

19 May 2022  
ASX Market Release

**Annual General Meeting Materials  
Addendum to the Notice of Meeting**

Auric Mining Limited (ASX: **AWJ**) (**Auric** or the **Company**) is pleased to release the Addendum to the Notice of Meeting ahead of its 2022 Annual General Meeting (**AGM**). The following information is included:

- Addendum to the Notice of Annual General Meeting and Explanatory Statement
- Replacement Proxy Form

As per the Company's announcements released on 21 March 2022 and 22 April 2022 the 2022 AGM will be held on Friday 27 May 2022 at 11.00am AEST as a virtual meeting.

The Addendum to the Notice of Meeting for the 2022 AGM includes Resolution 5 which asks Shareholders to consider the ratification to issue shares under the Option & Share Sale Agreement (**Agreement**).

As per the Company's announcement released on 19 May 2022, the Company entered into the Agreement to acquire all mineral rights for the Chalice West Project, giving Auric further prime country in the Widgiemooltha /Norseman area.

As part of this Agreement, the Company seeks Shareholder approval to issue Shares to (Mr John Williams and Mrs Debbie Williams). Further details of the Agreement and the terms and conditions of the proposed share issue are set out in the Explanatory Statement within the Addendum to the Notice of Meeting for the 2022 AGM.

**Tamara Barr**  
**Company Secretary**  
**Auric Mining Limited**

*This announcement has been approved for release by the Board.*

**For further information please contact:**

Tamara Barr  
Company Secretary  
tbarr@auricmining.com.au

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# AURIC MINING LTD

## ACN 635 470 843

### ADDENDUM TO NOTICE OF ANNUAL GENERAL MEETING

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Auric Mining Ltd (ACN 635 470 843) (**Company**) hereby gives notice to Shareholders that, in relation to the Notice of Annual General Meeting dated 22 April 2022 (**Notice**) in respect of the Company's annual general meeting of members to be held as a virtual meeting accessible online at 11:00 am (AEST) on 27 May 2022 (**Meeting**), the Directors have resolved to include Resolution 5 on the terms set out in this Addendum (**Additional Resolution**).

Defined terms in the Notice have the same meaning in this Addendum. In the event of any inconsistency the definitions used in this Addendum prevail.

This Addendum is supplemental to the Notice and should be read in conjunction with the Notice. Apart from the amendments set out below, all Resolutions and the Explanatory Statement in the original Notice remain unchanged.

#### Replacement Proxy Form

Annexed to this Addendum to the Notice is a replacement Proxy Form (**Replacement Proxy Form**). To ensure clarity of voting instructions by Shareholders on the Resolutions to be considered at the Meeting, Shareholders are advised that:

- (a) If you have already completed and returned the Proxy Form annexed with the Notice (**Original Proxy Form**) and you wish to change your original vote for the Resolutions 1 to 4 or cast votes for the Additional Resolution, **you must complete and return the Replacement Proxy Form.**
- (b) If you have already completed and returned the Original Proxy Form and **you do not wish to change your original vote for Resolutions 1 to 4 or vote on the Additional Resolution, you do not need to take any action** as the earlier submitted Original Proxy Form will be accepted by the Company for Resolutions 1 to 4 unless you submit a Replacement Proxy Form. For the sake of clarity, the Company notes that if you do not lodge a Replacement Proxy Form, **you will not have cast a vote on the Additional Resolution.**
- (c) If you have not yet completed and returned a Proxy Form and you wish to vote on the Resolutions in the Notice as supplemented by the Addendum, **please complete and return the Replacement Proxy Form.**

The Meeting will be held by a web conferencing facility which will allow Shareholders to observe the Meeting via a Zoom web conference, ask questions and vote via an Online Poll.

If you wish to attend the Meeting online, please email the Company Secretary, Tamara Barr (at [tbarr@auricmining.com.au](mailto:tbarr@auricmining.com.au)) to register. Your email must include your registered name and address. Shareholders who request attendance at the Meeting will be sent a Guide the day prior to the meeting. The Guide will include details on how you can ask questions during the Meeting and how to vote on the Poll.

Access to the Meeting is via this link: <https://meetnow.global/MCFN29C>

#### Enquiries

Shareholders are requested to contact the Company Secretary on +61 422 266 570 if they have any queries in respect of the matters set out in these documents.

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**SUPPLEMENTARY BUSINESS OF THE MEETING**

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**The agenda of the Notice is amended by including the following Resolution:**

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**1. RESOLUTION 5 – RATIFICATION OF AGREEMENT TO ISSUE SHARES UNDER OPTION AGREEMENT**

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 Company’s agreement to issue 4,716,981 Shares on the terms and conditions set out in the Explanatory Statement.”*

A voting exclusion statement applies to this Resolution. Please see below.

