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Killi Resources Limited
ACN 647 322 790

Notice of General Meeting

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

Time and date:	**10:00 am (AWST), Friday 14 August 2026**
Location:	**The Quest Kings Park 54 Kings Park Road West Perth WA 6005**

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

Should you wish to discuss any matter, please do not hesitate to contact the Company by telephone on +61 8 6385 7960.

Shareholders are urged to vote by lodging the Proxy Form

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Killi Resources Limited
ACN 647 322 790
(Company)

Notice of General Meeting

Notice is hereby given that a general meeting of Shareholders of Killi Resources Limited (**Company**) will be held at The Quest Kings Park, 54 Kings Park Road, West Perth WA 6005 on Friday, 14 August 2026 (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on 4:00pm (AWST), Wednesday, 12 August 2026.

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

Agenda

1 Resolutions

Resolution 1 – Approval to issue Consideration Shares

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 92,727,273 Consideration Shares, on the terms and conditions in the Explanatory Memorandum.'

Resolution 2 – Approval to issue Consultant Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 53,000,000 Consultant Performance Rights as follows:

(a) 20,000,000 Consultant Performance Rights to Stephen Parsons;

(b) 23,000,000 Consultant Performance Rights to Hamish Halliday; and

(c) 10,000,000 Consultant Performance Rights to Michael Naylor,

(or their respective nominees), on the terms and conditions set out in the Explanatory Memorandum.'

Resolution 3 – Ratification of issue of Tranche 1 Placement Shares

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

'That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 49,073,583 Tranche 1 Placement Shares at an issue price of $0.22 per Share as

follows:

(a) *29,444,150 Tranche 1 Placement Shares issued under Listing Rule 7.1; and*

(b) *19,629,433 Tranche 1 Placement Shares issued under Listing Rule 7.1A,*

on the terms and conditions in the Explanatory Memorandum.'

Resolution 4 – Approval to issue Tranche 2 Placement Shares

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

'That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 19,108,235 Tranche 2 Placement Shares at an issue price of $0.22 per Share on the terms and conditions in the Explanatory Memorandum.'

Resolution 5 – Approval to issue Director Placement Shares

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

'That, pursuant to and in accordance with Listing Rule 10.11 and for all other purposes, Shareholders approve the issue of up to 909,090 Director Placement Shares at an issue price of $0.22 per Share to Neville Power (or his nominee/s), on the terms and conditions in the Explanatory Memorandum.'

Resolution 6 – Approval to issue Director Performance Rights

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

'That, pursuant to and in accordance with Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of up to 17,000,000 Director Performance Rights to Neville Power (or his nominee/s) under the Plan, on the terms and conditions in the Explanatory Memorandum.'

2 Voting exclusions

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

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

(b) **Resolution 2(a)**: by or on behalf of Stephen Parsons (or his nominees), and any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of these Consultant Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

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

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

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(e) **Resolution 3(a)** and **Resolution 3(b)**: by or on behalf of any person who participated in the issue of the Tranche 1 Placement Shares, or any of their respective associates.

(f) **Resolution 4**: by or on behalf of any person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue of the Tranche 2 Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

(g) **Resolution 5**: by or on behalf of Neville Power (or his nominee/s), and any other person who will obtain a material benefit as a result of the issue of these Director Placement Shares (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

(h) **Resolution 6**: by or on behalf of a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question, or any of their respective associates.

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

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

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

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

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

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

3 Voting prohibitions

Resolution 6: In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment, on this Resolution if:

(a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and

(b) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

(c) the proxy is the Chair; and

(d) the appointment expressly authorises the Chair to exercise the proxy even though this Resolution is connected directly or indirectly with remuneration of a member of the Key Management Personnel.

BY ORDER OF THE BOARD

Jamie Byrde
Company Secretary
Killi Resources Limited

Dated: 15 July 2026

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Killi Resources Limited
ACN 647 322 790
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at The Quest Kings Park, 54 Kings Park Road, West Perth WA 6005 on Friday, 14th August 2026.

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

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

Section 2	Voting and attendance information
Section 3	Background to Resolutions
Section 4	Resolution 1 – Approval to issue Consideration Shares
Section 5	Resolution 2(a), (b) and (c) – Approval to issue Consultant Performance Rights
Section 6	Resolution 3(a) and (b) – Ratification of issue of Tranche 1 Placement Shares
Section 7	Resolution 4 – Approval to issue Tranche 2 Placement Shares
Section 8	Resolution 5 – Approval to issue Director Placement Shares
Section 9	Resolution 6 – Approval to issue Director Performance Rights
Schedule 1	Definitions
Schedule 2	Terms and Conditions of Consultant Performance Rights and Director Performance Rights
Schedule 3	Terms and Conditions of Consultant Performance Rights to be issued to Hamish Halliday
Schedule 4	Summary of material terms of the Plan
Schedule 5	Valuation of Director Performance Rights

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

2. Voting and attendance information

2.1 Voting in person

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

2.2 Voting by a corporation

A Shareholder that is a corporation may appoint an individual to act as its representative and vote in person at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

2.3 Voting by proxy

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

Please note that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Your proxy voting instruction must be received by 10:00am, Wednesday 12 August 2026 being not later than 48 hours before the commencement of the Meeting.

2.4 Chair's voting intentions

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

Subject to the following paragraph, if the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 6 even though this Resolution is connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

2.5 Submitting questions

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

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

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

3. Background to Resolutions

3.1 Acquisition

On 11 June 2026, the Company announced that it had entered into a binding share purchase agreement (**Acquisition Agreement**) to acquire 80% of the issued capital of Yukon Resources Pty Ltd (ACN 609 082 591) (**Yukon**), the holder of the Lodestone iron ore project (**Lodestone Project**), located in the Mid-West region of Western Australia (**Acquisition**).

The Company entered into the Acquisition Agreement with the shareholders of Yukon (**Sellers**). The Sellers comprise Stephen Parsons and his related entities (holding 45% of Yukon), Hamish Halliday and his related entities (holding 45% of Yukon) and Karen McLean and her related entities (holding 10% of Yukon).

The key terms of the Acquisition Agreement are as follows:

(a) (**Consideration**): The consideration payable by the Company to the Sellers for the Acquisition comprises:

  (i) 92,727,273 fully paid ordinary shares in the Company (**Consideration Shares**), having a total value of $20,400,000 based on a deemed issue price of $0.22 per Share; and

  (ii) a 2.5% gross revenue royalty over all production from the Lodestone Project.

  The Consideration Shares will be issued to the Sellers on completion subject to Shareholder approval under Listing Rule 7.1 (Resolution 1).

