



ASX Release: 23 May 2018

Reallocation of Rights Issue Shortfall

The Caravel Board of Directors has become aware of certain discrepancies between the Entitlement Issue Prospectus dated 27 November 2017, Supplementary Prospectus dated 6 December 2017 and second Supplementary Prospectus dated 13 December 2017 (collectively the "Prospectus") and the final allocation of Entitlement Issue shares.

The Joint Underwriters of the Entitlement Issue will offer to transfer Caravel shares and options acquired in the Entitlement Issue shortfall to unsuccessful applicants on the same terms of the Entitlement Issue ("Offer").

BR Securities Australia (AFSL 456663) have been appointed by the Underwriters as sale nominee to manage the Offer.

For and on behalf of the board

For further information, please contact:

Dale Hanna, CFO
Caravel Minerals Limited
Level 3, 18 Richardson Street, West Perth WA 6005
Telephone: 08 9426 6400

Caravel Minerals Limited

Registered Office: Level 3, 18 Richardson Street, West Perth 6005 Western Australia
Telephone: +61 (8) 9426 6400

Form 603

Corporations Act 2001
Section 671B

Notice of Initial Substantial Holder

To Company Name/Scheme Caravel Minerals Limited

ACN/ARSN ACN 120 069 089

1. Details of substantial holder (1)

Name Caravel Minerals Limited

ACN/ARSN (if applicable) ACN 120 069 089

The holder became a substantial holder on 23/05/2018

2. Details of voting power

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

Class of securities (4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary shares – fully paid	9,556,118	9,556,118	8.05%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Caravel Minerals Limited	Power to restrict the disposal of ordinary shares under Security Reallocation Deed dated 23 May 2018 provides a relevant interest in those shares for the purposes of section 608(1)(c) of the Corporations Act. Caravel Minerals does not have any right to acquire the relevant ordinary shares or to control the voting rights attached to those shares. Refer to Annexure A.	9,556,118 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Peter Alexander and Suzanne Alexander	Peter Alexander and Suzanne Alexander	Peter Alexander and Suzanne Alexander	3,185,373 ordinary shares
Anthony Poustie and Rosamund Poustie	Anthony Poustie and Rosamund Poustie	Anthony Poustie and Rosamund Poustie	3,185,372 ordinary shares
Celeste Leonie Hilmer	Celeste Leonie Hilmer	Celeste Leonie Hilmer	3,185,373 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Caravel Minerals Limited	23/05/2018	Nil	Nil	9,556,118 ordinary shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable.	

7. Addresses

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

Name	Address
Caravel Minerals Limited	Level 3, 18 Richardson Street, West Perth, Western Australia 6005

Signature

print name **Dale Hanna** capacity **Company Secretary of Caravel Minerals**

sign here



date 23 / 05 / 2018

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (e.g. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is the annexure of 19 pages marked "A" mentioned in the ASIC Form 603 – *Notice of Initial Substantial Holder* signed by me and dated 23 May 2018.

Signed on behalf of **Caravel Minerals Limited ACN 120 069 089**:

Signature



Capacity:

Company Secretary

Name:

Dale Hanna

Date:

23 May 2018

Security Reallocation Deed

**Caravel Minerals Limited (ACN 120 069 089)
Company**

and

**Celeste Leonie Hilmer
Hilmer**

and

**Peter Alexander and Suzanne Alexander as trustees for the PA & SA
Superannuation Fund (ABN 50 763 604 508)
Alexander**

and

**Anthony Poustie and Rosamund Mary Poustie as trustees for the Poustie
Super Fund (ABN 83 425606678)
Poustie**

Security Reallocation Deed

Date

23 May

2018

Parties:

Company	Name:	Caravel Minerals Limited (ACN 120 069 089)
	Address:	Level 3, 18 Richardson Street, West Perth, Western Australia 6005
	Facsimile:	(08) 9426 6400
	Email:	dhanna@caravelminerals.com.au
	Contact:	Dale Hanna – Company Secretary
Hilmer	Name:	Celeste Leonie Hilmer
	Address:	106 Forrest Street, South Perth WA 6151
	Facsimile:	N/A
	Email:	marcel@hilmer.biz
	Contact:	Marcel Hilmer
Alexander	Name:	Peter Alexander and Suzanne Alexander as trustees for the PA & SA Superannuation Fund (ABN 50 763 604 508)
	Address:	1 Roberts Road, Attadale 6156 WA
	Facsimile:	N/A
	Email:	petera1591@gmail.com
	Contact:	Peter Alexander
Poustie	Name:	Anthony Poustie and Rosamund Mary Poustie as trustees for the Poustie Super Fund (ABN 83 425606678)
	Address:	68 Sydenham Road, Doubleview, WA 6018
	Facsimile:	N/A
	Email:	tpoustie@bigpond.com
	Contact:	Anthony Poustie

Recitals:

- A. The Company is a public company listed on ASX.
- B. By Prospectus dated 27 November 2017 (as amended by the Supplementary Prospectuses), the Company made the Prospectus Offers, comprising the Entitlement Offer to certain eligible Shareholders and the Shortfall Offer to the public, with a view to raising up to approximately \$1,071,042 (before costs).
- C. The Joint Underwriters agreed to underwrite applications under the Entitlement Offer up to \$600,000, subject to certain terms and conditions.

- D. The Company allotted and issued 23,420,848 Shares and 11,710,413 Attaching Options under the Prospectus Offers on 18 January 2018, including 9,556,118 Shares and 4,778,059 Attaching Options to the Joint Underwriters.
- E. The Company did not accept the Rejected Applications received under the Prospectus Offers on the basis that:
- (i) certain Rejected Applications were received after the closing date of the Prospectus Offers (being 5:00pm (WST) on 11 January 2018);
 - (ii) the Board was concerned that to do so may result in a contravention of the takeover provisions in Chapter 6 of the Corporations Act due to suspected association between certain Rejected Applicants (**Association Concerns**); and
 - (iii) certain applications by eligible Shareholders under the Prospectus Offers exceeded the entitlement of those Shareholders under the Rights Offer and were scaled back in respect of the Shortfall Offer.
- F. The Association Concerns were referred by the Company to the Takeovers Panel in April 2018. The Takeovers Panel declined to make any determination of unacceptable circumstances in relation to the Association Concerns.
- G. Without admission of liability or wrongdoing, to give effect to the intention of the Amended Allocation Policy for the Shortfall Offer, the Joint Underwriters propose to undertake the Reallocation, being the offer for sale the Nominated Securities to each Rejected Applicant on a proportionate basis relative to the Rejected Applicant's Rejected Application.
- H. The Parties now wish to enter this Deed to set out the basis on which the Reallocation will be undertaken.

This Deed now provides as follows:

1. Definitions and Interpretation

1.1 Defined terms

Amended Allocation Policy means the allocation policy for applications received under the Shortfall Offer as set out in the First Supplementary Prospectus.

ASX means ASX Limited (Australian Company Number 008 624 691), or the securities market operated by ASX Limited known as the Australian Securities Exchange, as the context requires.

Attaching Option means an unquoted option to subscribe for one Share, exercisable at \$0.07 each on or before 30 June 2019.

Business Day means a day which is not a Saturday, Sunday, public holiday or bank holiday in the city of Perth, Western Australia.

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

Deal, in relation to a Nominated Security, means to sell, assign, transfer, grant an Encumbrance over or otherwise dispose of, or agree or offer to do the same, in relation to that Nominated Security or any legal, beneficial or economic interest in that Nominated Security.

Deed means this Security Reallocation Deed.

Encumbrance means a security for payment of money, performance of an obligation or protection against default, including a 'security interest' (as defined in the *Personal Property Securities Act 2009* (Commonwealth of Australia), bill of sale, mortgage, charge, lien, pledge, trust, power, title retention arrangement, right of set-off, profit a prendre, assignment of income, garnishee order, monetary claim or flawed deposit arrangement.

Entitlement Offer means the non-renounceable entitlement issue offer by the Company of one Share for every 4 Shares held by Shareholders at 12 December 2017, at an issue price of \$0.05 per Share, together with an entitlement to receive one Attaching Option for every 2 Shares subscribed, to raise up to \$1,070,042 before costs, made on 27 November 2017.

First Supplementary Prospectus means the first supplementary prospectus issued by the Company on 6 December 2017 in relation to the Prospectus.

