ORANGE MINERALS NL

ACN 650 435 895

ADDENDUM TO NOTICE OF GENERAL MEETING

Notice is given to Shareholders that, in relation to the notice of annual general meeting dated 22 June 2026 (**Notice of Meeting**) concerning the general meeting of Shareholders to be held at Level 2, 7 Havelock St, West Perth WA on 22 July 2026 at 11am (WST), the Directors have determined to issue this addendum to the Notice of Meeting (**Addendum**) for the purposes set out below.

Capitalised terms and abbreviations used in this Addendum have the same meaning as set out in the Notice of Meeting, unless otherwise defined.

<u>This Addendum is supplemental to the Notice of Meeting and should be read in conjunction with the Notice of Meeting</u>. Save for the changes set out below, all other Resolutions proposed and information in the Notice of Meeting, including the Explanatory Memorandum, remain unchanged.

The Company confirms that in issuing this Addendum, **<u>there is no change to the time, date or location of the Meeting</u>**.

Additional Resolution

By this Addendum, one additional resolution is added to the Notice of Meeting as follows:

- Resolution 13 – Approval to grant incentive securities rights to Philip Tornatora.

Explanatory Memorandum – Supplementary Information

By this Addendum, 1 additional section is added to the Explanatory Memorandum to the Notice of Meeting as follows which contains further details on the resolution added by this Addendum:

- Resolution 13 – Approval to grant incentive securities to Philip Tornatora.

Replacement Proxy Form and Voting Instructions

Enclosed with this Addendum is a replacement Proxy Form.

If Shareholders wish to have their votes counted by proxy in respect of the above Resolution, Shareholders **<u>must</u>** use the replacement Proxy Form to vote on all Resolutions. If a party provides a replacement Proxy Form, any Proxy Form dispatched with the original Notice of Meeting which has been completed by that party will be disregarded.

The Company reserves the right to accept a Proxy Form dispatched with the original Notice of Meeting if a new replacement Form is not provided by the relevant Shareholder.

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

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

Should you wish to discuss any matter please do not hesitate to contact the Company Secretary on +61 8 6102 2039

ORANGE MINERALS NL

ACN 650 435 895

AGENDA

1. RESOLUTION 13 – APPROVAL TO GRANT INCENTIVE SECURITIES TO PHILIP TORNATORA

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 10.11, and for all other purposes, Shareholders approve and authorise the grant of up to 1,500,000 Incentive Options and 2,500,000 Performance Rights (comprising 1,250,000 Class B Performance Rights and 1,250,000 Class C Performance Rights), to Philip Tornatora (or his nominees) on the terms and conditions in the Explanatory Memorandum."

Voting Exclusion

The Company will disregard any votes cast in favour of this Resolution by or on behalf of Philip Tornatora and his nominees and any other person who will obtain a material benefit as a result of the proposed issue (except a benefit solely by reason of being a Shareholder), or any associates of those persons.

However, the Company will not disregard a vote cast in favour of this Resolution by:

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

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

(c) a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:

  (i) the beneficiary provides written confirmation to the holder that the beneficiary is not excluded from voting, and is not an associate of a person excluded from voting, on the Resolution; and

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

Dated: 7 July 2026

By order of the Board

Johnathon Busing
Non-Executive Director and Company Secretary

ORANGE MINERALS NL

ACN 650 435 895

EXPLANATORY MEMORANDUM

1. INTRODUCTION

The Explanatory Memorandum outlined in the Notice of Meeting is supplemented by including the sections set out below in this Addendum.

The purpose of this Explanatory Memorandum is to provide Shareholders with all the information known to the Company which is material to a decision on how to vote on the Resolution accompanying this Addendum.

Capitalised terms and abbreviations used in this Explanatory Memorandum have the same meaning set out in the Notice of Meeting unless otherwise defined otherwise.

The Directors recommend that Shareholders read this Explanatory Memorandum in full before making any decision in relation to the Resolution.