(b) (**Joint Venture**): Following completion, the parties will form an incorporated joint venture on the following terms:

  (i) Killi holding an 80% interest and the Sellers holding a 20% interest;

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(ii) the Sellers will be free carried until final investment decision;

(iii) the Company will be the manager of the joint venture and will have sole discretion over all exploration and development activities during the free carry period; and

(iv) following the free carry period, the parties must each fund expenditure on a pro-rata basis in proportion to their respective ownership interest in the Joint Venture (or have their interest diluted).

(c) (**Conditions Precedent**): Completion of the Acquisition is subject to the satisfaction or waiver of certain conditions precedent, the material of which include:

(i) the parties having obtained all approvals, consents or waivers of a third party which are necessary to implement the Acquisition;

(ii) the Company receiving Shareholder approval to issue the Consideration Shares and the Tranche 2 Placement Shares; and

(iii) the representations and warranties of each party remaining true and correct in all material respects at completion, and fulfilment of all pre-completion obligations.

If any of the Conditions Precedent are not satisfied or waived on or before 5:00pm (AWST) on 8 September 2026 (3 months from execution date), the Company may terminate the Acquisition Agreement by written notice to the Sellers.

The Acquisition Agreement otherwise contains terms and conditions considered standard for agreements of this nature.

3.2 Placement

In conjunction with the Acquisition, the Company has undertaken a placement to raise $15 million (before costs) through the issue of up to 68,181,818 Shares (**Placement Shares**) at an issue price of $0.22 per Share (**Placement**).

The Placement is comprised of two tranches as follows:

(a) **Tranche 1:** to raise approximately $10.8 million (before costs) via the issue of 49,073,583 Placement Shares (**Tranche 1 Placement Shares**) utilising the Company's available placement capacity, comprising:

(i) 29,444,150 Tranche 1 Placement Shares issued under Listing Rule 7.1 (the subject of Resolution 3(a)); and

(ii) 19,629,433 Tranche 1 Placement Shares issued under Listing Rule 7.1A (the subject of Resolution 3(b)); and

(b) **Tranche 2:** to raise approximately $4.2 million (before costs) via the issue of up to 19,108,235 Placement Shares (**Tranche 2 Placement Shares**), subject to Shareholder approval (the subject of Resolution 4), of which 909,090 Placement Shares (**Director Placement Shares**) are to be issued to Neville Power (the subject of Resolution 5).

Canaccord Genuity (Australia) Limited acted as lead manager and bookrunner to the Placement (**Lead Manager**). Argonaut Securities Pty Ltd acted as co-manager to the Placement.

Proceeds from the Placement will be applied towards:

(a) exploration and development at the Lodestone Project, including infill and extensional drilling, metallurgical test work, engineering studies and environmental approvals;

(b) continued exploration and development at the Company's existing projects, including drilling programs at the Mt Rawdon West Project, regional exploration at Ravenswood North, and the West Tanami Project;

(c) costs associated with the Acquisition (including repayment of Yukon shareholder loans) and the Placement; and

(d) corporate costs and general working capital.

The Placement is not conditional on the Acquisition completing. However, the Acquisition Agreement includes a condition precedent requiring Shareholder approval of the Tranche 2 Placement Shares. Accordingly, if the Acquisition does not complete, the Company will use all funds raised from the Placement towards exploration activities at its existing projects and future value-accretive acquisition opportunities.

4. Resolution 1 – Approval to issue Consideration Shares

4.1 General

A summary of the material terms and conditions of the Acquisition Agreement is set out in Section 3.1, including the agreement to issue the Consideration Shares to the Sellers at Completion, being 92,727,273 Shares at a deemed issue price of $0.22 each.

As at the date of this Notice, Completion has not occurred and the Consideration Shares have not yet been issued. It is expected that the outstanding Conditions Precedent will be satisfied or waived and Completion will occur following the Meeting.

Resolution 1 seeks Shareholder approval pursuant to Listing Rule 7.1 to approve the issue of the Consideration Shares.

4.2 Listing Rule 7.1

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

The effect of Shareholders passing Resolution 1 will be to allow the Company to issue the Consideration Shares and retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1, without the requirement to obtain prior Shareholder approval. The issue of 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 passed, the Company will be able to proceed with the issue of the Consideration Shares to the Sellers at Completion.

If Resolution 1 is not passed, the Company will not be able to proceed with the issue of the Consideration Shares and will not be able to proceed with the Acquisition.

4.3 Specific information required by Listing Rule 7.3

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

(a) The Consideration Shares will be issued to the Sellers (or their nominees). The Sellers are Stephen Parsons and his related entities (holding 45% of Yukon), Hamish Halliday and his related entities (holding 45% of Yukon) and Karen McLean and her related entities (holding 10% of Yukon). Hamish Halliday was appointed as a Director on 11 June 2026. The Consideration Shares will be issued to Hamish Halliday without Shareholder approval under Listing Rule 10.11

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in reliance on exception 12 of Listing Rule 10.12. Exception 12 provides that Listing Rule 10.11 does not apply to an issue of securities under an agreement to acquire a classified asset entered into before the person became a related party of the entity. The Acquisition Agreement was executed prior to Mr Halliday's appointment as a Director of the Company on 11 June 2026. Accordingly, the Company is not required to obtain Shareholder approval under Listing Rule 10.11 for the issue of Consideration Shares to Mr Halliday.

(b) A maximum of 92,727,273 Consideration Shares will be issued.

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

(d) The Consideration Shares will be issued on Completion and, in any event, no later than 3 months after the date of the Meeting.

(e) The Consideration Shares will be issued for nil cash consideration, as part consideration payable for the Acquisition under the terms of the Acquisition Agreement. Accordingly, no funds will be raised by the issue of the Consideration Shares.

(f) The material terms and conditions of the Acquisition Agreement are summarised in Section 3.1 above.

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

4.4 Additional information

Resolution 1 is an ordinary resolution.

The Board recommends Shareholders vote in favour of Resolution 1.

5. Resolution 2(a), (b) and (c) – Approval to issue Consultant Performance Rights

5.1 General

The Company has engaged two of the Sellers (Stephen Parsons and Hamish Halliday) and Michael Naylor as corporate consultants. In connection with their consultancy services, the Company intends to issue up to 53,000,000 Performance Rights (**Consultant Performance Rights**) to Stephen Parsons, Hamish Halliday and Michael Naylor in the proportions set out below:

Holder	Class A	Class B	Class C	Class D	Total
Stephen Parsons	3,333,333	3,333,333	3,333,334	10,000,000	**20,000,000**
Hamish Halliday	4,333,333	4,333,333	4,333,334	10,000,000	**23,000,000**
Michael Naylor	3,333,333	3,333,333	3,333,334	-	**10,000,000**
Total	**10.999,999**	**10.999,999**	**11,000,002**	**20,000,000**	**53,000,000**

The Company intends to issue the Consultant Performance Rights to Hamish Halliday without Shareholder approval under Listing Rule 10.11 in reliance on exception 12 of Listing Rule 10.12. Exception 12 provides that Listing Rule 10.11 does not apply to an issue of securities under an agreement to acquire a classified asset entered into before the person became a related party of the entity. The Company agreed to issue the Consultant Performance Rights prior to Mr Halliday's appointment as a Director of the Company on 11 June 2026. Accordingly, the Company is not required to obtain Shareholder approval under Listing Rule 10.11 for the issue of Consultant Performance Rights to Mr Halliday.

