Arafura Rare Earths Limited

ABN 22 080 933 455

2026

NOTICE OF ANNUAL GENERAL MEETING

AND

EXPLANATORY MEMORANDUM
TO SHAREHOLDERS

DATE OF MEETING
22 October 2026

TIME OF MEETING
11.00am WST

PLACE OF MEETING
BDO
Level 9
Mia Yellagonga Tower 2
5 Spring Street
Perth WA 6000

and online at
https://meetings.openbriefing.com/ARU26

A PROXY FORM IS ATTACHED

Please read the Notice and Explanatory Memorandum carefully.

If you are unable to attend the meeting, please complete and return the attached proxy form in accordance with the specified instructions.

Notice is given that the 2026 Annual General Meeting of the Company will be held at the offices of BDO at **Level 9, Mia Yellagonga Tower 2, 5 Spring Street, Perth WA 6000,** on **22 October 2026 at 11.00am WST**.

The meeting will also be held online. Enter **https://meetings.openbriefing.com/ARU26** into a web browser on your computer or online device:

- Shareholders will need their Securityholder Reference Number (**SRN**) or Holder Identification Number (**HIN**) printed on the Proxy Form or their holding statement; and
- Proxyholders will need their proxy code which MUFG Corporate Markets will provide via email no later than 48 hours prior to the Meeting.

Shareholders will be able to view the Meeting live, vote in real time and ask questions or make comments (both orally and in writing) through the online platform.

Voting on all Resolutions at the Meeting will be by poll. More information regarding virtual attendance at the Meeting (including how to vote, comment and ask questions virtually during the Meeting) is available in the Online Meeting Guide which can be found at https://www.arultd.com/investor/shareholder-meetings/. We recommend logging into the online platform at least 15 minutes prior to the scheduled start time of the 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 the Company's website.

Agenda

Ordinary Business

An Explanatory Memorandum containing information in relation to each of the following resolutions accompanies this Notice of Annual General Meeting.

Annual Report

To receive and consider the consolidated financial statements of the Company and its controlled entities and the reports of the Directors and auditors for the financial year ended 30 June 2026.

1. Resolution 1 – Remuneration Report

To consider and, if thought fit, to pass the following as a non-binding resolution:

> *"That for the purposes of section 250R(2) of the Corporations Act and for all other purposes, the Remuneration Report for the year ended 30 June 2026 be adopted."*
>
> **Note**: The vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Exclusion Statement

To the extent required by section 250R of the Corporations Act, votes must not be cast (in any capacity) on Resolution 1 by, or on behalf of either of the following persons:

(a) a member of the key management personnel details of whose remuneration are included in the Remuneration Report; or

(b) a closely related party of such a member.

However, a person described above (the 'voter') may cast a vote on Resolution 1 as a proxy if the vote is not cast on behalf of a person described in paragraph (a) or (b) above and either:

(c) the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on Resolution 1; or

(d) the voter is the Chairperson of the meeting and the appointment of the Chairperson as proxy:

  (i) does not specify the way the proxy is to vote on Resolution 1; and

  (ii) expressly authorises the Chairperson to exercise the proxy even if Resolution 1 is connected directly or indirectly with the remuneration of a member of the key management personnel for the Company.

2. Resolution 2 – Issue of Shares to Export Finance Australia

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of 594,825,923 Shares to Export Finance Australia, for the purposes and on the terms set out in the Explanatory Memorandum."*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 2 by or on behalf of Export Finance Australia or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company), or any associates (as defined in the Listing Rules) of those persons.

However, this does not apply to a vote cast in favour of Resolution 2 by:

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

(b) the Chairperson 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 Chairperson to vote on the Resolution as the Chairperson 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 - Issue of Shares to Kreditanstalt für Wiederaufbau

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of Shares to Kreditanstalt für Wiederaufbau to the value of €50 million, for the purposes and on the terms set out in the Explanatory Memorandum."*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 3 by or on behalf of Kreditanstalt für Wiederaufbau or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company), or any associates (as defined in the Listing Rules) of those persons.

However, this does not apply to a vote cast in favour of Resolution 3 by:

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

(b) the Chairperson 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 Chairperson to vote on the Resolution as the Chairperson 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 - Issue of Convertible Notes to the National Reconstruction Fund Corporation

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

> *"That, for the purposes of Listing Rule 7.1 and for all other purposes, Shareholders approve the issue to the National Reconstruction Fund Corporation of 200 Convertible Notes, the issue of Shares on conversion of the Convertible Notes, and the issue of any Shares in satisfaction of interest payments pursuant to the terms of the Convertible Notes, for the purposes and on the terms set out in the Explanatory Memorandum."*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 4 by or on behalf of the National Reconstruction Fund Corporation or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company), or any associates (as defined in the Listing Rules) of those persons.

However, this does not apply to a vote cast in favour of Resolution 4 by:

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

(b) the Chairperson 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 Chairperson to vote on the Resolution as the Chairperson 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 - Re-election of Mr Michael Spreadborough as Director

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

> *"That Mr Michael Spreadborough, a Director of the Company, be re-elected as a Director of the Company with effect from the close of the Meeting."*

6. Resolution 6 – Renewed approval to issue securities under Incentive Plan

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

> *"That, for the purpose of Exception 13 in Listing Rule 7.2 and for all other purposes, approval is given for the issue of securities under the Company's Incentive Plan (a summary of which is set out in Annexure E) within the next three years, on the terms and conditions set out in the Explanatory Memorandum."*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 6 by or on behalf of a person who is eligible to participate in the Incentive Plan, or any associates (as defined in the Listing Rules) of those persons.

However, this does not apply to a vote cast in favour of Resolution 6 by:

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

(b) the Chairperson 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 Chairperson to vote on the Resolution as the Chairperson 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 – Issue of Performance Rights to Mr Darryl Cuzzubbo

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

> *"That for the purposes of Listing Rule 10.14 and for all other purposes, Shareholders approve the issue of 3,699,825 Performance Rights under the Incentive Plan to the Managing Director and CEO of the Company, Mr Darryl Cuzzubbo, or his nominee, for the purposes and on the terms set out in the Explanatory Memorandum".*

Voting Exclusion Statement

The Company will disregard any votes cast in favour of Resolution 7 by or on behalf of a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Incentive Plan, or any associates (as defined in the Listing Rules) of those persons, being Mr Darryl Cuzzubbo, Managing Director and CEO.

However, this does not apply to a vote cast in favour of Resolution 7 by:

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

(b) the Chairperson 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 Chairperson to vote on the Resolution as the Chairperson 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 Company's Constitution or the Corporations Act.

Explanatory Memorandum

Shareholders are referred to the Explanatory Memorandum accompanying and forming part of this Notice of Annual General Meeting.

Capitalised terms which are not otherwise defined in this Notice of Annual General Meeting and Explanatory Memorandum are defined in **Annexure A** to the Explanatory Memorandum.

Resolutions are not inter-dependent

The Resolutions are not inter-dependent. This means that a Resolution may be passed notwithstanding that one or more of the other Resolutions are not passed.

Snapshot date

It has been determined that in accordance with regulation 7.11.37 of the *Corporations Regulations 2001* (Cth), for the purposes of the Annual General Meeting, Shares will be taken to be held by the persons who are the registered holders at **4:00pm WST on 20 October 2026**. Accordingly, Share transfers registered after that time will be disregarded in determining entitlements to vote at the Meeting.

Holders of Options or other convertible securities issued by the Company who are not Shareholders but who wish to vote as Shareholders at the Meeting are required to lodge valid exercise notices with the Company no later than one week before the Meeting to allow sufficient time for the Shares to be issued by the Company.

Chairperson and Chairperson's voting intentions for undirected proxies

It is proposed that the Meeting be chaired by the Chairperson of the Board of Directors of the Company. It is the Chairperson's intention to vote undirected proxies which he holds as proxy in favour of all Resolutions where possible. In exceptional circumstances, the Chairperson may change his voting intention on any Resolution, in which case an ASX announcement will be made.

How to vote

You may vote by attending the Meeting in person, attending the Meeting online, vote by proxy or by authorised representative. A corporate Shareholder may also appoint a corporate representative.

Voting in person

To vote in person, attend the Meeting on the date and at the place set out above. The Meeting will commence at **11.00am WST on 22 October 2026.**

Voting online through the platform

You may vote online at **https://meetings.openbriefing.com/ARU26**. We recommend logging into the online platform at least 15 minutes prior to the scheduled start time of the Meeting.

Voting by proxy

A Shareholder entitled to attend and vote has a right to appoint a proxy to attend and vote instead of the Shareholder. A proxy need not be a Shareholder and can be either an individual or a body corporate. If a Shareholder appoints a body corporate as a proxy, that body corporate will need to ensure that it:

- appoints an individual as its corporate representative to exercise its powers at the Meeting, in accordance with section 250D of the Corporations Act; and
- provides satisfactory evidence of the appointment of its corporate representative.

If such evidence is not received, then the body corporate (through its representative) will not be permitted to act as a proxy.

A Shareholder that is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If no proportion or number is specified, each proxy may exercise half of the Shareholder's votes.

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

Proxy voting online

Proxy votes may also be lodged online by accessing the following link: https://au.investorcentre.mpms.mufg.com, and then either:

1. Select 'Login' (to vote via your portfolio) and follow the prompts; or

2. Select 'View single holding' and enter Arafura Rare Earths Limited or ASX code ARU in the field 'Issuer Name'. Enter your Security Reference Number (SRN) or Holder Identification Number (HIN) and postcode, complete the verification process and click 'Submit'. Select the 'Voting' tab and then follow the prompts.

You will be taken to have signed and returned your Proxy Form if you vote online in accordance with the instructions given on the website.

If you choose to vote online, you must vote by no later than 11.00am WST on 20 October 2026.

Proxy voting by mobile

Shareholders may submit a proxy vote by mobile by scanning the QR code on their Proxy Form and following the prompts. You will be taken to have signed and returned your Proxy Form if you vote by mobile in accordance with the instructions given. If you choose to vote by mobile, you must vote by no later than 11.00am WST on 20 October 2026.

Lodgement of physical Proxy Forms

Shareholders who wish to lodge physical proxy forms must return their Proxy Forms by:

- mail to Arafura Rare Earths Limited, C/- MUFG Corporate Markets (AU) Limited, Locked Bag A14, Sydney South NSW 1235 Australia;
- facsimile to +61 2 9287 0309; or
- hand to MUFG Corporate Markets (AU) Limited, Parramatta Square, Level 22, Building 6&8, 10 Darcy Street, Parramatta NSW 2150 Australia,

so that they are received no later than 11.00am WST on 20 October 2026.

Proxy Forms or proxy voting instructions received after this time will be invalid.

If a proxy is executed by an attorney of a Shareholder, then the original of the relevant power of attorney or a certified copy of the relevant power of attorney, if it has not already been noted by the Company, must also be received by the Company by the above deadline.

Voting by corporate representative

To appoint a corporate representative, download and fill out the 'Appointment of Corporate Representation' form available from MUFG Corporate Markets (AU) Limited's website – https://www.mpms.mufg.com/en/for-individuals/au/shareholders/forms/ – then submit the form in accordance with the instructions on the 'Appointment of Corporate Representation' form.

Voting prohibition by proxy holders (remuneration of key management personnel)

To the extent required by section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on Resolutions 1, 6 or 7 if the person is either a member of key management personnel or a closely related party of such a member and the appointment does not specify the way the proxy is to vote on the Resolution. However, the proxy may vote if the proxy is the Chairperson and the appointment expressly authorises the Chairperson to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of key management personnel.

If the Chairperson is appointed as your proxy and you have not specified the way the Chairperson is to vote on Resolutions 1, 6 or 7 by signing and returning the proxy form (including via an online voting facility), you are considered to have provided the Chairperson with an express authorisation for the Chairperson to vote the proxy in accordance with the Chairperson's intention, even though the Resolution is connected directly or indirectly with the remuneration of key management personnel.

Questions and comments by Shareholders at the Meeting

In accordance with the Corporations Act, a reasonable opportunity will be given to Shareholders to ask questions about, or make comments on, the management of the Company at the Meeting.

Similarly, a reasonable opportunity will be given to Shareholders to ask the Company's external auditor, BDO Audit Pty Ltd (**BDO**), questions relevant to:

- the conduct of the audit;
- the preparation and content of the auditor's report;
- the accounting policies adopted by the Company in relation to the preparation of its financial statements;
- the policies adopted by the Company in relation to the preparation of any sustainability reports the Company is required to prepare; and
- the independence of the auditor in relation to the conduct of the audit.

Shareholders may also submit written questions to BDO if the questions are relevant to the content of the BDO audit report or the conduct of its audit of the Company's financial report for the period ended 30 June 2026. Relevant written questions for BDO must be received by mail at the PO Box of the Company (PO Box 5773, St Georges Terrace, Perth, WA 6831) or via email at arafura@arultd.com no later than the fifth business day before the date of the Meeting.

A list of the relevant written questions will be made available to Shareholders attending the Meeting. They will also be placed on the Company's website.

The following details should be included with written questions:

- the **Shareholder's Name**; and
- either the Shareholder's **Securityholder Reference Number (SRN)** or **Holder Identification Number (HIN).**

By order of the Board

Dated 21 September 2026

Catherine Huynh
Company Secretary

Explanatory Memorandum

Introduction

This Explanatory Memorandum has been prepared to assist Shareholders to understand information in relation to the business to be put to Shareholders at the forthcoming Annual General Meeting.

