



Cosmo Metals Limited

ACN 653 132 828

Notice of General Meeting and Explanatory Memorandum

Date of Meeting: Friday, 28 March 2025

Time of Meeting: 9.00am AWST

Place of Meeting: Level 2, 22 Mount Street, Perth WA 6000

This is an important document. Please read it carefully.

If you are unable to attend the Meeting, please complete the proxy form **enclosed** and return it in accordance with the instructions set out on that form.

In compliance with ASX guidelines, each Resolution will be decided by poll, based on proxy votes and by votes from Shareholders in attendance at the General Meeting. Shareholders are strongly encouraged to vote by lodging the proxy form attached to this Notice of Meeting in accordance with the instructions set out on that form by no later than 9.00am AWST on Wednesday, 26 March 2025.

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Notice of General Meeting

Notice is given that a General Meeting of shareholders of Cosmo Metals Limited ACN 653 132 828 (Company) will be held at **Level 2, 22 Mount Street, Perth WA 6000 on 28 March 2025 at 9.00am AWST.**

Agenda

1. Resolution 1: Approval for issue of 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 ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 30,000,000 Shares to Management Z Pty Ltd (or their nominee) for the purpose and on the terms and conditions set out in the Explanatory Statement.”

2. Resolution 2: Approval for issue of Tranche 1 - Performance 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 ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 30,000,000 Tranche 1 Performance Shares to Management Z Pty Ltd (or their nominee), for the purpose and on the terms and conditions set out in the Explanatory Statement.”

3. Resolution 3: Approval for issue of Tranche 2 - Performance 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 ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 66,666,667 Tranche 2 Performance Shares to Management Z Pty Ltd (or their nominee), for the purpose and on the terms and conditions set out in the Explanatory Statement.”

4. Resolution 4: Approval for issue of Facilitation Fee 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 ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 8,800,000 Facilitation Fee Shares to Jason Barnett (or his nominee), for the purpose and on the terms and conditions set out in the Explanatory Statement.”

5. Resolution 5: Approval for issue of CN Lead Manager Options

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

“That for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 5,000,000 CN Lead Manager Options to the Lead Managers and/or their respective nominee(s), on the terms and conditions set out in the Explanatory Statement.”

6. Resolution 6: Approval for issue of Lead Manager Options

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

“That for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 5,000,000 Lead Manager Options to the Joint Lead Managers and/or their respective nominee(s), on the terms and conditions set out in the Explanatory Statement.”

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7. Resolution 7: Approval for issue of Sub-underwriter Options

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

“That for the purposes of ASX Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 26,198,575 Sub-underwriter Options to the Sub-underwriters and/or their respective nominee(s), on the terms and conditions set out in the Explanatory Statement.”

8. Resolution 8: Appointment of Auditor

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

“That, pursuant to section 327B of the Corporations Act for all other purposes, Criterion Audit Pty Ltd, having been nominated by a Shareholder, being qualified and having given its consent in writing to act as auditor, be appointed as the auditor of the Company to hold office from the conclusion of this General Meeting until it resigns or is removed from the office of auditor of the Company.”

9. Resolution 9: Approval for grant of Performance Rights to Managing Director – Ian Prentice

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, Shareholders approve the grant of up to 13,000,000 Performance Rights, to Mr Ian Prentice (or his nominee), the Managing Director of the Company, in the manner and on the terms and conditions set out in the Explanatory Statement.”

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Voting Exclusion Statements

ASX voting exclusion statements

For the purposes of Listing Rule 14.11, the following voting exclusion statements apply to the Resolutions. The Company will disregard any votes cast in favour of the following Resolutions by or on behalf of the following persons who are 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 Shares), or an Associate of those persons:

Resolution	Excluded Parties
Resolutions 1, 2 and 3	Management Z Pty Ltd, or their nominee and any other person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of Shares).
Resolution 4	Jason Barnett, or his nominee and any other person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a holder of Shares).
Resolutions 5 and 6	Discovery Capital Partners Pty Ltd and Cumulus Wealth Pty Ltd, or any of their respective nominees who may be granted CN Lead Manager Options and Lead Manager Options respectively, and any other person who will obtain a material benefit as a result of the proposed issues (except a benefit solely by reason of being a holder of Shares).
Resolution 7	Sub-underwriters, being the persons to whom the Sub-underwriter Options are proposed to be issued, and any person who will obtain a material benefit as a result of the proposed issue of Sub-Underwriter Options (except a benefit solely by reason of being a Shareholder).
Resolution 9	Mr Ian Prentice, and his nominees and any other person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a Shareholder), or any associate of Mr Prentice.

However, the above restrictions do not apply to a vote cast in favour of the above Resolutions by:

1. the person as proxy or attorney for a person who is entitled to vote on a Resolution, in accordance with directions given to the proxy or attorney to vote on a Resolution in that way; or
2. the chair of the meeting as proxy or attorney for a person who is entitled to vote on a Resolution, in accordance with a direction given to the chair to vote on a Resolution as the chair decides; or
3. a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary providing the following conditions are met:
 - (a) 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 a Resolution; and
 - (b) the holder votes on a Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

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Notes

Terms used in this Notice of Meeting are defined in Section 11 of the accompanying Explanatory Memorandum.

A detailed summary of the Resolution(s) is contained within the Explanatory Memorandum.

The Resolution(s) at this Meeting will be voted on by poll and Shareholders who are entitled to vote may vote either prior to the Meeting by appointing a proxy or by poll during the Meeting.

By order of the Board

Melanie Ross
Company Secretary
26 February 2025

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Proxies and representatives

Shareholders are entitled to appoint a proxy to attend and vote on their behalf. Where a Shareholder is entitled to cast two or more votes at the meeting, they may appoint two proxies. Where more than one proxy is appointed, each proxy may be appointed to represent a specific proportion or number of votes the Shareholder may exercise. If the appointment does not specify the proportion or number of votes each proxy may exercise, each proxy may exercise half of the votes. The proxy may, but need not, be a Shareholder of the Company.

Shareholders who are a body corporate may appoint representatives to attend and vote at the meeting under section 250D of the Corporations Act. The proxy form must be signed by the Shareholder or his/her attorney duly authorised in writing or, if the Shareholder is a corporation, in a manner permitted by the Corporations Act.

The proxy form (and the power of attorney or other authority, if any, under which the proxy form is signed) or a copy or facsimile which appears on its face to be an authentic copy of the proxy form (and the power of attorney or other authority) must be deposited at, posted to, scanned and emailed or sent by facsimile transmission to the Company's share registry not less than 48 hours before the time for holding the meeting, or adjourned meeting as the case may be, at which the individual named in the proxy form proposes to vote.

If a representative of the corporation is to attend the meeting the appropriate "Certificate of Appointment of Corporate Representative" should be produced prior to admission. A form of the certificate may be obtained from the Company's share registry.

A proxy form is attached to this Notice.

Voting entitlement

For the purposes of determining voting entitlements at the Meeting, shares will be taken to be held by the persons who are registered as holding the shares at 5.00pm AWST on 26 March 2025.

Accordingly, transactions registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

Signing instructions

You must sign the proxy form as follows in the spaces provided:

Individual:	Where the holding is in one name, the holder must sign.
Joint Holding:	Where the holding is in more than one name, either holder may sign.
Power of Attorney:	To sign under Power of Attorney, 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 sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please indicate the office held by signing in the appropriate place.

Explanatory Memorandum

1. Introduction

This Explanatory Memorandum is provided to Shareholders of Cosmo Metals Limited ACN 653 132 828 (the **Company** or **Cosmo**) to explain the Resolutions to be put to Shareholders at the General Meeting to be held at Level 2, 22 Mount Street, Perth WA 6000 on 28 March 2025 commencing at 9.00am AWST.

The Directors recommend Shareholders read the accompanying Notice of Meeting and this Explanatory Memorandum in full before making any decision in relation to the resolutions.

Subject to the abstentions noted below, the Directors unanimously recommend that Shareholders vote in favour of all Resolutions. The Chair of the Meeting intends to vote all available undirected proxies in favour of each resolution.

Terms used in this Explanatory Memorandum are defined in Section 11.

2. Resolutions 1 - 3: Background to Newco Acquisition

2.1 Background - Newco Acquisition

On 12 February 2025, the Company announced it had entered into a binding heads of agreement (**Newco Heads of Agreement**) with Management Z Pty Ltd (**Man Z** or **Seller**) and PTR Resources Pty Ltd (**PTR**) to acquire 100% of the shares in a wholly owned subsidiary of Man Z (**Newco**), an entity that will hold the exploration licences comprising the Bingara and Nundle Projects (**Newco Acquisition**).

The Seller is not a related party of the Company nor a Shareholder in the Company.

Further information about the Newco Acquisition is set out in the Company's announcements to ASX released on 12 February 2025.

A summary of the material terms and conditions of the Newco Heads of Agreement is set out in Schedule 6.

2.2 Consideration for Newco Acquisition

In consideration for the acquisition of 100% of the Newco shares, the Company has agreed to issue (subject to obtaining shareholder approval), and pay to the Seller:

- (a) **(Completion Consideration)** At completion of the Newco Acquisition, the completion consideration comprising:
 - (i) \$250,000 payable in cash to the Seller; and
 - (ii) 30,000,000 Shares, being \$450,000 worth of Shares at a deemed issue price of \$0.015 per Share (**Consideration Shares**) (being the subject of Resolution 1);
- (b) **(Performance Shares)** At completion, 96,666,667 performance shares convertible to Shares on the satisfaction of certain conditions (**Performance Shares**). The Performance Shares are proposed to be granted in two tranches as follows:
 - (i) **Tranche 1:** 30,000,000 Performance Shares may vest and be converted to 30,000,000 Shares converted on renewal of the Nundle Project tenement and registration of the transfer of all Tenements to Newco under the Mining Act 1992 (NSW) (Mining Act), on or before 31 December 2025 (**Tranche 1 Performance Shares**) (being the subject of Resolution 2); and
 - (ii) **Tranche 2:** 66,666,667 Performance Shares may vest and be converted to 66,666,667 Shares if the Company commences exploration drilling on any of the Bingara and Nundle Projects on or before 31 December 2025 (**Tranche 2 Performance Shares**) (being the subject of Resolution 3); and

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- (c) **(Royalty)** the Company will grant to the Seller a 1.5% net smelter return royalty on production of all commodities extracted from the Tenements.

The Consideration Shares are subject to a voluntary escrow period of 6 months from the date of issue. If the Performance Shares convert, the resulting Shares will be subject to a voluntary escrow period of 12 months from the date of completion.

2.3 Resolutions

Resolution 1 is an ordinary resolution to approve the issue of 30,000,000 Consideration Shares to Man Z for the purpose of Listing Rule 7.1.

Resolution 2 is an ordinary resolution to approve the issue of 30,000,000 Tranche 1 Performance Shares to Man Z for the purpose of Listing Rule 7.1.

Resolution 3 is an ordinary resolution to approve the issue of 66,666,667 Tranche 2 Performance Shares to Man Z for the purpose of Listing Rule 7.1.

3. Resolution 1 - Approval for issue of Consideration Shares

3.1 General

As set out in Section 2, the Company has entered into the Newco Heads of Agreement for the acquisition of 100% of the shares in Newco.

As part consideration for the Newco Acquisition, the Company has agreed to issue to Man Z (the **Seller**), 30,000,000 Consideration Shares.

A summary of the material terms of the Newco Heads of Agreement is outlined in Schedule 6.

3.2 Resolution

Resolution 1 is an ordinary resolution to approve the issue of 30,000,000 Consideration Shares to the Seller (or its nominee) under the Newco Heads of Agreement, for the purpose of Listing Rule 7.1.

3.3 Regulatory requirements

Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without 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 period.

Listing Rule 7.1A

Listing Rule 7.1A provides that, in addition to the 15% placement capacity permitted without prior shareholder approval under Listing Rule 7.1 described above, an entity that is eligible and obtains shareholder approval under Listing Rule 7.1A may issue or agree to issue, during the period the approval is valid, a number of quoted Equity Securities which represents 10% of the number of fully paid ordinary securities on issue at the commencement of that 12-month period as adjusted in accordance with the formula in Listing Rule 7.1.

The Company obtained approval from its Shareholders to refresh its Listing Rule 7.1A capacity at its last annual general meeting held on 19 November 2024.