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Resolution 2(a), (b) and (c) seek Shareholder approval pursuant to Listing Rule 7.1 to approve the issue of the Consultant Performance Rights.

5.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 4.2 above.

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

If Resolution 2(a) is passed, the Company will be able to proceed with the issue of 20,000,000 Consultant Performance Rights to Stephen Parsons (or his nominees).

If Resolution 2(b) is passed, the Company will be able to proceed with the issue of 23,000,000 Consultant Performance Rights to Hamish Halliday (or his nominees).

If Resolution 2(c) is passed, the Company will be able to proceed with the issue of 10,000,000 Consultant Performance Rights to Michael Naylor (or his nominees).

If Resolution 2(a) is not passed, the Company will not be able to proceed with the issue of 20,000,000 Consultant Performance Rights and will have to consider alternative commercial means to pay Stephen Parsons for his consultancy services.

If Resolution 2(b) is not passed, the Company will not be able to proceed with the issue of 23,000,000 Consultant Performance Rights and will have to consider alternative commercial means to pay Hamish Halliday for his consultancy services.

If Resolution 2(c) is not passed, the Company will not be able to proceed with the issue of 10,000,000 Consultant Performance Rights and will have to consider alternative commercial means to pay Michael Naylor for its consultancy services.

5.3 Specific information required by Listing Rule 7.3

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

(a) The Consultant Performance Rights will be issued to Stephen Parsons, Hamish Halliday and Michael Naylor in the proportions set out in Section 5.1.

(b) A total of 53,000,000 Consultant Performance Rights will be issued.

(c) The Consultant Performance Rights will be issued to:

  (i) Stephen Parsons and Michael Naylor on the terms and conditions set out in Schedule 2; and

  (ii) Hamish Halliday on the terms and conditions set out in Schedule 3.

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

(e) The Consultant Performance Rights will be issued in return for consultancy services to be provided by the parties named in Section 5.3(a). Accordingly, no funds will be raised from the issue of the Consultant Performance Rights.

(f) There are no other material terms and conditions of the agreement to issue the Consultant Performance Rights.

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

5.4 Additional information

Resolution 2(a), (b) and (c) are each separate ordinary resolutions.

The Board (other than Hamish Halliday in respect of Resolution 2(b) who is abstaining due to his interest in the outcome of that Resolution) recommends that Shareholders vote in favour of Resolution 2(a), (b) and (c).

6. Resolution 3(a) and (b) – Ratification of issue of Tranche 1 Placement Shares

6.1 General

The background to the Placement, including the issue of the Tranche 1 Placement Shares, is set out in Section 3.2 above.

Resolution 3(a) and (b) seek the approval of Shareholders pursuant to Listing Rule 7.4 to ratify the issue of the Tranche 1 Placement Shares.

6.2 Listing Rules 7.1, 7.1A and 7.4

A summary of Listing Rule 7.1 is set out in Section 4.2 above.

Under Listing Rule 7.1A, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%. The Company obtained this approval at its 2025 annual general meeting held on 19 November 2025.

The issue of the Tranche 1 Placement Shares does not fit within any of the exceptions to Listing Rules 7.1 and 7.1A and, as it has not yet been approved by Shareholders, effectively uses up part of the Company's 15% placement capacity under Listing Rule 7.1 and 10% placement capacity under Listing Rule 7.1A. This reduces the Company's capacity to issue further Equity Securities without Shareholder approval under those Listing Rules for the 12-month period following the issue of the Tranche 1 Placement Shares.

Listing Rule 7.4 provides an exception to Listing Rules 7.1 and 7.1A. It provides that where a company in a general meeting ratifies a previous issue of securities made pursuant to Listing Rules 7.1 and 7.1A (and provided that the previous issue did not breach Listing Rules 7.1 and 7.1A), those securities will be deemed to have been made with shareholder approval for the purposes of Listing Rules 7.1 and 7.1A.

The effect of Shareholders passing Resolution 3(a) and (b) will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1 and 10% additional placement capacity set out in Listing Rule 7.1A, without the requirement to obtain prior Shareholder approval.

If Resolution 3(a) is passed, 29,444,150 Tranche 1 Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 3(a) is not passed, 29,444,150 Tranche 1 Placement Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 29,444,160 Equity Securities for the 12-month period following the issue of those Tranche 1 Placement Shares.

If Resolution 3(b) is passed, 19,629,433 Tranche 1 Placement Shares will be excluded in calculating the Company's 10% limit in Listing Rule 7.1A, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

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If Resolution 3(b) is not passed, 19,629,433 Tranche 1 Placement Shares will continue to be included in the Company's 10% limit under Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 19,629,433 Equity Securities for the 12-month period following the issue of those Tranche 1 Placement Shares (and assuming the Company's approval under Listing Rule 7.1A remains in force for this period).

6.3 Specific information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Tranche 1 Placement Shares:

(a) The Tranche 1 Placement Shares were issued to new and existing sophisticated and institutional investors, none of whom is a related party of the Company or a Material Investor (based on information known to the Company). The recipients of the Tranche 1 Placement Shares were identified through a bookbuild process, which involved the Company and the Lead Manager seeking expressions of interest to participate in the Placement from new and existing contacts of the Company.

(b) 49,073,583 Tranche 1 Placement Shares were issued under Listing Rules 7.1 and 7.1A in the following proportions:

   (i) 29,444,150 Tranche 1 Placement Shares issued under Listing Rule 7.1; and

   (ii) 19,629,433 Tranche 1 Placement Shares issued under Listing Rule 7.1A.

(c) The Tranche 1 Placement Shares are fully paid and rank equally in all respects with the Company's existing Shares on issue.

(d) The Tranche 1 Placement Shares were issued on 18 June 2026 at an issue price of $0.22 each.

(e) A summary of the intended use of funds raised from the Placement is set out in Section 3.2.

(f) There are no other material terms to the agreement for the subscription of the Tranche 1 Placement Shares.

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

6.4 Additional information

Resolution 3(a) and (b) are each separate ordinary resolutions.

The Board recommends that Shareholders vote in favour of Resolution 3(a) and (b).

7. Resolution 4 – Approval to issue Tranche 2 Placement Shares

7.1 General

The background to the Placement, including the issue of the Tranche 2 Placement Shares, is set out in Section 3.2 above.

