Party (other than FirstAU) in connection with, or that may reasonably be expected to assist in formulating, a Competing Proposal; and must not assist, procure or induce anyone else to do these things, or announce or communicate an intention to do so.

In addition, Javelin is required to notify FirstAU of any Competing Proposal that Javelin receives and also provide FirstAU with a matching right if a Superior Proposal is received by Javelin. As at the Last Practicable Date, no such Superior Proposal or Competing Proposal has been received.

However, if the Javelin Board determines, acting in good faith and after receiving written legal advice from its legal adviser, that the Competing Proposal is or may reasonably be expected to lead to a Superior Proposal and that failing to take action or refusing to take the action (as the case may be) with respect to the Competing Proposal would or would be reasonably likely to constitute a breach of the fiduciary or statutory obligations of any member of the Javelin Group then the restrictions in clauses 8.3 ('no talk' restriction) and 8.4 ('no due diligence' restriction) of the Takeover Implementation Deed do not apply.

FirstAU Shareholders are encouraged to monitor ASX announcements by both FirstAU and Javelin for material developments until the Takeover is implemented. Full details of exclusivity are detailed in clause 8 of the TID. If the TID is terminated, the Takeover will not proceed.

(c) **Termination**

As outlined in clause 9 of the TID, the TID may be terminated in circumstances including the following events:

- **material breach by Javelin**: by FirstAU if Javelin materially breaches the TID (including a material breach of a Javelin Warranty) and fails to remedy it within five Business Days of notice;

- **material breach by FirstAU**: by Javelin if FirstAU materially breaches the deed (including a material breach of a FirstAU Warranty) and fails to remedy it within five Business Days of notice;

- **failure or change in recommendation or acceptance intention**: by FirstAU if a Javelin Director fails to make, adversely changes, qualifies, withdraws, or acts inconsistently with, their recommendation or acceptance intention (other than under an Abstain Requirement (as that term is defined in the TID and subject to clauses 3.2(b)(ii) and 8.8 of the TID);

- **entry into implementation agreement**: by FirstAU if a Javelin Group Member enters binding documentation to implement a Competing Proposal (excluding a confidentiality agreement entered solely to provide non-public information about a proposed Competing Proposal);

- **Javelin threshold event**: by FirstAU if a Javelin Material Adverse Change, a Javelin Prescribed Occurrence or a Javelin Regulated Event occurs after the date of the TID and that change, event, occurrence, fact, matter or thing is or was within the control of Javelin;

- **withdrawal of Takeover Bid**: by Javelin if FirstAU has applied to ASIC to withdraw the Takeover Bid;

- **change in recommendation or acceptance intention:** by Javelin if the Javelin Board (or a majority) adversely changes, qualifies or withdraws its recommendation or acceptance intention in circumstances permitted under clause 3.2 of the TID (other than under an Abstain Requirement);

- **FirstAU threshold event**: by Javelin if a FirstAU Material Adverse Change, a FirstAU Prescribed Occurrence or a FirstAU Regulated Event occurs after the date of the TID and that change, event, occurrence, fact, matter or thing is or was within the control of FirstAU;

- **adverse expert conclusion**: the Independent Expert does not conclude, or ceases to conclude, in the Independent Expert's Report or any update to it, that the Offers are fair and reasonable or not fair but reasonable;

- **Conditions not satisfied**: by either party, if a Condition for whose benefit it is specified in the tables in clauses 2.3 or 2.4 of the TID is not satisfied or waived (as applicable) by the required time and becomes incapable of satisfaction, or the Offers are withdrawn under the Corporations Act or lapse;

- **End Date**: by either party, if the Effective Control Date has not occurred by the End Date; and

- **termination by agreement**: the TID may also be terminated at any time if FirstAU and Javelin agree in writing.

Full details of the termination events are detailed in clause 9 of the TID. If the TID is terminated, the Takeover will not proceed.

(d) **End Date**

The Takeover will lapse and be of no further force or effect if the Effective Control Date has not occurred on or before 16 March 2027 or such later date as FirstAU and Javelin agree in writing.

4. Overview of the Combined Group

4.1 Rationale for the Offers

The merger with Javelin is aligned with FirstAU's strategy of building a portfolio of Western Australian gold assets where existing geological information and previous exploration can provide a potentially accelerated pathway to resource definition. The Transaction delivers FirstAU with:

- **Scale & Diversification** - logical consolidation of two highly complementary portfolios of Western Australian gold assets that broadens FirstAU's resource-backed project portfolio.

- **Synergies** – unlocks additional opportunities for future exploration and development in the Eastern Goldfields region.

- **Expanded WA Eastern Goldfields gold resource base**: proposed combination brings together three brownfields gold projects near Kalgoorlie in Western Australia, with reported Mineral Resources totalling approximately 350,300 ounces of gold, comprising Gimlet (~112,900 oz), Eureka (~110,687 oz) and Coogee (~126,685 oz).

- **Enhanced Board & Management** – strengthened executive team to be led by Daniel Raihani as Executive Chair with Piers Lewis and Lachlan Kenna remaining on the FirstAU Board and Brett Mitchell and Andrew Rich to be appointed as directors of FirstAU.

4.2 Operations of the Combined Group

At the time of successful completion of the Takeover, the Combined Group will bring together the Gimlet Gold Project, Riverina East Gold Project, the Eureka Gold Project and the Coogee Gold Project.

If the Offers are successful, Javelin Shareholders and Javelin Optionholders who accept the applicable Offer or whose securities are compulsorily acquired for the applicable consideration

will become holders of the corresponding FirstAU Securities, subject to the applicable Offer terms and compulsory acquisition requirements. FirstAU believes there are a number of key strategic and financial benefits that will arise from the successful combination of FirstAU and Javelin. These include:

- rationalisation of future decision-making processes in relation to the Combined Group and its prospective assets;
- the potential improvement of the efficiency and timeliness in the development of the assets of the Combined Group to maximise securityholder value by accelerating exploration and development;
- Javelin's technical resources will supplement and enhance FirstAU's technical and operational capabilities;
- the alignment of the interests of the two securityholder groups into a like-minded, single group of securityholders; and
- the reduction of corporate overheads and duplicated roles.

The Combined Group will have a reported Mineral Resource totalling approximately 350,300 ounces of gold.

Project	Mineral Resource classification	Gold cut-off (g/t)	Tonnes (t)	Gold grade (g/t)	Contained gold (oz)
Gimlet Gold Project[3]	Indicated	0.5	1,034,000	2.12	70,400
	Inferred	0.5	549,000	2.41	42,500
	TOTAL	**0.5**	**1,583,000**	**2.22**	**112,900**
Eureka Gold Project[4]	Indicated	0.5	1,359,500	1.8	78,677
	Inferred	0.5	682,088	1.46	32,010
	TOTAL	**0.5**	**2,041,588**	**1.69**	**110,687**
Coogee Gold Project[5]	Indicated	0.5	963,242	1.31	40,563
	Inferred	0.5	2,691,589	1.00	86,122
	TOTAL	**0.5**	**3,654,831**	**1.08**	**126,685**

4.3 Pro forma capital structure

The table below sets out:

[3] Refer to FirstAU's announcement titled 'Maiden Indicated Gold Resource at Gimlet: 62% now in Indicated Category' dated 16 April 2026.
[4] Refer to Javelin's announcement titled 'Strong Indicated Resource growth highlights scope for increase in planned production' dated 16 July 2025.
[5] Refer to Javelin's announcement titled 'MRE at Coogee Gold Project in WA increases 158% to 126,685oz' dated 26 August 2024. Coogee also hosts a reported copper Mineral Resource of 1 Mt at 0.41% Cu for 4,122 tonnes of copper. Refer to Javelin's ASX announcement dated 26 August 2024 for the classification breakdown of the Coogee copper Mineral Resource.

- the current number and class of securities issued by FirstAU assuming no existing FirstAU Options and FirstAU Performance Rights vest and are exercised; and

- the number and class of securities to be issued by FirstAU in the event that it completes the acquisition of all of the Javelin Shares and Javelin Options on issue under the Offers and, if applicable, compulsory acquisition, such that Javelin has become a wholly-owned subsidiary of FirstAU.