Insolvency Event means, in relation to a person (**Relevant Person**), any of the following occurring:

- (a) a receiver, receiver and manager, controller (as that term is defined in the Corporations Act), administrator, bankruptcy trustee, liquidator, provisional liquidator or similar officer is appointed in relation to the Relevant Person or any of its assets;
- (b) an application is made to a court for an order to appoint a person described in paragraph (a) of this definition and that application is not permanently stayed, withdrawn or dismissed within 30 days;
- (c) the Relevant Person enters into, or resolves to enter into, a deed of company arrangement, scheme of arrangement, compromise or composition with any class of creditors;
- (d) a resolution is passed or an application to a court is taken or an order is made for the winding up, dissolution, official management or administration of the Relevant Person;
- (e) the Relevant Person is (or states that it is) insolvent or is deemed to be insolvent under the Corporations Act;
- (f) the Relevant Person commits an act of bankruptcy or is declared bankrupt under applicable bankruptcy law;
- (g) any enforcement process (as that term is defined under the Corporations Act) is taken against or in relation to a substantial portion of the assets of the Relevant Person and is not satisfied or withdrawn within 30 days; or
- (h) anything having a substantially similar effect to any of the events specified in paragraphs (a) to (g) of this definition happens under the law of any applicable jurisdiction.

Joint Underwriter means Hilmer, Alexander or Poustie, as the context requires.

Nominated Securities means 9,556,118 Shares and 4,778,059 Attaching Options issued by the Company to the Joint Underwriters in their capacity as underwriters of the Entitlement Offer, comprising:

- (a) 3,185,373 Shares and 1,592,687 Attaching Options held by Hilmer;
- (b) 3,185,373 Shares and 1,592,686 Attaching Options held by Alexander; and
- (c) 3,185,372 Shares and 1,592,686 Attaching Options held by Poustie.

Offer Period has the meaning given to that term in clause 2.2(e).

Party means a party to this Deed.

Prospectus means the prospectus under Chapter 6D of the Corporations Act issued by the Company on 27 November 2017, under which the Prospectus Offers were made, as amended and supplemented by the Supplementary Prospectuses.

Prospectus Offer means the Entitlement Offer or the Shortfall Offer, as the context requires.

Rejected Applicant means a person who made a Rejected Application, as specified in Schedule 1.

Rejected Applications means the applications under the Entitlement Offer and the Shortfall Offer that the Retiring Directors rejected, as listed in Schedule 1.

Relevant Proportion, in relation to a Rejected Applicant, means the number of Nominated Securities allocated to that Rejected Applicant as specified in Schedule 1.

Restriction Period means the period commencing on the date of this Deed and ending on the date that the last sale and transfer of Nominated Securities pursuant to the Sale Offer completes;

Sale Offer has the meaning given to that term in clause 2.1(a).

Sale Nominee means an appropriately qualified Australian financial services licensee (or authorised representative of an Australian financial services licensee) as agreed in writing between the Company and the majority of the Joint Underwriters.

Second Supplementary Prospectus means the second supplementary prospectus issued by the Company on 13 December 2017 in relation to the Prospectus.

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

Shareholder means the holder of a Share.

Shortfall Offer means the offer by the Company of shortfall in Shares and Attaching Options for which applications by Shareholders eligible to participate in the Entitlement Offer were not received.

Supplementary Prospectuses means the First Supplementary Prospectus and the Second Supplementary Prospectus.

1.2 Interpretation

In this Deed, unless expressly stated otherwise or inconsistent with the context:

- (a) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a gender includes any gender or an inanimate thing, and vice versa;
- (d) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure to this Deed;
- (e) the words "includes", "including" and similar words are not words of limitation and do not restrict the interpretation of a word or phrase in this Deed;