Resolution 4 seeks the approval of Shareholders pursuant to Listing Rule 7.1 to approve the issue of the Tranche 2 Placement Shares.

7.2 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 4.2 above. The proposed issue of the Tranche 2 Placement Shares is subject to Shareholder approval under Listing Rule 7.1.

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If Resolution 4 is passed, the Company will be able to proceed with the issue of up to 19,108,235 Tranche 2 Placement Shares (noting that separate Shareholder approval is sought for the issue of Director Placement Shares under Resolution 5) and raise up to approximately $4.2 million (before costs). In addition, the issue of the Tranche 2 Placement 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 4 is not passed, the Company will not be able to proceed with the issue of the Tranche 2 Placement Shares and will not be able to proceed with the Acquisition.

7.3 Specific information required by Listing Rule 7.3

Pursuant to and in accordance with Listing Rule 7.3, the following information is provided in relation to the proposed issue of the Tranche 2 Placement Shares:

(a) The Tranche 2 Placement Shares will be issued to a number of new and existing sophisticated and professional investors. The recipients of the Tranche 2 Placement Shares were identified through a bookbuild process, which involved the Company and the Lead Manager seeking expressions of interest to participate in the Placement from new and existing contacts of the Company (**Tranche 2 Placement Participants**). Other than Neville Power, for whom separate Shareholder approval is being sought (refer to Resolution 5), the Tranche 2 Placement Shares will not be issued to any related party of the Company or Material Investor.

(b) The maximum number of Tranche 2 Placement Shares that the Company may issue under the Tranche 2 Placement is up to 19,108,235 Shares, intended to comprise 18,199,145 Tranche 2 Placement Shares to be issued to investors unrelated to the Company the subject of this Resolution 4 and 909,090 Director Placement Shares to be issued to Neville Power the subject of Resolution 5. If Resolution 5 is not passed, the Company will seek to issue those Tranche 2 Placement Shares to unrelated investors under the Tranche 2 Placement pursuant to this Resolution 4 instead.

(c) The Tranche 2 Placement Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the Company's existing Shares on issue.

(d) The Tranche 2 Placement Shares will be issued no later than 3 months after the date of the Meeting.

(e) The Tranche 2 Placement Shares will be issued at an issue price of $0.22 each, being the same price at which the Tranche 1 Placement Shares were issued.

(f) A summary of the intended use of funds raised from the Placement is set out in Section 3.2 above.

(g) There are no other material terms to the agreement for the issue of the Tranche 2 Placement Shares.

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

7.4 Additional information

Resolution 4 is an ordinary resolution.

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

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8. Resolution 5 – Approval to issue Director Placement Shares

8.1 General

The background to the Placement, including the proposed issue of Director Placement Shares (which form part of the Tranche 2 Placement Shares), is set out in Section 3.2 above.

Neville Power has committed a total of $200,000 under the Placement.

Resolution 5 seeks the approval of Shareholders pursuant to Listing Rule 10.11 for the issue of 909,090 Director Placement Shares to Neville Power (or his nominee/s).

8.2 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 any of the following persons without the approval of Shareholders:

(a) a related party (Listing Rule 10.11.1);

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

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

(d) an associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (Listing Rule 10.11.4); or

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

Neville Power is a related party of the Company by virtue of being a Director.

Shareholder approval pursuant to Listing Rule 10.11 is therefore required unless an exception applies. It is the view of the Board that the exceptions set out in Listing Rule 10.12 do not apply in the current circumstances.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Placement Shares as approval is being obtained under Listing Rule 10.11. Accordingly, the issue of the Director Placement Shares will not be included in the Company's 15% placement capacity pursuant to Listing Rule 7.1.

The effect of Shareholders passing Resolution 5 will be to allow the Company to issue the Director Placement Shares, to raise $200,000 (before costs) under Tranche 2 of the Placement.

If Resolution 5 is not passed, the Company will not be able to proceed with the issue of the Director Placement Shares to Neville Power and the Company will seek to issue those Tranche 2 Placement Shares to other unrelated party investors under the Tranche 2 Placement instead (in accordance with the Shareholder approval under Resolution 4 (if passed)), as necessary.

8.3 Specific information required by Listing Rule 10.13

Pursuant to and in accordance with Listing Rule 10.13, the following information is provided in relation to the proposed issue of the Director Placement Shares:

(a) The Director Placement Shares will be issued to Neville Power (or his nominee/s), as set out in

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Section 8.1 above.

(b) Neville Power falls into the category stipulated by Listing Rule 10.11.1 by virtue of being a Director. In the event the Director Placement Shares are issued to a nominee of Neville Power, that nominee will fall into the category stipulated by Listing Rule 10.11.4.

(c) A maximum of 909,090 Director Placement Shares will be issued.

(d) The Director Placement Shares will be fully paid and rank equally in all respects with the Company's existing Shares on issue.

(e) The Director Placement Shares will be issued no later than 1 month after the date of the Meeting.

(f) The Director Placement Shares will be issued at a price of $0.22 each, being the same as those Placement Shares issued to non-related party participants in the Placement.

(g) A summary of the intended use of funds raised from the Placement is set out in Section 3.2 above.

(h) The proposed issue of the Director Placement Shares is not intended to remunerate or incentivise Neville Power.

(i) There are no other material terms to the proposed issue of the Director Placement Shares.

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

8.4 Chapter 2E of the Corporations Act

In accordance with Chapter 2E of the Corporations Act, in order to give a financial benefit to a related party, the Company must:

(a) obtain Shareholder approval in the manner set out in sections 217 to 227 of the Corporations Act;

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

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

The proposed issue of the Director Placement Shares constitutes giving a financial benefit to a related party of the Company.

The Board considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of the Director Placement Shares because the Director Placement Shares will be issued on the same terms as those Shares issued to non-related party participants in the Placement and as such the giving of the financial benefit is on arm's length terms.

8.5 Additional information

Resolution 5 is an ordinary resolution.

The Board (with Neville Power abstaining due to his personal interest in the outcome of the Resolution) recommends that Shareholders vote in favour of Resolution 5.

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9. Resolution 6 – Approval to issue Director Performance Rights

9.1 General

The Company proposes to issue up to 17,000,000 Performance Rights (**Director Performance Rights**) to Neville Power (or his nominee/s) as an incentive in connection with his role as Non-Executive Chairman of the Company, in the proportions set out below:

Holder	Class A	Class B	Class C	Class D	Total
Neville Power	5,666,666	5,666,667	5,666,667	-	**17,000,000**

Resolution 6 seeks the approval of Shareholders pursuant to Listing Rule 10.14 to approve the issue of the Director Performance Rights to Neville Power (or his nominee/s) under the Plan.