	FirstAU Shares	FirstAU Options	FirstAU Performance Rights
Existing Securities on Issue	188,174,243	16,952,323	17,857,379
Share Offer[1]	178,899,168	-	-
Option Offer[2]	-	95,787,159	-
Replacement Performance Rights[3]	-	-	6[3]
TOTAL	**367,073,411**	**112,739,482**	**17,857,385**

Notes:
1. Assumes 304,146,834 Javelin Shares on issue or issued during the Offers Period, which includes:
   a. 288,985,546 Javelin Shares on issue as at the date of this Notice; and
   b. 15,161,288 Javelin Performance Rights (being, 15,161,294 Javelin Performance Rights on issue as at the date of this Notice less 6 Javelin Vendor Performance Rights).
2. Assumes 162,847,941 Javelin Options on issue. See sections 6 and 9.6(b) of the Bidder's Statement for more information regarding the Option Offer and the treatment of Javelin Options.
3. See section 9.6(c) of the Bidder's Statement for more information regarding the treatment of Javelin Performance Rights. The 6 Replacement Performance Rights referred to in that section are convertible into a maximum of 13,725,494 FirstAU Shares in aggregate, calculated by dividing the face value of each Replacement Performance Right by the $0.051 floor price and rounding up to the next whole Share for each right.

4.4 Substantial shareholders in the Combined Group

Following completion of the Offers and based on the following assumptions:

- FirstAU acquires 100% of the Javelin Shares and Javelin Options on issue prior to the end of the Offers;

- no Javelin Options are exercised into Javelin Shares prior to the end of the Option Offer Period;

- no Javelin Shareholder holds any FirstAU Shares; and

- FirstAU issues all FirstAU securities described in section 11.3 of the Bidder's Statement,

the percentage of the Combined Group to be held by existing Javelin Shareholders is expected to be approximately 48.7%.

Based on information lodged with ASX or known to FirstAU as at the Last Practicable Date referred to in the Bidder's Statement, it is expected that there will be no substantial shareholders of FirstAU following completion of the Offers.

4.5 Indicative timetable

Event	Date* (2026)
Execution of Takeover Implementation Deed	Wednesday, 16 September
Bidder's Statement lodged with ASIC and served on Javelin	Monday, 2 November
Register Date	5:00pm (AWST) on Monday, 2 November
Despatch of Bidder's Statement to Javelin Shareholders	Monday, 9 November
Takeover Offers open	Monday, 9 November
General Meeting	1:30pm (AWST) on Monday, 7 December
Date for Notice of Status of Conditions	Monday, 7 December
Takeover Offers close (unless extended or withdrawn)	4:00pm (AWST) on Monday, 14 December

**These dates may change as permitted under the Corporations Act and/or with any required consent from ASIC.*

4.6 Combined Group Pro Forma Historical Financial Information

The pro forma balance sheet as at 30 June 2026 set out below (**Pro Forma Balance Sheet**) has been prepared for illustrative purposes only and on the assumption that the acquisition of the ownership interest in Javelin occurred on one day, that is, there are no staged acquisitions.

The Pro Forma Balance Sheet has been prepared assuming two scenarios, being that FirstAU acquires 100% of Javelin and that FirstAU acquires 50.1% of Javelin.

The Pro Forma Balance Sheet has been prepared in accordance with the measurement and recognition principles of International Financial Reporting Standards.

The Pro Forma Balance Sheet has not been audited and may be subject to changes arising from an audit process if an audit was performed on it. The reviewed consolidated balance sheet of FirstAU as at 30 June 2026 and the audited consolidated balance sheet of Javelin as at 30 June 2026 are also presented below.

The Pro Forma Balance Sheet is indicative only. FirstAU has drawn its own conclusions based on the known facts and other publicly available information.

The Pro Forma Balance Sheet assumes a FirstAU Share price of $0.16 for the purpose of valuing Shares issued as merger consideration.

This Section should be read in conjunction with the underlying financial information from which it was extracted, and the accounting policies of FirstAU and Javelin as disclosed in their most recent financial reports.

(a) **Scenario 1 – FirstAU acquires 100% of the issued capital of Javelin**

	FirstAU HY30 June 2026 (Reviewed)	Javelin FY30 June 2026 (Audited)	Subsequent Events / Merger Adjustments	Pro-Forma Combined Group
CURRENT ASSETS	$	$	$	$
Cash and cash equivalents	4,190,979	3,915,608	(2,763,719)	5,342,868
Other receivables	104,118	291,783	(10,552)	385,349
Other financial assets	138,381	-	-	138,381
TOTAL CURRENT ASSETS	**4,433,478**	**4,207,391**	**(2,774,271)**	**5,866,598**
NON-CURRENT ASSETS				
Exploration and evaluation – acquisition costs (FirstAU) [1]	6,717,241	-	438,363	7,155,604
Exploration and evaluation expenditure (Javelin) [2]	-	12,135,783	(12,135,783)	-
Exploration and evaluation – fair value recognised on acquisition of Javelin [3]	-	-	36,732,431	36,732,431
Property, plant and equipment	15,832	7,656	-	23,488
TOTAL NON-CURRENT ASSETS	**6,733,073**	**12,143,439**	**25,035,011**	**43,911,523**
TOTAL ASSETS	**11,166,551**	**16,350,830**	**22,260,740**	**49,778,121**
CURRENT LIABILITIES				
Trade and other payables	3,315,306	1,011,411	(2,779,272)	1,547,445
TOTAL CURRENT LIABILITIES	**3,315,306**	**1,011,411**	(2,779,272)	**1,547,445**
NON-CURRENT LIABILITIES				
Provision - Rehabilitation	-	818,808	-	818,808
TOTAL NON-CURRENT LIABILITIES	-	818,808	-	818,808
TOTAL LIABILITIES	**3,315,306**	**1,830,219**	**(2,779,272)**	**2,366,253**
NET ASSETS	**7,851,245**	**14,520,611**	**25,040,012**	**47,411,868**
EQUITY				
Issued Capital [4]	30,555,527	45,763,516	(16,144,057)	60,174,986
Reserves [5]	-	10,647,568	(149,768)	10,497,800
Accumulated losses	(22,704,282)	(41,890,473)	41,333,837	(23,260,918)
TOTAL EQUITY ATTRIBUTABLE TO SHAREHOLDERS OF THE COMPANY	**7,851,245**	**14,520,611**	**25,040,012**	**47,411,868**

Notes:

Pro Forma Combined Group is based on FirstAU audited Interim Report at 30 June 2026 adjusted for subsequent events to 30 September 2026 and Javelin on audited Annual Report at 30 June 2026.

1. **Exploration and evaluation - acquisition costs – FirstAU.**
   Acquisition costs represent the capital cost incurred by FirstAU in the acquisition of tenements.
2. **Exploration and evaluation expenditure – Javelin**
   Exploration and evaluation expenditure incurred is accumulated in respect of each identifiable area of interest for which rights of tenure are current. These costs are only carried forward to the extent that they are expected to be recouped through the successful development of the area or where activities in the area have not yet reached a stage that permits reasonable assessment of the existence of economically recoverable reserves.
   For the purposes of the Pro-Forma Combined Group, this asset is included in Exploration and Evaluation – fair value uplift of Javelin. Refer Note 3.
3. **Exploration and evaluation – fair value uplift on acquisition of Javelin**
   Although the shares of Javelin are proposed to be acquired, essentially the asset acquired are tenements held by Javelin. Since substantially all of the value of the acquisition is in these tenements, then the optional concentration test in AASB 3 has been adopted. Therefore, FirstAU is treating the purchase as an asset acquisition rather than a business combination
   FirstAU will recognise an exploration and evaluation asset in their financial statements (rather than an investment) which represents the purchase amount of the tenements being the consideration less any incidental assets or liabilities acquired. This is consistent with the current accounting policy of FirstAU to recognise the purchase price of tenements as an asset and expense subsequent expenditure. Since the transaction was an arm's length transaction, the purchase price represents the fair value of the assets acquired.
   The increase in exploration and evaluation asset represents the purchase price of the tenement from Javelin. Subsequent exploration and evaluation expenditure incurred will be expensed which is consistent with FirstAU accounting policy.
4. **Issued capital FirstAU**
   Adjustment of approx. negative ($16.1m) represents: elimination of Javelin issued capital of approx. $45.7m, additional FirstAU capital of (a) approx. $1m prior to 30 September 2026; (b) approx. $28.6m based on offer of 0.5882 FirstAU Shares for each Javelin Share based on FirstAU Share price at 30 September 2026 of approx. $0.16 per FirstAU Share.
   Javelin shares will be valued at fair value on the date the takeover completes in accordance with AASB 3, which is when FirstAU gains control of Javelin. Fair value is FirstAU's share price on that day, not the share price when the offer was announced. For the purpose of the Pro Forma, the share price value at 30 September 2026 has been adopted.
5. **Reserves - Options FirstAU**
   Javelin options converted to FirstAU options. Valuation method was Black-Scholes option pricing model.

