

8 May 2024

# Trinex Executes Definitive Agreement to Acquire Controlling Interest in Gibbons Creek Uranium Project

## Highlights:

- Trinex executes definitive agreement with ALX Resources Corporation (TSX-V: AL) to acquire up to a 75% interest in the Gibbons Creek Uranium Project in Northern Saskatchewan, Canada.
- Option to acquire an initial 51% interest with the potential to increase to a 75% interest.
- Tranche 2 of the Placement announced on 28 February 2024 is subject to shareholder approval at the Company's extraordinary general meeting, to be held on 15 May 2024.

**Trinex Minerals Limited (ASX: TX3) (Trinex or the Company)** is pleased to announce that, following its announcement on 28 February 2024 (**February Announcement**), its wholly-owned Canadian subsidiary, Trinex Lithium Ltd (**Trinex Canada**), has now executed a full-form definitive agreement (**Definitive Agreement**) with TSX-V listed ALX Resources Corporation (**ALX**) (TSX-V: AL) in relation to the acquisition by Trinex Canada of up to a 75% interest in the Gibbons Creek Uranium Project (**Project**) in Northern Saskatchewan by way of an option and earn-in arrangement (**Gibbons Creek Earn-In**).

The Project comprises eight mineral dispositions covering an area of 139km<sup>2</sup>. The Project is located on the northern flank of the highly prospective Athabasca Basin in Northern Saskatchewan, home to all of Canada's operating uranium mines and mills (see Figure 1 and Annexure A).

The terms of the Definitive Agreement are in line with those set out in the February Announcement, however there are no conditions precedent remaining to be satisfied and the Definitive Agreement is unconditional. The key terms of the Definitive Agreement are set out in Annexure B.

The Company has paid the Definitive Agreement Execution Payments to ALX which comprise CAD50,000 in cash and the issue of 68,743,011 fully paid ordinary shares in the capital of the Company (**Shares**) (representing a value of CAD250,000<sup>1</sup>). These Shares were issued under the Company's placement capacity under Listing Rule 7.1 and will be held in voluntary escrow for 12 months. An Appendix 2A in relation to the issue will follow this announcement.

### Trinex Minerals Managing Director, Will Dix said:

*"We see this as a great achievement for the Company and our shareholders, providing a unique opportunity for exposure to energy minerals in Canada, complementing our already prospective*

<sup>1</sup> Calculated using the CAD to AUD exchange rate as at 7 May 2024 and a 10-trading day VWAP of \$ 0.00401271.

portfolio of lithium projects. The Athabasca Basin is a world class region and is highly prolific for Uranium.

*“We have had some promising initial observations from our maiden drilling campaign, where preliminary results suggest the presence of high grade mineralisation in the target area identified from historic drilling.*

*“I look forward to updating shareholders soon with further drill results from that campaign, and our expanded exploration plans to vector in on high priority uranium targets.”*

## Placement

As set out in the February Announcement, Tranche 2 of the Placement is subject to shareholder approval as it relates to the issue of Shares to directors. A notice of meeting was dispatched to shareholders on 10 April 2024 and the meeting is scheduled to be held on 15 May 2024.

Funds raised under the Placement are intended to be used towards funding Trinex Canada's exploration expenditure obligations in relation to the Gibbons Creek Earn-In transaction and for general working capital purposes.



**Figure 1 – Athabasca Basin showing the location of the Gibbons Creek Uranium Project and existing uranium mines and deposits.**

**ENDS**

**Release authorised by the Board of Directors of Trinex Minerals Limited.**

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## Summary Information

The following disclaimer applies to this announcement and any information contained in it. The information in this announcement is of general background and does not purport to be complete. It should be read in conjunction with the Company's other periodic and continuous disclosure announcements lodged with ASX, which are available at [www.asx.com.au](http://www.asx.com.au). You are advised to read this disclaimer carefully before reading or making any other use of this announcement or any information contained in this announcement. In accepting this announcement, you agree to be bound by the following terms and conditions including any modifications to them.

## Forward Looking Statements

This announcement includes forward-looking statements. These statements relate to the Company's expectations, beliefs, intentions or strategies regarding the future. These statements can be identified by the use of words like "will", "progress", "anticipate", "intend", "expect", "may", "seek", "towards", "enable" and similar words or expressions containing same.

The forward-looking statements reflect the Company's views and assumptions with respect to future events as of the date of this announcement and are subject to a variety of unpredictable risks, uncertainties, and other unknowns. Actual and future results and trends could differ materially from those set forth in such statements due to various factors, many of which are beyond our ability to control or predict. Given these uncertainties, no one should place undue reliance on any forward-looking statements attributable to the Company, or any of its affiliates or persons acting on its behalf. The Company does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Neither the Company nor any other person, gives any representation, warranty, assurance, nor will guarantee that the occurrence of the events expressed or implied in any forward-looking statement will actually occur. To the maximum extent permitted by law, the Company and each of its advisors, affiliates, related bodies corporate, directors, officers, partners, employees and agents disclaim any responsibility for the accuracy or completeness of any forward-looking statements whether as a result of new information, future events or results or otherwise.