9.2 Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire Equity Securities under an employee incentive scheme without the approval of its Shareholders:

(a) a director of the entity (Listing Rule 10.14.1);

(b) an associate of a person referred to in Listing Rule 10.14.1 (Listing Rule 10.14.2); and

(c) a person whose relationship with the entity or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by Shareholders (Listing Rule 10.14.3).

Neville Power is a Director and therefore falls within the category stipulated by Listing Rule 10.14.1.

Approval pursuant to Listing Rule 7.1 is not required for the issue of the Director Performance Rights as approval is being obtained under Listing Rule 10.14. Accordingly, the issue of the Director Performance Rights to Neville Power (or his nominee/s) will not be included in the Company's 15% annual placement capacity in Listing Rule 7.1 or the maximum permitted number of Equity Securities issued under Listing Rule 7.2, exception 13(b).

The effect of Shareholders passing Resolution 6 will be to allow the Company to issue the Director Performance Rights to Neville Power.

If Resolution 6 is not passed, the Company will not be able to proceed with the issue of the Director Performance Rights.

9.3 Specific information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to the proposed issue of the Director Performance Rights:

(a) The Director Performance Rights will be issued under the Plan to Neville Power (or his nominee/s).

(b) Neville Power falls into the category stipulated by Listing Rule 10.14.1 by virtue of being a Director of the Company. In the event the Director Performance Rights are issued to a nominee of Neville Power, that nominee will fall into the category stipulated by Listing Rule 10.14.2.

(c) A maximum of 17,000,000 Director Performance Rights will be issued to Neville Power (or his nominee/s) in the proportions set out in Section 9.1 above.

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(d) The current total annual remuneration package for Neville Power is $120,000 inclusive of superannuation).

(e) The Company previously issued 7,000,000 Performance Rights to Neville Power on 27 March 2026 for nil acquisition price.

(f) The Director Performance Rights will be issued on the terms and conditions set out in Schedule 2.

(g) The Board considers that Performance Rights, rather than Shares, are an appropriate form of incentive for Neville Power because they reward him for achievement of sustained growth in the value of the Company and align his interests with those of Shareholders. Additionally, the issue of Performance Rights instead of cash is a prudent means of rewarding and incentivising Neville Power whilst conserving the Company's available cash reserves.

(h) The Company's valuation of the Director Performance Rights is in Schedule 5 and summarised as follows:

Class	No of Performance Rights	Total value of Performance Rights
A	5,666,666	**$977,760**
B	5,666,667	**$1,105,000**
C	5,666,667	**$1,105,000**

(i) The Director Performance Rights will be issued to Neville Power (or his nominee/s) as soon as practicable following the Meeting and in any event not later than 3 years after the date of the Meeting.

(j) The Director Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to Neville Power's remuneration package.

(k) A summary of the material terms of the Plan is in Schedule 4.

(l) No loan will be provided to Neville Power in relation to the issue of the Director Performance Rights.

(m) Details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14.

(n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after this Resolution is approved and who were not named in the Notice will not participate until approval is obtained under Listing Rule 10.14.

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

9.4 Additional information

Resolution 6 is an ordinary resolution.

The Board (with Neville Power abstaining due to his personal interest in the outcome of the Resolution) recommends that Shareholders vote in favour of Resolution 6.

Schedule 1 Definitions

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

$ or A$	means Australian Dollars.
Acquisition	has the meaning given in Section 3.1.
Acquisition Agreement	has the meaning given in Section 3.1.
ASX	means ASX Limited (ACN 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
AWST	means Australian Western Standard Time, being the time in Perth, Western Australia.
Board	means the board of Directors.
Business Days	means a day on which banks are open for business in Perth, Western Australia, other than a Saturday, Sunday or public holiday.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	has the meaning given in section 9 of the Corporations Act.
Company	means Killi Resources Limited (ACN 647 322 790).
Completion	means completion under the Acquisition Agreement.
Consideration Shares	has the meaning given in Section 3.1.
Constitution	means the constitution of the Company, as amended.
Consultant Performance Rights	has the meaning given in Section 5.1.
Corporations Act	means the *Corporations Act 2001* (Cth), as amended.
Director	means a director of the Company.
Director Performance Rights	has the meaning given in Section 9.1.
Director Placement Shares	means the 909,090 Shares to be issued to Neville Power (or his nominee/s) under Tranche 2 of the Placement, as described in Section 8.1.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

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Lead Manager	means Canaccord Genuity (Australia) Limited ACN 075 071 466.
Listing Rules	means the listing rules of ASX.
Lodestone Project	has the meaning given in Section 3.1.
Material Investor	means, in relation to the Company: (a) a related party; (b) Key Management Personnel; (c) a substantial Shareholder; (d) an advisor; or (e) an associate of the above, who received or will receive Securities in the Company which constitute more than 1% of the Company's capital structure at the time of issue.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Notice	means this notice of general meeting.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.
Placement	has the meaning given in Section 3.2.
Placement Shares	has the meaning given in Section 3.2.
Plan	means the Company's employee securities incentive plan.
Proxy Form	means the proxy form made available with the Notice.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Securities	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
Sellers	has the meaning given in Section 3.1.
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
Tranche 1 Placement Shares	has the meaning given in Section 3.2.
Tranche 2 Placement Participants	has the meaning given in Section 7.3(a).
Tranche 2 Placement Shares	has the meaning given in Section 3.2.
Yukon	has the meaning given in Section 3.1.

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Schedule 2 Terms and Conditions of Consultant Performance Rights and Director Performance Rights

The Consultant Performance Rights (other than the Consultant Performance Rights to be issued to Hamish Halliday) and Director Performance Rights (in this Schedule, referred to as **Performance Rights**) are subject to the following terms and conditions:

1. (**Entitlement**): Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**) or the payment of cash at the Board's discretion.

2. (**Issue Price**): The Performance Rights are issued for nil cash consideration.

3. (**Vesting Conditions**): Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (**Vesting Conditions**) specified below:

Class	Number of Performance Rights	Vesting Conditions
A	12,333,332	KLI Shares achieving a 20-day VWAP of $0.44 or higher and KLI announcing that it has completed at least 20,000 meters of drilling at the Lodestone Project.
B	12,333,333	KLI announcing a Mineral Resource Estimate of 200Mt at greater than or equal to 25% mass recovery.
C	12,333,335	KLI announcing a positive economic study (being a scoping study, Preliminary Feasibility Study or Definitive Feasibility Study) for the Lodestone Project which demonstrates, on the base-case assumptions, a positive Net Present Value and a positive Internal Rate of Return.
D	10,000,000	KLI announcing a Definitive Feasibility Study for the Lodestone Project which demonstrates, on the DFS base-case assumptions, a positive Net Present Value and a positive Internal Rate of Return.

