



Fin Resources Limited (ABN 25 009 121 644)
General Meeting – Notice and Proxy Form

Dear Shareholder

A General Meeting (**Meeting**) of shareholders of Fin Resources Limited (ABN 25 009 121 644) (**Company**) will be held at Level 1, 35 Richardson St, West Perth WA 6005 on Tuesday, 30 December 2025 at 10:00am (WST).

As permitted by the Corporations Act, the Company will not be sending hard copies of the Notice of Meeting (**Notice**) to shareholders unless a shareholder has previously requested a hard copy.

A copy of the Meeting documents can be viewed and downloaded online as follows:

- (a) On the Company's website at <https://www.finresources.com.au>; or
- (b) On the Company's ASX market announcements page (ASX: FIN).

You may vote by attending the Meeting in person, by proxy or by appointing an authorised representative. The **Company strongly encourages shareholders to lodge a directed proxy form prior to the meeting** in person, by post or by facsimile. Questions should also be submitted in advance of the Meeting as this will provide management with the best opportunity to prepare for the Meeting, for example by preparing answers in advance to Shareholders questions. However, questions may also be raised during the Meeting.

Your proxy form must be received by 10:00am (WST) on Sunday, 28 December 2025, being not less than 48 hours before the commencement of the Meeting. Any proxy forms received after that time will not be valid for the Meeting. Instructions for how to lodge the proxy form are set out in the Notice. To lodge your vote electronically please visit www.investorvote.com.au (Control Number: **188498**).

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice. In order to receive electronic communications from the Company in the future, please update your Shareholder details online at <http://www.investorcentre.com>. Select 'Login' for existing users and enter your User ID and password (New users select 'Register now' and follow the prompts).

The Company will notify Shareholders via the Company's website at www.finresources.com.au and the Company's ASX Announcement Platform at www2.asx.com.au (ASX:FIN) if changing circumstances impact the planning or arrangement of the Meeting.

If you have any difficulties obtaining a copy of the Notice, please contact the Company Secretary at info@finresources.com.au.

This announcement is authorised for market release by the Company Secretary of Fin Resources Limited.

Yours sincerely,

Aaron Bertolatti
Company Secretary
Fin Resources Limited

35 Richardson Street
West Perth WA 6005
info@finresources.com.au
www.finresources.com.au



Fin Resources Limited

ABN 25 009 121 644

NOTICE OF GENERAL MEETING AND EXPLANATORY MEMORANDUM TO SHAREHOLDERS

Date of Meeting

Tuesday, 30 December 2025

Time of Meeting

10:00am (AWST)

Place of Meeting

First Floor, 35 Richardson Street, West Perth WA 6005

A Proxy Form is enclosed or has otherwise been provided to you

Please read this Notice and Explanatory Memorandum carefully.

If you are unable to attend the General Meeting please complete and return the Proxy Form in accordance with the specified directions.

Fin Resources Limited

ABN 25 009 121 644

NOTICE OF GENERAL MEETING

Notice is given that the General Meeting of Shareholders of Fin Resources Limited ABN 25 009 121 644 will be held at First Floor, 35 Richardson Street, West Perth WA 6005 on Tuesday, 30 December 2025 at 10:00am (AWST) for the purpose of transacting the following business referred to in this Notice of General Meeting.

The Company will update Shareholders if changing circumstances will impact the planning or arrangements for the Meeting by way of announcement on ASX and the details will also be made available on our website at finresources.com.au.

AGENDA

1 Resolution 1 – Proposed Issue of Consideration Shares to Seller

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, subject to the passing of Resolution 2, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of 30,000,000 Consideration Shares at a deemed issue price of A\$0.005 per Share to Stockworks Gold Inc. in part consideration for the Transaction, on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Stockworks Gold Inc. and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

2 Resolution 2 – Proposed Issue of Consideration Performance Rights to Seller

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, subject to the passing of Resolution 1, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of A\$450,000 worth of Consideration Performance Rights (each having a nil exercise price) to Stockworks Gold Inc. in part consideration for the Transaction, on the terms and conditions set out in the Explanatory Memorandum, including Annexure A to the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Stockworks Gold Inc. and any another person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (b) the Chair of the Meeting 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 Resolution 3 – Proposed Issue of Facilitation Shares to Meccano Consulting Pty Ltd or its nominee(s)

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of 15,384,615 Facilitation Shares at a deemed issue price of A\$0.0065 per Share to Meccano Consulting Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum.”

- Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:
- (a) Meccano Consulting Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
 - (b) an Associate of those persons.
- However, this does not apply to a vote cast in favour of the Resolution by:
- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
 - (b) the Chair of the Meeting 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.

4 Resolution 4 – Ratification of issue of Placement Shares under Listing Rule 7.1

To consider and, if thought fit to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 104,211,156 Placement Shares (at an issue price of A\$0.0065 each) on 5 November 2025 to sophisticated and professional investors on the terms and conditions set out in the Explanatory Memorandum.”

- Voting exclusion statement:** The Company will disregard any votes cast in favour of the Resolution by or on behalf of:
- (a) sophisticated and professional investors under the Placement and any other person who participated in the issue or is a counterparty to the agreement being approved; or
 - (b) an Associate of those persons.
- However, this does not apply to a vote cast in favour of the Resolution by:
- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or
 - (b) the Chair of the Meeting 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.

5 Resolution 5 – Ratification of issue of Placement Shares under Listing Rule 7.1A

To consider and, if thought fit to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 69,488,844 Placement Shares (at an issue price of A\$0.0065 each) on 5 November 2025 to sophisticated and professional investors on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) sophisticated and professional investors under the Placement and any other person who participated in the issue or is a counterparty to the agreement being approved; or
- (b) an Associate of those persons.

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

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

6 Resolution 6 – Proposed Issue of Placement Shares under Tranche 2

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 57,069,231 Shares at an issue price of A\$0.0065 per Share to sophisticated and professional investors on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) sophisticated and professional investors under the Placement, such as 10 Bolivianos Pty Ltd, and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

7 Resolution 7 – Proposed Issue of Advisor Options to Peak Asset Management Pty Ltd or its nominee(s)

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 10,000,000 Options (each with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of three years from the date of issue) to Peak Asset Management Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum, including Annexure B to the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Peak Asset Management Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

8 Resolution 8 – Proposed Issue of Advisor Options to Max Capital Pty Ltd or its nominee(s)

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 10,000,000 Options (each with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of three years from the date of issue) to Max Capital Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum, including Annexure B to the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Max Capital Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

9 Resolution 9 – Proposed Issue of Lead Manager Options to Peak Asset Management Pty Ltd or its nominee(s)

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 10,000,000 Options (each with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of three years from the date of issue) to Peak Asset Management Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum, including Annexure B to the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Peak Asset Management Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

10 Resolution 10 – Proposed Issue of Lead Manager Options to Max Capital Pty Ltd or its nominee(s)

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 10,000,000 Options (each with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of three years from the date of issue) to Max Capital Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum, including Annexure B to the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Max Capital Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

11 Resolution 11 – Proposed Issue of Fee Shares to Peak Asset Management Pty Ltd

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 7,615,384 Fee Shares at a deemed issue price of A\$0.0065 per Share to Peak Asset Management Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Peak Asset Management Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

12 Resolution 12 – Proposed Issue of Fee Shares to Max Capital Pty Ltd

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 7,615,384 Fee Shares at a deemed issue price of \$0.0065 per Share to Max Capital Pty Ltd or its nominee(s) on the terms and conditions set out in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Max Capital Pty Ltd and any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

13 Resolution 13 – Proposed Issue of Consultant Options to the Consultants or their nominee(s)

To consider and, if thought fit, to pass the following resolution as an **ordinary resolution**:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve the issue of up to 15,000,000 Options (each with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of three years from the date of issue) to the Consultants or their nominee(s) on the terms and conditions set out in the Explanatory Memorandum, including Annexure B to the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company); or
- (b) an Associate of those persons.

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

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

14 Resolution 14 – Approval to amend the terms of Convertible Notes under Listing Rule 7.1

To consider and, if thought fit, to pass to the following resolution as an ordinary resolution:

“That, for the purpose of Listing Rule 7.1 and all other purposes, Shareholders approve amendment of the terms of the Convertible Notes issued to various sophisticated investors that are unrelated parties of the Company as described in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) a person who holds Convertible Notes (excluding Director Mr Bruce McFadzean); or
- (b) an Associate of those persons.

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

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

15 Resolution 15 – Approval to amend the terms of Convertible Notes under Listing Rule 10.11

To consider and, if thought fit, to pass to the following resolution as an ordinary resolution:

“That, for the purpose of Listing Rule 10.11 and all other purposes, Shareholders approve amendment of the terms of the Convertible Notes issued to Bruce McFadzean (or his nominee(s)) as described in the Explanatory Memorandum.”

Voting exclusion statement: The Company will disregard any votes cast in favour of the Resolution by or on behalf of:

- (a) Director Mr Bruce McFadzean; or

(b) *an Associate of that person.*

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

- (a) *a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with the directions given to the proxy or attorney to vote on the Resolution in that way; or*
- (b) *the Chair of the Meeting 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.*

OTHER BUSINESS

To deal with any other business which may be brought forward in accordance with the Constitution and the Corporations Act.

Details of the definitions and abbreviations used in this Notice are set out in the Glossary to the Explanatory Memorandum.

By order of the Board

Aaron Bertolatti

Non-executive Director and Company Secretary

Dated: 24 November 2025

How to vote

Shareholders can vote by either:

- attending the Meeting and voting in person or by attorney or, in the case of corporate Shareholders, by appointing a corporate representative to attend and vote; or
- appointing a proxy to attend and vote on their behalf using the Proxy Form accompanying this Notice of Meeting and by submitting their proxy appointment and voting instructions in person, by post, electronically via the internet or by facsimile.

Voting in person (or by attorney)

Shareholders, or their attorneys, who plan to attend the Meeting are asked to arrive at the venue 15 minutes prior to the time designated for the Meeting, if possible, so that their holding may be checked against the Company's share register and their attendance recorded. To be effective a certified copy of the Power of Attorney, or the original Power of Attorney, must be received by the Company in the same manner, and by the same time as outlined for proxy forms below.

