

ASX Announcement

ASX: AMN

12 October 2026

ANNUAL GENERAL MEETING NOTICE

Notice is given that the Annual General Meeting ("**Meeting**") of shareholders of Agrimin Limited (ACN 122 162 396) (ASX: AMN) ("**Agrimin**" or "**the Company**") will be held in person as follows:

Time and date: 10am (AWST) on Thursday, 19 November 2026

Location: The offices of RSM Australia, Level 32 Exchange Tower, 2 The Esplanade, Perth, Western Australia

Please find attached the following documents providing further information on the Meeting:

- Shareholder Notice and Access Letter;
- Notice of Annual General Meeting (**Notice**); and
- Sample Proxy Form.

The Shareholder Notice and Access Letter will be dispatched to the Company's shareholders today, according to their communication preference. The Company will not be dispatching physical copies of the Notice and Proxy Form to shareholders by post, unless a shareholder has requested the Company do so.

Copies of the above documents and all Meeting related materials are available on the Company's website at <https://agrimin.com.au/asx-announcements/>.

ENDS

For further information, please contact:

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+61 8 9389 5363
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Briohny McManus
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Or visit our website at www.agrimin.com.au

This ASX Release is authorised for market release by Agrimin's Board.



All Registry communications to:
Automic Group
GPO Box 5193
Sydney NSW 2001
Telephone (free call within Australia): 1300 288 664
ASX Code: AMN
Email: hello@automicgroup.com.au

Holder Number:

Dear Shareholder

Upcoming Annual General Meeting of Shareholders

Agrimin Limited ACN 122 162 396 (ASX: AMN or “the **Company**”), advises the 2026 Annual General Meeting will be held in person at the offices of RSM Australia, Level 32, Exchange Tower, 2 The Esplanade, Perth, Western Australia on Thursday, 19 November 2026 at 10.00am (AWST) (**Meeting**).

Notice of Meeting

The Notice of Meeting and Explanatory Memorandum (**Notice**) for the Meeting is available online and can be viewed and downloaded by shareholders of the Company (**Shareholders**) at www.agrimin.com.au or the Company's ASX market announcements platform at www.asx.com.au (ASX: AMN). The Notice should be read in its entirety. If you are in doubt as to how you should vote, you should seek advice from your professional advisers prior to voting.

In accordance with sections 110C-110K of the Corporations Act 2001 (Cth) (as inserted by the Treasury Laws Amendment (2021 Measures No.1) Act 2021 (Cth), Shareholders will not be sent a hard copy of the Notice or Proxy Form unless Shareholders have already notified the Company that they wish to receive documents such as the Notice and Proxy Form in hard copy.

Voting by Proxy

Online scan the QR code below using your smartphone 	To be effective, proxy voting instructions must be received by 10.00am (AWST) on Tuesday, 17 November 2026. Shareholders are encouraged to lodge your proxy vote online at https://singleholding.automic.com.au/login by following the below instructions: 1. Login to the Automic website using the holder number shown at the top of this letter. 2. Click on 'Meetings' - 'Vote'. To use the online lodgment facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown at the top of this letter.
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For further information on the online proxy lodgment process, or if you require a hard copy Proxy Form, please contact the Company's Share Registry, Automic Registry Services (**Automic**), at hello@automicgroup.com.au or via phone on 1300 288 664 (within Australia) or +61 2 9698 5414 (overseas).

Copies of all Meeting related material including the Notice and the Company's Annual Report are available to download from the Company's website and the Company's ASX market announcements platform. In the event it is necessary or appropriate for the Company to make alternative arrangements for the Meeting, information will be provided to Shareholders via the ASX and the Company's website.

Authorised for ASX release by the Board of Agrimin Limited.



NOTICE OF ANNUAL GENERAL MEETING

AGRIMIN LIMITED

ACN 122 162 396

The Annual General Meeting of Agrimin Limited will be held:

at: 10.00am (AWST)

on: 19 November 2026

**in person at: The office of RSM Australia
Level 32 Exchange Tower
2 The Esplanade
Perth WA 6000**

Attached to this Notice of Annual General Meeting is a sample proxy form.

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

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on (+61) 8 9389 5363.

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IMPORTANT INFORMATION

Time and place of meeting

Notice is given that the meeting of the Shareholders to which this Notice of Meeting relates will be held at 10.00am (AWST) on 19 November 2026 at:

the office of RSM Australia, Level 32 Exchange Tower, 2 The Esplanade, Perth WA 6000.

Your vote is important

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

Voting eligibility

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 4:00pm (AWST) on 17 November 2026.

Voting in person (or by attorney)

To vote in person, attend the Meeting at the time, date and place set out above. Attorneys should bring with them an original or certified copy of the Power of Attorney under which they have been authorised to attend and vote at the Meeting.

Voting by a corporation

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

Poll

Shareholders are advised that all Resolutions to be considered at the Annual General Meeting will be put to a poll, in accordance with the provisions of the Company's Constitution.

Proxy

To vote by proxy, please complete and sign the Proxy Form and deliver the Proxy Form in accordance with the instructions on the Proxy Form. You may submit your Proxy Form online in accordance with the instructions set out on the Proxy Form.

In accordance with section 249L of the Corporations Act, members are advised that:

- each member has a right to appoint a proxy;
- the proxy need not be a member of the Company; and
- a member who is entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints two proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

To be effective, proxies must be received by 10.00am (AWST) on 17 November 2026. Proxies lodged after this time will be invalid.

NOTICE OF ANNUAL GENERAL MEETING

Notice is given that the meeting of the Shareholders to which this Notice of Meeting relates will be held at 10.00am (AWST) on 19 November 2026 at:

the office of RSM Australia Level 32 Exchange Tower, 2 The Esplanade, Perth WA 6000.

The Explanatory Statement and Proxy Form which accompany and form part of this Notice, describe in more detail the matters to be considered. Please consider this Notice, the Explanatory Statement and the Proxy Form in their entirety.

Capitalised terms not otherwise defined in this Notice have the meaning given in the Glossary which accompanies this Notice. References to the "Corporations Act" are to the *Corporations Act 2001* (Cth) unless the context requires otherwise.

AGENDA

ORDINARY BUSINESS

Financial Report, Directors' Report and Auditor's Report

To receive and consider the annual financial report, Directors' Report, the Remuneration Report and Auditor's Report for the Company and its controlled entities for the year ended 30 June 2026.

1. Resolution 1 – Adoption of Remuneration Report

To consider and, if thought fit, to pass, with or without amendment, the following resolution as a **non-binding resolution**:

"That, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, approval is given for the adoption of the Remuneration Report as contained in the Company's annual financial report for the financial year ended 30 June 2026."

Note: the vote on this Resolution is advisory only and does not bind the Directors or the Company.

Voting Prohibition Statement: A vote on this Resolution must not be cast (in any capacity) by or on behalf of any 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 may cast a vote on this Resolution as a proxy if the vote is not cast on behalf of a person described above and either:

- (a) the person does so as a proxy appointed by writing that specifies how the proxy is to vote on the Resolution; or
- (b) the voter is the Chair and the appointment of the Chair as proxy:
 - (i) does not specify the way the proxy is to vote on this Resolution; and
 - (ii) expressly authorises the Chair to exercise the proxy even if the Resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

2. Resolution 2 – Re-election of Director – Mr Mark Savich

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

“That, for the purposes of clause 7.2 of the Constitution, ASX Listing Rule 14.4 and for all other purposes, Mr Mark Savich, a Director, who retires by rotation, and being eligible, is re-elected as a Director.”

3. Resolution 3 – Approval of Additional 10% Placement Capacity – Listing Rule 7.1A

To consider and, if thought fit, to pass the following resolution as a special resolution:

“That, for the purposes of Listing Rule 7.1A and for all other purposes, approval is given for the issue of Equity Securities totalling up to 10% of the issued capital of the Company at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: At the date of the Notice, the Company is not proposing to make a new issue of Equity Securities under Listing Rule 7.1A and has not approached any particular existing Shareholder or security holder or an identifiable class of existing security holder to participate in any such issue.

If at the time of the Meeting, the Company is proposing to make an issue of Equity Securities under Listing Rule 7.1A.2, voting will be excluded by or on behalf of any persons who are expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a Shareholder), or any of their respective associates.

The above voting exclusion does not apply to a vote cast in favour of the Resolution by:

- (a) a person as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with directions given to the proxy or attorney to vote on the Resolution in that way;
- (b) the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

4. **Resolution 4 – Ratification of securities in relation to the Mount Squires Transaction**

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

“That, for the purposes of Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of 5,000,000 Shares, 5,000,000 Performance Rights and 5,000,000 Options issued by the Company using its placement capacity under Listing Rule 7.1 on the terms and conditions set out in the Explanatory Statement.”

Voting Exclusion: The Company will disregard any votes cast in favour of the Resolution by or on behalf of a person who participated in the issue or is a counterparty to the agreement being approved or any associate of that person or those persons. However, this does not apply to a vote cast in favour of a resolution by:

- (a) a person as a 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 chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

5. **Resolution 5 – Grant of Options to Director Mr Michael Hartley**

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

“That, for the purposes of Listing Rules 10.14 and for all other purposes, approval is given for the Company to grant 6,000,000 Options to Mr Michael Hartley (or his permitted nominee) on the terms and conditions set out in the Explanatory Statement.”

