AURIC MINING LIMITED
ACN 635 470 843
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 11:00am (WST)

DATE: Monday, 14 December 2026

PLACE: Steinepreis Paganin
Level 14, QV1 Building
250 St Georges Terrace
PERTH WA 6000

The business of the Meeting affects your shareholding and your vote is important.

This Notice should be read in its entirety. If Shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

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 Shareholders at 11:00am (WST) on Saturday, 12 December 2026.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – RATIFICATION OF PRIOR ISSUE OF TRANCHE 1 PLACEMENT SHARES UNDER LISTING RULE 7.1

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

> *"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 28,184,040 Placement Shares to the Unrelated Placement Participants on the terms and conditions set out in the Explanatory Statement."*

2. RESOLUTION 2 – RATIFICATION OF PRIOR ISSUE OF TRANCHE 1 PLACEMENT SHARES UNDER LISTING RULE 7.1A

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

> *"That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 18,789,360 Placement Shares to the Unrelated Placement Participants on the terms and conditions set out in the Explanatory Statement."*

3. RESOLUTION 3 – APPROVAL TO ISSUE TRANCHE 2 PLACEMENT SHARES

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 44,269,844 Placement Shares to the Unrelated Placement Participants on the terms and conditions set out in the Explanatory Statement."*

4. RESOLUTION 4 – APPROVAL FOR DIRECTOR PARTICIPATION IN PLACEMENT – MR GARETH SOLLY

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

> *"That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 270,270 Shares to Mr Gareth Solly (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement."*

5. RESOLUTION 5 – APPROVAL FOR DIRECTOR PARTICIPATION IN PLACEMENT – MR JOHN UTLEY

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

> *"That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 378,378 Shares to Mr John Utley (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement."*

6. RESOLUTION 6 – APPROVAL TO ISSUE CONSIDERATION SHARES

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 12,500,000 Shares to EazyOz (or its nominee(s)) on the terms and conditions set out in the Explanatory Statement."*

7. RESOLUTION 7 – APPROVAL TO ISSUE FIRST UNION JACK MILESTONE SHARES

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 6,250,000 Shares to EazyOz (or its nominee(s)) in satisfaction of the First Union Jack Milestone Payment on the terms and conditions set out in the Explanatory Statement."

8. RESOLUTION 8 – APPROVAL TO ISSUE SECOND UNION JACK MILESTONE SHARES

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 6,250,000 Shares to EazyOz (or its nominee(s)) in satisfaction of the Second Union Jack Milestone Payment on the terms and conditions set out in the Explanatory Statement."

9. RESOLUTION 9 – APPROVAL TO ISSUE THIRD UNION JACK MILESTONE SHARES

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

"That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 9,375,000 Shares to EazyOz (or its nominee(s)) in satisfaction of the Third Union Jack Milestone Payment on the terms and conditions set out in the Explanatory Statement."

10. RESOLUTION 10 – APPROVAL TO ISSUE FIRST NORSEMAN MILESTONE SHARES

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

"*That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 3,125,000 Shares to the Sellers (or their nominee(s)), in equal proportions, in satisfaction of the First Norseman Milestone Payment on the terms and conditions set out in the Explanatory Statement*."

11. RESOLUTION 11 – APPROVAL TO ISSUE SECOND NORSEMAN MILESTONE SHARES

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

"*That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue up to 3,125,000 Shares to the Sellers (or their nominee(s)), in equal proportions, in satisfaction of the Second Norseman Milestone Payment on the terms and conditions set out in the Explanatory Statement*."

12. RESOLUTION 12 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO DIRECTOR – MR JOHN UTLEY

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 5,500,000 Performance Rights to Mr John Utley (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement."

13. RESOLUTION 13 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO DIRECTOR – MR MARK ENGLISH

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

"That, for the purposes of Listing Rule 10.11 and for all other purposes, approval is given for the Company to issue 5,500,000 Performance Rights to Mr Mark English (or his nominee(s)) on the terms and conditions set out in the Explanatory Statement."

Dated: 12 November 2026

Voting Prohibition Statements

Resolution 12 – Approval to Issue Performance Rights to Director – Mr John Utley	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.
Resolution 13 – Approval to Issue Performance Rights to Director – Mr Mark English	A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if: (a) the proxy is either: (i) a member of the Key Management Personnel; or (ii) a Closely Related Party of such a member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

Voting Exclusion Statements

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolution set out below by or on behalf of the following persons:

Resolution 1 – Ratification of Prior Issue of Tranche 1 Placement Shares under Listing Rule 7.1	Unrelated Placement Participants (or their nominee(s)) or any other person who participated in the issue or an associate of that person or those persons.
Resolution 2 – Ratification of Prior Issue of Tranche 1 Placement Shares under Listing Rule 7.1A	Unrelated Placement Participants (or their nominee(s)) or any other person who participated in the issue or an associate of that person or those persons.
Resolution 3 – Approval to Issue Tranche 2 Placement Shares	Unrelated Placement Participants (or their nominee(s)) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 4– Approval for Director Participation in Placement – Mr Gareth Solly	Mr Solly (or his nominee(s)) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.
Resolution 5 – Approval for Director Participation in Placement – Mr John Utley	Mr Utley (or his nominee(s)) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.
Resolution 6 – Approval to Issue Consideration Shares	EazyOz (or its nominee(s)) or any other person who is expected to obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 7 – Approval to Issue First Union Jack Milestone Shares	EazyOz (or its nominee(s)) or any other person who is expected to obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 8 – Approval to Issue Second Union Jack Milestone Shares	EazyOz (or its nominee(s)) or any other person who is expected to obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 9 – Approval to Issue Third Union Jack Milestone Shares	EazyOz (or its nominee(s)) or any other person who is expected to obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 10 – Approval to Issue First Norseman Milestone Shares	The Sellers (or their nominee(s)) or any other person who is expected to obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).

Resolution 11 – Approval to Issue Second Norseman Milestone Shares	The Sellers (or their nominee(s)) or any other person who is expected to obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 12 – Approval to Issue Performance Rights to Director – Mr John Utley	Mr Utley (or his nominee(s)) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.
Resolution 13 – Approval to Issue Performance Rights to Director – Mr Mark English	Mr English (or his nominee(s)) and any other person who will obtain a material benefit as a result of the issue of the securities (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person or those persons.

However, this does not apply to a vote cast in favour of the Resolution by:

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

(b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, 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.

Voting by proxy

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the 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 member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Voting in person

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

You may still attend the Meeting and vote in person even if you have appointed a proxy. If you have previously submitted a Proxy Form, your attendance will not revoke your proxy appointment unless you actually vote at the Meeting for which the proxy is proposed to be used, in which case, the proxy's appointment is deemed to be revoked with respect to voting on that Resolution.

Please bring your personalised Proxy Form with you as it will help you to register your attendance at the Meeting. If you do not bring your Proxy Form with you, you can still attend the Meeting but representatives from Computershare will need to verify your identity. You can register from 10:30am on the day of the Meeting.

Should you wish to discuss the matters in this Notice please do not hesitate to contact the Company Secretary on +61 8 9548 9997 or cyeo@auricmining.com.au.

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. BACKGROUND TO RESOLUTIONS 1 TO 5

1.1 Placement

As announced on 12 November 2026, the Company received firm commitments from non-related institutional, professional and sophisticated investors (**Unrelated Placement Participants**), and from two of the Directors, Gareth Solly and John Utley (**Director Participants**), to raise approximately $17,000,000 (before costs) through the issue of 91,891,892 fully paid ordinary shares in the capital of the Company (**Placement Shares**) at an issue price of $0.185 per Placement Share (**Placement**).

(a) **Tranche 1**

On or around 18 November 2026 (being before the Meeting), the Company will issue 46,973,400 Placement Shares at an issue price of $0.185 per Placement Share under tranche one of the Placement (**Tranche 1**) to the Unrelated Placement Participants, comprising:

(i) 28,184,040 Placement Shares to be issued under the Company's Listing Rule 7.1 placement capacity (being the subject of Resolution 1); and

(ii) 18,789,360 Placement Shares to be issued under the Company's Listing Rule 7.1A placement capacity (being the subject of Resolution 2).

Resolutions 1 and 2 seek Shareholder approval for the ratification of an aggregate of 46,973,400 Placement Shares issued under Tranche 1 of the Placement.