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.

Voting by proxy

- A Shareholder entitled to attend and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on a poll and also to speak at the Meeting.
- The appointment of the proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, the votes will be divided equally among the proxies (i.e. where there are two proxies, each proxy may exercise half of the votes).
- A proxy need not be a Shareholder.
- The proxy can be either an individual or a body corporate.
- If a proxy is not directed how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit.
- Should any resolution, other than those specified in this Notice, be proposed at the Meeting, a proxy may vote on that resolution as they think fit.
- If a proxy is instructed to abstain from voting on an item of business, they are directed not to vote on

the Shareholder's behalf on the poll and the Shares that are the subject of the proxy appointment will not be counted in calculating the required majority.

- Shareholders who return their Proxy Forms with a direction how to vote, but who do not nominate the identity of their proxy, will be taken to have appointed the Chair of the Meeting as their proxy to vote on their behalf. If a Proxy Form is returned but the nominated proxy does not attend the Meeting, the Chair of the Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chair of the Meeting, the secretary or any Director that do not contain a direction how to vote will be used, where possible, to support each of the Resolutions proposed in this Notice, provided they are entitled to cast votes as a proxy under the voting exclusion rules which apply to some of the proposed Resolutions. These rules are explained in this Notice.
- To be effective, proxies must be received by 10:00am (AWST) on Sunday, 28 December 2025. Proxies received after this time will be invalid.
- Proxies may be lodged using any of the following methods:
 - by returning a completed Proxy Form by post using the pre-addressed envelope provided with this Notice to:
Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia
 - or
 - by faxing a completed Proxy Form to 1800 783 447 (within Australia) or +61 3 9473 2555 (outside Australia);
 - or
 - by recording the proxy appointment and voting instructions via the internet at www.investorvote.com.au or using your mobile device to scan the personalised QR code in the Proxy Form. Only registered Shareholders may access this facility and will need their Holder Identification Number (**HIN**) or Securityholder Reference Number (**SRN**).
- The Proxy Form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the Power of Attorney,

or the power itself, must be received by the Company at the above address, or by facsimile, and by 10:00am (AWST) on Sunday, 28 December 2025.

Shareholders who are entitled to vote

In accordance with paragraphs 7.11.37 and 7.11.38 of the Corporations Regulations, the Board has determined that a person's entitlement to vote at the General Meeting will be the entitlement of that person set out in the Register of Shareholders as at 4:00pm (AWST) on Sunday, 28 December 2025.

Fin Resources Limited

ABN 25 009 121 644

EXPLANATORY MEMORANDUM

This Explanatory Memorandum is intended to provide Shareholders with sufficient information to assess the merits of the Resolutions contained in the accompanying Notice of General Meeting of the Company.

Certain abbreviations and other defined terms are used throughout this Explanatory Memorandum. Defined terms are generally identifiable by the use of an upper case first letter. Details of the definitions and abbreviations are set out in the Glossary to the Explanatory Memorandum.

1 Background to Resolutions

1.1 Overview of Transaction

On 29 October 2025, the Company announced it had, via the Company's wholly owned Canadian subsidiary, FIN Resources (Canada) Ltd BC 1411167 (**Buyer**), executed a binding sale and purchase agreement (**Sale and Purchase Agreement**) with the TSX-V listed Canadian entity Stockworks Gold Inc. (**Seller**) to acquire from the Seller a 100% interest in the Cabin Lake Gold Project (**Cabin Lake Project or the Project**) in Canada's Northwest Territories (**Transaction**). The Seller is not a related party of the Company.

The up-front consideration for the Transaction comprises A\$200,000 in cash and 30,000,000 Shares at a deemed issue price of A\$0.005 per Share (**Consideration Shares**), subject to Shareholder approval under Resolution 1. The Consideration Shares will be subject to a 12-month voluntary escrow period.

The Buyer paid a A\$100,000 exclusivity deposit (**Deposit**) on execution of the Sale and Purchase Agreement, providing the Buyer with a 90-day exclusivity and due diligence period.

Subject to Shareholder approval under Resolution 2, contingent consideration of up to A\$450,000 will be satisfied through the issue of performance rights to acquire Shares on the terms set out in Annexure A to the Explanatory Memorandum (**Consideration Performance Rights**), the vesting of which is linked to key exploration and development milestones as set out in section 1.2 below and in Annexure A.

The Seller will retain a 5% net cash flow royalty on future production from the Project (**NCF Royalty**), which becomes payable only upon the commencement of commercial production.

As part of the Transaction the Company will also assume a 2% net smelter royalty (**Silver Range NSR Royalty**) payable to Silver Range Resources Ltd (**Silver Range**) under an agreement between the Seller and Silver Range from 2017 (**Silver Range Agreement**). The Company will be able to buy back up to 1.5% of the Silver Range NSR Royalty for C\$750,000 if the Project contains less than one million ounces of Au, or C\$1,500,000 if the Project contains more than one million ounces of gold.

Meccano Consulting Pty Ltd (**Meccano**) facilitated the introduction of the Transaction to the Company under the terms of an Introduction and Facilitation Agreement between the parties dated on or around 25 September 2025 (**Meccano Agreement**). The terms of the Meccano Agreement are set out in section 4.4(g). Under the Meccano Agreement, the Company has agreed to issue Meccano or its nominee/s A\$100,000 worth of Shares at the placement price (being 15,384,615 Shares) (**Facilitation Shares**) for these services, subject to Shareholder approval under Resolution 3. The Facilitation Shares will be subject to a 6-month voluntary escrow period.

Peak Asset Management Pty Ltd (**Peak**) and Max Capital Pty Ltd (**Max Capital**) have acted as corporate advisors to the Company for the Transaction. Subject to Shareholder approval under

Resolutions 7 and 8, each of Peak and Max Capital (or their nominee/s) will be issued 10,000,000 Options with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of 3 years from the date of issue (**Advisor Options**).

Completion of the Transaction (**Completion**) remains subject to conditions precedent, including the Buyer completing due diligence, Shareholder approvals, and transfer of all Tenements and permits as set out in section 1.2 below.

Resolutions 1 and 2 are inter-conditional, meaning that each of them will only take effect if both of them are approved by Shareholders at the Meeting. If either of Resolutions 1 or 2 are not approved at the Meeting, none of Resolutions 1 and 2 will take effect and the Transaction will not be completed. The Board may, at its absolute discretion and subject to the Listing Rules and Corporations Act, elect to waive the inter-conditional of Resolutions 1 and 2 in the event either Resolutions 1 or 2 is not passed, provided that the Board considers that it is in the best interests of Shareholders to waive the inter-conditional of the Resolutions in the circumstances.

1.2 Summary of material terms of the Sale and Purchase Agreement

A summary of the material terms of the Sale and Purchase Agreement is set out in the table below:

Section	Summary
Sale and purchase	Subject to satisfaction of the Conditions set out below, the Seller must sell to the Buyer, and the Buyer must buy from the Seller, 100% of the Seller's right, title and interest in and to the following assets comprising the Project (together, the Sale Assets): (a) mineral claim name CL 1, number M10076 and any other mining titles (including mineral leases) applied for, created or granted by way of renewal, conversion or reversion of, or in substitution for, or over any part of any of the mineral claim (Tenements); (b) an access agreement between the Tlicho Government and the Seller from 2021 relating to Tlicho Lands for a road (First Nations Access Agreement); (c) the Silver Range Agreement (including the Silver Range NSR Royalty); (d) land use permit W2025C005; and (e) all technical information in the possession or control of the Seller relating to the Tenements. The sale of the Sale Assets is subject to certain permitted encumbrances (including the First Nations Access Agreement and the Silver Range NSR Royalty). The Buyer will assume the Silver Range NSR Royalty obligations under the Silver Range Agreement as part of the Transaction.
Consideration	As noted in further detail in section 1.1 above, the consideration payable by the Company on Completion comprises: (a) A\$200,000 cash;

Section	Summary
	(b) 30,000,000 Consideration Shares, the issue of which is the subject of Resolution 1; (c) the Consideration Performance Rights, the issue of which is the subject of Resolution 2; (d) the grant of the NCF Royalty to the Seller; and (e) assumption of the Silver Range NSR Royalty.
Conditions	Completion under the Sale and Purchase Agreement is subject to the following conditions precedent (Conditions) being satisfied or waived by the Buyer (as applicable): (a) the Buyer completing due diligence to its satisfaction within 90 days of execution of the Sale and Purchase Agreement; (b) the Company obtaining any necessary ASX and Shareholder approvals to the extent required (including Shareholder approval for the issue of the Consideration Shares under Resolution 1 and for the issue to the Seller of the Consideration Performance Rights under Resolution 2); and (c) the grant of any required ministerial or other government agency or third-party consents (including by any relevant Land and Water Board).
Exclusivity, Deposit and due diligence	The Buyer has the exclusive right to undertake due diligence during the 90-day period referred to above and, subject to the Sale and Purchase Agreement, to complete the dealing in the Sale Assets. The Deposit is refundable only if the Buyer does not complete due diligence to its satisfaction because of: (a) the Seller's lack of full title to the Sale Assets (subject to permitted encumbrances); (b) the Sale Assets not being in good standing in any material respect; or (c) the shareholders of the Seller vote on the Transaction and fail to approve it by the requisite majority, otherwise, the Deposit is non-refundable. The Buyer has until 18 December 2025 to exercise such refund rights.
Contingent Consideration and Consideration Performance Rights	The vesting of the Consideration Performance Rights is linked to the following to key exploration and development milestones (each a Milestone): (a) Stage 1 Performance Rights: The Buyer within two years of Completion achieving an intercept $\geq 20\text{m}$ @ >2 g/t of gold or better

