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Perth WA 6000

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ASX CXO

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23 October 2026

ASX: CXO Announcement

Notice of 2026 AGM and Proxy Form

Core Lithium Ltd (**ASX: CXO**) (**Core** or the **Company**) refers to the notice of annual general meeting (**AGM**) and accompanying explanatory notes released to ASX on 23 October 2026 (together, the Notice of Meeting) in respect of the Annual General Meeting of the Company's shareholders (**Shareholders**).

The Meeting will be held:

Date:	Wednesday 25 November 2026
Time:	9:00am (AWST)
Location:	Offices of Grant Thornton Australia Limited Level 43, Central Park, 152-158 St Georges Terrace, Perth WA

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

- Shareholder notice and access letter
- Notice of Meeting
- Sample Proxy Form

The above documents will be despatched to the Company's shareholders today, in accordance with their communication preferences.

Copies of the documents are also available from the Company's website.

For further information, please contact the Company Secretary by telephone on +61 (0) 8 8317 1700 or by email at info@corelithium.com.au

This announcement has been approved for release by the Board of Core Lithium Ltd.

For further information, please contact:

Investor Enquiries
Paul Brown
Managing Director
Core Lithium Ltd
+61 8 8317 1700
info@corelithium.com.au

Media enquiries
Cameron Morse
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23 October 2026

Letter to Shareholders regarding upcoming Annual General Meeting of Shareholders

Core Lithium Ltd (**ASX: CXO**) (**Core** or **Company**) advises the Annual General Meeting will be held in person at the offices of Grant Thornton Australia Limited at Level 43, Central Park, 152-158 St Georges Terrace, Perth WA on Wednesday, 25 November 2026 at 9:00am (AWST) (**Meeting**).

Notice of Meeting
The Notice of Meeting and explanatory notes (**Notice of Meeting**) for the Meeting is available online and can be viewed and downloaded by shareholders of the Company (**Shareholders**) from the Company's website at https://corelithium.com.au/announcements or the Company's ASX market announcements platform at www.asx.com.au (ASX: CXO).

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

Voting by Proxy

Online Scan the QR code below using your smartphone	Lodge the Proxy Form online at https://singleholding.automic.com.au/login by following the instructions: 1. Login to the Automic website using the holding details as shown on your holding statement. 2. Click on 'Meetings' - 'Vote'. To use the online lodgement facility, Shareholders will need their holder number (Securityholder Reference Number (SRN) or Holder Identification Number (HIN)) as shown at the top of your holding statement.

For further information on the online proxy lodgement process, or if you require a hard copy Proxy Form, please contact the Company's Share Registry, Automic Registry Services (**Automic**), at hello@automicgroup.com.au or via phone on 1300 288 664 (within Australia) or +61 2 9698 5414 (overseas).

Shareholder queries in relation to the Meeting
Shareholders can contact the Company Secretary with any questions prior to the meeting via email at info@corelithium.com.au.

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

Yours sincerely
Core Lithium Ltd

Jarek Kopias
Company Secretary

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CORE LITHIUM

Notice of Annual General Meeting



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NOTICE OF ANNUAL GENERAL MEETING
EXPLANATORY NOTES
PROXY FORM

Date of Meeting: Wednesday, 25 November 2026

Time of Meeting: 9:00am AWST (Perth time)

Place of Meeting: Offices of Grant Thornton Australia Limited
Level 43, Central Park, 152-158 St Georges Terrace
Perth Western Australia

Notice is hereby given that the Annual General Meeting of Shareholders of Core Lithium Ltd ("Company/Core") will be held at the offices of Grant Thornton Australia Limited, Level 43, Central Park, 152-158 St Georges Terrace, Perth Western Australia on Wednesday, 25 November 2026 at 9:00am AWST.

The business to be considered at the Annual General Meeting is set out below.