(b) **Tranche 2**

The Company is proposing to issue the remaining 44,918,492 Placement Shares at an issue price of $0.185 per Placement Share under tranche two of the Placement (**Tranche 2**), comprising:

(i) 44,269,844 Placement Shares to the Unrelated Placement Participants (or their nominees), subject to Shareholder approval of Resolution 3; and

(ii) 648,648 Placement Shares to the Director Participants (or their nominees), subject to Shareholder approval for the purposes of Listing Rule 10.11 under Resolutions 4 and 5, to enable the Director Participants to participate in Tranche 2 of the Placement on the same terms as the Unrelated Placement Participants.

1.2 Lead Manager

Canaccord Genuity (Australia) Limited (ACN 075 071 466) (**Canaccord**), Taylor Collison Limited (ACN 008 172 450) (**Taylor Collison**) and MA Moelis Australia Advisory Pty Ltd (ABN 72 142 008 446) (**Moelis**) (together, the **Lead Managers**) acted as joint lead managers and bookrunners to the Placement pursuant to an engagement letter dated 11 September 2026 (**Lead Manager Mandate**). Under the Lead Manager Mandate, the Company has agreed to pay the Lead Managers, the following fees:

(a) a management fee equal to 2% (plus GST) of the gross proceeds of the Placement; and

(b) a selling fee equal to 4% (plus GST) of the gross proceeds of the Placement, excluding any proceeds subscribed for by investors identified by the Company (including the Director Participants).

The Company has also agreed to reimburse the Lead Managers for their reasonable out-of-pocket expenses incurred in connection with the Placement, up to a maximum of

$50,000 (excluding GST) without the Company's prior written approval. No Securities are to be issued to the Lead Managers under the Lead Manager Mandate.

The Lead Manager Mandate otherwise contains terms and conditions which are standard for an agreement of this nature.

1.3 Use of Funds

Funds raised under the Placement will be applied towards:

(a) Munda grade control and extensional drilling to grow the Mineral Resource;

(b) extensional and resource growth drilling at the Union Jack Project;

(c) acquisition costs for the Iron Maiden Project;

(d) relocating the recently purchased second-hand crushing circuit and equipment for Burbanks; and

(e) general working capital, including business development activities.

2. RESOLUTIONS 1 AND 2 – RATIFICATION OF PRIOR ISSUE OF TRANCHE 1 PLACEMENT SHARES

2.1 General

A summary of the Placement is set out in Section 1.1 above.

These Resolutions seek Shareholder ratification for the purposes of Listing Rule 7.4 for the issue of an aggregate of 46,973,400 Shares at an issue price of $0.185 per Share to raise $8,690,079 under Tranche 1 of the Placement.

28,184,040 Shares will be issued pursuant to the Company's capacity under Listing Rule 7.1 (being, the subject of Resolution 1) and 18,789,360 Shares will be issued pursuant to the Company's placement capacity under Listing Rule 7.1A (being, the subject of Resolution 2), in each case on or around 18 November 2026 (being before the Meeting).

2.2 Listing Rules 7.1 and 7.1A

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 securities it had on issue at the start of that 12 month period.

Under Listing Rule 7.1A however, an Eligible Entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained this approval at its annual general meeting held on 28 May 2026.

The issue does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 25% limit in Listing Rules 7.1 and 7.1A, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 and 7.1A for the 12 month period following the date of the issue.

2.3 Listing Rule 7.4

Listing Rule 7.4 allows the shareholders of a listed company to approve an issue of equity securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 and so does not reduce the company's capacity to issue further equity securities without shareholder approval under that rule.

The Company wishes to retain as much flexibility as possible to issue additional equity securities in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the issue.

2.4 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the issue will be excluded in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

If these Resolutions are not passed, the issue will be included in calculating the Company's combined 25% limit in Listing Rules 7.1 and 7.1A, effectively decreasing the number of equity securities the Company can issue without Shareholder approval over the 12 month period following the date of the issue.

2.5 Technical information required by Listing Rules 7.4 and 7.5

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities were issued or the basis on which those persons were identified/selected	The Placement Shares will be issued to the Unrelated Placement Participants (or their nominee(s)) who are institutional, professional and sophisticated investors who were identified through a bookbuild process, which involved the Lead Managers seeking expressions of interest to participate in the capital raising from non-related parties of the Company. The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number and class of Securities issued	46,973,400 Shares will be issued on the following basis: (a) 28,184,040 Shares will be issued under Listing Rule 7.1 (ratification of which is sought under Resolution 1); and (b) 18,789,360 Shares will be issued pursuant to Listing Rule 7.1A (ratification of which is sought under Resolution 2).
Terms of Securities	The Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities were or will be issued	On or around 18 November 2026 (being before the Meeting).
Price or other consideration the Company received or will receive for the Securities	$0.185 per Placement Share
Purpose of the issue, including the intended use of any funds raised by the issue	Refer to Section 1.3 for details of the proposed use of funds.
Summary of material terms of agreement to issue	The Placement Shares issued as Tranche 1 of the Placement will be issued pursuant to customary placement agreements between the Company and the Unrelated Placement Participants.
Voting Exclusion Statement	Voting exclusion statements apply to these Resolutions.
Compliance	The issue will not breach Listing Rule 7.1 or 7.1A.

3. RESOLUTION 3 – APPROVAL TO ISSUE TRANCHE 2 PLACEMENT SHARES

3.1 General

A summary of the Placement is set out in Section 1.1 above.

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 44,269,844 Placement Shares to the Unrelated Placement Participants (or their nominee(s)) at an issue price of $0.185 per Placement Share to raise approximately $8,189,921 (before costs) under Tranche 2 of the Placement.

3.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 2.2 above.

The proposed issue does not fall within any of the exceptions set out in Listing Rule 7.2 and exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of Shareholders under Listing Rule 7.1.

3.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. Consequently, the Company will not be able to complete Tranche 2 of the Placement in its entirety and will not raise the further $8,189,921 (before costs).

3.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Unrelated Placement Participants (or their nominee(s)) who are institutional, professional and sophisticated investors who were identified through a bookbuild process, which involved the Lead Managers seeking expressions of interest to participate in the capital raising from non-related parties of the Company. The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	44,269,844 Shares will be issued under Tranche 2 of the Placement.
Terms of Securities	The Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Shares within 5 Business Days of the Meeting. In any event, the Company will not issue any Shares later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	$0.185 per Placement Share, being the same issue price as the Placement Shares issued under Tranche 1 of the Placement.
Purpose of the issue, including the intended use of any funds raised by the issue	Refer to Section 1.3 for details of the proposed use of funds raised under the Placement.
Summary of material terms of agreement to issue	The Shares will be issued under customary placement agreements between the Company and the Unrelated Placement Participants.

REQUIRED INFORMATION	DETAILS
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

4. RESOLUTIONS 4 AND 5 – APPROVAL FOR DIRECTOR PARTICIPATION IN PLACEMENT

4.1 General

As set out in Section 1.1 above, the Director Participants, being Mr Gareth Solly and Mr John Utley, have agreed to participate in Tranche 2 of the Placement for an aggregate of $120,000 on the same terms as the Unrelated Placement Participants (**Participation**).

Accordingly, Resolutions 4 and 5 seek Shareholder approval for the purposes of Listing Rule 10.11 for the issue of an aggregate of 648,648 Placement Shares to the Director Participants (or their nominee(s)), comprising:

(a) 270,270 Shares to Mr Gareth Solly (or his nominee(s)) (the subject of Resolution 4); and

(b) 378,378 Shares to Mr John Utley (or his nominee(s)) (the subject of Resolution 5),

on the terms set out below.

4.2 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and

(b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue constitutes giving a financial benefit and the Director Participants are related parties of the Company by virtue of being Directors.

The Directors (other than Messrs Solly and Utley who have a material personal interest in these Resolutions) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue because the Securities will be issued to the Director Participants (or their nominee(s)) on the same terms as Securities issued to non-related party participants in the capital raising and as such the giving of the financial benefit is on arm's length terms.

4.3 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

10.11.1 a related party;

10.11.2 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;

10.11.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;

10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or

10.11.5 a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

4.4 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the Company will be able to proceed with the issue of the Placement Shares within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules) and will raise the further $120,000 (before costs) under Tranche 2 of the Placement. As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.11), the issue will not use up any of the Company's 15% annual placement capacity.

If these Resolutions are not passed, the Company will not be able to proceed with the issue of the Placement Shares and will not raise the full amount under the Placement.

Resolutions 4 and 5 are independent of one another. If one of the Resolutions is not passed and the other Resolution is passed, the Company may still proceed with the issue of the Placement Shares to the Director Participant in respect of which Shareholder approval has been obtained.