This Explanatory Memorandum should be read in conjunction with the accompanying Notice of Annual General Meeting. Please refer to **Annexure A** for definitions of capitalised terms in the Notice of Annual General Meeting and Explanatory Memorandum.

Business

Annual Report

The Corporations Act requires the following reports in respect of the year ended 30 June 2026 to be laid before the Meeting:

(a) the annual financial report, including the Company's financial statements; and

(b) the reports of the Directors and auditors.

Neither the Corporations Act nor the Company's Constitution requires a vote of Shareholders on the statements or reports.

Each of these reports are contained in the Company's 2026 Annual Report which has been sent to Shareholders and which is available at www.arultd.com.

Shareholders will have a reasonable opportunity at the Meeting to ask questions and make comments on these reports and on the business and operations of the Company. Shareholders will also be given a reasonable opportunity to ask the auditor questions about the auditor's report and the conduct of the audit of the financial report.

1 Resolution 1 – Remuneration Report

The Remuneration Report of the Company for the financial year ended 30 June 2026 is set out in the Directors' Report on pages 57 to 75 of the Company's 2026 Annual Report which was released to the market on 31 August 2026.

The Remuneration Report sets out the Company's remuneration arrangements for Executive and Non-Executive Directors and executive employees of the Company.

Shareholders attending the Meeting will be given a reasonable opportunity to ask questions about, or make comments on, the Remuneration Report.

The Corporations Act requires that a resolution be put to the vote that the Remuneration Report be adopted. The Corporations Act expressly provides that the vote is advisory only and the Resolution itself does not bind the Directors or the Company. However, whilst the Resolution itself does not bind the Directors or the Company, if at least 25% of the votes cast on Resolution 1 are against the Resolution in two consecutive years, starting at this 2026 Annual General Meeting, Shareholders will be required to vote at the second of those annual general meetings on a resolution (a "spill resolution") that another meeting be held within 90 days at which all of the Company's Directors (other than the

Managing Director) must stand for re-election. The Company encourages all Shareholders to cast their votes on Resolution 1.

Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project

The Company refers to its ASX announcement dated 22 May 2026 and to its notice of extraordinary general meeting that was despatched to Shareholders on 3 June 2026 (**Notice of EGM**). As described in more detail below, the Company obtained certain Shareholder approvals relating to the issue of securities to the Cornerstone Investors at its Extraordinary General Meeting held on 2 July 2026 (**EGM**). The Company has not yet (at the date of this Notice) issued any of those securities to Cornerstone Investors and is now seeking to refresh those approvals.

The receipt of the equity funding package described below, when combined with the execution of documents relating to the Company's project financing facilities,[1] is expected to satisfy the funding requirements for the Nolans Project, positioning the Company to move towards commencing construction of the Nolans Project which is now targeted for September 2026.

As previously disclosed, the equity funding package for the Nolans Project comprises:

(a) the subscription funds that the Company will receive from each of Export Finance Australia, Kreditanstalt für Wiederaufbau (acting on behalf of the German Raw Materials Fund) and the National Reconstruction Fund Corporation (each a **Cornerstone Investor**), as described under "Cornerstone Equity" below and the subject of Resolutions 2, 3 and 4 respectively (together, the **Cornerstone Equity**); and

(b) existing cash on hand, representing funds that the Company has already raised (including through the ~A$481 million equity raising completed in December 2025 and the ~A361.5 million equity raising completed in July 2026 (**July Capital Raising**).

The Cornerstone Equity and the Capital Raising are described in more detail below.

Cornerstone Equity

As announced on 1 April 2026, the Company executed binding Subscription Agreements with Export Finance Australia and Kreditanstalt für Wiederaufbau (acting on behalf of GRMF) on 31 March 2026 (the **EFA Subscription Agreement** and **KfW Subscription Agreement** respectively). Under those agreements:

(a) EFA agreed to subscribe for Shares to the value of US$100 million (converted to A$145,581,598.50 at an exchange rate of AUD/USD of 0.6869) at an issue price of A$0.24474656 per Share (**Issue Price**), being 594,825,923 Shares; and

(b) KfW agreed to subscribe for Shares to the value of €50 million at the Issue Price.

KfW's €50 million equity commitment will be converted into Australian dollars by reference to the Bloomberg BFIX EUR-AUD rate (plus a margin set by KfW's foreign exchange counterparty, which is to be minimised to the extent possible) (**Exchange Rate**) shortly prior to completion in accordance with the KfW Subscription Agreement. The number of Shares to be issued to KfW will then be determined by dividing the resulting Australian dollar amount by the Issue Price.

For illustrative purposes only the table shows how the subscription to be received from, and the number of Shares to be issued to, KfW will be calculated under an assumed Exchange Rate of 1.6290, together with the effect of a 10% increase and a 10% decrease from that assumed Exchange Rate:

[1] The Company has ongoing engagement with the lender group to ensure credit approvals are valid prior to contractual close on the project finance facilities.

Exchange Rate (EUR-AUD)	1.4661 (10% decrease)	1.6290 (assumed)	1.7919 (10% increase)
Subscription Amount	A$73,305,000	A$81,450,000	A$89,595,000
Number of Shares	299,513,913 Shares	332,793,237 Shares	366,072,560 Shares

In addition, as announced on 12 May 2026 (**NRFC Announcement**), the Company executed a binding Subscription Agreement with the National Reconstruction Fund Corporation on 11 May 2026 (**NRFC Subscription Agreement**), pursuant to which NRFC will subscribe for 200 unsecured convertible notes (**Convertible Notes**) with an aggregate face value of A$200 million and a total tenor linked to maturity of the senior finance facilities for the Nolans Project. The Convertible Notes will be convertible to Shares at a conversion price of A$0.476, subject to customary adjustments as set out in Annexure C (**Conversion Price**).

The key terms of the Convertible Notes are set out in Annexure B.

As more fulsomely set out in Annexure B, interest on the aggregate amount outstanding of the Convertible Notes accrues daily and is payable quarterly by the Company.

Please refer to the information under the heading "Resolution 4" below for further detail of the Shares that may be issued pursuant to the NRFC Subscription Agreement, including various illustrative worked examples.

Subject to rounding and noting the above, the specific details of the Cornerstone Equity issues are set out in the table below:

Cornerstone Investor	Number of Equity Securities to be issued	Subscription Amount
EFA	594,825,923 Shares	A$145,581,598.50 (converted from US$100 million at AUD/USD 0.6869)
KfW	332,793,237 Shares assuming an Exchange Rate of 1.6290[2]	€50 million (being approximately A$81,450,000.00, assuming the same Exchange Rate of 1.6290[2])
NRFC	200 Convertible Notes, convertible into a maximum of 420,168,067 Shares (assuming no adjustments to the Conversion Price under the adjustment rules set out in Annexure C, and excluding any capitalised interest or interest paid via Share issues).	A$200 million
Total		**Approximately A$429,411,598.50**

Renewed Shareholder approval sought

The Company sought and obtained Shareholder approval of the issue of securities to the Cornerstone Investors at the EGM. The issue of Shares to EFA was approved by 99.87% of votes cast, the issue of Shares to KfW was approved by 99.52% of votes cast, and the issue of Convertible Notes to NRFC was approved by 99.85% of votes cast.

[2] As noted above, the Exchange Rate will not be determined until closer to completion under the KfW Subscription Agreement. Accordingly, the exact number of Shares that will be issued to KfW will only be determined at that time.

As noted in the Notice of EGM, the issues of securities to the Cornerstone Investors were each subject to the satisfaction or waiver of various conditions precedent. Pursuant to Listing Rule 7.3.4, each of the issues of securities was also required to occur on or before the date that is 3 months from the date of the EGM (being 2 October 2026).

As at the date of this Notice, the Company has not yet issued the securities to the Cornerstone Investors. As a number of conditions precedent to the Cornerstone Subscription Agreements remain outstanding, the Company considers that the Company may not be able to issue the Shares to EFA, the Shares to KfW and/or the Convertible Notes to NRFC on or prior to 2 October 2026. For reasons more fulsomely set out under the heading "Resolution 4" below, the Company is also of the view that issuing the Convertible Notes at this time is not in the best interests of the Company.

Accordingly, the Company seeks renewed Shareholder approval to issue securities to the Cornerstone Investors. Resolution 2 seeks Shareholder approval for the issue of Shares to EFA, Resolution 3 seeks Shareholder approval for the issue of Shares to KfW, and Resolution 4 seeks Shareholder approval for the issue of Convertible Notes to NRFC (and the issue of Shares on conversion of the Convertible Notes, and in relation to the satisfaction of interest payments).

To the extent that the Company satisfies (or obtains a waiver of) any outstanding conditions precedent to an issue of securities to a Cornerstone Investor and issues those securities prior to the AGM[3] the Company will advise Shareholders and the relevant Resolution will be withdrawn from the AGM.

Inter-relationship of Resolutions 2, 3 and 4

As noted above, the issue of Shares to EFA and KfW, and the issue of Convertible Notes to NRFC, is conditional on and requires the approval of Shareholders pursuant to Listing Rule 7.1.

As noted in the Notice of EGM, it is a condition of the Cornerstone Subscription Agreements with KfW and EFA that the total amounts raised from the equity funding package (including the funds that will be received from NRFC) will, together with existing cash on hand (including funds raised under the July Capital Raising) and the amounts available for drawdown under the project debt financing documents,[4] be sufficient to fully fund the Nolans Project on a funds-certain basis (**Certainty Condition**). It is a further condition of the Cornerstone Subscription Agreements with EFA and KfW that Shareholders have approved the issue of Convertible Notes to NRFC. Accordingly, the issue of Shares to EFA and KfW is conditional upon Resolution 4 being passed.[5]

Similarly, it is a condition of the Subscription Agreement with NRFC that the Company has received net proceeds from equity raisings (including, for the avoidance of doubt, from the July Capital Raising, the issues of Shares to EFA and KfW and the Company's existing cash on hand) which is sufficient (together with the A$200 million to be received from NRFC on the issue of the Convertible Notes) to proceed with the development of the Nolans Project (**Construction Condition**). Accordingly, the issue of Convertible Notes to NRFC is conditional upon completion under the EFA Subscription Agreement and completion under the KfW Subscription Agreement.

As previously disclosed, the terms of the Subscription Agreements with EFA and KfW also require (absent receipt of a waiver) for the issue of Shares to EFA and KfW to occur inter-conditionally and simultaneously with one another. With reference to the quantum of funds raised under the July Capital Raising and the status of outstanding conditions precedent, the Company has obtained a waiver from EFA of the inter-conditionality provisions such that (assuming Shareholders approve Resolution 2 and 4) the issue of Shares to EFA will be able to complete prior to the issue of Shares to KfW.

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[3] Any such issue must also occur on or prior to 2 October 2026 by virtue of Listing Rule 7.3.4 and the approvals obtained at the EGM.
[4] The project debt financing documents are expected to be executed shortly prior to the issue of Shares to EFA and KfW, noting that the execution of certain "Senior Debt" documents is a condition precedent to completion under both the EFA Subscription Agreement and the KfW Subscription Agreement.
5 This only applies to any issue of Shares to EFA or KfW after 2 October 2026. Any issue of Shares to EFA or KfW on or prior to 2 October 2026 will be permitted, on the basis that the Shareholder approval to the issue of Convertible Notes to NRFC obtained at the EGM would not have lapsed.

This means that:

(a) if Resolution 2 is not passed, the issue of Shares contemplated by Resolution 3 (absent receipt of a waiver of certain conditions of the KfW Subscription Agreement) will not occur on the basis that the Certainty Condition of the KfW Subscription Agreement will not have been satisfied, and the issue of Convertible Notes contemplated by Resolution 4 (absent receipt of a waiver of certain conditions of the NRFC Subscription Agreement) will not occur on the basis that the Construction Condition will not have been satisfied – even where both Resolutions 3 and 4 are passed;

(b) If Resolution 3 is not passed, the issue of Shares contemplated by Resolution 2 and the issue of Convertible Notes contemplated by Resolution 4 may still occur (assuming that both Resolutions 2 and 4 are passed); and

(c) if Resolution 4 is not passed, the issues of Shares contemplated by Resolution 2 (absent receipt of a waiver of certain conditions of the EFA Subscription Agreement from EFA) and Resolution 3 (absent receipt of a waiver of certain conditions of the KfW Subscription Agreement from KfW) will not occur on the basis that the Certainty Condition of the EFA Subscription Agreement and KfW Subscription Agreement respectively will not have been satisfied – even where both Resolutions 2 and 3 are passed;

Any such waivers cannot be provided unilaterally by the Company and would require the consent of the relevant counterparty.

If any of the above circumstances occur (where the Company is unable to procure the various waivers mentioned from the relevant Cornerstone Investors), the Company will not be able to complete the relevant subscriptions or receive the relevant subscription funds from the Cornerstone Investors and will therefore not receive the full amount anticipated under the equity funding package. In those circumstances, the Company would need to seek alternative means of financing in order to proceed to the construction and development of the Nolans Project, and there can be no assurance that such alternative financing would be available on acceptable terms, or at all.

Listing Rules

Listing Rule 7.1

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

Listing Rule 7.2, Exception 17

As noted above, agreements to issue Equity Securities are also caught by Listing Rule 7.1. However, Listing Rule 7.2, Exception 17 contains an exception from Listing Rule 7.1 which allows entry into an agreement to issue Equity Securities provided it is conditional on shareholders approving the issue under Listing Rule 7.1 before the issue is made. If a listed company relies on Listing Rule 7.2, Exception 17 when entering into an agreement to issue Equity Securities, it must not issue the Equity Securities without such shareholder approval.