This Notice of Meeting should be read in its entirety in conjunction with the accompanying Explanatory Notes, which form part of this Notice of Meeting and contain information in relation to the following Resolutions. If you are in any doubt as to how you should vote on the Resolutions set out in this Notice of Meeting, you should consult your financial or other professional adviser.

Defined terms used in this Notice of Meeting have the meanings given to those terms in the Glossary at the end of the Explanatory Notes.

GENERAL BUSINESS

Financial Statements and Reports

To receive and consider the annual financial report of the Company for the financial year ended 30 June 2026 together with the declaration of the Directors, the Director's report, the Remuneration Report and the auditor's report.

ORDINARY BUSINESS

Resolution 1 – Adoption of Remuneration Report

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

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

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

Resolution 2 – Election of a Director – Paul Brown

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

"That, for the purpose of clause 13.4 of the Constitution, and for all other purposes, Paul Brown, a Director who was appointed as an additional Director on 2 March 2026, retires, and being eligible, is elected as a Director."

Resolution 3 – Election of a Director – Mark Hine

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

"That, for the purpose of clause 13.4 of the Constitution, Listing Rule 14.4 and for all other purposes, Mark Hine, a Director who was appointed as an additional Director on 2 March 2026, retires, and being eligible, is elected as a Director."

Resolution 4 – Election of a Director – Anna Neuling

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

"That, for the purpose of clause 13.4 of the Constitution, Listing Rule 14.4 and for all other purposes, Anna Neuling, a Director who was appointed as an additional Director on 24 July 2026, retires, and being eligible, is elected as a Director."

Resolution 5 – Re-election of a Director – Malcolm McComas

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

"That, for the purpose of clause 13.2 of the Constitution, Listing Rules 14.4 and 14.5 and for all other purposes, Malcolm McComas, a Director, retires by rotation, and being eligible, is re-elected as a Director."

Resolution 6 – Increase in non-executive Directors' fee pool

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

"That pursuant to and in accordance with clause 13.8 of the Constitution, Listing Rule 10.17 and for all other purposes, the maximum aggregate amount of fees payable to non-executive Directors be increased by $200,000 from $700,000 to $900,000 per annum."

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SPECIAL BUSINESS

Resolution 7 – Replacement of Constitution

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

"That, for the purposes of section 136(2) of the Corporations Act and for all other purposes, approval is given for the Company to replace its existing Constitution as detailed in the Explanatory Notes."

Resolution 8 – Approval to issue STI Performance Rights to Director – Mr Paul Brown

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 10.14 and Chapter 2D.2 of the Corporations Act (including section 200B and 200E of the Corporations Act) and for all other purposes, approval is given for the Company to issue up to 1,069,606 STI Performance Rights to Mr Paul Brown (and/or his nominee/s) under the Plan on the terms and conditions set out in the Explanatory Notes."

Resolution 9 – Approval to issue LTI Performance Rights to Director – Mr Paul Brown

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

"That, for the purposes of Listing Rules 10.14 and 10.19 and Chapter 2D.2 of the Corporations Act (including section 200B and 200E of the Corporations Act) and for all other purposes, approval is given for the Company to issue up to 4,363,118 LTI Performance Rights to Mr Paul Brown (and/or his nominee/s) under the Plan on the terms and conditions set out in the Explanatory Notes."

Resolution 10 – Approval to issue a one-off Incentive Performance Rights to Director – Mr Paul Brown

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

"That, for the purposes of Listing Rules 10.14 and 10.19 and Chapter 2D.2 of the Corporations Act (including section 200B and 200E of the Corporations Act) and for all other purposes, approval is given for the Company to issue up to 6,039,474 one-off Incentive Performance Rights to Mr Paul Brown (and/or his nominee/s) under the Plan on the terms and conditions set out in the Explanatory Notes."

VOTING INFORMATION, EXCLUSIONS AND PROHIBITIONS

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

Voting Prohibition Statement in relation to Resolution 1

A vote on Resolution 1 must not be cast (in any capacity) by or on behalf of either of the following persons:

- a member of the Key Management Personnel, details of whose remuneration are included in the Remuneration Report; or
- a Closely Related Party of such a member.