Section	Summary
	from drilling undertaken by it on the Tenements (Stage 1 Milestone). (b) Stage 2 Performance Rights: The definition by the Buyer within three years of Completion of a JORC 2012 compliant resource of $\geq 250\text{koz}$ of gold @ ≥ 2 g/t on the Tenements. (c) Stage 3 Performance Rights: The Buyer within five years of Completion completing a Pre-Feasibility Study demonstrating a project NPV of $>A\\$50\text{m}$ at $US\\$3,000/\text{oz}$ of gold. Each Milestone can be satisfied by the payment to the Seller of $\\$150,000$ cash (Cash in Lieu) or by the issue of Shares based on the higher of the VWAP of Shares during the 10 days prior to achievement of the relevant Milestone and $A\\$0.005$ at the Buyer's election. The Stage 1 Milestone may be extended by 12 months through payment by the Buyer of $A\\$100,000$ and each Milestone will extend automatically in the event of Force Majeure.¹ As part of achieving the Stage 1 Milestone, the Buyer agrees to execute a minimum 1,500m diamond drilling program on the Tenements (Initial Drilling Program) within two years of Completion, subject to the ability of the Buyer to extend this by a further 12-months by paying $\\$100,000$ to the Seller. If the Buyer completes the Initial Drilling Program within the two-year timeframe (as extended) and does not achieve an intercept of $\geq 20\text{m}$ @ > 2 g/t off gold or better, the Stage 1 Milestone will be deemed to have failed and the Stage 1 Performance Rights will lapse such that the Seller will have no entitlement in respect of the Stage 1 Performance Rights. If assays from the Initial Drilling Program achieve a cumulative minimum of 500 gram-meters Au, the Buyer agrees to procure a further $\\$1$ million of drilling on the Tenements (Follow Up Drilling Program), to be completed within 24 months of the completion of the Initial Drilling Program (subject to extension of that period by a further 12 months as referred to above). The Buyer may extend the 24-month deadline for the Follow up Drilling Program by a further 12 months by paying $\\$100,000$ to the Seller.
Completion	Completion will occur 5 Business Days after all the Conditions have been satisfied or waived by the Buyer.
NCF Royalty	On and from the commencement of commercial production, the Buyer must pay the NCF Royalty to the Seller quarterly commencing once there is net cash flow for a quarter and then ongoingly to the extent there is net cash flow for a quarter (with any deficit arising at the end of a quarter because total Project costs exceed total Project receipts to be carried forward to subsequent quarters until accounted for).

¹ The Company's previous announcement to the ASX on 29 October 2025, 'FIN to Acquire High-Grade Cabin Lake Gold Project in Canada', refers to the opportunity for each Milestone to be extended for 12 months through payment of $A\$100,000$. That has been commercially agreed, and the parties are working to formalise that variation; at present, the formal documentation refers to only the Stage 1 Milestone being potentially extended.

Section	Summary
	It will be a condition precedent to any sale, transfer or assignment of any Tenement or any part of or interest in any Tenement by the Buyer (whether directly or indirectly) to a third party that the third party enters into an assignment and assumption agreement in favour of the Seller agreeing to assume and be bound by the NCF Royalty.
Termination	If a Condition fails and is not waived by the Buyer, the Sale and Purchase Agreement terminate prospectively (without prejudice to any accrued rights and the Deposit provisions detailed above). If the Buyer fails to complete the Initial Drilling Program within two years of Completion (as extended) as referred to above, the Buyer must retransfer all right, title and interest in the Sale Assets to the Seller (subject to required consents). If the Buyer fails to complete the Follow Up Drilling Program within 24 months (as extended) as referred to above, the Buyer must retransfer a 30% interest to the Seller. Where this occurs it will be on a contributory basis, with the Seller obliged to contribute to expenses and costs in respect to the Tenements, and the parties must in good faith negotiate and seek to agree reasonable changes to the Sale and Purchase Agreement to reflect and provide for this including agreement on standard joint venture terms which will include dilution provisions if a joint venture participant fails to fund its percentage share of agreed upon programs.
Warranties	Customary representations and warranties are provided by the Seller, including but not limited to regarding title to the Sale Assets, the Tenements being in good standing and the status of First Nations Access Agreement and the Silver Range Agreement (including there being no unpaid Silver Range NSR Royalty payments), which apply as at the date of the Share Purchase Agreement and at Completion.

1.3 Placement

In conjunction with the Transaction, on 29 October 2025 the Company also announced that it had received firm commitments for a two-tranche placement to raise A\$1,500,000 (before costs) through the issue of up to a total of 230,769,231 Shares at A\$0.0065 (**Placement Price**) per Share (**Placement Shares**) to sophisticated and professional investors (**Placement**), comprising:

- (a) (**Tranche 1**) 173,700,000 Placement Shares issued on 5 November 2025 (**Tranche 1 Placement Shares**), consisting of:
 - (i) 104,211,156 Placement Shares issued under the Company's Listing Rule 7.1 placement capacity (Shareholder ratification of which is sought pursuant to Listing Rule 7.4 under Resolution 4); and
 - (ii) 69,488,844 Placement Shares issued under the Company's Listing Rule 7.1A placement capacity (Shareholder ratification of which is sought pursuant to Listing Rule 7.4 under Resolution 5); and
- (b) (**Tranche 2**) up to 57,069,231 Placement Shares (**Tranche 2 Placement Shares**) to be issued subject to Shareholder approval under Resolution 6.

The proposed use of the funds raised from the Placement is as follows:

Item	Funds
Cabin Lake Project exploration	A\$800,000
McKenzie Springs and Mt Tremblant exploration	A\$450,000
Transaction costs and working capital	A\$160,000
Capital raising fee	A\$90,000
Total	A\$1,500,000

Peak and Max Capital acted as joint lead managers (**Joint Lead Managers**) to the Placement and will be paid a fee of 6% of the funds raised under the Placement. This fee can be paid in cash or in Shares at the Placement price (A\$0.0065 per Share) (**Fee Shares**) at the election of the Joint Lead Managers. Shareholder approval for the issue of Fee Shares to the Joint Lead Managers is being sought under Resolutions 11 and 12, respectively.

Subject to Shareholder approval under Resolutions 9 and 10, Peak and Max Capital or their nominee(s), respectively, will each be issued Options with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of 3 years from the date of issue (**Lead Manager Options**) as part of the consideration payable to the Joint Lead Managers for acting as joint lead managers to the Placement.

1.4 Director Recommendations

The Directors (except for Mr Bruce McFadzean in relation to Resolution 15) unanimously recommend that Shareholders vote in favour of the Resolutions. The Directors are not aware of any other information that would reasonably be required by Shareholders to allow them to make an informed decision of whether it is in the best interests of the Company to pass the Resolutions.

2 Resolution 1 – Proposed Issue of Consideration Shares to Seller

2.1 Background

As set out in section 1.1 above, the Company proposes to issue 30,000,000 Consideration Shares to the Seller in part consideration for the Transaction, on the terms and conditions set out in the Explanatory Memorandum.

2.2 Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that the Company can issue without the approval of its Shareholders over any 12-month period to 15% of the Shares it had on issue at the start of that period.

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

Resolution 1 seeks the required Shareholder approval for the proposed issue of Consideration Shares under and for the purposes of Listing Rule 7.1.

Resolution 1 is subject to the approval of Resolution 2.

2.3 Consequences of passing this Resolution

If Resolution 1 (together with Resolution 2) is passed and subject to satisfaction of the other conditions of the Sale and Purchase Agreement:

- the Company will be able to proceed with the Transaction, and the Company will issue the Consideration Shares to the Seller;
- the Company will acquire the Project (subject to the terms of the Sale and Purchase Agreement); and
- existing Shareholders holdings will be diluted by 3.34%² on an undiluted basis and 3.19% on a fully diluted basis.³

In addition, 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.

As described in section 1.2 above, it is a condition precedent to completion under the Sale and Purchase Agreement that Shareholders approve Resolution 1. Accordingly, if Resolution 1 (together with Resolution 2) is not passed, the Company will not be able to proceed with the issue of the Consideration Shares, the Transaction will not be completed, and the Company will need to negotiate alternative terms on which to acquire the Project (if possible and which cannot be guaranteed).

2.4 Information requirements under Listing Rule 7.3

The following information in relation to the Consideration Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the Consideration Shares will be issued to the Seller, Stockworks Gold Inc.;
- (b) the Company will issue 30,000,000 Consideration Shares;
- (c) the Consideration Shares will be fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing fully paid ordinary shares on issue;
- (d) the Consideration Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (e) the Consideration Shares will be issued for no cash consideration;
- (f) the Consideration Shares are being issued in connection with, and as part of the consideration payable by the Company under, the Sale and Purchase Agreement, the material terms of which are set out in section 1.2; and
- (g) a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

3 Resolution 2 – Proposed Issue of Consideration Performance Rights to Seller

3.1 Background

As set out in section 1.1 above, the Company proposes to issue A\$450,000 worth of Consideration Performance Rights (each having a nil exercise price) to be issued Shares (subject to the Buyer's discretion to pay Cash in Lieu) to the Seller as contingent consideration in accordance with the Sale

² Based on the Company's undiluted Share capital as at the date of the Notice of Meeting, being 868,588,440 Shares.

³ Based on the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Performance Rights, Facilitation Shares, Placement Shares, Fee Shares and Advisor Options.

and Purchase Agreement and on the terms and conditions set out in the Explanatory Memorandum, including Annexure A to the Explanatory Memorandum.

3.2 Listing Rule 7.1

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

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

Resolution 2 seeks the required Shareholder approval for the proposed issue of Consideration Performance Rights under and for the purposes of Listing Rule 7.1.

Resolution 2 is subject to the approval of Resolution 1.

3.3 Consequences of passing this Resolution

If Resolution 2 (together with Resolution 1) is passed and subject to satisfaction of the other conditions of the Sale and Purchase Agreement

- the Company will be able to proceed with the Transaction, and the Company will issue the Consideration Performance Rights to the Seller;
- the Company will acquire the Project (subject to the terms of the Sale and Purchase Agreement); and
- existing Shareholders holdings will be diluted by 9.00% on a fully diluted basis.⁴

In addition, the Consideration Performance Rights 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.