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

- (a) Mr Michael Hartley (or his permitted nominee);
- (b) a person referred to in ASX Listing Rules 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan or any of their associates; and

- (c) an officer of the entity or any of its child entities who is entitled to participate in the termination benefit or any of their associates.

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

- (a) a person as a 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 chair of the meeting as proxy or attorney for a person who is entitled to vote on the resolution, in accordance with a direction given to the chair to vote on the resolution as the chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: A person appointed as a proxy must not vote, on the basis of that appointment, on this Resolution if:

- (d) the proxy is either:
 - (i) a member of the Key Management Personnel; or
 - (ii) a Closely Related Party of such a member; and
- (e) the appointment does not specify the way the proxy is to vote on this Resolution.

However, the above prohibition does not apply if:

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

6. Resolution 6 – Approval of Potential Termination Benefits to Mr Michael Hartley

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

“That, for the purposes of ASX Listing Rule 10.19, Sections 200B, 200E of the Corporations Act and for all other purposes, Shareholders approve that potential termination benefits be given, provided or paid to Mr Michael Hartley (or his nominee) as set out in Schedules 3 and 4 and as further described in Section 6 of the Explanatory Statement”.

Voting Exclusion: The Company will disregard any votes cast in favour of this Resolution by or on behalf of Mr Michael Hartley or his nominee. However, the Company need not disregard a vote if it is cast in favour of the Resolution by:

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

- (b) the Chair of the meeting as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- (c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
 - (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the resolution; and
 - (ii) the holder votes on the Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

Voting Prohibition Statement: In accordance with Section 200E(2A) and 200E(2B) of the Corporations Act, a vote must not be cast in favour of this Resolution (in any capacity) by or on behalf of Mr Michael Hartley or his associates. However, this does not prevent the casting of a vote on this Resolution if it is cast by a person as proxy appointed in writing that specifies how the proxy is to vote on this Resolution and is not cast on behalf of Mr Michael Hartley or his associates.

DATED: 12 October 2026

BY ORDER OF THE BOARD

**BRIOHNY MCMANUS
COMPANY SECRETARY
AGRIMIN LIMITED**

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared for the information of the Shareholders of the Company in connection with the business to be conducted at the Annual General Meeting to be held at 10.00am (AWST) on 19 November 2026 at:

the office of RSM Australia Level 32 Exchange Tower, 2 The Esplanade, Perth WA 6000.

This purpose of this Explanatory Statement is to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions in the Notice of Meeting.

Financial Statements and Reports

In accordance with the Constitution, the business of the Annual General Meeting will include receipt and consideration of the annual financial report of the Company for the financial year ended 30 June 2026 together with the declaration of the Directors, the Directors' Report, the Remuneration Report and the Auditor's Report.

There is no requirement for shareholders to approve these reports. The Chairman will allow a reasonable time for shareholders to ask questions about or make comments on the management of the Company. Shareholders will also be given a reasonable opportunity to ask the auditor questions about the conduct of the audit, and the preparation and content of the Auditor's Report, the accounting policies adopted by the Company and the independence of the auditor in relation to the conduct of the audit.

The Company will not provide a hard copy of the Company's annual financial report to Shareholders unless specifically requested to do so. The Company's annual financial report is available on its website.

1. Resolution 1 - Adoption of the Remuneration Report

The Remuneration Report for the Company is set out in the Company's 2026 Annual Report. The Remuneration Report outlines the Company's remuneration framework and the remuneration outcomes for the financial year the subject of the Remuneration Report for the Board and Key Management Personnel.

The Chairman will allow a reasonable opportunity for Shareholders to ask questions about, or make comments on, the Remuneration Report at the meeting.

Under the Corporations Act if, at two consecutive annual general meetings, at least 25% of the votes cast on a Remuneration Report resolution are voted against adoption of the Remuneration Report, then a further resolution (**Spill Resolution**) may be required to be considered at the second annual general meeting as to whether a further meeting be convened to put certain Directors to re-election. The Directors to be put to re-election are those Directors, other than the Managing Director, who were Directors when the resolution to make the Directors' Report was passed.

At the Company's previous annual general meeting the votes cast against the Remuneration Report considered at that annual general meeting were less than 25%. Accordingly, the requirement for a Spill Resolution will not arise at this Meeting irrespective of the outcome of the vote on Resolution 1.

If you are appointing the Chair as your proxy, please note that the proxy form accompanying this Notice expressly authorises the Chair to vote any undirected proxies in favour of Resolution 1 even though the resolution is connected directly or indirectly with the remuneration of a member of the Key Management Personnel. Accordingly, if you are appointing the Chair as your proxy and do not wish your proxy to vote in favour of Resolution 1, you will need to mark “against” or “abstain” where indicated in the proxy form in relation to Resolution 1.

2. Resolution 2 – Re-election of Director – Mr Mark Savich

2.1 Background

Clause 7.2 of the Constitution requires that a Director must not hold office without re-election past the third annual general meeting following the Director’s appointment or last election or for more than 3 years, whichever is longer.

Clause 7.2(b) of the Constitution requires that the Company must hold an election of Director each annual general meeting. Clause 7.2(c) of the Constitution excludes one Managing Director who is exempt from retirement and re-election in accordance with clause 9.1(d) of the Constitution.

The Director to retire at an annual general meeting are those who have been longest in office since their last election, but, as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by drawing lots.

ASX Listing Rule 14.4 provides that a Director must not hold office (without re-election) past the third annual general meeting following the Directors appointment or 3 years, whichever is longer.

A Director who retires by rotation under clause 7.2 of the Constitution is eligible for re-election.

Mr Savich’s cannot hold office without re-election for more than 3 years. Mr Savich’s last election was 28 November 2023. Mr Savich must retire and stand for re-election.

Mr Savich has 20 years of experience in the resources sector in Western Australia. He began his career as an accountant in 2003 and was subsequently a resources analyst between 2006 and 2014.

Mr Savich holds a Bachelor of Commerce from the University of Western Australia, a Graduate Diploma in Mineral Exploration Geoscience from the WA School of Mines, is a Chartered Financial Analyst (CFA) and completed the Chartered Accountants (CA) program. The Company has confirmed Mr Savich’s qualifications and material employment history and conducted an ASIC search and criminal history search of Mr Savich. Nothing of concern has arisen from these enquiries.

Mr Savich is currently a non-executive director of the ASX listed company Tali Resources Limited (ASX: TR2).

The Company has confirmed Mr Mark Savich’s qualifications and material employment history and conducted an ASIC search and criminal history search of Mr Mark Savich. Nothing of concern has arisen from these enquiries.

Mr Mark Savich does not have any interest, position or relationship that might influence, or reasonably be perceived to influence, in a material respect their capacity to bring an independent judgement to bear on issues before the Board and to act in the best interests of the Company as a whole rather than in the interests of an individual security holder or other party.

The Board considers that Mr Mark Savich will not, if elected, qualify as an independent Director due to his previous management responsibility at the Company serving as chief executive officer and executive director until 1 December 2023, within the past 3 years for approximately 8 years. Once 3 years has elapsed since Mr Savich ceased being employed in an executive capacity he may be reconsidered as independent.

The Board (other than Mr Mark Savich who has a material interest in the outcome of Resolution 2) supports the election of Mr Mark Savich as a Director.

2.2 Technical information required by Listing Rule 14.1A

If Resolution 2 is passed, then Mr Mark Savich will continue as a Director post the Annual General Meeting.

If Resolution 2 is not passed, Mr Mark Savich will cease to be a Director from the end of the Annual General Meeting and the Company's Board of Directors will be reduced to 2. Given this would be less than the minimum required under the ASX Listing Rules (being a minimum of 3 Directors) the remaining Directors would be required to appoint a new Director as a casual vacancy to remain in compliance with the ASX Listing Rules.

3. Resolution 3 – Approval of Additional 10% Placement Capacity – Listing Rule 7.1A

3.1 General

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

ASX Listing Rule 7.1A provides that an Eligible Entity may seek Shareholder approval at its annual general meeting by way of special resolution to allow it to issue Equity Securities up to 10% of its issued capital (**10% Placement Capacity**) to increase this 15% limit by an extra 10% to 25%.

The Company is an Eligible Entity, meaning it is an entity which is not included in the S&P/ASX 300 Index and which has a market capitalisation of \$300 million or less.

If Shareholders approve Resolution 3, the number of Equity Securities the Eligible Entity may issue under the 10% Placement Capacity will be determined in accordance with the formula prescribed in Listing Rule 7.1A.2 (as set out in section 3.3 below).

The effect of Resolution 3 will be to allow the Company to issue Equity Securities up to 10% of the Company's fully paid ordinary securities on issue under the 10% Placement Capacity during the period up to 12 months after the Meeting, without subsequent Shareholder approval and without using the Company's 15% annual placement capacity granted under Listing Rule 7.1.

Resolution 3 is a special resolution. Accordingly, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be in favour of Resolution 3 for it to be passed.