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

- the voter is appointed as a proxy by writing that specifies the way the proxy is to vote on Resolution 1; or
- the voter is the Chair and the appointment of the Chair as proxy:
    - does not specify the way the proxy is to vote on Resolution 1; and
    - expressly authorises the Chair to exercise the proxy even though Resolution 1 is connected directly or indirectly with the remuneration of a member of the Key Management Personnel.

Voting Exclusion and Voting Prohibition Statements in relation to Resolution 6

The Company will disregard any votes cast in favour of Resolution 6 by a Director or an associate of that person or those persons.

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

- 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
- the Chair as proxy or attorney for a person who is entitled to vote on the Resolution, in accordance with a direction given to the Chair to vote on the Resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following

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conditions are met:

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

In accordance with section 250BD of the Corporations Act, a vote on Resolution 6 must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- the person appointed as proxy is the Chair and the appointment does not specify how the Chair is to vote but expressly authorises the Chair to exercise the proxy even if the Resolution is connected with the remuneration of a member of the Key Management Personnel.

Voting Exclusion and Prohibition Statements in relation to Resolutions 8 to 10 (inclusive)

The Company will disregard any votes cast in favour of Resolutions 8 to 10 (inclusive) by or on behalf of a person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the Plan, an officer of the entity or any of its child entities who is entitled to participate in a termination benefit, or an associate of that person or those persons.

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

- a person as proxy or attorney for a person who is entitled to vote on the relevant Resolution, in accordance with directions given to the proxy or attorney to vote on the relevant Resolution in that way; or
- the Chair as proxy or attorney for a person who is entitled to vote on the relevant Resolution, in accordance with a direction given to the Chair to vote on the relevant Resolution as the Chair decides; or
- a holder acting solely in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary provided the following conditions are met:
  - 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
  - the holder votes on the relevant Resolution in accordance with directions given by the beneficiary to the holder to vote in that way.

In accordance with section 200E of the Corporations Act, a vote on Resolutions 8 to 10 (inclusive) must not be cast (in any capacity) by or on behalf of Mr Paul Brown or his nominee(s) or any of his, or their, associates. However, subject to the voting exclusion above and the further voting prohibition below, this does not prevent the casting of a vote if:

- it is cast by a person as a proxy appointed by writing that specifies how the proxy is to vote on the relevant Resolution; and
- it is not cast on behalf of Mr Paul Brown or his nominee(s) or any of his, or their, associates.

In accordance with section 250BD of the Corporations Act, a vote on Resolutions 8 to 10 (inclusive) must not be cast by a person appointed as a proxy, where that person is either a member of the Key Management Personnel or a Closely Related Party of such member.

However, a vote may be cast by such person if the vote is not cast on behalf of a person who is otherwise excluded from voting, and:

- the person is appointed as a proxy and the appointment specifies how the proxy is to vote; or
- the person appointed as proxy is the Chair and the appointment does not specify how the Chair is to vote but expressly authorises the Chair to exercise the proxy even if the relevant Resolution is connected with the remuneration of a member of the Key Management Personnel.

Voting, Attendance Entitlement and Proxy

A Member who is entitled to attend and cast a vote at the Meeting and who wishes to vote on the Resolutions contained in this Notice should either attend in person at the time, date and place of the Meeting set out above or appoint a proxy or proxies to attend or vote on the Member's behalf.

A Member who is entitled to attend and cast a vote at the Meeting and who wishes to vote on the Resolutions contained in this Notice should appoint the Chair of the Meeting as their proxy to attend and vote on the Member's behalf. Core encourages shareholders to **appoint the Chair of the Meeting as their proxy.**

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Shareholders are encouraged to lodge their Proxy Forms online at https://singleholding.automic.com.au/login.