4. (**Vesting**): Subject to the satisfaction of a Vesting Condition, the Company will notify the holder in writing (**Vesting Notice**) within 5 Business Days of becoming aware that the relevant Vesting Condition has been satisfied. The holder is not required to be an Eligible Participant under the Plan upon the Vesting Condition being satisfied or upon exercise of the Performance Rights.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5:00pm (AWST) on the date which is 5 years after the date of issue of the Performance Rights unless they expire and lapse earlier in accordance with the terms of the Plan (**Expiry Date**).

6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Performance Rights by delivering a signed Notice of Exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.

7. (**Election to pay cash**): When the Company receives a signed notice of exercise, the Company will notify the holder within 7 days of receipt as to the Board's election to satisfy the exercise of Performance Rights by the issue of Shares or the payment of cash. If the Performance Rights are satisfied by the payment of cash, the amount of cash payable will be calculated based on the volume weighted average price of the Company's Shares over the 20-trading day period immediately preceding the date of receipt of the notice of exercise and paid within 2 months of receipt of the notice of exercise.

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8. (**Issue of Shares**):): Where the Board elects to satisfy the exercise of the Performance Rights by way of issue of Shares in accordance with clause 7, as soon as practicable after the valid exercise of a vested Performance Right, the Company will:

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

(b) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;

(c) if required, and subject to clause 9, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

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

9. (**Restrictions on transfer of Shares**): If the Company is required to but unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

10. (**Change of Control**): On the occurrence of a Change of Control, all unvested Performance Rights will immediately vest.

Where:
"**Change of Control**" means in respect of the Company:

(e) a court approval of a merger or acquisition by way of a scheme of arrangement but shall not include a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return of the issued capital of the Company); or

(f) a Takeover Bid:

(i) is announced;

(ii) has become unconditional; and

(iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the shares.

"**Takeover Bid**" has the meaning given to that term in the Corporations Act.

"**Relevant Interest**" has the meaning given to that term in the Corporations Act.

11. (**Ranking**): All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.

12. (**Transferability of the Performance Rights**): The Performance Rights are not transferable, except in exceptional circumstances with the prior written approval of the Board at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.

13. (**Dividend rights**): A Performance Right does not entitle the holder to any dividends.

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14. (**Voting rights**): A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.

15. (**Quotation of the Performance Rights**): The Company will not apply for quotation of the Performance Rights on any securities exchange.

16. (**Adjustments for reorganisation**): If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.

17. (**Entitlements and bonus issues**): Subject to the rights under clause 18, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

18. (**Bonus issues**): If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.

19. (**Return of capital rights**): The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

20. (**Rights on winding up**): The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

21. (**Takeovers prohibition**):

    (a) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (b) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.

22. (**No other rights**): A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

23. (**Amendments required by ASX**): The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.

24. (**Plan**): The Performance Rights are issued pursuant to and are subject to the Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.

25. (**Constitution**): Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

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Schedule 3 Terms and Conditions of Consultant Performance Rights to be issued to Hamish Halliday

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The Consultant Performance Rights to be issued to Hamish Halliday (in this Schedule, referred to as **Performance Rights**) are subject to the following terms and conditions:

1. (**Entitlement**): Subject to the terms and conditions set out below, each Performance Right, once vested, entitles the holder to the issue of one fully paid ordinary share in the capital of the Company (**Share**) or the payment of cash at the Board's discretion.

2. (**Issue Price**): The Performance Rights are issued for nil cash consideration.

3. (**Vesting Conditions**): Subject to the terms and conditions set out below, the Performance Rights will have the vesting conditions (**Vesting Conditions**) specified below:

Class	Number of Performance Rights	Vesting Conditions
A	4,333,333	KLI Shares achieving a 20-day VWAP of $0.44 or higher and KLI announcing that it has completed at least 20,000 meters of drilling at the Lodestone Project.
B	4,333,333	KLI announcing a Mineral Resource Estimate of 200Mt at greater than or equal to 25% mass recovery.
C	4,333,334	KLI announcing a positive economic study (being a scoping study, Preliminary Feasibility Study or Definitive Feasibility Study) for the Lodestone Project which demonstrates, on the base-case assumptions, a positive Net Present Value and a positive Internal Rate of Return.
D	10,000,000	KLI announcing a Definitive Feasibility Study for the Lodestone Project which demonstrates, on the DFS base-case assumptions, a positive Net Present Value and a positive Internal Rate of Return.

4. (**Vesting**): Subject to the satisfaction of a Vesting Condition, the Company will notify the holder in writing (**Vesting Notice**) within 5 Business Days of becoming aware that the relevant Vesting Condition has been satisfied. The holder is not required to remain engaged by the Company in order for the Vesting Condition to be satisfied or upon exercise of the Performance Rights.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5:00pm (AWST) on the date which is 5 years after the date of issue of the Performance Rights (**Expiry Date**).

6. (**Exercise**): At any time between receipt of a Vesting Notice and the Expiry Date (as defined in clause 5 above), the holder may apply to exercise Performance Rights by delivering a signed Notice of Exercise to the Company Secretary. The holder is not required to pay a fee to exercise the Performance Rights.

7. (**Election to pay cash**): When the Company receives a signed notice of exercise, the Company will notify the holder within 7 days of receipt as to the Board's election to satisfy the exercise of Performance Rights by the issue of Shares or the payment of cash. If the Performance Rights are satisfied by the payment of cash, the amount of cash payable will be calculated based on the volume weighted average price of the Company's Shares over the 20-trading day period immediately preceding the date of receipt of the notice of exercise and paid within 2 months of receipt of the notice of exercise.

8. (**Issue of Shares**): Where the Board elects to satisfy the exercise of the Performance Rights by way of issue of Shares in accordance with clause 7, as soon as practicable after the valid exercise of a vested Performance Right, the Company will:

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

   (d) issue a substitute Certificate for any remaining unexercised Performance Rights held by the holder;

   (e) if required, and subject to clause 9, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

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

9. (**Restrictions on transfer of Shares**): If the Company is required to but unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or such a notice for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, Shares issued on exercise of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act. The Company is authorised by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

10. (**Change of Control**): On the occurrence of a Change of Control, all unvested Performance Rights will immediately vest.

    Where:
    "**Change of Control**" means in respect of the Company:

    (g) a court approval of a merger or acquisition by way of a scheme of arrangement but shall not include a merger by way of scheme of arrangement for the purposes of a corporate restructure (including change of domicile, consolidation, sub-division, reduction or return of the issued capital of the Company); or

    (h) a Takeover Bid:

       (i) is announced;

       (ii) has become unconditional; and

       (iii) the person making the Takeover Bid has a Relevant Interest in 50% or more of the shares.

