Great Dirt Resources Ltd
ACN 670 840 301

Notice of General Meeting

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

Time and date: 12:00pm (AWST) on Tuesday, 12 May 2026

Location: Level 2, 8 Richardson Street, West Perth WA 6005

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

Should you wish to discuss any matter, please do not hesitate to contact the Company at info@greatdirt.com.au or by telephone on 08 6370 3123.

Shareholders are urged to vote by lodging the Proxy Form.

Great Dirt Resources Ltd
ACN 670 840 301
(Company)

Notice of General Meeting

Notice is hereby given that a General Meeting of Shareholders of Great Dirt Resources Ltd (**Company**) will be held at Level 2, 8 Richardson Street, West Perth WA 6005 on Tuesday, 12 May 2026 at 12:00pm (AWST) (**Meeting**).

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

The Directors have determined pursuant to regulation 7.11.37 of the *Corporations Regulations 2001* (Cth) that the persons eligible to vote at the Meeting are those who are registered as Shareholders on Sunday, 10 May 2026 at 12:00pm (AWST).

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

1. Agenda

Resolution 1 – Ratification of issue of Placement Shares

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

'*That, pursuant to and in accordance with Listing Rule 7.4 and for all other purposes, Shareholders ratify the issue of:*

(a) *5,590,833 Placement Shares under Listing Rule 7.1; and*

(b) *3,742,500 Placement Shares under Listing Rule 7.1A,*

on the terms and conditions in the Explanatory Memorandum.'

Resolution 2 – Approval to issue Consultant Performance Rights

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

'*That, pursuant to and in accordance with Listing Rule 7.1 and for all other purposes, Shareholders approve the issue of up to 21,230,738 Consultant Performance Rights under the Plan to the Consultants (or their respective nominee/s) on the terms and conditions in the Explanatory Memorandum.'*

Resolution 3 – Approval to issue Director Performance Rights

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

'*That, pursuant to and in accordance with Listing Rule 10.14, sections 195(4) and 208 of the Corporations Act and for all other purposes, Shareholders approve the issue of:*

(a) *up to 1,000,000 Director Performance Rights to Martin Helean;*

(b) *up to 500,000 Director Performance Rights to Jeremy Whybrow; and*

(c) *up to 1,000,000 Director Performance Rights to Tim Laneyrie,* *(or their respective nominee/s) under the Plan, on the terms and conditions in the Explanatory Memorandum.*'

2. Voting exclusion

Pursuant to the Listing Rules, the Company will disregard any votes cast in favour of the relevant Resolution by or on behalf of the following persons:

Resolution	**Disregard any votes cast in favour:**
Resolution 1(a) and Resolution 1(b)	by or on behalf of any person who participated in the issue of the Placement Shares, or any of their respective associates or their nominees.
Resolution 2	by or on behalf of the Consultants (or their respective nominee/s) and any other person who will obtain a material benefit as a result of the proposed issue of the Consultant Performance Rights (except a benefit solely by reason of being a Shareholder), or any of their respective associates.
Resolution 3(a)	by or on behalf of Martin Helean (or his nominee/s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.
Resolution 3(b)	by or on behalf of Jeremy Whybrow (or his nominee/s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.
Resolution 3(c)	by or on behalf of Tim Laneyrie (or their nominee/s), and any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, or any of their respective associates.

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

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

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

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

3. Voting prohibitions

If you purport to cast a vote other than as permitted below, that vote will be disregarded by the Company (as indicated below), and you may be liable for breaching the voting restrictions that apply to you under the Corporations Act:

Resolution	Disregard any votes cast in favour by or on behalf of:
Resolution 3(a) to (c) (inclusive)	In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote on the basis of that appointment on this Resolution if: (a) the proxy is either a member of the Key Management Personnel or a Closely Related Party of such member; and (b) the appointment does not specify the way the proxy is to vote on this Resolution. However, the above prohibition does not apply if: (a) the proxy is the Chair; and (b) 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. Further, in accordance with section 224 of the Corporations Act, a vote on this Resolution must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party. However, the above prohibition does not apply if: (a) it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the Resolution; and (b) it is not cast on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party. **Please note**: If the Chair is a person referred to in the section 224 Corporations Act voting prohibition statement above, the Chair will only be able to cast a vote as proxy for a person who is entitled to vote if the Chair is appointed as proxy in writing and the Proxy Form specifies how the proxy is to vote on the relevant Resolution.

BY ORDER OF THE BOARD

NFleming

Nicolle Fleming
Company Secretary
Great Dirt Resources Ltd

Dated: 1 April 2026

Great Dirt Resources Ltd
ACN 670 840 301
(Company)

Explanatory Memorandum

1. Introduction

The Explanatory Memorandum has been prepared for the information of Shareholders in connection with the business to be conducted at the Meeting to be held at Level 2, 8 Richardson Street, West Perth WA 6005 on Tuesday, 12 May 2026 at 12:00pm (AWST).

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

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

Section 2	Action to be taken by Shareholders
Section 3	Resolution 1 – Ratification of issue of Placement Shares
Section 4	Resolution 2 – Approval to issue Consultant Performance Rights
Section 5	Resolution 3 – Approval to issue Director Performance Rights
Schedule 1	Definitions
Schedule 2	Terms and conditions of Consultant Performance Rights
Schedule 3	Summary of material terms of Plan
Schedule 4	Terms and conditions of Director Performance Rights
Schedule 5	Valuation of the Director Performance Rights

A Proxy Form is made available with this Notice.

2. Action to be taken by Shareholders

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

2.1 Voting in person

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

2.2 Voting by a corporation

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

2.3 Voting by proxy

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

Please note that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Your proxy voting instruction must be received by 12:00pm (AWST) on Sunday, 10 May 2026, being not later than 48 hours before the commencement of the Meeting.