4.5 Technical information required by Listing Rule 10.13

REQUIRED INFORMATION	DETAILS
Name of the person to whom Securities will be issued	The Director Participants, being Mr Gareth Solly (Resolution 4) and Mr John Utley (Resolution 5) (or their nominee(s)).
Categorisation under Listing Rule 10.11	Each of the Director Participants falls within the category set out in Listing Rule 10.11.1 as they are related parties of the Company by virtue of being Directors. Any nominee(s) of the Director Participants who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.11.4.
Number of Securities and class to be issued	The maximum number of Placement Shares to be issued is 648,648 Shares, comprising: (a) 270,270 Shares to Mr Gareth Solly (or his nominee(s)) (Resolution 4); and (b) 378,378 Shares to Mr John Utley (or his nominee(s)) (Resolution 5).
Terms of Securities	The Placement Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Placement Shares within 5 Business Days of the Meeting. In any event, the Company will not issue any Placement Shares later than one month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	$0.185 per Placement Share, being the same issue price as the Placement Shares issued to the Unrelated Placement Participants under the Placement. The Company will not receive any other consideration for the issue of the Placement Shares.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to raise capital under the Placement, which the Company intends to apply in the manner set out in Section 1.3 above.

REQUIRED INFORMATION	DETAILS
Summary of material terms of agreement to issue	The Placement Shares will be issued on the same terms as the Placement Shares issued to the Unrelated Placement Participants and are not being issued under an agreement.
Voting exclusion statement	Voting exclusion statements apply to these Resolutions.

5. BACKGROUND TO RESOLUTIONS 6 TO 9 – ACQUISITION OF UNION JACK PROJECT

5.1 Union Jack Agreement

On 9 September 2026, the Company announced that it and its wholly owned subsidiary, MHS Minerals Pty Ltd (ACN 693 444 576) (**MHS**) had entered into a binding letter agreement dated 5 September 2026 with EazyOz Resources Pty Ltd (ACN 133 890 678) (**EazyOz**) under which MHS agreed to acquire, subject to completion of due diligence, granted mining lease M15/120 (**Union Jack Tenement**). The Union Jack Tenement hosts the Union Jack gold deposit, located approximately 5 km east of Coolgardie, Western Australia, and approximately 15 km from the Company's Burbanks processing facility (**Union Jack Acquisition**).

On 6 October 2026, the Company, MHS and EazyOz entered into a tenement sale agreement which replaced the binding letter agreement (**Union Jack Agreement**).

Under the Union Jack Agreement, the consideration payable to EazyOz for the Union Jack Tenement is:

(a) a non-refundable deposit of $100,000 (plus GST), which MHS paid on 7 September 2026;

(b) cash consideration of $6,400,000 (plus GST), which MHS paid at Settlement on 7 October 2026;

(c) 12,500,000 Shares at a deemed issue price of $0.24 per Share ($3,000,000) (the subject of Resolution 6), as set out in Section 5.2 below (**Consideration Shares**); and

(d) further payments of up to $7,000,000 (plus GST) in aggregate if specified Mineral Resource milestones are achieved on the Union Jack Tenement, payable in cash, Shares or a combination of both (the issue of any Shares being the subject of Resolutions 7 to 9), as set out in Section 5.3 below (**Union Jack Milestone Payments**).

A summary of the material terms of the Union Jack Agreement is set out in Schedule 1.

As announced on 7 October 2026, settlement of the Union Jack Acquisition occurred on 7 October 2026 (**Settlement**). At Settlement, MHS paid the cash consideration referred to in Section 5.1(b), the deposit referred to in Section 5.1(a) was released to EazyOz and MHS granted EazyOz a 1.0% gross revenue royalty on gold produced from the Union Jack Tenement.

Settlement was not conditional on Shareholder approval. However, the issue of Shares in satisfaction of the consideration referred to in Sections 5.1(c) and 5.1(d) is subject to Shareholder approval, which is sought under Resolutions 6 to 9.

5.2 Consideration Shares

As referred to in Section 5.1(c) above, under the Union Jack Agreement, the Company has agreed to issue 12,500,000 Consideration Shares to EazyOz at a deemed issue price of $0.24 per Share, being the 5-day volume weighted average price of Shares ending on the day before the binding letter agreement was executed, for a deemed value of $3,000,000. GST on the value of the Consideration Shares is payable by MHS in cash.

The issue of the Consideration Shares is conditional on Shareholder approval under Listing Rule 7.1, which is sought under Resolution 6. If Shareholder approval is obtained, the Company must issue the Consideration Shares within 5 Business Days after the Meeting. If Shareholder approval is not obtained, or the Meeting is not held on or before 31 December

2026 (or 31 January 2027 if the Company extends that date under the Union Jack Agreement), MHS must instead pay EazyOz $3,000,000 (plus GST) in cash within 10 Business Days after that date and the Company will have no obligation to issue the Consideration Shares.

5.3 Union Jack Milestone Payments

As referred to in Section 5.1(d) above, under the Union Jack Agreement, MHS must make the following further payments to EazyOz if a JORC Code (2012) compliant Mineral Resource of any category, at a 0.5 g/t gold cut-off, is defined on the Union Jack Tenement by or on behalf of MHS or the Company:

(a) $2,000,000 (plus GST) on definition of a Mineral Resource of 125,000 oz or more of gold (**First Union Jack Milestone Payment**);

(b) a further $2,000,000 (plus GST) on definition of a Mineral Resource of 150,000 oz or more of gold (**Second Union Jack Milestone Payment**); and

(c) a further $3,000,000 (plus GST) on definition of a Mineral Resource of 200,000 oz or more of gold (**Third Union Jack Milestone Payment**).

The milestones are cumulative, so that if a Mineral Resource of 175,000 oz is first defined, the First Union Jack Milestone Payment and Second Union Jack Milestone Payment are payable together.

There is no time limit on the milestones, so a Union Jack Milestone Payment becomes payable whenever the relevant Mineral Resource is defined. However, Union Jack Milestone Shares may only be issued up to the fifth anniversary of the Meeting (see Section 5.4), and any Union Jack Milestone Payment which becomes payable after that date must be paid in cash.

Each Union Jack Milestone Payment may be satisfied in cash, in Shares (**Union Jack Milestone Shares**) or a combination of both, as agreed between MHS and EazyOz, provided that the Share component may not exceed 75% of the Union Jack Milestone Payment. If MHS and EazyOz do not agree the split within 10 Business Days after the milestone is achieved, the Union Jack Milestone Payment is satisfied 50% in cash and 50% in Union Jack Milestone Shares.

The issue price of the Union Jack Milestone Shares will be the higher of the 5-day VWAP of Shares ending on the day before the relevant milestone is announced to ASX and a floor price of $0.24 per Share (**Floor Price**). The Company may issue an aggregate of up to 21,875,000 Union Jack Milestone Shares (being the maximum number issuable at the Floor Price), comprising:

(a) up to 6,250,000 Union Jack Milestone Shares in satisfaction of the First Union Jack Milestone Payment (the subject of Resolution 7);

(b) up to 6,250,000 Union Jack Milestone Shares in satisfaction of the Second Union Jack Milestone Payment (the subject of Resolution 8); and

(c) up to 9,375,000 Union Jack Milestone Shares in satisfaction of the Third Union Jack Milestone Payment (the subject of Resolution 9).

Any shortfall resulting from the Floor Price or the above caps is payable to EazyOz in cash.

5.4 ASX Waiver of Listing Rule 7.3.4

Listing Rule 7.3.4 requires that a notice of meeting seeking approval under Listing Rule 7.1 state that the securities will be issued no later than 3 months after the date of the meeting (or such later date as may be permitted by an ASX waiver).

The Union Jack Milestone Shares will only be issued if and when the relevant milestone is achieved, which may occur more than 3 months after the Meeting. On 4 November 2026, ASX granted the Company a waiver of Listing Rule 7.3.4 to the extent necessary to permit the Union Jack Milestone Shares to be issued at any time up to the fifth anniversary of the Meeting, on the following conditions:

(a) the Union Jack Milestone Shares are issued on achievement of the relevant milestone, and in any event no later than 5 years after the date of the Meeting;

(b) the material terms of the Union Jack Milestone Shares, including each of the milestones, are fully and clearly set out in this Notice;

(c) details of the potential dilutive effect of the Union Jack Milestone Shares on the Company's capital structure are included in this Notice to ASX's satisfaction;

(d) the terms of the waiver are clearly disclosed in this Notice to ASX's satisfaction;

(e) if a milestone is achieved, the Company announces to the market the achievement of that milestone, the basis on which the Directors determined it was achieved and the number of Union Jack Milestone Shares issued; and

(f) for any annual reporting period in which any Union Jack Milestone Shares are issued or remain to be issued, the Company's annual report sets out the number issued in that period, the number that remain to be issued and the basis on which they may be issued.