Listing Rule 7.2

The proposed issue of Consideration Shares the subject of this Resolution 1 does not fall within any of the exceptions set out in Listing Rule 7.2 and accordingly, requires the approval of Shareholders under Listing Rule 7.1

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3.4 Technical Information required by Listing Rule 14.1A

If Resolution 1 is passed, the Company will be able to proceed with the Newco Acquisition and the Consideration Shares 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 Resolution 1 is not passed, the Company will not be able to issue the Consideration Shares, it will not be able to proceed with the Newco Acquisition (not acquiring Newco and effective ownership of the Bingara and Nundle Projects) and the Company would forego \$50,000 cash already paid to the Seller under the terms of the Newco Heads of Agreement.

3.5 Listing Rules information requirements

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 1:

(a) **Names of persons to whom the Company will issue securities or the basis upon which those persons were or will be identified or selected**

The Consideration Shares are proposed to be issued to the Seller, being Management Z Pty Ltd (ACN 607 535 704). The Seller is not a Related Party of the Company.

(b) **The number and class of securities**

The Company proposes to issue 30,000,000 Consideration Shares, which are fully paid ordinary shares in the Company which will, from the time of issue, rank equally with all existing Shares on issue.

(c) **The date on which the securities will be issued**

The Company expects to issue the Consideration Shares at 'completion' of the Newco Acquisition (as that term will be defined in a formal share sale agreement between the Company and the Sellers).

In any event, the Company will not issue any Consideration Shares later than 3 months after the date of Shareholder approval pursuant to this Resolution 1 (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).

(d) **The price or consideration the entity has received or will receive for the issue**

The Consideration Shares are to be issued at a deemed issue price of \$0.015 per Consideration Share.

The Company will not raise any funds from the issue of the Consideration Shares.

(e) **The purpose of the issue, including use or intended use of the funds raised**

The Consideration Shares are to be issued as part consideration under the Newco Heads of Agreement and accordingly, no funds will be raised by the issue of the Consideration Shares.

(f) **The material terms of any agreement relating to the proposed issue of securities**

The Consideration Shares are proposed to be issued pursuant to the Newco Heads of Agreement, the material terms of which are summarised in Schedule 6.

(g) **Voting exclusion**

A voting exclusion statement for Resolution 1 is included at page 3 of this Notice.

3.6 Board recommendation

The Directors unanimously recommend that Shareholders vote in favour of Resolution 1 as it will allow the Company to proceed with the Newco Acquisition, and retain the flexibility to issue further

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Equity Securities representing up to 15% of the Company's share capital during the next 12 months.

4. Resolutions 2 and 3: Approval for issue of Performance Shares

4.1 Background

As noted in Section 2 above, the Company has entered into the Newco Heads of Agreement to acquire 100% interest in Newco and effective ownership of the Bingara and Nundle Projects.

As part consideration for entering into the Newco Heads of Agreement, in addition to the Consideration Shares the subject of Resolution 1, the Company has agreed to issue Man Z a total 96,666,667 Performance Shares in two tranches, comprising:

- (a) 30,000,000 Performance Shares (Tranche 1 Performance Shares, being the subject of Resolution 2); and
- (b) 66,666,667 Performance Shares (Tranche 2 Performance Shares, being the subject of Resolution 3).

4.2 Listing Rules requirements

An overview of Listing Rule 7.1 is set out in Section 3.3 above. The proposed issues of Performance Shares the subject of Resolutions 2 and 3 do not fall within any of the exceptions set out in Listing Rule 7.2 and accordingly, require the approval of Shareholders under Listing Rule 7.1.

4.3 Resolutions

Resolution 2 is an ordinary resolution to approve the issue of up to 30,000,000 Tranche 1 Performance Shares to Man Z for the purpose of Listing Rule 7.1.

Resolution 3 is an ordinary resolution to approve the issue of up to 66,666,667 Tranche 2 Performance Shares to Man Z for the purpose of Listing Rule 7.1.

Resolutions 2 and 3 are separate resolutions.

4.4 Technical information required by Listing Rule 14.1A

If either of Resolutions 2 or 3 are approved, the issue of the relevant Performance Shares 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.

However, if either of Resolutions 2 or 3 are not approved, the Company will not be able to issue the relevant Performance Shares to the Seller, and it will not be able to proceed with the Newco Acquisition under the Newco Heads of Agreement. Further the Company would forego \$50,000 cash already paid to the Seller under the terms of the Newco Heads of Agreement.

4.5 Listing Rule information requirements

The following information is provided in relation to Resolutions 2 and 3, as required by Listing Rule 7.3:

- (a) **Names of persons to whom the Company will issue securities or the basis upon which those persons were or will be identified or selected**

The Consideration Shares are proposed to be issued to the Seller, being Management Z Pty Ltd (ACN 607 535 704). The Seller is not a Related Party of the Company.

- (b) **Number and class of securities the Company will issue**

A total of 96,666,667 Performance Shares, comprising:

- (i) Resolution 2: up to 30,000,000 Tranche 1 Performance Shares; and

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- (ii) Resolution 3: up to 66,666,667 Tranche 2 Performance Shares.
- (c) **Summary of material terms of securities**
A summary of the terms of the Performance Shares is set out at Schedule 1.
- (d) **Date(s) on or by which the Company will issue the securities**
The Company expects to issue the Performance Shares at 'completion' of the Newco Acquisition (as that term will be defined in a formal share sale agreement between the Company and the Sellers).

In any event, the Company will not issue any Performance Shares later than 3 months after the date of Shareholder approval pursuant to Resolutions 2 and 3 (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
- (e) **Price or other consideration the Company will receive for the securities**
The Company will not raise any funds from the issue of the Performance Shares.
- (f) **Purpose of the issue and intended use of any funds raised**
The Performance Shares are to be issued as part consideration under the Newco Heads of Agreement and accordingly, no funds will be raised by the issue of the Performance Shares.
- (g) **Summary of material terms of agreement securities are being issued under**
A summary of the material terms of the Newco Heads of Agreement is outlined in Schedule 6.
- (h) **Voting exclusion statement**
Voting exclusion statements for Resolutions 2 and 3 are included in the Notice preceding this Explanatory Statement.

4.6 Directors' recommendation

The Directors unanimously recommend that Shareholders vote in favour of Resolutions 2 and 3 as it will allow the Company to proceed with the Newco Acquisition and retain the flexibility to issue further Equity Securities representing up to 15% of the Company's share capital during the next 12 months.

5. Resolutions 4: Approval for issue of Facilitation Fee Shares

5.1 General

The transaction the subject of the Newco Heads of Agreement was introduced to the Company by Jason Barnett. The Company and Mr Barnett reached an informal agreement for Mr Barnett to receive a facilitation fee of \$132,000 (plus GST) (**Facilitation Fee**), payable by the issue of 8,800,000 Shares (**Facilitation Fee Shares**) at a deemed issue price of \$0.015 per Facilitation Fee Share upon the Company completing the acquisition of Newco under the Newco Heads of Agreement and the cash payment of GST.

The issue of the Facilitation Fee Shares is subject to and conditional upon Shareholders approving the issue of the Facilitation Fee Shares under Resolution 4 and the issue of securities to acquire Newco under Resolutions 1 to 3.

The Facilitation Fee will not be payable (and therefore no Facilitation Fee Shares will be issuable) if Shareholders do not approve the issue of securities pursuant to Resolutions 1- 3.

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5.2 Regulatory requirements

Listing Rule 7.1 is summarised in Section 3.3 above. The proposed issue of the Facilitation Fee Shares the subject of Resolution 4 does not fall within any of the exceptions set out in Listing Rule 7.2 and accordingly requires approval of Shareholders under Listing Rule 7.1.

5.3 Resolution

Resolution 4 is an ordinary resolution to approve the issue of 8,800,000 Facilitation Fee Shares to Mr Jason Barnett for the purposes of Listing Rule 7.1.

5.4 Technical Information required by Listing Rule 14.1A

The issue of the Facilitation Fee Shares is subject to and conditional upon Shareholders approving:

- (a) the issue of the Facilitation Fee Shares under Resolution 4; and
- (b) the issue of securities to acquire Newco under Resolutions 1,2 and 3.

In the event Shareholders pass Resolutions 1, 2 and 3:

- (a) if Resolution 4 is passed, the Company will be able issue of the Facilitation Fee Shares, increasing the total numbers of Shares on issue. In addition, the Facilitation Fee Shares 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.
- (b) if Resolution 4 is not passed, the Company will not be able to issue the Facilitation Fee Shares without using its available issuing capacity under Listing Rule 7.1 and its additional issuing capacity under Listing Rule 7.1A. If Resolution 4 is not approved, and following the Meeting, the Company does not have sufficient issuing capacity to issue the Facilitation Fee Shares, it will not be able to proceed with the issue of the Facilitation Fee Shares and the Company will need to pay the Facilitation Fee in cash.

In the event Resolutions 1,2 and 3 are not passed, the Facilitation Fee will not be payable and Resolution 4 will be withdrawn.

5.5 Listing Rules information requirements

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 4:

- (a) **The names of the persons to whom the securities were issued or the basis on which those persons were determined**

The Facilitation Fee Shares are proposed to be issued to Jason Barnett (or his nominee). Jason Barnett is not a Related Party of the Company.

- (b) **The number and class of securities**

The Company proposes to issue 8,800,000 Facilitation Fee Shares, which are fully paid ordinary shares in the capital of the Company on the same terms and conditions as the Company's existing Shares and rank equally in all respects with the existing Shares.

- (c) **The date on which the securities will be issued**

The Company expects to issue the Facilitation Fee Shares at 'completion' of the Newco Acquisition.

In any event, the Company will not issue any Facilitation Fee Shares later than 3 months after the date of Shareholder approval pursuant to this Resolution 4 (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).

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(d) **The price or consideration the entity has received or will receive for the issue**

The Facilitation Fee Shares are being issued at a deemed issue price of \$0.015 per Facilitation Fee Share, to satisfy the \$132,000 Facilitation Fee.

(e) **The purpose of the issue, including use or intended use of the funds raised**

The Facilitation Fee Shares are to be issued as consideration for Mr Barnett introducing the Company to the subject of the Newco Acquisition. No funds will be raised by the issue of the Facilitation Fee Shares.

(f) **The material terms of any agreement relating to the proposed issue of securities**

The Facilitation Fee Shares were not issued pursuant to any formal agreement.

However, the Company and Mr Barnett reached an informal agreement that Mr Barnett will be entitled to an facilitation fee of \$132,000 payable by the issue of 8,800,000 Facilitation Fee Shares at a deemed issue price of \$0.015 per Facilitation Fee Share upon the Company completing the acquisition of Newco under the Newco Heads of Agreement, in recognition of Mr Barnett introducing the Company to parties involved in the Newco Heads of Agreement. A summary of the material terms of the Newco Heads of Agreement is outlined in Schedule 6.

(g) **Voting exclusion**

A voting exclusion statement for Resolution 4 is included at page 3 of this Notice.

5.6 Board recommendation

The Directors recommend that Shareholders vote in favour of Resolutions 4 as it will allow the Company to retain the flexibility to issue further Equity Securities representing up to 15% of the Company's share capital during the next 12 months.

6. Resolution 5: Approval for issue of CN Lead Manager Options

6.1 Background

On 28 October 2024, the Company announced it had engaged with Cumulus Wealth Pty Ltd (ACN 634 297 279) (AFSL 524 450) (**Cumulus**) and Discovery Capital Partners Pty Ltd (ACN 615 635 982) (AFSL 500223) (**Discovery**) (the **Joint Lead Managers**) for a capital raising of up to \$500,000 by way of a proposed issue of convertible notes, each with a face value of \$1.00 (**Convertible Notes**).

The Convertible Notes are convertible into ordinary shares (**Conversion Shares**) and options in the Company upon:

- (a) the occurrence a capital raising undertaken by the Company to raise a minimum of \$1,000,000 by a placement of Shares (**Capital Raising Event**); or
- (b) the date 6 months after the issue of the Convertible Notes (**Maturity Date**),

whichever occurs first.

Subscribers converting Convertible Notes are also entitled to one (1) free attaching option for every one (1) share issued upon conversion of the Convertible Notes (**Conversion Options**).

The Company obtained shareholder approval for the issue of the Convertible Notes at a general meeting held on 19 November 2024. The Company entered into a joint mandate with the Joint Lead Managers for the Convertible Note raise, the terms of which are summarised in Schedule 3 (**CN JLM Mandate**). Under the CN JLM Mandate, the Company agreed to issue 5,000,000 Options, on the same terms as the Conversion Options, to the Joint Lead Managers (or their nominee/s) in part consideration for services provided in relation to the Convertible Notes (the **CN Lead Manager Options**), as follows:

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- (a) 2,500,000 CN Lead Manager Options to be issued to Cumulus; and
- (b) 2,500,000 CN Lead Manager Options to be issued to Discovery.