(b) **Scenario 2 – FirstAU acquires 50.1% of the issued capital of Javelin**

	FirstAU HY30 June 2026 (Reviewed)	Javelin FY30 June 2026 (Audited)	Subsequent Events / Merger Adjustments	Pro-Forma Combined Group
CURRENT ASSETS	$	$	$	$
Cash and cash equivalents	4,190,979	3,915,608	(2,763,719)	5,342,868
Other receivables	104,118	291,783	(10,552)	385,349
Other financial assets	138,381	-		138,381

TOTAL CURRENT ASSETS	**4,433,478**	**4,207,391**	**(2,774,271)**	**5,866,598**
NON-CURRENT ASSETS				
Exploration and evaluation – acquisition costs (FirstAU) [1]	6,717,241	-	438,363	7,155,604
Exploration and evaluation expenditure (Javelin) [2]	-	12,135,783	(12,135,783)	-
Exploration and evaluation – fair value recognised on acquisition of Javelin [3]	-	-	36,732,431	36,732,431
Property, plant and equipment	15,832	7,656	-	23,488
TOTAL NON-CURRENT ASSETS	**6,733,073**	**12,143,439**	**25,035,011**	**43,911,523**
TOTAL ASSETS	**11,166,551**	**16,350,830**	**22,260,740**	**49,778,121**
CURRENT LIABILITIES				
Trade and other payables	3,315,306	1,011,411	(2,779,272)	1,547,445
TOTAL CURRENT LIABILITIES	**3,315,306**	**1,011,411**	**(2,779,272)**	**1,547,445**
NON-CURRENT LIABILITIES				
Provision - Rehabilitation	-	818,808	-	818,808
TOTAL NON-CURRENT LIABILITIES	-	818,808	-	818,808
TOTAL LIABILITIES	**3,315,306**	**1,830,219**	**(2,779,272)**	**2,366,253**
NET ASSETS	**7,851,245**	**14,520,611**	**25,040,012**	**47,411,868**
EQUITY				
Issued Capital [4]	30,555,527	45,763,516	(30,425,167)	45,893,876
Reserves [5]	-	10,647,568	(5,388,170)	5,259,398
Accumulated losses	(22,704,282)	(41,890,473)	41,333,837	(23,260,918)
Non-controlling interest – share capital (Javelin) [6]	-	-	14,281,110	14,281,110
Non-controlling interest – reserves (Javelin) [7]	-	-	5,238,402	5,238,402
TOTAL EQUITY	**7,851,245**	**14,520,611**	**25,040,012**	**47,411,868**

Notes:

Pro Forma Combined Group is based on FirstAU audited Interim Report at 30 June 2026 adjusted for subsequent events to 30 September 2026 and Javelin on audited Annual Report at 30 June 2026.

1. **Exploration and evaluation - acquisition costs – FirstAU**
   Acquisition costs represent the capital cost incurred by FirstAU in the acquisition of tenements.
2. **Exploration and evaluation expenditure – Javelin**
   Exploration and evaluation expenditure incurred is accumulated in respect of each identifiable area of interest for which rights of tenure are current. These costs are only carried forward to the extent that they are expected to be recouped through the successful development of the area or where

activities in the area have not yet reached a stage that permits reasonable assessment of the existence of economically recoverable reserves.

For the purposes of the Pro-Forma Combined Group, this asset is included in Exploration and Evaluation – fair value uplift of Javelin. Refer Note 3.

3. **Exploration and evaluation – fair value uplift on acquisition of Javelin**

   Although the shares of Javelin are proposed to be acquired, essentially the asset acquired are tenements held by Javelin. Since substantially all of the value of the acquisition is in these tenements, then the optional concentration test in AASB 3 has been adopted. Therefore, FirstAU is treating the purchase as an asset acquisition rather than a business combination

   FirstAU will recognise an exploration and evaluation asset in their financial statements (rather than an investment) which represents the purchase amount of the tenements being the consideration less any incidental assets or liabilities acquired. This is consistent with the current accounting policy of FirstAU to recognise the purchase price of tenements as an asset and expense subsequent expenditure. Since the transaction was an arm's length transaction, the purchase price represents the fair value of the assets acquired.

   The increase in exploration and evaluation asset represents the purchase price of the tenement from Javelin. Subsequent exploration and evaluation expenditure incurred will be expensed which is consistent with FirstAU accounting policy.

4. **Issued capital FirstAU**

   Adjustment of approx. negative ($30.4m) represents: elimination of Javelin issued capital of approx. $45.7m, additional FirstAU capital of (a) approx. $1m prior to 30 September 2026; (b) approx. $14.3m based on offer of 0.5882 FirstAU Shares for each Javelin Share based on FirstAU Share price at 30 September 2026 of approx. $0.16 per FirstAU Share.

   Javelin Shares will be valued at fair value on the date the takeover completes in accordance with AASB 3, which is when FirstAU gains control of Javelin. Fair value is FirstAU's Share price on that day, not the share price when the offer was announced. For the purpose of the Pro Forma, the FirstAU Share price value at 30 September 2026 has been adopted.

5. **Reserves - Options FirstAU**

   Javelin Options converted to FirstAU Options. Valuation method was Black-Scholes option pricing model.

6. **Non-controlling interest - share capital Javelin**

   Based on FirstAU acquiring 50.1% of Javelin shares after consolidation of the Javelin shares and FirstAU applying offer price of 0.5882 per share valued at FirstAU Share price at 30 September 2026.

7. **Non-controlling interest – Reserves - Options Javelin**

   Javelin Options. Represents approx. 49.9% of total option value.

4.7 Risks

In considering the Resolutions relating to the Transaction, Shareholders should be aware that there are a number of risks associated with the Transaction and an investment in FirstAU and the Combined Group.

In deciding how to vote, Shareholders should read this Notice and the Bidder's Statement carefully and consider the risks described in section 13 of the Bidder's Statement. While some of these risks can be mitigated, some are outside the control of FirstAU and the Board and cannot be mitigated.

The risks described in this Section and section 13 of the Bidder's Statement do not take into account the individual investment objectives, financial situation or particular needs of Shareholders. They are general in nature and are not an exhaustive list of all risks associated with the Transaction or an investment in FirstAU or the Combined Group. Mining, exploration

and development of natural resources are speculative activities and are subject to significant risks.

There may also be additional risks and uncertainties not currently known to FirstAU, or which are currently known to FirstAU but which FirstAU currently considers to be individually immaterial, which may adversely affect FirstAU's business, operations and future prospects and the price or value of FirstAU Shares in the future.

Risks associated with the Offers are set out in section 13.2 of the Bidder's Statement. These include satisfaction of the Conditions, potential selling pressure following the issue of Shares and option expiry risk. In particular, the Javelin Options exercisable at $0.124 each (JAVAAA) and the corresponding New FirstAU Options expire on 6 December 2026, before the anticipated close of the Offers on 14 December 2026, and replacement options may be issued on or after expiry and have no value.

Risks associated with holding FirstAU Securities in the Combined Group are set out in section 13.3 of the Bidder's Statement. These include integration risk and failure to realise anticipated synergies, future funding requirements and further dilution, resource estimation, exploration and development risks, title and access, approvals, native title and heritage, operational and environmental risks, commodity prices, market conditions and the other risks described in that section.