3.2 Technical information required by Listing Rule 14.1A

If Resolution 3 is passed, the Company will be able to issue Equity Securities up to the combined 25% limit in Listing Rule 7.1 and 7.1A without any further Shareholder approval. There are no proposed issues by the Company under this proposed Resolution if the Resolution is passed.

If Resolution 3 is not passed then the Company will not have the availability of the additional 10% Placement Capacity to issue Equity Securities without Shareholder approval provided under ASX Listing Rule 7.1A and will remain subject to the 15% limit on issuing Equity Securities without shareholder approval set out in Listing Rule 7.1. Accordingly, if the Company intends to issue securities over and above its placement capacity under ASX Listing Rule 7.1 then Shareholder approval will be required to issue such securities.

3.3 Listing Rule 7.1A

Listing Rule 7.1A enables an Eligible Entity to seek shareholder approval at its annual general meeting to issue Equity Securities in addition to those under the Eligible Entity's 15% annual placement capacity under Listing Rule 7.1.

An Eligible Entity is one that, as at the date of the relevant annual general meeting:

- (a) is not included in the S&P/ASX 300 Index; and
- (b) has a maximum market capitalisation (excluding restricted securities and securities quoted on a deferred settlement basis) of \$300,000,000 or less.

The Company is an Eligible Entity as it is not included in the S&P/ASX 300 Index and has a current market capitalisation of less than \$300,000,000. If however on the date of the Meeting the Company's market capitalisation exceeds \$300,000,000, then Resolution 3 will no longer be effective and will be withdrawn.

Any Equity Securities issued must be in the same class as an existing class of quoted Equity Securities. The Company currently has 1 class of quoted Equity Securities on issue, being the Shares (ASX Code: AMN).

The exact number of Equity Securities that the Company may issue under an approval under Listing Rule 7.1A will be calculated according to the following formula:

$$(A \times D) - E$$

Where:

- A is the number of Shares on issue 12 months before the date of issue or agreement to issue:
- (c) plus the number of Shares issued in the previous 12 months under an exception in Listing Rule 7.2 other than exception 9, 16 or 17;

- (d) plus the number of fully paid ordinary securities issued in the previous 12 months on the conversion of convertible securities within Listing Rule 7.2 exception 9 where:
 - (i) the convertible securities were issued or agreed to be issued more than 12 months immediately preceding the date of issue or agreement to issue; or
 - (ii) the issue of, or agreement to issue, the convertible securities was approved, or taken under the Listing Rules to have been approved under Listing Rule 7.1 or 7.4;
 - (e) plus the number of fully paid ordinary securities issued in the last 12 months under an agreement to issue securities within Listing Rule 7.2 exception 16 where:
 - (i) the agreement was entered into more than 12 months before; or
 - (ii) the agreement or issue was approved, or taken under the Listing Rules to have been approved under Listing Rule 7.1 or 7.4;
 - (f) plus the number of any other fully paid ordinary securities issues in the previous 12 months with approval under Listing Rule 7.1 or 7.4;
 - (g) plus the number of partly paid shares that became fully paid in the previous 12 months immediately preceding the date of issue or agreement to issue; and
 - (h) less the number of Shares cancelled in the previous 12 months immediately preceding the date of issue or agreement to issue.
- D is 10%.
- E is the number of Equity Securities issued or agreed to be issued under ASX Listing Rule 7.1A.2 in the 12 months immediately preceding the date of issue or agreement to issue where the issue or agreement has not been subsequently approved by the holders of Ordinary Securities under ASX Listing Rule 7.4.

3.4 Technical information required by Listing Rule 7.1A

Pursuant to and in accordance with Listing Rule 7.3A, the information below is provided in relation to this Resolution 3:

(a) Minimum Price

The minimum cash consideration per security at which existing quoted Equity Securities may be issued under the 10% Placement Capacity is 75% of the volume weighted average market price of Equity Securities in that class, calculated over the 15 ASX trading days on which trades in that class were recorded immediately before:

- (i) the date on which the price at which the Equity Securities are to be issued is agreed by the Company and the recipient of the Equity Securities; or

- (ii) if the Equity Securities are not issued within 10 ASX trading days of the date in section (i) above, the date on which the Equity Securities are issued.

(b) Date of Issue

The Equity Securities may be issued under the 10% Placement Capacity commencing on the date of the Meeting and expiring on the first to occur of the following:

- (i) the date that is 12 months after the date of this Meeting;
- (ii) the time and date of the Company's next annual general meeting;
- (iii) the time and date of approval by Shareholders of any transaction under ASX Listing Rules 11.1.2 (a significant change to the nature or scale of the Company's activities) or 11.2 (disposal of the Company's main undertaking) (after which date, an approval under Listing Rule 7.1A ceases to be valid),

(10% Placement Capacity Period).

(c) Purpose of Issue under 10% Placement Capacity

The Company must issue Equity Securities under the 10% Placement Capacity for cash consideration in which case the Company intends to use funds raised for the acquisition, exploration and development of new resources, assets and investments (including expenses associated with such an acquisition), continued exploration expenditure on the Company's current assets (funds would then be used for project, feasibility studies and ongoing project administration) and for general working capital purposes.

The Company will comply with the disclosure obligations under Listing Rules 2.7, 3.10.3 and 7.1A.4 upon issue of any Equity Securities under the 10% Placement Capacity.

(d) Risk of voting dilution

Any issue of Equity Securities under the 10% Placement Capacity will dilute the interests of Shareholders who do not receive any Shares under the issue.

If Resolution 3 is approved by Shareholders and the Company issues the maximum number of Equity Securities available under the 10% Placement Capacity, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shareholders calculated in accordance with the formula outlined in Listing Rule 7.1A.2, on the basis of the current market price of Shares and the current number of Equity Securities on issue as at the date of this Notice.

The table also shows the voting dilution impact where the number of Shares on issue (Variable 'A' in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 10% Placement Capacity.

Number of Shares on Issue (Variable 'A' in Listing Rule 7.1A2)	Potential Dilution and Funds Raised			
	Issue Price (per Share)	\$0.025 50% decrease in Issue Price	\$0.05 Issue Price	\$0.10 100% increase in Issue Price
384,929,442 (Current Variable 'A')	Shares issued - 10% voting dilution	38,492,944 Shares	38,492,944 Shares	38,492,944 Shares
	Funds raised	\$962,324	\$1,924,647	\$3,849,294
577,394,163 (50% increase in Variable 'A')	Shares issued - 10% voting dilution	57,394,163 Shares	57,394,163 Shares	57,394,163 Shares
	Funds raised	\$1,443,485	\$2,886,971	\$5,773,942
769,858,884 (100% increase in Variable 'A')	Shares issued - 10% voting dilution	76,985,888 Shares	76,985,888 Shares	76,985,888 Shares
	Funds raised	\$1,924,647	\$3,849,294	\$7,698,589

*The number of Shares on issue (Variable 'A' in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro-rata rights issue or scrip issued under a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1.

The table above uses the following assumptions:

- (i) based on the total number of 384,929,442 fully paid ordinary Shares on issue on the ASX as at 1 October 2026;
- (ii) the issue price set out above is the closing price of the Shares on the ASX on 1 October 2026;
- (iii) the Company issues the maximum possible number of Equity Securities under the 10% Placement Capacity;
- (iv) the Company has not issued any Equity Securities in the 12 months prior to the Meeting that were not issued under an exception in Listing Rule 7.2 or with approval under Listing Rule 7.1;

- (v) the issue of Equity Securities under the 10% Placement Capacity consists only of Shares. It is assumed that no Options or Performance Rights are exercised into Shares before the date of issue of the Equity Securities under the 10% Placement Capacity;
- (vi) the calculations above do not show the dilution that any one particular Shareholder will be subject to. All Shareholders should consider the dilution caused to their own individual shareholding depending on their specific circumstances;
- (vii) this table does not set out any dilution pursuant to approvals under Listing Rule 7.1;
- (viii) the 10% voting dilution reflects the aggregate percentage dilution against the issued share capital at the time of issue. This is why the voting dilution is shown in each example as 10%; and
- (ix) the table does not show an example of dilution that may be caused to a particular Shareholder by reason of placements under the 10% Placement Capacity, based on that Shareholder's holding at the date of the Meeting.

Shareholders should note that there is a risk that:

- (x) the market price for the Company's Shares (being the Equity Securities in the class the subject of the Listing Rule 7.1A mandate) may be significantly lower on the issue date than on the date of the Meeting; and
- (xi) the Company's Shares may be issued at a price that is at a discount to the market price for those Shares on the date of issue.

(e) Allocation policy under the 10% Placement Capacity

The Company's allocation policy for the issue of Equity Securities under the 10% Placement Capacity will be dependent on the prevailing market conditions at the time of the proposed placement(s). The Company considers that it may raise funds under the 10% Placement Capacity although this cannot be guaranteed. In addition, no intentions have been formed in relation to the possible number of issues, or the time frame in which the issues could be made. Subject to the requirements of the Listing Rules and the Corporations Act, the Board reserves the right to determine these matters at the time of any issue of Equity Securities under Listing Rule 7.1A, and the allocation policy that the Company will adopt for that issue.

The recipients of the Equity Securities to be issued under the 10% Placement Capacity have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be related parties of the Company.