The Company obtained Shareholder approval for the issue of CN Lead Manager Options (**Previous Approval**) at the General Meeting held on 20 December 2024 (**December Meeting**). Pursuant to the Previous Approval, the CN Lead Manager Options were to be issued no later than three (3) months after the date of the December Meeting, being 20 March 2025. The Company will not be able to issue the CN Lead Manager Options by 20 March 2025 (the Previous Approval period). Therefore, the Company is seeking re-approval of the issue of the CN Lead Manager Options from Shareholders.

Resolution 5 seeks Shareholder approval for the purposes of ASX Listing Rule 7.1 for the issue of the CN Lead Manager Options.

6.2 Regulatory Requirements

As summarised in Section 3.3 above, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The proposed issue of the CN Lead Manager Options does not fall within any of the exceptions set out in Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

6.3 Technical Information required by Listing Rule 14.1A

If Resolution 5 is passed, the Company will be able to proceed with the issue of the CN Lead Manager Options. In addition, the issue of the CN Lead Manager Options 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 Resolution 5 is not passed, the Company will not be able to proceed with the issue of the CN Lead Manager Options and consequently the Company will not potentially raise up to \$156,250 on any exercise of CN Lead Manager Options.

6.4 Listing Rules information requirements

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 5:

- (a) **The names of the persons to whom the securities were issued or the basis on which those persons were determined**

The CN Lead Manager Options will be issued to the Joint Lead Managers, Cumulus Wealth Pty Ltd and Discovery Capital Partners Pty Ltd.

- (b) **The number and class of securities**

5,000,000 CN Lead Manager Options are to be issued (2,500,000 to each of the Joint Lead Managers), being Options to subscribe for Shares in the Company.

- (c) **A summary of the material terms of the securities**

The material terms and conditions of the CN Lead Manager Options are set out in Schedule 2.

- (d) **The date on which the securities will be issued**

The CN Lead Manager Options will be issued no later than three (3) 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).

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(e) **The price or consideration the entity has received or will receive for the issue**

The CN Lead Manager Options will be issued at a nominal subscription price of \$0.00001 per Option, in consideration for the lead manager services provided by the Joint Lead Managers in relation to the Convertible Notes. The issue of the CN Lead Manager Options will raise a nominal amount of \$50.

(f) **The purpose of the issue, including use or intended use of the funds raised**

The purpose of the issue of the CN Lead Manager Options is to satisfy the Company's obligations under the CN JLM Mandate.

If all the CN Lead Manager Options are exercised prior to expiry, the Company will raise up to \$156,250 and anticipates it will use those funds for general working capital purposes.

(g) **The material terms of any agreement relating to the proposed issue of securities**

The CN Lead Manager Options are being issued to the Joint Lead Managers under the CN JLM Mandate. A summary of the material terms of the CN JLM Mandate is set out in Schedule 3.

(h) **Voting exclusion**

A voting exclusion statement for Resolution 5 is included at page 3 of this Notice.

6.5 Board recommendation

The Directors recommend that Shareholders vote in favour of Resolution 5.

7. Resolution 6: Approval for issue of Lead Manager Options

7.1 Background

As announced on 12 February 2025, the Company has successfully received binding commitments to undertake an underwritten non-renounceable four (4) for five (5) entitlements offer of approximately 104.8M Shares at the offer price of \$0.0150 to raise proceeds of ~\$1.57M from existing eligible retail shareholders (**Entitlement Offer**). Entitlement Offer participants will also receive one (1) free attaching option for every four (4) shares subscribed with an exercise price of \$0.030 and an expiry three (3) years from the date of issue (**Attaching Options**).

Any Shares not subscribed for under the Entitlement Offer will form the shortfall, and will be offered under a shortfall offer (**Shortfall Offer**).

The Company has engaged Discovery and Cumulus as joint lead managers to the Entitlement Offer pursuant to an offer management and underwriting agreement (**Offer Management and Underwriting Agreement**). Under the Offer Management and Underwriting Agreement, Discovery (**Underwriter**) has also agreed to fully underwrite the Entitlement Offer up to the underwritten amount of \$1,571,914.49 (**Underwritten Amount**).

The material terms of the Offer Management and Underwriting Agreement are summarised in Schedule 7.

7.2 General

Pursuant to the terms of the Offer Management and Underwriting Agreement, the Company has agreed to issue, subject to obtaining shareholder approval, up to 5,000,000 Options (exercisable at \$0.030, expiring three years from issue date) (**Lead Manager Options**) to the Joint Lead Managers (or their nominee/s) in part consideration for services provided in relation to the Entitlement Offer, as follows:

- (a) 2,500,000 Lead Manager Options to be issued to Discovery; and
- (b) 2,500,000 Lead Manager Options to be issued to Cumulus.

Explanatory Memorandum

Resolution 6 seeks Shareholder approval for the purposes of ASX Listing Rule 7.1 for the issue of the Lead Manager Options.

7.3 Regulatory Requirements

As summarised in Section 3.3 above, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The proposed issue of the Lead Manager Options does not fall within any of the exceptions set out in Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

7.4 Technical Information required by Listing Rule 14.1A

If Resolution 6 is passed, the Company will be able to proceed with the issue of the Lead Manager Options. In addition, the issue of the Lead Manager Options 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 Resolution 6 is not passed, the Company will not be able to proceed with the issue of the Lead Manager Options and consequently the Company will not potentially raise up to \$150,000 on any exercise of Lead Manager Options.

7.5 Listing Rules information requirements

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 6:

(a) **The names of the persons to whom the securities were issued or the basis on which those persons were determined**

The Lead Manager Options will be issued to the Joint Lead Managers, Discovery Capital Partners Pty Ltd and Cumulus Wealth Pty Ltd.

(b) **The number and class of securities**

5,000,000 Lead Manager Options are to be issued (2,500,000 Lead Manager Options to Discovery Capital and 2,500,000 Lead Manager Options to Cumulus), being Options to subscribe for Shares in the Company.

(c) **A summary of the material terms of the securities**

The material terms and conditions of the Lead Manager Options are set out in Schedule 4.

(d) **The date on which the securities will be issued**

The Lead Manager Options will be issued no later than three (3) 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).

(e) **The price or consideration the entity has received or will receive for the issue**

The Lead Manager Options will be issued at a nominal subscription price of \$0.00001 per Option, in consideration for the lead manager services provided by the Joint Lead Managers in relation to the Entitlement Offer. The issue of the Lead Manager Options will raise a nominal amount of \$50.

(f) **The purpose of the issue, including use or intended use of the funds raised**

The purpose of the issue of the Lead Manager Options is to satisfy the Company's obligations under the Offer Management and Underwriting Agreement for the Entitlement Offer.

If all the Lead Manager Options are exercised prior to expiry, the Company will raise up to \$150,000 and anticipates it will use those funds for general working capital purposes.

Explanatory Memorandum

(g) **The material terms of any agreement relating to the proposed issue of securities**

The Lead Manager Options are being issued to the Joint Lead Managers under the Offer Management and Underwriting Agreement for the Entitlement Offer. A summary of the material terms of the Offer Management and Underwriting Agreement is set out in Schedule 3.

(h) **Voting exclusion**

A voting exclusion statement for Resolution 6 is included at page 3 of this Notice.

7.6 Board recommendation

The Directors recommend that Shareholders vote in favour of Resolution 6.

8. Resolution 7: Approval for issue of Sub-underwriter Options

8.1 General

As set out in Section 5.1 above, the Company has engaged Discovery as underwriter to the Entitlement Offer under the Offer Management and Underwriting Agreement. Pursuant to the terms of the Offer Management and Underwriting Agreement, Discovery:

- (a) agrees to fully underwrite the Entitlement Offer up to the Underwritten Amount, an amount equivalent to approximately \$1,571,914, or 104,794,299 Shares; and
- (b) is entitled to appoint sub-underwriters (**Sub-underwriters**) to assist in sub-underwriting the Underwritten Amount.

Under the Offer Management and Underwriting Agreement, subject to shareholders approval, the Company has agreed to issue up to 26,198,575 Options (exercisable at \$0.030 expiring three year from the date of issue) to the Sub-underwriters (or their nominee/s) as consideration for services provided in relation to the Entitlement Offer (**Sub-underwriter Options**).

Resolution 7 seeks Shareholder approval for the purposes of ASX Listing Rule 7.1 for the issue of the Sub-underwriter Options.

8.2 Regulatory Requirements

As summarised in Section 3.3 above, Listing Rule 7.1 limits the amount of Equity Securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period.

The proposed issue of the Sub-underwriter Options does not fall within any of the exceptions set out in Listing Rule 7.2. It therefore requires the approval of Shareholders under Listing Rule 7.1.

8.3 Technical Information required by Listing Rule 14.1A

If Resolution 7 is passed, the Company will be able to proceed with the issue of the Sub-underwriter Options. In addition, the issue of the Sub-underwriter Options 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 Resolution 7 is not passed, the Company will not be able to proceed with the issue of the Sub-underwriter Options and consequently the Company will not potentially raise up to \$785,957 on any exercise of Sub-underwriting Options.

8.4 Listing Rules information requirements

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to Resolution 7:

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(a) **The names of the persons to whom the securities were issued or the basis on which those persons were determined**

The Sub-underwriter Options will be issued to the Sub-underwriters, being persons who entered into a sub-underwriting agreement with Discovery for the purposes of sub-underwriting the Underwritten Amount in relation to the Entitlement Offer.

The Company notes that the Underwriter has procured sub-underwriting commitments to the Shortfall to the Entitlement Offer from the following Directors (or their associated entities):

Director	Sub-underwriting commitment	Sub-underwritten Amount
Peter Bird	1,000,000 New Shares and 250,000 New Options.	\$15,000
Ian Prentice	3,333,333 New Shares and 833,333 New Options.	\$50,000
Ranko Matic	2,666,667 New Shares and 666,667 New Options.	\$40,000

For the avoidance of any doubt, the Directors (or their associated entities) who sub-underwrite the Shortfall to the Entitlement Offer are **not** eligible to participate in the Sub-underwriter Options offer and will not be granted any Sub-underwriter Options.

(b) **The number and class of securities**

Up to 26,198,575 Sub-underwriter Options are to be issued, being Options to subscribe for Shares in the Company.

(c) **A summary of the material terms of the securities**

The material terms and conditions of the Sub-underwriter Options are set out in Schedule 5.

(d) **The date on which the securities will be issued**

The Sub-underwriter Options will be issued no later than three (3) 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).

(e) **The price or consideration the entity has received or will receive for the issue**

The Sub-underwriter Options will be issued at a nil issue price pursuant to the terms of the Offer Management and Underwriting Agreement. The Company will not receive any other consideration for the issue of the Sub-underwriter Options (other than in respect of funds received on exercise of the of the Sub-underwriter Options).

(f) **The purpose of the issue, including use or intended use of the funds raised**

The purpose of the issue of the Sub-underwriter Options is to satisfy the Company's obligations under the Offer Management and Underwriting Agreement.

If all the Sub-underwriter Options are exercised prior to expiry, the Company will raise up to \$785,957 and anticipates it will use those funds for general working capital purposes.

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(g) **The material terms of any agreement relating to the proposed issue of securities**

The Sub-underwriter Options are being issued to the Sub-underwriters under the Offer Management and Underwriting Agreement. A summary of the material terms of the Offer Management and Underwriting Agreement is set out in Schedule 7.

(h) **Voting exclusion**

A voting exclusion statement for Resolution 7 is included at page 3 of this Notice.

8.5 Board recommendation

The Directors recommend that Shareholders vote in favour of Resolution 7.

9. Resolution 8: Appointment of Auditor

9.1 General

On 29 November 2024, pursuant to section 327C(1) of the Corporations Act 2001, Criterion Audit Pty Ltd (**Criterion**) was appointed as auditor of the Company to fill vacancy following ASIC's consent to resignation of RSM Australia Partners (**RSM**) in accordance with section 329(5) of the Corporations Act 2001.

Under section 327C(2) of the Corporations Act 2001 (**Corporations Act**), an auditor who has been appointed under section 327C(1) of the Corporations Act only holds office until the Company's next annual general meeting. The Company is then required to obtain shareholder approval to appoint an auditor at the next annual general meeting in accordance with section 327B(1) of the Corporations Act.

Pursuant to section 328B of the Corporations Act, the Company has received a valid notice nominating Criterion to be appointed as the new auditor of the Company. A copy of this notice of nomination is set out in Annexure A of this Notice of Meeting.

Criterion has provided to the Company its written consent to act as the Company's auditor in accordance with section 328A(1) of the Corporations Act.

Accordingly, Shareholder approval is being sought under Resolution 8 to appoint Criterion as the Auditor of the Company.