    "**Takeover Bid**" has the meaning given to that term in the Corporations Act.

    "**Relevant Interest**" has the meaning given to that term in the Corporations Act.

11. (**Ranking**): All Shares issued upon the conversion of Performance Rights will upon issue rank equally in all respects with other Shares.

12. (**Transferability of the Performance Rights**): The Performance Rights are not transferable, except in exceptional circumstances with the prior written approval of the Board at its sole discretion and subject to compliance with the Corporations Act and Listing Rules.

13. (**Dividend rights**): A Performance Right does not entitle the holder to any dividends.

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14. (**Voting rights**): A Performance Right does not entitle the holder to vote on any resolutions proposed at a general meeting of the Company, subject to any voting rights provided under the Corporations Act or the ASX Listing Rules where such rights cannot be excluded by these terms.

15. (**Quotation of the Performance Rights**): The Company will not apply for quotation of the Performance Rights on any securities exchange.

16. (**Adjustments for reorganisation**): If there is any reorganisation of the issued share capital of the Company, the rights of the Performance Rights holder will be varied in accordance with the Listing Rules.

17. (**Entitlements and bonus issues**): Subject to the rights under clause 18, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

18. (**Bonus issues**): If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment), the number of Shares which must be issued on the exercise of a vested Performance Right will be increased by the number of Shares which the holder would have received if the holder had exercised the Performance Right before the record date for the bonus issue.

19. (**Return of capital rights**): The Performance Rights do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.

20. (**Rights on winding up**): The Performance Rights have no right to participate in the surplus profits or assets of the Company upon a winding up of the Company.

21. (**Takeovers prohibition**):

    (i) the issue of Shares on exercise of the Performance Rights is subject to and conditional upon the issue of the relevant Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and

    (j) the Company will not be required to seek the approval of its members for the purposes of item 7 of section 611 of the Corporations Act to permit the issue of any Shares on exercise of the Performance Rights.

22. (**No other rights**): A Performance Right does not give a holder any rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.

23. (**Amendments required by ASX**): The terms of the Performance Rights may be amended as considered necessary by the Board in order to comply with the ASX Listing Rules, or any directions of ASX regarding the terms provided that, subject to compliance with the Listing Rules, following such amendment, the economic and other rights of the holder are not diminished or terminated.

24. (**Constitution**): Upon the issue of the Shares on exercise of the Performance Rights, the holder will be bound by the Company's Constitution.

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Schedule 4 Summary of material terms of the Plan

A summary of the material terms and conditions of the Plan is set out below:

(a) (**Eligible Participant**): A person is eligible to participate in the Plan (**Eligible Participant**) if they have been determined by the Board to be eligible to participate in the Plan from time to time and are an "ESS participant" (as that term is defined in Division 1A) in relation to the Company or an associated entity of the Company. This relevantly includes, amongst others:

   (i) an employee or director of the Company or an individual who provides services to the Company;

   (ii) an employee or director of an associated entity of the Company or an individual who provides services to such an associated entity;

   (iii) a prospective person to whom paragraphs (i) or (ii) apply;

   (iv) a person prescribed by the relevant regulations for such purposes; or

   (v) certain related persons on behalf of the participants described in paragraphs (i) to (iv) (inclusive).

(b) (**Maximum allocation**): The Company must not make an offer of Securities under the Plan in respect of which monetary consideration is payable (either upfront, or on exercise of convertible securities) where:

   (i) the total number of Plan Shares (as defined in paragraph (m) below) that may be issued or acquired upon exercise of the convertible securities offered; plus

   (ii) the total number of Plan Shares issued or that may be issued as a result of offers made under the Plan at any time during the previous 3 year period,

   would exceed 5% of the total number of Shares on issue at the date of the offer or such other limit as may be specified by the relevant regulations or the Company's Constitution from time to time.

   The Company will require prior Shareholder approval for the acquisition of equity securities under the Plan to Directors, their associates and any other person whose relationship with the Company or a Director or a Director's associate is such that, in ASX's opinion, the acquisition should be approved by Shareholders. The issue of Securities with Shareholder approval will not count towards the ASX Limit.

(c) (**Purpose**): The purpose of the Plan is to:

   (i) assist in the reward, retention and motivation of Eligible Participants;

   (ii) link the reward of Eligible Participants to Shareholder value creation; and

   (iii) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Securities.

(d) (**Plan administration**): The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its sole and absolute discretion, subject to compliance with applicable laws and the Listing Rules. The Board may delegate its powers and discretion.

(e) (**Eligibility, invitation and application**): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an invitation to that Eligible Participant to apply for Securities on such terms and conditions as the Board decides. An invitation issued under the Plan will comply with the disclosure obligations pursuant to Division 1A.

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On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation.

A waiting period of at least 14 days will apply to acquisitions of Securities for monetary consideration as required by the provisions of Division 1A.

(f) (**Grant of Securities**): The Company will, to the extent that it has accepted a duly completed application, grant the successful applicant (**Participant**) the relevant number of Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.

(g) (**Terms of Convertible Securities**): Each 'Convertible Security' represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan.

Prior to a Convertible Security being exercised a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security by virtue of holding the Convertible Security. A Participant may not sell, assign, transfer, grant a security interest over or otherwise deal with a Convertible Security that has been granted to them. A Participant must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.

(h) (**Vesting of Convertible Securities**): Any vesting conditions applicable to the grant of Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that Convertible Security will lapse.

(i) (**Exercise of Convertible Securities and cashless exercise**): To exercise a Convertible Security, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Convertible Securities (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

At the time of exercise of the Convertible Securities, and subject to Board approval, the Participant may elect not to be required to provide payment of the exercise price for the number of Convertible Securities specified in a notice of exercise, but that on exercise of those Convertible Securities the Company will transfer or issue to the Participant that number of Shares equal in value to the positive difference between the Market Value of the Shares at the time of exercise and the exercise price that would otherwise be payable to exercise those Convertible Securities.

Market Value means, at any given date, the volume weighted average price per Share traded on the ASX over the 5 trading days immediately preceding that given date, unless otherwise specified in an invitation.

A Convertible Security may not be exercised unless and until that Convertible Security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.

(j) (**Delivery of Shares on exercise of Convertible Securities**): As soon as practicable after the valid exercise of a Convertible Security by a Participant, the Company will issue or cause to be transferred to that Participant the number of Shares to which the Participant is entitled under the Plan rules and issue a substitute certificate for any remaining unexercised Convertible Securities held by that Participant.

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(k) (**Forfeiture of Convertible Securities**): Where a Participant who holds Convertible Securities ceases to be an Eligible Participant or becomes insolvent, all unvested Convertible Securities will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Convertible Securities to vest.

Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Convertible Securities held by that Participant to have been forfeited.