**Voting Exclusion Statement**

<b>Resolution</b>	<b>Voting Exclusion Statement</b>
<b>Resolution 5 – Ratification of Agreement to Issue Shares Under Option Agreement</b>	A person who participated in the issue or is a counterparty to the agreement being approved (namely John Dennis Williams and Debbie Lynne Williams) or an associate of those persons.

However, this does not apply to a vote 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 the directions given to the proxy or attorney to vote on the Resolution in that way; or
- (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.

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## SUPPLEMENTARY EXPLANATORY STATEMENT

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### The Explanatory Statement is supplemented by including the following Sections:

#### 1. RESOLUTION 5 – RATIFICATION OF ISSUE AND AGREEMENT TO ISSUE SHARES UNDER OPTION AGREEMENT

##### 1.1 General

On 18 May 2022, the Company entered into an option agreement whereby John Dennis Williams and Debbie Lynne Williams (**Vendors**) agreed to grant the Company an option to acquire 100% of the issued capital of Mineral Business Development Pty Ltd (ACN 093 519 718) (**Mineral Business**) (**Option Agreement**). Mineral Business is the legal and beneficial owner of 100% of exploration licence application E63/2199 located in Western Australia and is the beneficial owner of 100% of exploration licence application E15/1801 (an application which has been applied for and is held on trust for the benefit of Mineral Business by John Dennis Williams, one of the Vendors) also located in Western Australia.

In consideration for the grant of an exclusive option pursuant to the Option Agreement, the Company has agreed to pay the Vendors \$275,000 in cash and a further \$400,000 in Shares, calculated based on the 30-day VWAP of the Company's Shares (**Option Shares**), to be issued within fourteen (14) Business Days of the Commencement Date (being, the date on which E15/1801 is granted by the Western Australian Department of Mines, Industry Regulation and Safety). The key terms of the Option Agreement are summarised in Schedule 2.

Resolution 5 seeks Shareholder approval for the ratification of the agreement to issue 4,716,981 Option Shares in accordance with Listing Rule 7.4.

##### 1.2 ASX Listing Rule 7.1

Broadly speaking, and subject to a number of exceptions, Listing Rule 7.1 limits the amount of equity securities that a listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary shares it had on issue at the start of that period. Under Listing Rule 7.1A, an eligible entity can seek approval from its members, by way of a special resolution passed at its annual general meeting, to increase this 15% limit by an extra 10% to 25%.

The Company's ability to utilise the additional 10% capacity provided for in Listing Rule 7.1A for issues of equity securities following this Meeting remains conditional on Resolution 3 being passed at this Meeting.

The issue of the Option Shares does not fit within any of the exceptions set out in Listing Rule 7.2 and, as it has not yet been approved by Shareholders, it effectively uses up part of the 15% limit in Listing Rule 7.1, reducing the Company's capacity to issue further equity securities without Shareholder approval under Listing Rule 7.1 for the 12-month period following the date of issue of the Option Shares.

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. If they do, 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 in the future without having to obtain Shareholder approval for such issues under Listing Rule 7.1. Accordingly, the Company is seeking Shareholder ratification pursuant to Listing Rule 7.4 for the agreement to issue the Option Shares.

Resolution 5 seeks Shareholder ratification pursuant to Listing Rule 7.4 for the agreement to issue the Option Shares.

### **1.3 Technical information required by Listing Rule 14.1A**

If Resolution 5 is passed, the Option Shares will be excluded in calculating the Company's 15% limit under Listing Rule 7.1, effectively increasing the number of equity securities the Company can issue without Shareholder approval over the 12-month period following the date of issue of the Option Shares.

If Resolution 5 is not passed, the Option Shares will be included in calculating the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of equity securities that the Company can issue without Shareholder approval over the 12-month period following the date of issue of the Option Shares.