Section 13.4 of the Bidder's Statement describes risks for Javelin Securityholders who do not accept the Offers and remain securityholders in Javelin. If FirstAU acquires control without acquiring all Javelin Shares, its ability to implement its intentions for Javelin may be constrained by minority-shareholder protections and the duties of Javelin's directors, as explained in section 10 of the Bidder's Statement.

If you are unclear in relation to any matter, you should consult your financial, legal or other professional adviser.

5. Resolution 1(a) and (b) – Approval to issue Javelin Consideration Securities

5.1 General

A summary of the background to the Transaction and the proposed issue of securities is set out in Section 3.1.

Resolution 1(a) seeks Shareholders approval pursuant to Listing Rule 7.1 to issue up to 288,410,994 Javelin Consideration Shares, calculated on the maximum of 490,328,109 Javelin Shares that could be on issue at the end of the Offers Period, assuming all Javelin Options are exercised and all Javelin Performance Rights convert into the maximum number of Javelin Shares.

Resolution 1(b) seeks Shareholders approval pursuant to Listing Rule 7.1 to issue up to 95,787,159 Javelin Consideration Options, calculated on the 162,847,941 Javelin Options on issue, assuming none are exercised.

5.2 Summary of material terms of the TID

A summary of the material terms and conditions of the TID is set out in Section 3.3.

5.3 Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12 month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The number of Equity Securities that would be issued by the Company under the Takeover equates to over 100% of the number of Shares that the Company had on issue at the date of the announcement of the Takeover. Accordingly, Exception 6 in Listing Rule 7.2 (which provides that Equity Securities issued under a takeover bid under Chapter 6 of the Corporations Act (such as the Takeover) are excluded from the restriction in Listing Rule 7.1 described above) is not expected to be available in connection with the Takeover Offer.

The issue of the Javelin Consideration Securities does not fit within any of the other exceptions to Listing Rule 7.1 and exceeds the Company's 15% placement capacity under Listing Rule 7.1. The Company therefore requires the approval of Shareholders under listing Rule 7.1.

The effect of Shareholders passing Resolution 1(a) and (b) will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% additional placement capacity set out in Listing Rule 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 1(a) and (b) are passed, the Company will be able to proceed with the issue of the Javelin Consideration Securities to the Javelin Securityholders (or their nominees). As a result, the Company will be able to proceed to acquire Javelin because the Company will have satisfied the condition to approve the issue of the Javelin Consideration Securities.

If Resolution 1(a) and (b) are not passed, the Company will not be able to proceed with the issue of Javelin Consideration Securities to the Javelin Securityholders (or their nominees). As a result, the Company will not be able to proceed to acquire Javelin because the Company will not have satisfied the condition to approve the issue of the Javelin Consideration Securities.

5.4 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the issue of the Javelin Consideration Securities:

(a) The Javelin Consideration Securities will be issued to Javelin Securityholders (or their nominees), none of whom is a related party or Material Investor, other than Andrew Rich and Brett Mitchell who are directors of Javelin that are intended to be appointed as Directors of the Company. Listing Rule 10.12 exception 12 sets out an exception to Listing Rule 10.11 for an issue of equity securities under an agreement or transaction between an entity and a person who would not otherwise be a related party but for the fact that they believe, or have reasonable grounds to believe, that they are likely to become a related party in the future because of the agreement or transaction. As a result, the Company does not consider Andrew Rich and Brett Mitchell to be parties to which Listing Rules 10.11 applies for the purposes of Resolution 1.

For completeness, the Company notes that Javelin substantial shareholders (refer to Section 3.2(f)) may receive a significant amount of Javelin Consideration Shares pursuant to Resolution 1(a) if they accept the Share Offer. The following table shows the number of Javelin Consideration Shares expected to be issued to each Javelin substantial shareholder if the Share Offer is accepted, and the corresponding expected voting power:

Javelin substantial shareholder	Javelin Consideration Shares to be issued to each Javelin substantial shareholder if the Share Offer is accepted[1]	Voting power in FirstAU[2]
Roologic Pty Ltd and Mr David Geraghty	17,831,434	4.9%
Davide Bosio and associated entities	13,662,576	3.7%
Delta Lithium Limited	9,487,097	2.6%
Forrestania Resources Limited	8,792,629	2.4%

Notes:

1. Based on the substantial holder table in Section 3.2(f) and the Exchange Ratio.
2. Based on 367,073,411 FirstAU Shares on issue on completion of the Takeover Offer. Refer to the pro forma capital structure in Section 4.3 for further information.

Roologic Pty Ltd and Mr David Geraghty also hold 41,996,925 Javelin Options and may receive up to 24,702,592 Javelin Consideration Options pursuant to Resolution 1(b) if they accept the Option Offer.

(b) A maximum of:

(i) 288,410,994 Javelin Consideration Shares (assuming all Javelin Options and Javelin Performance Rights are exercised and convert to the maximum number of Shares); and

(ii) 95,787,159 Javelin Consideration Options (assuming no Javelin Options are exercised and convert to Shares),

may be issued pursuant to Resolution 1(a) and (b) respectively.

(c) The Javelin Consideration Shares are fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.

(d) The Javelin Consideration Options are subject to the terms and conditions in Schedule 2.

(e) The issue of the Javelin Consideration Securities will likely occur progressively in accordance with the requirements of the Corporations Act for provision of consideration for takeover offers but, in any event, will be issued no later than 6 months after the date of the Meeting (or any later date permitted by any ASX waiver).

(f) The Javelin Consideration Securities will be issued for nil cash consideration and no funds will be raised by their issue as they are being issued as consideration pursuant to the Transaction.

(g) A summary of the material terms of the TID is in Section 3.3 above.

(h) A voting exclusion statement is included in the Notice.

5.5 Additional information

Resolution 1(a) and (b) are each an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 1(a) and (b).

6. Resolution 2 – Approval to issue Replacement Performance Rights

6.1 General

A summary of the background to the Transaction is set out in Section 3.

The Javelin Vendor Performance Rights comprise 6 performance rights issued by Javelin on 18 August 2026 to the Javelin Vendors (or their respective nominees) as deferred consideration for Javelin's acquisition of Bulga Minerals Pty Ltd and CY Exploration Pty Ltd, comprising 4 Javelin Vendor Performance Rights issued to the Bulga Vendors (each with a face value of $87,500) and 2 Javelin Vendor Performance Rights issued to the CYE Vendors (each with a face value of $175,000), having an aggregate face value of $700,000.

Under clause 4.14 of the TID, Javelin and FirstAU have agreed to use all reasonable endeavours to procure that, on the Effective Control Date, all of the Javelin Vendor Performance Rights that remain on issue are cancelled under a Cancellation Agreement to be entered into by Javelin, FirstAU and each Javelin Vendor, in consideration for the issue by the Company of the Replacement Performance Rights to that Javelin Vendor.

The Replacement Performance Rights will have the same face value as, and will be subject to the same vesting milestones and expiry date as, the Javelin Vendor Performance Rights they replace. Each Replacement Performance Right will vest upon satisfaction of the relevant Milestone and may then, at the election of the holder, be converted into Shares, with the number of Shares determined by dividing the face value of that Replacement Performance Right by the greater of a floor price of $0.051 (being the $0.03 floor price applicable to the Javelin Vendor Performance Rights adjusted by the Exchange Ratio) and the volume weighted average price of Shares over the 10 trading days following satisfaction of the relevant Milestone. The terms and conditions of the Replacement Performance Rights are set out in full in Schedule 3.

ASX has granted a waiver of Listing Rule 6.23.2 to Javelin in respect of the Javelin Vendor Performance Rights, on terms reasonably satisfactory to FirstAU. The waiver was granted on 15 October 2026, conditional on: (i) the Offers being declared unconditional; (ii) FirstAU acquiring voting power in Javelin of at least 50.1%; and (iii) full details of the cancellation of the Javelin Vendor Performance Rights and the consideration payable being set out, to ASX's satisfaction, in both the Bidder's Statement and the Target's Statement. If the Effective Control Date does not occur, or if Shareholders do not approve the issue of the Replacement Performance Rights under this Resolution 2, the Javelin Vendor Performance Rights will not be cancelled and will remain on issue in accordance with their existing terms.