As described in section 1.2 above, it is a condition precedent to completion under the Sale and Purchase Agreement that Shareholders approve Resolution 2. Accordingly, if Resolution 2 (together with Resolution 1) is not passed, the Company will not be able to proceed with the issue of the Consideration Performance Rights, the Transaction will not be completed, and the Company will need to negotiate alternative terms on which to acquire the Project (if possible and which cannot be guaranteed).

3.4 Information requirements under Listing Rule 7.3

The following information in relation to the Consideration Performance Rights to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the Consideration Performance Rights will be issued to the Seller, Stockworks Gold Inc.;
- (b) as at the date of this Notice, the precise number of Consideration Performance Rights to be issued (and Shares to be issued on vesting of Consideration Performance Rights) is unknown, however the Company will issue A\$450,000 worth of Consideration Performance Rights to the Seller, the vesting of which is subject to achievement by the Buyer of the Milestones (as set out in section 1.2 above and Annexure A to the Explanatory Memorandum). Subject to the Buyer's election to pay the Seller Cash in Lieu for each Milestone, the number of Shares to be issued to the Seller on vesting of the Consideration Performance Rights will be based on the higher of the VWAP of Shares during the 10 days prior to achievement of the relevant Milestone and

⁴ Based on 90,000,000 Consideration Performance Rights being issued (based on an assumed price of A\$0.005 which is equivalent to the deemed issue price of the Consideration Shares) and the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Shares, Facilitation Shares, Tranche 2 Placement Shares, Fee Shares and Options.

A\$0.005. Based on an assumed value of A\$0.005 per Performance Right (which is equivalent to the deemed issue price of the Consideration Shares), up to a total of 90,000,000 Consideration Performance Rights will be issued to the Seller following the Meeting. Set out below are further examples of the potential number of Consideration Performance Rights which may be issued at different VWAPs:

Price (A\$)	Consideration Performance Rights to be issued
0.005	90,000,000
0.01	45,000,000
0.015	30,000,000

- (c) the terms of the Consideration Performance Rights are set out in Annexure A to this Explanatory Memorandum;
- (d) the Consideration Performance Rights will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (e) the Consideration Performance Rights will be issued for no cash consideration;
- (f) the Consideration Performance Rights are being issued in connection with, and as part of the consideration payable by the Company under, the Sale and Purchase Agreement, the material terms of which are set out in section 1.2 above; and
- (g) a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

4 Resolution 3 – Proposed Issue of Facilitation Shares to Meccano Consulting Pty Ltd or its nominee(s)

4.1 Background

As set out in section 1.1 above, the Company is proposing, subject to obtaining Shareholder approval, to issue 15,384,615 Facilitation Shares to Meccano in recognition of the valuable introduction facilitated by Meccano in connection with the Transaction and in place of paying cash fees, in accordance with the terms of the Meccano Agreement.

Meccano was responsible for introducing the Transaction to the Board, providing advice on the structure of the Transaction and facilitating the Company's review and consideration of the Transaction.

Resolution 3 seeks approval for the Company to issue the Facilitation Shares.

4.2 Listing Rule 7.1

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

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

Resolution 3 seeks Shareholder approval to the proposed issue of Facilitation Shares under and for the purposes of Listing Rule 7.1.

4.3 Consequences of passing this Resolution

If this Resolution is passed:

- the Company can proceed to issue the Facilitation Shares to Meccano (or its nominee(s)) without using up any of the Company's 15% limit on issuing Equity Securities without Shareholder approval under Listing Rule 7.1; and
- existing Shareholders holdings will be diluted by 1.74%⁵ on an undiluted basis and 1.66% on a fully diluted basis.⁶

In addition, the Facilitation 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 this Resolution is not passed, the Company will not be able to proceed with the proposed issue of Facilitation Shares to Meccano and the Company will have to pay Meccano A\$100,000 in cash in recognition of its role as facilitator of the Transaction, unless it is able to negotiate alternative terms on which to recognise Meccano's role in facilitating the Transaction (if possible).

4.4 Information required by Listing Rule 7.3

The following information in relation to Resolution 3 is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the Facilitation Shares will be issued to Meccano or its nominee(s);
- (b) the maximum number of Facilitation Shares to be issued is 15,384,615 Facilitation Shares;
- (c) the Facilitation Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Company will issue the Facilitation Shares following Completion of the Transaction and no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (e) the deemed issue price of the Facilitation Shares is A\$0.0065 per Share. The Company will not receive any consideration for the issue of the Facilitation Shares;
- (f) the purpose of the issue of the Facilitation Shares is to acknowledge the role played by Meccano in introducing the Transaction for the Board's consideration;
- (g) the Facilitation Shares are being issued under the Meccano Agreement, the material terms of which include:
 - (i) on Completion of the Transaction and in consideration for Meccano's services to the Company in relation to the Transaction, the Company will issue Meccano (or its nominee(s)) Facilitation Shares to the value of A\$100,000 (plus GST of A\$10,000 payable in cash) at the placement price (being 15,384,615 Shares);

⁵ Based on the Company's undiluted Share capital as at the date of the Notice of Meeting, being 868,588,440 Shares.

⁶ Based on the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Shares, Consideration Performance Rights, Tranche 2 Placement Shares, Fee Shares and Options.

- (ii) Meccano (or its nominee(s)) is also entitled to participate in the Placement (which is the subject of Resolutions 4 – 6 (inclusive)) for an amount of up to A\$200,000 on the same terms and conditions (including price) as other participants in the Placement. If the Company does not proceed with the Placement within 30 days after Completion of the Transaction, the Company must instead pay Meccano A\$110,000 including GST;
 - (iii) the Facilitation Shares will be subject to a 6-month voluntary escrow period; and
 - (iv) the issue of Facilitation Shares to Meccano and Meccano's participation in the Placement is subject to any necessary shareholder or regulatory approvals (if required) and compliance with the Corporations Act and Listing Rules; and
- (h) a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

5 Resolutions 4 and 5 – Ratification of issue of Placement Shares under Listing Rules 7.1 and 7.1A

5.1 Background

As set out in section 1.3 above, the Company issued 173,700,000 Placement Shares on 5 November 2025 under Tranche 1 of the Placement.

Resolution 4 seeks Shareholder ratification pursuant to Listing Rule 7.4 of the issue of 104,211,156 Tranche 1 Placement Shares under the Company's Listing Rule 7.1 placement capacity.

Resolution 5 seeks Shareholder ratification pursuant to Listing Rule 7.4 of the issue of 69,488,844 Tranche 1 Placement Shares under to the Company's Listing Rule 7.1A placement capacity.

5.2 Listings Rules 7.1, 7.1A and 7.4

A summary of Listing Rule 7.1 is set out in section 2.2 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%. Shareholders approved this additional capacity at the Company's last annual general meeting.

Given the Placement does not fit within any of the exceptions and it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the date on which the Company issued the Placement Shares.

Additionally, given the Placement does not fit within any of the exceptions and, as it has not yet been approved by Shareholders, it effectively uses up part of the 10% limit in Listing Rule 7.1A, reducing the Company's capacity to issue further Equity Securities without Shareholder approval under Listing Rule 7.1A for the 12-month period following the date on which the Company issued the Placement Shares (and the Listing Rule 7.1A mandate not otherwise expiring).

Listing Rule 7.4 allows the shareholders of a company to approve an issue of Equity Securities after it has been made or agreed to be made. If they do, the issue is taken to have been approved under Listing Rule 7.1 or 7.1A (as applicable) and so does not reduce the company's capacity to issue further Equity Securities without shareholder approval under those rules. The Company confirms that there was no breach of Listing Rules 7.1 and 7.1A at the time of issue of the Tranche 1 Placement Shares.

The Company wishes to retain as much flexibility as possible to issue additional Equity Securities into the future without having to obtain Shareholder approval for such issues under Listing Rules 7.1 and 7.1A and therefore seeks Shareholder approval under Resolutions 4 and 5 to ratify the issue of the Tranche 1 Placement Shares under and for the purposes of Listing Rule 7.4.

5.3 Consequences of passing these Resolutions

If Resolutions 4 and 5 are passed, the Tranche 1 Placement Shares will be excluded in calculating the Company's 25% limit in Listing Rules 7.1 and 7.1A, respectively, effectively increasing the number of Equity Securities the Company can issue without Shareholder approval:

- under Listing Rule 7.1 for the 12-month period following the date the Company issued the Tranche 1 Placement Shares; and
- under Listing Rule 7.1A for the 12-month period following the date the Company issued the Tranche 1 Placement Shares (and the Listing Rule 7.1A mandate not otherwise expiring).

If Resolutions 4 and 5 are not passed, the Tranche 1 Placement Shares will be included in calculating the Company's 25% limit in Listing Rules 7.1 and 7.1A, respectively, effectively decreasing the number of Equity Securities the Company can issue without Shareholder approval under Listing Rules 7.1 and 7.1A for the periods noted immediately above.

5.4 Information required by Listing Rule 7.5

The following information in relation to the Tranche 1 Placement Shares is provided to Shareholders for the purposes of Listing Rule 7.5:

- (a) the Tranche 1 Placement Shares were issued to sophisticated and professional investors and other investors qualifying under s 708 of the Corporations Act, all of whom are unrelated parties of the Company. The placees were selected following a bookbuild process by the Joint Lead Managers. In accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms that no related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an associate of any of these parties will be issued more than 1% of the issued capital of the Company;
- (b) a total of 173,700,000 Tranche 1 Placement Shares were issued, comprising:
 - (i) 104,211,156 Tranche 1 Placement Shares issued under Listing Rule 7.1, ratification which is sought pursuant to Resolution 4; and
 - (ii) 69,488,844 Tranche 1 Placement Shares issued under Listing Rule 7.1A, ratification which is sought pursuant to Resolution 5;
- (c) the Tranche 1 Placement Shares issued were all fully paid ordinary shares in the capital of the Company and rank equally in all respects with the existing Shares on issue;
- (d) the Tranche 1 Placement Shares were issued on 5 November 2025;
- (e) the Tranche 1 Placement Shares were issued at an issue price of A\$0.0065 each;
- (f) the Tranche 1 Placement Shares were issued for the purpose of raising approximately A\$1.13 million (before costs) to be used as set out in section 1.3 above;
- (g) the Tranche 1 Placement Shares were issued to investors pursuant to standard form placement commitment letters; and
- (h) a voting exclusion applies in respect of Resolutions 4 and 5 as set out in the Notice of Meeting.