In completing the attached Proxy Form, Members must be aware that where the Chair of the Meeting is appointed as their proxy, they will be directing the Chair of the Meeting to vote in accordance with the Chair of the Meeting's voting intention unless you indicate otherwise by marking the "For", "Against" or "Abstain" boxes. The Chair of the Meeting intends to vote undirected proxies in favour of each item of business. Members should note that they are entitled to appoint the Chair of the Meeting as a proxy with a direction to cast the votes contrary to the Chair of the Meeting's voting intention, or to abstain from voting, on any Resolution in the Proxy Form. Also, Members may appoint, as their proxy, a person other than the Chair of the Meeting.

A proxy need not be a Member of the Company. For the convenience of Members, a Proxy Form is enclosed. A Member who is entitled to attend and cast two or more votes is entitled to appoint two proxies. Where two proxies are appointed, each appointment may specify the proportion or number of voting rights each proxy may exercise. If the Member appoints two proxies and the appointment does not specify this proportion, each proxy may exercise half of the votes able to be cast by the appointing Member. Members and their proxies should be aware 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.

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 order to be valid, the Proxy Form must be received by the Company at the address specified below, along with any power of attorney or certified copy of a power of attorney (if the Proxy Form is signed pursuant to a power of attorney), by no later than 48 hours before the Meeting (i.e., by no later than 9:00am AWST on 23 November 2026):

On-line:	https://singleholding.automic.com.au/login
By mail:	Automic
	GPO BOX 5193
	SYDNEY NSW 2001
By hand:	Level 5, 126 Phillip Street
	SYDNEY NSW 2000
By e-mail:	meetings@automicgroup.com.au

Any Proxy Forms received after that time will not be valid for the Meeting.

A Member who is a body corporate may appoint a representative, including an individual, to attend the Meeting in accordance with the Corporations Act. Representatives will be required to present documentary evidence of their appointment on the day of the Meeting.

For the purpose of determining the voting entitlements at the Meeting, the Directors have determined that Shares will be taken to be held by the registered holders of those Shares at 4:00pm AWST on Monday, 23 November 2026. Accordingly, transactions registered after that time will be disregarded in determining entitlements to attend and vote at the Meeting.

By order of the Board

Jarek Kopias

Company Secretary

Perth, 23 October 2026

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Annual General Meeting - Explanatory Notes

These Explanatory Notes accompanying this Notice of Meeting are incorporated in and comprise part of this Notice of Meeting and should be read in conjunction with this Notice of Meeting.

If any Shareholder is in doubt as to how they should vote, they should seek advice from their legal, financial or other professional adviser prior to voting.

INTRODUCTION

These Explanatory Notes have been prepared to provide Shareholders with material information to enable them to make an informed decision on the business to be considered at the Annual General Meeting of the Company. The Directors recommend Shareholders read these Explanatory Notes in full before making any decision in relation to the Resolutions.

Terms defined in the Notice of Meeting have the same meaning in these Explanatory Notes.

GENERAL BUSINESS

Financial Statements and Reports

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

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

There is no requirement either in the Corporations Act or the Constitution for Shareholders to approve the financial report, the Directors' report or the auditor's report. Shareholders will be given a reasonable opportunity at the Meeting to:

- ask questions about, or make comments on, the management of the Company; and
- ask a representative of the Company's Auditor, Grant Thornton, questions relevant to:
    - the conduct of the audit;
    - the preparation and content of the Auditor's Report;
    - the accounting policies adopted by the Company in relation to the preparation of the financial statements; and
    - the independence of the Auditor in relation to the conduct of the audit.

A Member who is entitled to cast a vote at the Meeting may submit written questions to the Company's Auditor if the question is relevant to the content of the Auditor's report or the conduct of the audit of the annual financial report. A written question must be submitted by giving the question to the Company no later than 5:00pm AWST on Wednesday, 18 November 2026, being five Business Days before the day on which the Meeting is to be held and the Company will then, as soon as practicable after the question has been received, pass the question on to the Auditor.