- (f) a reference to a document includes a variation or replacement of it;
- (g) a reference to a statute includes its subordinate legislation and a modification, replacement or re-enactment of either;
- (h) a reference to this Deed includes a schedule or annexure to it;
- (i) a reference to person includes a reference to:
 - (i) an individual, a body corporate, a trust, a partnership, a joint venture an unincorporated body or other entity, whether or not it is a separate legal entity;
 - (ii) if the person is an individual, the person's personal representatives and assigns; and
 - (iii) if the person is not an individual, the person's successors and assigns;
- (j) a reference to a thing, including a right, is a reference to either the whole thing or a part of the thing;
- (k) part performance of an obligation does not constitute performance of an obligation;
- (l) a term, condition or warranty in this Deed in favour of or on the part of two or more people, benefits or binds them jointly and severally;
- (m) a reference to currency is to Australian currency;
- (n) a reference to time is to Perth, Western Australia time;
- (o) if the date on which a thing must be done is not a Business Day, then that thing must be done on the next Business Day;
- (p) a reference to a day is a reference to the period, which starts at midnight and ends 24 hours later;
- (q) if a period of time runs from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (r) a provision of this Deed must not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Deed or that provision;
- (s) a reference to "writing" or "written" includes any electronic transmission or communication by facsimile;
- (t) a reference to a right includes a benefit, remedy, discretion or power; and
- (u) the phrases "in relation to", "related to" and "relating to" have the widest possible import and encompass the phrases "in connection with", "in respect of", "arising out of", "arising from", "caused by" and "resulting from".

1.3 Headings

A heading is for convenience only and does not affect interpretation of this Deed.

2. Reallocation

2.1 Undertaking to offer

- (a) Each Joint Underwriter must offer to sell and transfer the Nominated Securities held by that Joint Underwriter to the Rejected Applicants in accordance with this Deed (**Sale Offer**).
- (b) The Parties acknowledge and agree that the intention of this Deed is to enable the Rejected Applicants to purchase the Nominated Securities on a basis which reflects the Amended Allocation Policy as if the Rejected Applications had been accepted by the Company in respect of the Nominated Securities.

2.2 Terms of Sale Offer

For the purposes of clause 2.1, the Sale Offer will be made on the following terms and conditions:

- (a) (**entitlements**) each Rejected Applicant will be offered the opportunity to apply to purchase that Rejected Applicant's Relevant Proportion of the Nominated Securities;
- (b) (**price**) each Share will be offered at the sale price of \$0.05;
- (c) (**option allocation**) a Rejected Applicant who accepts the Sale Offer will be entitled to receive, free-of-charge, one Attaching Option for every 2 Shares purchased;
- (d) (**transfer**) Nominated Securities will be transferred to a Rejected Applicant who accepts the Sale Offer by off-market transfer;
- (e) (**offer period**) the Sale Offer will remain open and will be irrevocable by the Joint Underwriters for at least 14 days from the date that the Sale Offer is mailed to each Rejected Applicant (**Offer Period**), provided that the Offer Period must not extend beyond 28 days from the date of this Deed; and
- (f) (**acceptance and payment**) a Rejected Applicant who wishes to accept the Sale Offer must:
 - (i) provide to the Sale Nominee written confirmation of the Rejected Applicant's acceptance of the Sale Offer which must specify the number of Shares to be purchased before the expiry of the Offer Period; and
 - (ii) make payment by way of electronic funds transfer or such other payment as accepted by the Sale Nominee, into a bank account nominated by the Sale Nominee, such that cleared funds are received within 2 Business Days of the expiry of the Offer Period.

2.3 Sale Nominee

- (a) The Joint Underwriters must, within 5 Business Days of the date of this Deed, appoint the Sale Nominee as sale agent to make, and give effect to the transactions resulting from the Sale Offer, on behalf of the Joint Underwriters.
- (b) The Nominee will be engaged to do the following on behalf of the Joint Underwriters:
 - (i) (**offer**) contact and make the Sale Offer to each Rejected Applicant, including providing documentation to the Rejected Applicants to formalise the Sale Offer and its acceptance by the Rejected Applicants;

- (ii) **(manage)** manage, facilitate and give effect to the sale and transfer of Nominated Securities to Rejected Applicants on a 'best endeavours' basis, including:
 - A. collating documentation from Rejected Applicants who accept the Sale Offer; and
 - B. effecting transfer of the Nominated Securities to Rejected Applicants who accept the Sale Offer and after receipt of Sale Proceeds;
- (iii) **(funds)** receive and hold for the Joint Underwriters all Sale Proceeds received from those Rejected Applicants who accept the Sale Offer.
- (c) The Joint Underwriters must take all reasonable steps to ensure that the Sale Nominee complies with all securities, corporations and other applicable laws, including the rules of ASX (as applicable).