6 Resolution 6 – Proposed Issue of Placement Shares under Tranche 2

6.1 Background

As set out in section 1.3 above, the Company proposes to issue up to 57,069,231 Placement Shares to sophisticated and professional investors under Tranche 2 of the Placement.

Resolution 6 seeks approval for the Company to issue the Tranche 2 Placement Shares.

6.2 Listing Rule 7.1

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

The proposed issue of the Tranche 2 Placement Shares does not fall within any of the exceptions set out in Listing Rule 7.2 and exceeds the 15% limit in Listing Rule 7.1. It therefore requires the approval of the Shareholders under Listing Rule 7.1.

Resolution 6 seeks the required Shareholder approval for the proposed issue of Shares under and for the purposes of Listing Rule 7.1.

6.3 Consequences of passing this Resolution

If Resolution 6 is passed:

- the Company will be able to proceed with the issue of the Tranche 2 Placement Shares and will issue up to 57,069,231 Tranche 2 Placement Shares to sophisticated and professional investors;
- the Company's cash reserves will increase by approximately A\$371,000 (before costs); and
- existing Shareholders holdings will be diluted by 6.17%⁷ on an undiluted basis and 5.90% on a fully diluted basis.⁸

In addition, 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 6 is not passed, the Company will not be able to proceed with the issue of the Tranche 2 Placement Shares to investors and will not raise the full \$1.5 million (before costs) sought to be raised under the Placement. In such an event, the Company will need to reallocate the intended use of the funds raised under the Placement and/or curtail its proposed activities as set out in section 1.3 above.

6.4 Information required by Listing Rule 7.3

The following information in relation to the Shares to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the Tranche 2 Placement Shares will be issued to sophisticated and professional investors and other investors qualifying under s 708 of the Corporations Act, all of whom are unrelated parties of the Company. The placees were selected following a bookbuild process by the Joint Lead Managers. In accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms that, other than 10 Bolivianos Pty Ltd (a substantial shareholder of the Company who will be issued 13,807,692 Shares, being more than 1% of the issued capital of the Company), no related parties of the Company, members of the Company's Key Management Personnel,

⁷ Based on the Company's undiluted Share capital as at the date of the Notice of Meeting, being 868,588,440 Shares.

⁸ Based on the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Shares, Consideration Performance Rights, Facilitation Shares, Fee Shares and Options.

substantial holders of the Company, advisers of the Company or an associate of any of these parties will be issued more than 1% of the issued capital of the Company;

- (b) the Company will issue up to 57,069,231 Tranche 2 Placement Shares;
- (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 existing fully paid ordinary shares on issue;
- (d) the Tranche 2 Placement Shares will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (e) the Company will receive A\$0.0065 for each Tranche 2 Placement Share issued;
- (f) the Tranche 2 Placement Shares are being issued for the purpose of raising approximately A\$371,000 (before costs) to be used as set out in section 1.3 above;
- (g) the Tranche 2 Placement Shares will be issued to investors pursuant to standard form placement commitment letters; and
- (h) a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

7 Resolutions 7 to 10 (inclusive) – Proposed Issue of Advisor Options and Lead Manager Options

7.1 Background

As set out in sections 1.1 and 1.3 above, the Company proposes to issue a total of 40,000,000 Options in connection with the Transaction and Placement comprising:

- (a) 10,000,000 Advisor Options to each of Peak and Max Capital (or their nominee(s)) for acting as corporate advisors to the Company for the Transaction; and
- (b) 10,000,000 Lead Manager Options to each of the Joint Lead Managers (being Peak and Max Capital) (or their nominee(s)) as part of the consideration payable to the Joint Lead Managers for acting as lead managers to the Placement.

The terms of the Advisor Options and Lead Manager Options are the same and are set out in Annexure B to this Explanatory Memorandum.

Resolutions 7 to 10 (inclusive) seek the required Shareholder approvals for the proposed issue of Advisor Options and Lead Manager Options.

7.2 Listing Rule 7.1

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

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

Resolutions 7 to 10 (inclusive) seek the required Shareholder approvals for the proposed issue of Advisor Options and Lead Manager Options (as applicable) under and for the purposes of Listing Rule 7.1.

7.3 Consequences of passing these Resolutions

If Resolutions 7 to 10 (inclusive) are passed:

- the Company will issue:
 - the Advisor Options to Peak and Max Capital (or their nominee(s)) (as applicable); and
 - the Lead Manager Options to the Joint Lead Managers (or their nominee(s)) (as applicable); and
- existing Shareholders holdings will be diluted by an aggregate of 5.21% on a fully diluted basis (following the issue of the Advisor Options and Lead Manager Options).⁹

In addition, the Advisor Options and Lead Manager Options will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolutions 7 and 8 (inclusive) are not passed, the Company will not be able to proceed with the issue of the Advisor Options, and the Company will need to negotiate alternative terms on which to compensate Peak and Max Capital for their corporate advisory services provided in connection with the Transaction (which cannot be guaranteed), and which may include the payment of cash which would diminish the Company's cash reserves.

If Resolutions 9 and 10 are not passed, the Company will not be able to proceed with the issue of the Lead Manager Options, and the Company will need to negotiate alternative terms on which to compensate Peak and Max Capital acting as lead managers to the Placement (which cannot be guaranteed), and which may include the payment of cash which would diminish the Company's cash reserves.

7.4 Information requirements under Listing Rule 7.3

The following information in relation to the Advisor Options and Lead Manager Options to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the Advisor Options will be issued to Peak and Max Capital or their nominee(s);
- (b) the Lead Manager Options will be issued to the Joint Lead Managers (being Peak and Max Capital) or their nominee(s);
- (c) the Company will issue up to a total of 40,000,000 Options as follows:
 - (i) up to 10,000,000 Advisor Options to Peak (or its nominee(s)) (approval of which is sought pursuant to Resolution 7);
 - (ii) up to 10,000,000 Advisor Options to Max Capital (or its nominee(s)) (approval of which is sought pursuant to Resolution 8);
 - (iii) up to 10,000,000 Lead Manager Options to Peak (or its nominee(s)) (approval of which is sought pursuant to Resolution 9); and
 - (iv) up to 10,000,000 Lead Manager Options to Max Capital (or its nominee(s)) (approval of which is sought pursuant to Resolution 10);
- (d) the terms of the Advisor Options and Lead Manager Options are set out in Annexure B to this Explanatory Memorandum;

⁹ Based on the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Shares, Consideration Performance Rights, Facilitation Shares, Tranche 2 Placement Shares and Fee Shares.

- (e) the Advisor Options and Lead Manager Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (f) the Company will receive consideration of up to a total of A\$400 upon Peak and Max Capital subscribing for the Advisor and Lead Manager Options (as applicable);
- (g) the Advisor Options are being issued to Peak and Max Capital for acting as corporate advisors to the Company for the Transaction and are being issued under the Mandate (defined below), the terms of which are set out at section 7.4(h) below;
- (h) the Lead Manager Options are being issued as part of the consideration payable by the Company to the Joint Lead Managers for acting as lead managers to the Placement and pursuant to a lead manager mandate with the Company (**Mandate**), the material terms of which include:
 - (i) the Company agreed to appoint Peak and Max Capital to act as lead managers to the Placement;
 - (ii) Peak and Max Capital agreed to act as corporate advisors to the Company for the Transaction on terms usual for services of this type;
 - (iii) the Company will provide the Joint Lead Managers with the following consideration:
 - (A) a fee equal to 6% of the proceeds of the Placement (equivalent to A\$90,000) to be split evenly between Peak and Max Capital which can be paid in cash or in Shares at the Placement price (A\$0.0065 per Share), at the election of the Joint Lead Managers (subject to Shareholder approval under Resolutions 11 and 12); and
 - (B) the issue of the Lead Managers Options (subject to Shareholder approval under Resolutions 9 and 10) and Advisory Options (subject to Shareholder approval under Resolutions 7 and 8); and
 - (iv) the Mandate is otherwise on terms considered customary for an agreement of its nature; and
- (i) a voting exclusion applies in respect of Resolutions 7 to 10 (inclusive) as set out in the Notice of Meeting.

8 Resolutions 11 and 12 – Proposed Issue of Fee Shares to the Joint Lead Managers

8.1 Background

As set out in section 1.3 above, the Joint Lead Managers to the Placement will be paid a fee of 6% of the funds raised under the Placement. This fee can be paid in cash or in Fee Shares at the election of the Joint Lead Managers.

Resolutions 11 and 12 seek approval for the Company to issue the Fee Shares to each of the Joint Lead Managers.

8.2 Listing Rule 7.1

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

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

Resolutions 11 and 12 seek Shareholder approval to the proposed issue of Fee Shares under and for the purposes of Listing Rule 7.1.

8.3 Consequences of passing this Resolution

If Resolutions 11 and 12 are passed and subject to each of the Joint Lead Managers electing to receive Fee Shares:

- the Company can proceed to issue the Fee Shares to each of the Joint Lead Managers (or their nominee(s)); and
- existing Shareholders holdings will be diluted by 3.39%¹⁰ on an undiluted basis and 3.24% on a fully diluted basis.¹¹

In addition, the Fee Shares will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolutions 11 and 12 are not passed, the Company will not be able to proceed with the proposed issue of Fee Shares to each of the Joint Lead Managers and the Company will have to pay the Joint Lead Managers the fee of 6% of the funds raised under the Placement (equivalent to A\$99,000 inclusive of GST) entirely in cash, which would diminish the Company's cash reserves.