The Chair of the Meeting will allow a reasonable opportunity at the Annual General Meeting for a representative of the Company's Auditor to answer any such written questions submitted. If the Company's Auditor has prepared written answers to written questions, the Chair of the Meeting may allow these to be tabled at the Meeting and such written answers will be available to Members as soon as practicable after the Meeting. The Company will make copies of the question list reasonably available to Members attending the Meeting.

No Resolution is required to be moved in respect of this item of general business.

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ORDINARY BUSINESS

Resolution 1 – Adoption of Remuneration Report

General

The Corporations Act requires that, at a listed company's annual general meeting, a resolution that the remuneration report to be adopted must be put to the shareholders. However, such a resolution is advisory only and does not bind the company or the directors of the company.

The remuneration report sets out the Company's remuneration arrangements for the Directors and senior management of the Company. The remuneration report is part of the directors' report contained in the annual financial report of the Company for the financial year ending 30 June 2026.

The Chair must allow a reasonable opportunity for its shareholders to ask questions about or make comments on the remuneration report at the Annual General Meeting.

Voting consequences

A company is required to put to its shareholders a resolution proposing the calling of another meeting of shareholders to consider the appointment of directors of the company (**Spill Resolution**) if, at consecutive annual general meetings, at least 25% of the votes cast on a remuneration report resolution are voted against adoption of the remuneration report and at the first of those annual general meetings a Spill Resolution was not put to vote. If required, the Spill Resolution must be put to vote at the second of those annual general meetings.

If more than 50% of votes cast are in favour of the Spill Resolution, the company must convene a shareholder meeting (**Spill Meeting**) within 90 days of the second annual general meeting.

All of the directors of the company who were in office when the directors' report (as included in the company's annual financial report for the most recent financial year) was approved, other than the managing director of the company, will cease to hold office immediately before the end of the Spill Meeting but may stand for re-election at the Spill Meeting.

Following the Spill Meeting those persons whose election or re-election as directors of the company is approved will be the directors of the company.

Previous voting results

At the Company's previous annual general meeting held on 14 November 2025, the votes cast against the remuneration report considered at that annual general meeting were less than 25%. Accordingly, the Spill Resolution is not relevant for this Meeting.

Resolution 1 is a non-binding Ordinary Resolution.

The Chair intends to exercise all available proxies in favour of Resolution 1. If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 1, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though Resolution 1 is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

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Resolutions 2, 3 and 4 – Election of Directors – Paul Brown, Mark Hine and Anna Neuling

General

Clause 13.4 of the Constitution allows the Directors to appoint, at any time, a person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but only where the total number of Directors does not at any time exceed the maximum number specified by the Constitution.

Pursuant to the Constitution and Listing Rule 14.4, any Director, other than the Managing Director, so appointed holds office only until the next annual general meeting and is then eligible for election by Shareholders but shall not be taken into account in determining the Directors who are to retire by rotation (if any) at that meeting.

Mr Paul Brown, having been appointed by other Directors on 2 March 2026, in accordance with the Constitution, will retire in accordance with the Constitution and, being eligible, seeks election from Shareholders.

Mr Mark Hine and Ms Anna Neuling, having been appointed by other Directors on 2 March 2026 and 24 July 2026 respectively, in accordance with the Constitution, will retire in accordance with the Constitution and Listing Rule 14.4 and being eligible, seek election from Shareholders.

Resolutions 2, 3 and 4 are Ordinary Resolutions.

The Chair intends to exercise all available proxies in favour of Resolutions 2, 3 and 4.

Further information in relation to Mr Brown is set out below.