The Company will determine the recipients at the time of the issue under the 10% Placement Capacity, having regard to the following factors:

- (i) the purpose of the issue;

- (ii) alternative methods and structures for raising funds available to the Company at that time, including, but not limited to, an entitlement issue or other offer where existing Shareholders may participate;
 - (iii) the effect of the issue of the Equity Securities on the control of the Company;
 - (iv) the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
 - (v) prevailing market conditions; and
 - (vi) advice from corporate, financial and broking advisers (if applicable).
- (f) Previous Approval under Listing Rule 7.1A
- The Company obtained approval under Listing Rule 7.1A at its last Annual General Meeting but has not issued any securities under that approval.
- (g) Compliance with Listing Rules 7.1A.4
- When the Company issues Equity Securities pursuant to the 10% Placement Capacity, it will give to ASX:
- (i) a list of the recipients of the Equity Securities and the number of Equity Securities issued to each (not for release to the market), in accordance with Listing Rule 7.1A.4; and
 - (ii) the information required by Listing Rule 7.1A.4 for release to the market.

4. Resolution 4 - Ratification of securities in relation to the Mount Squires Transaction

4.1 Background

As announced by the Company to ASX on 22 April 2026 (**Announcement**), the Company entered into a Share Sale and Purchase Agreement (**Agreement**) to acquire Opis Resources Pty Ltd (**Opis**), a wholly owned subsidiary of Caspin Resources Limited (ASX: CPN) (**Caspin**), which in turn owns a 100% interest in the Mount Squires Project in Western Australia.

Opis holds two granted Exploration Licences (E69/3424 and E69/3425) and four Exploration Licence Applications (E69/4183, E69/4184, E69/4189 and E69/4277).

The material terms of the Agreement included:

- (a) the Company issuing Caspin five million Agrimin ordinary shares and five million options with an exercise price of \$0.14 per share and expiry date of 31 December 2028 upon the completion of the acquisition (**Acquisition Shares and Options**);

- (b) Agrimin issuing Caspin 5 million performance rights, which will vest if the Company (or the holder of the Exploration Licences) spends \$2 million on expenditure on the above mentioned Exploration Licences within 5 years of the completion date (with early vesting on certain change of control events being triggered) (**Acquisition Performance Rights**);
- (c) Agrimin granting Caspin a 1% net smelter return royalty payable on the commercial production of any minerals from the above-mentioned Exploration Licences; and
- (d) the Agreement is otherwise on terms and conditions customary for an agreement of its nature including the provision of warranties by the seller.

On 18 May 2026, the Company issued the Acquisition Shares and Options and the Acquisition Performance Rights to Caspin under the Agreement.

Resolution 4 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the issue of the Acquisition Shares and Options and the Acquisition Performance Rights issued under Listing Rule 7.1.

4.2 Resolution 4 – Listing Rules 7.1 and 7.4

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

The issue of the Acquisition Shares and Options and the Acquisition Performance Rights did not fit within any of the exceptions and, as it has not yet been approved by the Company's shareholders, it has effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without shareholder approval under Listing Rule 7.1 for the 12 month period following the issue date.

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

The Company wishes to retain as much flexibility as possible to issue additional equity securities into the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1.

To this end, Resolution 4 seeks Shareholder approval, for the purposes of Listing Rule 7.4, to ratify the issue of the Acquisition Shares and Options and the Acquisition Performance Rights issued using the Company's placement capacity under ASX Listing Rule 7.1.

4.3 Technical information required by Listing Rule 14.1A

If Resolution 4 is passed, the Acquisition Shares and Options and the Acquisition Performance Rights will be excluded in calculating the Company's 15% placement capacity under Listing Rule 7.1, effectively increasing the number of equity securities

it can issue without Shareholder approval over the 12 month period following the issue date.

If Resolution 4 is not passed, the Acquisition Shares and Options and the Acquisition Performance Rights will be included in calculating the Company's 15% placement capacity under Listing Rule 7.1, effectively decreasing the number of equity securities it can issue without Shareholder approval over the 12 month period following the issue date.

4.4 Technical information required by Listing Rule 7.5

Pursuant to and in accordance with Listing Rule 7.5, the following information is provided in relation to the ratification of the issue of the Acquisition Shares and Options and the Acquisition Performance Rights:

- (a) the Acquisition Shares and Options and the Acquisition Performance Rights were issued to Caspin Resources Limited ACN 641 813 587 (**Caspin**). In accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms that:
 - (i) Caspin is not a related party of the Company, a member of the Company's Key Management Personnel, a substantial holder of the Company, or an adviser to the Company, or any associate of any of these persons; and
 - (ii) the 5,000,000 Acquisition Shares issued represents 1.3% of the issued capital of the Company;
- (b) a total of 5,000,000 Shares, 5,000,000 Options and 5,000,000 Performance Rights were issued pursuant to the Company's placement capacity under Listing Rule 7.1;
- (c) the Shares issued were all fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;
- (d) the Options issued were issued on the terms and conditions in Schedule 1;
- (e) the Performance Rights were issued on the terms and conditions in Schedule 2;
- (f) the Acquisition Shares and Options and the Acquisition Performance Rights were issued on 18 May 2026;
- (g) the Acquisition Shares and Options and the Acquisition Performance Rights were issued in part consideration for the acquisition of Opis under the Agreement. Accordingly, no funds were raised from this issue; and
- (h) the Acquisition Shares and Options and the Acquisition Performance Rights were issued under the Agreement. Please refer to Section 4.1 of this Explanatory Statement for a summary of the terms of the Agreement.

4.5 Additional Information

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

The Chairperson intends to exercise all available proxies in favour of Resolution 4.

5. Resolution 5 – Grant of Options to Mr Michael Hartley

5.1 Overview

The Company has agreed, subject to obtaining Shareholder approval, to grant 6,000,000 Options to Mr Michael Hartley (or his permitted nominee) who is a Director of the Company (**Related Party**) on the terms and conditions set out below (**Related Party Options**).

The Options are being offered and will be granted under the Agrimin Incentives Award Plan as approved by Shareholders on 25 November 2025 (**Plan**).

Please refer to Schedule 4 for a summary of the terms of the Related Party Options and please refer to Schedule 3 for a summary of the terms of the Plan.

Resolution 5 seeks Shareholder approval for the grant of the Options to Director Mr Michael Hartley (or his permitted nominee) respectively.

5.2 Chapter 2E of the Corporations Act

For a public company, or an entity that the public company controls, to give a financial benefit to a related party of the public company, the public company or entity must:

- (a) obtain the approval of the public company's members in the manner set out in sections 217 to 227 of the Corporations Act; and
- (b) give the benefit within 15 months following such approval,

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

The grant of Options constitutes giving a financial benefit and Mr Michael Hartley is a related party of the Company by virtue of being a Director. If his nominee receives the Options they will also be a related party by virtue of being an associate of Mr Michael Hartley.

The Directors (other than Mr Michael Hartley, who a material personal interests in Resolution 5) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the grant of Options because the agreement to grant the Options is considered reasonable remuneration having regard to the circumstances of the Company and the position held by Mr Michael Hartley. Accordingly, the proposed grant of the Options to Mr Michael Hartley is considered to fall within the "reasonable remuneration" exception set out in section 211 of the Corporations Act so that member approval is not required for the purposes of Chapter 2E of the Corporations Act.

5.3 Listing Rule 10.14

The Company is proposing to grant the Related Party Options to the Related Party.

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive plan unless it obtains shareholder approval:

- (a) a director of the company (Listing Rule 10.14.1);
- (b) an associate of a director of the company (Listing Rule 10.14.2); or
- (c) a person whose relationship with the company, or a person referred to in Listing Rule 10.14.1. or 10.14.2 is such that, in ASX's opinion, that the acquisition should be approved by its shareholders.

As the grant of the Related Party Options under Resolution 5 involves the grant of securities to a Director of the Company (or their permitted nominee), and therefore falls within Listing Rule 10.14.1 and 10.14.2, Shareholder approval pursuant to ASX Listing Rule 10.14 is required.

5.4 Technical Information required by Listing Rule 14.1A

If Resolution 5 is passed, the Company will be able to proceed with the grant of the Related Party Options the subject of Resolution 5.

If Resolution 5 is not passed, the Company will not be able to grant the Related Party Options the subject of Resolution 5.

5.5 Technical Information required by Listing Rule 10.15

Pursuant to and in accordance with Listing Rule 10.15, the following information is provided in relation to Resolution 5:

- (a) 6,000,000 Related Party Options are to be granted to Mr Michael Hartley (or his permitted nominee), who falls within Listing Rule 10.14.1 by virtue of being a Director. If the Options are granted to Mr Michael Hartley's permitted nominee, that permitted nominee would fall within Listing Rule 10.14.2, as his associate.
- (b) the relevant interests of Mr Michael Hartley in securities of the Company are set out below:

Related Party	Shares	Options	Performance Rights
Mr Michael Hartley	2,413,699 ¹	66,666 ²	Class B 3,000,000 ³ Class C 2,000,000 ⁴

Notes:

- 1) Comprising 1,500,000 Shares held by Mr Michael Hartley, 29,369 Shares held by his spouse Mrs Elizabeth Hartley and 884,330 Shares held by Beechill Investments Pty Ltd <Hartley Investments A/C> of which Mr Michael Hartley is a director and beneficiary of.