8.4 Information required by Listing Rule 7.3

The following information in relation to Resolutions 11 and 12 are provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) subject to each of the Joint Lead Managers electing to receive Fee Shares, the Fee Shares will be issued to Peak and Max Capital or their nominee(s);
- (b) subject to each of the Joint Lead Managers electing to receive Fee Shares, the maximum number of Fee Shares to be issued is up to 13,846,154 Fee Shares comprising:
 - (i) up to 7,615,384 Fee Shares to Peak (or its nominee(s)) (approval of which is sought pursuant to Resolution 11); and
 - (ii) up to 7,615,384 Fee Shares to Max Capital (or its nominee(s)) (approval of which is sought pursuant to Resolution 12);
- (c) the Fee Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) subject to each of the Joint Lead Managers electing to receive Fee Shares, the Company will issue the Fee Shares upon settlement of Tranche 2 and no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules);
- (e) the deemed issue price of the Fee Shares is A\$0.0065 per Share. The Company will not receive any consideration for the issue of the Fee Shares;
- (f) the Fee Shares are being issued as part of the consideration payable by the Company to the Joint Lead Managers for acting as lead managers to the Placement and pursuant to the

¹⁰ Based on the Company's undiluted Share capital as at the date of the Notice of Meeting, being 868,588,440 Shares.

¹¹ Based on the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Shares, Consideration Performance Rights, Facilitation Shares, Tranche 2 Placement Shares and Options.

Mandate with the Joint Lead Managers, a summary of which is set out in section 7.4(h) above; and

- (g) a voting exclusion applies in respect of Resolutions 11 and 12 as set out in the Notice of Meeting.

9 Resolution 13 – Proposed Issue of Consultant Options to the Consultants

9.1 Background

The Company intends to engage several consultants and advisors in the coming months to provide various services to the Company, including geological and other technical services (**Consultants**). The Consultants have yet to be finally identified or engaged by the Company but will be engaged by the Company in the ordinary course and in accordance with the Company's need for such services and tender terms where appropriate. The Company proposes to issue up to 15,000,000 Options in aggregate over the next 3 months in connection with the provision of services by the Consultants, with a subscription price of A\$0.00001 per Option, an exercise price of A\$0.00975 per Option and an expiry date of 3 years from the date of issue (**Consultant Options**). The Consultants have not yet been engaged by the Company.

9.2 Listing Rule 7.1

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

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

Resolution 13 seeks Shareholder approval to the proposed issue of Consultant Options under and for the purposes of Listing Rule 7.1.

9.3 Consequences of passing this Resolution

If Resolution 13 is passed:

- the Company can proceed to issue the Consultant Options to Consultants for services provided to the Company; and
- existing Shareholders holdings will be diluted by 1.62% on a fully diluted basis.¹²

In addition, the Consultant Options will be excluded from the calculation of the number of Equity Securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If Resolution 13 is not passed, the Company will not be able to proceed with the proposed issue of Consultant Options to future Consultants.

9.4 Information required by Listing Rule 7.3

The following information in relation to the Consultant Options to be issued is provided to Shareholders for the purposes of Listing Rule 7.3:

¹² Based on the Company's fully diluted Share capital as at the date of the Notice of Meeting, being 910,255,106 Equity Securities, and does not include the proposed issue of the Consideration Shares, Consideration Performance Rights, Facilitation Shares, Tranche 2 Placement Shares and Options.

- (a) the Consultant Options will be issued to future Consultants of the Company who provide services to the Company, although no individual Consultant will receive Consultant Options which exceed 1% of the Company's issued share capital;
- (b) the Company will issue up to 15,000,000 Consultant Options to the Company's Consultants;
- (c) the terms of the Consultant Options are set out in Annexure B to this Explanatory Memorandum;
- (d) the Consultant Options will be issued no later than 3 months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) for services to be provided during that time and for such further period as agreed between the Company and the Consultants;
- (e) the Company will receive consideration of up to a total of A\$150 upon Consultants subscribing for the Consultant Options;
- (f) the Consultant Options will be issued to Consultants as consideration for various future services to be provided to the Company and are not being issued under an agreement yet in existence; and
- (g) a voting exclusion applies in respect of Resolution 13 as set out in the Notice of Meeting.

10 Resolutions 14 and 15 – Approval to amend the terms of Convertible Notes

10.1 Overview

On 12 May 2025, the Company issued 445,000 convertible notes with a face value of A\$1.00 each (**Convertible Notes**) to unrelated sophisticated investors and Director Mr Bruce McFadzean (together, **Noteholders**), with a conversion price equal to a 10% discount to the 5-day volume weighted average price of Shares calculated on the five trading days on which trades in Shares occur immediately prior to the date of a conversion notice (**Conversion Price**), subject to the Conversion Price being no lower than the floor price of A\$0.0009 (**Floor Price**).

The Convertible Notes were approved by Shareholders under Listing Rules 7.1 and 10.11 at the general meeting of the Company held on 17 April 2025.

Following completion of the Transaction and Placement, the number of Shares that would be received by the Noteholders on conversion of the Convertible Notes, were they to issue a conversion notice, would be calculated using a Conversion Price that would be further discounted to the discounted Placement Price and Transaction. These issues of securities and potential dilution to Shareholders were not contemplated when the Convertible Notes were originally issued.

Set out below is a worked example of the number of Shares that may be issued on conversion of the Convertible Notes based on assumed conversion prices \$0.0009 (the Floor Price), \$0.00585 (being a 10% discount to an assumed VWAP of \$0.0065 for illustrative purposes), \$0.0065 (the Conversion Price subject to the Proposed Amendment) and the potential dilutive effect on existing Shareholders from the issue of those Shares. These calculations do not take into account the dilutionary impact of the issue of any other securities.

	Conversion price	Face value of Convertible Notes	Maximum number of Shares which may be issued	Dilution effect on existing Shareholders ¹
Floor Price	\$0.0009	\$445,000	494,444,444	36.3%

	Conversion price	Face value of Convertible Notes	Maximum number of Shares which may be issued	Dilution effect on existing Shareholders ¹
Indicative Conversion Price ²	\$0.00585	\$445,000	76,068,376	8.1%
Conversion Price subject to the Proposed Amendment	\$0.0065	\$445,000	68,461,538	7.3% ³

Notes

- 1 Based on the Company's undiluted Share capital as at the date of the Notice of Meeting, being 868,588,440 Shares, and does not include the proposed issue of the Consideration Shares, Consideration Performance Rights, Facilitation Shares, Tranche 2 Placement Shares and Options. This does not account for any Conversion Options issued for every Share issued on conversion of the Convertible Notes.
- 2 Based on a 10% discount to an assumed VWAP of \$0.0065 for illustrative purposes, noting the Conversion Price under the terms of the Convertible Notes being equal to a 10% discount to the 5-day VWAP of Shares calculated on the five trading days on which trades in Shares occur immediately prior to the date of a conversion notice.
- 3 Under the terms of the Convertible Notes, set out in Annexure C to this Explanatory Memorandum, Noteholders are entitled to one Conversion Option for every Share issued on conversion of the Convertible Notes, with an exercise price of \$0.00845 and expiring 2 years after issue. The terms of the Conversion Options are set out in Schedule 2 of the Company's Notice of General Meeting dated 17 April 2025. If all of the Convertible Notes are exercised within 48 hours of the Meeting, up to a total of 68,461,538 Conversion Options will be issued.

Accordingly, subject to Shareholder approval, the Company proposes to amend the Conversion Price of the Convertible Notes such that, provided the Company receives a conversion notice within 48 hours after the date of the Meeting and prior to the issue of Shares under Tranche 2, the Conversion Price will default to the Placement Price of A\$0.0065 (**Proposed Amendment**). For those Convertible Notes which the Company has not received a conversion notice by that time, the Floor Price and the method for determining the Conversion Price will remain as is. Early conversion of all the Convertible Notes will leave the Company debt free.

The material terms and conditions of the Convertible Notes, as previously approved by Shareholders under Listing Rules 7.1 and 10.11, are set out in Annexure C to this Explanatory Memorandum.

10.2 Listing Rule 7.1

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

The Convertible Notes were originally approved under Listing Rules 7.1 and 10.11 respectively. The Proposed Amendment may impact those approvals, and therefore the Proposed Amendment requires the approval of Shareholders under Listing Rules 7.1 and 10.11 respectively.

Resolution 14 seeks Shareholder approval for the Company to amend the terms of the Convertible Notes issued to unrelated parties of the Company that are sophisticated investors as contemplated by the Proposed Amendment, under and for the purposes of Listing Rule 7.1.

10.3 Consequences of passing this Resolution

If this Resolution is passed the Company will be authorised to amend the terms of the Convertible Notes as contemplated by the Proposed Amendment.

If this Resolution is not passed, the Company will not be authorised to amend the terms of the Convertible Notes as contemplated by the Proposed Amendment, and the terms of the Convertible Notes will remain as is.

10.4 Information required by Listing Rule 7.3

The following information in relation to Resolution 14 is provided to Shareholders for the purposes of Listing Rule 7.3:

- (a) the Convertible Notes were issued to unrelated sophisticated investors and none of these investors received Convertible Notes exceeding 1% of the Company's issued share capital;
- (b) the Company issued 425,000 Convertible Notes to sophisticated investors;
- (c) the Convertible Notes were issued on the terms and conditions set out in Annexure C to this Explanatory Memorandum, subject to an amendment to the terms as contemplated by the Proposed Amendment;
- (d) the amendment to the terms of the Convertible Notes as contemplated by the Proposed Amendment will occur as soon as practicable following the Meeting and within 3 months of Shareholder approval being obtained by the Company, unless otherwise extended by way of ASX granting a waiver to the Listing Rules;
- (e) the Convertible Notes were issued with a face value of A\$1.00 each;
- (f) the purpose of the issue of the Convertible Notes was to raise \$425,000 for the Company, applied to corporate and administration costs, project evaluation costs and working capital;
- (g) the Convertible Notes were issued pursuant to convertible note agreements with investors, the material terms of which are set out in Annexure C to this Explanatory Memorandum, subject to an amendment to the terms as contemplated by the Proposed Amendment; and
- (h) a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

10.5 Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act prohibits a public company from giving a financial benefit to a related party of the public company unless either:

- (a) the giving of the financial benefit falls within one of the nominated exceptions to the requirement in section 208 of the Corporations Act to obtain shareholder approval; or
- (b) shareholder approval is obtained prior to the giving of the financial benefit and the benefit is given within 15 months after obtaining such approval.