Qualifications, experience and other material directorships	Mr Brown has a successful professional career spanning over 25 years in the Australian resources industry, serving as Chief Executive Officer of Hastings Technology Metals, an Australian rare earths mining company based in Perth, prior to joining the Company in 2024. Before joining Hastings, Mr Brown spent eight years at Mineral Resources Limited, rising to the position of Chief Executive Officer Lithium and Iron Ore, where he was responsible for the safe and efficient operation of the company's iron ore and lithium operations. His mining expertise provides deep knowledge of the strategic and operational requirements of the Finniss Lithium Project. While at Mineral Resources Limited and Fortescue Ltd, Mr Brown played a vital role in delivering significant mining operations, including Solomon Hub, the Mount Marion and Wodigna lithium projects and the Wonmunna iron ore mine.
Term of office	Mr Brown has served as a Director since 2 March 2026 following his appointment as Chief Executive Officer (CEO) on 4 June 2024.
Independence	If re-elected, the Board considers that Mr Brown will not be an independent Director as he is the Company's Managing Director.
Other material information	The Company conducts appropriate checks on the background and experience of candidates before their appointment to the Board. These include checks as to a person's experience, educational qualifications, character, criminal record and bankruptcy history. The Company undertook such checks prior to the appointment of Mr Brown.
Board recommendation	Having received an acknowledgement from Mr Brown that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Mr Brown since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr Brown) recommend that Shareholders vote in favour of this Resolution.

Further information in relation to Mr Hine is set out below.

Qualifications, experience and other material directorships	Mr Hine is a highly experienced mining engineer and company director with more than 35 years' experience in the resources industry across Australia and internationally. His career spans executive leadership, operational management, and board governance roles, with extensive expertise in the development and operation of both open pit and underground mining operations. Mr Hine is currently a Non-Executive Director of St Barbara Limited (ASX: SBM) and Broken Hill Mines Limited (ASX: BHM) and previously served as a Non-Executive Director of Perenti Limited and Spartan Resources Limited. His executive career includes roles as Chief Operating Officer of Griffin Mining Limited, Chief Executive Officer of Golden West Resources Limited, Chief Operating Officer of Focus Minerals Limited and Executive General Manager at Macmahon Holdings Limited. Mr Hine holds a Bachelor of Engineering (Mining) from the Western Australian School of Mines and is a Fellow of the Australian Institute of Company Directors and Member of the Australasian Institute of Mining and Metallurgy. Mr Hine's extensive underground mining and operational leadership experience will provide valuable expertise as Core advances the Finniss Project and evaluates future underground development opportunities.
Term of office	Mr Hine has served as a Director since 2 March 2026.
Independence	If re-elected, the Board considers that Mr Hine will be an independent Director.
Other material information	The Company conducts appropriate checks on the background and experience of candidates before their appointment to the Board. These include checks as to a person's experience, educational qualifications, character, criminal record and bankruptcy history. The Company undertook such checks prior to the appointment of Mr Hine.
Board recommendation	Having received an acknowledgement from Mr Hine that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Mr Hine since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr Hine) recommend that Shareholders vote in favour of this Resolution.

Further information in relation to Ms Neuling is set out below.

Qualifications, experience and other material directorships	Ms Neuling has 20 years' career experience in the resources sector across corporate finance, governance, commercial strategy and business development. Ms Neuling is currently Lead Independent Non-Executive Director of MLG Oz Limited (ASX: MLG) and a Non-Executive Director of S2 Resources Limited (ASX: S2R). She has previously served as a Non-Executive Director for other ASX-listed resource companies including Non-Executive Director and Chair of Audit and Risk Committee at Spartan Resources Limited (ASX: SPR) prior to its merger with Ramelius Resources Limited (ASX: RMS). Ms Neuling has held a number of senior executive roles in the mining industry, most notably with Sirius Resources Limited, where she served as Executive Director, Corporate and Commercial during the company's transformation following the Nova-Bollinger discovery and subsequent acquisition by Independence Group. Earlier in her career, Ms Neuling held senior finance and company secretarial roles with LionOre Mining International and other ASX-listed resource companies, following her start in professional services with Deloitte. Ms Neuling holds a Bachelor of Science (Mathematics) from Newcastle University in the United Kingdom, is a Fellow of the Institute of Chartered Accountants in England and Wales and is a graduate of the Australian Institute of Company Directors.
Term of office	Ms Neuling has served as a Director since 24 July 2026.
Independence	If re-elected, the Board considers that Ms Neuling will be an independent Director.
Other material information	The Company conducts appropriate checks on the background and experience of candidates before their appointment to the Board. These include checks as to a person's experience, educational qualifications, character, criminal record and bankruptcy history. The Company undertook such checks prior to the appointment of Ms Neuling.
Board recommendation	Having received an acknowledgement from Ms Neuling that she will have sufficient time to fulfil her responsibilities as a Director and having reviewed the performance of Ms Neuling since her appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Ms Neuling) recommend that Shareholders vote in favour of this Resolution.