9.2 Board recommendation

The Board recommends that Shareholders vote in favour of Resolution 8.

10. Resolution 9: Approval for grant of Performance Rights to Managing Director – Ian Prentice

10.1 Background

Resolution 9 seeks Shareholder approval under Listing Rule 10.11 for the grant of 13,000,000 performance rights (**Performance Rights**) to Mr Ian Prentice (or his nominee), the Managing Director of the Company.

10.2 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:

- a related party;
- a person who is, or was at any time in the six months prior to the issue or agreement, a substantial (30%+) holder in the company;
- a person who is, or was at any time in the six months prior to the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board

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

- an associate of a person referred to in paragraphs (a) to (c) above; or
- a person whose relationship with the company or a person referred to in a 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.

Mr Prentice is a Related Party of the Company by virtue of being a Director. The grant of Performance Rights to Mr Prentice will fall within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. The issue therefore requires Shareholder approval pursuant to Listing Rule 10.11.

Resolution 9 seeks the required Shareholder approval for the grant of Performance Rights to Mr Prentice under and for the purpose of Listing Rule 10.11.

If Resolution 9 is passed, the Company will issue the Performance Rights to Mr Prentice. If Resolution 9 is not passed, the Company will not issue Performance Rights to Mr Prentice and may need to determine an alternative form of incentive for Mr Prentice.

Resolution 9 is an ordinary resolution.

10.3 Chapter 2E of the Corporations Act

Section 208 of the Corporations Act provides that 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:

- obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- 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 grant of Performance Rights to Mr Prentice (or his nominee), as contemplated by Resolution 9, will constitute the giving a financial benefit for the purposes of the Corporations Act and Mr Prentice is a Related Party of the Company by virtue of being a Director.

Section 211 of the Corporations Act provides that shareholder approval is not required to give a financial benefit in circumstances where the benefit constitutes remuneration which would be reasonable given the company's and the Related Party's circumstances.

Having considered the Company's circumstances, the practices of other companies of a similar size and stage of development, and Mr Prentice's position as Managing Director of the Company, the Board (other than Mr Prentice) has formed the view that the proposed issue of the Performance Rights to Mr Prentice is reasonable, given:

- issuing the Performance Rights to the Company's Managing Director provides him with an incentive which aligns his interests with the success of the Company and an increase in the value of the Company to Shareholders;
- the issue of Performance Rights is a comparatively cost effective and efficient means for the Company to provide an incentive to its personnel, as opposed to alternative forms of incentives such as cash bonuses or increased remuneration;
- that, to enable the Company to secure and retain senior executive directors who can assist the Company in achieving its objectives, it is necessary to provide remuneration and incentives to such personnel; and

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- the value of the Performance Rights in the context of the services Mr Prentice has provided to the Company, and his overall remuneration package; for further detail of such, refer to Section 10.4 below.

Accordingly, the Board (other than Mr Prentice) has determined not to seek Shareholder approval under section 208 of the Corporations Act for the proposed grant of the Performance Rights, in reliance on Section 211 of the Corporations Act.

For the avoidance of doubt, the Company notes that the Board (other than Mr Prentice, who has not been involved in the decision-making regarding the proposed issue of the Performance Rights due to his material personal interest in the matter) is quorate to make decisions for the purposes of section 195 of the Corporations Act.

Shareholder approval for the issue of the Performance Rights is nonetheless sought for the purposes of Listing Rule 10.13, as outlined below.

10.4 Information required by Listing Rule 10.13

The following information is provided to Shareholders in relation to Resolution 9 for the purposes of Listing Rule 10.13:

(a) **Name of the person**

Resolution 9 contemplates the grant of Performance Rights to Ian Prentice (or his nominee).

(b) **Which category in Listing Rules 10.11 the person falls within and why**

Ian Prentice is a Director of the Company and therefore falls within Listing Rule 10.11.1.

(c) **The number and class of securities proposed to be issued to the person**

The Company proposes to issue 13,000,000 Performance Rights to Mr Prentice comprising the classes set out in paragraph (e) below.

The Performance Rights will be issued on the terms and conditions in Schedule 8.

Shares issued on conversion of the Performance Rights will be fully paid ordinary Shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.

(d) **Details of the Managing Directors' current total remuneration package**

The table below sets out the total remuneration paid or payable to Mr Prentice for the last financial year and the proposed total remuneration for the current financial year, including superannuation entitlements.

Director	Financial year ended 30 June 2024	Financial year ended 30 June 2025 (proposed)
Ian Prentice	Nil	\$270,000 (annual)

Mr Prentice was appointed to the Board on 26 August 2024.

(e) **Material terms of securities, reason for issue and value of securities**

A total of 13,000,000 Performance Rights are proposed to be issued in various tranches with varying vesting conditions which must be satisfied by the relevant vesting date in order for the relevant number of Performance Rights to vest, as summarised in the table below:

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Performance Condition (vesting condition)	Number of Performance Rights	Measurement period / expiry ¹
Retention / continuous service	1,000,000	1 year
Retention / continuous service	1,000,000	2 years
Retention / continuous service	1,000,000	3 years
Commencement of drilling of program 1 (on Tenements) ²	1,000,000	12 months
Commencement of drilling programs 2 and 3 (all projects) ³	1,000,000	18 months
20-Day VWAP of Shares being \$0.03 or more	1,000,000	9 months
20-Day VWAP of Shares being \$0.06 or more	1,500,000	18 months
20-Day VWAP of Shares being \$0.12 or more	2,000,000	3 years
250,000oz AuEq mineral resource ⁴	750,000	2 years
500,000oz AuEq mineral resource ⁴	1,250,000	3 years
1,000,000oz AuEq mineral resource ⁴	1,500,000	4 years
Total	13,000,000	

Notes:

1. Period from commencement of employment as Managing Director.
2. Determined by the Company announcing to ASX the commencement of drilling of program 1 on the Tenements.
3. Determined by the Company announcing to ASX the commencement of drilling of programs 2 and 3 on any project of the Company.
4. Determined by the Company announcing to ASX a mineral resource of gold (or gold equivalent) at a cut-off grade of 1.5g/t of gold (or gold equivalent) in accordance with the JORC Code.

Further details of the vesting conditions and material terms of the proposed Director Performance Rights are set out in Schedule 8.

The number of Performance Rights to be issued to Mr Prentice has been determined based upon a consideration of:

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- (i) current market standards and/or practices of other ASX listed companies of a similar size and stage of development to the Company;
- (ii) the remuneration of Mr Prentice; and
- (iii) incentives to attract and ensure continuity of service/retain the services of Mr Prentice who has appropriate knowledge and expertise, while maintaining the Company's cash reserves.

The Company proposes to grant the Performance Rights to the Managing Director to provide him with an incentive and to align the interests of management with the success of the Company and an increase in the value of the Company to Shareholders.

The Performance Rights are unquoted securities. The Company has chosen to issue Performance Rights to Mr Prentice for the following reasons:

- (i) issuing the Performance Rights to the Company's Managing Director provides him with an incentive which aligns his interests with the success of the Company and an increase in the value of the Company to Shareholders;
- (ii) the issue of Performance Rights is a comparatively cost effective and efficient means for the Company to provide an incentive to its personnel, as opposed to alternative forms of incentives such as cash bonuses or increased remuneration;
- (iii) that, to enable the Company to secure and retain senior executive directors who can assist the Company in achieving its objectives, it is necessary to provide remuneration and incentives to such personnel;
- (iv) the value of the Performance Rights in the context of the services Mr Prentice has provided to the Company, and his overall remuneration package; for further detail of such, refer to Section 10.4(h) below;
- (v) the Performance Rights are unquoted rights to receive Shares on satisfaction of applicable performance milestones, therefore the issue of the Performance Rights has no immediate dilutionary impact on Shareholders; and
- (vi) it is not considered that there are any significant opportunity costs to the Company of benefits foregone by the Company in issuing the Performance Rights on the terms proposed.

(f) **Relevant Interest**

As at the date of this Notice, Mr Prentice has no interest in any securities of the Company.

If Resolution 9 is approved by Shareholders, the relevant interest of Mr Prentice in the securities of the Company will be 13,000,000 Performance Rights.

If all the performance conditions of Performance Rights issued to Mr Prentice are satisfied, a total of 13,000,000 Shares would be issued. This will increase the number of Shares on issue from 130,992,874 Shares (being the total number of Shares on issue as at the date of this Notice) to 143,992,874 (assuming that no other Shares are issued and no convertible securities are exercised or convert) with the effect that the shareholding of existing Shareholders would be diluted by approximately 9%.

(g) **Date of issue**

The Performance Rights will be granted as soon as possible after the Meeting and likely on the same date as the Meeting.

The Performance Rights may be granted no 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).

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(h) **Agreement to issue – Employment Agreement**

The Performance Rights to be issued to Mr Prentice are being issued pursuant to an employment agreement between the Company and Mr Prentice for the employment of Mr Prentice as Managing Director (**Employment Agreement**).

The material terms of the Employment Agreement are summarised as follows:

- (i) Mr Prentice is employed as the Managing Director and chief executive officer of the Company on a full-time basis, with effect from 17 February 2025; his duties include the management of the day-to-day corporate and administrative affairs of the Company and any other duties allocated to him by the Board;
- (ii) Mr Prentice is to report to the Board and is subject to the Board's direction;
- (iii) Mr Prentice is to be paid an annual salary of \$270,000 per annum inclusive of statutory superannuation entitlements;
- (iv) Mr Prentice is entitled to be granted 13,000,000 Performance Rights on the terms set out in this Explanatory Statement as an incentive, subject to Shareholder approval of the issue of the Performance Rights;
- (v) the Company may terminate Mr Prentice's employment:
 - (A) by giving 6 months' prior written notice; or
 - (B) immediately by notice and payment in lieu of notice;
- (vi) Mr Prentice may terminate his employment on giving 3 months' prior written notice; and
- (vii) the Company may terminate Mr Prentice's employment immediately, without notice, for matters which include:
 - (A) Mr Prentice's serious misconduct, breach of duties, or bankruptcy; or
 - (B) if he is physically or mentally unfit to attend to his duties.

The agreement otherwise contains terms and conditions considered customary for an employment contract of this nature.

(i) **Price of issue**

The Performance Rights will be issued for nil cash consideration. Accordingly, no funds will be raised from the issue of Performance Rights.

(j) **A summary of the material terms of any loan that will be made to the person in relation to the acquisition**

No loan will be made by the Company for the issue of the Performance Rights.

(k) **Trading History**

The trading history of the Shares on ASX in the 12 months before the date of this Notice is set out below:

	Price	Date
Highest	\$0.058	23 July 2024
Lowest	\$0.017	29 January 2025
Latest	\$0.021	25 February 2025

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(l) **Statement**

The Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass Resolution 9.

(m) **Valuation**

A valuation of the Director Performance Rights to be issued and the valuation methodology are set out in Schedule 9.

(n) **Voting exclusion statement**

A voting exclusion statement is located on page 3 of the Notice.

10.5 Directors' recommendations

The Directors (other than Mr Prentice) recommend that Shareholders vote in favour of Resolution 9. Mr Prentice declines to make a recommendation as he has a material personal interest in the outcome of Resolution 9.

For personal use only

Explanatory Memorandum

11. Interpretation

Associate has the meaning given to that term in the Corporations Act.

ASX means ASX Limited ACN 008 624 691 or the Australian Securities Exchange (as applicable).

Bingara Project means exploration licenses EL 8800 and EL 8574 located in New South Wales.

Board means the board of directors of the Company.

Chairperson means the chairperson of the Meeting.

CN JLM Mandate has the meaning given in Section 7.1, the material terms of which are set out in Schedule 3.

Company or **Cosmo** means Cosmo Metals Ltd ACN 653 132 828.

Consideration Shares has the meaning given in Section 2.2.

Convertible Note means convertible notes issued by the Company entitling the holder to be issued Shares on the conversion or redemption of the notes.

Corporations Act means the *Corporations Act 2001 (Cth)* as amended, varied or replaced from time to time.

Cumulus means Cumulus Wealth Pty Ltd (ACN 634 297 279) (AFSL 524 450).

Director means a director of the Company.

Discovery means Discovery Capital Partners Pty Ltd (ACN 615 635 982) (AFSL 500223).

Entitlement Offer has the meaning given in Section 7.1.

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 Memorandum means this explanatory memorandum accompanying the Notice of Meeting.

General Meeting or **Meeting** means the General Meeting of the Company pursuant to this Notice of Meeting.

Joint Lead Managers or **Lead Managers** means Discovery and Cumulus.