2.4 Remainder

- (a) Each Rejected Applicant may during the Offer Period apply to purchase for some or all of the Nominated Securities that are not purchased by the other Rejected Applicants (**Remainder**) for the same price and with the same entitlement to receive Attaching Options as the Sale Offer.
- (b) If the number of Nominated Securities applied for under clause 2.4(a) exceeds the number of Nominated Securities which comprise the Remainder, the Remainder will be divided between the applicants determined by the Company.
- (c) The balance of the Remainder not applied for and purchased under this clause 2.4 will remain with the Joint Underwriters in equal Shares together with Attaching Options.

2.5 Costs

The Joint Underwriters will be responsible for the costs of making the Sale Offer and giving effect to the Sale Offer, including paying the costs of the Sale Nominee.

2.6 Taxation

The Joint Underwriters (and not the Company) will be liable for their respective taxation affairs and any taxation liabilities in relation to the sale of the Nominated Securities contemplated by this Deed.

3. Restriction on Dealing

The Joint Underwriters must not Deal with a Nominated Security during the Restriction Period unless the Company has provided its prior written consent, except to the extent expressly permitted or required under this Deed or by applicable law.

4. Warranties

Each Joint Underwriter represents and warrants to the Company and each other Joint Underwriter that the following statements are true and correct in all material respects and are not misleading:

- (a) **(title)** the Joint Underwriter is the legal and beneficial owner of the Nominated Securities specified as being held by that Joint Underwriter in the definition of "Nominated Securities" in clause 1.1;

- (b) **(capacity)** the Joint Underwriter has full legal capacity to enter this Deed and to perform the Joint Underwriter's obligations under this Deed;
- (c) **(authority)** the Joint Underwriter has the power and lawful authority to enter into and perform the Joint Underwriter's obligations under this Deed;
- (d) **(binding obligations)** this Deed constitutes a legal, valid and binding obligation on the Joint Underwriter;
- (e) **(no Encumbrances)** the Nominated Securities of the Joint Underwriter are not subject to any Encumbrances;
- (f) **(no other rights)** no person other than the Joint Underwriter has any right or interest in the Nominated Securities of the Joint Underwriter, including an option or other right to acquire any of those Nominated Securities;
- (g) **(no litigation)** the Joint Underwriter is not involved in any litigation or legal proceedings in relation to the Joint Underwriter's Nominated Securities or that may impede or adversely affect the transactions contemplated under this Deed, and the Joint Underwriter is not aware that any such litigation is pending or threatened;
- (h) **(solvency)** the Joint Underwriter is not subject to an Insolvency Event, nor is any Insolvency Event threatened or pending; and
- (i) **(trust matters)** if the Joint Underwriter enters this Deed in the capacity as trustee of a trust:
 - (i) the Joint Underwriter is the only trustee(s) of that trust;
 - (ii) action has not been taken or proposed to remove the Joint Underwriter as trustee of that trust;
 - (iii) the Joint Underwriter has power under the terms of that trust to enter into this Deed and the Joint Underwriter has entered into this Deed for the benefit of the beneficiaries of the trust. Anthony Poustie has the power to enter into this Deed on behalf of the Poustie Super Fund Trust;
 - (iv) the Joint Underwriter has a right to be fully indemnified out of the assets of that trust in relation to obligations incurred by the Joint Underwriter under this Deed;
 - (v) the Joint Underwriter is not in default under the terms of that trust;
 - (vi) action has not been taken, nor is the Joint Underwriter aware of any actual or threatened intention by anyone, to terminate that trust; and
 - (vii) the Joint Underwriter has complied with the Joint Underwriter's obligations in relation to that trust.

5. Confidentiality

5.1 Obligations

Subject to this clause 5, as a continuing obligation after the execution of this Deed and completion of all transactions under it (if any), the Parties must:

- (a) keep confidential, and not disclose nor permit the disclosure of to any third party:
 - (i) the contents of this Deed; and

- (ii) matters relating to this transaction agreed between the Parties under this Deed, including all negotiations and communications between the Parties in relation to such transactions;
- (b) to the extent permitted by law, not provide, nor assist any third party whatsoever to obtain, information in relation to this Deed or the transactions contemplated by this Deed; and
- (c) otherwise not make or conduct any comment, discussion or any other form of communication in relation to the terms of this Deed or the transactions contemplated by this Deed.