2 Resolution 2 – Issue of Shares to Export Finance Australia

Background to Resolution

Please refer to the information under the heading “Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project” for the background to this Resolution and for information about Listing Rule 7.1.

Shareholder approval sought

The issue of Shares to EFA under the EFA Subscription Agreement is conditional on, and requires, the approval of the Company's Shareholders under Listing Rule 7.1 (in accordance with Listing Rule 7.2, Exception 17). The agreement to issue Shares to EFA did not fit within any of the other exceptions to Listing Rule 7.1.

Under this Resolution, the Company seeks renewed Shareholder approval for the issue of 594,825,923 Shares to EFA for the purposes of Listing Rule 7.1, so as to permit the issue of these Shares to proceed.

The Company previously sought and obtained Shareholder approval to the issue of 594,825,923 Shares to EFA at the EGM, with the relevant resolution approved by 99.87% of the valid votes cast on it. In accordance with Listing Rule 7.3.4 and as noted in the Notice of EGM, the Company is required to issue the Shares to EFA on or before the date that is 3 months after the date of the EGM, being 2 October 2026.

The Company has not yet issued the Shares to EFA and anticipates that it may not issue the Shares to EFA on or prior to 2 October 2026 (on the basis that all conditions precedent to the issue under the EFA Subscription Agreement may not be satisfied by this date). Accordingly, the Company expects that the Shareholder approval to the issue of Shares to EFA obtained at the EGM will expire on 2 October 2026.

Resolution 2 seeks renewed Shareholder approval to the issue of Shares to EFA, which will enable the Company to issue the Shares to EFA within 3 months from the date of the AGM.

If Resolution 2 is passed, the Company will be able to proceed with the issue of 594,825,923 Shares to EFA and the issue will be excluded from the calculation of the Company's 15% limit under Listing Rule 7.1. However, the Company notes that, unless a waiver of certain conditions of the EFA Subscription Agreement is obtained from EFA, the Company will not proceed with the issue of 594,825,923 Shares to EFA unless Resolution 4 is also passed.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of Shares to EFA under the EFA Subscription Agreement. As a consequence, unless a waiver of certain conditions of the KfW Subscription Agreement and the NRFC Subscription Agreement are obtained from KfW and NRFC respectively, the Company will also not be able to proceed with the issue of Equity Securities to KfW and NRFC under Resolutions 3 and 4 respectively (and the Company will not receive the Cornerstone Equity subscription funds).

Information required by Listing Rule 7.3

Listing Rule 7.3 requires the following specific information to be provided in relation to this Resolution:

(a) The Shares will be issued to Export Finance Australia.

(b) 594,825,923 fully paid ordinary shares in the capital of the Company will be issued.

(c) The Shares will be issued within 3 months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules).

(d) The Shares will be issued at the Issue Price of A$0.24474656 per Share. Accordingly, the Company will receive consideration of A$145,581,598.50 for the issue of the Shares to EFA. This amount was equivalent to US$100 million based on the exchange rate at signing of the EFA Subscription Agreement of AUD/USD of 0.6869.

(e) The purpose of the issue is to raise capital. Funds raised from the issue of Shares to EFA must be used solely for funding costs relating to the development, construction, commissioning, ramp-up and operation of the Nolans Project.

(f) The material terms of the EFA Subscription Agreement were set out in the Company's ASX announcement dated 1 April 2026. As noted under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project" above, the KfW and EFA subscriptions are no longer inter-conditional. Aside from this change, the material terms remain the same as those set out in the Company's ASX announcement dated 1 April 2026, and there are no further material terms to disclose in respect of this issue.

(g) A voting exclusion applies to Resolution 2 in the terms set out in the Notice of Meeting.

Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 2.

3 Resolution 3 – Issue of Shares to Kreditanstalt für Wiederaufbau

Background to Resolution

Please refer to the information under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project" for the background to this Resolution and for information about Listing Rule 7.1.

Shareholder approval sought

The issue of Shares to KfW under the KfW Subscription Agreement is conditional on, and requires, the approval of the Company's Shareholders under Listing Rule 7.1 (in accordance with Listing Rule 7.2, Exception 17). The agreement to issue Shares to KfW did not fit within any of the other exceptions to Listing Rule 7.1.

Under this Resolution, the Company seeks renewed Shareholder approval for the issue of Shares to KfW to the value of €50 million, converted to AUD at the Exchange Rate in accordance with the Subscription Agreement, for the purposes of Listing Rule 7.1, so as to permit the issue of these Shares to proceed.

The Company previously sought and obtained Shareholder approval to the issue of Shares to the value of €50 million to KfW at the EGM, with the relevant resolution approved by 99.52% of the valid votes cast on it. In accordance with Listing Rule 7.3.4 and as noted in the Notice of EGM, the Company is required to issue the Shares to KfW on or before the date that is 3 months after the date of the EGM, being 2 October 2026.

The Company has not yet issued the Shares to KfW and anticipates that it may not issue the Shares to KfW on or prior to 2 October 2026 (on the basis that all conditions precedent to the issue under the KfW Subscription Agreement may not be satisfied by this date). Accordingly, the Company expects that the Shareholder approval to the issue of Shares to KfW obtained at the EGM will expire on 2 October 2026.

Resolution 3 seeks renewed Shareholder approval to the issue of Shares to KfW, which will enable the Company to issue the Shares to KfW within 3 months from the date of the AGM.

If Resolution 3 is passed, the Company will be able to proceed with the issue of Shares to KfW and the issue will be excluded from the calculation of the Company's 15% limit under Listing Rule 7.1. However, the Company notes that, unless a waiver of certain conditions of the KfW Subscription Agreement is obtained from KfW, the Company will not proceed with the issue of Shares to KfW unless each of Resolutions 2 and 4 are also passed.

If Resolution 3 is not passed, the Company will not be able to proceed with the issue of Shares to KfW under the KfW Subscription Agreement. This could be expected to have an adverse effect on the Company's planned construction of the Nolans Project.

Information required by Listing Rule 7.3

Listing Rule 7.3 requires the following specific information to be provided in relation to this Resolution:

(a) The Shares will be issued to Kreditanstalt für Wiederaufbau, Germany's state-owned development bank, acting on behalf of the German Raw Materials Fund.

(b) KfW will be issued fully paid ordinary shares in the capital of the Company to the value of €50 million. The actual number of Shares issued will be determined shortly prior to completion of the KfW Subscription Agreement, when KfW's €50 million equity commitment is converted into Australian dollars by reference to the Exchange Rate. The number of Shares to be issued to KfW will then be determined by dividing the resulting Australian dollar amount by the Issue Price.

Set out below are worked examples (for illustrative purposes only) showing how the number of Shares to be issued to KfW will be calculated under an assumed Exchange Rate of 1.6290, together with the effect of a 10% increase and decrease from that assumed Exchange Rate:

Exchange Rate (EUR-AUD)	**1.4661 (10% decrease)**	**1.6290 (assumed)**	**1.7919 (10% increase)**
Number of Shares	299,513,913 Shares	332,793,237 Shares	366,072,560 Shares

(c) The Shares will be issued within 3 months after the date of the Meeting (or such later date to the extent permitted by an ASX waiver or modification of the Listing Rules).

(d) The Shares will be issued at the Issue Price of A$0.24474656 per Share. The Company will receive consideration of an Australian dollar amount equivalent to €50 million (converted to AUD at the Exchange Rate).

(e) The purpose of the issue is to raise capital. Funds raised from the issue of Shares to KfW are intended to be used for construction and development of the Nolans Project.

(f) The material terms of the KfW Subscription Agreement were set out in the Company's ASX announcement dated 1 April 2026. As noted under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project" above, the KfW and EFA subscriptions are no longer inter-conditional. Aside from this change, the material terms remain the same as those set out in the Company's ASX announcement dated 1 April 2026, and there are no further material terms to disclose in respect of this issue.

(g) A voting exclusion applies to Resolution 3 in the terms set out in the Notice of Meeting.

Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 3.

4 Resolution 4 - Issue of Convertible Notes to the National Reconstruction Fund Corporation

Background to Resolution

Please refer to the information under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project" for the background to this Resolution and for information about Listing Rule 7.1.

Shareholder approval sought

The issue of Convertible Notes to NRFC under the NRFC Subscription Agreement is conditional on, and requires, the approval of the Company's Shareholders under Listing Rule 7.1 (in accordance with Listing Rule 7.2, Exception 17). The agreement to issue Convertible Notes to NRFC did not fit within any of the other exceptions to Listing Rule 7.1.

Under this Resolution, the Company seeks Shareholder approval for the issue of 200 Convertible Notes to NRFC for the purposes of Listing Rule 7.1, so as to permit the issue of these Convertible Notes to proceed. As noted above, the Convertible Notes are convertible into a maximum of 420,168,067 Shares (assuming no adjustments to the Conversion Price and excluding any capitalised interest or interest paid via Share issues). The Company also seeks approval of the issue of Shares on conversion of the Convertible Note and in relation to the satisfaction of interest payments, where applicable. Further detail on Shares which may be issued on the capitalisation or payment of interest are set out below.

The Company previously sought and obtained Shareholder approval to the issue of 200 Convertible Notes to NRFC at the EGM, with the relevant resolution approved by 99.85% of the valid votes cast on it. In accordance with Listing Rule

7.3.4 and as noted in the Notice of EGM, the Company is required to issue the Shares to KfW on or before the date that is 3 months after the date of the EGM, being 2 October 2026.

The Company has not yet issued the Convertible Notes to NRFC and anticipates that it may not issue the Convertible Notes to NRFC on or prior to 2 October 2026. As noted in the Notice of EGM, the terms of the NRFC Subscription Agreement require the Convertible Notes to be issued by no later than 11 November 2027, being the date that is 18 months after the execution of the NRFC Subscription Agreement. This 18-month period was negotiated to allow the Company to defer issuing the Convertible Notes until it has a need for the A$200 million in subscription funds, in circumstances where the Company has already raised significant capital (in the sum of approximately A$1.07 billion) sufficient to fund the initial construction and development works at the Nolans Project.[6] Given quarterly interest becomes payable on the aggregate outstanding face value of the Convertible Notes (as set out further below under the sub-heading “Capitalisation, interest and the potential issue of Shares to NRFC”), the Company does not wish to issue the Convertible Notes until such time as it actually requires the funds. The Company sought a waiver from Listing Rule 7.3.4 to enable the Company to issue the Convertible Notes later than the date that is three months from the date of the EGM. As announced to ASX on 30 June 2026, this waiver was not granted.

The Company does not anticipate that it will issue the Convertible Notes on or prior to 2 October 2026, on the basis that it does not believe that issuing the Convertible Notes early (and becoming liable for quarterly interest payments) is in the best interests of the Company. Accordingly, the Company expects the Shareholder approval to the issue of Convertible Notes to NRFC obtained at the EGM will expire on 2 October 2026.

Resolution 4 seeks renewed Shareholder approval to the issue of Convertible Notes to NRFC, which will enable the Company to issue the Convertible Notes to NRFC within 3 months from the date of the AGM (unless a further waiver is sought and obtained).

If Resolution 4 is passed, the Company will be able to proceed with the issue of Convertible Notes to NRFC and the issue will be excluded from the calculation of the Company’s 15% limit under Listing Rule 7.1. However, the Company notes that, unless a waiver of certain conditions of the NRFC Subscription Agreement is obtained from NRFC, the Company will not proceed with the issue of Convertible Notes to NRFC unless Resolution 2 is also passed. If Resolution 4 is passed, the Company will also be able to proceed with issues of Shares to NRFC, both on the conversion of Convertible Notes and to satisfy the payment of interest, without being required to seek further Shareholder approval.

If Resolution 4 is not passed, the Company will not be able to proceed with the issue of Convertible Notes to NRFC. As a consequence, unless a waiver of certain conditions of the EFA Subscription Agreement and the KfW Subscription Agreement are obtained from EFA and KfW respectively, the Company will also not be able to proceed with the issue of Shares to EFA and KfW under Resolutions 2 and 3 respectively (and the Company will not receive the Cornerstone Equity subscription funds).

Capitalisation, interest and the potential issue of Shares to NRFC

From the issue date of the Convertible Notes until the date that is 7 years after that issue date (or until the Convertible Notes are converted) (the **Initial Interest Period**), interest will accrue on the amount outstanding under the Convertible Notes at an interest rate equal to the prevailing three-month BBSY rate plus 3.0% per annum (noting that, as at the date of this Notice, the current three-month BBSY rate is 4.6748% per annum (as at 9 September 2026), which would result in an interest rate during the Initial Interest Period of 7. 6748% per annum if the rate was determined at the date of this Notice). During the Initial Interest Period, interest is payable at the election of the Company by either capitalising the interest into the aggregate outstanding face value of the Convertible Notes or by

[6] Comprising the ~A$481 million raised under the Placement and Share Purchase Plan announced to ASX on 28 October 2025, the ~A$361.5 million raised under the July Capital Raising, the ~A$146 million that will be raised under the issue of Shares to EFA, and the ~A$81.5 million (the final amount will be determined closer to the time of the subscription) that will be raised under the issue of Shares to KfW.

the issue of new Shares to the value of the interest owing, with the issue price for those Shares to be calculated by reference to the 30 Trading Day VWAMP of Shares prior to the last day of the quarter to which the interest relates.