## Not for release to US wire services or distribution in the United States

This announcement has been prepared for publication in Australia and may not be released to US wire services or distributed in the United States. This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or any other jurisdiction. Any securities described in this announcement have not been, and will not be, registered under the US Securities Act of 1933 and may not be offered or sold in the United States except in transactions exempt from, or not subject to, registration under the US Securities Act and applicable US state securities laws.

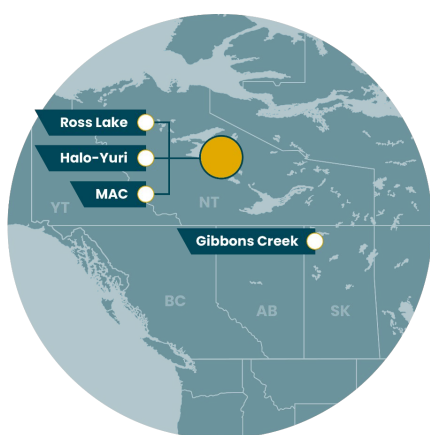
## About Trinex Minerals

Trinex Minerals Limited (ASX: TX3) is an Australian-based resources company exploring for critical minerals, which are essential for the future transition towards clean energy.

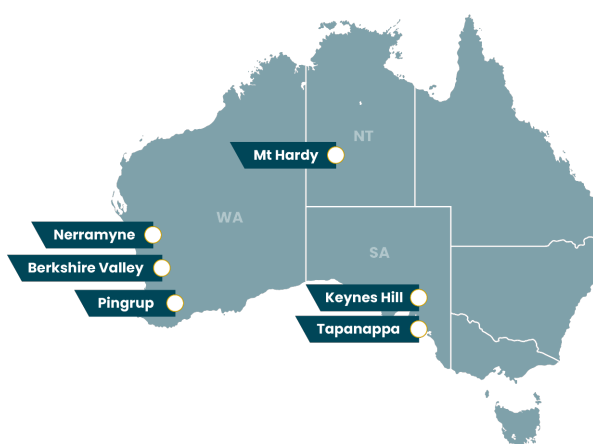
The Company holds several energy minerals projects in Canada, including lithium focused projects in the Northwest Territories, and an option to earn up to 75% in the advanced Gibbons Creek Uranium Project in Saskatchewan.

In Australia, Trinex holds a base metals resource at its Mt Hardy Project in the Northern Territory, and several exciting projects in Western Australia and South Australia.

### Canadian Projects



### Australian Projects



**Annexure A – Gibbons Creek Uranium Dispositions**

Gibbons Creek Dispositions				
Disposition Number	Registration Date	Good To	Area (ha.)	Registered Holder (%)
S-107355	2007-05-16	2038-08-13	864.997	ALX (100%)*
S-108135	2004-04-27	2028-07-25	226.737	ALX (100%)*
MC00000545	2013-03-28	2025-06-26	4,317.834	ALX (100%)
MC00018030	2013-03-28	2025-06-26	1,512.772	ALX (100%)
MC00018032	2013-03-28	2025-06-26	690.057	ALX (100%)
MC00018033	2013-03-28	2025-06-26	3,492.424	ALX (100%)
MC00018034	2013-03-28	2025-06-26	749.019	ALX (100%)
MC00018049	2013-03-28	2025-06-26	2,010.110	ALX (100%)
<b>Total</b>			<b>13,863.95</b>	ALX (100%)

\*Star Minerals Group Ltd. (SMG) has rights under a Mineral Property Option Agreement dated 5 November 2013 (SMG Agreement) to buy-back a 25% interest in dispositions S-107355 and S-108135 (Legacy Claims) in accordance with the terms of the SMG Agreement. The Definitive Agreement contains terms dealing with SMG's right to buy-back a 25% interest in the Legacy Claims, including that Trinex Canada and ALX will each transfer its proportionate share (based on its respective interest in the Legacy Claims at the time) of the 25% interest in the Legacy Claims that is required to be transferred to SMG in accordance with the SMG Agreement if SMG exercises that buy-back right.

## Annexure B – Key Terms of the Definitive Agreement

The Project is currently 100% owned by ALX. Under the Definitive Agreement, Trinex Canada has been granted an option to earn an initial 51% interest in the Project which may be increased to 75% if certain earn-in conditions are satisfied.

The key terms of the Definitive Agreement are set out below.

### Initial option interest – 51%

Trinex Canada will earn a 51% interest in the Project (**Initial Option Interest**) by making cash and share payments to ALX, and meeting minimum aggregate expenditures, each as described in the table below.