### **1.4 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 Resolution 5:

- (a) the Option Shares will be issued equally to the Vendors;
- (b) in accordance with paragraph 7.4 of ASX Guidance Note 21, the Company confirms that none of the recipients of the Option Shares will be related parties of the Company, members of the Company's Key Management Personnel, substantial holders of the Company, advisers of the Company or an associate of any of these parties. However, the Company confirms that each of the Vendors will be issued 4.8% of the issued capital of the Company (on the basis that 4,716,981 Option Shares are issued and there are 97,801,306 Shares on issue in the Company (including, the Option Shares));
- (c) the agreement to issue the Option Shares was entered into on 18 May 2022 and the Option Shares will be issued to the Vendors within three months of the date that Shareholder approval is obtained pursuant to this Resolution);
- (d) the maximum number of Option Shares to be issued is 4,716,981. The Option Shares issued will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares;

- (e) the deemed issue price of the Option Shares is \$0.0848 per Share, calculated based on a 30-day VWAP ending on the day immediately prior to the date of the Option Agreement. No cash consideration will be received by the Company as the Option Shares are being issued in part consideration for the grant of the exclusive option to the Company to acquire 100% of the issued capital of Mineral Business under the Option Agreement;
- (f) the purpose of the issue of the Option Shares is to satisfy the Company's obligations under the Option Agreement, the material terms of which are as set out in Schedule 1; and
- (g) the Option Shares are not being issued under, or to fund, a reverse takeover.

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## GLOSSARY

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**Addendum** means this addendum to the Notice of Meeting.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.

**Commencement Date** has the meaning given to it in Section 1.1 of this Notice.

**Execution Date** means the date of the Option Agreement.

**Mineral Business** means Mineral Business Development Pty Ltd (ACN 093 519 718).

**Option Agreement** means the agreement between the Company, Mineral Business Development Pty Ltd (ACN 093 519 718) and John Dennis Williams and Debbie Lynne Williams dated 18 May 2022.

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

## SCHEDULE 1 – OPTION AGREEMENT

On 18 May 2022, the Company entered into an option agreement with Mineral Business and the Vendors pursuant to which the Vendors have granted the Company an exclusive option to acquire 100% of the issued capital of Mineral Business (**Mineral Business Shares**) and all accrued rights attaching to or arising from the Mineral Business Shares (**Accrued Rights**) (**Option**) (**Option Agreement**). The material terms and conditions of the Option Agreement are summarised below.

<b>Grant of Option</b>	<p>In consideration for the payment of the option fee, being:</p> <ul style="list-style-type: none"><li>(a) \$275,000 in cash; and</li><li>(b) \$400,000 worth of Shares, with the number of Shares to be calculated based on the 30-day VWAP of the Shares ending on the day immediately prior to the date of execution of the Option Agreement (<b>Execution Date</b>),</li></ul> <p>(the <b>Option Fee</b>), the Vendors have agreed to grant the Company the Option for a one-year period from the Commencement Date (<b>Option Term</b>).</p> <p>The cash component of the Option Fee is payable by the Company to the Vendors within 5 Business Days of the Execution Date and the Share component is to be issued within 14 business days of the Commencement Date.</p>
<b>Extension of Option Term</b>	<ul style="list-style-type: none"><li>(a) Within 5 Business Days of the first anniversary of the Commencement Date, the Company may give notice to the Vendors that it elects to extend the Option Term by paying the further option fee, being, the higher value of the following:<ul style="list-style-type: none"><li>(i) \$225,000 in cash (to be paid to the Vendors within 5 Business Days of the Company electing to extend the Option Term); or</li><li>(ii) subject to Shareholder approval, 2,250,000 Shares, to be calculated based on the 30-day VWAP of the Shares ending on the day immediately prior to the date on which the Company elects to extend the Option (to be issued to the Vendors within 5 Business Days of the Company receiving Shareholder approval for the issue)</li></ul><p>(the <b>Further Option Fee</b>).</p><p>Where the Company is unable to obtain Shareholder approval for the issue of the Shares within 60 days of the Company electing to extend the Option Term, the value of the Shares to be issued will be paid in cash to the Vendors within 5 Business Days of the date that is 60 days after the Company elects to extend the Option Term.</p></li><li>(b) Within 5 Business Days of the second anniversary of the Commencement Date, the Company may give notice to the Vendors that it elects to extend the Option Term for a further period of one year by paying the final option fee, being, the higher value of the following:<ul style="list-style-type: none"><li>(i) \$225,000 in cash (to be paid to the Vendors within 5 Business Days of the Company electing to extend the Option Term); or</li><li>(ii) subject to Shareholder approval, 2,250,000 Shares to be calculated based on the 30-day VWAP of the Shares ending on the day immediately prior to the date on</li></ul></li></ul>