- 2) These options are held by Mr Michael Hartley's spouse Mrs Elizabeth Hartely and are unlisted Options exercisable at \$0.20 each on or before 27 March 2027.
- 3) Class B Performance Rights are held by Mr Michael Hartley and expire on 5 December 2026. Class B Performance Rights are subject to the following vesting conditions: ASX announcement of the commencement of construction at Mackay Potash Project within two years from the issue date of the performance rights OR achievement of relative Total Shareholder Return relative to Comparator Group over a three-year period from the issue date of the performance rights.
- 4) Class C Performance Rights are held by Mr Michael Hartley and expire on 30 July 2027. Class C Performance Rights vesting are subject to the completion of the strategic review of the Mackay Potash Project and satisfactory implementation of key outcomes.
- 5) 5,000,000 Performance Rights and 1,500,000 Shares have previously been issued under the Plan to the Related Party or his nominee and they were issued for nil consideration;

- (c) the maximum FY27 remuneration from the Company to Mr Michael Hartley is set out below:

Base salary (A\$)	Superannuation (A\$)	Maximum value of short-term incentive – cash (A\$)	Maximum fair value of long-term incentive - Performance Rights (A\$)	Maximum total Financial Benefit (A\$)
\$275,000	\$33,000	\$0	\$100,000	\$408,000

- (d) the Options will expire 5 years after the date of grant. 2,000,000 Options vest after 1 year of continuous employment of Mr Hartley as from the date of grant and the satisfactory implementation of key exploration objectives at the Mount Squires Project set by the Board. The balance, being 4,000,000 Options, vest upon 3 years of continuous employment of Mr Hartley with the Company from the date of grant. Please refer to Schedule 4 for a summary of the material terms of the Related Party Options;
- (e) Options are being issued as a long-term performance incentive and as part of the recipient's remuneration package to motivate and reward the performance of the Related Party in their role as a Director and to assist the Company in retaining their services and expertise in a manner which does not unduly impact on the cash reserves of the Company;
- (f) the fair value of the Related Party Options and the pricing methodology as determined by internal management is set out in Schedule 5. In summary, the Company attributes the following values to the Related Party Options:

Director	Options	Fair Value (A\$)
Mr Michael Hartley	2,000,000	\$100,000
Mr Michael Hartley	4,000,000	\$200,000
Total	6,000,000	\$300,000

- (g) the Options will be granted no later than 3 years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules) and it is intended that issue of the Options will occur on the same date;
- (h) the Options will have a nil issue price and a nil exercise price;
- (i) a summary of the material terms of the Plan is provided in Schedule 3;
- (j) there is no loan being provided to Related Party in respect of the Options;
- (k) details of any securities issued under the Plan will be published in the Company's annual report 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; and
- (l) any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after Resolution 5 are approved and who were not named in this Notice of Meeting will not participate until approval is obtained under that rule.

5.6 Additional Information

The Board (other than Mr Michael Hartley, who abstains due to his material personal interest in the outcome of Resolution 5) recommends that Shareholders vote in favour of Resolution 5.

The Chairperson intends to exercise all available proxies in favour of Resolution 5.

6. Resolution 6 - Approval of Potential Termination Benefits to Director

6.1 Background

The Corporations Act contains certain limitations concerning the payment of 'termination benefits' to persons who hold a 'managerial or executive office'.

The Listing Rules also provide certain limitations on the payment of 'termination benefits' to officers of listed entities.

Resolution 5 seeks Shareholder approval to grant Options to Director Mr Michael Hartley (or his permitted nominee) under the Plan.

The Plan, and the terms and conditions of grant of Options under the Plan to the Related Parties (or their nominees), contain a number of provisions which may constitute the provision of potential termination benefits to be paid or given to Mr Hartley upon the cessation of Mr Hartley in their role with the Company and further

detailed in Schedules 3 and 4 (**Potential Termination Benefits**). Such terms may operate to entitle Mr Hartley (or his permitted nominee), to an early vesting of Options and/or in different circumstances (including on a change of control of the Company) than might otherwise be the case in connection with their ceasing to hold a managerial or executive office with the Company and some of the relevant provisions in the Plan (or terms and conditions) are subject to the Board exercising their discretion to allow such exercise (whether by waiving vesting conditions or extending the period for vesting or resolving that unvested Options do not lapse when otherwise they would).

Resolution 6 seek Shareholder approval in accordance with Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and Listing Rule 10.19 for the Potential Termination Benefits that Mr Michael Hartley may be entitled to receive upon ceasing to be an officer of, or ceasing to hold a managerial or executive office in, the Company or a related body corporate.

6.2 Part 2D.2 of the Corporations Act

The Corporations Act restricts the benefits which can be given to individuals who hold a managerial or executive office (as defined in the Corporations Act) in connection with the retirement from their position in the Company or its related bodies corporate, unless an exception applies.

The term 'benefit' has a wide operation and includes any automatic and accelerated vesting of incentive securities upon termination or cessation of employment in accordance with their terms, or the exercise of any Board discretion to determine such automatic or accelerated vesting will occur.

In accordance with section 200B of the Corporations Act, to give a benefit in connection with a relevant person's retirement from an office, the Company must, subject to various exceptions, obtain the approval of Shareholders in the manner set out in section 200E of the Corporations Act.

Provided shareholder approval is given, the value of the Potential Termination Benefits may be disregarded when applying section 200F(2)(b) or section 200G(1)(c) of the Corporations Act (i.e., the approved benefit will not count towards the statutory cap under the Corporations Act).

6.3 Listing Rule 10.19

Listing Rule 10.19 provides that, without the approval of shareholders, an entity must ensure that no officer of the entity or any of its child entities will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to the ASX under the Listing Rules.

If Shareholders approve Resolution 6 the value of the Potential Termination Benefits will not be counted towards the 5% cap set out in Listing Rule 10.19.

6.4 Potential termination benefits

Resolution 5 seeks Shareholder approval to issue Options to Director Mr Michael Hartley (or his nominee) under the Plan which may include Potential Termination Benefits.

These may constitute a “benefit” for the purposes of section 200B of the Corporations Act.

The value of any such Potential Termination Benefits which may be given to Mr Michael Hartley (or his permitted nominee) cannot presently be ascertained but matters, events and circumstances that may, or will, affect the calculation of that value include:

- (a) the number of Options held by the participant;
- (b) the number of Options that vest early or do not lapse when otherwise they would;
- (c) the price of Shares on the ASX on the date of ceasing to hold a managerial or executive office with the Company;
- (d) the status of any vesting conditions or other conditions for the Related Party Options and the Board’s assessment of the performance of the participant up to the date of ceasing;
- (e) the participant’s length of service and the extent to which they have served any applicable notice period; and
- (f) the reasons for ceasing to hold a managerial or executive office with the Company.

The Company has done an internal valuation of the Related Party Options prior to the issue of this Notice of Meeting which valued the Related Party Options as set out in Schedule 5. The assumed termination benefit is not greater than 5% of the equity interest of the company.

Shareholder approval is sought under section 200E of the Corporations Act to the giving of any benefit to the Related Parties (or their nominees) in connection with their future cessation of office or position with the Company under the terms of the Plan (or terms and conditions of grant) in relation to the Related Party Options, including as a result of any future exercise of a discretion by the Board under the terms of the Plan or the terms and conditions of the Related Party Options or any other Potential Termination Benefits.

Section 6.2 of the Explanatory statement above notes that the Plan, and the terms and conditions of grant of Options under the Plan to the Related Party (or their permitted nominee), contain a number of provisions which may constitute benefits for the purposes of section 200B of the Corporations Act.

These provisions may also constitute termination benefits for the purposes of ASX Listing Rule 10.19. As such, the Company is also seeking Shareholder approval for these benefits to be given.

6.5 Technical information required by Listing Rule 14.1A

If Resolution 6 is approved at the Meeting, the Related Party will be entitled to be paid the Potential Termination Benefits and the value may exceed the 5% threshold and the value of the Potential Termination Benefit may be disregarded when applying Section 200F(2)(b) or Section 200G(1)(c) of the Corporations Act (i.e. the benefits will not count towards the statutory caps that apply to benefits that may be given without

shareholder approval).

If Resolution 6 is not approved at the Meeting, the Related Party will not be entitled to be paid any Potential Termination Benefits, unless they fall within an exception under the Corporations Act or do not breach the 5% threshold in Listing Rule 10.19.

6.6 Additional Information

The Board (other than Mr Michael Hartley, who abstains due to his material personal interest in the outcome of Resolution 6) recommends that Shareholders vote in favour of Resolution 6.

The Chair intends to vote all available proxies in favour of Resolution 6.

GLOSSARY

\$ means Australian dollars.

10% Placement Capacity has the meaning given in Section 3.1 of the Explanatory Statement.

10% Placement Capacity Period has the meaning given in Section 3.4 of the Explanatory Statement.

Agreement has the meaning given in Section 4.1 of the Explanatory Statement.

Announcement has the meaning given in Section 4.1 of the Explanatory Statement.

Annual General Meeting or **Meeting** means the meeting convened by this Notice.