2.4 Chair's voting intentions

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

If the Chair is your proxy, either by appointment or by default, and you have not indicated your voting intention, you expressly authorise the Chair to exercise the proxy in respect of Resolution 3(a) to (c) (inclusive) even though these Resolutions are connected directly or indirectly with the remuneration of the Company's Key Management Personnel.

If the Chair is a person referred to in the voting prohibition statement applicable to a Resolution (under section 224 of the Corporations Act), the Chair will only be able to cast a vote as proxy for you on the relevant Resolution if you are entitled to vote and have specified your voting intention in the Proxy Form.

In exceptional circumstances, the Chair of the Meeting may change their voting intention on any Resolution, in which case an ASX announcement will be made.

2.5 Submitting questions

Shareholders may submit questions in advance of the Meeting to the Company. Questions must be submitted by emailing the Company at info@greatdirt.com.au by no later than five business days before the Meeting.

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

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

3. Resolution 1 – Ratification of issue of Placement Shares

3.1 General

On 11 February 2026, the Company announced that it had received firm commitments for a placement to raise approximately $1.45 million (before costs) through the issue of Shares at an issue price of $0.155 each (**Placement**).

On 19 February 2026, the Company issued a total of 9,333,333 Shares (**Placement Shares**) pursuant to the Placement without prior Shareholder approval using the Company's available placement capacity under Listing Rules 7.1 and 7.1A.

The Company engaged Westar Capital Limited to act as lead manager and sole bookrunner to the Placement (**Lead Manager**).

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

3.2 Listing Rules 7.1, 7.1A and 7.4

Broadly speaking, Listing Rule 7.1 limits the ability of a listed entity from issuing or agreeing to issue Equity Securities over a 12-month period which exceeds 15% of the number of fully paid ordinary Shares it had on issue at the start of the 12-month 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 the 15% limit under Listing Rule 7.1 by an additional 10% to 25%. The Company obtained this approval at its 2025 annual general meeting held on 15 October 2025.

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

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

The effect of Shareholders passing Resolution 1(a) and Resolution 1(b) will be to allow the Company to retain the flexibility to issue Equity Securities in the future up to the 15% placement capacity set out in Listing Rule 7.1 and the 10% additional placement capacity set out in Listing Rule 7.1A, without the requirement to obtain prior Shareholder approval.

If Resolution 1(a) is passed, 5,590,833 Placement Shares will be excluded in calculating the Company's 15% limit in Listing Rule 7.1, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 1(a) is not passed, 5,590,833 Placement Shares will continue to be included in the Company's 15% limit under Listing Rule 7.1, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 5,590,833 Equity Securities for the 12-month period following the issue of those Placement Shares.

If Resolution 1(b) is passed, 3,742,500 Placement Shares will be excluded in calculating the Company's 10% limit in Listing Rule 7.1A, effectively increasing the number of Equity Securities it can issue without Shareholder approval over the 12-month period following the issue date.

If Resolution 1(b) is not passed, 3,742,500 Placement Shares will continue to be included in the Company's 10% limit under Listing Rule 7.1A, effectively decreasing the number of Equity Securities the Company can issue or agree to issue without obtaining prior Shareholder approval, to the extent of 3,742,500 Equity Securities for the 12-month period following the issue of those Placement Shares.

The Company confirms that Listing Rules 7.1 and 7.1A were not breached at the time the Placement Shares were agreed to be issued.

3.3 Specific information required by Listing Rule 7.5

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

(a) The Placement Shares were issued to a range of professional and institutional investors, none of whom are a related party or, other than as detailed below, a Material Investor of the Company. The participants in the Placement were identified through a bookbuild process, which involved the Lead Manager seeking expressions of interest to participate in the Placement from existing contacts of the Company and Lead Manager.

    The Company advises that:

    (i) Mr Stephen Parsons, an advisor to the Company, was issued 2,240,000 Placement Shares;

    (ii) Mr Michael Naylor, an advisor to the Company, was issued 2,240,000 Placement Shares; and

    (iii) Byron Schammer, a substantial shareholder, was issued 1,156,752 Placement Shares,

    which, in each case, comprised more than 1% of the Company's issued capital at the time of the agreement to issue the Placement Shares. Accordingly, each of the abovenamed subscribers for Placement Shares is considered to be a Material Investor in accordance with paragraph 7.4 of ASX Guidance Note 21.

(b) On 19 February 2026, the Company issued the Placement Shares using the Company's available placement capacity in the following proportions:

    (i) 5,590,833 Placement Shares issued under Listing Rule 7.1; and

    (ii) 3,742,500 Placement Shares issued under Listing Rule 7.1A.

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

(d) The Placement Shares were issued at $0.155 each.

(e) The proceeds from the issue of the Placement Shares have been and will continue to be used towards:

    (i) work at the Company's existing projects;

    (ii) identifying and assessing new complementary project opportunities; and

(iii) working capital purposes.

(f) There are no other material terms to the issue of the Placement Shares.

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

3.4 Additional information

Resolution 1(a) and Resolution 1(b) are each separate ordinary resolutions.

The Board recommends that Shareholders vote in favour of Resolution 1(a) and Resolution 1(b).

4. Resolution 2 – Approval to issue Consultant Performance Rights

4.1 General

On 11 February 2026, the Company announced that it had appointed highly experienced resource executives Steve Parsons and Michael Naylor (**Consultants**) as consultants as part of the Company's strategy to drive growth through exploration and acquisition.

A summary of the material terms of the engagement of the Consultants is included in Section 4.2 (**Consultancy Agreements**).