Unless the Board otherwise determines, or as otherwise set out in the Plan rules:

(i) any Convertible Securities which have not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable vesting conditions have not been met or cannot be met by the relevant date; and

(ii) any Convertible Securities which have not yet vested will be automatically forfeited on the expiry date specified in the invitation.

(l) (**Change of control**): If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the change of control event.

(m) (**Rights attaching to Plan Shares**): All Shares issued under the Plan, or issued or transferred to a Participant upon the valid exercise of a Convertible Security, (**Plan Shares**) will rank pari passu in all respects with the Shares of the same class. A Participant will be entitled to any dividends declared and distributed by the Company on the Plan Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Plan Shares. A Participant may exercise any voting rights attaching to Plan Shares.

(n) (**Disposal restrictions on Securities**): If the invitation provides that any Plan Shares or Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure the compliance by the Participant with this restriction.

(o) (**Adjustment of Convertible Securities**): If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of each Participant holding Convertible Securities will be changed to the extent necessary to comply with the Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.

If Shares are issued by the Company by way of bonus issue (other than an issue in lieu of dividends or by way of dividend reinvestment), the holder of Convertible Securities is entitled, upon exercise of the Convertible Securities, to receive an allotment of as many additional Shares as would have been issued to the holder if the holder held Shares equal in number to the Shares in respect of which the Convertible Securities are exercised.

Unless otherwise determined by the Board, a holder of Convertible Securities does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.

(p) (**Participation in new issues**): There are no participation rights or entitlements inherent in the Convertible Securities and holders are not entitled to participate in any new issue of Shares of the Company during the currency of the Convertible Securities without exercising the Convertible Securities.

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(q) (**Amendment of Plan**): Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

No amendment to any provision of the Plan rules may be made if the amendment materially reduces the rights of any Participant as they existed before the date of the amendment, other than an amendment introduced primarily for the purpose of complying with legislation or to correct manifest error or mistake, amongst other things, or is agreed to in writing by all Participants.

(r) (**Plan duration**): The Plan continues in operation until the Board decides to end it. The Board may from time to time suspend the operation of the Plan for a fixed period or indefinitely, and may end any suspension. If the Plan is terminated or suspended for any reason, that termination or suspension must not prejudice the accrued rights of the Participants.

If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.

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Schedule 5 Valuation of Director Performance Rights

The Director Performance Rights have been valued using a Monte Carlo and Black Scholes valuation methodology undertaken by Stantons Corporate Finance Pty Ltd as follows:

	Class A	Class B	Class C
Methodology	Monte Carlo	Black Scholes	Black Scholes
Iterations	100,000	n/a	n/a
Assumed grant date	1 July 2026	1 July 2026	1 July 2026
Expiry date	1 July 2031	1 July 2031	1 July 2031
Share price at assumed grant date ($)	0.195	0.195	0.195
VWAP hurdle ($)	0.440	n/a	n/a
Exercise price ($)	nil	nil	nil
Risk-free rate (%)	4.356	4.356	4.356
Volatility (%)	100	100	100
Dividend yield ($)	nil	nil	nil
Value per Option (rounded) ($)	**0.1725**	**0.1950**	**0.1950**
Number	5,666,666	5,666,667	5,666,667
Total value ($)	**977,760**	**1,105,000**	**1,105,000**

Proxy Voting Form

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

Killi Resources Limited | ABN 35 647 322 790

Your proxy voting instruction must be received by **10:00am (AWST) on Wednesday, 12 August 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 - APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

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

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

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

BY MAIL:
Automic
GPO Box 5193
Sydney NSW 2001

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

BY EMAIL:
meetings@automicgroup.com.au

BY FACSIMILE:
+61 2 8583 3040

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

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

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STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the General Meeting of Killi Resources Limited, to be held at **10:00am (AWST) on Friday, 14 August 2026 at The Quest Kings Park 54 Kings Park Road West Perth WA 6005** hereby:

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

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

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

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolution 6 (except where I/we have indicated a different voting intention below) even though Resolution 6 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

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STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1	Approval to issue Consideration Shares			
2a	Approval to issue Consultant Performance Rights to Stephen Parsons			
2b	Approval to issue Consultant Performance Rights to Hamish Halliday			
2c	Approval to issue Consultant Performance Rights to Michael Naylor			
3a	Ratification of issue of Tranche 1 Placement Shares under Listing Rule 7.1			
3b	Ratification of issue of Tranche 1 Placement Shares under Listing Rule 7.1A			
4	Approval to issue Tranche 2 Placement Shares			
5	Approval to issue Director Placement Shares			
6	Approval to issue Director Performance Rights			

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

STEP 3 – Signatures and contact details

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

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY)

/ /

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

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15 July 2026

Dear Shareholder,

KILLI RESOURCES LIMITED –GENERAL MEETING

Killi Resources Limited ACN 647 322 790 (Killi or the Company) advises that its General Meeting of Shareholders will be held in person at The Quest Kings Park, 54 Kings Park Road, West Perth, WA 6005 on Friday, 14 August 2026 at 10:00AM (AWST) (**Meeting**).

Notice of Meeting

The Notice of Meeting and Explanatory Memorandum (**Notice**) for the Meeting is available online and can be viewed and downloaded by shareholders of the Company (**Shareholders**) from Killi's website at https://killi.com.au/ or the Company's ASX market announcements platform at www.asx.com.au (ASX: KLI).

Please note, in accordance with the *Corporations Amendment (Meetings & Documents) Act 2022 (Cth)* Shareholders will not be sent a hard copy of the Notice unless Shareholders have already notified the Company that they wish to receive documents such as the Notice in hard copy. If you have any difficulties obtaining a copy of the Notice, please contact the Company's Share Registry, Automic Registry Services, at meetings@automicgroup.com.au.

Proxy Form

A Proxy Form in relation to the Meeting is included with this letter. Voting on the resolutions at the Meeting is important and Shareholders who are unable to attend the Meeting in person are encouraged to exercise their voting rights by completing and returning the enclosed Proxy Form. Please refer to the full Notice for further important information.

Completed proxy forms must be returned to and received by the Company's Share Registry, Automic Registry Services, by 10:00AM (WST) on Wednesday, 12 August 2026, by following the lodgement instructions on the proxy form.

Shareholder queries in relation to the Meeting

Shareholders can contact the Company Secretary with any questions prior to the meeting on +61 8 6385 7960 between 8:30am and 5:00pm (WST) Monday to Friday or via email at jamie@killi.com.au . Copies of all Meeting related material including the Notice are available to download from Killi's website and the Company's ASX market announcements platform.

In the event it is necessary or appropriate for the Company to make alternative arrangements for the Meeting, information will be provided to Shareholders via the ASX and Killi 's website.

Authorised for and on behalf of the Board.

Jamie Byrde
Company Secretary