Acquisition Shares and Options has the meaning given in Section 4.1 of the Explanatory Statement.

Acquisition Performance Rights has the meaning given in Section 4.1 of the Explanatory Statement.

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited.

ASX Listing Rules means the Listing Rules of ASX.

Awards has the meaning given in Schedule 3.

AWST means Australian Western Standard Time as observed in Perth, Western Australia.

Board means the current board of directors of the Company.

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

Cash Payment has the meaning given in Schedule 3.

Cashless Exercise Facility has the meaning given in Schedule 3.

Caspin has the meaning given in Section 4.1 of the Explanatory Statement.

Chair means the chair of the Meeting.

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

- A. a spouse or child of the member;
- B. a child of the member's spouse;
- C. a dependent of the member's spouse;
- D. anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;

- E. a company the member controls; or
- F. a person prescribed by the *Corporations Regulations 2001* (Cth).

Company means Agrimin Limited ACN 122 162 396.

Constitution means the Company's constitution.

Convertible Security has the meaning given in Schedule 3.

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

Directors means the current directors of the Company.

Eligible Participant has the meaning given in Schedule 3.

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

ESS Provisions has the meaning given in Schedule 3.

Explanatory Statement means the explanatory statement accompanying the Notice.

Group Company means the Company or any of its subsidiaries.

Invitation has the meaning given in Schedule 3.

Key Management Personnel has the same meaning as in the accounting standards (as that term is defined in the Corporations Act) and broadly includes those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, directly or indirectly, including any director (whether executive or non-executive) of the Company or if the Company is part of a consolidated entity of an entity within the consolidated group.

Notice or **Notice of Meeting** means this notice of annual general meeting including the Explanatory Statement and the Proxy Form.

Opis has the meaning given in Section 4.1 of the Explanatory Statement.

Option means an option to acquire a Share.

Ordinary Securities has the meaning set out in the ASX Listing Rules.

Plan has the meaning given in Schedule 3.

Performance Right means a right to acquire a Share.

Potential Termination Benefits has the meaning given in Section 6.1 of the Explanatory Statement.

Proxy Form means the proxy form accompanying the Notice.

Related Party has the meaning given in Section 5.1 of the Explanatory Statement.

Related Party Options has the meaning given in Section 5.1 of the Explanatory Statement.

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

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

Shareholder means a holder of a Share.

Spill Resolution has the meaning given in Section 1 of the Explanatory Statement.

Schedule 1 – Terms and Conditions of Options issued under the Agreement

The Options entitle the holder (**Optionholder**) to subscribe for, and be issued, ordinary shares in the capital of the Purchaser (**Shares**) on and subject to the following terms and conditions:

1. Entitlement

- 1.1** Each Option gives the Optionholder the right to subscribe for, and be issued, one Share.

2. Exercise Price

- 2.1** The amount payable upon exercise of each Option will be \$0.14 (**Exercise Price**).

3. Expiry Date, Option Period and Lapsing

- 3.1** The Options will expire at 5.00pm (WST) on 31 December 2028 (**Expiry Date**).
- 3.2** Any Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.
- 3.3** The Options may only be exercised between the Completion Date and the Expiry Date (**Option Period**).

4. Notice of Exercise

- 4.1** An Optionholder may only exercise Options by lodging with the Company during the Option Period:
- (a) a written notice of exercise of Options specifying the number of Options being exercised (**Exercise Notice**); and
 - (b) electronic funds transfer for the aggregate Exercise Price for the number of Options being exercised.

5. Exercise Date

- 5.1** An Exercise Notice is only effective when the Company has received the full amount of the aggregate Exercise Price in relation the Options the subject of that Exercise Notice.

6. Timing of issue of Shares on exercise

- 6.1** Within 5 Business Days of receipt of the Exercise Notice and the aggregate Exercise Price, the Company will allot the applicable Shares to the Optionholder.

7. Shares issued on exercise

- 7.1** All Shares allotted upon the exercise of Options will upon allotment rank pari passu in all respects with other issued fully paid Shares.

8. Quotation of Shares issued on exercise

- 8.1** If admitted to the official list of the ASX at the time, the Purchaser will apply for quotation of all Shares allotted pursuant to the exercise of Options on ASX within 5 Business Days after the date of allotment of those Shares.

9. Reorganisation

- 9.1** If, prior to the Expiry Date, the issued capital of the Company is reorganised, all rights of an Optionholder are to be changed in a manner consistent with the Corporations Act and any requirements with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

10. Participation in new issues

- 10.1** There are no participating rights or entitlements inherent in the Options.
- 10.2** An Optionholder will not be entitled to participate in new issues of securities offered to Shareholders during the currency of the Options except to the extent that Options are exercised prior to the 'record date' for determining entitlements for the new issue.

11. Change in exercise price

- 11.1** An Option does not confer on the holder any right to a change in exercise price or a change in the number of underlying securities over which the Option can be exercised.

12. Transferability

- 12.1** The Options are not transferable without prior approval of the board of directors of the Purchaser (at its discretion) and are subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities law and will not be listed for quotation on the ASX or on any other stock exchange.

13. Agreement to be bound

- 13.1** By lodging an Exercise Notice, the Optionholder agrees to take the applicable Shares and agrees to be bound by the constitution of the Company.

Schedule 2 – Terms and Conditions of the Agreement Performance Rights

1.	Entitlement	Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right.
2.	Consideration	The Performance Rights will be issued for nil consideration and no consideration will be payable upon the conversion of the Performance Rights into Shares.
3.	Vesting Conditions	The Performance Rights shall vest upon there having been expended an amount over \$2,000,000 on expenditure on the Tenements after Completion. The expenditure on the tenements shall be calculated based on the Form 5 - Operations Report lodged by the holder of the Tenements with the Department. For clarity, the expenditure does not include any expenditure incurred before the Completion Date even if that expenditure is contained in a Form 5 - Operations Report lodged after the Completion Date (Vesting Condition).
4.	Expiry Date	The Performance Rights, whether vested or unvested, will otherwise expire at 5:00 pm AWST on the Expenditure Milestone Expiry Date (Expiry Date). For the avoidance of doubt, any unconverted Performance Rights will automatically lapse on the Expiry Date.
5.	Notice of vesting	The Purchaser shall notify the holder in writing when the relevant Vesting Condition has been satisfied.
6.	Quotation of Performance Rights	The Performance Rights will not be quoted on ASX.
7.	Conversion	Upon vesting, each Performance Right will, at the election of the holder, convert into one Share.
8.	Timing of issue of Shares on conversion	Within five Business Days of conversion of the Performance Rights, the Company will: (a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted; (a) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and (b) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Performance Rights. If a notice delivered under 8(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than

		20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.
9.	Shares issued on exercise	Shares issued on exercise of the Performance Rights rank equally with the then issued shares of the Company.
10.	Participation in new issues	There are no participation rights or entitlements inherent in the Performance Rights and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Performance Rights without converting the Performance Rights.
11.	Adjustment for bonus issues of Shares	If the Company makes a bonus issue of Shares or other securities to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares or other securities which must be issued on the conversion of a Performance Right will be increased by the number of Shares or other securities which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.
12.	Reorganisation	If at any time the issued capital of the Company is reorganised (including consolidation, subdivision, reduction or return), all rights of a holder will be changed in a manner consistent with the applicable ASX Listing Rules and the Corporations Act at the time of reorganisation.
13.	Dividend and voting rights	The Performance Rights do not confer on the holder an entitlement to vote (except as otherwise required by law) or receive dividends.
14.	Transferability	The Performance Rights are not transferable.
15.	No rights to return of capital	A Performance Right does not entitle the holder to a return of capital, whether in a winding up, upon a reduction of capital or otherwise.
16.	Rights on winding up	A Performance Right does not entitle the holder to participate in the surplus profits or assets of the Company upon winding up.
17.	Change of Control	Upon a Change of Control Event, then, to the extent the Performance Rights have not converted into Shares due to the satisfaction of the Vesting Condition, the Performance Rights will accelerate vesting conditions and will automatically convert into Shares on a one-for-one basis.
18.	ASX Listing Rule compliance	The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.
19.	No other rights	A Performance Right gives the holder no rights other than those expressly provided by these terms and conditions and those

		provided at law where such rights at law cannot be excluded by these terms.
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Schedule 3 – Summary of the terms of the Plan