From the date that is 7 years after the issue date to the maturity date of the Convertible Notes (the **Subsequent Interest Period**), interest will accrue on the amount outstanding under the Convertible Notes (if not converted) at an interest rate equal to the prevailing three-month BBSY rate plus 6.0% per annum. During the Subsequent Interest Period, interest is payable at the election of NRFC in cash (to the extent such a cash payment is permitted under the terms of the Company's senior finance facilities for the Nolans Project) or by the issue of new Shares to the value of the interest owing, with the issue price for those Shares to be calculated by reference to the 30 Trading Day VWAMP of Shares prior to the last day of the quarter to which the interest relates. To the extent that interest cannot be paid in cash (for example, in circumstances where payment of cash is precluded by the terms of Arafura's senior finance facilities) or by the issue of new Shares (for example, where the issue of Shares to NRFC would result in NRFC contravening section 606 of the Corporations Act), interest will be capitalised into the aggregate outstanding face value of the Convertible Notes.

Accordingly, the Company may issue further Shares to NRFC (beyond the issue of Shares on conversion of some or all of the $200m face value of the Convertible Notes), either where the Company elects for interest to be capitalised into the aggregate outstanding face value of the Convertible Notes during the Initial Interest Period and NRFC subsequently converts that amount (at the Conversion Price) into Shares, or where the Company issues Shares to the value of the interest owing (at the Company's election during the Initial Interest Period, and at NRFC's election during the Subsequent Interest Period). This Resolution 4 seeks Shareholder approval to these potential issues of Shares, in addition to the issue of Shares on conversion of the Convertible Notes (if any) and to the issue of the Convertible Notes.

The number of Shares to be issued in the circumstances set out above is presently unknown, as:

(i) the Company does not yet know whether it will elect to capitalise interest or pay interest by way of the issue of Shares (during the Initial Interest Period);

(ii) the Company does not know whether NRFC will convert any or all of its Convertible Notes during the conversion period;

(iii) to the extent NRFC does not convert its Convertible Notes during the conversion period, the Company does not know whether NRFC will elect for interest accruing during the Subsequent Interest Period to be paid in cash (and if so, whether the terms of the senior finance facilities will permit this form of repayment at the relevant time) or be paid by way of the issue of Shares;

(iv) the Company does not know, and is unable to predict, the interest rate(s) that will be payable during the Initial Interest Period, which will impact both the number of Shares issued during the Initial Interest Period (if the Company elects to pay interest by way of the issue of Shares) and the aggregate amount outstanding of the Convertible Notes (if the Company elects to capitalise interest); and

(v) the Company does not know, and is unable to predict, the interest rate(s) that will be payable during the Subsequent Interest Period (assuming NRFC has not converted all Convertible Notes), which will impact both the number of Shares issued during the Subsequent Interest Period (if NRFC elects to be paid interest by way of the issue of Shares) and the aggregate amount outstanding of the Convertible Notes (if the Company is unable to pay interest by way of cash or the issue of Shares, in which case interest will be capitalised into the aggregate outstanding face value of the Convertible Notes).

Worked examples

Key assumptions for the below examples are:

(i) the Convertible Notes are issued on 1 January 2027;

(ii) each quarter is exactly one-quarter of a year;

(iii) during the Initial Interest Period, the prevailing three-month BBSY is 4.5% at all times (and so the mid-point example shown is 7.5%, the low-point example shown is 5.25%, and the high-point example shown is 9.75%);

(iv) during the Subsequent Interest Period, the prevailing three-month BBSY is 4.5% at all times (and so the mid-point example shown is 10.5%, the low-point example shown is 8.25%, and the high-point example shown is 12.75%); and

(v) Arafura's 30 Trading Day VWAMP is, at all times, A$0.26 (and so the mid-point example shown is A$0.26, the low-point example shown is A$0.13, and the high-point example shown is A$0.52).

The Company notes that each example is for illustrative purposes only. Actual figures will ultimately depend on the actual outcome of the variables noted above.

Worked example 1: First quarterly interest payment during the Initial Interest Period

The below example assumes that, on 31 March 2027 (i.e. three months after the date of issue, being the end of the first quarter of the Initial Interest Period), the Company elects to pay interest accrued on the Convertible Notes by way of the issue of Shares to NRFC:

Share Price / Interest Rate	Low-point (A$0.13)	Mid-point (A$0.26)	High-point (A$0.52)
Low-point (5.25%)	Interest: $2,625,000 Shares: 20,192,307	Interest: $2,625,000 Shares: 10,096,153	Interest: $2,625,000 Shares: 5,048,076
Mid-point (7.5%)	Interest: $3,750,000 Shares: 28,846,153	Interest: $3,750,000 Shares: 14,423,076	Interest: $3,750,000 Shares: 7,211,538
High-point (9.75%)	Interest: $4,875,000 Shares: 37,500,000	Interest: $4,875,000 Shares: 18,750,00	Interest: $4,875,000 Shares: 9,375,000

By way of further example, on the assumption that NRFC does not convert any of its Convertible Notes, if the Company elects to pay interest each quarter by way of the issue of Shares to NRFC:

(i) assuming the interest rate is steady at 5.25% and the 30 Trading Day VWAMP of Arafura Shares is steady at A$0.52 throughout the entire Initial Interest Period, the Company would issue NRFC 141,346,153 Shares to satisfy interest repayments during the Initial Interest Period;

(ii) assuming the interest rate is steady at 7.5% and the 30 Trading Day VWAMP of Arafura Shares is steady at A$0.26 throughout the entire Initial Interest Period, the Company would issue NRFC 403,846,153 Shares to satisfy interest repayments during the Initial Interest Period; and

(iii) assuming the interest rate is steady at 9.75% and the 30 Trading Day VWAMP of Arafura Shares is steady at A$0.13 throughout the entire Initial Interest Period, the Company would issue NRFC 1,050,000,000 Shares to satisfy interest repayments during the Initial Interest Period.

Worked example 2: Capitalisation until final day of conversion period

The below example assumes that at the end of each quarter during the Initial Interest Period, the Company elects to capitalise interest into the aggregate outstanding face value of the Convertible Notes, and that NRFC elects to convert all of its Convertible Notes on the final day of the conversion period (being the date that is 7 years after the issue date of the Convertible Notes) at the conversion price of A$0.476:

Description / Interest Rate	Interest accrued	Amount outstanding	Shares issued

Low-point (5.25%)	$88,134,257.90	$288,134,257.90	605,324,071
Mid-point (7.5%)	$136,452,224.94	$336,452,224.94	706,832,405
High-point (9.75%)	$192,537,526.27	$392,537,526.27	824,658,668

In each example, the total number of Shares issued includes 420,168,067 Shares issued in relation to the initial aggregate face value of the Convertible Notes of A$200 million. Accordingly:

(i) assuming the interest rate is steady at 5.25% throughout the entire Initial Interest Period, the Company would issue 185,156,004 Shares in respect of interest accrued;

(ii) assuming the interest rate is steady at 7.5% throughout the entire Initial Interest Period, the Company would issue 286,664,338 Shares in respect of interest accrued; and

(iii) assuming the interest rate is steady at 9.75% throughout the entire Initial Interest Period, the Company would issue 404,490,601 Shares in respect of interest accrued.

Worked example 3: First quarterly interest payment during the Subsequent Interest Period

The below example assumes that NRFC did not convert any of its Convertible Notes during the conversion period, that interest accrued during the Initial Interest Period at the rates shown in worked example 2 above and was capitalised into the aggregate amount outstanding of the Convertible Notes, and that, on 31 March 2034 (i.e. at the end of the first quarter of the Subsequent Interest Period), NRFC elects to be paid interest by way of the issue of Shares. The example also assumes that the Company has not redeemed any of the Convertible Notes at this time:

Share Price **Interest Rate**	**Low-point (A$0.13)**	**Mid-point (A$0.26)**	**High-point (A$0.52)**
Low-point (8.25%) (Amount outstanding at commencement of quarter is $288,134,257.90)	Interest: $5,942,769.07 Shares: 45,713,608	Interest: $5,942,769.07 Shares: 22,856,804	Interest: $5,942,769.07 Shares: 11,428,402
Mid-point (10.5%) (Amount outstanding at commencement of quarter is $336,452,224.94)	Interest: $8,831,870.90 Shares: 67,937,468	Interest: $8,831,870.90 Shares: 33,968,734	Interest: $8,831,870.90 Shares: 16,984,367
High-point (12.75%) (Amount outstanding at commencement of quarter is $392,537,526.27)	Interest: $12,512,133.65 Shares: 96,247,181	Interest: $12,512,133.65 Shares: 48,123,590	Interest: $12,512,133.65 Shares: 24,061,795

By way of further example, on the assumption that the Subsequent Interest Period lasts for 8 years (which is consistent with the Company's current projection for the tenor of the senior finance facilities for the Nolans Project), that NRFC elects to receive interest each quarter by way of the issue of Shares to NRFC, and that Arafura is unable at any point to pay any amount of the principal amount outstanding:

(i) assuming the interest rate is steady at 8.25% and the 30 Trading Day VWAMP of Arafura Shares is steady at A$0.52 throughout the entire Subsequent Interest Period, the Company would issue NRFC 365,708,864 Shares to satisfy interest repayments during the Subsequent Interest Period;

(ii) assuming the interest rate is steady at 10.5% and the 30 Trading Day VWAMP of Arafura Shares is steady at A$0.26 throughout the entire Subsequent Interest Period, the Company would issue NRFC 1,086,999,495 Shares to satisfy interest repayments during the Subsequent Interest Period; and

(iii) assuming the interest rate is steady at 12.75% and the 30 Trading Day VWAMP of Arafura Shares is steady at A$0.13 throughout the entire Subsequent Interest Period, the Company would issue NRFC 3,079,909,821 Shares to satisfy interest repayments during the Subsequent Interest Period.

19.99% Voting Power limit

The NRFC Subscription Agreement contains certain restrictions and obligations where an issue of Shares on conversion of the Convertible Notes (including on conversion of interest that has been capitalised into the aggregate amount outstanding of the Convertible Notes) would result in a person contravening section 606 of the Corporations Act (on the basis that their Voting Power in the Company would exceed 19.99%, or would increase from a starting point that is above 20% and below 90% (the **Relevant Threshold**)).

In circumstances where a person exceeding the Relevant Threshold is not permitted under the Corporations Act or applicable law, the noteholder may only convert such portion of the Convertible Notes that would result in the Voting Power of the relevant person in the Company being at or as close as possible to the Relevant Threshold, and the Company must (if requested) take all steps necessary to obtain Shareholder approval for the purposes of Item 7 of Section 611 of the Corporations Act (which, if obtained, would allow the relevant person to exceed the Relevant Threshold). If the Company's Shareholders do not provide this approval, the Company would be required to redeem the relevant person's outstanding Convertible Notes within three months of the date at which the Company had sought the Shareholder approval.

Accordingly, while each of the above examples purports to illustrate the Shares that may be issued to NRFC in certain circumstances, it is important to note that issues of Shares on conversion of Convertible Notes may be limited by the operation of the NRFC Subscription Agreement and section 606 of the Corporations Act unless further Shareholder approvals are obtained.

Examples - illustrative only

Each of the above examples is illustrative only. The Company notes that:

(a) the issue price for any Shares issued in satisfaction of interest repayments is variable and does not have a floor;

(b) the interest rate payable (both in the Initial Interest Period and in the Subsequent Interest Period) is variable;

(c) while a "low-point" and "high-point" interest rate is shown for the Initial Interest Period, this rate could ultimately fall as low as 3% and has no cap and, accordingly, the "low-point" and "high-point" examples do not represent potential future minimums or maximums;

(d) while a "low-point" and "high-point" interest rate is shown for the Subsequent Interest Period, this rate could ultimately fall as low as 6% and has no cap and, accordingly, the "low-point" and "high-point" examples do not represent potential future minimums or maximums;

(e) the Company cannot predict its future Share price, and so the "low-point" Share price of A$0.13 and the "high-point" Share price of A$0.52 do not represent potential future minimums or maximums;

(f) in practice, Arafura's Share price and the relevant interest rate payable will fluctuate from day-to-day and throughout the periods to which the examples relate. The examples shown assume fixed, consistent Share prices and BBSY rates, and so the ultimate amount of interest payable (and Shares that the Company may issue in respect of interest) will vary from the examples shown.

Information required by Listing Rule 7.3

Listing Rule 7.3 requires the following specific information to be provided in relation to this Resolution:

(a) The Convertible Notes, any Shares to be issued on their conversion, and any Shares to be issued in satisfaction of interest repayments, will be issued to the National Reconstruction Fund Corporation (or its nominee) or to a "Qualifying Transferee" (being either a related-entity of the Australian Government or an OECD-headquartered, non-sanctioned bank or financial institution meeting certain credit rating specifications).

(b) 200 Convertible Notes will be issued in total, convertible into a maximum of 420,168,067 fully paid ordinary shares in the capital of the Company (assuming no adjustments to the Conversion Price and excluding any capitalised interest or interest paid via Share issues). As set out above under the sub-heading "Worked Examples", Shares may also be issued to satisfy the payment of interest or where interest is capitalised into the aggregate amount outstanding of the Convertible Notes and those Convertible Notes are then converted. Shareholder approval is also requested by way of this Resolution for the issue of Shares to satisfy the required interest payment obligations under the NRFC Subscription Agreement.

(c) A summary of the material terms of the Convertible Notes is set out in Annexure B.