The Company sought the waiver because the Union Jack Milestone Shares are deferred consideration for the Union Jack Acquisition and their issue depends on the definition of a Mineral Resource on the Union Jack Tenement, which requires drilling and resource estimation over several years. Without the waiver, the Company would be required to satisfy the Union Jack Milestone Payments wholly in cash, reducing the funds available for its exploration and development activities, or to hold a further general meeting as each milestone is achieved, which would be onerous and costly for the Company.

The effect of the waiver is that, if Resolutions 7 to 9 are passed, the Company may issue the Union Jack Milestone Shares at any time up to the fifth anniversary of the Meeting if and when the relevant milestone is achieved, and the Shareholder approval will not lapse 3 months after the date of the Meeting. The maximum number of Union Jack Milestone Shares that may be issued is fixed at 21,875,000 by the Floor Price and the caps set out in Section 5.3. Any Union Jack Milestone Payment which becomes payable after the fifth anniversary of the Meeting must be paid in cash.

Dilution

Set out below is a worked example of the maximum number of Shares that may be issued under Resolutions 7 to 9, based on the Floor Price.

RESOLUTION	ISSUE PRICE	MAXIMUM NUMBER OF SHARES THAT MAY BE ISSUED	CURRENT SHARES ON ISSUE	SHARES ON ISSUE AFTER THE MAXIMUM NUMBER OF SHARES ARE ISSUED	DILUTION
7	$0.24	6,250,000	187,893,602	194,143,602	3.22%
8	$0.24	6,250,000	187,893,602	194,143,602	3.22%
9	$0.24	9,375,000	187,893,602	197,268,602	4.75%
Total		**21,875,000**	**187,893,602**	**209,768,602**	**10.43%**

Notes:

1. There are currently 187,893,602 Shares on issue as at the date of this Notice. This table assumes no Options are exercised, no convertible securities are converted and no other Shares are issued, other than the maximum number of Union Jack Milestone Shares which may be issued under Resolutions 7 to 9.
2. If the 5-day VWAP is higher than the Floor Price, fewer Union Jack Milestone Shares will be issued and the dilution will be lower.

6. RESOLUTION 6 – APPROVAL TO ISSUE CONSIDERATION SHARES TO EAZYOZ

6.1 General

A summary of the Union Jack Agreement and the Consideration Shares is set out in Section 5.1 above.

This Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 12,500,000 Shares to EazyOz (or its nominee(s)) as part consideration for the Union Jack Acquisition.

6.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 2.2 above.

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

6.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not issue the Consideration Shares and, under the terms of the Union Jack Agreement, MHS must instead pay EazyOz $3,000,000 (plus GST) in cash within 10 Business Days after the Meeting in full satisfaction of this component of the consideration. Accordingly, the Company would be required to utilise its existing cash reserves, reducing the funds available for the Company's exploration and development activities.

6.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	EazyOz (or its nominee(s)). The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	12,500,000 Consideration Shares will be issued.
Terms of Securities	The Consideration Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Consideration Shares within 5 Business Days of the Meeting. In any event, the Company will not issue any Consideration Shares later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Consideration Shares will be issued for nil cash consideration, at a deemed issue price of $0.24 per Share, in part satisfaction of the consideration for the Union Jack Acquisition.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the Union Jack Agreement.
Summary of material terms of agreement to issue	The Consideration Shares are being issued under the Union Jack Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

7. RESOLUTIONS 7 TO 9 – APPROVAL TO ISSUE MILESTONE SHARES TO EAZYOZ

7.1 General

A summary of the Union Jack Agreement is set out in Section 5.1 above, and the Union Jack Milestone Payments and the milestones to which they relate are set out in Section 5.3 above.

These Resolutions seek Shareholder approval for the purposes of Listing Rule 7.1 for the issue of up to 21,875,000 Union Jack Milestone Shares to EazyOz (or its nominee(s)), comprising:

(a) up to 6,250,000 Union Jack Milestone Shares in satisfaction of the First Union Jack Milestone Payment (the subject of Resolution 7);

(b) up to 6,250,000 Union Jack Milestone Shares in satisfaction of the Second Union Jack Milestone Payment (the subject of Resolution 8); and

(c) up to 9,375,000 Union Jack Milestone Shares in satisfaction of the Third Union Jack Milestone Payment (the subject of Resolution 9).

The issue price of the Union Jack Milestone Shares will be the higher of the 5-day VWAP of Shares ending on the day before the relevant milestone is announced to ASX and the Floor Price, being $0.24 per Share.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 2.2 above.

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

7.3 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If these Resolutions are not passed, the Company will not issue the Union Jack Milestone Shares and, under the terms of the Union Jack Agreement, MHS must satisfy the relevant Union Jack Milestone Payments entirely in cash, reducing the funds available for the Company's exploration and development activities.

7.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	EazyOz (or its nominee(s)). The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	Up to 21,875,000 Union Jack Milestone Shares will be issued to EazyOz (or its nominee(s)), comprising: (a) up to 6,250,000 Union Jack Milestone Shares in satisfaction of the First Union Jack Milestone Payment (the subject of Resolution 7); (b) up to 6,250,000 Union Jack Milestone Shares in satisfaction of the Second Union Jack Milestone Payment (the subject of Resolution 8); and

REQUIRED INFORMATION	DETAILS
	(c) up to 9,375,000 Union Jack Milestone Shares in satisfaction of the Third Union Jack Milestone Payment (the subject of Resolution 9).
Terms of Securities	The Union Jack Milestone Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Union Jack Milestone Shares will be issued only if and when the relevant milestone is achieved, and within 30 Business Days after the later of the date on which the relevant Mineral Resource is defined (and, if applicable, announced to ASX) and the date on which MHS receives a tax invoice from EazyOz. ASX has granted the Company a waiver of Listing Rule 7.3.4 to permit the Union Jack Milestone Shares to be issued more than three months after the date of the Meeting and at any time up to the fifth anniversary of the Meeting (see Section 5.4). The Company will not issue any Union Jack Milestone Shares after that date.
Price or other consideration the Company will receive for the Securities	The Union Jack Milestone Shares will be issued in satisfaction of up to 75% of the relevant Union Jack Milestone Payment at an issue price equal to the higher of the 5-day VWAP of Shares ending on the day before the relevant milestone is announced to ASX and a floor price of $0.24 per Share. No cash will be received for the issue.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations to make the Union Jack Milestone Payments under the Union Jack Agreement.
Summary of material terms of agreement to issue	The Union Jack Milestone Shares are being issued under the Union Jack Agreement, a summary of the material terms of which is set out in Schedule 1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

8. BACKGROUND TO RESOLUTIONS 10 AND 11 – ACQUISITION OF IRON MAIDEN PROJECT

8.1 Norseman Term Sheet

On 12 November 2026, the Company announced that it had entered into a binding term sheet with the Sellers and Mineral Mining Services Pty Ltd (ACN 664 959 906) (**MMS**) under which the Company agreed to acquire all of the issued shares in Boomerang Mining Capital Pty Ltd (ACN 698 914 082) (**Boomerang**) (**Norseman Term Sheet**).

Boomerang has acquired the tenements comprising the Iron Maiden Gold Project, located approximately 5 km south of Norseman, Western Australia (**Iron Maiden Project**), from Accent Resources NL (ACN 113 025 808) (**Accent**) under a tenement sale agreement dated on or around 3 July 2026 (**Accent Tenement Sale Agreement**).

Under the Norseman Term Sheet, the consideration payable to the Sellers for the shares in Boomerang is:

(a) initial consideration of $1,000,000 in cash, comprising a deposit of $100,000 payable within 7 days after execution of the Norseman Term Sheet and $900,000 payable at Completion;

(b) further payments of up to $2,000,000 in aggregate if specified Mineral Resource milestones are achieved on the Iron Maiden Project, payable in cash, Shares or a combination of both (the issue of any Shares being the subject of Resolutions 10 and 11), as set out in Section 8.2 below (**Norseman Milestone Payments**).

The maximum aggregate consideration payable under the Norseman Term Sheet is $3,000,000. At Completion, the Company must also repay in cash the loan funds advanced to Boomerang by a third party lender to fund settlement under the Accent Tenement Sale Agreement (not exceeding $3,000,000) and Boomerang's tenement costs (including duty, rents and registration costs), together with interest at 12% per annum.

A summary of the material terms of the Norseman Term Sheet is set out in Schedule 2.