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

Key Management Personnel has the definition given in the accounting standards as those persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly and indirectly, including any director (whether executive or otherwise) of that entity.

Lead Manager Options has the meaning given in Section 7.1.

Listing Rules means the official listing rules of the ASX as amended from time to time.

Man Z means Management Z Pty Ltd (ACN 607 535 704) the proposed holder of Newco at the time of the Newco Acquisition.

Newco means a newly incorporated company to be a wholly owned subsidiary of Man Z, ad incorporated by Man Z for the purpose of holding a 100% legal and beneficial interest in the Tenements at or as soon as practicable after completion of the Newco Acquisition.

Newco Acquisition means the proposed acquisition by the Company of 100% of the issued capital of Newco.

Newco Heads of Agreement has the meaning given in Section 2.1, the material terms of which are set out in Schedule 6.

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Notice of Meeting or **Notice** means the notice of meeting giving notice to shareholders of the Meeting, accompanying this Explanatory Memorandum.

Nundle Project means exploration license EL 8692 located in New South Wales.

Offer Management and Underwriting Agreement has the meaning given in Section 7.1, the material terms of which are set out in Schedule 7.

Official List means the official list of the ASX.

Option means an option to acquire a Share.

Ordinary Resolution means a resolution passed by more than 50% of the votes cast at a general meeting of shareholders.

Performance Rights means contractual rights granted by the Company entitling the holder to be issued Shares on satisfaction of stated performance, service or other vesting conditions.

Proxy Form means the proxy form accompanying the Notice of Meeting.

Related Party has the meaning given in section 9 of the Corporations Act.

Resolution means a resolution proposed at the Meeting.

Section means a Section of the Explanatory Statement.

Seller has the meaning given in Section 2.1.

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

Shareholder means a holder of Shares in the Company.

Sub-underwriter Options has the meaning given in Section 8.1.

Sub-underwriters has the meaning given in Section 8.1.

Tenements means tenements comprising the Bingara and Nundle Projects being, EL8692, EL8800 and EL8574.

Underwritten Amount has the meaning given in Section 8.1.

WST means Australian Western Standard Time, being the time in Perth, Western Australia.

Any inquiries in relation to the Notice of Meeting or Explanatory Memorandum should be directed to:

Ms Melanie Ross

Company Secretary

Phone: 08 [6400 5301](tel:0864005301)

Email: MRoss@consiliumcorp.com.au

Explanatory Memorandum

Schedule 1 – Terms and Conditions of Performance Shares

The following are the terms and conditions applicable to the Performance Shares.

Terms of Performance Shares	
1. Definitions	<p>Change of Control Event means</p> <ul style="list-style-type: none"> (a) the occurrence of: <ul style="list-style-type: none"> (i) the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of 50.1% or more of the Shares; and (ii) that takeover bid has become unconditional; or (b) the announcement by the Company that: <ul style="list-style-type: none"> (i) Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Shares are to be either: <ul style="list-style-type: none"> (A) cancelled; or (B) transferred to a third party; and (ii) the Court, by order, approves the proposed scheme of arrangement. <p>Company means Cosmo Metals Limited.</p> <p>Holder means a holder of a Performance Share.</p> <p>Milestone means a performance milestone set out in paragraph 2(a)(i) and 2(a)(ii).</p> <p>Mining Act means the <i>Mining Act 1992</i> (NSW).</p> <p>Nundle Tenement means tenement EL 8692 granted under the Mining Act.</p> <p>Tenements means tenement EL 8574, EL 8800 and EL 8692 granted under the Mining Act.</p>
2. Conversion of Performance Shares	<ul style="list-style-type: none"> (a) Vesting conditions The Performance Shares will vest, and will be convertible into Shares, on satisfaction of the following vesting conditions: <ul style="list-style-type: none"> (i) Tranche 1 Performance Shares Tranche 1 Performance Shares will vest on satisfaction of the following conditions: Renewal of the Nundle Tenement and registration of transfer of all Tenements to Newco under the Mining Act on or before 31 December 2025. (ii) Tranche 2 Performance Shares Tranche 2 Performance Shares will vest on 31 December 2025 or on satisfaction of the following condition, which ever occurs first:

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	<p>Company commencing exploration drilling on any of the Tenements.</p> <p>(b) Conversion notice</p> <p>Once vested, a Performance Share may be converted by the Holder giving written notice to the Company (Conversion Notice) prior to the date that is 2 years from the date of issue of the Performance Share (Expiry Date).</p> <p>No payment is required to be made for conversion of a Performance Share to a Share.</p> <p>(c) Lapse</p> <p>To the extent that the Performance Shares have not converted into Shares on or before the Expiry Date, then all such unconverted Performance Shares held by each Holder will automatically lapse.</p> <p>(d) Issue of Shares</p> <p>The Company will issue a Share on conversion of a Performance Share within 10 Business Days following the conversion or such period required by the Listing Rules.</p> <p>(e) Holding statement</p> <p>The Company will issue the Holder with a new holding statement for any Share issued on conversion of a Performance Share within 10 Business Days following the issue of the Share.</p> <p>(f) Ranking of Shares</p> <p>Each Share into which the Performance Shares will convert will, on issue:</p> <ul style="list-style-type: none"> (i) rank equally in all respects (including, without limitation, rights relating to dividends) with other issued Shares; (ii) be issued credited as fully paid; (iii) be duly authorised and issued by all necessary corporate action; and (iv) be issued free from all liens, charges and encumbrances whether known about or not including statutory and other pre-emption rights and any transfer restrictions.
<p>3. Conversion on Change of Control</p>	<p>Change of Control Event in relation to the Company prior to the conversion of the Performance Shares, then the Milestones will be deemed to have been achieved by the date of the Change of Control Event, and each Performance Share will automatically and immediately convert into a Share.</p>

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<p>4. Takeover provisions</p>	<p>(a) If the conversion of Performance Shares under these terms and conditions would result in any person being in contravention of section 606(1) of the Corporations Act then the conversion of each Performance Share that would cause the contravention will be deferred until such time or times thereafter that the conversion would not result in a contravention of section.</p> <p>(b) Corporations Act. Following a deferment under this paragraph, the Company will at all times be required to convert that number of Performance Shares that would not result in a contravention of section 606(1) of the Corporations Act.</p> <p>(c) The Holder will give notification to the Company in writing if it considers that the conversion of Performance Shares under these terms and conditions may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will assume that the conversion of Performance Shares under these terms and conditions will not result in any person being in contravention of section 606(1) of the Corporations Act.</p> <p>(d) The Company may (but is not obliged to) by written notice request the Holder to give notification to the Company in writing within seven days if the Holder considers that the conversion of Performance Shares under these terms and conditions may result in the contravention of section 606(1) of the Corporations Act. If the Holder does not give notification to the Company within seven days that it considers the conversion of Performance Shares under these terms and conditions may result in the contravention of section 606(1) of the Corporations Act then the Company will assume that the conversion of Performance Shares under these terms and conditions will not result in any person being in contravention of section 606(1) of the Corporations Act.</p>
<p>5. Rights attaching to Performance Shares</p>	<p>(a) Notice of satisfaction of Milestone</p> <p>(i) The Company will give written notice to the Holder (Milestone Notice) promptly following satisfaction of a Milestone or lapse of a Performance Share where the Milestone is not satisfied.</p> <p>(ii) Where the Milestone Notice gives notice of lapse of a Performance Share, the Milestone Notice must include information on how and when the Company determined whether or not a Milestone had been achieved.</p> <p>(iii) Where a Holder disputes the Company's finding that a Milestone has not been achieved and Performance Shares have lapsed, the parties may appoint an independent auditor to review that decision. In the event that the parties cannot agree on an independent auditor, an independent expert will be appointed by the Resolution Institute.</p> <p>(iv) Should an independent auditor or an independent expert be appointed in accordance with paragraph 5(a)(iii) and subsequently find in favour of the Holder, the Expiry Date shall be extended from the date of communication of the final</p>

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	<p>finding by the auditor/expert to allow the Holder reasonable and sufficient time to give a Conversion Notice.</p>
(b)	<p>Entitlement</p> <p>Each Performance Share entitles the Holder to subscribe for one Share upon satisfaction of the Milestone and issue of the Conversion Notice by the Holder.</p>
(c)	<p>No voting rights</p> <p>A Performance Share does not entitle a Holder to vote on any resolutions proposed at a general meeting of Shareholders of the Company.</p>
(d)	<p>No dividend rights</p> <p>A Performance Share does not entitle a Holder to any dividends.</p>
(e)	<p>No right to surplus profits or assets</p> <p>A Performance Share does not entitle a Holder to participate in the surplus profits or assets of the Company upon winding up of the Company.</p>
(f)	<p>No right to a return of capital</p> <p>A Performance Share does not entitle a Holder to a return of capital, whether upon winding up of the Company, upon a reduction of capital or otherwise.</p>
(g)	<p>Not transferable</p> <p>A Performance Share is not transferable.</p>
(h)	<p>Reorganisation of capital</p> <p>If there is a reorganisation (including, without limitation, consolidation or sub-division, but excluding a return of capital) of the issued capital of the Company, the rights of a Holder will be varied (as appropriate) in accordance with the Listing Rules which apply to reorganisation of capital at the time of the reorganisation, so long as the reorganisation does not prejudice the Holder.</p>
(i)	<p>Quotation of Shares on conversion</p> <p>An application will be made by the Company to ASX for official quotation of the Shares issued upon the conversion of each Performance Share within the time period required by the Listing Rules of ASX.</p>
(j)	<p>Participation in entitlements and bonus issues</p> <p>A Performance Share does not entitle a Holder to participate in new issues of capital offered to holders of Shares, such as bonus issues and entitlement issues.</p>
(k)	<p>No other rights</p> <p>A Performance Share does not give a Holder any other rights other than those expressly provided by these terms and those provided</p>

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Schedule 2 – Terms of CN Lead Manager Options

The following are the terms and conditions applicable to the Lead Manager Options (**Options**).

1. Entitlement

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

2. Subscription Price

A subscription price of \$0.00001 per option will be payable on the Lead Manager Options.

3. Exercise Price

The exercise price of each Option is \$0.015 (**Exercise Price**).

4. Expiry Date

Each Option will expire at 5:00 pm (AEDT) on or before the date that is three years from the date of issue (**Expiry Date**). An Option not exercised before the Expiry Date will automatically expire.

5. Exercise Period

The Options are exercisable at any time on or prior to the Expiry Date (**Exercise Period**).

6. Certificate or holding statement

The Company must give the Option Holder a certificate or Holding Statement stating:

- (a) the number of Options issued to the Option Holder;
- (b) the Exercise Price of the Options; and
- (c) the date of issue of the Options.

7. Transfer

The Options are transferable, subject to applicable law.

Subject to the Listing Rules and the Corporations Act, the Option Holder may transfer some or all of the Options at any time before the Expiry Date by:

- (a) a proper ASTC regulated transfer (as defined in the Corporations Act) or any other method permitted by the Corporations Act; or
- (b) a prescribed instrument of transfer.

An instrument of transfer of an Option must be:

- (c) in writing;
- (d) in any usual form or in any other form approved by the Directors that is otherwise permitted by law;
- (e) subject to the Corporations Act, executed by or on behalf of the transferor, and if required by the Company, the transferee; and
- (f) delivered to the Company, at the place where the Company's register of option holders is kept, together with the certificate (if any) of the Option to be transferred and any other evidence as the Directors require to prove the title of the transferor to that Option, the right of the transferor to transfer that Option and the proper execution of the instrument of transfer.

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8. Quotation of Options

The Company will not apply to ASX for official quotation of Options.

9. Quotation of Shares

The Company will apply to ASX for official quotation of Shares issued on the exercise of Options.

10. New issues

The Option Holder is not entitled to participate in any new issue to Shareholders of Securities in the Company unless it has exercised its Options before the record date for determining entitlements to the new issue of Securities and participate as a result of holding Shares.

11. Bonus issues

If the Company makes a bonus issue of Shares or other Securities to Shareholders (except an issue in lieu of dividends or by way of dividend reinvestment) and a Share has not been issued in respect of the Option before the record date for determining entitlements to the issue, then the number of underlying Shares over which the Option is exercisable will be increased by the number of Shares which the Option Holder would have received if the Option Holder had exercised the Option before the record date for determining entitlements to the issue.

12. Reorganisation

If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the Option Holder (including the number of Options to which the Option Holder is entitled to and the Exercise Price) will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

Any calculations or adjustments which are required to be made will be made by the Company's Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Option Holder.

The Company must, within a reasonable period, give to the Option Holder notice of any change to the Exercise Price of any Options held by the Option Holder or the number of Shares which the Option Holder is entitled to subscribe for on exercise of an Option.