(d) The Convertible Notes will be issued no later than the date that is 3 months after the date of the Meeting (or such later date to the extent permitted by a subsequent ASX waiver or modification of the Listing Rules).

(e) The Convertible Notes will be issued for $200 million in aggregate (before costs), with each Convertible Note having a face value of $1 million.

(f) The purpose of the issue is to raise capital. Funds raised from the issue of the Convertible Notes to NRFC must be used solely to fund the development and commissioning of the Nolans Project and to fund corporate activities and overheads incidental or ancillary to the development and commissioning of the Nolans Project.

(g) The material terms of the NRFC Subscription Agreement were set out in the Company's ASX announcement dated 12 May 2026, and a summary of the material terms of the Convertible Notes is set out in Annexure B. There are no further material terms to disclose in respect of this issue.

(h) A voting exclusion applies to Resolution 4 in the terms set out in the Notice of Meeting.

Board recommendation

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

5 Resolution 5 – Re-election of Mr Michael Spreadborough

Mr Michael Spreadborough was initially appointed by the Directors on 8 April 2024 under rule 7.1(b) of the Company's Constitution. Mr Spreadborough was re-elected as a Director at the Company's 2024 Annual General Meeting.

Mr Spreadborough now retires in accordance with rule 7.1(e) of the Company's Constitution, which stipulates that no Director who is not the Managing Director may hold office without re-election beyond the third annual general meeting following the Director's appointment or last election. Being eligible, Mr Spreadborough offers himself for re-election.

Mr Spreadborough has a mining engineering background with more than 30 years' experience in mining lead, zinc, uranium, copper, gold and iron ore. He has held roles across the scope of the industry from business and project development to operations and exploration. He held positions as the General Manager – Mining for WMC and Vice President – Mining for BHP Billiton at the world-class Olympic Dam Mine in South Australia, General Manager – Coastal Operations for Rio Tinto, responsible for port operations and Pannawonica mine site, Chief Operating Officer for Inova Resources Ltd (formerly Ivanhoe Australia) and Sandfire Resources.

Mr Spreadborough is currently Executive Co-Chairman and acting CEO of Novo Resources (ASX: NVO). Mr Spreadborough has displayed during his tenure that he has sufficient time to fulfill his responsibilities as a Non-Executive Director.

As at the date of this Notice, Mr Spreadborough has been a Director of the Company for approximately two years and five months. He is Chairman of the Remuneration and Nomination Committee and a member of the Audit Committee and Risk Management Committee.

After appropriate consideration, and taking into account his past performance, contributions to the Company and the current and future needs of the Board and the Company, the Board's members (excluding Mr Spreadborough) unanimously resolved that Mr Spreadborough's distinct set of skills and experience, including in project development and operations, is of obvious and on-going benefit to the Board. The Board also considered that Mr Spreadborough's independence has not been impaired during his tenure and that he is therefore considered to be an independent Director.

Board recommendation

The Board (other than Mr Spreadborough) recommends that Shareholders vote in favour of Resolution 5.

6 Resolution 6 – Renewed approval to issue securities under Incentive Plan

General

Resolution 6 is an ordinary resolution that seeks Shareholder approval for issues of securities under the Incentive Plan for the purposes of the Listing Rules. The Incentive Plan was adopted by the Board in 2023, and issues of securities under the Incentive Plan were approved by Shareholders on 19 October 2023 at the Company's 2023 annual general meeting.

The main purposes of the Incentive Plan are to incentivise Eligible Executives to provide (and reward them for providing) dedicated and ongoing commitment and effort to the Company, and to align the interests of Eligible Executives and Shareholders in order to increase Shareholder value by enabling Eligible Executives to share in the future growth and profitability of the Company. The Board considers that the continued ability to issue Performance Rights and/or Options as incentives to Eligible Executives provides a necessary mechanism to attract, retain and motivate personnel to achieve the Company's goals.

Summary of Incentive Plan

The Incentive Plan contemplates the issue to Participants of Rights and/or Options which carry the entitlement to be issued Shares on satisfaction of Performance Conditions and/or on payment of an exercise price as determined by the Board.

Purpose of approvals sought

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

Exception 13 of Listing Rule 7.2 excludes securities (including options and rights) issued under an employee incentive scheme from counting towards that 15% placement capacity where shareholders have approved the issue of the securities under such an incentive scheme. Such approval is valid for three years from the date of shareholder approval. As noted above, the issue of securities under the Incentive Plan was approved by Shareholders on 19 October 2023. In accordance with Exception 13 of Listing Rule 7.2, this approval will lapse on 19 October 2026.

This Resolution 6 therefore seeks to obtain renewed Shareholder approval for the issue of securities to Eligible Executives (or their Nominees) under the terms of the Incentive Plan for the next three years so that the Company retains the ability to manage its capital requirements efficiently by ensuring that the 15% limit is not reduced by issues of securities under the Incentive Plan. The Board believes this will provide the Company with additional flexibility to raise capital as and when appropriate.

If Shareholder approval for the issue of securities under the terms of the Incentive Plan is not obtained, any issues of securities under the Incentive Plan would reduce the Company's 15% placement capacity under Listing Rule 7.1.

It is important to note that Resolution 6 does not of itself authorise the issue of securities to Directors. Any such issues need to be specifically approved under Listing Rule 10.14.

If approval is obtained under Resolution 6, that approval will cease to be available if there is a material change to the terms of the Incentive Plan from those set out in this Notice.

Information required by ASX Listing Rule 7.2, Exception 13(b)

The following information is provided in accordance with Listing Rule 7.2, Exception 13(b), which sets out the information that must be provided to Shareholders in order to obtain Shareholder approval under Listing Rule 7.2:

(a) A summary of the terms of the Incentive Plan is set out in Annexure E of this Explanatory Memorandum. A full copy of the Incentive Plan is available for inspection at the Company's registered office during normal business hours.

(b) The Company has issued the following securities since adoption of the Incentive Plan:

Date of Issue	Class	Number	Expiry Date
6 December 2023	Performance Rights	49,213,506[7]	Various
6 December 2023	Performance Rights	7,643,734	1 July 2028
28 April 2025	Performance Rights	1,253,479	1 July 2028
15 December 2025	Performance Rights	41,305,519	15 December 2040
4 June 2026	Performance Rights	4,545,009	4 June 2041
4 June 2026	Performance Rights	166,667	4 June 2041

(c) Following approval of Resolution 6, the maximum number of securities proposed to be issued within the next three years under the Incentive Plan is 140,000,000 Options or Rights (in aggregate), representing approximately 2.3% of the undiluted Shares in the Company as at 10 September 2026.

The maximum number stated above is not intended to be a prediction of the actual number of securities to be issued under the Incentive Plan – it is simply a ceiling for the purposes of Listing Rule 7.2, Exception 13(b). The total number of securities ultimately issued under the Incentive Plan within the next three years may be less than the maximum number stated above or may be more than the maximum number stated above (in which case the excess will count towards the Company's 15% placement capacity under Listing Rule 7.1).

The actual number of securities that will be issued will be determined by the Board on the basis of (among other things) the number of persons entitled to incentive securities and the forward work plans of the

[7] Performance rights issued under Nolans Success Plan were subsequently cancelled (with shareholder approval obtained at the Company's 2025 Annual General Meeting) in consideration for recipients being issued new performance rights (which were issued on 15 December 2025 and 4 June 2026).

Company. Any issues of securities under the Incentive Plan will be in accordance with the terms of the Incentive Plan and the Listing Rules.

The Company notes that any securities issued with Shareholder approval under Listing Rule 10.14 will not count towards the above cap. Accordingly, if Shareholders approve both Resolutions 6 and 7, the 3,699,825 Performance Rights to be issued to Mr Cuzzubbo under Resolution 7 will not count towards the cap set out above.

If Resolution 6 is approved by shareholders, the Company will be able to issue securities under the terms of the Incentive Plan as set out above and as summarised in Annexure E.

(d) A voting exclusion statement in respect of Resolution 6 is set out in the Notice.

Board recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 6.

7 Resolution 7 – Issue of Performance Rights to Mr Darryl Cuzzubbo

***Listing* Rule requirements**

The Company is proposing to issue 3,699,825 Performance Rights under the Incentive Plan to the Managing Director and CEO of the Company, Mr Darryl Cuzzubbo, or his nominee (the **Proposed Issue**).

Listing Rule 10.14 provides that a listed company must not permit a director (or certain other persons) to acquire equity securities under an employee incentive scheme unless it obtains the approval of its shareholders.

The Proposed Issue falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders.

If Resolution 7 is passed, the Company will be able to proceed with the Proposed Issue.

If Resolution 7 is not passed, the Company will not be able to proceed with the Proposed Issue and would need to consider alternative remuneration arrangements for Mr Cuzzubbo.

The Board has formed the view that Shareholder approval under section 208 of the Corporations Act is not required for the Proposed Issue as the issue, which forms part of the remuneration package for Mr Cuzzubbo, is considered reasonable remuneration for the purposes of section 211 of the Corporations Act (taking into account the Company's and Mr Cuzzubbo's circumstances).

***Information* required by Listing Rule 10.15**

Listing Rule 10.15 sets out the information that must be provided to Shareholders in order to obtain Shareholder approval under Listing Rule 10.14. The following information is provided in accordance with Listing Rule 10.15:

(a) The person to acquire Performance Rights under the Incentive Plan is Mr Darryl Cuzzubbo, the Managing Director and CEO of the Company (or his nominee).

(b) Mr Cuzzubbo falls within Listing Rule 10.14.1 as he is the Managing Director and CEO of the Company. His nominee (if applicable) would fall within Listing Rule 10.14.2, as his associate.

(c) Mr Cuzzubbo (or his nominee) will be issued 3,699,825 Performance Rights under the Incentive Plan, which may vest into a maximum of 3,699,825 Shares.

(d) Mr Cuzzubbo's current total remuneration package is:

  (i) total fixed remuneration (**TFR**) of $886,542, comprising of a base salary of $854,042 and superannuation of $32,500; and

  (ii) the Performance Rights the subject of this Resolution 7.

  (iii) Participation in a short-term incentive plan for the period 1 July 2026 to 30 June 2027 to a maximum value of 150% of TFR. The intention of the Company is that the STI will be settled by way of incentive securities and shareholder approval will be sought in 2027. Please refer to Remuneration Report on pages 57 to 75 of the Company's 2026 Annual Report which was released to the market on 31 August 2026 for further information.

(e) A total of 10,638,510 performance rights have been issued to Mr Cuzzubbo (or his nominee) under the Incentive Plan following shareholder approval at the 2025 Annual General Meeting.

(f) A summary of the material terms of the Performance Rights (including the Performance Conditions attached to them) to be issued under the Incentive Plan is set out in Annexure D. No issue price is payable for the Performance Rights, and no payment is required on vesting or exercise of a Performance Right.

(g) The Performance Rights are being used to provide cost effective remuneration for Mr Cuzzubbo as an incentive, alignment and retention tool.

(h) The number of Performance Rights to be granted to Mr Cuzzubbo was calculated by dividing 100% of his TFR ($886,542) by $0.2396396 (rounded) (which was the 5-day volume weighted average price (**VWAP**) of the Company's Shares to 30 June 2026. However, the indicative fair value of the Performance Rights is in fact $747,365 based on a fair value of $0.202 per Performance Right, which is the Company's 5-day VWAP up to and including 31 August 2026.

(i) It is proposed that Mr Cuzzubbo (or his nominee) will be issued the Performance Rights as soon as practicable (and in any event within 3 years) after the date of the Meeting (unless an ASX waiver is obtained).

(j) The Performance Rights will be issued to Mr Cuzzubbo (or his nominee) for nil cash consideration (in line with the terms of the Incentive Plan) as part of his remuneration package.

(k) A summary of the material terms of the Incentive Plan is set out in Annexure E of this Explanatory Memorandum.

(l) No loan will be provided in relation to the acquisition of the Performance Rights.

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

(n) Any additional persons covered by Listing Rule 10.14 who become entitled to participate in the Incentive Plan after the resolution is approved and who were not named in this Notice will not participate until approval is obtained under that rule.

(o) A voting exclusion statement in respect of Resolution 7 is set out in the Notice.

If approval is given under Listing Rule 10.14, approval is not required under Listing Rule 7.1 in relation to the securities to be issued.

Board *recommendation*

The Board (other than Mr Darryl Cuzzubbo, who abstains) unanimously recommends that Shareholders vote in favour of this Resolution.

Annexure A – Definitions

The meanings of capitalised terms used in this Notice of Annual General Meeting and Explanatory Memorandum are set out below:

Annual General Meeting or **Meeting** means the Company's annual general meeting to be held on 22 October 2026 at 11.00 am WST.

ASX means the ASX Limited or the Australian Securities Exchange operated by ASX Limited, as the context requires.

BDO means BDO Audit Pty Ltd.

BBSY means the Bank Bill Swap Bid Rate.

Board means the board of Directors of the Company.

Certainty Condition has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Chairperson means the chair of the Meeting.

Company or **Arafura** means Arafura Rare Earths Limited (ABN 22 080 933 455).

Constitution means the constitution of the Company.

Construction Condition has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Conversion Price has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Convertible Notes has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Cornerstone Equity has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Cornerstone Investors means KfW, EFA and NRFC, and **Cornerstone Investor** means any one of them.

Cornerstone Subscription Agreements means each of the EFA Subscription Agreement, the KfW Subscription Agreement and the NRFC Subscription Agreement.

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

Director means a Director of the Company.