For the purposes of Chapter 2E of the Corporations Act, the Directors are all related parties of the Company. Resolution 15 relates to an amendment to the terms of the Convertible Notes issued to Director, Mr Bruce McFadzean, as contemplated by the Proposed Amendment, which constitutes a financial benefit that would, but for the application of one of the exceptions set out in sections 210 to 216 of the Corporations Act, require Shareholder approval for the purposes of section 208 of the Corporations Act.

The Board considers that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the amendment to the terms of the Convertible Notes as contemplated by the Proposed Amendment affecting Mr McFadzean's holding of the Convertible Notes because the Proposed Amendment also applies to the terms of Convertible Notes issued to the other investors unrelated to the Company, and as such the giving of the financial benefits is on arm's length terms and the exception in section 210 of the Corporations Act applies.

10.6 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, the Company must not issue or agree to issue equity securities to, amongst others, a related party (Listing Rule 10.11.1), unless it obtains the approval of its Shareholders.

The issue of Convertible Notes to Mr McFadzean required the approval of Shareholders under Listing Rule 10.11. The Proposed Amendment to the terms of Convertible Notes issued to Mr McFadzean also requires approval.

Resolution 15 seeks shareholder approval for the Company to amend the terms of the Convertible Notes issued to Director Mr McFadzean as contemplated by the Proposed Amendment, pursuant to Listing Rule 10.11. The amendment to the terms of the Convertible Notes issued to Mr McFadzean is on the same terms as the proposed amendment to the terms of the Convertible Notes issued to unrelated parties.

If Resolution 15 is passed, the Company will be authorised to amend the terms of the Convertible Notes issued to Mr McFadzean to reflect the Proposed Amendment. If Resolution 15 is not passed, the Company will not be authorised to amend the terms of the Convertible Notes issued to Mr McFadzean to reflect the Proposed Amendment, and the terms of the Convertible Notes issued to Mr McFadzean will remain as is.

10.7 Information Requirements – Listing Rule 10.13

The following further information is provided to Shareholders for the purposes of Listing Rule 10.13:

- (a) the Convertible Notes were issued to Director, Mr Bruce McFadzean;
- (b) Mr McFadzean falls within the category set out in Listing Rule 10.11.1 by virtue of being a Director;
- (c) the Company issued 20,000 Convertible Notes to Mr McFadzean;
- (d) the Convertible Notes were issued on the terms and conditions set out in Annexure C to this Explanatory Memorandum, subject to an amendment to the terms as contemplated by the Proposed Amendment;
- (e) the amendment to the terms of the Convertible Notes as contemplated by the Proposed Amendment will occur as soon as practicable following the Meeting and within 1 month of Shareholder approval being obtained by the Company, unless otherwise extended by way of ASX granting a waiver to the Listing Rules;
- (f) the Convertible Notes were issued with a face value of A\$1.00 each;
- (g) the purpose of the issue of the Convertible Notes was to enable Mr McFadzean to continue to support the Company through the participation in the Convertible Note raising and the funds raised were used in the same manner as the remaining funds raised under Resolution 14 as described in section 10.4(f);
- (h) the amendment to the terms of the Convertible Notes issued to Mr McFadzean as contemplated by the Proposed Amendment is not intended to remunerate or incentivise Mr McFadzean; and
- (i) a voting exclusion applies in respect of this Resolution as set out in the Notice of Meeting.

If approval is given for the amendment to the terms of the Convertible Notes issued to Mr McFadzean as contemplated by the Proposed Amendment under Listing Rule 10.11, approval is not required under Listing Rule 7.1.

Directors' recommendation in relation to Resolution 15

Due to his participation in Resolution 15, Mr McFadzean declines to give a recommendation to Shareholders on whether to vote in favour of Resolution 15. Messrs Jason Bontempo and Aaron Bertolatti who do not have a material personal interest in Resolution 15, recommend Shareholders vote in favour of Resolution 15.

The Directors are not aware of any other information that would reasonably be required by the Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 15.

GLOSSARY

\$ or A\$ means Australian dollars.

Accounting Standards has the meaning given to that term in the Corporations Act.

Advisor Options has the meaning given in section 1.1 of the Explanatory Memorandum.

Associate has the meaning given to that term in the Listing Rules.

ASX means ASX Limited ABN 98 008 624 691 and, where the context permits, the Australian Securities Exchange operated by ASX Limited.

Auditor means the Company's auditor from time to time (if any).

AWST means western standard time as recognised in Perth, Western Australia.

Board means the Directors.

Business Day means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in both of Yellowknife, Northwest Territories, Canada and Perth, Western Australia.

Buyer means Fin Resources (Canada) Ltd BC 1411167.

Cash in Lieu has the meaning given in section 1.2 of the Explanatory Memorandum.

Chair or Chairman means the individual elected to chair any meeting of the Company from time to time.

Company means Fin Resources Limited ABN 25 009 121 644.

Completion has the meaning given in section 1.1 of the Explanatory Memorandum.

Condition has the meaning given in section 1.2 of the Explanatory Memorandum.

Consideration Shares has the meaning given in section 1.1 of the Explanatory Memorandum.

Constitution means the Company's constitution, as amended from time to time.

Consideration Performance Rights has the meaning given in section 1.1 of the Explanatory Memorandum.

Consultant Options has the meaning given in section 9.1.

Consultants has the meaning given in section 9.1.

Conversion Options means the Options issued on conversion of the Convertible Notes, on the terms and conditions set out in Schedule 2 of the Company's Notice of General Meeting dated 17 April 2025.

Conversion Price has the meaning given in section 10.1 of the Explanatory Memorandum.

Convertible Notes has the meaning given in section 10.1 of the Explanatory Memorandum.

Corporations Act means Corporations Act 2001 (Cth).

Corporations Regulations means Corporations Regulations 2001 (Cth).

Deposit has the meaning given in section 1.1 of the Explanatory Memorandum.

Directors means the directors of the Company.

Equity Securities has the meaning given to that term in the Listing Rules.

Explanatory Memorandum means the explanatory memorandum accompanying this Notice.

Facilitation Shares has the meaning given in section 1.1 of the Explanatory Memorandum.

First Nations Access Agreement has the meaning given in section 1.2 of the Explanatory Memorandum.

Fee Shares has the meaning given in section 1.3 of the Explanatory Memorandum.

Floor Price has the meaning given in section 10.1 of the Explanatory Memorandum.

Follow Up Drilling Program has the meaning given in section 1.2 of the Explanatory Memorandum.

Force Majeure means:

- (a) an act of God, earthquake, lightning, fire, flood, storm, cyclone, explosion or epidemic;
- (b) strike, lockout, stoppage, ban or other types of labour difficulty;
- (c) war (whether declared or undeclared), blockade, act of the public enemy, act of terrorism, revolution, insurrection, riot, or civil commotion, sabotage, malicious damage, radioactive contamination, toxic or dangerous chemical contamination;
- (d) action, inaction, embargo or restraint by a government agency (including heritage related restraints and, refusal or failure to grant any authorisation despite timely reasonable endeavours to obtain the same);
- (e) inability to access all or part of an area because of First Nation or native title claims or otherwise;

- (f) unavailability or mechanical and electrical breakdown and failure of equipment, plant, pipelines, transmission lines or transport; or
- (g) any other cause whether specifically listed above or otherwise which is not reasonably within the control of the party claiming Force Majeure;

except where:

- (h) the cause is the inability to obtain, use or pay, moneys for any reason; or
- (i) the consequences of the cause could have been prevented, overcome or remedied by the exercise by the party affected of care and diligence normally exercised by duly qualified persons in the performance of comparable work.

Initial Drilling Program has the meaning given in section 1.2 of the Explanatory Memorandum.

Joint Lead Manager has the meaning given in section 1.3 of the Explanatory Memorandum.

JORC 2012 or **JORC Code** means the 2012 edition of the Joint Ore Reserves Committee Australasian Code for Reporting of Exploration Targets, Exploration Results, Mineral Resources, and Ore Reserves.

Key Management Personnel has the meaning given to that term in the Accounting Standards.

Lead Manager Option has the meaning given in section 1.3 of the Explanatory Memorandum.

Listing Rules means the ASX Listing Rules.

Mandate has the meaning given in section 7.4(h) of the Explanatory Memorandum.

Max Capital means Max Capital Pty Ltd.

Meccano means Meccano Consulting Pty Ltd.

Meccano Agreement has the meaning given in section 1.1 of the Explanatory Memorandum.

Meeting means the General Meeting convened by the Notice.

Milestone has the meaning given in section 1.2 of the Explanatory Memorandum.

Minerals means all naturally occurring substances on or under the surface of the land, including Product.

NCF Royalty has the meaning given in section 1.1 of the Explanatory Memorandum.

Noteholder has the meaning given in section 10.1 of the Explanatory Memorandum.

Notice or **Notice of Meeting** means this Notice of General Meeting.

NPV means net present value.

Option means an option to acquire a Share the terms of which are set out in Annexure B, including an Advisor Option and a Lead Manager Option.

Peak means Peak Asset Management Pty Ltd.

Placement has the meaning given in section 1.3 of the Explanatory Memorandum.

Placement Shares has the meaning given in section 1.3 of the Explanatory Memorandum.

Placement Price has the meaning given in section 1.3 of the Explanatory Memorandum.

Pre-Feasibility Study means a preliminary study which analyses all information accumulated in respect of an area of a relevant Tenement and the potential business opportunity of developing a mine and related infrastructure to produce Minerals from a Mineral deposit which is within the area of the Tenement and must:

- (a) include an independent peer review assessment by an industry recognised expert and prepared in accordance with the guidelines for mining studies in the AusIMM Cost Estimation Handbook or similar industry-recognised standards;
- (b) include appropriate drilling and sampling programs to provide an estimate of the JORC Code compliant resource;
- (c) identify and adequately quantify all technical and non-technical risks of the preferred project; and
- (d) include preliminary work on process selection and design for mine and processing facility development, infrastructure requirements and community and environmental impact studies, and arrive at a preferred project concept, or propose taking forward more than one concept, for a feasibility study.