Resolution 2 seeks Shareholders approval pursuant to Listing Rule 7.1 to issue up to 6 Replacement Performance Rights to the Javelin Vendors (or their respective nominees).

6.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is in Section 5.3.

The issue of the Replacement Performance Rights does not fit within any of the exceptions to Listing Rule 7.1 and the Company is seeking the approval of Shareholders under listing Rule 7.1.

The effect of Shareholders passing Resolution 2 will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% additional placement capacity set out in Listing Rule 7.1, without the requirement to obtain prior Shareholder approval.

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Replacement Performance Rights to the Javelin Vendors (or their respective nominees). As a result, the Javelin Vendor Performance Rights will be cancelled in accordance with the Cancellation Agreements.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of Replacement Performance Rights to the Javelin Vendors (or their respective nominees). As a result, the Javelin Vendor Performance Rights will remain on issue in accordance with their existing terms and will not be cancelled.

6.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the issue of the Replacement Performance Rights:

(a) The Replacement Performance Rights will be issued to the Javelin Vendors (or their nominees), none of whom is a related party or Material Investor, in consideration for the cancellation of their Javelin Vendor Performance Rights, comprising 4 Replacement Performance Rights to be issued to the Bulga Vendors (each with a face value of $87,500) and 2 Replacement Performance Rights to be issued to the CYE Vendors (each with a face value of $175,000).

(b) A maximum of 6 Replacement Performance Rights will be issued. The Replacement Performance Rights will convert to Shares based on the formula in paragraph 1.3 of Schedule 3. Applying the $0.051 floor price, a maximum of:

(i) 1,715,687 Shares may be issued on conversion of each Replacement Performance Right issued to a Bulga Vendor (an aggregate maximum of 6,862,748 Shares for the 4 Replacement Performance Rights issued to the Bulga Vendors); and

(ii) 3,431,373 Shares may be issued on conversion of each Replacement Performance Right issued to a CYE Vendor (an aggregate maximum of 6,862,746 Shares for the 2 Replacement Performance Rights issued to the CYE Vendors),

being an aggregate maximum of 13,725,494 Shares issuable on conversion of all of the Replacement Performance Rights.

(c) The Replacement Performance Rights are subject to the terms and conditions in Schedule 3.

(d) The Replacement Performance Rights will be issued no later than 3 months after the date of the Meeting.

(e) The Replacement Performance Rights will be issued for nil cash consideration and no funds will be raised by their issue, as they are being issued by the Company solely in consideration for the cancellation of the corresponding Javelin Vendor Performance Rights pursuant to the Cancellation Agreements.

(f) A summary of the material terms of the TID is in Section 3.3 above. The material terms of the Cancellation Agreements are set out in Section 6.1.

(g) A voting exclusion statement is included in the Notice.

6.4 Additional information

Resolution 2 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 2.

7. Resolution 3 – Approval to issue Sandstone Consideration Shares

7.1 General

On 7 September 2026, the Company announced that it had entered into a binding agreement (**Sandstone Acquisition Agreement**) with Complete Prospecting Pty Ltd ACN 643 083 354 (**Complete Prospecting**) to acquire a package of tenements wholly held by Complete Prospecting via direct tenement acquisition from Complete Prospecting (**Sandstone Acquisition**).

The consideration paid or payable to Complete Prospecting pursuant to the Sandstone Acquisition Agreement is:

(a) $350,000 in cash already paid by the Company;

(b) $150,000 upon the Company announcing a Mineral Resource estimate in accordance with the JORC Code of greater than or equal to 10,000 ounces of gold at a cut-off grade of not less than 0.5g/t of gold on any one or more of the tenements subject to the Sandstone Acquisition, within 60 months of completion of the Sandstone Acquisition; and

(c) subject to shareholder approval under Listing Rule 7.1, the issue of such number of Shares (**Sandstone Consideration Shares**) that is equal to $400,000 divided by the 15-day VWAP of Shares prior to Sandstone Completion.

The Sandstone Acquisition Agreement contains conditions precedent and additional provisions considered standard for an agreement of this nature.

Resolution 3 seeks the approval of Shareholders pursuant to Listing Rule 7.1 for the issue of the Sandstone Consideration Shares to Complete Prospecting (or its nominees).

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 5.3 above.

The proposed issue of the Sandstone Consideration Shares does not fit within any of the exceptions to Listing Rule 7.1 and exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

If Resolution 3 is passed, the Company will be able to proceed with the issue of the Sandstone Consideration Shares to Complete Prospecting (or its nominees). In addition, the issue of the Sandstone Consideration Shares will be excluded in calculating the Company's 15% placement capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue or agree to issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of the Sandstone Consideration Shares to Complete Prospecting (or its nominees) and may be unable to complete the Sandstone Acquisition, or may need to renegotiate the terms of the Sandstone Acquisition, which may include increasing the cash portion of the consideration.

7.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Sandstone Consideration Shares:

(a) The Sandstone Consideration Shares will be issued to Complete Prospecting Pty Ltd ACN 643 083 354 (or its nominees), who is not a related party of the Company or a Material Investor.

(b) The number of Sandstone Consideration Shares will be calculated based on the following formula:

$$Number\ of\ Sandstone\ Consideration\ Shares = \frac{\$400{,}000}{15-day\ VWAP\ of\ Shares\ prior\ to\ Sandstone\ Completion}$$

Some worked examples demonstrating the effect of different VWAPs on the number of Sandstone Consideration Shares that will be issued are set out in the table below.

15-day VWAP of Shares prior to Sandstone Completion	Dollar Value of Sandstone Consideration Shares	Number of Sandstone Consideration Shares to be issued
$0.12	$400,000	3,333,333
$0.14		2,857,143
$0.16		2,500,000
$0.18		2,222,222
$0.20		2,000,000
$0.22		1,818,182
$0.24		1,666,667
$0.26		1,538,462
$0.28		1,428,571
$0.30		1,333,333

(c) The Sandstone Consideration Shares will be fully paid ordinary shares.

(d) The Sandstone Consideration Shares will be issued no later than 3 months after the date of the Meeting.

(e) The Sandstone Consideration Shares will be issued for nil cash consideration, as partial consideration for the Sandstone Acquisition pursuant to the terms of the Sandstone Acquisition Agreement. Accordingly, no funds will be raised by the issue of the Sandstone Consideration Shares.

(f) A summary of the Sandstone Acquisition Agreement is in Section 7.1 above.

(g) A voting exclusion statement is included in the Notice.

7.4 Additional information

Resolution 3 is an ordinary resolution.

The Board recommends Shareholders vote in favour of Resolution 3.

8. Resolution 4 – Approval to issue Techgen Consideration Shares

8.1 General

On 12 October 2026, the Company announced that it had entered into a binding agreement (**Techgen Agreement**) with Techgen BBG Pty Ltd (ACN 628 294 842) (**Techgen**) (a wholly owned subsidiary of TechGen Metals Limited ASX:TG1) to acquire E36/1015 and E29/1053 (**Techgen Tenement Acquisition**).

The consideration paid or payable to Techgen pursuant to the Techgen Agreement is:

(a) $100,000 in cash already paid by the Company; and

(b) such number of Shares equal to $100,000 based on the 15-day VWAP up to but excluding the completion date (**Techgen Consideration Shares**).

Completion is expected to occur shortly after the Meeting and remains subject to customary shareholder, regulatory and third-party approvals, including the approval under Listing Rule 7.1 to issue the Techgen Consideration Shares, and any ministerial consents required.

The Techgen Agreement otherwise contains additional provisions considered standard for an agreement of this nature.

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.1 for the issue of the Techgen Consideration Shares to Techgen (or its nominee).

8.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 5.3 above.

The proposed issue of the Techgen Consideration Shares does not fit within any of the exceptions to Listing Rule 7.1. The Company is therefore seeking the approval of Shareholders under Listing Rule 7.1.