EFA means Export Finance Australia (also known as Export Finance and Insurance Corporation) established under the *Export Finance and Insurance Corporation Act 1991* (Cth).

EFA Subscription Agreement has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

EGM means the Company's extraordinary general meeting held on 2 July 2026.

Exchange Rate has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Explanatory Memorandum means the explanatory memorandum to the Notice.

Incentive Plan or **Plan** means the Arafura Incentive Plan Rules.

Initial Interest Period has the meaning given in the Explanatory Memorandum under the heading "Resolution 4 - Issue of Convertible Notes to the National Reconstruction Fund Corporation".

Annexure A – Definitions

Issue Price means A$0.24474656 per Share.

July Capital Raising has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

KfW means Kreditanstalt für Wiederaufbau, Germany's state-owned development bank, acting on behalf of the German Raw Materials Fund.

KfW Subscription Agreement has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Listing Rules means the Listing Rules of ASX.

Measurement Period means a period for satisfaction of a Performance Condition, as specified in the Offer, which shall be determined by the Board in its absolute discretion.

Nolans Project means the Company's Nolans Rare Earths Project located in the Northern Territory.

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

Notice of EGM means the Company's notice of EGM dated 3 June 2026.

NRFC means the National Reconstruction Fund Corporation.

NRFC Announcement has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

NRFC Subscription Agreement has the meaning given in the Explanatory Memorandum under the heading "Background to Resolutions 2, 3 and 4 – Financing for the Nolans Project".

Offer means an offer made under the Incentive Plan.

Option means an option to acquire a Share.

Performance Right means an entitlement to be issued a Share that vests based on satisfaction of a Performance Condition.

Performance Condition means one or more conditions based on performance or other criteria which must be satisfied or circumstances which must exist before a Performance Right or Option vests and which is set out in the Offer.

Proposed Issue has the meaning given in the Explanatory Memorandum under the heading "Resolution 7 - Issue of Performance Rights to Mr Darryl Cuzzubbo".

Proxy Form means the proxy form attached to the Notice.

Relevant Threshold has the meaning given in the Explanatory Memorandum under the heading "Resolution 4 - Issue of Convertible Notes to the National Reconstruction Fund Corporation".

Remuneration Report means the report commencing on page 57 of the Company's 2026 Annual Report which was released to the market on 31 August 2026.

Resolution means a resolution contained in the Notice.

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

Shareholder means a shareholder of the Company.

Subsequent Interest Period has the meaning given in the Explanatory Memorandum under the heading "Resolution 4 - Issue of Convertible Notes to the National Reconstruction Fund Corporation".

Annexure A – Definitions

Trading Day has the meaning given to that term in the Listing Rules.

Voting Power has the meaning given in the Corporations Act.

VWAMP means volume weighted average market price.

WST means Australian Western Standard Time.

Annexure B – Key terms of the Convertible Notes

A summary of the key terms of the NRFC Subscription Agreement and the terms and conditions of the Convertible Notes is set out below:

Topic	Summary
Subscriber	National Reconstruction Fund Corporation
Securities	Unsecured convertible notes (**Convertible Notes**)
Face Value	The aggregate principal amount of the Convertible Notes is A$200 million, divided into 200 Convertible Notes each with a face value of A$1 million.
Issue Date	The Convertible Notes will be issued following satisfaction or waiver of conditions precedent (see below), at a time elected by the Company by giving a notice to subscribe to NRFC (which must be no later than 11 November 2027).
Maturity Date	1 business day after the later of (a) the "Final Repayment Date" under the Common Terms Deed and (b) the "Termination Date" under the Subordinated Facility Agreement (each as at the date of signing of those documents).
Conversion Period	From 2 years after the Issue Date to 7 years after the Issue Date.
Interest	<u>From the Issue Date to 7 years after the Issue Date (until the Convertible Notes are converted):</u> • Rate equal to the prevailing three-month BBSY plus 3.0% per annum • Accrues daily and payable quarterly • Payable at the election of Arafura by the issue of Arafura Shares (valued by reference to the 30 Trading Day VWAP prior to the last day of the relevant Quarterly Interest Period (**QIP VWAP**)) or by capitalising interest into the aggregate Face Value <u>From 7 years after the Issue Date to the Maturity Date:</u> • Rate equal to the prevailing three-month BBSY plus 6.0% per annum • Accrues daily and payable quarterly • Payable at the election of NRFC in cash (to the extent that it is permitted under Arafura's senior debt facilities for Nolans) or by the issue of Arafura Shares (valued by reference to the QIP VWAP). To the extent that the Coupon cannot be satisfied by either, interest will be capitalised into the aggregate Face Value
Conversion Price	A$0.476, subject to customary adjustments for capital events and restructures (refer to the Adjustment Rules in Annexure C).
Conversion Rights	NRFC may convert in full or in part during the Conversion Period, subject to a voting power threshold of 19.99%. If a conversion would cause this threshold to be exceeded, Arafura must seek Shareholder approval under item 7 of section 611 of the Corporations Act. If Shareholder approval is not obtained, Arafura must redeem the outstanding Convertible Notes.
Issuer Call	At any time after the Conversion Period and prior to the Maturity Date, Arafura may redeem the Convertible Notes in cash either in full or in part (subject to a minimum redemption of A$20 million principal) by paying to the noteholder the aggregate amount outstanding in respect of those Convertible Notes, including any interest accrued and unpaid (but not capitalised) on such aggregate amount outstanding in accordance with the terms of the Convertible Notes.
Security and Ranking	• Unsecured • Subordinated to any existing or future project financing facilities for the development of the Nolans Project

Annexure B – Key terms of the Convertible Notes

Topic	Summary
	• Permitted Distributions received by the Company from the Nolans Project structure must be applied to pay amounts owed to the noteholder in priority to dividends and other debt repayments
Use of Proceeds	Development and commissioning of the Nolans Project and to fund incidental or ancillary corporate activities and overheads
Conditions Precedent	• Execution of the subordination deed • NRFC receiving a legal opinion of their legal advisers in respect of the NRFC Subscription Agreement, the Deed Poll and the Subordination Deed; • the Company approving a final investment decision in respect of the Nolans Project; • The execution of various Senior Debt documents; • The Company obtaining Shareholder approval for the issue of the Convertible Notes; • The Company receiving all funds which (together with the A$200m from the NRFC) will fully fund the equity component of the Nolans Project; • Provision of certain documents evidencing satisfaction of certain conditions in the Senior Debt documents; • The Company receiving all approval required to commence construction of the Nolans Project; • The provision of an updated financial model (at or following the final investment decision); • The provision of certified and correct copies of offtake agreements; • Confirmation from ASX regarding ASX Listing Rule 6.1 (if required, noting that ASX has not raised any concerns in relation to the terms of the Convertible Notes); • Delivery of any information requested to ensure compliance with AML/CTF laws; and • Evidence that each contractor is accredited under the WHS Accreditation Scheme. Note that the NRFC Subscription Agreement automatically terminates if any Key Senior Finance Document is terminated prior to the Issue Date.
Conditions Precedent End Date	11 May 2027
Transferability	NRFC may transfer the Convertible Notes to a Qualifying Transferee (being a Commonwealth entity or a bank/financial institution meeting certain criteria) at any time without the prior written consent of Arafura.
Change of Control	• On a change of control, the noteholder is entitled to convert its Convertible Notes. If the noteholder does not convert, Arafura must redeem all Convertible Notes. • On a change of control occurring outside the Conversion Period, the Conversion Price will be the relevant bid or offer price per Arafura Share under the change of control event.
Indemnities	The Company has provided customary indemnities in favour of NRFC, subject to an aggregate liability cap of A$200 million.
Negative Covenants	While the Convertible Notes are on issue, the Company must not (among other things and without the noteholder's consent):

Annexure B – Key terms of the Convertible Notes

Topic	Summary
	• substantially change its business; • dispose of material assets; • incur material financial indebtedness ranking equal to or ahead of the noteholder; or • vary the terms of the Senior Finance Documents, the Company's constitution or rights attaching to the Company's Shares in a material way.
Events of Default	Events of default include: • the conditions precedent to Financial Close under the Common Terms Deed not being satisfied by 30 April 2028 (or such later date agreed); • default by Arafura (or its material subsidiaries) of any payment obligation under the Convertible Notes; • any financial indebtedness under the Senior Finance Documents becomes due and payable prior to its maturity; • any other financial indebtedness in excess of $10m not being paid when due; • material non-compliance with any material term of the Convertible Note documents, the Intercompany Documents or Senior Finance Documents, or any enforcement action being taken under any of those documents; • material breach of warranty; • liquidation of Arafura (or a material subsidiary); • Arafura being de-listed; and • Suspension from trading for more than a total of 10 consecutive trading days. On an event of default that remains uncured, interest will accrue at a higher interest rate than the relevant coupon, and the noteholder may (at its election), declare amounts outstanding immediately due and payable, convert the Convertible Notes, or transfer the Convertible Notes without consent.

Annexure C – Convertible Notes Adjustment Rules

Rules

1.1 Issue of Shares or rights to acquire Shares at a discount (other than by way of rights)

Other than with respect to any Employee Incentive Scheme Issue and the issue of Ordinary Course of Business Securities, during the Adjustment Period if and whenever the Company shall issue (otherwise than as mentioned in clause 1.2) any Shares (other than Shares issued on Conversion or on the exercise of any other rights of conversion into, or exchange or subscription for or purchase of, Shares) or shall issue or grant (otherwise than as mentioned in clause 1.2) any options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares at a price per Share which is less than 92.5% of the market price of the Shares on ASX at market close on the last Trading Day preceding the date of announcement of the terms of such issue (***Last Market Price***), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A+B}{C}$$

where:

A is the number of Shares on issue immediately before the issue of such additional Shares or the issue or grant of such options, warrants or other rights to subscribe for, purchase or otherwise acquire Shares;

B is the number of Shares which the aggregate consideration (if any) receivable for the issue of such additional Shares, or for the Shares to be issued on exercise of such option, warrants or other rights to subscribe for Shares, would purchase at the Last Market Price per Share; and

C is the number of Shares on issue immediately after the issue of such additional Shares or which would be on issue immediately after the exercise of such options, warrants or other rights to subscribe for Shares,

provided that if, at the time of issue or grant of any such options, warrants or rights (as used in this clause 1.1, the ***Specified Date***) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such rights of subscription are exercised or at such other time as may be provided) then for the purposes of this clause 1.1, ‘C’ shall be determined by application of such formula or variable feature or as if the relevant event occurs or has occurred as at the Specified Date and as if such conversion, exchange, subscription or purchase had taken place on the Specified Date.

Such adjustment shall become effective on the date of issue of such additional Shares or the grant of any such options, warrants or other rights (as applicable).

1.2 Discounted rights issues in respect of Shares or rights to acquire Shares

During the Adjustment Period, if and whenever the Company shall issue Shares to all or substantially all Shareholders as a class by way of rights, or issue or grant to all or substantially all Shareholders as a class, by way of rights, any options, warrants or other rights to subscribe for or purchase or otherwise acquire any Shares at a price per Share which is less than 92.5% of the Current Market Price per Share immediately prior to the first date on which the Shares are traded ex-rights on the ASX (or any applicable securities exchange on which the Shares are listed) (***Ex-Rights Date***), the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately prior to the Ex-Rights Date by the following fraction:

$$\frac{A+B}{A+C}$$

where:

A is the number of Shares on issue immediately before such issue or grant;

B is the number of Shares which the aggregate amount (if any) payable for the Shares issued by way of rights or for the options or warrants or other rights issued by way of rights and for the total number of Shares comprised therein would purchase at such Current Market Price per Share; and

C is the aggregate number of Shares issued or, as the case may be, comprised in the issue or grant.

Such adjustment shall become effective on the date of issue of such Shares or issue or grant of such options, warrants or other rights (as the case may be) or where a record date is set, the first date on which the Shares are traded ex-rights, ex-options or ex-warrants (as the case may be).

1.3 Issue of convertible or exchangeable securities

During the Adjustment Period, other than in respect of any Employee Incentive Scheme Issue, and save in the case of an issue of securities arising from a conversion or exchange of other securities in accordance with the terms applicable to such securities themselves falling within the provisions of this clause 1.3, in the event of the issue by the Company or any other member of the Issuer Group (otherwise than as mentioned in clauses 1.1 and 1.2) or at the direction or request of, or pursuant to any arrangements with, the Company or any member of the Issuer Group by any other company, person or entity, of any securities which by their terms of issue carry rights of conversion into, or exchange or subscription for, Shares to be issued by the Company upon conversion, exchange or subscription at a consideration per Share which is less than 92.5% of the Last Market Price, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such issue by the following fraction:

$$\frac{A + B}{A + C}$$

where:

A is the number of Shares on issue on the Trading Day immediately preceding the date of such announcement;

B is the number of Shares which the aggregate consideration receivable by the Company for the Shares to be issued on conversion or exchange or on exercise of the right of subscription attached to such securities would purchase at the Last Market Price per Share; and

C is the maximum number of Shares to be issued on conversion or exchange of such securities or on the exercise of such rights of subscription attached thereto at the initial conversion, exchange or subscription price or rate, provided that, if at the time of issue of the relevant securities or date of grant of such rights (as used in this clause 1.3, the ***Specified Date***) such number of Shares is to be determined by reference to the application of a formula or other variable feature or the occurrence of any event at some subsequent time (which may be when such securities are exchanged or rights of subscription are exercised or, as the case may be, such securities are re-designated or at such other time as may be provided) then for the purposes of this clause 1.3, 'C' shall be determined by application of such formula or variable feature or as if the relevant event occurs or has occurred as at the Specified Date and as if such conversion, exchange, subscription, purchase or acquisition or, as the case may be, re-designation had taken place on the Specified Date.