Completion of the Company's acquisition of Boomerang (**Completion**) is conditional on Company completing due diligence on Boomerang, the Accent Tenement Sale Agreement and the Iron Maiden Project with results satisfactory to it within 30 days after the date of the Norseman Term Sheet, and Accent executing a deed of guarantee and consent under which Accent consents to the sale of Boomerang and the Company guarantees Boomerang's deferred consideration obligations to Accent. As at the date of this Notice, Completion has not occurred.

Completion is not conditional on Shareholder approval. However, the issue of Shares in satisfaction of the Norseman Milestone Payments referred to in Section 8.1 is subject to Shareholder approval, which is sought under Resolutions 10 and 11.

8.2 Norseman Milestone Payments

As referred to in Section 8.1(b) above, under the Norseman Term Sheet, the Company must make the following further payments to the Sellers if a JORC Code compliant Mineral Resource of any category, at a 0.5 g/t gold cut-off, is defined within the Iron Maiden Project tenements by Boomerang (or its successor in title), including the existing mineral resource estimate for the Iron Maiden Project reported in 2004:

(a) $1,000,000 on definition of a Mineral Resource of 150,000 oz or more of gold (**First Norseman Milestone Payment**); and

(b) a further $1,000,000 on definition of a Mineral Resource of 300,000 oz or more of gold (**Second Norseman Milestone Payment**).

The milestones are cumulative, so that if a Mineral Resource of 300,000 oz or more is first defined, the First Norseman Milestone Payment and Second Norseman Milestone Payment are payable together.

There is no time limit on the milestones, so a Norseman Milestone Payment becomes payable whenever the relevant Mineral Resource is defined. However, Norseman Milestone Shares may only be issued up to the fifth anniversary of the Meeting (see Section 8.3), and any Norseman Milestone Payment which becomes payable after that date must be paid in cash.

Each Norseman Milestone Payment may be satisfied in cash, in Shares (Norseman Milestone Shares) or a combination of both, as agreed between the Company and the Sellers, provided that the Share component may not exceed 75% of the Norseman Milestone Payment. If the Company and the Sellers do not agree the split within 10 Business Days after the date on which the Company announces to ASX, or notifies the Sellers of, the achievement of the relevant milestone (**Norseman Milestone Date**), the Norseman Milestone Payment is satisfied 50% in cash and 50% in Norseman Milestone Shares.

The issue price of the Norseman Milestone Shares will be the higher of the 5-day VWAP of Shares ending on the day before the relevant milestone is announced to ASX and a floor price of $0.24 per Share (**Norseman Floor Price**). The Company may issue an aggregate of up to 6,250,000 Norseman Milestone Shares (being the maximum number issuable at the Norseman Floor Price), comprising:

(a) up to 3,125,000 Norseman Milestone Shares in satisfaction of the First Norseman Milestone Payment (the subject of Resolution 10); and

(b) up to 3,125,000 Norseman Milestone Shares in satisfaction of the Second Norseman Milestone Payment (the subject of Resolution 11).

Any shortfall resulting from the Norseman Floor Price or the above caps is payable to the Sellers in cash. Norseman Milestone Shares will be issued to the Sellers (or their respective nominee(s)) in equal proportions.

8.3 ASX Waiver of Listing Rule 7.3.4

Listing Rule 7.3.4 requires that a notice of meeting seeking approval under Listing Rule 7.1 state that the securities will be issued no later than 3 months after the date of the meeting (or such later date as may be permitted by an ASX waiver).

The Norseman Milestone Shares will only be issued if and when the relevant milestone is achieved, which may occur more than 3 months after the Meeting. On 4 November 2026, ASX granted the Company a waiver of Listing Rule 7.3.4 to the extent necessary to permit the Norseman Milestone Shares to be issued at any time up to the fifth anniversary of the Meeting, on the following conditions:

(a) the Norseman Milestone Shares are issued on achievement of the relevant milestone, and in any event no later than 5 years after the date of the Meeting;

(b) the material terms of the Norseman Milestone Shares, including each of the milestones, are fully and clearly set out in this Notice;

(c) details of the potential dilutive effect of the Norseman Milestone Shares on the Company's capital structure are included in this Notice to ASX's satisfaction;

(d) the terms of the waiver are clearly disclosed in this Notice to ASX's satisfaction;

(e) if a milestone is achieved, the Company announces to the market the achievement of that milestone, the basis on which the Directors determined it was achieved and the number of Norseman Milestone Shares issued; and

(f) for any annual reporting period in which any Norseman Milestone Shares are issued or remain to be issued, the Company's annual report sets out the number issued in that period, the number that remain to be issued and the basis on which they may be issued.

The Company sought the waiver because the Norseman Milestone Shares are deferred consideration for the Iron Maiden Project acquisition and their issue depends on the definition of a Mineral Resource within the Iron Maiden Project tenements, which requires drilling and resource estimation over several years. Without the waiver, the Company would be required to satisfy the Norseman Milestone Payments wholly in cash, reducing the funds available for its exploration and development activities, or to hold a further general meeting as each milestone is achieved, which would be onerous and costly for the Company.

The effect of the waiver is that, if Resolutions 10 and 11 are passed, the Company may issue the Norseman Milestone Shares at any time up to the fifth anniversary of the Meeting if and when the relevant milestone is achieved, and the Shareholder approval will not lapse 3 months after the date of the Meeting. The maximum number of Norseman Milestone Shares that may be issued is fixed at 6,250,000 by the Norseman Floor Price and the caps set out in Section 8.2. Any Norseman Milestone Payment which becomes payable after the fifth anniversary of the Meeting must be paid in cash.

Dilution

Set out below is a worked example of the maximum number of Shares that may be issued under Resolutions 10 and 11, based on the Floor Price.

RESOLUTION	ISSUE PRICE	MAXIMUM NUMBER OF SHARES THAT MAY BE ISSUED	CURRENT SHARES ON ISSUE	SHARES ON ISSUE AFTER THE MAXIMUM NUMBER OF SHARES ARE ISSUED	DILUTION
10	$0.24	3,125,000	187,893,602	191,018,602	1.64%
11	$0.24	3,125,000	187,893,602	191,018,602	1.64%
Total		**6,250,000**	**187,893,602**	**194,143,602**	**3.22%**

Notes:

1. There are currently 187,893,602 Shares on issue as at the date of this Notice. This table assumes no Options are exercised, no convertible securities are converted and no other Shares are issued, other than the maximum number of Norseman Milestone Shares which may be issued under Resolutions 10 and 11.
2. If the 5-day VWAP is higher than the Norseman Floor Price, fewer Norseman Milestone Shares will be issued and the dilution will be lower.
3. If the maximum number of Union Jack Milestone Shares and Norseman Milestone Shares are issued (28,125,000 Shares in aggregate), existing Shareholders would be diluted by 13.02%.

9. RESOLUTIONS 10 AND 11 – APPROVAL TO ISSUE NORSEMAN MILESTONE SHARES TO THE SELLERS

9.1 General

A summary of the Norseman Term Sheet is set out in Section 8.1 above, and the Norseman Milestone Payments and the milestones to which they relate are set out in Section 8.2.

These Resolutions seek Shareholder approval for the purposes of Listing Rule 7.1 for the issue of up to 6,250,000 Norseman Milestone Shares to the Sellers (or their nominee(s)), in equal proportions, comprising:

(a) up to 3,125,000 Norseman Milestone Shares in satisfaction of the First Norseman Milestone Payment (the subject of Resolution 10); and

(b) up to 3,125,000 Norseman Milestone Shares in satisfaction of the Second Norseman Milestone Payment (the subject of Resolution 11).

The issue price of the Norseman Milestone Shares will be the higher of the 5-day VWAP of Shares ending on the day before the relevant milestone is announced to ASX and the Norseman Floor Price, being $0.24 per Share.

9.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 2.2 above.

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

9.3 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the Company will be able to proceed with the issue. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If these Resolutions are not passed, the Company will not issue the Norseman Milestone Shares and, under the terms of the Norseman Term Sheet, must satisfy the relevant Norseman Milestone Payments entirely in cash, reducing the funds available for the Company's exploration and development activities.