13. Exercise of Options

To exercise Options, the Option Holder must give the Company or its Share Registry, at the same time:

- (a) a written exercise notice (in the form approved by the board of the Company from time to time) specifying the number of Options being exercised and Shares to be issued;
- (b) payment of the Exercise Price for the Shares, the subject of the exercise notice, by way of bank cheque or by other means of payment, approved by the Company; and
- (c) any certificate for the Options.

The Option Holder may only exercise Options in multiples of 10,000 Options unless the Option Holder exercises all Options held by the Option Holder.

Options will be deemed to have been exercised on the date the exercise notice and Exercise Price are received by the Company.

If the Option Holder exercises less than the total number of Options registered in the Option Holder's name:

- (a) the Option Holder must surrender their Option certificate (if any); and

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- (b) the Company must cancel the Option certificate (if any) and issue the Option Holder a new Option certificate or Holding Statement stating the remaining number of Options held by the Option Holder.

14. Timing of issue of Shares on exercise

Within five Business Days after receiving an application for exercise of Options and payment by the Option Holder of the Exercise Price, the Company will:

- (a) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (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 Options.

15. Governing law

These terms and the rights and obligations of the Option Holder are governed by the laws of Western Australia. The Option Holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

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Schedule 3 – Summary of CN JLM Mandate

The material terms and conditions of the CN JLM Mandate are as follows:

1. Fee payable to Discovery and Cumulus

(a) Capital raise fee

During the engagement Discovery and Cumulus shall have the exclusive right to act as Joint Lead Managers to any capital raise undertaken by the Company, for a management fee of 2% (**Management Fee**) and a selling fee of 4% (**Selling Fee**) on funds raised by the Company during the Engagement Term. The Management Fee and Selling Fee is to be split equally between the Joint Lead Managers.

(b) Reimbursement of expenses

The Company will pay or reimburse the Joint Lead Managers for all out-of-pocket expenses, reasonably incurred in respect of the Engagement. The Joint Lead Managers will seek the Company's consent before incurring any individual expenses in excess of \$2,000.

2. Joint Lead Manager Option Entitlement

Subject to the successful completion of the Capital Raising, the Company agrees to give the Joint Lead Managers or its nominees the right, but not the obligation, to subscribe for 5 million Options (**CN Lead Manager Options**). A subscription price of \$0.00001 per option will be payable on the CN Lead Manager Options. The CN Lead Manager Options shall be split equally between the Joint Lead Managers.

3. Engagement term

The engagement commenced on execution of the agreement and continues for a period of three (3) months on an exclusive basis.

4. Termination

The Agreement and the engagement will commence on the date of execution of the Agreement and continue in accordance with clause 3 of the Engagement Letter, unless extended by mutual agreement or terminated in accordance with that clause. In the case of the Company, except where the Company has terminated for cause, termination within the Engagement Period must be accompanied by the payment of the remainder of the fees to be paid under clause 4 of the Engagement Letter for the Engagement Term and any accrued rights with respect to payment shall continue to apply. If the Company terminates the Agreement and the Engagement with cause (including as a result material breach of the Agreement), or the Joint Lead Managers terminates the Agreement and the Engagement without cause, the Joint Lead Managers will only be entitled to any fees that have accrued under the Agreement as at the date of termination and no other fees.

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Schedule 4 – Terms of Lead Manager Options

The following are the terms and conditions applicable to the Lead Manager Options (**Options**).

1. Entitlement

Each Option entitles the holder (**Option Holder**) to subscribe for one Share upon exercise of the Option.

2. Subscription price on grant

The Option Holder is required to pay a subscription amount of \$0.00001 per Option will be payable on the Options.

3. Exercise Price

The exercise price of each Option is \$0.03 (**Exercise Price**).

4. Expiry Date

Each Option may be exercised at any time before 5.00pm (AWST) on the date that is three (3) years from the date of issue (**Expiry Date**). Any Option not exercised by the Expiry Date will automatically expire.

5. Certificate or holding statement

The Company must give the Option Holder a certificate or Holding Statement stating:

- (a) the number of Options issued to the Option Holder;
- (b) the Exercise Price of the Options; and
- (c) the date of issue of the Options.

6. Transfer

The Options are transferable, subject to applicable law.

Subject to the Listing Rules and the Corporations Act, the Option Holder may transfer some or all of the Options at any time before the Expiry Date by:

- (a) a proper ASTC regulated transfer (as defined in the Corporations Act) or any other method permitted by the Corporations Act; or
- (b) a prescribed instrument of transfer.

An instrument of transfer of an Option must be:

- (c) in writing;
- (d) in any usual form or in any other form approved by the Directors that is otherwise permitted by law;
- (e) subject to the Corporations Act, executed by or on behalf of the transferor, and if required by the Company, the transferee; and
- (f) delivered to the Company, at the place where the Company's register of option holders is kept, together with the certificate (if any) of the Option to be transferred and any other evidence as the Directors require to prove the title of the transferor to that Option, the right of the transferor to transfer that Option and the proper execution of the instrument of transfer.

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7. Quotation of Options

The Company will not apply to ASX for official quotation of Options.

8. New issues

The Option Holder is not entitled to participate in any new issue to Shareholders of Securities in the Company unless it has exercised its Options before the record date for determining entitlements to the new issue of Securities and participate as a result of holding Shares.

9. Bonus issues

If the Company makes a bonus issue of Shares or other Securities to Shareholders (except an issue in lieu of dividends or by way of dividend reinvestment) and a Share has not been issued in respect of the Option before the record date for determining entitlements to the issue, then the number of underlying Shares over which the Option is exercisable will be increased by the number of Shares which the Option Holder would have received if the Option Holder had exercised the Option before the record date for determining entitlements to the issue.

10. Reorganisation

If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the Option Holder (including the number of Options to which the Option Holder is entitled to and the Exercise Price) will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

Any calculations or adjustments which are required to be made will be made by the Company's Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Option Holder.

The Company must, within a reasonable period, give to the Option Holder notice of any change to the Exercise Price of any Options held by the Option Holder or the number of Shares which the Option Holder is entitled to subscribe for on exercise of an Option.

11. Exercise of Options

To exercise Options, the Option Holder must give the Company or its Share Registry, at the same time:

- (a) a written exercise notice (in the form approved by the board of the Company from time to time) specifying the number of Options being exercised and Shares to be issued;
- (b) payment of the Exercise Price for the Shares, the subject of the exercise notice, by way of bank cheque or by other means of payment, approved by the Company; and
- (c) any certificate for the Options.

The Option Holder may only exercise Options in multiples of 10,000 Options unless the Option Holder exercises all Options held by the Option Holder.

Options will be deemed to have been exercised on the date the exercise notice and Exercise Price are received by the Company.

If the Option Holder exercises less than the total number of Options registered in the Option Holder's name:

- (d) the Option Holder must surrender their Option certificate (if any); and
- (e) the Company must cancel the Option certificate (if any) and issue the Option Holder a new Option certificate or Holding Statement stating the remaining number of Options held by the Option Holder.

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12. Issue of Shares on exercise of Options

Within five Business Days after receiving an application for exercise of Options and payment by the Option Holder of the Exercise Price, the Company must issue the Option Holder the number of Shares specified in the application.

Subject to the Constitution, all Shares issued on the exercise of Options will rank in all respects (including rights relating to dividends) equally with the existing ordinary shares of the Company at the date of issue.

13. Governing law

These terms and the rights and obligations of the Option Holder are governed by the laws of Western Australia. The Option Holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

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Schedule 5 – Terms of Sub-underwriter Options

The terms of the Sub-underwriter Options (Options) are as follows:

1. **Entitlement:** Each Option entitles the holder (Option Holder) to subscribe for one fully paid ordinary share in the Company.
2. **No subscription price on grant:** There is no amount payable on the grant of the Options.
3. **Exercise price:** The exercise price of each Option is \$0.03 (Exercise Price).
4. **Expiry date:** Each Option may be exercised at any time before 5.00pm (AWST) on the date that is three (3) years from the date of issue (Expiry Date). Any Option not exercised by the Expiry Date will automatically expire.
5. **Certificate or Holding Statement:** The Company must give the Option Holder a certificate or Holding Statement stating:
 - (a) the number of Options issued to the Option Holder;
 - (b) the Exercise Price of the Options; and
 - (c) the date of issue of the Options.

6. **Transfer:**

The Options are transferable, subject to applicable law.

Subject to the Listing Rules and the Corporations Act, the Option Holder may transfer some or all of the Options at any time before the Expiry Date by:

- (a) a proper ASTC regulated transfer (as defined in the Corporations Act) or any other method permitted by the Corporations Act; or
- (b) a prescribed instrument of transfer.

An instrument of transfer of an Option must be:

- (c) in writing;
- (d) in any usual form or in any other form approved by the Directors that is otherwise permitted by law;
- (e) subject to the Corporations Act, executed by or on behalf of the transferor, and if required by the Company, the transferee; and
- (f) delivered to the Company, at the place where the Company's register of option holders is kept, together with the certificate (if any) of the Option to be transferred and any other evidence as the Directors require to prove the title of the transferor to that Option, the right of the transferor to transfer that Option and the proper execution of the instrument of transfer.

7. **Quotation of Shares:** The Company will apply to ASX for official quotation of the Shares issued on exercise of Options.
8. **New issues:** The Option Holder is not entitled to participate in any new issue to Shareholders of Securities in the Company unless it has exercised its Options before the record date for determining entitlements to the new issue of Securities and participate as a result of holding Shares.
9. **Bonus issues:** If the Company makes a bonus issue of Shares or other Securities to Shareholders (except an issue in lieu of dividends or by way of dividend reinvestment) and a Share has not been issued in respect of the Option before the record date for determining entitlements to the issue, then the number of underlying Shares over which the Option is exercisable will be increased by the number of Shares which the Option Holder would have

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received if the Option Holder had exercised the Option before the record date for determining entitlements to the issue.

- 10. Reorganisation:** If there is a reorganisation (including consolidation, sub-division, reduction or return) of the share capital of the Company, then the rights of the Option Holder (including the number of Options to which the Option Holder is entitled to and the Exercise Price) will be changed to the extent necessary to comply with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

Any calculations or adjustments which are required to be made will be made by the Company's Board and will, in the absence of manifest error, be final and conclusive and binding on the Company and the Option Holder.

The Company must, within a reasonable period, give to the Option Holder notice of any change to the Exercise Price of any Options held by the Option Holder or the number of Shares which the Option Holder is entitled to subscribe for on exercise of an Option.

11. Exercise of Options:

To exercise Options, the Option Holder must give the Company or its Share Registry, at the same time:

- (a) a written exercise notice (in the form approved by the board of the Company from time to time) specifying the number of Options being exercised and Shares to be issued;
- (b) payment of the Exercise Price for the Shares, the subject of the exercise notice, by way of bank cheque or by other means of payment, approved by the Company; and
- (c) any certificate for the Options.

The Option Holder may only exercise Options in multiples of 10,000 Options unless the Option Holder exercises all Options held by the Option Holder.

Options will be deemed to have been exercised on the date the exercise notice and Exercise Price are received by the Company.

If the Option Holder exercises less than the total number of Options registered in the Option Holder's name:

- (d) the Option Holder must surrender their Option certificate (if any); and
- (e) the Company must cancel the Option certificate (if any) and issue the Option Holder a new Option certificate or Holding Statement stating the remaining number of Options held by the Option Holder.

12. Issue of Shares on exercise of New Options:

Within five Business Days after receiving an application for exercise of Options and payment by the Option Holder of the Exercise Price, the Company must issue the Option Holder the number of Shares specified in the application.

Subject to the Constitution, all Shares issued on the exercise of Options will rank in all respects (including rights relating to dividends) equally with the existing ordinary shares of the Company at the date of issue.

- 13. Governing law:** These terms and the rights and obligations of the Option Holder are governed by the laws of Western Australia. The Option Holder irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

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Schedule 6 - Terms and Conditions of Newco Heads of Agreement

The Company has entered into an agreement with Management Z Pty Ltd ACN 607 535 704 (**Man Z** or **Seller**) and PTr Resources Pty Ltd ACN 153 851 702 (**Guarantor**) to acquire all of the shares in Newco, a subsidiary of Man Z which will be the holder of the Tenements at the time of the acquisition. The material terms and conditions of the Newco Heads of Agreement (**Agreement**) are as follows:

1. Sale and purchase of Sale Shares

The Seller, agrees to sell, and the Company agrees to purchase, 100% of the issued capital in Newco (**Sale Shares**). The Sale Shares will be free and clear from any encumbrances.