	<p>which the Company elects to extend the Option (to be issued to the Vendors within 5 Business Days of the Company receiving Shareholder approval for the issue), (the <b>Final Option Fee</b>).</p> <p>Where the Company is unable to obtain Shareholder approval for the issue of the Shares within 60 days of the Company electing to extend the Option Term, the value of the Shares to be issued to the Vendors will be paid in cash within 5 Business Days of the date that is 60 days after the Company elects to extend the Option Term.</p>
<b>Minimum Expenditure</b>	<p>During the Option Term, the Company will undertake or cause to be undertaken, exploration activities on the Tenements to ensure the following minimum expenditure commitments are satisfied:</p> <ul style="list-style-type: none"> <li>(a) no less than \$200,000 on direct drilling activities on the Tenements before the first anniversary of the Commencement Date;</li> <li>(b) no less than \$500,000 on direct drilling activities on the Tenements by the second anniversary of the Commencement Date; and</li> <li>(c) no less than \$1,000,000 on direct drilling activities on the Tenements by the third anniversary of the Commencement Date,</li> </ul> <p>(together, the <b>Minimum Expenditure</b>).</p>
<b>Exercise of Option</b>	<p>Subject to the Company paying the Option Fee, Further Option Fee and Final Option Fee and complying with the Minimum Expenditure, the Option is exercisable by the Company within 30 days of the expiry of the Option Term by the Company giving written notice to the Vendors.</p> <p>Upon exercise of the Option, the Company shall pay the purchase price to the Vendors, being, at the Company's election:</p> <ul style="list-style-type: none"> <li>(a) \$2,250,000 cash; or</li> <li>(b) subject to Shareholder approval, \$2,250,000 worth of Shares, calculated based on the 30-day VWAP of Shares ending on the day immediately prior to the Settlement Date (defined below); or</li> <li>(c) a combination of cash and subject to Shareholder approval, Shares to a total value of \$2,250,000,</li> </ul> <p>(together, the <b>Purchase Price</b>).</p>
<b>Expedited exercise of Option</b>	<p>The Company may, at any time after the first anniversary of the Commencement Date, elect to exercise the Option, provided that:</p> <ul style="list-style-type: none"> <li>(a) to the extent that the Further Option Fee and the Final Option Fee have not already been paid by the Company, these amounts will become immediately due and payable; and</li> <li>(b) the Company acknowledges and agrees that the Minimum Expenditure will remain ongoing in the event that the Option is exercised prior to the end of the Option Term.</li> </ul>
<b>Purchase of Company</b>	<ul style="list-style-type: none"> <li>(a) Upon the exercise of the Option, the Vendors agree to sell, and the Company agrees to acquire, the Mineral Business Shares together with the Accrued Rights free from encumbrances for the Purchase Price (the <b>Acquisition</b>).</li> <li>(b) Title to and risk in the Mineral Business Shares passes to the Purchaser on Settlement (defined below).</li> </ul>

	<p>(c) Within 10 Business Days of the date on which the Company notifies the Vendors that it wishes to exercise the Option the Purchaser must nominate the split in any cash and share component of the Purchase Price by giving written notice to the Vendors.</p>
<p><b>Conditions Precedent</b></p>	<p>Settlement of the Option Agreement (<b>Settlement</b>) is subject to and conditional on:</p> <p>(a) the Vendors and Company obtaining all necessary regulatory and shareholder approvals required to complete Settlement (including, for the avoidance of doubt, Shareholder approval for the issue of Shares as part or all of the Purchase Price (if the Company elects to satisfy the Purchase Price in Shares) under the Listing Rules);</p> <p>(b) the Company receiving confirmation from the ASX that the transaction constituted by the Option Agreement does not constitute a change in the nature and or scale of the Company's activities such that re-compliance is required under Chapters 1 and 2 of the Listing Rules;</p> <p>(c) the Company undertaking and being satisfied with its due diligence investigations in respect of Mineral Business and the Tenements (defined below); and</p> <p>(d) the application for exploration licences 63/2199 and 15/1801 (<b>Tenements</b>) being granted and Mineral Business becoming the registered holder of exploration licence 15/1801, (together, the <b>Conditions</b>).</p> <p>If the Conditions are not satisfied (or waived by the Company) by 5pm WST on the date which is 90 days from the date on which the Option is exercised by the Company, unless otherwise extended by the agreement of the Parties, either party may give notice terminating the Option Agreement.</p>
<p><b>Settlement</b></p>	<p>Settlement of the Acquisition shall take place at 10.00am WST on the date which is 5 Business Days after the satisfaction or waiver of the last of the Conditions (<b>Settlement Date</b>).</p> <p>At Settlement, the Vendors must confer on the Company title to the Shares and place the Company in effective possession and control of Mineral Business, and the Company must pay the Purchase Price to the Vendors.</p>
<p><b>Withdrawal</b></p>	<p>The Company may elect to withdraw from the Option Agreement by notice in writing to the Vendors at any stage following the first anniversary of the Commencement Date, provided that the Minimum Expenditure has been satisfied.</p>
<p><b>Consultancy Agreement</b></p>	<p>Promptly following the Execution Date, the Company and John Dennis Williams will negotiate in good faith with a view to agreeing the terms of a consultancy agreement for the provision of geological services by John Dennis Williams as a consultant to the Company in respect of the Tenements. The consultancy agreement will be on standard commercial rates.</p>