9.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	The Sellers (or their nominee(s)), in equal proportions. The Company confirms that no Material Persons will be issued more than 1% of the issued capital of the Company.
Number of Securities and class to be issued	Up to 6,250,000 Norseman Milestone Shares will be issued to the Sellers (or their nominee(s)) in equal proportions, comprising:

REQUIRED INFORMATION	DETAILS
	(a) up to 3,125,000 Norseman Milestone Shares in satisfaction of the First Norseman Milestone Payment (the subject of Resolution 10); and (b) up to 3,125,000 Norseman Milestone Shares in satisfaction of the Second Norseman Milestone Payment (the subject of Resolution 11).
Terms of Securities	The Norseman Milestone Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Norseman Milestone Shares will be issued only if and when the relevant milestone is achieved, and within 5 Business Days after the later of the Norseman Milestone Date and the date on which the split between cash and Shares is agreed or determined (see Section 8.2). ASX has granted the Company a waiver of Listing Rule 7.3.4 to permit the Norseman Milestone Shares to be issued more than three months after the date of the Meeting and at any time up to the fifth anniversary of the Meeting (see Section 8.3). The Company will not issue any Norseman Milestone Shares after that date.
Price or other consideration the Company will receive for the Securities	The Norseman Milestone Shares will be issued in satisfaction of up to 75% of the relevant Norseman Milestone Payment at an issue price equal to the higher of the 5-day VWAP of Shares ending on the day before the relevant milestone is announced to ASX and a floor price of $0.24 per Share. No cash will be received for the issue.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations to make the Norseman Milestone Payments under the Norseman Term Sheet.
Summary of material terms of agreement to issue	The Norseman Milestone Shares are being issued under the Norseman Term Sheet, a summary of the material terms of which is set out in Schedule 2.
Voting exclusion statement	A voting exclusion statement applies to each of these Resolutions.

10. RESOLUTIONS 12 AND 13 – APPROVAL TO ISSUE PERFORMANCE RIGHTS TO DIRECTORS

10.1 General

These Resolutions seek Shareholder approval for the purposes of Listing Rule 10.11 for the issue of an aggregate of 11,000,000 Performance Rights to Messrs Utley and English (or their nominee(s)) on the terms and conditions set out below.

The Performance Rights proposed to be issued under these Resolutions have the same vesting conditions and expiry date as the Class G, Class I and Class J Performance Rights approved at the Company's 2026 annual general meeting.

Further details in respect of the Performance Rights proposed to be issued to Messrs Utley and English (or their nominee(s)) are set out in the table below.

CLASS	QUANTUM	RECIPIENT	RESOLUTION	VESTING CONDITION	EXERCISE PRICE	EXPIRY DATE
G	2,000,000	John Utley	12	The Class G Performance Rights will vest upon the announcement of a JORC reported, Inferred and/or higher	Nil	The date that is 5 years from the date of issue of the Performance Rights.

CLASS	QUANTUM	RECIPIENT	RESOLUTION	VESTING CONDITION	EXERCISE PRICE	EXPIRY DATE
				category, Mineral Resource of at least 1,000,000 ounces at a minimum grade of 1.0 g/t Au.		
G	2,000,000	Mark English	13	The Class G Performance Rights will vest upon the announcement of a JORC reported, Inferred and/or higher category, Mineral Resource of at least 1,000,000 ounces at a minimum grade of 1.0 g/t Au.	Nil	The date that is 5 years from the date of issue of the Performance Rights.
I	1,500,000	John Utley	12	The Class I Performance Rights will vest upon the Company achieving a cumulative gold production of 125,000 ounces.	Nil	The date that is 5 years from the date of issue of the Performance Rights.
I	1,500,000	Mark English	13	The Class I Performance Rights will vest upon the Company achieving a cumulative gold production of 125,000 ounces.	Nil	The date that is 5 years from the date of issue of the Performance Rights.
J	2,000,000	John Utley	12	The Class J Performance Rights will vest upon the Company achieving a market capitalisation of $200,000,000.	Nil	The date that is 5 years from the date of issue of the Performance Rights.
J	2,000,000	Mark English	13	The Class J Performance Rights will vest upon the Company achieving a market capitalisation of $200,000,000.	Nil	The date that is 5 years from the date of issue of the Performance Rights.
Total	**11,000,000**					

10.2 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that for a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

(a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and

(b) give the benefit within 15 months following such approval,

unless the giving of the financial benefit falls within an exception set out in sections 210 to 216 of the Corporations Act.

The issue constitutes giving a financial benefit and Messrs Utley and English are related parties of the Company by virtue of being Directors.

The Directors (other than Messrs Utley and English, who have a material personal interest in the Resolutions) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue because the agreement to issue the Performance Rights, reached as part of the remuneration package for Messrs Utley and English, is considered reasonable remuneration in the circumstances and was negotiated on an arm's length basis.

10.3 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

10.11.1 a related party;

10.11.2 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (30%+) holder in the company;

10.11.3 a person who is, or was at any time in the 6 months before the issue or agreement, a substantial (10%+) holder in the company and who has

nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;

10.11.4 an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3; or

10.11.5 a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

The issue falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

10.4 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the Company will be able to proceed with the issue within one month after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.11), the issue will not use up any of the Company's 15% annual placement capacity.

If these Resolutions are not passed, the Company will not be able to proceed with the issue. As a result, the Company will need to evaluate other methods to remunerate and incentivise Messrs Utley and English, and provide a performance linked incentive component to the remuneration packages of the Directors, which may involve the Company needing to utilise its cash reserves.

10.5 Technical Information required by Listing Rule 10.13

REQUIRED INFORMATION	DETAILS
Name of the person to whom Securities will be issued	Mr John Utley (Resolution 12) and Mr Mark English (Resolution 13) (or their nominee(s)).
Categorisation under Listing Rule 10.11	The recipients fall within the category set out in Listing Rule 10.11.1 as they are related parties of the Company by virtue of being Directors. Any nominee(s) of the recipients who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.11.4.
Number of Securities and class to be issued	11,000,000 Performance Rights will be issued on the following basis: (a) Mr John Utley will receive an aggregate of 5,500,000 Performance Rights comprising: (i) 2,000,000 Class G Performance Rights (Resolution 12); (ii) 1,500,000 Class I Performance Rights (Resolution 12); and (iii) 2,000,000 Class J Performance Rights (Resolution 12); and (b) Mr Mark English will receive an aggregate of 5,500,000 Performance Rights comprising: (i) 2,000,000 Class G Performance Rights (Resolution 13); (ii) 1,500,000 Class I Performance Rights (Resolution 13); and (iii) 2,000,000 Class J Performance Rights (Resolution 13).

REQUIRED INFORMATION	DETAILS
Terms of Securities	The Performance Rights will be issued on the terms and conditions set out in Schedule 3.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Securities within 5 Business Days of the Meeting. In any event, the Company will not issue any Securities later than one month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Performance Rights will be issued at a nil issue price.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to provide a performance linked incentive component in the remuneration package for Messrs Utley and English to motivate and reward their performance as Directors and to provide cost effective remuneration to them, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to Messrs Utley and English.
Remuneration package	The current total remuneration package for Mr Utley is $1,600,000, comprising a salary (inclusive of superannuation) of $410,000 and share-based payments of $1,190,000. If Resolution 12 is passed and Mr Utley's Performance Rights are issued, his total remuneration package will increase by $1,130,300 to $2,730,300, being the value of the Performance Rights (based on a trinomial valuation model), comprising: (a) 2,000,000 Class G Performance Rights valued at $0.235 each ($470,000); (b) 1,500,000 Class I Performance Rights valued at $0.235 each ($352,500); and (c) 2,000,000 Class J Performance Rights valued at $0.1539 each ($307,800). The current total remuneration package for Mr English is $1,640,000, comprising a salary (inclusive of superannuation) of $450,000 and share-based payments of $1,190,000. If Resolution 13 is passed and Mr English's Performance Rights are issued, his total remuneration package will increase by $1,130,300 to $2,770,300, being the value of the Performance Rights (based on a trinomial valuation model), comprising: (a) 2,000,000 Class G Performance Rights valued at $0.235 each ($470,000); (b) 1,500,000 Class I Performance Rights valued at $0.235 each ($352,500); and (c) 2,000,000 Class J Performance Rights valued at $0.1539 each ($307,800).
Voting exclusion statement	A voting exclusion statement applies to this Resolution.
Voting prohibition statement	A voting prohibition statement applies to this Resolution.

GLOSSARY

$ means Australian dollars.

Accent and **Accent Tenement Sale Agreement** have the meanings given to those terms in Section 8.1.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

Board means the current board of directors of the Company.

Boomerang has the meaning given to that term in Section 8.1.

Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.

Chair means the chair of the Meeting.

Closely Related Party of a member of the Key Management Personnel means:

(a) a spouse or child of the member;

(b) a child of the member's spouse;

(c) a dependent of the member or the member's spouse;

(d) anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;

(e) a company the member controls; or

(f) a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

Company means Auric Mining Limited (ACN 635 470 843).