2. ACTION TO BE TAKEN BY SHAREHOLDERS

2.1 Voting in person

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

2.2 Voting by proxy

<u>General</u>

To vote by proxy, please complete and sign the enclosed Proxy Form and return by the time and in accordance with the instructions set out on the Proxy Form.

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

- each Shareholder has a right to appoint a proxy;
- the proxy need not be a Shareholder of the Company; and
- a Shareholder who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise. If the member appoints 2 proxies and the appointment does not specify the proportion or number of the member's votes, then in accordance with section 249X(3) of the Corporations Act, each proxy may exercise one-half of the votes.

Shareholders and their proxies should be aware that changes to the Corporations Act made in 2011 mean that:

- if proxy holders vote, they must cast all directed proxies as directed; and
- any directed proxies which are not voted will automatically default to the Chair, who must vote the proxies as directed.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company on +61 8 6102 2039.

3. RESOLUTION 13 – APPROVAL TO GRANT PERFORMANCE RIGHTS TO PHILIP TORNATORA

3.1 Background

As announced by the Company on 6 July 2026, the Company has appointed Philip Tornatora as Technical Director from on or around 22 July 2026.

Mr Tornatora is a geologist with more than 30 years' experience across gold, lithium and base metals exploration, including senior technical and leadership roles. Most recently, Mr Tornatora was General Manager of Exploration at De Grey Mining, where he played a key role in the discovery of the world-class Hemi Gold deposit in the Pilbara and its subsequent drill-out and feasibility work. De Grey was acquired by Northern Star Resources in 2025 for more than A$5 billion. He has held senior geological positions with major international gold producer AngloGold Ashanti, including in Mali, West Africa, and with lithium producer Galaxy Resources. He was previously Manager Exploration for Northern Star Resources.

Mr Tornatora holds a Bachelor of Science with First Class Honours from the University of Western Australia and a Master of Economic Geology degree from CODES, University of Tasmania. He is a member of the Australasian Institute of Mining and Metallurgy and the Australian Institute of Geoscientists.

The material terms of Mr Tornatora's engagement are as follows:

Term	Details
Position	Technical Director
Commencement Date	Expected to commence on or around 22 July 2026, subject to completion of customary appointment documentation
Time Commitment	Part-time appointment
Remuneration	Fixed remuneration of $140,000,000 plus statutory superannuation
Additional Services	Additional work approved by the Company outside the agreed time commitment will be remunerated at $1,500 per day plus statutory superannuation
Equity Incentives	Subject to shareholder approval (where required), the ASX Listing Rules and the Company's Equity Incentive Plan, the equity incentives which are the subject of Resolution 13
Expenses	Reimbursement of reasonable businesses expenses incurred in the performance of duties in accordance with the Company's policie
Other Terms	Appointment is subject to the Company's constitution, applicable laws, the ASX Listing Rules, the Company's policies and the execution of a formal Executive Services Agreement

As part of the remuneration package agreed with Mr Tornatora, the Company has agreed, subject to Shareholder approval, to grant Mr Tornatora 1,500,000 Incentive Options and 2,500,000 Performance Rights, comprising 1,250,000 Class B Performance Rights and 1,250,000 Class C Performance Rights (collectively, the **Incentive Securities**).

3.2 Listing Rule 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue equity securities to:

- a related party;
- a person who is, or was at any time in the six months prior to the issue or agreement, a substantial (30%+) holder in the company;
- a person who is, or was at any time in the six months prior to the issue or agreement, a substantial (10%+) holder in the company and who has nominated a director to the board

of the company pursuant to a relevant agreement which gives them the right or expectation to do so;

- an associate of a person referred to in paragraphs (a) to (c) above; or
- a person whose relationship with the company or a person referred to in Listing Rules 10.11.1 to 10.11.4 is such that, in ASX's opinion, the issue or agreement should be approved by its shareholders,

unless it obtains the approval of its shareholders.