The Company is proposing, subject to obtaining Shareholder approval, to issue up to 21,230,738 Performance Rights (**Consultant Performance Rights**) pursuant to the Plan to the Consultants (or their respective nominee/s) in the following proportions:

(a) up to 12,144,786 Consultant Performance Rights to Stephen Parsons (or his nominee/s); and

(b) up to 9,085,952 Consultant Performance Rights to Michael Naylor (or his nominee/s).

Resolution 2 seeks the approval of Shareholders pursuant to Listing Rule 7.1 to approve the issue of the Consultant Performance Rights.

4.2 Summary of material terms of Consultancy Agreements

The key terms of the Consultancy Agreements are as follows:

(a) **Term**: Ongoing unless terminated by either party giving 3 months written notice.

(b) **Consideration**: $5,000 per month (plus GST) and the Consultant Performance Rights subject to Shareholder approval (the subject of this Resolution 2).

(c) **Scope of services**: The Consultants will provide management consulting services, including:

(i) providing advice on corporate activities which includes assistance with corporate strategy, review potential project acquisitions and introduction to investors both domestically and offshore;

(ii) assisting in marketing strategy and input into presentations; and

(iii) attendance on an observer basis as requested at board meetings or other items as directed from the chairman or the Board.

The Consultancy Agreements contain various other provisions which are considered customary for an agreement of its nature.

4.3 Listing Rule 7.1

A summary of Listing Rule 7.1 is set out in Section 3.2 above.

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

If Resolution 2 is passed, the Company will be able to proceed with the issue of the Consultant Performance Rights.

If Resolution 2 is not passed, the Company will not be able to proceed with the issue of the Consultant Performance Rights to the Consultants (or their respective nominee/s) and the Company may consider alternative commercial means to incentivise the Consultants, including by the payment of cash, subject to the requirements of the Constitution, Corporations Act and Listing Rules.

4.4 Specific information required by Listing Rule 7.3

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

(a) The Consultant Performance Rights will be issued to the Consultants (or their respective nominee/s), none of whom is a related party of the Company.

The Consultants are considered to be Material Investors in accordance with paragraph 7.2 of ASX Guidance Note 21 on the basis that they will each be issued Consultant Performance Rights which comprises more than 1% of the Company's current issued capital.

(b) A maximum of 21,230,738 Consultant Performance Rights will be issued.

(c) The Consultant Performance Rights will be subject to the terms and conditions in Schedule 2.

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

(e) The Consultant Performance Rights will be issued for nil cash consideration and as an incentive component for their engagement as consultants to the Company.

(f) A summary of the material terms of the Plan is in Schedule 3. A summary of the material terms of the engagement of the Consultants is included in Section 4.2.

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

4.5 Additional information

Resolution 2 is an ordinary resolution.

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

5. Resolution 3 – Approval to issue Director Performance Rights

5.1 General

The Company is proposing, subject to obtaining Shareholder approval pursuant to Listing Rule 10.14 and section 208 of the Corporations Act, to issue up to 2,500,000 Performance Rights (**Director Performance Rights**) to the following Directors (and/or their respective nominee/s) under the Plan, as follows:

(a) up to 1,000,000 Director Performance Rights to Martin Helean;

(b) up to 500,000 Director Performance Rights to Jeremy Whybrow; and

(c) up to 1,000,000 Director Performance Rights to Tim Laneyrie.

The Company is in an important stage of development with significant opportunities and challenges in both the near and long-term, and the proposed issue of the Director Performance Rights seeks to align the efforts of Messrs Helean, Whybrow and Laneyrie in seeking to achieve growth of the Share price and in the creation of Shareholder value. In addition, the Board also believes that incentivising with Director Performance Rights is a prudent means of conserving the Company's available cash reserves. The Board believes it is important to offer these Director Performance Rights to continue to attract and maintain highly experienced and qualified Board members in a competitive market.

Resolution 3(a) to (c) (inclusive) seek Shareholder approval pursuant to Listing Rule 10.14 and section 208 of the Corporations Act for the issue of the Director Performance Rights to Messrs Helean, Whybrow and Laneyrie (or their respective nominee/s) under the Plan.

5.2 Listing Rule 10.14

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

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

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

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

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

The effect of Shareholders passing Resolution 3(a) to (c) (inclusive) will be to allow the Company to issue the relevant Director Performance Rights to each of Messrs Helean, Whybrow and Laneyrie (or their respective nominee/s).

Resolution 3(a) to (c) (inclusive) are not inter-conditional and Shareholders may approve one or more of these Resolutions (in which case, the Director Performance Rights the subject of the relevant Resolution(s) will be issued), even though Shareholders have not approved all of these Resolutions.

5.3 Specific information required by Listing Rule 10.15

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

(a) The Director Performance Rights will be issued under the Plan to Messrs Helean, Whybrow and Laneyrie (or their respective nominee/s).

(b) Messrs Helean, Whybrow and Laneyrie fall into the category stipulated by Listing Rule 10.14.1 by virtue of being Directors of the Company. In the event the Director Performance Rights are issued to a nominee of the Directors, that person will fall into the category stipulated by Listing Rule 10.14.2.

(c) The maximum number of Director Performance Rights to be issued is 2,500,000, in the proportions set out in Section 5.1 above.

(d) The current total remuneration package for Messrs Helean, Whybrow and Laneyrie is set out in the table below:

Director	Salary, fees and leave	Superannuation	Equity-based remuneration	Total
Martin Helean	$67,200	Nil	Nil	**$67,200**
Jeremy Whybrow	$75,000	Nil	Nil	**$75,000**
Tim Laneyrie[1]	$95,000	$11,400	Nil	**$106,400**

Note 1: Tim Laneyrie was appointed as a Director of the Company on 18 March 2026.

(e) No Equity Securities have previously been issued under the Plan to the Directors (or their respective nominee/s) since the Plan was last approved on 15 October 2025.

(f) A summary of the material terms of the Plan is in Schedule 3.