Completion has the meaning given to that term in Section 8.1.

Consideration Shares has the meaning given to that term in Section 5.2.

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Director Participants has the meaning given to that term in Section 1.1.

EazyOz means EazyOz Resources Pty Ltd (ACN 133 890 678).

Eligible Entity means an entity which is not included in the S&P/ASX 300 Index and has a market capitalisation of $300,000,000 or less.

Equity Securities includes a Share, a right to a Share or Option, an Option, a convertible security and any security that ASX decides to classify as an Equity Security.

Explanatory Statement means the explanatory statement accompanying the Notice.

First Norseman Milestone Payment has the meaning given to that term in Section 8.2.

First Union Jack Milestone Payment has the meaning given in Section 5.3.

Floor Price has the meaning given in Section 5.3.

JORC Code means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition).

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.

Lead Manager Mandate has the meaning given in Section 1.2.

Lead Managers means Canaccord Genuity (Australia) Limited (ACN 075 071 466), Taylor Collison Limited (ACN 008 172 450) and MA Moelis Australia Advisory Pty Ltd (ABN 72 142 008 446).

Listing Rules means the Listing Rules of ASX.

Material Person means a related party of the Company, member of the Key Management Personnel, substantial holder of the Company, adviser of the Company or associate of any of these parties.

Meeting means the meeting convened by the Notice.

Mineral Resource has the meaning given in the JORC Code.

Norseman Floor Price has the meaning given to that term in Section 8.2.

Norseman Milestone Date has the meaning given to that term in Section 8.2.

Notice means this notice of meeting including the Explanatory Statement and the Proxy Form.

Option means an option to acquire a Share.

Participation has the meaning given to that term in Section 4.1.

Performance Right means a right to acquire a Share subject to satisfaction of performance milestones.

Placement has the meaning given to that term in Section 1.1.

Placement Shares has the meaning given to that term in Section 1.1.

Proxy Form means the proxy form accompanying the Notice.

Resolutions means the resolutions set out in the Notice, or any one of them, as the context requires.

Second Norseman Milestone Payment has the meaning given to that term in Section 8.2.

Second Union Jack Milestone Payment has the meaning given to that term in Section 5.3.

Section means a section of the Explanatory Statement.

Security means a Share, Option or Performance Right (as applicable).

Sellers means Broom Family Holding Co Pty Ltd (ACN 698 028 992) and Fiftyone Capital Pty Ltd (ACN 651 230 232).

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

Settlement has the meaning given in Section 5.1.

Shareholder means a registered holder of a Share.

Third Union Jack Milestone Payment has the meaning given to that term in Section 5.3.

Tranche 1 and **Tranche 2** have the meanings given to those terms in Section 1.1.

Union Jack Acquisition and **Union Jack Agreement** have the meanings given to that term in Section 5.1.

Union Jack Milestone Payments has the meaning given to that term in Section 5.3.

Union Jack Milestone Shares has the meaning given to that term in Section 5.3.

Union Jack Tenement has the meaning given in Section 5.1.

Unrelated Placement Participants has the meaning given in Section 1.1.

VWAP means the volume weighted average price of Shares traded on ASX over the relevant number of trading days specified in this Notice.

WST means Western Standard Time as observed in Perth, Western Australia.

SCHEDULE 1 – UNION JACK AGREEMENT

Parties	EazyOz as vendor, MHS as purchaser and the Company as guarantor of MHS and issuer of the Consideration Shares and the Union Jack Milestone Shares.
Sale	EazyOz agreed to sell, and MHS agreed to purchase, the Union Jack Tenement and the related mining information, free from encumbrances (other than permitted encumbrances). The Union Jack Agreement replaced the binding letter agreement between the parties dated 5 September 2026.
Cash consideration	A deposit of $100,000 (plus GST), paid by MHS on 7 September 2026 and released to EazyOz at Settlement, and cash consideration of $6,400,000 (plus GST) paid by MHS at Settlement.
Consideration Shares	12,500,000 Shares at a deemed issue price of $0.24 per Share ($3,000,000), with GST payable in cash. The issue of the Consideration Shares is the subject of Resolution 6. The issue is conditional on Shareholder approval under Listing Rule 7.1. If Shareholder approval is not obtained, or the Meeting is not held by that date, MHS must instead pay EazyOz $3,000,000 (plus GST) in cash within 10 Business Days.
Union Jack Milestone Payments	MHS must make the following further payments (plus GST, payable in cash) to EazyOz if a Mineral Resource of any category, at a 0.5 g/t gold cut-off, is defined on the Union Jack Tenement by or on behalf of MHS or the Company: (a) $2,000,000 on the First Union Jack Milestone Payment (125,000 oz or more of gold); (b) a further $2,000,000 on the Second Union Jack Milestone Payment (150,000 oz or more of gold); and (c) a further $3,000,000 on the Third Union Jack Milestone Payment (200,000 oz or more of gold). The milestones are cumulative, so more than one Union Jack Milestone Payment may become payable at the same time. Each Union Jack Milestone Payment is payable within 30 Business Days after the later of the Mineral Resource being defined (and, if applicable, announced to ASX) and MHS receiving a tax invoice.
Union Jack Milestone Shares	Each Union Jack Milestone Payment may be satisfied in cash, in Union Jack Milestone Shares or a combination of both as agreed between MHS and EazyOz, with the Share component not to exceed 75%. If the split is not agreed within 10 Business Days, the Union Jack Milestone Payment is satisfied 50% in cash and 50% in Union Jack Milestone Shares. The number of Union Jack Milestone Shares is the Share component divided by the higher of the 5-day VWAP ending on the day before the milestone announcement and the Floor Price, capped at 21,875,000 Union Jack Milestone Shares in aggregate, with any shortfall paid in cash. A Union Jack Milestone Payment must be paid entirely in cash if: (a) the Company is not listed on ASX; (b) its Shares are suspended; (c) the Company is not permitted to issue the Union Jack Milestone Shares; (d) Shareholder approval has not been obtained or is no longer effective; or

	(e) the Union Jack Milestone Payment falls due after the fifth anniversary of the Meeting. The Company must seek Shareholder approval at the Meeting and apply to ASX for a waiver of Listing Rule 7.3.4 (see Section 5.4). If Shareholder approval or the waiver is not obtained, the Company may (but is not obliged to) seek Shareholder approval at a later general meeting, failing which the relevant Union Jack Milestone Payment must be paid in cash.
Royalty	MHS granted EazyOz a 1.0% gross revenue royalty on gold produced from the Union Jack Tenement under a royalty deed entered into at Settlement.
Warranties and liability	EazyOz gave warranties customary for a transaction of this nature regarding its title to, and the standing of, the Union Jack Tenement and the mining information.

SCHEDULE 2 – NORSEMAN TERM SHEET

Parties	The Sellers, MMS (as guarantor of Boomerang's obligations under the Accent Tenement Sale Agreement) and the Company as buyer.
Sale	The Sellers agreed to sell, and the Company agreed to buy, all of the issued shares in Boomerang free from encumbrances. The Norseman Term Sheet is binding and no separate share sale agreement will be entered into.
Conditions	Completion is conditional on: (a) the Company completing due diligence on Boomerang, the Accent Tenement Sale Agreement and the Iron Maiden Project with results satisfactory to it within 30 days after the date of the Norseman Term Sheet; and (b) Accent executing a deed of guarantee and consent under which the Company guarantees Boomerang's deferred consideration obligations to Accent and Accent consents to the sale. Both conditions are for the benefit of the Company and may be waived only by the Company. If the conditions are not satisfied by 31 December 2026 (or a later date agreed in writing), any party may terminate the Norseman Term Sheet.
Consideration	The consideration payable by the Company to the Sellers for the shares in Boomerang is: (a) initial consideration of $1,000,000 in cash, comprising a deposit of $100,000 (paid within 7 days after execution and held in trust pending Completion) and $900,000 payable at Completion; and (b) the Norseman Milestone Payments of up to $2,000,000 in aggregate, described below. The maximum aggregate consideration is $3,000,000, excluding the repayment of the loan funds described below. All amounts are payable severally to the Sellers in equal proportions.
Norseman Milestone Payments	The Company must make the following further payments to the Sellers if a JORC Code compliant Mineral Resource of any category, at a 0.5 g/t gold cut-off, is defined within the Iron Maiden Project tenements, including the existing mineral resource estimate reported in 2004: (a) $1,000,000 (First Norseman Milestone Payment) on definition of a Mineral Resource of 150,000 oz or more of gold; and (b) a further $1,000,000 (Second Norseman Milestone Payment) on definition of a Mineral Resource of 300,000 oz or more of gold. The milestones are cumulative, so both Norseman Milestone Payments may become payable at the same time. Each Norseman Milestone Payment is payable severally to the Sellers in equal proportions within 14 days after the Norseman Milestone Date or, where any part is to be satisfied in Norseman Milestone Shares, within 5 Business Days after the later of the Norseman Milestone Date and the date the split between cash and Shares is agreed or determined. The Company must announce each milestone on ASX or notify the Sellers with a supporting Competent Person's report.
Norseman Milestone Shares	Each Norseman Milestone Payment may be satisfied in cash, in Norseman Milestone Shares or a combination of both as agreed between the Company and the Sellers, with the Share component not to exceed 75%. If the split is not agreed within 10 Business Days, the Norseman Milestone Payment is satisfied 50% in cash and 50% in Norseman Milestone Shares. The number of Norseman Milestone Shares is the Share component divided by the higher of the 5-day VWAP ending on the day before the Norseman Milestone Date and the Norseman Floor Price, capped at 6,250,000