5.2 Exceptions

- (a) Only to the extent necessary, a Party may divulge the confidential material referred to in clause 5.1, under corresponding obligations of confidence as imposed by this clause 5:
 - (i) under the compulsion of law (including the ASX Listing Rules) or court order, in which case the disclosing Party must inform the other Parties of such disclosure immediately;
 - (ii) to that Party's professional advisors for the performance of their professional services;
 - (iii) if that Party is a body corporate, to that Party's "related bodies corporate" (as that term is defined in the *Corporations Act 2001 (Cth)*); and
 - (iv) to that Party's insurers or reinsurers.
- (b) A Party must ensure that its employees, consultants, servants and agents comply with and maintain the obligations of confidence imposed on that Party under this clause 5.
- (c) A Party may divulge any confidential matters specified in clause 5.1 if that Party first obtains the consent in writing of each other Party.

6. Costs

Each Party bears its own costs in relation to the negotiation and execution of this Deed.

7. Miscellaneous Provisions

7.1 Governing law and jurisdiction

- (a) This Deed is governed by the laws of the State of Western Australia, without giving effect to conflict of law considerations.
- (b) The Parties submit to the exclusive jurisdiction of the courts of the State of Western Australia, the Federal Court of Australia and the Federal Circuit Court of Australia (as applicable).
- (c) A dispute or legal proceedings in relation to this Deed must be held in Perth, Western Australia.

7.2 Variation

The Parties can vary this Deed only if the variation is in writing and signed by each of the Parties.

7.3 Assignment, novation or transfer

- (a) A Party must obtain the prior written consent of the other Party before the first-mentioned Party transfers, assigns or novates a right or obligation under this Deed.
- (b) Any purported transfer, assignment or novation contrary to clause 7.3(a) is void and will not have effect.

7.4 Cumulative rights

A Party's rights under this Deed are in addition to its rights at Law.

7.5 Severance

- (a) Subject to clause 7.5(b), if any provision of this Deed is invalid, illegal or unenforceable, that provision must be severed from and ignored in the interpretation of this Deed to the minimum extent necessary and to the intent that the remaining provisions of this Deed remain in full force and effect.
- (b) Any provision of this Deed or any right, power, authority, discretion or remedy of a Party under this Deed which is:
 - (i) which is prohibited in a jurisdiction, is ineffective in that jurisdiction only to the extent of that prohibition; or
 - (ii) invalid, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) The application of clause 7.5 is not limited by any other provision of this Deed in relation to severability, prohibition or enforceability.

7.6 Waiver

- (a) A Party granting a waiver of a right under this Deed must give written notice of that waiver to the Party which benefits from the waiver.
- (b) A Party's failure, partial failure or delay in exercising a right relating to this Deed is not a waiver of that right.
- (c) A Party may not claim that another Party's delay or failure to exercise a right relating to this Deed constitutes a waiver of that right or is a defence to its own action or inaction.
- (d) The Parties may not waive or vary this clause 7.6.

7.7 Entire agreement

This Deed constitutes the entire agreement between the Parties and supersedes all previous discussions, undertakings and agreements in relation to the subject matter of this Deed.

7.8 Survival

- (a) Each warranty expressly stated in this Deed survives the performance of obligations relating to this Deed and the termination of this Deed.
- (b) To the extent that a Party has not satisfied an obligation under this Deed or that obligation is a continuing obligation, that obligation survives the termination of this Deed.

7.9 Specific performance

The Parties agree that damages for breach of any obligations in relation to this Deed are inadequate and a Party is entitled to specific performance or injunctive relief or both.

7.10 Further assurance

Each Party at its own expense must do everything necessary to give full effect to this Deed.

7.11 No merger

A Party's rights and obligations do not merge on the execution or completion of this Deed or the completion of a transaction under this Deed.