Mr Tornatora is a related party of the Company by virtue of being a proposed Director. The proposed grant of the Incentive Securities to him falls within Listing Rule 10.11.1 and does not fall within any of the exceptions in Listing Rule 10.12. It therefore requires the approval of Shareholders under Listing Rule 10.11.

Resolution 13 seeks the required Shareholder approval to grant the Incentive Securities to Mr Tornatora under and for the purposes of Listing Rule 10.11. Resolution 13 is an ordinary resolution. If Resolution 13 is passed, the Company will grant the Incentive Securities to Mr Tornatora (or his nominees). If Resolution 13 is not passed, the Company will not grant the Incentive Securities to Mr Tornatora and will need to determine alternative forms of remuneration for him.

3.3 Chapter 2E of the Corporations Act

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

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

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

The grant of Incentive Securities pursuant to Resolution 13 constitutes the giving of a financial benefit and Mr Tornatora is a related party of the Company by virtue of being a proposed Director. The Directors consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required because the grant is considered reasonable remuneration and was determined on an arm's length basis having regard to Mr Tornatora's total remuneration.

3.4 Board recommendation

In the interests of good corporate practice consistent with ASIC Regulatory Guide 76 (Table 2) for directors to avoid making a recommendation on resolutions about each other's remuneration (as there may be a conflict of interest), the Board does not consider it appropriate to give a recommendation on Resolution 13.

3.5 Information required by Listing Rule 10.13

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

(a) The Incentive Securities will be granted to Mr Tornatora (or his nominees).

(b) Approval is required to grant the Incentive Securities as Mr Tornatora falls within Listing Rule 10.11.1 by virtue of being a proposed Director.

(c) The maximum number of securities the Company may grant under Resolution 13 is 1,500,000 Incentive Options and 2,500,000 Performance Rights (comprising 1,250,000 Class B Performance Rights and 1,250,000 Class C Performance Rights).

(d) The Incentive Options are each exercisable at $0.09 on or before 15 July 2027. Full terms and conditions of the Incentive Options are set out in Schedule 1. Shares issued on exercise of the Incentive Options will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.

(e) The Performance Rights will be granted on the terms and conditions in Schedule 2. Shares issued on conversion of the Performance Rights will be fully paid ordinary shares in the capital of the Company and will rank equally in all respects with the Company's existing Shares on issue.

(f) The Incentive Securities may be granted no later than one month after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).

(g) The Incentive Securities will be granted for nil cash consideration. Accordingly, no funds will be raised from the grant of the Incentive Securities.

(h) The Incentive Securities are being granted as incentive-based remuneration in connection with Mr Tornatora's role as Technical Director to align his interests with those of Shareholders, to motivate and reward his performance in this role and to provide a cost effective way for the Company to remunerate him, which 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 provided.

(i) The Company has chosen to issue the Incentive Securities for the following reasons:

  (i) the Incentive Options are unquoted securities which allow the holder to receive Shares upon payment of the exercise price (which reflects a significant premium to the recent traded prices of the Company's Shares), therefore there is no immediate dilutionary impact on Shareholders as a result of their grant and the Company will receive further funds if the Incentive Options are exercised;

  (ii) the Performance Rights are unquoted rights to receive Shares on satisfaction of applicable performance milestones (reflecting a significant Share price increase), therefore the issue of the Performance Rights also has no immediate dilutionary impact on Shareholders;

  (iii) the exercise price of the Incentive Options and the performance milestones attaching to the Performance Rights will further align the interests of Mr Tornatora with those of Shareholders; and

  (iv) it is not considered that there are any significant opportunity costs to the Company of benefits foregone by the Company in issuing the Incentive Securities on the terms proposed.

(j) The number and terms of the Incentive Securities to be issued has been determined based upon a consideration of:

  (i) current market standards and/or practices of other ASX listed companies of a similar size and stage of development to the Company;

  (ii) the role and remuneration of Mr Tornatora, including the cash component of their remuneration; and

(iii) incentives to attract and ensure continuity of service/retain the services of Mr Tornatora who has appropriate knowledge and expertise, while maintaining the Company's cash reserves.