	Norseman Milestone Shares in aggregate, with any shortfall paid in cash. A Norseman Milestone Payment must be paid entirely in cash if: (a) the Company is not listed on ASX; (b) its Shares are suspended; (c) the Company is not permitted to issue the Norseman Milestone Shares; (d) Shareholder approval has not been obtained or is no longer effective; or (e) the Norseman Milestone Payment falls due after the fifth anniversary of the Meeting. The Company must seek Shareholder approval at the Meeting and comply with the conditions of the waiver of Listing Rule 7.3.4 granted by ASX (see Section 8.3). If Shareholder approval is not obtained, the Company may (but is not obliged to) seek Shareholder approval at a later general meeting held before the relevant Norseman Milestone Payment becomes payable, failing which the relevant Norseman Milestone Payment must be paid in cash.
Repayment of loan funds	At Completion the Company must repay in cash the loan funds advanced to Boomerang by a third party lender to fund settlement under the Accent Tenement Sale Agreement (not exceeding $3,000,000) and Boomerang's tenement costs (including duty, rents and registration costs), together with interest at 12% per annum, against a release of Boomerang from those amounts.
Mining contract right of first refusal	For so long as the Company controls Boomerang, before Boomerang enters into a mining contract for the Iron Maiden Project with a party other than MMS, it must offer the contract to MMS on the same terms. MMS has 28 days to accept, failing which Boomerang may contract with the third party within 90 days on terms no more favourable to that party.
Warranties	Each Seller gave warranties, severally and in respect of itself only, customary for a transaction of this nature, including as to its title to its shares in Boomerang, Boomerang not having traded or incurred liabilities other than the permitted liabilities described above and, at Completion, Boomerang's title to and the good standing of the Iron Maiden Project tenements. Each Seller's liability is capped at its proportion of the consideration and loan funds repaid by the Company (subject to customary exceptions).

SCHEDULE 3 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

<table>
<tr><td>1.</td><td>Entitlement</td><td>Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right.</td></tr>
<tr><td>2.</td><td>Consideration</td><td>The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.</td></tr>
<tr><td>3.</td><td>Vesting Conditions</td><td>The Performance Rights shall vest as follows:<table><tr><th>Class</th><th>Vesting Conditions</th></tr><tr><td>G</td><td>The Class G Performance Rights will vest upon the announcement of a JORC reported, Inferred and/or higher category, Mineral Resource of at least 1,000,000 ounces at a minimum grade of 1.0 g/t Au.</td></tr><tr><td>I</td><td>The Class I Performance Rights will vest upon the Company achieving a cumulative gold production of 125,000 ounces.</td></tr><tr><td>J</td><td>The Class J Performance Rights will vest upon the Company achieving a market capitalisation of $200,000,000.</td></tr></table>each, a Vesting Condition.</td></tr>
<tr><td>4.</td><td>Expiry Date</td><td>Each Performance Right will expire at 5:00pm (WST) on the date that is five (5) years from the date of issue (Expiry Date).

For the avoidance of doubt, any unconverted Performance Rights will automatically lapse on the Expiry Date.</td></tr>
<tr><td>5.</td><td>Notice of vesting</td><td>The Company shall notify the holder in writing when the relevant Vesting Condition has been satisfied.</td></tr>
<tr><td>6.</td><td>Quotation of Performance Rights</td><td>The Performance Rights will not be quoted on ASX.</td></tr>
<tr><td>7.</td><td>Conversion</td><td>Upon vesting, each Performance Right will, at the election of the holder, convert into one Share.</td></tr>
<tr><td>8.</td><td>Timing of issue of Shares on conversion</td><td>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 exercise of the Performance Rights.

If a notice delivered under 8(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.</td></tr>
</table>

9.	**Shares issued on exercise**	Shares issued on exercise of the Performance Rights rank equally with the then issued shares of the Company.
10.	**Change of Control**	Upon: (a) a bona fide takeover bid under Chapter 6 of the Corporations Act having been made in respect of the Company and: (i) having received acceptances for not less than 50.1% of the Company's Shares on issue; and (ii) having been declared unconditional by the bidder; or (b) a court granting orders approving a compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies, or the Board determining that such an event is likely to occur, then, to the extent Performance Rights have not converted into Shares due to satisfaction of the relevant Vesting Conditions, Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.
11.	**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.
12.	**Adjustment for bonus issue**	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.
13.	**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.
14.	**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.
15.	**Deferral of conversion if resulting in a prohibited acquisition of Shares**	If the conversion of a Performance Right 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 (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.
16.	**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.
17.	**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.
18.	**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.
19.	**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.
20.	**Restrictions on dealing with Performance Rights**	A Performance Right may not be transferred other than by force of law on death or total and permanent disablement of the holder.
21.	**Taxation Considerations**	Subdivision 83A-C of the Income Tax Assessment Act 1997, which enables tax deferral, is intended to apply to the Performance Rights (subject to the conditions in that Act).

auricmining

AURIC MINING LIMITED
ABN 29 635 470 843

Need assistance?

Phone:
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+61 3 9415 4000 (outside Australia)

Online:
www.investorcentre.com/contact

AWJ
MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00am (AWST) on Saturday, 12 December 2026.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders 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 form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative
If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form: XX

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is

Control Number: 999999
SRN/HIN: I9999999999
PIN: 99999

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia

PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

MR SAM SAMPLE
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with '**X**') should advise your broker of any changes.

I 9999999999 I N D

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

XX

I/We being a member/s of Auric Mining Limited hereby appoint

☐ **the Chair of the Meeting** **OR** _____

PLEASE NOTE: Leave this box blank if you have selected the Chair of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Auric Mining Limited to be held at Steinepreis Paganin Level 14, QV1 Building, 250 St Georges Terrace, Perth WA 6000 on Monday, 14 December 2026 at 11:00am (AWST) and at any adjournment or postponement of that meeting.

Chair authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chair of the Meeting as my/our proxy (or the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 12 and 13 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 12 and 13 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chair.

Important Note: If the Chair of the Meeting is (or becomes) your proxy you can direct the Chair to vote for or against or abstain from voting on Resolutions 12 and 13 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
1	Ratification of Prior Issue of Tranche 1 Placement Shares under Listing Rule 7.1	☐	☐	☐
2	Ratification of Prior Issue of Tranche 1 Placement Shares under Listing Rule 7.1A	☐	☐	☐
3	Approval to Issue Tranche 2 Placement Shares	☐	☐	☐
4	Approval for Director Participation in Placement – Mr Gareth Solly	☐	☐	☐
5	Approval for Director Participation in Placement – Mr John Utley	☐	☐	☐
6	Approval to Issue Consideration Shares	☐	☐	☐
7	Approval to Issue First Union Jack Milestone Shares	☐	☐	☐
8	Approval to Issue Second Union Jack Milestone Shares	☐	☐	☐
9	Approval to Issue Third Union Jack Milestone Shares	☐	☐	☐
10	Approval to Issue First Norseman Milestone Shares	☐	☐	☐
11	Approval to Issue Second Norseman Milestone Shares	☐	☐	☐
12	Approval to Issue Performance Rights to Director – Mr John Utley	☐	☐	☐
13	Approval to Issue Performance Rights to Director – Mr Mark English	☐	☐	☐

The Chair of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chair of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s)

This section must be completed.

Individual or Securityholder 1	**Securityholder 2**	**Securityholder 3**	
			/ /
Sole Director & Sole Company Secretary	**Director**	**Director/Company Secretary**	**Date**

Update your communication details *(Optional)*

Mobile Number _____

Email Address _____

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

Computershare