7.12 Notices

- (a) Each communication (including each notice, consent, approval, request and demand) given by a Party to another Party in relation to this Deed:
 - (i) must be in writing and in the English language;
 - (ii) must be addressed to the recipient Party using the contact details of the recipient Party specified in this Deed or as otherwise notified by the recipient Party to each other Party from time to time;
 - (iii) must be signed by the Party making it or by that Party's lawyer, attorney, director, secretary or authorised agent;
 - (iv) must be delivered by hand, sent by prepaid post, sent by facsimile or sent by email to the recipient Party at the address or using the contact details specified in this Deed; and
 - (v) is taken to be received by the recipient Party:
 - A. in the case of delivery by hand, upon delivery;
 - B. in the case of prepaid post sent to a recipient Party in the same country as the sending Party, on the 3rd day after the date of posting;
 - C. in the case of prepaid post sent to a recipient Party in another country to the sending Party, on the 7th day after the date of posting;
 - D. in the case of facsimile transmission, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the facsimile machine from which it was sent; or
 - E. in the case of email, at the time it is delivered to the recipient Party's host server.

- (b) Notwithstanding clause 7.12(a)(v), if a communication given under clause 7.12(a) is taken to be received on a day that is not a Business Day or after 5.00pm in the place where the communication is received, it will be taken to be received at 9.00am on the next Business Day.

7.13 Counterparts

- (a) This Deed may be executed in any number of counterparts which taken together are one and the same document.
- (b) This Deed is binding on the Parties on the exchange of counterparts.
- (c) A copy of an entire signed counterpart sent by facsimile or email must be treated as an original counterpart.

7.14 Commencement

This Deed comes into effect upon the later of:

- (a) the time that this Deed is executed by the Party that executes it last in time; and
- (b) the exchange of counterparts of this Deed under clause 7.13.

Execution:

Executed by the Parties as a deed.

Executed by **Caravel Minerals Limited (ACN 120 069 089)** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Name of Director

Date

Signature of Director/Secretary

Name of Director/Secretary

Date

Executed by **Celeste Leonie Hilmer** in the presence of:

Signature of Witness

Name of Witness

Marcel Hilmer

Address of Witness

106 Forrest Street, South Perth 6151 WA

Celeste Leonie Hilmer

Date

Executed by **Peter Alexander and Suzanne Alexander** as trustees for the PA & SA Superannuation Fund (ABN 50 763 604 508) in the presence of:



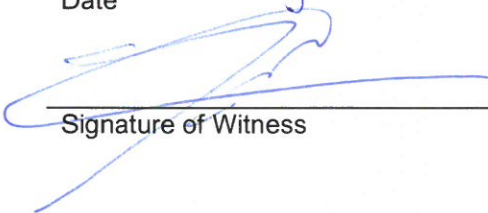
Peter Alexander



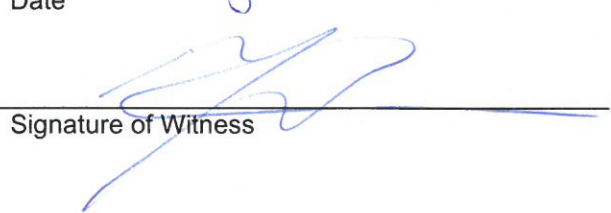
Suzanne Alexander

23 May 2018
Date

23 May 2018
Date



Signature of Witness



Signature of Witness

Name of Witness

Marcel Hilmer

Name of Witness

Marcel Hilmer

Address of Witness
106 Forrest Street, South Perth 6151 WA

Address of Witness
106 Forrest Street, South Perth 6151 WA

Executed by **Anthony Poustie and Rosamund Mary Poustie** as trustees for the Poustie Super Fund (ABN 83 4256678) in the presence of:



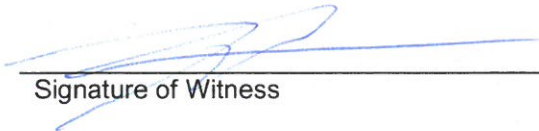
Anthony Poustie



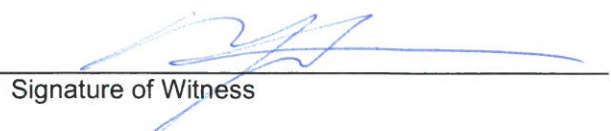
Rosamund Mary Poustie

23 May 2018
Date

23 May 2018
Date



Signature of Witness



Signature of Witness

Name of Witness

Marcel Hilmer

Name of Witness

Marcel Hilmer

Address of Witness
106 Forrest Street, South Perth 6151 WA

Address of Witness
106 Forrest Street, South Perth 6151 WA