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Technical information required by Listing Rule 14.1A

If each of Resolutions 2, 3 and 4 are passed, Mr Brown, Mr Hine and Ms Neuling will each be elected to the Board as a Director.

If Resolutions 2, 3 and 4 are not passed, Mr Brown, Mr Hine or Ms Neuling (as applicable) will not continue in their role as a Director and will cease to act as a Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and Company's ability to execute on its strategic vision.

Resolution 5 – Re-election of a Director – Malcolm McComas

General

Listing Rule 14.4 and clause 13.2 of the Constitution provide that, other than a managing director, a director of an entity must not hold office (without re-election) past the third annual general meeting following the director's appointment or three years, whichever is the longer. However, where there is more than one managing director, only one is entitled to be exempt from this rotation requirement.

Listing Rule 14.5 provides that an entity which has directors must hold an election of directors at each annual general meeting.

Mr Malcolm McComas, having held office without re-election since 27 November 2024 and being eligible, retires by rotation and seeks re-election.

Resolution 5 is an Ordinary Resolution.

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

Further information in relation to Mr McComas is set out below.

Qualifications, experience and other material directorships	Mr McComas brings to the Board more than 40 years' experience in the Australian capital markets and resources sectors. He is a private investor and an experienced company director and was previously an investment banker with leadership roles at several global organisations. Specifically, he was head of investment banking at County NatWest (now Citi Group) for 10 years and a director of Grant Samuel for a similar period following earlier roles at Morgan Grenfell (now Deutsche Bank) in Melbourne, Sydney and London. He has deep experience in equity capital markets and mergers and acquisitions and has worked across many industry sectors for companies, institutional investors and governments over a 30 year career in investment banking. He was previously a lawyer specialising in tax. He has worked with many growth companies in the resources sector and was most recently a director of BC Iron, the WA based iron ore producer and Consolidated Minerals, a global manganese mining company. Mr McComas is currently a non-executive Director of Actinogen Medical Ltd (ASX:ACW), a small cap clinical stage biotech company.
Term of office	Mr McComas has served as a Director since 17 October 2019 and was last re-elected on 27 November 2024.
Independence	If re-elected, the Board considers that Mr McComas will be an independent Director.
Board recommendation	Having received an acknowledgement from Mr McComas that he will have sufficient time to fulfil his responsibilities as a Director and having reviewed the performance of Mr McComas since his appointment to the Board and the skills, knowledge, experience and capabilities required by the Board, the Directors (other than Mr McComas) recommend that Shareholders vote in favour of this Resolution.

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Technical information required by Listing Rule 14.1A

If Resolution 5 is passed, Mr McComas will be re-elected to the Board as an independent Director.

If Resolution 5 is not passed, Mr McComas will not continue in his role as an independent Director and will cease to act as a Director. The Company may seek nominations or otherwise identify suitably qualified candidates to join the Company. As an additional consequence, this may detract from the Board and Company's ability to execute on its strategic vision.