Term	Description
Eligibility	The Board has the discretion to determine which Eligible Participants can participate in the Agrimin Incentive Awards Plan (Plan), and the number and type of Awards that they will be offered. Eligible Participants are any existing or prospective full-time or part-time employee, casual employee, director or individual service providers of the Company or any of its subsidiaries who are declared by the Board to be eligible to receive grants of Awards under the Plan.
Awards	Under the Plan the Company can grant Options, Performance Rights and Shares (together, Awards). The Board has the discretion to set the terms and conditions on which it will offer Awards under the Plan.
Invitation and Application Form	The Board may, in its absolute discretion, make a written invitation to any Eligible Participant to apply for Awards upon the terms set out in the Plan and upon such additional terms and conditions as the Board determines (Invitation). On receipt of an Invitation, an Eligible Participant (or their permitted nominee) may apply for the Awards the subject of the Invitation by providing a completed application form to the Company (which may be online). The Board may accept an application from an Eligible Participant or permitted Nominees in its discretion. In the event of any inconsistency between the Plan and a specific Invitation, the specific Invitation prevails. This can be used to modify the application of the Plan where necessary in specific circumstances.
Conditions to acquisition of Awards	The acquisition of Awards is conditional on compliance with all applicable legislation, stock exchange rules and the Constitution, and receipt of any necessary approvals required under applicable legislation, stock exchange rules, contractual agreements and the Constitution.
Cap on certain Invitations	Where an Invitation for Awards that require cash consideration to be paid either on issue or exercise (eg an option with an exercise price) is proposed to be made and the Company wishes to rely on the employee share scheme provisions in Division 1A of Part 7.12 of the Corporations Act (ESS Provisions), and the offer is not being made to an exempt investor under section 708 of the Corporations Act, the Company must reasonably believe, when making such an Invitation, that the Invitation will not result in the Company breaching the cap imposed by the ESS Provisions (being, where the Company is listed on a stock exchange, 5% of the total number of Shares on issue at the date of the Invitation or such other percentage as specified in the Company's Constitution).
Acquisition Price for Awards	The grant of Awards under the Plan may be subject to the payment of an acquisition price by the Participant as determined by the Board, or otherwise Awards may be granted at no cost to the Participant.
Exercise Price of Convertible Securities	The exercise price of Options or Performance Rights (together, Convertible Securities) may be determined by the Board, or otherwise may be exercised at no cost to the Participant.

Expiry Date of Convertible Securities	Convertible Securities that do not automatically convert on vesting should be given an expiry date, which can be no more than date 15 years from the date of grant of the Convertible Securities. A Convertible Security lapses on the Expiry Date if it has not been converted or otherwise lapsed.
Nature of Convertible Securities	Each Convertible Security will entitle its holder to subscribe for and be issued or transferred, one Share (upon vesting and exercise of that Convertible Security) unless the Plan or an applicable Invitation otherwise provides. See below in relation to a Cash Payment alternative. A Convertible Security does not entitle the Participant to: (i) other than as required by law, be given notice of, or to vote or attend at, a meeting of Shareholders; (ii) receive any dividends of the Company, whether fixed or at the Directors' discretion; (iii) any right to a return of capital, whether in a winding up, upon a reduction of capital, or otherwise; (iv) any right to participate in the surplus profits or assets of the Company upon a winding up; or (v) participate in new issues of Securities such as bonus issues or entitlement issues.
Vesting and exercise of Convertible Securities	The Board may determine that Convertible Securities will be subject to performance, service, or other conditions which must be satisfied before the Convertible Securities vest and are exercisable (either at the holder's election or automatically) (Vesting Conditions) and, if so, must specify those Vesting Conditions in the invitation to each Eligible Participant. The Board may, in its discretion, amend or waive any Vesting Conditions attaching to Convertible Securities at any time, subject to applicable law and stock exchange rules (which may require a rule waiver and shareholder approval). Specific invitations can provide that Vesting Conditions are automatically waived in full or pro rata in certain circumstances, for example a person ceasing employment other than For Cause, or on a Change of Control. Convertible Securities which have not lapsed under the Plan will vest if and when any applicable Vesting Conditions have been satisfied or waived. Vested Convertible Securities can be exercised before their Expiry Date, unless they are exercised automatically on vesting (which must be specified in an invitation to apply). Following the valid exercise of a Convertible Security, the Company will issue or arrange the transfer of a Share to the Participant. Alternatively, if provided for by an Invitation, the Board may determine to make a cash payment equal to the Market Value of a Share as at the date the Convertible Security is exercised less, in respect of an Option, any Option Exercise Price, and any superannuation or other taxes, duties or other amounts the Company is required to pay or withhold in respect of any cash payment (Cash Payment). For the avoidance of doubt, if the Vesting Conditions relevant to a Convertible Security are not satisfied and/or otherwise waived, that Convertible Security will lapse.

Cashless Exercise Facility	The Board may, in its discretion, where Market Value is higher than the exercise price of vested Options, permit a Participant not pay the exercise price for exercised Options and instead be issued that number of Shares equal in value to the positive difference between the then Market Value of the Shares at the time of exercise and the Exercise Price that would otherwise be payable to exercise those Options (with the number of Shares rounded down to the nearest whole Share) (Cashless Exercise Facility).
Disposal of Convertible Securities	Except as otherwise provided for by the Plan, an Invitation, the ASX Listing Rules or required by law, a Convertible Security may only be disposed: (i) with the consent of the Board (which may be withheld in its discretion) in Special Circumstances, being: (A) ceasing to be an Eligible Participant due to death or total or permanent disability, or retirement or redundancy; (B) severe financial hardship; or (C) any other circumstance stated to constitute “special circumstances” in the terms of the relevant Invitation; or (ii) by force of law upon death to the Participant’s legal personal representative or upon bankruptcy to the Participant’s trustee in bankruptcy or under the law relating to mental health.
Shares as an Award or on vesting of Convertible Securities	Shares granted under the Plan or issued or transferred on the exercise of Convertible Securities will rank equally in all respects, and carry the same rights and entitlements, as other issued Shares, including dividend and voting rights.
Restricted Shares	(i) Subject to the Plan, Shares can be made subject to a Restriction Condition and/or a Restriction Period, either of which prohibit disposal until satisfied or waived at the Board’s discretion (unless an Invitation otherwise provides). (ii) Subject to the Plan, the Board may, at its discretion, waive or amend any Restriction Condition or Restriction Period applying to a Share at any time in whole or in part, subject to applicable law and stock exchange rules. (iii) Subject to the Plan, if a Restriction Condition is not met (and is not waived), the Company may, amongst other remedies, buyback and cancel the Shares for such consideration as determined by the Board (which may be nil), sell the Shares for at least 80% of Market Value, or declare the Shares to be forfeited and, where held by a trustee, for the Shares to return to the unallocated pool or to be allocated to a different Participant. (iv) A Share that is subject to a Restriction Period is not at risk of buyback/sale/forfeiture, it is just unable to be disposed of during the Restriction Period.
Forfeiture/lapse of Awards	Unless otherwise determined by the Board, a Share granted under the Plan will be forfeited, and a Convertible Security will lapse, in certain circumstances including: (i) in the case of a Convertible Security:

	(A) where the Board determines that any Vesting Condition applicable to the Convertible Security cannot be satisfied (and is not waived); or (B) on the Expiry Date applicable to the Convertible Security; (ii) in certain circumstances if the Eligible Participant leaves (ie ceases to be an Eligible Participant). See 'Ceasing to be an Eligible Participant' below; (iii) if the Board determines that the Award is liable to clawback (see 'Misconduct and Clawback' below); and (iv) where the Participant purports to dispose of the Award or enter any arrangement in respect of the Award, in breach of any disposal or hedging restrictions.
Participation and anti-dilution rights of Convertible Securities	Convertible Securities do not confer the right to participate in new issues of Shares or other securities in the Company. Subject to the ASX Listing Rules, the Plan provides for adjustments to be made to the number of Shares which a Participant would be entitled on a reorganisation of capital. If an Invitation provides, the number of Shares acquired on exercise of Convertible Securities and/or the exercise price (if any) of the Convertible Securities can be adjusted, in accordance with stock exchange rules, in the event of a bonus issue or pro-rata issue to existing holders of Shares (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment).
Restrictions on Disposal of Awards	Convertible Securities and Restricted Shares may not be sold, transferred, mortgaged, pledged, charged, granted as security, or otherwise disposed of, except in Special Circumstances (as defined in the Plan). Participants must not enter any arrangement for the purpose of hedging, or otherwise affecting their economic exposure to any Convertible Securities or Restricted Shares.
Quotation of Awards	Awards, except Shares, will not be quoted on a stock exchange. The Company will, if its Shares are quoted on a stock exchange, apply for official quotation of any Shares issued under the Plan, in accordance with applicable stock exchange rules.
Ceasing to be an Eligible Participant	Subject to the Plan and an Invitation providing otherwise, upon a Relevant Person ceasing to be an Eligible Participant: (i) the Board, in its discretion, may resolve that unvested Convertible Securities lapse or vest in full or pro rata, or continue on foot subject to applicable Vesting Conditions (unless waived); (ii) the Board, in its discretion, may resolve that any vested Convertible Securities acquired by the Relevant Person or their Nominee under the Plan must be exercised within one (1) month (or such later date as the Board determines) of the date the Relevant Person ceases to be an Eligible Participant. If the Convertible Security is not exercised within that period, the Board may resolve, in its discretion, that the Convertible Security lapses as a result; and (iii) the Company may buy back and cancel, sell, or declare to be forfeited any Shares acquired by the Relevant Person or their

Nominee under the Plan that are subject to an unsatisfied Restriction Condition that is not waived by Board.

Specific Invitations can provide vary the above arrangements (eg to allow for full or partial vesting for good leavers unless the Board resolves otherwise). The template Invitation at the back of the Plan provides alternative wording to achieve this.