(k) Mr Tornatora has not previously received any remuneration from the Company. Mr Tornatora's proposed remuneration package is set out in Section 3.1.

(l) Mr Tornatora does not currently have a relevant interest in any securities in the Company. If Resolution 13 is approved by Shareholders, the relevant interests of Mr Tornatora in the Company's securities will increase by up to 1,500,000 Incentive Options and 2,500,000 Performance Rights.

(m) The value of Incentive Securities to be issued and the valuation methodology are set out in Schedule 3.

(n) If the Incentive Securities to be issued under Resolution 13 are exercised or converted (as applicable), a total of 4,000,000 Shares would be issued, increasing the number of Shares on issue from 177,714,497 (being the total number of Shares on issue as at the date of this Notice) to 181,714,497 (assuming that no Shares are issued and no convertible securities are exercised or convert), with the effect that the shareholding of existing Shareholders would be diluted by an aggregate of approximately 2.25%.

(o) The Incentive Securities are being issued pursuant to an agreement with Mr Tornatora, the material terms of which are summarised in Section 3.1.

(p) The trading history of the Shares on ASX in the 12 months before the date of this Notice is set out below:

	Price	**Date**
Highest	$0.12	10 September 2025
Lowest	$0.042	29 June 2026
Last	$0.051	6 July 2026

(q) The Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass Resolution 13.

SCHEDULE 1 – TERMS AND CONDITIONS OF INCENTIVE OPTIONS

(a) **Entitlement**

Each Incentive Option (**Option**) entitles the holder to subscribe for one Share upon exercise of the Option.

(b) **Exercise Price**

Subject to paragraph (i), the amount payable upon exercise of each Option is $0.09 (**Exercise Price**).

(c) **Expiry Date**

Each Option will expire at 5:00 pm (WST) on 15 July 2027 (**Expiry Date**). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date.

(d) **Exercise Period**

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

(e) **Notice of Exercise**

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

(f) **Exercise Date**

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

(g) **Timing of issue of Shares on exercise**

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

i. issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which cleared funds have been received by the Company;

ii. if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Options does not require disclosure to investors; and

iii. if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options.

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

(h) **Shares issued on exercise**

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

(i) **Reconstruction of capital**

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

(j) **Participation in new issues**

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

(k) **Change in exercise price**

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

(l) **Transferability**

The Options are transferable with the prior written consent of the Board.

SCHEDULE 2 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

1. Definitions

In these terms and conditions, unless the context otherwise requires:

ASX means ASX Limited ACN 008 624 691 or, where the context requires, the financial market operated by it.

Board means the board of directors of the Company.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Perth, Australia.

Change of Control Event has the meaning given in condition 14(b).

Company means Orange Minerals NL (ACN 650 435 895).

Corporations Act means the Corporations Act 2001 (Cth).

Expiry Date means 5pm (WST) on the date set out in condition 3.

Holder means a holder of a Performance Right.

Listing Rules means the official Listing Rules of the ASX as they apply to the Company from time to time.

Performance Right means the right to acquire a Share on these terms and conditions.

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

Vesting Condition has the meaning given in condition 3.

VWAP means volume weighted average price.

2. Performance Rights

Each Performance Right is a right of the Holder (and/or its nominees) to acquire a Share subject to these terms and conditions.

3. Vesting Condition

Performance Rights will vest on the achievement of the following milestones (**Vesting Conditions**):

Class B Performance Rights	Upon the Company achieving a volume weighted average market price of Shares over 20 consecutive trading days (on which Shares actually traded) on ASX of at least $0.12.
Class C Performance Rights	Upon the Company achieving a volume weighted average market price of Shares over 20 consecutive trading days (on which Shares actually traded) on ASX of at least $0.18.