(g) The Director Performance Rights will be issued on the terms and conditions in Schedule 4.

(h) The Board considers that Director Performance Rights, rather than Shares or cash are an appropriate form of incentive because:

(i) the Director Performance Rights seek to align the interests of the Directors with those of Shareholders with the aim of increasing shareholder value;

(ii) the Director Performance Rights seek to provide the Directors with incentives to focus on performance with the aim of creating shareholder value;

(iii) the Director Performance Rights are a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Directors; and

(iv) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in granting the Director Performance Rights upon the terms proposed.

(i) A valuation of the Director Performance Rights is set out in Schedule 5 and summarised below:

Director	Director Performance Rights	Value
Martin Helean	1,000,000	$224,400

Jeremy Whybrow	500,000	$112,200
Tim Laneyrie	1,000,000	$224,400
Total	**2,500,000**	**$561,000**

(j) The Director Performance Rights will be issued to Messrs Helean, Whybrow and Laneyrie (or their respective nominee/s) as soon as practicable following the Meeting and, in any event, not later than 3 years after the date of the Meeting.

(k) The Director Performance Rights will be issued for nil cash consideration and will be provided as an incentive component to each of Messrs Helean, Whybrow and Laneyrie respective remuneration packages.

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

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

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

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

5.4 Section 195 of the Corporations Act

Section 195(1) of the Corporations Act prohibits a director of a public company who has a material personal interest in a matter that is being considered at a meeting of directors from being present while the matter is being considered at the meeting or voting on a matter. If there is not a quorum of directors who are eligible to vote on a matter because of the operation of section 195(1) of the Corporations Act, one or more directors may call a general meeting, and the general meeting may deal with the matter.

All of the Company's Directors have a personal interest in the outcome of Resolution 3(a) to (c) (inclusive) and the Company's Directors have exercised their right under section 195(4) of the Corporations Act to put the issue of the Director Performance Rights to Shareholders to resolve.

5.5 Chapter 2E of the Corporations Act

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

(a) Obtain Shareholder approval in the manner set out in sections 217 to 227 of the Corporations Act; 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 proposed issue of the Directors Performance Rights constitutes giving a financial benefit to related parties of the Company.

Given the personal interests of Messrs Helean, Whybrow and Laneyrie in the outcome of these Resolutions, the Board is seeking Shareholder approval pursuant to Chapter 2E of the Corporations Act in respect of the issue of the Director Performance Rights. Notwithstanding the issue of the Director Performance Rights is considered by the Board as reasonable remuneration and therefore falls within the exception stipulated by Section 211 of the Corporations Act, the Board considered that there may be potential conflicts of interest should Shareholder approval not be sought.

5.6 Information required under Chapter 2E of the Corporations Act

(a) **Identity of the related parties to whom Resolution 3(a) to (c) (inclusive) permit financial benefits to be given**

Refer to Section 5.1 above.

(b) **Nature of the financial benefit**

Resolution 3(a) to (c) (inclusive) seeks Shareholder approval to allow the Company to issue the Director Performance Rights in the amounts specified in Section 5.1 to Messrs Helean, Whybrow and Laneyrie (or their respective nominee/s).

The Director Performance Rights are to be issued in accordance with the Plan and otherwise on the terms and conditions as detailed in Schedule 4.

The Shares to be issued upon conversion of the Director Performance Rights will be fully paid and otherwise rank equally in all respects with the Company's existing Shares. The Company will apply for official quotation of the Shares on ASX.

(c) **Board recommendation**

Given the personal interests of all Directors in the outcome of Resolution 3(a) to (c) (inclusive), the Board declines to make a recommendation to Shareholders.

(d) **Valuation of financial benefit**

Refer to Section 5.3(i) above.

(e) **Remuneration of the Directors**

Refer to Section 5.3(d) above.

(f) **Existing relevant interests of the Directors**

At the date of this Notice, Messrs Helean, Whybrow and Laneyrie hold the following relevant interests in Equity Securities of the Company:

Director	Shares	Options
Martin Helean	1,140,000	2,630,469
Jeremy Whybrow	1,422,000	2,781,106
Tim Laneyrie	Nil	Nil

Assuming that Resolution 3(a) to (c) (inclusive) are approved by Shareholders, all of the Director Performance Rights are issued, vested and exercised into Shares, and no other Equity Securities are issued or exercised (including any existing Options held by the Directors as at the date of this Notice), the interests of Messrs Helean, Whybrow and Laneyrie in the Company would (based on the share capital as at the date of this Notice) represent approximately 4.27%, 3.83% and 1.99% of the Company's issued capital, respectively.

(g) **Dilution**

The issue of the Director Performance Rights will have a diluting effect on the percentage interest of existing Shareholders' holdings if the Director Performance Rights vest and are exercised. The potential dilution if all Director Performance Rights vest and are exercised into Shares is 4.99%. This figure assumes the current Share capital structure as at the date of this Notice and that no Shares are issued other than the Shares issued on exercise of the Director Performance Rights.

The exercise of all of the Director Performance Rights will result in a total dilution of all other Shareholders' holdings of 3.17% on a fully diluted basis (assuming that all other Options and Performance Rights are exercised). The actual dilution will depend on the extent that additional Shares are issued by the Company.

(h) **Trading history**

The highest and lowest closing market sale prices of the Shares on ASX during the 12 months prior to the date of this Notice were:

Highest: $0.71 per Share on 10 March 2026

Lowest: $0.097 per Share on 17 June 2025

The latest available closing market sale price of the Shares on ASX prior to the date of this Notice was $0.64 per Share on 19 March 2026.

(i) **Corporate governance**

Tim Laneyrie is an Executive Director of the Company. Therefore the Board (other than Mr Laneyrie) believe that the grant of those Director Performance Rights to Mr Laneyrie with performance-based milestones is in line with Recommendation 8.2 of the 4th Edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (**Recommendations**).