Product means any Minerals produced from the area of Tenements of any type and in any saleable form (including as ore, concentrate, doré, bullion, refined minerals or otherwise).

Project or **Cabin Lake Project** has the meaning given in section 1.1 of the Explanatory Memorandum.

Proposed Amendment has the meaning given in section 10.1 of the Explanatory Memorandum.

Proxy Form means the proxy form accompanying the Notice by way of email where the Shareholder has elected to receive notices by email, or the personalised proxy form accompanying the postcard circulated by way of post where the Shareholder has not elected to receive notices by email.

Register of Shareholders means the Company's register of members.

Resolution means a resolution contained in the Notice.

Sale and Purchase Agreement has the meaning given in section 1.1 of the Explanatory Memorandum.

Sale Assets has the meaning given in section 1.2 of the Explanatory Memorandum.

Seller means Stockworks Gold Inc.
Incorporation Number: BC1169632.

Shareholder means a member of the Company from time to time.

Silver Range has the meaning given in section 1.1 of the Explanatory Memorandum.

Silver Range Agreement has the meaning given in section 1.1 of the Explanatory Memorandum.

Silver Range NSR Royalty has the meaning given in section 1.1 of the Explanatory Memorandum.

Shares means fully paid ordinary shares in the capital of the Company.

Stage 1 Milestone has the meaning given in section 1.2 of the Explanatory Memorandum.

Stage 1 Performance Rights has the meaning given in section 1.2 of the Explanatory Memorandum.

Stage 2 Performance Rights has the meaning given in section 1.2 of the Explanatory Memorandum.

Stage 3 Performance Rights has the meaning given in section 1.2 of the Explanatory Memorandum.

Tenements has the meaning given in section 1.2 of the Explanatory Memorandum.

Tranche 1 has the meaning given in section 1.3 of the Explanatory Memorandum.

Tranche 1 Placement Shares has the meaning given in section 1.3 of the Explanatory Memorandum.

Tranche 2 has the meaning given in section 1.3 of the Explanatory Memorandum.

Tranche 2 Placement Shares has the meaning given in section 1.3 of the Explanatory Memorandum.

Transaction has the meaning given in section 1.1 of the Explanatory Memorandum.

VWAP means volume-weighted average price.

ANNEXURE A: TERMS OF CONSIDERATION PERFORMANCE RIGHTS

- (a) Subject to the provisions of the Sale and Purchase Agreement (as summarised in section 1.2 of the Notice), the Consideration Performance Rights vest upon and subject to achievement of the Milestones set out below by the applicable expiry date (each an **Expiry Date**):

Stage	Rights	Milestone*	Expiry Date*
Stage 1 Performance Rights	The Seller will be issued Shares (or paid Cash in Lieu) on achievement of the Stage 1 Milestone to the value of \$150,000 (the number of Shares to be calculated based on the higher of the VWAP of Shares during the 10 days prior to achievement of that Stage 1 Milestone and \$0.005).	The Buyer within two years of Completion achieving an intercept $\geq 20\text{m}$ @ $>2\text{ g/t}$ of gold or better from drilling undertaken by it on the Tenements.	5.00pm (AWST) on the date that is two years of Completion.
Stage 2 Performance Rights	The Seller will be issued Shares (or paid Cash in Lieu) on achievement of the Stage 2 Milestone to the value of \$150,000 (the number of Shares to be calculated based on the higher of the VWAP of Shares during the 10 days prior to achievement of that Stage 2 Milestone and \$0.005).	The definition by the Buyer within three years of Completion of a JORC 2012 compliant resource of $\geq 250\text{koz}$ of gold @ $\geq 2\text{ g/t}$ on the Tenements.	5.00pm (AWST) on the date that is three years of Completion.
Stage 3 Performance Rights	The Seller will be issued Shares (or paid Cash in Lieu) on achievement of the Stage 3 Milestone to the value of \$150,000 (the number of Shares to be calculated based on the higher of the VWAP of Shares during the 10 days prior to achievement of that Stage 3 Milestone and \$0.005).	The Buyer within five years of Completion completing a Pre-Feasibility Study demonstrating a project NPV of $>\text{A\$}50\text{m}$ at $\text{US\$}3,000/\text{oz}$ of gold.	5.00pm (AWST) on the date that is five years of Completion.

*The Stage 1 Milestone (and the applicable Expiry Date) may be extended by 12 months through payment by the Buyer of A\$100,000 and each Milestone (and the applicable Expiry Date) will extend automatically in the event of Force Majeure.¹³

- (b) Upon and subject to achievement of a Milestone:
- (i) the Company must issue the Shares contemplated by the relevant Stage of Performance Rights to the Seller; or
 - (ii) the Buyer must pay the Seller Cash in Lieu,

¹³ The Company's previous announcement to the ASX on 29 October 2025, 'FIN to Acquire High-Grade Cabin Lake Gold Project in Canada', refers to the opportunity for each Milestone to be extended for 12 months through payment of A\$100,000. That has been commercially agreed, and the parties are working to formalise that variation; at present, the formal documentation refers to only the Stage 1 Milestone being potentially extended.

at the Buyer's election. (For the avoidance of doubt if a Milestone is not achieved the relevant Performance Rights will lapse such that the Seller will have no entitlement in respect of the relevant Performance Rights.)

- (c) For the avoidance of doubt any Consideration Performance Rights, prior to allotment and issue of Shares they relate to:
 - (i) are not transferable and will not be quoted on ASX or any other exchange;
 - (ii) do not confer any entitlement to vote;
 - (iii) do not confer any entitlement to a dividend, whether fixed or at the discretion of the directors of the Company;
 - (iv) do not confer any entitlement to a return of capital, whether in a winding up, upon a reduction of capital, or otherwise;
 - (v) do not confer any right to participate in the surplus profit or assets of the Company upon a winding up; and
 - (vi) do not confer any right to participate in new issues of securities such as bonus issues or entitlement issues.
- (d) The Company agrees to issue Shares to the extent required by and subject to the Sale and Purchase Agreement.

ANNEXURE B: TERMS OF ADVISOR OPTIONS, LEAD MANAGER OPTIONS AND CONSULTANT OPTIONS

(a) Entitlement

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

(b) Subscription Price

The subscription price payable for each Option is A\$0.00001.

(c) Exercise Price

Subject to paragraph (k), the amount payable upon exercise of each Option will be A\$0.00975 (**Exercise Price**).

(d) Expiry Date

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

(e) Exercise Period

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

(f) Notice of Exercise

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (**Notice of Exercise**) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.

(g) Exercise Date

A Notice of Exercise is only effective on and from the later of the date of receipt of the Notice of Exercise and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (**Exercise Date**).

(h) Timing of issue of Shares on exercise

Within five Business Days after the Exercise Date, the Company will:

- (i) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;
- (ii) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and
- (iii) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

If a notice delivered under (h)(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.

(i) Shares issued on exercise

Shares issued on exercise of the Options rank equally with the then issued fully paid ordinary shares of the Company.

(j) Quotation of Shares issued on exercise

Application will be made by the Company to ASX for quotation of the Shares issued upon exercise of the Options.

(k) **Reconstruction of capital**

If at any time the issued capital of the Company is reconstructed, all rights of an Option holder are to be changed in a manner consistent with the Corporations Act and the Listing Rules at the time of the reconstruction.

(l) **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.

(m) **Change in exercise price**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.

(n) **Transferability**

The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

(o) **Dividends**

The Options will not give any right to participate in dividends until Shares are allotted pursuant to the exercise of the relevant Options.

ANNEXURE C: MATERIAL TERMS AND CONDITIONS OF CONVERTIBLE NOTES

Purchase Date	Within 5 Business Days of Shareholder approval.
Purchase Price / Face Value	\$1.00 per Convertible Note.
Maturity Date	12 months from the Purchase Date.
Interest Rate	Nil.
Security	Nil.
Conversion	At the holder's election subject to all Convertible Notes of the holder being converted.
Conversion Price	10% discount to the 5-day volume weighted average price of Shares calculated on the 5 trading days on which trades in Shares occur immediately prior to the date of the conversion notice, subject to being no lower than the Floor Price.
Floor Price	\$0.0009.
Conversion Securities	Shares: Face Value divided by the Conversion Price. In the event the calculation results in a fraction of Share the quantity issued on conversion will be rounded up to the nearest whole Share. Options: One Option for every Share issued on conversion.
Option Terms	Refer to Schedule 2 of the Notice of General Meeting dated 17 April 2025.

Need assistance?



Phone:
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)



Online:
www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AWST) on Sunday, 28 December 2025.**

Proxy Form

How to Vote on Items of Business

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

APPOINTMENT OF PROXY

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

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

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

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

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

PARTICIPATING IN THE MEETING

Corporate Representative

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

Lodge your Proxy Form:

Online:

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

Your secure access information is

Control Number: 188498

SRN/HIN:

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

By Mail:

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

By Fax:

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



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

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

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

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of Fin Resources Limited hereby appoint

☐ the Chair of the Meeting **OR**

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of Fin Resources Limited to be held at First Floor, 35 Richardson Street, West Perth WA 6005 on Tuesday, 30 December 2025 at 10:00am (AWST) and at any adjournment or postponement of that meeting.

Step 2 Items of Business

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

	For	Against	Abstain		For	Against	Abstain
1	☐	☐	☐	9	☐	☐	☐
2	☐	☐	☐				
3	☐	☐	☐	10	☐	☐	☐
4	☐	☐	☐	11	☐	☐	☐
5	☐	☐	☐	12	☐	☐	☐
6	☐	☐	☐	13	☐	☐	☐
7	☐	☐	☐	14	☐	☐	☐
8	☐	☐	☐	15	☐	☐	☐

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

Step 3 Signature of Securityholder(s) *This section must be completed.*

Individual or Securityholder 1

Sole Director & Sole Company Secretary

Securityholder 2

Director

Securityholder 3

Director/Company Secretary

/ /
Date

Update your communication details (Optional)

Mobile Number

Email Address

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