Such adjustment shall become effective on the date of issue of such securities.

1.4 Consolidation, subdivision etc

If and whenever there shall be an alteration to the number of issued Shares as a result of consolidation, subdivision or reclassification, the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such alteration by the following fraction:

$$\frac{A}{B}$$

where:

A is the number of issued Shares immediately before such alteration; and

B is the number of issued Shares immediately after, and as a result of, such alteration.

Such adjustment shall become effective on the date the relevant alteration takes effect.

1.5 General

(a) The intent of these adjustment rules is to maintain the relative benefit and burden to the Noteholder and the Company of their respective economic bargains on the basis agreed between the parties as set out in these adjustment rules.

(b) For the avoidance of doubt, clauses 1.1 to 1.3 apply to any event described by those clauses impacting the Company's capital structure occurring during the Adjustment Period and clause 1.4 applies on and from the date of the Subscription Agreement.

(c) If:

(i) one or more events or circumstances affecting the Company or the capital structure of the Company not referred to in these adjustment rules occurs; or

(ii) the Company determines that the application of any of the provisions in these adjustment rules results in an adjustment to the Conversion Price that is not fair or reasonable to protect the interests of the Noteholders in the reasonable opinion of the Company or the Noteholders,

the Company and the Noteholders shall consult in good faith to determine and agree as soon as practicable what adjustment (if any) to the Conversion Price, or to these Terms and Conditions, is fair and reasonable to protect the rights and interests of the Noteholders taking account of that event or circumstance and the intent and spirit of these adjustment rules.

(d) When the Company becomes aware of a fact that may give rise to an adjustment under these adjustment rules, the Company must promptly notify each Noteholder of the specifics of the fact that may give rise to such adjustment.

(e) If there is any reorganisation of the issued share capital of the Company, the rights of the Noteholders may be varied to comply with the Listing Rules which apply to the reorganisation at the time of the reorganisation.

2. Definitions

The following defined terms apply to capitalised terms used in these adjustment rules:

Adjustment Period means the period:

(a) from and including the Business Day following the issue of the last tranche of Shares (or securities convertible into Shares) pursuant to the next capital raising launched publicly by the Company following the date of the Subscription Agreement (and for the avoidance of doubt, if the capital raising comprises multiple tranches of Shares, contains a retail component, or includes the issue of Shares under the cornerstone subscription agreements between the Company and EFA and KfW, then the Adjustment Period will commence on the Business Day following the last date on which Shares (or securities convertible into Shares) are issued under that capital raising, irrespective of whether all of the Shares (or securities convertible into Shares) proposed to be issued under that capital raising are ultimately issued); and

(b) ending on the final day of the Conversion Period, including that day.

ASX means ASX Limited and, as the context requires, the market operated by it.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Perth, Western Australia and Sydney, New South Wales.

Conversion means a conversion of a Convertible Note into Conversion Shares.

Conversion Price means $0.476 per Conversion Share, subject to adjustment in accordance with the Terms and Conditions.

Convertible Notes means the convertible notes issued by the Company in accordance with the Subscription Agreement, the terms of which are set out in the Terms and Conditions, and **Convertible Note** means each of those.

Current Market Price means, in respect of a Share as at a particular date, the VWAP over the five consecutive Trading Days ending on such date.

Deed Poll means the NRFC deed poll set out in Schedule 1 to the NRFC Subscription Agreement, including the Terms and Conditions.

Employee Incentive Scheme Issue means any offer or issue of any awards under any employee incentive scheme adopted by the Company (including any performance rights or options in respect of Shares), and any issue of Shares under the terms of any such awards.

Issuer Group means the Company and each of its Subsidiaries.

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

Noteholder means, in relation to a Convertible Note, the person who holds that Convertible Note, a successor or permitted transferee of the Noteholder and, as the case may be, its liquidator(s).

Ordinary Course of Business Securities means Shares, securities, options, performance rights or other instruments which are (or will be) outstanding and may convert into Shares that the Company issues or agrees to issue in the ordinary course of the Company's business on commercial terms for the payment of service providers, the payment of compensation to landowners or for payment to other third parties commonly encountered in the operation of the Company's business.

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

Shareholder means a person who is registered as the holder of one or more Shares.

Subscription Agreement means the Convertible Note Subscription Agreement executed as of the date of the Deed Poll between the Company and the Subscriber.

Subsidiary has the meaning given in the Corporations Act, amended as necessary such that:

(a) a body corporate or a trust will also be taken to be a Subsidiary of an entity if it is controlled by that entity (as defined in section 50AA of the Corporations Act);

(b) a trust may be a Subsidiary, for the purpose of which a unit or other beneficial interest in the trust will be regarded as a share (ignoring the operation of section 48(2) of the Corporations Act); and

(c) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a body corporate,

(d) and when used in relation to the Company, means the Subsidiaries of the Company.

Terms and Conditions means the terms of the Convertible Notes as set out in Schedule 1 to the Deed Poll.

Trading Day has the meaning given to that term in the Listing Rules.

VWAP has the meaning given to the term "volume weighted average market price" in Listing Rule 19.12.

Annexure D – Key terms of Performance Rights

Performance Rights Tranches

Performance Rights will be divided into two separate tranches as set out in the table, each of which will be tested over a measurement period commencing on 1 July 2026 and ending on 30 June 2029 (**Measurement Period**).

Peer Group Performance Rights	ASX200 Performance Rights
60% of the Performance Rights are subject to a performance-based vesting condition based on relative total shareholder return, or TSR, as compared to a Peer Comparator Group (**TSR Peer Group Vesting Condition**)	40% of the Performance Rights are subject to a performance-based vesting condition based on relative total shareholder return, or TSR, as compared to the companies included in the ASX200 Materials Index at the end of the Measurement Period (**TSR ASX200 Vesting Condition**)

(1) Performance Conditions

Vesting of Performance Rights is subject to performance-based vesting conditions based on relative total shareholder return measuring the performance of an ordinary Arafura share over the Measurement Period against the total shareholder return performance of a comparator group of companies over the same period. A total shareholder return vesting condition has been chosen for the proposed issue of Performance Rights because it is directly tied to the returns experienced by shareholders and it is a key indicator of Company performance over the Measurement Period.

The Peer Group Performance Rights are subject to the TSR Peer Group Vesting Condition.

The ASX200 Performance Rights are subject to the TSR ASX200 Vesting Condition.

Each Vesting Condition will be measured over the Measurement Period and will not be retested. If, at the end of the Measurement Period, the TSR hurdle (as set out in the table below) is not met then all Peer Group Performance Rights and all ASX200 Performance Rights will lapse (unless otherwise determined by the Board).

The Company will measure its TSR against:

(a) in respect of the Peer Group Performance Rights, the Peer Comparator Group (defined below); and

(b) in respect of the ASX200 Performance Rights, the ASX200 Comparator Group (defined below).

Accordingly, the TSR Performance Rights will vest as set out in the table below:

The Company's relative TSR Performance	Proportion of Performance Rights that are eligible to vest
Less than 50th percentile (when compared relative to TSR of members of the relevant Comparator Group) at end of Measurement Period.	0%
At 50th percentile (when compared relative to TSR of members of the relevant Comparator Group) at end of Measurement Period.	50%

Annexure D – Key terms of Performance Rights

Between 50th and 75th percentile (when compared relative to TSR of members of the relevant Comparator Group) at end of Measurement Period.	Straight line vesting between 50% and 100%
At or above 75th percentile (when compared relative to TSR of members of the relevant Comparator Group) at end of Measurement Period.	100%

(c) ***Comparator Groups***

In respect of the Peer Group Performance Rights, the Company's TSR performance will be measured against those in the Peer Comparator Group. For these purposes, "**Peer Comparator Group**" means the group of companies (being a group of both developers and producers) selected by the Board. The Board has discretion to adjust the Peer Comparator Group that it considers appropriate provided participants are not materially prejudiced or advantaged, including to take account of events that occur prior to vesting, which includes but are not limited to, new entrants, takeovers, mergers or demergers.

As at the date of this Notice, the Peer Comparator Group comprises:

(i) Lynas Rare Earths (ASX: LYC)

(ii) MP Materials (NYSE: MP)

(iii) Illuka Resources (ASX: ILU)

(iv) Lithium America Corp (NYSE: LAC)

(v) Vulcan Energy Resources (ASX: VUL)

(vi) Sunrise Energy Metals (ASX: SRL)

(vii) Lindian Resources (ASX: LIN)

(viii) NioCorp Developments Ltd (NASDAQ: NB)

(ix) Pensana Rare Earths (LSE: PRE)

(x) Meteoric Resources (ASX: MEI)

(xi) Ioneer Ltd (ASX: INR)

(xii) Northern Minerals (ASX: NTU)

(xiii) Hastings Technology Metals (ASX: HAS)

(xiv) VHM (ASX: VHM)

If any entity in the Peer Comparator Group ceases to be listed during the Measurement Period (for example, in the case of the insolvency of that entity), then in measuring the TSR for the Peer Comparator Group, the TSR for that entity is to be taken into account in the manner determined by the Board.

In respect of the ASX200 Performance Rights, the Company's TSR performance will be measured against those in the ASX200 Comparator Group. For these purposes, "**ASX200 Comparator Group**" means the companies included in the ASX200 Materials Index at the end of the Measurement Period.

At the end of the Measurement Period, TSR may be adjusted for the Company, or any entity in the relevant Comparator Group, for changes in the capital structure of the relevant entity that have occurred during the Measurement Period (including but not limited to any consolidation, share-split, bonus issue, capital reduction or distribution or spin-out of assets) as determined by the Board.

To ensure an objective assessment of the relative TSR comparison, the Company will engage an independent organisation to calculate the required TSR metrics.

(2) Other conditions applicable to the Performance Rights

After the end of the Measurement Period, the Board will determine the extent to which the Company's TSR performance has satisfied the TSR Peer Comparator Group Vesting Condition and the TSR ASX200 Vesting Condition and the subsequent proportion of the Performance Rights that will be eligible to vest.

Once vested, holders of the Performance Rights will be restricted from exercising 50% of the vested Performance Rights into Shares for one year from the vesting date, with the remaining 50% restricted from being exercised for two years from the vesting date (**Restriction Periods**).

Subject to the Restriction Periods, Participants will have 15 years from the grant date to exercise vested Performance Rights into Shares. Vested Performance Rights not exercised within this period will lapse.

Annexure E – Summary of Incentive Plan

1 Key Terms

The key terms of the Rules are as follows:

(a) The Board may offer Incentive Securities to Eligible Executives in the form of an “Offer Document”, having regard to (among other things) the Eligible Executive’s seniority and position in the Group, length of service, contribution to the Group and any other matters which the Board considers relevant.

(b) Each Offer will be contained in an Offer Document which must specify (among other things) the vesting conditions or Performance Conditions and that the Offer is made under Division 1A of Part 7.12 of the Corporations Act.

(c) No amount is payable on the issue of Incentive Securities.

(d) Upon receipt of an Offer, an Eligible Executive may nominate a Nominee in whose favour the Eligible Executive wishes to renounce the Offer. The Board may, in its absolute discretion, resolve not to allow a renunciation without giving any reason for that decision.

(e) Incentive Securities may not be transferred unless by force of law upon death to the Participant’s legal personal representative or upon bankruptcy to the Participant’s trustee in bankruptcy.

(f) Each Performance Right which vests will entitle a Participant to be issued one Share.

(g) Unless the Offer specifies that Performance Rights will be automatically exercised when the Performance Rights vest, a Performance Right is exercisable by the Participant lodging with the Company Secretary a properly completed notice of exercise, together with the relevant certificate.

(h) The Board may, in its absolute discretion, increase or decrease the level of vesting, or vest some or all of a grant, of an Incentive Security prior to the end of the Measurement Period, if in the circumstances it considers it appropriate to do so.

(i) Each Option entitles a Participant to be issued one Share at the Exercise Price. Unvested Options will vest when any Performance Conditions prescribed in the relevant Offer have been satisfied, in which case, subject to the Rules (and payment of any Exercise Price), a Participant will be issued one Share.

(j) An Option is exercisable by the Participant lodging with the Company Secretary a properly completed notice of exercise, together with the relevant certificate and payment of the full amount of the Exercise Price. Options may also be exercised pursuant to a “cashless exercise” method in accordance with the exercise formula set out in the Plan.

(k) The Company will make an application to ASX for official quotation of Shares issued on the exercise of Incentive Securities, if other Shares of the Company are listed at that time. The Company may, in its discretion, defer applying for official quotation of any Shares until such time as any restrictions on trading of those Shares under the Plan cease to apply (to the extent permitted under the Listing Rules).

(l) Incentive Securities:

  (i) will not be quoted on ASX;

  (ii) carry no right to a dividend and no right to vote;

  (iii) do not confer any right to a return of capital, whether in a winding up, upon a reduction of capital or otherwise;

  (iv) do not confer any right to participate in the surplus profit or assets of the Company upon a winding up; and

  (v) do not confer any right to participate in new issues of securities such as bonus issues or entitlement issues, unless and until the Incentive Security converts into a Share.

(m) A Participant may only participate in new issues of securities if the Incentive Security has been exercised and Shares have been issued before the record date for determining entitlements to the issue.