The Board acknowledges that the proposed grant of the Director Performance Rights to Mr Helean and Mr Whybrow is contrary to the guidelines in Box 8.2 of the Recommendations, which provides that non-executive directors should not receive performance-based remuneration as it may lead to bias in their decision-making and compromise their objectivity. However, it is considered reasonable in the circumstances to offer these Director Performance Rights to Mr Helean and Mr Whybrow for the reasons provided in Sections 5.1 and 5.3(h). The Board considers that the grant of these Director Performance Rights does not affect the independence of Mr Helean and Mr Whybrow as there are no individual performance-based milestones attaching to the Director Performance Rights.

(j) **Taxation consequences**

There are no taxation consequences for the Company arising from the issue of the Director Performance Rights (including fringe benefits tax).

(k) **Other information**

The Board is not aware of any other information that would be reasonably required by Shareholders to allow them to make a decision whether it is in the best interests of the Company to pass Resolution 3(a) to (c) (inclusive).

5.7 Additional information

Resolution 3(a) to (c) (inclusive) are each separate ordinary resolutions.

Schedule 1 Definitions

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

$ or A$	means Australian Dollars.
ASX	means the ASX Limited (ABN 98 008 624 691) and, where the context permits, the Australian Securities Exchange operated by ASX Limited.
Board	means the board of Directors.
Chair	means the person appointed to chair the Meeting of the Company convened by the Notice.
Closely Related Party	means: (a) a spouse or child of the member; or (b) has the meaning given in section 9 of the Corporations Act.
Company	means Great Dirt Resources Ltd (ACN 670 840 301).
Constitution	means the constitution of the Company as at the date of the Meeting.
Consultants	means, collectively, Messrs Stephen Parsons and Michael Naylor.
Consultant Performance Rights	has the meaning given in Section 4.1.
Corporations Act	means the *Corporations Act 2001* (Cth), as amended.
Director	means a director of the Company.
Director Performance Rights	has the meaning given in Section 5.1.
Equity Security	has the same meaning as in the Listing Rules.
Explanatory Memorandum	means the explanatory memorandum which forms part of the Notice.
Key Management Personnel	has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any Director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.
Lead Manager	means Westar Capital Limited (ACN 009 372 838).
Listing Rules	means the listing rules of ASX.
Material Investor	means, in relation to the Company: (a) a related party; (b) Key Management Personnel; (c) a substantial Shareholder; (d) an advisor; or

	(e) an associate of the above, who received or will receive Securities in the Company which constitute more than 1% of the Company's issued capital.
Meeting	has the meaning given in the introductory paragraph of the Notice.
Notice	means this notice of general meeting.
Option	means an option to acquire a Share.
Performance Right	means a right, subject to certain terms and conditions, to acquire a Share on the satisfaction (or waiver) of certain performance conditions.
Placement	has the meaning given in Section 3.1.
Placement Shares	has the meaning given in Section 3.1.
Plan	means the Company's Employee Securities Incentive Plan, a summary of which is in Schedule 3.
Proxy Form	means the proxy form made available with the Notice.
Resolution	means a resolution referred to in the Notice.
Schedule	means a schedule to the Notice.
Section	means a section of the Explanatory Memorandum.
Securities	means any Equity Securities of the Company (including Shares, Options and/or Performance Rights).
Share	means a fully paid ordinary share in the capital of the Company.
Shareholder	means the holder of a Share.
WST or AWST	means Western Standard Time, being the time in Perth, Western Australia.

Schedule 2 Terms and conditions of Consultant Performance Rights

A summary of the terms and conditions of the Consultant Performance Rights (referred to as "**Performance Rights**" in this Schedule) is below:

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

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

3. (**Vesting Condition**): Subject to the terms and conditions set out below, the Performance Rights will be subject to the following vesting condition (the **Vesting Condition**):

Number of Performance Rights	Vesting Condition	Expiry Date
21,230,738	The Company's Shares achieving a 20-Day VWAP of $0.35 or greater.	3 years from the date of issue

Where:

*"**20-Day VWAP**" means the volume weighted average market price of the Company's Shares calculated over 20 consecutive trading days in which Shares have actually traded on the ASX following the date of issue of the Performance Rights.*

4. (**Vesting**): Subject to the satisfaction of the Vesting Condition, the Company will notify the holder in writing (**Vesting Notice**) within 10 business days of becoming aware that the Vesting Condition has been satisfied.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5.00pm (AWST) on the date which is 3 years after the date of issue of the Performance Rights, or as otherwise provided for under the terms of the Plan (**Expiry Date**).

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

7. (**Equity or Cash Settlement**):

   (a) Upon receipt of a valid Notice of Exercise, the Board will have the discretion to determine whether the Company will, with respect to each vested Performance Right being exercised:

      (i) issue one Share to the holder (**Equity Settled** or **Equity Settlement**); or

      (ii) pay a cash amount to the holder equivalent to the value of a Share as at the date of the Notice of Exercise, in accordance with the calculation in paragraph 8 (**Cash Settled** or **Cash Settlement**).

(b) If the Equity Settlement of a Performance Right would result in any person being in breach of section 606(1) of the Corporations Act, that Performance Right must be Cash Settled.

8. (**Cash Settlement**):

(a) Where Performance Rights are to be Cash Settled, the cash payment to be made to the holder will be equal to the aggregate Market Value of the Shares which would otherwise have been issued to the holder if the Performance Rights had been Equity Settled.

(b) That amount will be paid in cash to or on behalf of the holder less any tax required to be withheld and inclusive of any applicable superannuation contribution required to meet the minimum amount required to be contributed by the Company or its related bodies corporate (together, **Group**) under applicable law to avoid the imposition of a superannuation guarantee charge (**Super Amount**). Any superannuation contributions deducted from all or part of any cash payment will be paid into an eligible fund of the holder, or the default fund of the relevant Group entity where the holder has not nominated an eligible fund.