2. Consideration

As consideration for purchase of the Sale Shares, the Company agrees to pay to the Seller consideration, as follows:

- (a) Payment of \$250,000 (exclusive of GST) in cash to the seller (**Completion Cash Consideration**).
- (b) Payment of \$450,000 by the issue of 30,000,000 fully paid ordinary shares in the capital of the Company at a deemed issue price of \$0.015 (**Consideration Shares**).
- (c) Issue of a total of 96,666,667 performance shares convertible to Shares in two tranches (**Performance Shares**) that will vest and convert to ordinary shares on meeting the following milestones:
 - (i) (**Tranche 1 Performance Shares**)
30,000,000 Performance Shares (at a deemed issue price of \$0.015), which vest upon receipt of written confirmation from the Department of Primary Industries and Regional Development – NSW Resources (or equivalent) of the renewal of the Nundle tenement and Newco becoming the 100% legal and beneficial owner of all of the Tenements.
 - (ii) (**Tranche 2 Performance Shares**)
66,666,667 Performance Shares (at a deemed issue price of \$0.015), which vest upon the earlier of the commencement of a maiden drilling program over any of the Tenements or 31 December 2025.

3. Voluntary Escrow

The Consideration Shares will be subject to a voluntary escrow period of 6 months from the date of issue. If the Performance Shares vest and convert, the resulting Shares will be subject to a voluntary escrow period of 12 months from the date of Completion.

4. Contingent Payments

Subject to the satisfaction of various project related milestones, the Company will pay to the Seller the following:

- (a) \$200,000 on a JORC compliant mineral resource located on the projects of at least 250,000 ounces of gold (or gold equivalent) at a minimum grade of 1.5 g/t gold (or gold equivalent) being announce to the ASX by Cosmo. This milestone may be met up to a maximum of 4 times for a total of \$800,000 based on the definition and announcement of four separate JORC compliant mineral resources.
- (b) \$250,000 on the Company announcing to ASX a scoping study in relation to a JORC resource located on the projects.
- (c) \$500,000 on the Company announcing to ASX a definitive feasibility study in relation to a JORC resource located on the projects.

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5. Agreed Exploration Expenditure

- (a) Pre-Completion, the Company has agreed to fund exploration activity of up to \$150,000 on the Bingara Project and fund exploration activity of up to \$75,000 on the Nundle Project.
- (b) Post Completion, the Company has undertaken to use its best endeavours to expend at least \$1,000,000 of exploration expenditure on the projects in the 12 months immediately following Completion.

6. Royalty

The Seller will retain a net smelter royalty (**NSR**) of 1.5% on all commodities extracted from the projects. This can be reduced to a 1% NSR by the payment of \$500,000 to the Seller.

7. Option

The Company must pay to the Seller \$50,000 in cash for the exclusive option to acquire the Newco shares (**Option**) for an option period of 60 days commencing on the date of execution of the Newco Acquisition Agreement (**Option Period**).

8. Conditions Precedent

On exercise of the Option, completion of the sale and purchase of the Sale Share is subject to and conditional on the satisfaction of the following conditions (**Conditions**):

	Conditions	Party entitled to benefit
(i)	(Due Diligence) : The Company conducting and being satisfied in its sole discretion with its due diligence investigations within 60 (sixty) days of the date of this HOA and providing the Seller notice in writing to this effect.	Company
(ii)	(ASX approval) : Notice from the ASX that the transaction contemplated by this HOA is not a change in nature or scale of the Buyer and that the transaction can proceed without re-compliance with chapters 1 and 2 of the ASX Listing Rules.	Company
(iii)	(Tenement Transfer) : PTR has lodged applications with the Department to transfer the Tenements to Newco.	Company
(iv)	(Government Approvals) : All necessary New South Wales government approvals for the Transaction (including, without limitation, approvals from the Department) being granted. This does not require that the transfer of the Tenements to Newco be approved prior to Completion.	Company
(v)	(Third Party Approvals) : except for any consent required to transfer the Tenements to Newco, the obtaining of any consent, approval or signed document (including any deed of assignment and assumption) that is required to be obtained in connection with the Transaction.	Company
(vi)	(Board Approval) : the Seller, PTR and the Company obtaining all necessary board approvals to complete the Transaction.	Company, Seller and PTR

Explanatory Memorandum

(vii)	(Shareholder approval) the Company obtaining all relevant shareholder approvals required or which the Company considers to be desirable under the ASX Listing Rules and the Corporations Act to complete the Transaction on terms reasonably acceptable to the Company, including for the issue of the shares under the Consideration for the purposes of ASX Listing Rule 7.1.	Company
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9. Completion

Completion of the Company’s acquisition of the Sale Share shall take place within 5 Business Days after the satisfaction (or waiver) of the Conditions or such other date as agreed in writing by the Parties (**Completion Date**)

The terms and conditions of the Agreement are otherwise standard for a transaction of its kind.

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Schedule 7 – Summary of Offer Management and Underwriting Agreement

The material terms and conditions of the Offer Management and Underwriting Agreement (**Agreement**) is as follows:

1. Lead management of Offers

- (a) The Company and the Joint Lead Managers have entered into an agreement (Offer Management and Underwriting Agreement) for the engagement of the Lead Managers pursuant to which the Lead Managers have agreed to act on a best endeavours basis as joint lead bookrunners and joint lead managers of the capital raising under the Entitlement Offer (**Capital Raising**).
- (b) Under the Agreement, the Joint Lead Managers have been engaged on an exclusive basis to manage the Entitlement Offer.
- (c) For performing these services, the Company will pay to the Joint Lead Managers, in their respective portions of 50% in respect of the Underwriter and 50% in respect of Cumulus of 50% each (**Respective Proportion**) a fee equal to 6% of the Underwritten Amount (**Fee**).
- (d) The parties acknowledge that:
 - (i) in the case of the Underwriter, its Respective Proportion of the Fee comprises:
 - (ii) an underwriting fee of 67%; and
 - (iii) a management fee of 33%; and
 - (iv) in the case of Cumulus its Respective Proportion of the Fee comprises a management fee as to 100%.
- (e) In addition, the Company must pay or reimburse the Lead Managers for their reasonable costs, professional fees and expenses in relation, and incidental, to the Entitlement Offers.
- (f) The Joint Lead Managers will also be entitled to be granted 5,000,000 Lead Manager Options. On completion of the Entitlement Offer, the Company will grant to each Joint Lead Manager (or their nominee(s)) the right, but not the obligation, to subscribe for their Respective Proportion of 5,000,000 Lead Manager Options. The subscription price for the Lead Manager Options is \$0.00001 per Option and the Lead Manager Options shall be allocated to each Joint Lead Manager equally. The issue of Lead Manager Options is subject to the approval of the Company's shareholders for the purposes of Listing Rule 7.1.
- (g) Under the Agreement, the Company has:
 - (i) given the Lead Managers certain representations and warranties in respect of the company and the conduct of the Entitlement Offer which are considered usual for an agreement of this type; and
 - (ii) provided certain indemnities to the Lead Managers for any breach by the Company of the agreement, which are which are considered usual for an agreement of this type.

2. Underwriting of Entitlement Offer

- (a) Under the Agreement, Discovery Capital (Underwriter) has agreed to fully underwrite the Entitlement Offer up to the Underwritten Amount (\$1,571,914.49). In the event Eligible Shareholders do not subscribe for all New Shares offered under the Offers, the Underwriter agrees to procure subscriptions for the Shortfall up to a maximum aggregate amount equal to the Underwritten Amount, and being up to the number of Underwritten Shares, on the terms and conditions of the Agreement.
- (b) The Agreement also provides for the issue of 26,198,575 Options to sub-underwriters appointed by the Underwriter (Sub-underwriter Options). The Sub-underwriter Options will

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be issued on the terms set out in Schedule 5, and their issue is subject to the approval of the Company's Shareholders for the purposes of Listing Rule 7.1.

- (c) Under the Agreement, the Company indemnifies the Underwriter and its related bodies corporate and their respective directors, officers, employees, agents, representatives and advisers (Indemnified Party) from and against any and all claims, actions, damages, losses, liabilities, costs and expenses which an Indemnified Party may incur or suffer in relation to the Offers or the Prospectus.
- (d) The Underwriter may terminate its obligations immediately by written notice to the Company in a range of circumstances. See Section 8.1 of the Company's Entitlement Offer Prospectus dated 19 February 2025 for further information.

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Schedule 8 – Terms of Performance Rights

The following are the terms and conditions applicable to the Performance Rights proposed to be granted to the Managing Director:

1. Grant

- (a) The grantor of the Performance Rights (**Performance Rights**) is the Company.
- (b) The Performance Rights are granted to the Managing Director of the Company or his nominee.
- (c) The Performance Rights are granted in the following classes, with the terms of each Performance Right within a class the same as the other Performance Rights in that class:
 - (i) 1,000,000 Class A Performance Rights;
 - (ii) 1,000,000 Class B Performance Rights;
 - (iii) 1,000,000 Class C Performance Rights;
 - (iv) 1,000,000 Class D Performance Rights;
 - (v) 1,000,000 Class E Performance Rights;
 - (vi) 1,000,000 Class F Performance Rights;
 - (vii) 1,500,000 Class G Performance Rights;
 - (viii) 2,000,000 Class H Performance Rights;
 - (ix) 750,000 Class I Performance Rights;
 - (x) 1,250,000 Class J Performance Rights; and
 - (xi) 1,500,000 Class K Performance Rights.

2. Entitlement

Each Performance Right entitles the holder of that Performance Right (**Holder**) to be issued with one fully paid ordinary share in the Company (**Share**) on exercise of the Performance Right.

3. No payment on grant

The Holder is not required to pay any amount to the Company for the grant of a Performance Right.

4. Term

Each Performance Right will come into effect upon grant and will operate until 5:00pm (WST) on the date falling 5 years from grant (**End Date**), unless cancelled earlier in accordance with its terms.

5. Vesting of Performance Rights

- (a) Subject to the terms of grant, the Performance Rights are subject to the following conditions, each of which constitutes a "**Vesting Condition**", being satisfied within the period stated below "**Measurement Period**":

Class	Number of Performance Rights	Vesting Condition	Measurement Period ¹
A	1,000,000	Continuous employment with the Company.	1 year
B	1,000,000	Continuous employment with the Company	2 years

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Class	Number of Performance Rights	Vesting Condition	Measurement Period ¹
C	1,000,000	Continuous employment with the Company	3 years
D	1,000,000	The Company announcing to ASX the commencement of Drilling Program 1.	12 months
E	1,000,000	The Company announcing to ASX the commencement of Drilling Programs 2 and 3.	18 months
F	1,000,000	20-Day VWAP of Shares being \$0.03 or more.	9 months
G	1,500,000	20-Day VWAP of Shares being \$0.06 or more.	18 months
H	2,000,000	20-Day VWAP of Shares being \$0.12 or more.	3 years
I	750,000	The Company announcing to ASX the determination of a Mineral Resource of at least 250,000oz of AuEq at a cut-off grade of 1.5g/t in accordance with the JORC Code.	2 years
J	1,250,000	The Company announcing to ASX the determination of a Mineral Resource of at least 500,000oz of AuEq at a cut-off grade of 1.5g/t in accordance with the JORC Code.	3 years
L	1,500,000	The Company announcing to ASX the determination of a Mineral Resource of at least 1,000,000oz of AuEq at a cut-off grade of 1.5g/t in accordance with the JORC Code.	4 years

(b) In these terms:

- (i) **ASX** means ASX Limited (ACN 008 624 691) or the financial market known as the Australian Securities Exchange operated by ASX Limited, as the context requires;
- (ii) **AuEq** means gold or gold equivalent;
- (iii) **Drilling Program 1** means the first exploration drilling program undertaken by the Company on any Tenement;
- (iv) **Drilling Program 2 and 3** means the second and third exploration drilling programs undertaken by the Company on any Project after completion of Drilling Program 2;
- (v) **JORC Code** means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 edition);

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- (vi) **Measurement Period** means the period of time commencing on the date of employment of the Managing Director;
 - (vii) **Mineral Resource** means an “Mineral Resource” within the meaning of the JORC Code of any category (that is, an ‘Inferred Mineral Resource’, an ‘Indicated Mineral Resource’ and/or a ‘Measured Mineral Resource’);
 - (viii) **Project** means any mining tenement or tenements held or controlled by the Company;
 - (ix) **Tenements** means tenements comprising the Bingara and Nundle Projects in New South Wales, being EL8692, EL8800 and EL8574;
 - (x) **VWAP** means the volume-weighted average price of Shares traded on ASX; and
 - (xi) **20-Day VWAP** means the VWAP of Shares traded over a period of 20 consecutive trading days of ASX.
- (c) The Performance Rights will vest in and will become exercisable by the Holder on the satisfaction of the relevant Vesting Condition within the relevant Measurement Period.