If Resolution 4 is passed, the Company will be able to proceed with the issue of the Techgen Consideration Shares to Techgen (or its nominee). In addition, the issue of the Techgen Consideration Shares will be excluded in calculating the Company's 15% placement capacity under Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue or agree to issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of the Techgen Consideration Shares to Techgen (or its nominee) and may be unable to complete

the Techgen Tenement Acquisition, or may need to renegotiate the terms of the Techgen Agreement, which may include increasing the cash portion of the consideration.

8.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Techgen Consideration Shares:

(a) The Techgen Consideration Shares will be issued to Techgen BBG Pty Ltd (ACN 628 294 842) (or its nominees), who is not a related party of the Company or a Material Investor.

(b) The number of Techgen Consideration Shares will be calculated based on the following formula:

$$Number\ of\ Techgen\ Consideration\ Shares = \frac{\$100{,}000}{15-day\ VWAP\ of\ Shares\ prior\ to\ Sandstone\ Completion}$$

Some worked examples demonstrating the effect of different VWAPs on the number of Techgen Consideration Shares that will be issued are set out in the table below.

15-day VWAP of Shares prior to Techgen Completion	Dollar Value of Techgen Consideration Shares	Number of Techgen Consideration Shares to be issued
$0.12	$100,000	833,333
$0.14		714,286
$0.16		625,000
$0.18		555,556
$0.20		500,000
$0.22		454,545
$0.24		416,667
$0.26		384,615
$0.28		357,143
$0.30		333,333

(c) The Techgen Consideration Shares will be fully paid ordinary Shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.

(d) The Techgen Consideration Shares will be issued no later than 3 months after the date of the Meeting.

(e) The Techgen Consideration Shares will be issued for nil cash consideration, as partial consideration for the Techgen Tenement Acquisition pursuant to the terms of the Techgen Agreement. Accordingly, no funds will be raised by the issue of the Techgen Consideration Shares.

(f) A summary of the Techgen Agreement is in Section 8.1 above.

(g) A voting exclusion statement is included in the Notice.

8.4 Additional information

Resolution 4 is an ordinary resolution.

The Board recommends that Shareholders vote in favour of Resolution 4.

Schedule 1 Definitions

In the Notice, words importing the singular include the plural and vice versa.

$ or A$	means Australian Dollars.
ASIC	means the Australian Securities and Investments Commission.
Associate	has the meaning given in the Corporations Act.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
Board	means the board of Directors.
Bulga Vendors	means the shareholders of Bulga Minerals Pty Ltd (ACN 681 528 361) (or their respective nominees) who hold Javelin Vendor Performance Rights.
Business Days	means a business day as defined in the Listing Rules.
Cancellation Agreement	means an agreement to be entered into between the Company, Javelin and each Javelin Vendor providing for the cancellation of that Javelin Vendor's Javelin Vendor Performance Rights in consideration for the issue of the Replacement Performance Rights.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Combined Group	means the FirstAU Group, including the Javelin Group, after 100% acceptance of the Offers.
Company	means First AU Limited (ACN 000 332 918).
Competing Proposal	has the same meaning given in the TID.
Complete Prospecting	means Complete Prospecting Pty Ltd (ACN 643 083 354).
Condition	means the conditions of the Offers as set out in Section 3.3(a).
Consolidation	means the consolidation of FirstAU's issued capital on a 20:1 basis, approved by FirstAU shareholders and completed on 5 October 2026.
Corporations Act	means the *Corporations Act 2001* (Cth), as amended.
CYE Vendors	means the shareholders of CY Exploration Pty Ltd (ACN 686 521 915) (or their respective nominees) who hold Javelin Vendor Performance Rights.
Director	means a director of the Company.
Effective Control	occurs when the Offers become, or are declared, free of all Conditions and FirstAU has a Relevant Interest in at least 50.1% of all Javelin Shares.

Effective Control Date	means the date on which Effective Control occurs.
End Date	means the date that is six months after the date of the TID, or such later date as the parties agree in writing.
Equity Security	has the same meaning as in the Listing Rules.
Exchange Ratio	means the number of FirstAU securities exchanged for one security in Javelin, being 0.5882 FirstAU securities (post-Consolidation).
Exclusivity Period	means the period starting on the date of the TID and ending on the first to occur of: (a) termination of the TID; (b) the end of the Offers Period; and (c) the End Date.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
FirstAU	means the Company.
FirstAU Group	means FirstAU and its Related Bodies Corporate (but excluding Javelin Group Members), and **FirstAU Group Member** means any of them.
FirstAU Material Adverse Change	has the same meaning given in the TID.
FirstAU Option	means an option to subscribe for a FirstAU Share.
FirstAU Performance Right	means a right, subject to certain terms and conditions, to acquire a FirstAU Share on the satisfaction (or waiver) of certain performance conditions.
FirstAU Prescribed Occurrence	has the same meaning given in the TID.
FirstAU Regulated Event	has the same meaning given in the TID.
FirstAU Securities	means any Equity Securities of the Company (including FirstAU Shares, FirstAU Options and/or FirstAU Performance Rights).
FirstAU Share or **Share**	means a fully paid ordinary share in the capital of the Company.
FirstAU Shareholder or **Shareholder**	means a holder of a Share.
FirstAU Warranty	has the same meaning given in the TID.
Fully Diluted Basis	means the aggregate number of Javelin Shares assuming that all Equity Securities have been exercised, converted or exchanged (as the case may be) into the maximum number of Javelin Shares those Equity Securities can be exercised, converted or exchanged into.

Government Agency	has the same meaning given in the TID.
Independent Expert	means the independent expert engaged by Javelin under the TID.
Independent Expert's Report	means the report referred to in clause 4.5 of the TID, including any update to it.
Javelin	Javelin Minerals Limited (ACN 151 900 855).
Javelin Board	means the board of directors of Javelin, or any independent sub-committee of the board of directors of Javelin that is validly constituted and authorised to consider and approve any actions or omissions arising out of or in connection with the Transaction and the TID.
Javelin Consideration Options	means the New FirstAU Options issued as Option Offer Consideration.
Javelin Consideration Securities	means the Javelin Consideration Options and the Javelin Consideration Shares.
Javelin Consideration Shares	means the New FirstAU Shares issued as Share Offer Consideration.
Javelin Directors	means a director of Javelin from time to time.
Javelin Group	means Javelin and its Related Bodies Corporate and **Javelin Group Member** means any of them.
Javelin Material Adverse Change	has the same meaning given in the TID.
Javelin Material Contracts	has the same meaning given in the TID.
Javelin Option	means an option to subscribe for a Javelin Share.
Javelin Option Register	means the register of Javelin Options maintained by Automic Pty Ltd ACN 152 260 814 on behalf of Javelin.
Javelin Optionholder	means a person who is registered in the Javelin Option Register as the holder of one or more Javelin Options.
Javelin Performance Rights	means a performance right that converts to Javelin Shares upon satisfaction of certain vesting conditions.
Javelin Prescribed Occurrence	has the same meaning given in the TID.
Javelin Regulated Event	has the same meaning given in the TID.
Javelin Securities	means Javelin Shares, Javelin Options and Javelin Performance Rights.
Javelin Securityholders	means Javelin Shareholders and Javelin Optionholders, together.