For the purposes of this clause 8:

"Market Value" *means the daily volume weighted average price per Share traded on the ASX over the five trading days immediately preceding but excluding the date the Notice of Exercise is provided to the Company.*

9. (**Equity Settlement**) Where Performance Rights are to be Equity Settled, the Company may, at the election of the Board:

(a) require the holder to reimburse the Company for any tax which the Group is required to withhold or any Super Amount which the Group is required to withhold;

(b) Cash Settle that number of Performance Rights required to provide the funds required to be withheld on account of tax or a Super Amount;

(c) sell on behalf of the holder that number of Shares required to provide the funds required to be withheld on account of tax or a Super Amount which would otherwise have been issued to the holder on the exercise of the Performance Rights if the Performance Rights had been Equity Settled; or

(d) raise the amount required to be withheld on account of tax or a Super Amount through any combination of the methods in clauses 9(a) to (c) (inclusive).

10. (**Issue of Shares**): As soon as practicable after the valid exercise of a vested Performance Right, the Company will:

(a) in respect of Performance Rights which are to be Equity Settled:

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

(ii) if required, and subject to paragraph 11, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act; and

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

(b) in respect of Performance Rights which are to be Cash Settled, make the cash payment on or on behalf of the holder as calculated in accordance with clause 8; and

(c) issue a substitute certificate for any remaining unexercised Performance Rights held by the holder.

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

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

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

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

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

16. (**Change of Control**): Upon the occurrence of a Change of Control Event (defined below), all unvested Performance Rights will automatically vest and be exercised into Shares. A "Change of Control Event" means, in respect of the Company:

(a) any person, either alone or together with any associates, who did not have a relevant interest in more than 50% of the issued Shares, acquires a relevant interest in more than 50% of the issued Shares other than for the purposes of a bona fide restructure or reconstruction of the Company or the securities of the Company;

(b) a takeover bid under Chapter 6 of the Corporations Act:

(i) is made to acquire more than fifty per cent (50%) of the issued Shares of the Company (or such lesser number of Shares that when combined with the Shares that the bidder (together with its associates) already owns will amount to more than 50% of the issued Shares of the Company); and

(ii) becomes unconditional; and

(iii) the bidder (together with its associates) has a relevant interest in more than 50% of the issued Shares of the Company;

(c) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), pursuant to which all Company securities are to be either cancelled or transferred to a third party, and a court of competent jurisdiction, by order, approves the proposed scheme of arrangement,

but, to avoid doubt, does not include any internal reorganisation of the structure, business, assets or securities of the Company.

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

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

19. (**Entitlements and bonus issues**): Subject to the rights under paragraph 20, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

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

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

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

23. (**Takeovers prohibition**):

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

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

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

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

26. (**Plan**): The Performance Rights are issued pursuant to and are subject to the Company's Employee Securities Incentive Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.

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

28. (**Shareholder approval**): The issue of the Performance Rights is conditional on the prior receipt of shareholder approval.

Schedule 3 Summary of material terms of Plan

The following is a summary of the material terms and conditions of the Plan:

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

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

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

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

2. (**Eligibility to Participate**): An Eligible Participant means a person that:

    (a) is a “primary participant” (as defined in section 1100L(1)(a) Corporations Act or any amendment or replacement thereof) in relation to the Company or a Related Body Corporate; and

    (b) has been determined by the Board to be eligible to participate in the Plan from time to time.

3. (**Permitted Nominees**):

    (a) A “Permitted Nominee” is defined as a related person of an Eligible Participant or a trustee(s) of a trust set up solely for the benefit of the Eligible Participant and/or a related person.

    (b) If an Eligible Participant is permitted in the Offer, they may, by written notice to the Board, nominate a Permitted Nominee in whose favour the Eligible Participant wishes to renounce the Offer.

4. (**Administration of Plan**): The Plan will be administered by the Board. The Board may exercise any power or discretion conferred on it by the Plan rules in its absolute discretion. The Board may delegate its powers and discretion.

5. (**Offer of Awards**): The Board may from time to time determine that an Eligible Participant may participate in the Plan and make an offer to that Eligible Participant to apply for Awards.

6. (**Applications for Awards**):

    (a) An Eligible Participant who wishes to apply to participate in the Plan in response to an Offer must provide a completed application form to the Company.

    (b) The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the Offer, the Eligible Participant may, by notice in writing to the Board, nominate a party in whose favour the Eligible Participant wishes to renounce the invitation in order for that nominee to be granted the Awards the subject of the Offer.

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

8. (**Terms of Awards**): Each Award represents a right to acquire one or more Shares (for example, under an option or performance right), subject to the terms and conditions of the Plan. Prior to an Award being exercised, a Participant does not have any interest (legal, equitable or otherwise) in any Share the subject of the Award by virtue of holding the Award.

9. (**Vesting of Awards**):

   (a) Any vesting conditions applicable to the grant of Awards will be described in the Offer. If all the vesting conditions are satisfied or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Awards have vested.

   (b) Unless and until the vesting notice is issued by the Company, the Awards will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to an Award are not satisfied or otherwise waived by the Board, that Award will lapse.

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

11. (**Exercise of Awards**):

   (a) In the case of an Award which is an Option, to exercise an Award, the Participant must deliver a signed notice of exercise and, subject to a cashless exercise of Awards (see below), pay the exercise price (if any) to or as directed by the Company, at any time prior to the earlier of any date specified in the vesting notice and the expiry date as set out in the invitation.

   (b) In the case of an Award which is a Performance Right, following the issue of a Vesting Notice, a vested Performance Right will automatically be exercised within the period specified by the Board in the relevant Offer.