4. Exercise

Upon the Vesting Condition being satisfied, the Holder may exercise a Performance Right by delivering a written notice of exercise (Notice of Exercise) to the Company Secretary at any time prior to the Expiry Date. The Holder is not required to pay a fee in order to exercise Performance Rights.

5. Expiry

Any Performance Rights that have not been exercised on expiring 24 July 2030 will automatically expire on the Expiry Date or earlier if a Performance Milestone becomes incapable of being satisfied (as determined by the Board).

6. Transfer

A Performance Right is not transferable.

7. Entitlements and bonus issues

The holder of a Performance Right will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

8. Reorganisation of capital

In the event that the issued capital of the Company is reconstructed, all the Holder's rights will be changed to the extent necessary to comply with the Listing Rules at the time of reorganisation provided that, subject to compliance with the Listing Rules, following such reorganisation the Holder's economic and other rights are not diminished or terminated.

9. Right to receive Notices and attend general meetings

Each Performance Right confers on the Holder the right to receive notices of general meetings and financial reports and accounts of the Company that are circulated to Shareholders. A Holder has the right to attend general meetings of the Company.

10. 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 Listing Rules where such rights cannot be excluded by these terms.

11. Dividend rights

A Performance Right does not entitle the Holder to any dividends.

12. 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.

13. 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.

14. Change in control

(a) If prior to the earlier of the conversion or the Expiry Date a Change in Control Event occurs, then each Performance Right will automatically and immediately convert into a Share. However, if the number of Shares to be issued as a result of the conversion of the Performance Rights is in excess of 10% of the total fully diluted share capital of the Company at the time of the conversion, then the number of Performance Rights to be converted will be reduced so that the aggregate number of Shares to be issued on conversion of the Performance Rights is equal to 10% of the entire fully diluted share capital of the Company.

(b) A Change of Control Event occurs when:

i. takeover bid: the occurrence of the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of more than 50.1% of shares and that takeover bid has become unconditional; or

ii. scheme of arrangement: the announcement by the Company that the Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Company securities are to be either cancelled transferred to a third party, and the Court, by order, approves the proposed scheme of arrangement.

(c) The Company must ensure the allocation of shares issued under sub- paragraph (a) is on a pro rata basis to all Holders in respect of their respective holdings of Performance Rights and all remaining Performance Rights held by each Holder will remain on issue until conversion or expiry in accordance with the terms and conditions set out herein.

15. Timing of issue of Shares on exercise

Within 5 Business Days of receiving an Exercise Notice, the Company will:

(a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights specified in the Notice of Exercise;

(b) if required, give ASX a notice that complies with section 708A(5) (e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and

(c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Performance Rights.

16. Ceasing to be engaged by the Company

If a Performance Right holder ceases to be employed or engaged with the Company, the holder will continue to have legal ownership of all Performance Rights that remain unvested from the date of termination until the date which is 1 month from the date of termination. On the date which is 1 month from termination, unless the Board determines otherwise, any Performance Rights that remain unvested will be forfeited by the holder and cancelled by the Company. For the avoidance of doubt, if any Performance Rights vest during the 1 month period, those performance Rights may be exercised by the holder and converted into shares in accordance with these terms and conditions.

17. Compliance with law

The conversion of the Performance Rights is subject to compliance at all times with the Corporations Act and the Listing Rules.

18. Application to ASX

Performance Rights will not be quoted on ASX. On conversion of Performance Rights into Shares, the Company will within five (5) Business Days after the conversion, apply for official quotation on ASX of the Shares issued upon such conversion.

19. Ranking of Shares

Shares into which the Performance Rights will convert will rank parri passu in all respects with existing Shares.

20. 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.

SCHEDULE 3 – VALUATION OF INCENTIVE SECURITIES

The indicative value of the Incentive Securities set out below is the maximum value assuming that all Vesting Milestones applicable to the Performance Rights will be achieved before the expiry date of such incentive securities. The Black & Scholes option pricing model and the assumptions set out below have been used to determine the indicative values of all Incentive Securities.