Javelin Share	means a fully paid ordinary share in the capital of Javelin.
Javelin Share Register	means the register of Javelin Shares maintained by Automic Pty Ltd on behalf of Javelin (or any replacement share registry appointed by Javelin from time to time, if applicable).
Javelin Shareholder	means a person who is registered in the Javelin Share Register as the holder of one or more Javelin Shares from time to time.
Javelin Undertakings	has the same meaning given in the TID.
Javelin Vendor Performance Rights	means the 6 Javelin Performance Rights issued on 18 August 2026 to the shareholders of Bulga Minerals Pty Ltd (ACN 681 528 361) and CY Exploration Pty Ltd (ACN 686 521 915) (or their respective nominees) in the proportions and on the terms and conditions set out in Javelin's notice of meeting dated 2 July 2026.
Javelin Vendors	means, together, the Bulga Vendors and the CYE Vendors.
Javelin Warranties	has the same meaning given in the TID.
JAVOA Options	means quoted Javelin Options expiring on 31 December 2028 with an exercise price of $0.062.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
Listing Rules	means the listing rules of ASX.
Material Investor	means, in relation to the Company: (a) a related party; (b) Key Management Personnel; (c) a substantial Shareholder; (d) an advisor; or (e) an associate of the above, who received or will receive Securities in the Company which constitute more than 1% of the Company's anticipated capital structure at the time of issue.
Meeting	has the meaning given in the introductory paragraph of the Notice.
New FirstAU Option	means an option to subscribe for a FirstAU Share to be issued to a Javelin Optionholder under the Option Offer on the terms and conditions set out in the Bidder's Statement, having an exercise price equal to the exercise price of the corresponding Javelin Option divided by the

	Exchange Ratio (rounded to the nearest $0.0001) and an expiry date equal to the expiry date of the corresponding Javelin Option.
New FirstAU Share	means a new fully paid FirstAU Share to be issued to the Javelin Shareholders under the Transaction.
Notice	means this notice of general meeting.
Offers	means, collectively, the Share Offer and the Option Offer.
Offers Period	means the Share Offer Period and the Option Offer Period, as the context requires.
Option Offer	means the off-market takeover offer by FirstAU to acquire all the Javelin Options on issue prior to the end of the Offers Period on the terms and conditions set out in the Bidder's Statement.
Option Offer Condition	means the condition applicable to the Option Offer, as described in Section 3.3(a)(ii).
Option Offer Consideration	means the consideration payable by FirstAU for the transfer to FirstAU of Javelin Options held by Javelin Optionholders, being 0.5882 New FirstAU Options for every 1 Javelin Option.
Option Offer Period	means the period during which the Option Offer is open for acceptance.
Proxy Form	means the proxy form attached to the Notice.
Recommendations	means the 4th Edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations.
Register Date	means 5:00pm (AWST) on 2 November 2026, being the date set by FirstAU under section 633(2) of the Corporations Act.
Related Body Corporate	has the meaning given in section 50 of the Corporations Act.
Relevant Interest	has the meaning given in the Corporations Act as modified by any class order or other instrument executed by ASIC.
Replacement Performance Rights	means the performance rights to be issued by the Company to the Javelin Vendors (or their respective nominees) in consideration for the cancellation of the Javelin Vendor Performance Rights, on the terms and conditions set out in Schedule 3.
Representative	means in relation to a party or its Related Bodies Corporate, any director, officer or employee or agent of, and any accountant, auditor, financier, financial adviser, legal adviser, technical adviser or other expert or consultant to, that person.
Resolution	means a resolution referred to in the Notice.
Sandstone Acquisition	has the meaning given in Section 7.1.

Sandstone Acquisition Agreement	has the meaning given in Section 7.1.
Sandstone Completion	means completion of the Sandstone Acquisition Agreement.
Sandstone Consideration Shares	has the meaning given in Section 7.1.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Share Offer	means the off-market takeover offer by FirstAU to acquire all the Javelin Shares on issue prior to the end of the Offers Period on the terms and conditions set out in the Bidder's Statement.
Share Offer Conditions	means the condition applicable to the Share Offer, as described in Section 3.3(a)(i).
Share Offer Consideration	means the consideration payable by FirstAU for the transfer to FirstAU of Javelin Shares held by Javelin Shareholders, being 0.5882 New FirstAU Shares for every 1 Javelin Share.
Share Offer Period	means the period during which the Share Offer is open for acceptance.
Shareholder	means the holder of a FirstAU Share.
Superior Proposal	has the same meaning given in the TID.
Takeover Bid	means the off-market takeover bid by FirstAU to acquire all the Javelin Shares and Javelin Options under Chapter 6 of the Corporations Act.
Techgen	means Techgen BBG Pty Ltd (ACN 628 294 842).
Techgen Agreement	has the meaning given in Section 8.1.
Techgen Completion	means completion of the Techgen Agreement.
Techgen Consideration Shares	has the meaning given in Section 8.1.
Techgen Tenement Acquisition	has the meaning given in Section 8.1.
Third Party	means a person who: (a) is not a FirstAU Group Member or an Associate of a FirstAU Group Member; (b) is not a Javelin Group Member or an Associate of a Javelin Group Member; and (c) is not part of a consortium, partnership, limited partnership, syndicate or other group in which a FirstAU Group Member or Javelin Group Member has agreed to be a participant.

TID	means the takeover implementation deed between the Company and Javelin dated 16 September 2026, as amended and restated on 2 November 2026.
Transaction	means the acquisition by a member of the FirstAU Group of all the Javelin Shares and all of the Javelin Options through implementation of the Takeover Bid, and each other transaction contemplated under the TID, each in accordance with the terms of the TID.

Schedule 2 Terms and Conditions of the Javelin Consideration Options

1.1 **Entitlement**

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

1.2 **Number**

The number of Javelin Consideration Options to be issued to a Javelin Optionholder is the number of Javelin Options held by that Javelin Optionholder multiplied by the Exchange Ratio, rounded up to the nearest whole number.

1.3 **Exercise Price**

Each Javelin Consideration Option shall have the exercise price equal to the exercise price of the corresponding Javelin Option divided by the Exchange Ratio (rounded to the nearest $0.0001), being:

Class	Exercise Price
Javelin Consideration Options issued to replace JAVOA Options	$0.1054
Javelin Consideration Options issued to replace JAVAB Options	$0.1581
Javelin Consideration Options issued to replace JAVAA Options	$0.5270
Javelin Consideration Options issued to replace JAVAAA Options	$0.2108

1.4 **Expiry Date**

Each Javelin Consideration Option will expire at 5.00pm (Perth time) on the expiry date of the corresponding Javelin Option (**Javelin Consideration Option Expiry Date**), being:

Class	Expiry Date
Javelin Consideration Options issued to replace JAVOA Options	31 December 2028
Javelin Consideration Options issued to replace JAVAB Options	31 December 2028
Javelin Consideration Options issued to replace JAVAA Options	31 December 2028
Javelin Consideration Options issued to replace JAVAAA Options	6 December 2026

Any Javelin Consideration Option not exercised before the Javelin Consideration Option Expiry Date will automatically lapse on the Javelin Consideration Option Expiry Date.

1.5 **Exercise Period**

The Javelin Consideration Options are exercisable at any time and from time to time on or prior to the Javelin Consideration Option Expiry Date.

1.6 **Notice of Exercise**

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

Any Notice of Exercise of a Javelin Consideration Option received by FirstAU will be deemed to be a notice of the exercise of that Javelin Consideration Option as at the date of receipt of

the payment of the exercise price for each Javelin Consideration Option being exercised in cleared funds.

1.7 **Timing of issue of Shares on exercise**

As soon as practicable after the valid exercise of a Javelin Consideration Option, FirstAU will:

(i) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled;

(ii) issue a substitute certificate for any remaining unexercised Javelin Consideration Options held by the holder;

(iii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

(iv) do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the Listing Rules.

All Shares issued upon the exercise of the Javelin Consideration Options will upon issue rank equally in all respects with the then issued Shares.

1.8 **Restrictions on transfer of Shares**

If FirstAU is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Javelin Consideration Options may not be traded until 12 months after their issue unless FirstAU, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.

1.9 **Dividend and voting rights**

The Javelin Consideration Option do not confer on the holder an entitlement to vote at general meetings of FirstAU or to receive dividends.

1.10 **Transferability**

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

1.11 **Quotation of the Javelin Consideration Options**

(i) Subject to paragraph (ii), FirstAU will not apply for quotation of the Javelin Consideration Options on any securities exchange, unless otherwise determined by FirstAU.

(ii) In respect of the Javelin Consideration Options to be issued as Option Offer Consideration in respect of the JAVOA Options, FirstAU will apply for quotation on ASX subject to approval with the Listing Rules for quotation.

1.12 **Adjustments for reorganization**

If there is any reorganisation of the issued share capital of FirstAU, the rights of the New FirstAU Option holder will be varied in accordance with the Listing Rules.