   (c) A Participant may, subject to section 11(e) below, request to pay the exercise price for the number of Awards specified in a notice of exercise by setting off the exercise price against the number of Shares which they are entitled to receive upon exercise (**Cashless Exercise Facility**). By using the Cashless Exercise Facility, the holder will receive Shares to the value of the surplus after the Exercise Price has been set off. Any such request must be expressly made by the Participant in the notice of exercise. The Board may approve or refuse the request in its absolute discretion.

   (d) If a Participant elects to use the Cashless Exercise Facility, the holder will only be issued that number of Shares (rounded down to the nearest whole number) as are equal in value to the difference between the total exercise price otherwise payable for the Awards on the Awards being exercised and the then market value of Shares at the time of exercise (determined as the volume weighted average of the prices at which Shares were traded on the ASX during the 5 trading-day period immediately preceding the exercise date) calculated in accordance with the following formula:

   S = A x (MSP – EP) / MSP

   S is the number of Shares to be issued on exercise of the Awards;

   A is the number of Awards;

MSP is the market value of Shares (calculated using the volume weighted average price (as that term is defined in the Listing Rules) at which Shares were traded on the ASX during the 5 trading day-period immediately preceding the exercise date); and

EP is the exercise price.

(e) If the difference between the total Exercise Price otherwise payable for the Awards on the Awards being exercised and the then market value of Shares at the time of exercise (calculated in accordance with the formula above) is zero or negative, then a holder will not be entitled to use the Cashless Exercise Facility.

12. (**Restrictions on dealing**):

(a) A Participant may not sell, transfer, assign, grant a security interest over, option, swap, alienate or otherwise deal with an Award that has been granted to them, except where required by law.

(b) The Board may impose a restriction on dealing with Shares allocated on exercise or vesting of an Award. The Board may implement any procedure it considers appropriate to ensure the compliance by the Participant with this restriction, including the imposition of a holding lock or requiring that Shares be held in trust on behalf of the Participant.

13. (**Forfeiture of Awards**):

(a) Where a Participant who holds Awards ceases to be an Eligible Participant or becomes insolvent, all unvested Awards will automatically be forfeited by the Participant, unless the Board otherwise determines in its discretion to permit some or all of the Awards to vest. Where the Board determines that a Participant has acted fraudulently or dishonestly, or wilfully breached his or her duties to the Group, the Board may in its discretion deem all unvested Awards held by that Participant to have been forfeited.

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

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

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

14. (**Change of control**): If a change of control event occurs in relation to the Company, or the Board determines that such an event is likely to occur, the Board may in its absolute discretion determine that:

(a) all or a specified number of a Participant's unvested Awards are deemed to have vested;

(b) all or a specified number of a Participant's Options may be exercised for a period specified by the Board, and if not exercised within that period, will lapse;

(c) dealing restrictions or any other terms which apply to the Award cease to apply; and/or

(d) dealing restrictions which apply to Shares allocated on the vesting of or exercise of an Award (as applicable) cease to apply.

15. (**Rights**):

(a) All Shares issued under the Plan or issued or transferred to a Participant upon the valid exercise of an Award, will rank equally in all respects with the Shares of the same class.

(b) A Participant will be entitled to any dividends declared and distributed by the Company on the Shares and may participate in any dividend reinvestment plan operated by the Company in respect of Shares.

(c) A Participant may exercise any voting rights attaching to Shares.

16. (**Adjustment for Capital Reconstructions**):

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

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

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

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

18. (**Amendment of Plan**):

(a) Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including the terms upon which any Awards have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect.

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

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

Schedule 4 Terms and conditions of Director Performance Rights

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

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

3. (**Vesting Condition**): Subject to the terms and conditions set out below, the Performance Rights will be subject to the following vesting condition (the **Vesting Condition**):

Vesting Condition	Expiry Date
• The Company announcing that it has acquired a new project and completed 5,000m of drilling on the new project within 3 years from the date of issue; and • The holder remaining employed or engaged by the Company for a continuous period of 2 years from issue.	5 years from the date of issue

4. (**Vesting**): Subject to the satisfaction of the Vesting Condition, the Company will notify the holder in writing (**Vesting Notice**) within 10 business days of becoming aware that the Vesting Condition has been satisfied.

5. (**Expiry Date**): The Performance Rights will expire and lapse at 5.00pm (AWST) on the date which is 5 years after the date of issue of the Performance Rights, or as otherwise provided for under the terms of the Plan (**Expiry Date**).

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

7. (**Issue of Shares**): As soon as practicable after the valid exercise of a vested Performance Right, the Company will:

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

   (b) if required, and subject to paragraph 11, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act;

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

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

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

by the holder to apply a holding lock on the relevant Shares during the period of such restriction from trading.

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

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

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

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

13. (**Change of Control**): Upon the occurrence of a Change of Control Event (defined below), all unvested Performance Rights will automatically vest and be exercised into Shares. A "Change of Control Event" means, in respect of the Company:

    (a) any person, either alone or together with any associates, who did not have a relevant interest in more than 50% of the issued Shares, acquires a relevant interest in more than 50% of the issued Shares other than for the purposes of a bona fide restructure or reconstruction of the Company or the securities of the Company;

    (b) a takeover bid under Chapter 6 of the Corporations Act:

        (i) is made to acquire more than fifty per cent (50%) of the issued Shares of the Company (or such lesser number of Shares that when combined with the Shares that the bidder (together with its associates) already owns will amount to more than 50% of the issued Shares of the Company); and

        (ii) becomes unconditional; and

        (iii) the bidder (together with its associates) has a relevant interest in more than 50% of the issued Shares of the Company;

    (c) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), pursuant to which all Company securities are to be either cancelled or transferred to a third party, and a court of competent jurisdiction, by order, approves the proposed scheme of arrangement,

    but, to avoid doubt, does not include any internal reorganisation of the structure, business, assets or securities of the Company.