## Performance Payments

On and from the Execution Date, if a JORC compliant inferred gold resource is identified by the Company, or a related body corporate of the Company, on the Tenements, or any other tenements applied for by Mineral Business, the Company or another related body corporate of the Company after the Execution Date and are owned by Mineral Business, the Company or another related body corporate of the Company which are wholly or partly within a 10km radius in all directions from the external boundaries of the Tenements, the Company will make payments to the Vendors within 60 days of the date on which that resource is announced to the market (**Performance Payments**):

Gold Ounces	Performance Payment Amount
Less than or equal to 100,000	\$500,000
Between 100,001 and 249,999	\$500,000 plus \$5.00 per ounce for any ounces over 100,000
250,000	\$1,250,000
Between 250,001 and 499,999	\$1,250,000 plus \$5.00 per ounce for any ounces over 250,000
500,000 or above	\$2,500,000

The Performance Payments will be payable to the Vendors in cash, or subject to Shareholder approval, in the equivalent value of Shares calculated the 30-day VWAP of Shares ending on the date immediately before the date on which the Shares are to be issued, or a combination of Shares and cash.

If multiple JORC compliant inferred gold resources are delineated by the Company or a related body corporate, or a JORC compliant inferred gold resource is identified by the Company or a related body corporate and then up-graded, the Performance Payments will be payable on each separate resource and up-grade, up to a maximum cumulative Performance Payment value of \$2,500,000 for all resources identified.

## Royalty

On and from Settlement, the Company agrees to grant the Vendors a 2% net smelter return royalty on all minerals produced from the Tenements and any other tenements applied for after the Execution Date and owned by Mineral Business, Company or another related body corporate of the Company which are wholly or partly within a 10km radius in all directions from the external boundaries of the Tenements.

The royalty will be on terms substantially similar to the template royalty deed published by Energy & Resources Law Association and, for the avoidance of doubt, will include Mineral Business' consent to the Vendors lodging caveats against the Tenements to protect their right to receive the royalty and a right of first refusal granted to the Company or its related bodies corporate to acquire the royalty if it is to be sold by the Vendors.

The Option Agreement otherwise contains provisions considered standard for an agreement of its nature (including representations and warranties and confidentiality provisions).



AWJ  
MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

## Need assistance?

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

 **Online:**  
[www.investorcentre.com/contact](http://www.investorcentre.com/contact)



## YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **11:00am (AEST) on Wednesday, 25 May 2022.**

# Proxy Form

## How to Vote on Items of Business

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

### APPOINTMENT OF PROXY

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

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

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

**A proxy need not be a securityholder of the Company.**

## SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

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

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

## PARTICIPATING IN THE MEETING

### Corporate Representative

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

## Lodge your Proxy Form:

**XX**

### Online:

Lodge your vote online at [www.investorvote.com.au](http://www.investorvote.com.au) using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is



**Control Number: 999999**  
**SRN/HIN: I9999999999**  
**PIN: 99999**

For Intermediary Online subscribers (custodians) go to [www.intermediaryonline.com](http://www.intermediaryonline.com)

### By Mail:

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

### By Fax:

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



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

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

MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

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



I 9999999999

I ND

# Proxy Form

Please mark  to indicate your directions

## Step 1 Appoint a Proxy to Vote on Your Behalf

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I/We being a member/s of Auric Mining Limited hereby appoint

the Chairman of the Meeting **OR**

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of Auric Mining Limited to be held as a virtual meeting on Friday, 27 May 2022 at 11:00am (AEST) and at any adjournment or postponement of that meeting.

**Chairman authorised to exercise undirected proxies on remuneration related resolutions:** Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolutions 1 and 4 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 1 and 4 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

**Important Note:** If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolutions 1 and 4 by marking the appropriate box in step 2.

## Step 2 Items of Business

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

	For	Against	Abstain
Resolution 1 Adoption of Remuneration Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2 Re-election of John Utley as a Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3 Approval of 7.1A Mandate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4 Adoption of Employee Securities Incentive Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 5 Ratification of Agreement to Issue Shares under Option Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

Individual or Securityholder 1  Securityholder 2  Securityholder 3  / /  
Sole Director & Sole Company Secretary Director Director/Company Secretary Date

**Update your communication details** (Optional)

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