1.13 **Participation in new issues**

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

1.14 **Adjustment for bonus issues of Shares**

If FirstAU makes a bonus issue of Shares or other securities to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):

(i) the number of Shares which must be issued on the exercise of a Javelin Consideration Option will be increased by the number of Shares which the Javelin Consideration Option holder would have received if the Javelin Consideration Option holder had exercised the Javelin Consideration Option before the record date for the bonus issue; and

(ii) no change will be made to the exercise price.

Schedule 3 Terms and Conditions of the Replacement Performance Rights

The terms and conditions of the Replacement Performance Rights (in this Schedule, referred to as **Performance Rights**) are as follows:

1.1 **Entitlement**

Each Performance Right is issued in consideration for the cancellation of a Javelin Vendor Performance Right and entitles the holder, on vesting in accordance with paragraph 1.2 and conversion in accordance with paragraph 1.6, to be issued that number of Shares calculated in accordance with paragraph 1.3.

1.2 **Vesting Milestones**

Each Performance Right will vest upon satisfaction of the same vesting milestone (each a **Milestone**) that applied to the Javelin Vendor Performance Right it replaces, being:

(a) in respect of Performance Rights issued to the Bulga Vendors, the grant of the heritage clearances and statutory drilling approvals required to undertake, and the commencement of, a drilling program on tenements E 57/1460, E 57/1461 and E 29/1305 (or, alternatively, the sale or spin-out of those tenements); and

(b) in respect of Performance Rights issued to the CYE Vendors, the grant of the heritage clearances and statutory drilling approvals required to undertake, and the commencement of, a drilling program on exploration licence application E 29/1328 (or, alternatively, the sale or spin-out of that tenement),

in each case on or before 5:00pm (AWST) on 30 March 2030 (**Expiry Date**). Any Performance Right that has not vested by the Expiry Date will automatically lapse on the Expiry Date.

For the purposes of the Milestones, a reference to E 57/1460, E 57/1461, E 29/1305 or E 29/1328 includes any mining tenement, or application for a mining tenement, that is subsequently granted to or applied for by FirstAU, Javelin or a related body corporate of either of them over the same or substantially the same ground as that tenement (whether or not also covering adjacent or additional ground), including any such tenement or application arising from the surrender, withdrawal or re-application of, or the renewal, substitution, variation, conversion or extension of, that tenement.

1.3 **Number of Shares on Conversion**

The number of Shares to be issued on conversion of a Performance Right will be calculated in accordance with the following formula:

S = A / D,

Where:

S = the number of Shares to be issued on conversion of the Performance Right;

A = the face value of that Performance Right, being $87,500 for each Performance Right issued to a Bulga Vendor and $175,000 for each Performance Right issued to a CYE Vendor; and

D = the greater of:

(a) $0.051; and

(b) the volume weighted average price of Shares for the 10 trading days immediately following the date of satisfaction of the relevant vesting milestone.

1.4 **Notice of vesting**

The Company shall notify the holder in writing when the relevant Milestone has been satisfied.

1.5 **No Quotation**

The Company will not apply for quotation of the Performance Rights on ASX or any other securities exchange.

1.6 **Conversion**

Subject to paragraph 1.14, upon vesting, each Performance Right will, at the election of the holder, convert into that number of Shares determined in accordance with paragraph 1.3.

1.7 **Timing of issue of Shares on conversion**

Within five Business Days of conversion of the Performance Rights, the Company will:

(a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;

(b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.

If a notice delivered under paragraph 1.7(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

1.8 **Shares issued on conversion**

Shares issued on conversion of the Performance Rights rank equally with the then issued shares of the Company.

1.9 **Participation in new issues**

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

1.10 **Adjustments for bonus issues of Shares**

If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) no changes will be made to the Performance Rights.

1.11 **Reorganisation**

If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.

1.12 **Dividend and voting rights**

The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.

1.13 **Transferability**

The Performance Rights are not transferable.

1.14 **Deferral of conversion if resulting in a prohibited acquisition of Shares**

If the conversion of a Performance Right under paragraph 1.6 would result in any person being in contravention of section 606(1) of the Corporations Act (**General Prohibition**) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:

(a) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and

(b) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in paragraph 1.14(a) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.

1.15 **No rights to return of capital**

A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

1.16 **Rights on winding up**

A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.

1.17 **ASX Listing Rule compliance**

The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.

1.18 **No other rights**

A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those provided at law where such rights at law cannot be excluded by these terms.

FIRSTAU

First Au Limited | ABN 65 000 332 918

Proxy Voting Form

If you are attending the Meeting in person, please bring this with you for Securityholder registration.

SAMPLE

Your proxy voting instruction must be received by **1:30pm (AWST) on Saturday, 05 December 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

Complete the form overleaf in accordance with the instructions set out below.

YOUR NAME AND ADDRESS
The name and address shown above is as it appears on the Company's share register. If this information is incorrect, and you have an Issuer Sponsored holding, you can update your address through the investor portal: **https://investor.automic.com.au/#/home** Shareholders sponsored by a broker should advise their broker of any changes.

STEP 1 - APPOINT A PROXY
If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

DEFAULT TO THE CHAIR OF THE MEETING
Any directed proxies that are not voted on a poll at the Meeting will default to the Chair of the Meeting, who is required to vote these proxies as directed. Any undirected proxies that default to the Chair of the Meeting will be voted according to the instructions set out in this Proxy Voting Form, including where the Resolutions are connected directly or indirectly with the remuneration of Key Management Personnel.

STEP 2 - VOTES ON ITEMS OF BUSINESS
You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

APPOINTMENT OF SECOND PROXY
You may appoint up to two proxies. If you appoint two proxies, you should complete two separate Proxy Voting Forms and specify the percentage or number each proxy may exercise. If you do not specify a percentage or number, each proxy may exercise half the votes. You must return both Proxy Voting Forms together. If you require an additional Proxy Voting Form, contact Automic Registry Services.

SIGNING INSTRUCTIONS
Individual: Where the holding is in one name, the Shareholder must sign.
Joint holding: Where the holding is in more than one name, all Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.
By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES
If a representative of the corporation is to attend the Meeting the appropriate 'Appointment of Corporate Representative' should be produced prior to admission. A form may be obtained from the Company's share registry online at https://automicgroup.com.au.

Lodging your Proxy Voting Form:

Online
Use your computer or smartphone to appoint a proxy at https://portal.automic.com.au/investor/home or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:
Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

All enquiries to Automic:
WEBSITE:
https://automicgroup.com.au

PHONE:
1300 288 664 (Within Australia)
+61 2 9698 5414 (Overseas)

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the General Meeting of First Au Limited, to be held at **1:30pm (AWST) on Monday, 07 December 2026 at Suite 1, 295 Rokeby Road Subiaco, Western Australia 6008** hereby:

Appoint the Chair of the Meeting (Chair) to vote in accordance with the following directions (or if no directions have been given, and subject to the relevant laws, as the Chair sees fit) at this meeting and at any adjournment thereof.

Please note: If you are not appointing the Chair of the Meeting as your proxy, please write in the box provided below the name of the person or body corporate you are appointing as your proxy. If the person so named is absent from the meeting, or if no person is named, the Chair will act on your behalf.

The Chair intends to vote undirected proxies in favour of all Resolutions in which the Chair is entitled to vote.
Unless indicated otherwise by marking the "for", "against" or "abstain" box you will be authorising the Chair to vote in accordance with the Chair's voting intention.

STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1a	Approval to issue Javelin Consideration Securities - Javelin Consideration Shares	☐	☐	☐
1b	Approval to issue Javelin Consideration Securities - Javelin Consideration Options	☐	☐	☐
2	Approval to issue Replacement Performance Rights	☐	☐	☐
3	Approval to issue Sandstone Consideration Shares	☐	☐	☐
4	Approval to issue Techgen Consideration Shares	☐	☐	☐

Please note: If you mark the abstain box for a particular Resolution, you are directing your proxy not to vote on that Resolution and your votes will not be counted in computing the required majority on a poll.

STEP 3 – Signatures and contact details

Individual or Securityholder 1	Securityholder 2	Securityholder 3
Sole Director and Sole Company Secretary	Director	Director / Company Secretary

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY) / /

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible).

SAMPLE

AUTOMIC

FAU