Change of Control	of	Subject to the Plan and an Invitation providing otherwise, if a Change of Control occurs, or the Board determines that such an event will occur, the Board may, in its discretion, determine the manner in which any or all of a Participant's Awards will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the Change of Control.
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Specific Invitations can provide vary the above arrangements (eg to allow for full or partial vesting on a Change of Control unless the Board resolves otherwise). The template Invitation at the back of the Plan provides alternative wording to achieve this.

Misconduct and Clawback		If the Board becomes aware of a material misstatement in the Company's financial statements, that a Participant has committed an act of fraud, negligence or gross misconduct or failed to comply with any restrictive covenant or that some other event has occurred which, as a result, means that a Participant's Award should be reduced or extinguished, or should not vest, then the Board may, amongst other rights, claw back or adjust any such Award at its discretion to ensure no unfair benefit is derived by the Participant.
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Trust		The Company may establish an employee share trust for the purposes of the Plan.
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Schedule 4 – Summary of the terms of the Director Options

Please see the table below for a summary of terms of the Related Party Options.

Please refer to Schedule 3 for a summary of the Plan, which includes definitions of capitalised terms used below.

Term	Description
Related Party Options acquisition and issue price	Related Party Options will be granted for nil consideration. A Related Party Option is a right to be issued or transferred a Share, subject to the satisfaction (or waiver) of applicable Vesting Conditions and payment of the Related Party Option Exercise Price (unless and to the extent the Board allows the use of the Cashless Exercise Facility).
Vesting Condition	Subject to the Plan, Related Party Options that have not lapsed will vest and become exercisable on the date on which the Vesting Condition applicable to the Related Party Options has been satisfied (or waived) or the date on which the Related Party Options otherwise vest in accordance with the Plan or the Invitation. Vesting Conditions 2,000,000 Related Party Options vest after 1 year of continuous employment by Mr Hartley with the Company as from the date of grant and the satisfactory implementation of key exploration objectives at the Mount Squires Project set by the Board. 4,000,000 Related Party Options , vest upon 3 years of continuous employment of Mr Hartley with the Company from the date of grant.
Vesting and Board Discretion	The number of Related Party Options that have vested will be communicated to participants upon the Vesting Condition applicable to the Related Party Options having been satisfied or waived. Subject to the ASX Listing Rules, the Board also has the discretion to waive in whole or in part the Vesting Condition. Related Party Options will lapse if a Vesting Condition is not able to be achieved, except as otherwise provided for by the Plan or the Invitation.
Exercise of Vested Related Party Options	A holder may exercise vested Related Party Options by lodging with the Company, before the Expiry Date, a completed Exercise Notice specifying the number of vested Related Party Options being exercised and, except to the extent the Board approves the use of the Cashless Exercise Facility, payment to the Company in cleared funds of an amount equal to the Related Party Option Exercise Price multiplied by the number of Related Party Options which are being exercised.
Exercise Price	Nil

Expiry Date	5 years after the date of grant.
Acquisition of Share	On receipt of a valid Exercise Notice, and payment of the Related Party Option Exercise Price (unless the Cashless Exercise Facility is used) the Company will, in compliance with applicable law and the Plan, issue or transfer a Share to the holder (or, if the Cashless Exercise Facility is used, the number of Shares determined under that facility) for each vested Related Party Option validly exercised, subject to any adjustment under the Plan. Shares issued or transferred on the exercise of Related Party Options will rank equally in all respects, and carry the same rights and entitlements, as other issued Shares, including dividend and voting rights.
Disposal Restrictions	Related Party Options may not be sold, transferred, mortgaged, pledged, charged, granted as security, or otherwise disposed of, except in Special Circumstances (as defined in the Plan).
Quotation of Shares	The Company will, if its Shares are quoted on a stock exchange, apply for official quotation of any Shares issued under the Plan, in accordance with applicable stock exchange rules.
Ceasing employment, engagement or office	Notwithstanding the Plan, but subject to applicable laws and ASX Listing Rules, and except and to the extent otherwise resolved by the Board in its sole and absolute discretion, if you cease to be an Eligible Participant (e.g. by ceasing employment or engagement by the Company): A. For Cause, any unvested Related Party Options will lapse; and B. other than For Cause, a pro-rata number of unvested Related Party Options, based on the proportion of time that you remained an Eligible Participant during the performance period will vest with the remaining unvested Related Party Options lapsing.
Change of Control	Notwithstanding the Plan, but subject to applicable laws and ASX Listing Rules, in the event a Change of Control occurs or the Board reasonably determines will occur, all unvested Related Party Options will automatically vest in full. A Change of Control means:

	A. a bona fide Takeover Bid (as defined in the Corporations Act) is declared unconditional and the bidder has acquired a Relevant Interest in at least 50.1% of the Company's issued Shares; B. a court approves, under section 411(4)(b) of the Corporations Act, a proposed compromise or arrangement (other than a compromise or arrangement with the Company's creditors) for the purposes of, or in connection with, a scheme for the reconstruction of Company's or its amalgamation with any other company or companies; or C. in any other case, an entity obtains Voting Power in the Company of at least 50.1% other than as a result of a Reconstruction of the Company.
Takeover Limitations	If the conversion of the Related Party Options into the Shares would result in contravention of section 606(1) of the Corporations Act, then the conversion of Related Party Options shall be into such number of Shares that would cause the contravention will be deferred until such time or times thereafter the conversion would not result in such a breach. The holder shall give notification to the Company in writing if the conversion of Related Party Options may result in the contravention of section 606(1) failing which the Company shall assume that the conversion of Related Party Options will not result in any person being in contravention of section 606(1).
Forfeiture/ Lapse	Unless otherwise determined by the Board, a Share granted under the Plan will be forfeited, and Related Party Options will lapse, in certain circumstances including: A. where the Board determines that any Vesting Condition applicable to the Related Party Options cannot be satisfied (and is not waived); or B. on the Expiry Date applicable to the Related Party Options; C. in certain circumstances if the Eligible Participant leaves; D. if the Board determines that the Related Party Option is liable to clawback (see 'Misconduct and Clawback' below); and E. where the Participant purports to dispose of the Related Party Options or enter any arrangement in respect of the Related Party Options, in breach of any disposal or hedging restrictions.
Participation and anti-dilution rights	Related Party Options do not confer the right to participate in new issues of Shares or other securities in the Company. If, prior to the Expiry Date, the issued capital of the Company is

	reorganised, all rights of an Related Party Optionholder are to be changed in a manner consistent with the Corporations Act and any requirements with the ASX Listing Rules applying to a reorganisation of capital at the time of the reorganisation. An Related Party Option does not confer the right to a change in Related Party Option Exercise Price or a change in the number of underlying securities over which the Related Party Option can be exercised.
No hedging	A Participant is prohibited from entering into arrangements to protect the value of unvested Related Party Options. This includes entering into contracts to hedge the exposure to Related Party Options or Shares granted.
Misconduct and Clawback	The Board has misconduct and clawback powers which it may exercise in circumstances including If the Board becomes aware of a material misstatement in the Company's financial statements, that a Participant has committed an act of fraud, negligence or gross misconduct or failed to comply with any restrictive covenant. The Board then may, amongst other rights, claw back or adjust any such Related Party Options, and Shares acquired on exercise of Related Party Options, at its discretion to ensure no unfair benefit is derived by the Participant
Other	Related Party Options do not entitle the holder to: A. other than as required by law, be given notice of, or to vote or attend at, a meeting of Shareholders; B. receive any dividends of the Company, whether fixed or at the Directors' discretion; C. any right to a return of capital, whether in a winding up, upon a reduction of capital, or otherwise; or D. any right to participate in the surplus profits or assets of the Company upon a winding up.
Tax Deferral	Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) , which enables tax deferral on Related Party Options, will not apply (subject to the conditions in that Act) to Related Party Options issued in response to the Invitation.

Schedule 5 – Valuation of the Related Party Options

The Director Options to be issued pursuant to Resolution 5 have been valued internally by management using a standard option pricing methodology consistent with AASB 2.

Face Value: The total Face Value of the 6,000,000 Options, based on a per-unit face value of \$0.05, which represents the closing share price on the ASX on 1 October 2026.

Fair Value: The total Fair Value of the Options is assessed at \$0.05. Under AASB 2, non-market performance conditions are not factored into the per-unit fair value. Consequently, the per-unit fair value matches the face value (\$0.05). However, the total financial statement expense will reflect the Company's ongoing assessment of the probability that these operational and service milestones will be achieved.

Valuation Parameter	Detail/Assumption	Detail/Assumption
Number of Options	2,000,000	4,000,000
Underlying share price	\$0.05 (based on the closing price on 1 October 2026)	
Exercise Price	\$0.0 (Zero-Exercise-Price Option)	
Vesting Period and Hurdle	1 year, subject to operational and service milestone (Non-market Conditions)	3 years, subject to service milestone (Non-market Conditions)
Expiry Period	5 years from the grant date	
Indicative Value per Option	\$0.05	\$0.05
Total Indicative Value	\$100,000	\$200,000



Proxy Voting Form

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

Agrimim Limited | ABN 15 122 162 396

Your proxy voting instruction must be received by **10:00am (AWST) on Tuesday, 17 November 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 - APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

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

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

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

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

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

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

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online

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

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



BY MAIL:

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IN PERSON:

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