(n) In the event of any reorganisation of the capital of the Company, the rights of a holder of Incentive Securities will be changed to the extent necessary to comply with the Listing Rules applying to such reorganisation at the time of the reorganisation.

(o) Prior to the issue of Shares to a Participant upon exercise of Incentive Securities, the Board may make any adjustments it considers appropriate to the terms of an Incentive Security granted to that Participant in order to minimise or eliminate any material advantage or disadvantage to a Participant resulting from a corporate action such as a capital raising.

(p) If Shares are issued pro rata to the Company's shareholders generally by way of bonus issue or rights issue, the number of Incentive Securities, or the number of Shares to which each Participant is entitled upon exercising of Incentive Securities, or any amount payable on exercise of Incentive Securities, will be adjusted in the manner determined by the Board, having regard to the Listing Rules and the general principles set out in the Rules.

(q) The Board may determine (at any time) that some or all Incentive Securities will vest or will become exercisable immediately if:

(i) a takeover bid (as defined in the Corporations Act) is made in respect of Shares and both the bidder obtains Voting Power in the Company of 50% or more and the takeover offers are made or declared unconditional;

(ii) a transaction by way of compromise or arrangement under Part 5.1 of the Corporations Act is approved by the requisite majorities of members of the Company at a meeting convened in accordance with the order of a court under section 411(1) of the Corporations Act; or

(iii) an event or transaction by which an entity becomes or is to become the registered holder of more than 50% of the total issued Shares is approved or accepted by a majority of members of the Company.

(r) An Incentive Security not exercised will lapse on the first to occur of:

(i) an unauthorised dealing in, or hedging of, the Incentive Security;

(ii) a Performance Condition in relation to the Incentive Security not being satisfied by the due date, or becoming incapable of satisfaction, as determined by the Board in its absolute discretion, unless the Board otherwise exercises its discretion under the Plan;

(iii) the expiry date of the Incentive Security as set out in the Offer Document;

(iv) the expiry of 30 days, or any longer period which the Board determines, after the Relevant Person ceases to be employed or engaged by any member of the Group for any reason; and

(v) a determination of the Board that the Participant or Relevant Person has acted fraudulently, dishonestly or in breach of the Participant's or Relevant Person's obligations to the Company or any member of the Group and that the Incentive Security is to be forfeited.

(s) The Board may, in its absolute discretion, before an Incentive Security expires, determine that an Incentive Security will not lapse if the Relevant Person has ceased to be employed or engaged by any member of the Group as a result of:

(i) Total and Permanent Disablement, ill health, death, economic necessity or any other factor not attributable to the conduct or performance of that person; or

(ii) Retirement under circumstances that are not related to the conduct or performance of that person,

in which case the Incentive Security will, subject to the Plan, remain exercisable by the Participant (or, where applicable, the Participant's executor, administrator or legal personal representative) until the date determined by the Board or until the Incentive Security otherwise lapses in accordance with the Rules.

(t) If, when making an Offer of Options under the Plan, the Company does so under section 1100Q of the Corporations Act, it must, at the time of making the Offer, comply with the issue cap contained in section 1100V of the Corporations Act. This does not apply to the issue of Performance Rights under the Plan.

(u) Shares issued on the exercise of Incentive Securities will rank equally with all existing Shares on issue.

(v) Subject to the Plan, the Listing Rules and all applicable laws, the Board may amend all or any of the rules of the Plan. The decision of the Board as to the interpretation of the Rules will be final and conclusive.

2 Definitions

In this Annexure E, capitalised terms not otherwise defined in Annexure A have the meaning indicated below:

Associated Entity has the meaning given to that term in section 9 of the Corporations Act.

Company Secretary means the person (or persons) holding the office of company secretary of the Company from time to time.

Eligible Executive means a person that is a "primary participant" (within the meaning of that term as defined in section 1100L of the Corporations Act) in relation to the Group and who has been determined by the Board to be eligible to participate in the Incentive Plan from time to time.

Exercise Price means the exercise price for an Option, which is set out in the Offer Document (and which may be zero).

Group means the Company and its Associated Entities.

Incentive Security means a Performance Right or an Option.

Nominee means a nominee of an Eligible Executive that is one of the following:

(a) a spouse, parent, child or sibling of the Eligible Executive;

(b) another body corporate controlled by the Eligible Executive or a person mentioned in paragraph (a);

(c) a body corporate that is the trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993* (Cth)) where the Eligible Executive is a director of the body corporate; or

(d) a person prescribed in relation to the Eligible Executive by the *Corporations Regulations 2001* (Cth) for the purposes of section 1100L(1)(b)(iv) of the Corporations Act.

Offer Document means a document that contains the Offer.

Participant means an Eligible Executive who is deemed to have accepted an Offer and to whom an incentive security is (or is to be) issued under the Incentive Plan, or its Nominee (as the context requires).

Relevant Person means:

(a) in respect of an Eligible Executive, that person; and

(b) in respect of a Nominee of an Eligible Executive, that Eligible Executive.

Retirement in relation to a Relevant Person means retirement by the Relevant Person from employment or engagement by any member of the Group.

Annexure E – Summary of Incentive Plan

Rules means the rules of the Plan.

Total and Permanent Disablement in relation to a Relevant Person means that the Relevant Person has, in the opinion of the Board, after considering such medical and other evidence as it sees fit, become incapacitated to such an extent as to render the Relevant Person unlikely ever to engage in any occupation for which he or she is reasonably qualified by education, training or experience.

Voting Power has the meaning given in section 610 of the Corporations Act.

ARAFURA
RARE EARTHS

ABN 22 080 933 455

LODGE YOUR VOTE

ONLINE
https://au.investorcentre.mpms.mufg.com

BY MAIL
Arafura Rare Earths Limited
C/- MUFG Corporate Markets (AU) Limited
Locked Bag A14
Sydney South NSW 1235 Australia

BY FAX
+61 2 9287 0309

BY HAND
MUFG Corporate Markets (AU) Limited
Parramatta Square, Level 22, Tower 6,
10 Darcy Street, Parramatta NSW 2150

ALL ENQUIRIES TO
Telephone: 1300 554 474 Overseas: +61 1300 554 474

X99999999999

PROXY FORM

I/We being a member(s) of Arafura Rare Earths Limited **(Company)** and entitled to attend and vote hereby appoint:

STEP 1

APPOINT A PROXY

☐ **the Chairperson of the Meeting (mark box)**

OR if you are **NOT** appointing the Chairperson of the Meeting as your proxy, please write the name and email of the person or body corporate you are appointing as your proxy. An email will be sent to your appointed proxy with details on how to access the virtual meeting.

Name

Email

or failing the person or body corporate named, or if no person or body corporate is named, the Chairperson of the Meeting, as my/our proxy to act on my/our behalf (including to vote in accordance with the following directions or, if no directions have been given and to the extent permitted by the law, as the proxy sees fit) at the Annual General Meeting of the Company to be held at **11:00 am (WST) on Thursday, 22 October 2026** (the **Meeting**) and at any postponement or adjournment of the Meeting.

The Meeting will be conducted as a hybrid event. You can participate by attending in person at **BDO, Level 9, Mia Yellagonga Tower 2, 5 Spring Street, Perth WA 6000** or logging in online at **https://meetings.openbriefing.com/ARU26** (refer to details in the Virtual Annual General Meeting Online Guide).

Important for Resolutions 1, 6 & 7: If the Chairperson of the Meeting is your proxy, either by appointment or by default, and you have not indicated your voting intention below, you expressly authorise the Chairperson of the Meeting to exercise the proxy in respect of Resolutions 1, 6 & 7, even though the Resolutions are connected directly or indirectly with the remuneration of a member of the Company's Key Management Personnel (**KMP**).

The Chairperson of the Meeting intends to vote undirected proxies in favour of each item of business.

STEP 2

VOTING DIRECTIONS

Proxies will only be valid and accepted by the Company if they are signed and received no later than 48 hours before the Meeting.
Please read the voting instructions overleaf before marking any boxes with an ☒

Resolutions

Resolutions	For	Against	Abstain*
1 Remuneration Report	☐	☐	☐
2 Issue of Shares to Export Finance Australia	☐	☐	☐
3 Issue of Shares to Kreditanstalt für Wiederaufbau	☐	☐	☐
4 Issue of Convertible Notes to the National Reconstruction Fund Corporation	☐	☐	☐
5 Re-election of Mr Michael Spreadborough as Director	☐	☐	☐
6 Renewed approval to issue securities under Incentive Plan	☐	☐	☐
7 Issue of Performance Rights to Mr Darryl Cuzzubbo	☐	☐	☐

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

STEP 3

SIGNATURE OF SHAREHOLDERS – THIS MUST BE COMPLETED

Shareholder 1 (Individual)	Joint Shareholder 2 (Individual)	Joint Shareholder 3 (Individual)
Sole Director and Sole Company Secretary	Director/Company Secretary (Delete one)	Director

This form should be signed by the shareholder. If a joint holding, either shareholder may sign. If signed by the shareholder's attorney, the power of attorney must have been previously noted by the registry or a certified copy attached to this form. If executed by a company, the form must be executed in accordance with the company's constitution and the *Corporations Act 2001* (Cth).

HOW TO COMPLETE THIS SHAREHOLDER PROXY FORM

YOUR NAME AND ADDRESS

This is your name and address as it appears on the Company's share register. If this information is incorrect, please make the correction on the form. Shareholders sponsored by a broker should advise their broker of any changes. **Please note: you cannot change ownership of your shares using this form.**

APPOINTMENT OF PROXY

If you wish to appoint the Chairperson of the Meeting as your proxy, mark the box in Step 1. If you wish to appoint someone other than the Chairperson of the Meeting as your proxy, please write the name and email of that individual or body corporate in Step 1. A proxy need not be a shareholder of the Company.

DEFAULT TO CHAIRPERSON OF THE MEETING

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

VOTES ON ITEMS OF BUSINESS – PROXY APPOINTMENT

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

APPOINTMENT OF A SECOND PROXY

You are entitled to appoint up to two persons as proxies to attend the Meeting and vote on a poll. If you wish to appoint a second proxy, an additional Proxy Form may be obtained by telephoning the Company's share registry or you may copy this form and return them both together.

To appoint a second proxy you must:

(a) on each of the first Proxy Form and the second Proxy Form state the percentage of your voting rights or number of shares applicable to that form. If the appointments do not specify the percentage or number of votes that each proxy may exercise, each proxy may exercise half your votes. Fractions of votes will be disregarded; and

(b) return both forms together.

SIGNING INSTRUCTIONS

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

Individual: where the holding is in one name, the holder must sign.

Joint Holding: where the holding is in more than one name, either shareholder may sign.

Power of Attorney: to sign under Power of Attorney, you must lodge the Power of Attorney with the registry. If you have not previously lodged this document for notation, 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 indicate the office held by signing in the appropriate place.

CORPORATE REPRESENTATIVES

If a representative of the corporation is to attend the Meeting the appropriate "Certificate of Appointment of Corporate Representative" must be received at support@cm.mpms.mufg.com prior to admission in accordance with the Notice of Meeting. A form of the certificate may be obtained from the Company's share registry or online at www.mpms.mufg.com/en/mufg-corporate-markets.

LODGEMENT OF A PROXY FORM

This Proxy Form (and any Power of Attorney under which it is signed) must be received at an address given below by **11:00 am (WST) on Tuesday, 20 October 2026,** being not later than 48 hours before the commencement of the Meeting. Any Proxy Form received after that time will not be valid for the scheduled Meeting.

Proxy Forms may be lodged using the reply paid envelope or:

ONLINE

https://au.investorcentre.mpms.mufg.com

Login to the Investor Centre using the holding details as shown on the Voting/Proxy Form. Select 'Voting' and follow the prompts to lodge your vote. To use the online lodgement facility, shareholders will need their "Holder Identifier" - Securityholder Reference Number (SRN) or Holder Identification Number (HIN).

BY MOBILE DEVICE

QR Code

Our voting website is designed specifically for voting online. You can now lodge your vote by scanning the QR code adjacent or enter the voting link **https://au.investorcentre.mpms.mufg.com** into your mobile device. Log in using the Holder Identifier and postcode for your shareholding.

To scan the code you will need a QR code reader application which can be downloaded for free on your mobile device.

BY MAIL

Arafura Rare Earths Limited
C/- MUFG Corporate Markets (AU) Limited
Locked Bag A14
Sydney South NSW 1235
Australia

BY FAX

+61 2 9287 0309

BY HAND

delivering it to MUFG Corporate Markets (AU) Limited*
Parramatta Square
Level 22, Tower 6
10 Darcy Street
Parramatta NSW 2150
*During business hours Monday to Friday (9:00am - 5:00pm)

COMMUNICATIONS PREFERENCE

We encourage you to receive all your shareholder communication via email. This communication method allows us to keep you informed without delay, is environmentally friendly and reduces print and mail costs.

ONLINE

https://au.investorcentre.mpms.mufg.com

Login to the Link website using the holding details as shown on the Proxy Form. Select 'Communications' and click the first button to receive all communications electronically and enter your email address. To use the online facility, securityholders will need their "Holder Identifier" (Securityholder Reference Number (SRN) or Holder Identification Number (HIN) as shown on the front of the Proxy Form).

IF YOU WOULD LIKE TO ATTEND AND VOTE AT THE ANNUAL GENERAL MEETING, PLEASE BRING THIS FORM WITH YOU. THIS WILL ASSIST IN REGISTERING YOUR ATTENDANCE.