6. Vesting on change of control

In the event that:

- (a) a person, or a group of associated persons, becoming entitled to sufficient Shares to give that person or persons the ability, in a general meeting, to replace all or a majority of the Board;
- (b) a takeover bid under Chapter 6 of the Corporations Act is made in respect of the Company under which acceptances have been received for more than 50% of the Company’s shares on issue and the bid is declared unconditional by the bidder; or
- (c) a Court grants orders approving a compromise or arrangement for the purposes of or in connection with a scheme of arrangement for the reconstruction of the Company or its amalgamation with any other company or companies (including under Part 5.1 of the Corporations Act),

prior to the Vesting Conditions being satisfied for some or all of Performance Rights (**Unvested Rights**), then all of the Unvested Rights on issue will vest.

7. Deferral of vesting

If the vesting of any class of Performance Rights (or any part thereof) would result in any person being in contravention of section 606(1) of the Corporations Act (**Takeover Restriction**) then:

- (a) the vesting of those Performance Rights (or any part thereof) will be deferred until such later time or times that the vesting would not result in a contravention of the Takeover Restriction;
- (b) a Holder may give written notification to the Company if they consider that the vesting of those Performance Rights (or any part thereof) may result in the contravention of the Takeover Restriction, failing which the Company may assume the vesting of those Performance Rights will not result in any person being in contravention of the Takeover Restriction; and
- (c) 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 (ii) above within 7 days if the Company considers that the vesting of those Performance Rights (or any part thereof) may result in a contravention of the Takeover Restriction. If the Holder does not give notification to the Company within 7 days that they consider the vesting of the Performance Rights (or part thereof) may result in the contravention of the Takeover Restriction, then the Company

Explanatory Memorandum

may assume that the vesting of the Performance Rights (or part thereof) will not result in any person being in contravention of the Takeover Restriction.

8. Expiry and cancellation

- (a) All Performance Rights which have not vested will automatically lapse and will be cancelled on the End Date.
- (b) All Performance Rights which have vested before the End Date but have not been exercised and will be deemed to have been exercised immediately prior to the End Date unless the Holder notifies the Company otherwise in writing prior to the issue of Shares.
- (c) If the board of directors of the Company (**Board**) determines that some or all of the Performance Rights granted to a Holder should be cancelled on a specified date or on the occurrence of a particular event in accordance with the Rules, then the Board may cancel those Performance Rights on the relevant date or on the occurrence of the particular event (as the case may be) for no consideration.

9. Exercise of Performance Rights

- (a) Vested Performance Rights may only be exercised by notice in writing to the Company (**Exercise Notice**), the form of which may be specified by the Company in writing, prior to the End Date.
- (b) Any Exercise Notice for a Performance Right received by the Company will be deemed to be a notice of the exercise of the Performance Rights specified in that notice as at the date of receipt. Performance Rights may only be exercised in multiples of 10,000 unless fewer than 10,000 Performance Rights are held by the Holder, or the Board otherwise agrees.
- (c) If, in the reasonable opinion of the Board, a Holder acts fraudulently or dishonestly in any material respect or is in material breach of their obligations to the Company or its related bodies corporate (**Group Companies**), then, notwithstanding any other provision in these Rules, the Board may deem any unvested Performance Rights held by or on behalf of the Holder to have lapsed.
- (d) The Holder must provide with or at the same time as an Exercise Notice the certificate for the Performance Rights, or documentary evidence satisfactory to the Board that the certificate was lost or destroyed.

10. Issue of Shares

- (a) The Company must issue to the Holder the relevant number of Shares the subject of a valid Exercise Notice within 10 business days after receiving the Exercise Notice.
- (b) All Shares issued upon exercise of a Performance Right will rank equally in all respects with the Company's fully-paid ordinary shares then on issue.

11. Transfer of Shares in lieu of issue of Shares

If the Company is required to issue Shares to a Holder upon the exercise or vesting of Performance Rights under the Rules, the Board may, if permitted by law, in its sole and absolute discretion, elect to satisfy this requirement, in whole or part, by:

- (a) acquiring all or part of the relevant number of Shares on market on behalf of the Holder; and/or
- (b) procuring the transfer of all or part of the relevant number of Shares from a third party to the Holder.

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12. Quotation on ASX

- (a) If existing Shares are officially quoted by ASX, the Company must apply for official quotation by ASX of all Shares issued pursuant to the vesting or exercise (as applicable) of Performance Rights not later than 10 Business Days after the date of issue.
- (b) The Company will not apply to have the Performance Rights granted under the Plan quoted on ASX or any other stock exchange.

13. Rights of participation

(a) New issues

- (i) A Performance Right does not confer on the Holder any participation or entitlement right inherent in holding Shares or other securities in the Company.
- (ii) Holders will only be permitted to participate in a pro rata issue of Shares to Shareholders on the prior exercise of Performance Rights.
- (iii) The Company must give the Holder notice of any proposed new issue of Shares or other securities in the Company to shareholders, in accordance with the ASX Listing Rules.

(b) Bonus issues

- (i) If from time to time prior to the expiry of any Performance Rights the Company makes an issue of any class of Shares to Shareholders on a pro rata basis by way of capitalisation of profits or reserves (other than an issue in lieu of dividends) (Bonus Issue) then upon the vesting or exercise (as applicable) of a Performance Right, each Holder is entitled to have issued (in addition to the Shares which would otherwise be issued upon such vesting or exercise (as applicable)) the number of Shares of the class which would have been issued to the Holder under the Bonus Issue (**Bonus Shares**) if on the date on which entitlements to participate in the Bonus Issue were calculated the Holder had been registered as the holder of the number of Shares of which the Holder would have been registered as holder if immediately prior to that date the Performance Right had vested and the Shares the subject of such vesting or exercise (as applicable) had been duly issued.
- (ii) The Bonus Shares must be paid up by the Company out of profits or reserves (as the case may be) in the same manner as was applied in relation to the Bonus Issue and upon issue rank equally in all respects with the other Shares of that class on issue at the date of issue of the Bonus Shares.

(c) Reorganisation of capital

- (i) In the event of a reorganisation (including a consolidation, subdivision, reduction or return) of the issued capital of the Company, the number of Performance Rights to which each Holder is entitled will be changed in the manner required by the Listing Rules and, in any case, in a manner which will not result in any benefits being conferred on holders of Performance Rights which are not conferred on Shareholders.
- (ii) The Company must give notice to each Holder of any adjustment to the number of Shares for which the Holder is entitled to.

(d) Voting

A Performance Right does not confer on the Holder any right to vote on any resolution proposed at a general meeting of the Company, except and only to the extent required by applicable law.

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(e) **Dividends**

A Performance Right does not confer on the Holder any right to receive a dividend by the Company, whether fixed or at the discretion of the Board.

(f) **Returns of capital and winding up**

A Performance Right does not confer on the Holder any right to:

- (i) a return of capital by the Company, whether on winding up of the Company, a reduction of capital or otherwise; or
- (ii) participate in the surplus profits or assets of the Company on winding up of the Company.

14. Restrictions on disposal of Performance Rights

A Holder must not sell, transfer, mortgage, pledge, charge, grant security over or otherwise dispose (a **Disposal**) of any Performance Rights, or agree to do any of those things without the prior consent of the Board or where such Disposal occurs by force of law.

15. Amendments required by ASX

The terms and conditions of Performance Rights may be amended as necessary by the Company in order to comply with the Listing Rules (if applicable), or any directions of ASX (if applicable) regarding the Performance Rights, provided that, subject to compliance with the ASX Listing Rules, the economic and other rights of the Holder are not diminished or terminated following such amendment.

16. Approvals

The exercise of a vested Performance Right is subject to the Company first obtaining all legal, regulatory and shareholder consents or approvals necessary for the issue of a Share pursuant to the same.

17. Conflict

If these terms and conditions conflict with or do not comply with the Corporations Act, the ASX Listing Rules or the Company's constitution, the Holder authorises the Company to do anything necessary to rectify such conflict or non-compliance, including but not limited to amending these terms and conditions to minimum extent necessary to remedy such conflict or non-compliance.

18. Governing law

These terms of the Performance Rights, and the rights and obligations of the Holder, are governed by the laws of Western Australia.

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Schedule 9 – Valuation of Performance Rights

A valuation of the Performance Rights was conducted by the Company as tabled below.

The valuations are based on a number of assumptions and variables, including the following:

- (i) the closing price of Shares traded on ASX on 17 February 2025 was \$0.025 per Share;
- (ii) a risk-free rate of 3.85% has been adopted;
- (iii) it has been assumed that there will not be a dividend paid;
- (iv) a volatility factor ranging 90.77% to 105.50% has been adopted dependent on the measurement period; and
- (v) each class of Performance Right issued has vesting conditions with the value per Performance Right in each class as tabled below.

The Director Performance Rights that are proposed to be granted to the Managing Director have therefore been valued at \$275,178.

Class	Number	Vesting Condition	Measurement Period	Valuation Method	Valuation per Performance Right
A	1,000,000	Continuous employment with the Company.	1 year	Black Scholes	\$0.025
B	1,000,000	Continuous employment with the Company	2 years	Black Scholes	\$0.025
C	1,000,000	Continuous employment with the Company	3 years	Black Scholes	\$0.025
D	1,000,000	The Company announcing to ASX the commencement of Drilling Program 1.	12 months	Black Scholes	\$0.025
E	1,000,000	The Company announcing to ASX the commencement of Drilling Programs 2 and 3.	18 months	Black Scholes	\$0.025
F	1,000,000	20-Day VWAP of Shares being \$0.03 or more.	9 months	Barrier up-and-in trinomial pricing model with a Parisian barrier adjustment	\$0.0175
G	1,500,000	20-Day VWAP of Shares being \$0.06 or more.	18 months	Barrier up-and-in trinomial pricing model with a Parisian barrier adjustment	\$0.0124

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Class	Number	Vesting Condition	Measurement Period	Valuation Method	Valuation per Performance Right
H	2,000,000	20-Day VWAP of Shares being \$0.12 or more.	3 years	Barrier up-and-in trinomial pricing model with a Parisian barrier adjustment	\$0.0133
I	750,000	The Company announcing to ASX the determination of a Mineral Resource of at least 250,000oz of AuEq at a cut-off grade of 1.5g/t in accordance with the JORC Code.	2 years	Black Scholes	\$0.025
J	1,250,000	The Company announcing to ASX the determination of a Mineral Resource of at least 500,000oz of AuEq at a cut-off grade of 1.5g/t in accordance with the JORC Code.	3 years	Black Scholes	\$0.025
L	1,500,000	The Company announcing to ASX the determination of a Mineral Resource of at least 1,000,000oz of AuEq at a cut-off grade of 1.5g/t in accordance with the JORC Code.	4 years	Black Scholes	\$0.025

If Resolution 9 is approved, the value of the Performance Rights for the Company's accounting purposes will depend on the closing price of Shares traded on ASX for on the day of the Meeting, or if no Shares are traded on that day, the last recorded price of Shares prior to the Meeting.

Accordingly, for the Company's accounting purposes, the value of the Performance Rights to be recorded in the Company's accounts when the Performance Rights are granted may differ from the value stated above.

ANNEXURE A
NOMINATION OF AUDITOR

The Company Secretary
Cosmo Metals Limited
Level 1, 51 Colin Street
West Perth, WA 6005

18 February 2025

Dear Sir / Madam

Nomination of Auditor – Cosmo Metals Limited

For the purposes of section 328B of the *Corporations Act 2001*, I, Ranko Matic, on behalf of Cavalier Corporate Pty Ltd (trustee for the Cavalier A/C) of PO Box 7054, Cloisters Square, Perth, Western Australia 6850, being a member of Cosmo Metals Limited (“Company”) hereby nominate Criterion Audit Pty Ltd for appointment of auditor of the Company.

Yours faithfully,



Ranko Matic, on behalf of Cavalier Corporate Pty Ltd (trustee for the Cavalier A/C)
Director

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Proxy Voting Form

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

Cosmo Metals Limited | ABN 17 653 132 828

Your proxy voting instruction must be received by **9.00am (AWST) on Wednesday, 26 March 2025**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 – APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

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

Joint holding: Where the holding is in more than one name, all Shareholders should sign.

Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.

Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.

Email Address: Please provide your email address in the space provided.

By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online

Use your computer or smartphone to appoint a proxy at <https://investor.automic.com.au/#/loginsah> or scan the QR code below using your smartphone

Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.



BY MAIL:

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