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

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

16. (**Entitlements and bonus issues**): Subject to the rights under paragraph 20, holders will not be entitled to participate in new issues of capital offered to shareholders such as bonus issues and entitlement issues.

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

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

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

20. (**Takeovers prohibition**):

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

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

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

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

23. (**Plan**): The Performance Rights are issued pursuant to and are subject to the Company's Employee Securities Incentive Plan. In the event of conflict between a provision of these terms and conditions and the Plan, these terms and conditions prevail to the extent of that conflict.

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

Schedule 5 Valuation of the Director Performance Rights

Description	Class A
Underlying Security spot price	$0.68
Exercise price	Nil.
Expiry date	5 years after the date of issue.
Number of Director Performance Rights	2,500,000
Remaining life of Director Performance Rights	5 years.
Probability of vesting	33%
Estimated number of Director Performance Rights to vest	825,000
Valuation per Director Performance Right	**$0.68**
Valuation of estimated number of Director Performance Rights to vest	**$561,000**

Notes:

(a) The classes of Director Performance Rights issued will vest upon satisfaction of the relevant milestones set out in the 'Performance Criteria' row of Schedule 4 above.

(b) A nil dividend yield was assumed on the basis that the Company is unlikely to pay a dividend during the life of the Director Performance Rights.

(c) The assumed Share price at the grant date of $0.68 is based on the Share price at the close of trading on 13 March 2026, the valuation date.

GREAT DIRT RESOURCES LTD.

Proxy Voting Form

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

Great Dirt Resources Ltd | ABN 44 670 840 301

Your proxy voting instruction must be received by **12:00pm (AWST) on Sunday, 10 May 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://investor.automic.com.au/#/loginsah or scan the QR code below using your smartphone

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

BY MAIL:

Automic
GPO Box 5193
Sydney NSW 2001

IN PERSON:

Automic
Level 5, 126 Phillip Street
Sydney NSW 2000

BY EMAIL:

meetings@automicgroup.com.au

BY FACSIMILE:

+61 2 8583 3040

All enquiries to Automic:

WEBSITE:

https://automicgroup.com.au

PHONE:

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

STEP 1 - How to vote

APPOINT A PROXY:

I/We being a Shareholder entitled to attend and vote at the General Meeting of Great Dirt Resources Ltd, to be held at **12:00pm (AWST) on Tuesday, 12 May 2026 at Level 2, 8 Richardson Street, West Perth WA 6005** hereby:

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

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

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

AUTHORITY FOR CHAIR TO VOTE UNDIRECTED PROXIES ON REMUNERATION RELATED RESOLUTIONS
Where I/we have appointed the Chair as my/our proxy (or where the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 3a, 3b and 3c (except where I/we have indicated a different voting intention below) even though Resolutions 3a, 3b and 3c are connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1a	Ratification of issue of Placement Shares - 5,590,833 Placement Shares under Listing Rule 7.1			
1b	Ratification of issue of Placement Shares - 3,742,500 Placement Shares under Listing Rule 7.1A			
2	Approval to issue Consultant Performance Rights			
3a	Approval to issue Director Performance Rights to Martin Helean			
3b	Approval to issue Director Performance Rights to Jeremy Whybrow			
3c	Approval to issue Director Performance Rights to Tim Laneyrie			

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

STEP 3 – Signatures and contact details

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

Contact Name:

Email Address:

Contact Daytime Telephone

Date (DD/MM/YY)

/ /

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

AUTOMIC

GR8

GREAT DIRT
RESOURCES LTD.

10 April 2026

Dear Shareholder

General Meeting – Notice and Proxy Form

Notice is given that a general meeting (**Meeting**) of Shareholders of Great Dirt Resources Ltd (ASX:GR8) (**Company**) will be held as follows:

Time and date:	12:00pm (AWST) on Tuesday, 12 May 2026
Location:	The Offices of Great Dirt Resources Ltd
	Level 2, 8 Richardson Street, West Perth WA 6005

Notice of Meeting

As permitted by the *Corporations Act 2001* (Cth) the Company will not be dispatching physical copies of the Notice of Meeting unless individual shareholders have made a valid election to receive documents in hard copy. Instead, the Notice of Meeting and accompanying explanatory statement (**Meeting Materials**) are being made available to shareholders electronically and can be viewed and downloaded from:

- the Company's website at https://greatdirt.com.au/; and
- the ASX market announcements page under the Company's code "GR8".

If you have nominated an email address and have elected to receive electronic communications from the Company, you will also receive an email to your nominated email address with a link to an electronic copy of the Notice of Meeting.

Voting at the Meeting or by proxy

Shareholders can vote by attending the Meeting in person, by proxy or by appointing an authorised representative. Shareholders are encouraged to vote by lodging a proxy form.

Proxy forms can be lodged:

Online:	https://investor.automic.com.au/#/loginsah
By mail:	Automic
	GPO Box 5193, Sydney NSW 2001, Australia
By fax:	+612 8583 3040
By email:	meetings@automicgroup.com.au

Your proxy voting instruction must be received by 12:00pm (AWST) on Sunday, 10 May 2026, being not less than 48 hours before the commencement of the Meeting. Any proxy voting instructions received after that time will not be valid for the Meeting.

If you have questions about your Proxy Form or difficulties accessing the Notice of Meeting, please contact Automic on 1300 288 664 (within Australia) or +61 2 9698 5414 (outside Australia).

The Meeting Materials should be read in their entirety. If shareholders are in doubt as to how they should vote, they should seek advice from their professional advisers prior to voting.

Authorised for release by:
Nicolle Fleming
Company Secretary