Securities:

	Incentive Options	**Class B Performance Rights**	**Class C Performance Rights**
Valuation date	30 June 2026	30 June 2026	30 June 2026
Market price of Shares	$0.042	$0.042	$0.042
Exercise price	$0.09	Nil	Nil
Expiry date	15 July 2027	24 July 2030	24 July 2030
Risk free interest rate	4.70%	4.70%	4.70%
Expected volatility	100%	100%	100%
Value	$0.008	$0.042	$0.042

Indicative values:

Class	**Indicative value of Incentive Securities to be issued to Mr Tornatora**
New Options	$12,000
Class B Performance Rights	$52,500
Class C Performance Rights	$52,500
Total Value	**$117,000**

Note: The indicative value noted above are not necessarily the market prices that the Incentive Securities could be traded at and they are not automatically the market prices for taxation purposes.

ORANGE MINERALS NL

Proxy Voting Form

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

Orange Minerals NL | ABN 88 650 435 895

Your proxy voting instruction must be received by **11:00am (AWST) on Monday, 20 July 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

YOUR NAME AND ADDRESS

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

STEP 1 - APPOINT A PROXY

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

DEFAULT TO THE CHAIR OF THE MEETING

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

STEP 2 - VOTES ON ITEMS OF BUSINESS

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

APPOINTMENT OF SECOND PROXY

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

SIGNING INSTRUCTIONS

Individual: Where the holding is in one name, the Shareholder must sign.
Joint holding: Where the holding is in more than one name, all Shareholders should sign.
Power of attorney: If you have not already lodged the power of attorney with the registry, please attach a certified photocopy of the power of attorney to this Proxy Voting Form when you return it.
Companies: To be signed in accordance with your Constitution. Please sign in the appropriate box which indicates the office held by you.
Email Address: Please provide your email address in the space provided.
By providing your email address, you elect to receive all communications despatched by the Company electronically (where legally permissible) such as a Notice of Meeting, Proxy Voting Form and Annual Report via email.

CORPORATE REPRESENTATIVES

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

Lodging your Proxy Voting Form:

Online
Use your computer or smartphone to appoint a proxy at https://portal.automic.com.au/investor/home or scan the QR code below using your smartphone
Login & Click on 'Meetings'. Use the Holder Number as shown at the top of this Proxy Voting Form.

BY MAIL:
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 Orange Minerals NL, to be held at **11:00am (AWST) on Wednesday, 22 July 2026 at Level 2, 7 Havelock 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 Resolution 13 (except where I/we have indicated a different voting intention below) even though Resolution 13 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel, which includes the Chair.

AUTOMIC

OMX

STEP 2 - Your voting direction

Resolutions		For	Against	Abstain
1	RATIFICATION OF DECEMBER PLACEMENT			
2	APPROVAL TO GRANT PLACEMENT OPTIONS TO DECEMBER PLACEMENT PARTICIPANTS			
3	RATIFICATION OF APRIL PLACEMENT			
4	APPROVAL TO GRANT PLACEMENT OPTIONS TO APRIL PLACEMENT PARTICIPANTS			
5	APPROVAL FOR JOHNATHON BUSING TO PARTICIPATE IN APRIL PLACEMENT			
6	APPROVAL FOR NADIA AZIZ TO PARTICIPATE IN APRIL PLACEMENT			
7	APPROVAL FOR CHRISTOPHER MICHAEL TO PARTICIPATE IN APRIL PLACEMENT			
8	APPROVAL FOR ST BARNABAS TO PARTICIPATE IN APRIL PLACEMENT			
9	APPROVAL TO ISSUE SHARES TO SAVANNAH MINING			
10	APPROVAL TO ISSUE SHARES TO REDLAND PLAINS			
11	APPROVAL TO ISSUE SHARES TO REPUBLIC IR			
12	APPROVAL TO GRANT BROKER OPTIONS			
13	APPROVAL TO GRANT INCENTIVE SECURITIES TO PHILIP TORNATORA			

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).