Payment	Timing*	Cash payment	Payment in cash or TX3 shares (to the value of)	Minimum expenditures
LOI execution payment	Paid	CAD50,000	N/A	N/A
Definitive Agreement Execution payment	On execution of Definitive Agreement ( <b>Effective Date</b> ) Paid	CAD50,000	CAD250,000 (Shares issued will be held in voluntary escrow for 12 months)	N/A
Tranche 1	On or before the 1 <sup>st</sup> anniversary of the Effective Date	CAD150,000	CAD300,000	CAD1,000,000
Tranche 2	On or before the 2 <sup>nd</sup> anniversary of the Effective Date	CAD200,000	CAD350,000	CAD2,000,000 (in aggregate)
Tranche 3	On or before the 3 <sup>rd</sup> anniversary of the Effective Date	CAD250,000	CAD400,000	CAD3,000,000 (in aggregate)
<b>Total</b>		<b>CAD700,000</b>	<b>CAD1,300,000</b>	<b>CAD3,000,000</b> (in aggregate)

\* The timing by which Trinex Canada must incur the minimum expenditures will be extended in circumstances where Trinex Canada is prevented from undertaking work and activities on the Project due to force majeure events.

ALX carried out a drilling program at the Project during March and April, which has now completed. Trinex Canada reimbursed ALX for the costs of that program, which totalled approximately CAD\$500,000 (with those costs being counted towards Trinex Canada's minimum expenditure obligations for Tranche 1 referred to above).

If Trinex Canada meets its payment and expenditure obligations in relation to the initial option interest, it may elect by written notice to have a 51% interest in the Project (subject to the provisions of the Definitive Agreement dealing with the SMG's buy-back rights in respect of the Legacy Claims) transferred to it from ALX for no further consideration and the parties will form an unincorporated joint venture in respect of the Project (pursuant to a joint venture agreement to be agreed between the parties or, if not agreed, joint venture terms in the Definitive Agreement<sup>2</sup>). Trinex Canada will then be entitled to earn the second option interest (described below).

## **Second option interest – additional 24% (total 75% interest)**

Trinex Canada may earn an additional 24% interest (**Second Option Interest**) in the Project following completion of the Initial Option Interest (to take its total interest to 75%) by making cash and share payments to ALX and meeting minimum aggregate expenditures each as described in the table below.

Payment	Timing**	Cash payment	Payment in cash or TX3 shares (to the value of)	Minimum expenditures
Tranche 4	On or before the 4 <sup>th</sup> anniversary of the Effective Date	CAD300,000	CAD450,000	CAD1,250,000
Tranche 5	On or before the 5 <sup>th</sup> anniversary of the Effective Date	CAD350,000	CAD500,000	CAD2,500,000 (in aggregate)
<b>Total (Tranches 4 &amp; 5)</b>		<b>CAD650,000</b>	<b>CAD950,000</b>	<b>CAD2,500,000</b> (in aggregate)

\*\* The timing by which Trinex Canada must incur the minimum expenditures will be extended in circumstances where Trinex Canada is prevented from undertaking work and activities on the Project due to force majeure events.

The outstanding payments noted above which may be paid in cash or Shares may be settled in cash or in Shares at Trinex Canada's sole election. In this regard, if Trinex elects to settle any amount by way of an issue of Shares under Tranches 1 to 5 then such issue will be subject to shareholder approval.

Where payments are to be made in Shares, the number of Shares will be determined by reference to the 10-trading day VWAP of Shares up to the end of the business day before the date of issue.

Trinex Canada may withdraw from the Initial Option Interest or Second Option Interest at any time. If Trinex Canada withdraws after earning the 51% Project interest or 75% Project interest (as the case may be), then it will retain its 51% Project interest or 75% Project interest (as applicable) notwithstanding the withdrawal. If Trinex Canada withdraws prior to earning the 51% Project interest, then it will not acquire any interest in the Project.

<sup>2</sup> The Definitive Agreement provides a draft joint venture agreement based on the pro-forma joint venture agreement developed by the Rocky Mountain Mineral Law Foundation, which the parties will use as the basis for negotiating a binding joint venture agreement. If the parties cannot agree to the terms of the joint venture agreement, the Definitive Agreement sets out various 'fall back' joint venture terms that will regulate the relationship until such time as a formal joint venture agreement has been agreed.



## ***Operatorship and Joint Venture Formation***

Trinex Canada will be the operator of the Project during the earn-in period and will have sole and exclusive discretion in relation to exploration (including in relation to programs, budgets and expenditures).

As noted above, if Trinex Canada elects to be transferred a 51% interest in the Project, an unincorporated joint venture will be formed between the parties (pursuant to a joint venture agreement to be agreed between the parties or, if not agreed, joint venture terms in the Definitive Agreement<sup>1</sup>). The Definitive Agreement provides that (among other things) the party with the largest interest in the joint venture will be the operator of the Project and the overall direction and management of the joint venture will be governed by a management committee.

## ***Termination***

Trinex Canada may terminate the Initial Option Interest or the Second Option Interest in its absolute discretion for any reason at any time. If Trinex Canada fails to meet any of its obligations under Tranches 1 to 5 (i.e. a cash payment, share issue or minimum expenditure) by the applicable time set out in the tables above, the Definitive Agreement will automatically terminate. An exception to that automatic termination is where Trinex Canada fails to meet its minimum expenditure obligation in respect of a Tranche but pays a cash payment to ALX (equal to the difference between the minimum expenditure obligation and the actual expenditure incurred) to remedy that failure.