Resolution 6 – Increase in non-executive Directors' fee pool

General

In accordance with Listing Rule 10.17 and clause 13.8 of the Constitution, the Company must not increase the total aggregate amount of non-executive Directors' fees payable by it and any of its child entities without the approval of Shareholders. Listing Rule 10.17 does not apply to the salary of an executive Director.

Resolution 6 seeks Shareholder approval for the purposes of clause 13.8 of the Constitution, Listing Rule 10.17 and for all other purposes, for the Company to be authorised to increase the maximum aggregate amount of fees available to be paid to non-executive Directors under clause 13.8 of the Company's Constitution by $200,000 from $700,000 to $900,000 per annum.

Resolution 6 is an Ordinary Resolution.

The Chair intends to exercise all available proxies in favour of Resolution 6. If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 6, by signing and returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though Resolution 6 is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

The Board considers that it is reasonable and appropriate at this time to seek an increase in the remuneration pool for non-executive Directors for the following reasons:

- to give the Board strategic flexibility to appoint additional non-executive Directors;
- expected growth of the Company and increased responsibilities for non-executive Directors;
- non-executive Directors fees may in the future need to be increased to retain Directors;
- to attract new Directors of a calibre required to effectively guide and monitor the business of the Company particularly in regard to mine development and operation; and
- to remunerate Directors appropriately for the expectations placed upon them both by the Company and the regulatory environment in which it operates.

The maximum aggregate amount of fees payable to Directors was last increased by Ordinary Resolution of Shareholders at the Company's 2021 Annual General Meeting. It is not intended to fully utilise the increased aggregate amount of fees in the immediate future.

The total aggregate annual remuneration of the non-executive Directors for the financial year ended 30 June 2026 was $538,979 as detailed in the Company's 2026 Annual Report. This includes all Board and committee fees paid to non-executive Directors and superannuation contributions made on behalf of the non-executive Directors.

If Resolution 6 is passed, the Company will be able to proceed to increase the aggregate amount of fees available to be paid to non-executive Directors by $200,000 from the current $700,000 per annum to $900,000 per annum.

If Resolution 6 is not passed, the Company will not be able to proceed to increase the aggregate amount of fees available to be paid to non-executive Directors by $200,000 from the current $700,000 per annum to $900,000 per annum. The existing fee pool will remain at $700,000. This may inhibit the ability of the Company to remunerate, attract and retain appropriately skilled non-executive Directors.

Technical information required by Listing Rule 10.17

The following information in relation to Resolution 6 is provided to Shareholders for the purposes of Listing Rule 10.17:

Information	Particulars
Amount of the increase	Shareholder approval is being sought to increase the fee pool by $200,000, which would increase the annual remuneration pool from $700,000 per annum to $900,000 per annum.
Maximum aggregate amount of directors' fees that may be paid to all of the non-executive directors	Subject to Shareholders approving Resolution 6, the maximum aggregate amount of fees that may be paid to all of the Company's non-executive Directors will be $900,000 per annum.
Details of any securities issued to non-executive directors under Listing Rule 10.11 or 10.14 with the approval of shareholders within the preceding three years	In the last three years, the following Equity Securities have been issued to non-executive Directors under Listing Rule 10.11 or 10.14 (with Shareholder approval):

Director	Date of Issue	Equity Securities	Number	Issue price ($) per Share
Malcolm McComas	8 May 2026	Shares	238,095	$0.21
Alicia Sherwood	8 May 2026	Shares	238,095	$0.21
Mark Hine	-	-	-	-
Anna Neuling	-	-	-	-

Voting exclusion statement	A voting exclusion statement has been included in the Notice for Resolution 6.

Board recommendation

The Board, while noting that each Director has a personal interest in their own remuneration from the Company, recommends that Members vote in favour of Resolution 6.

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SPECIAL BUSINESS

Resolution 7 – Replacement of Constitution

General

Pursuant to section 136(2) of the Corporations Act, a company may modify or repeal its constitution or a provision of its constitution by special resolution of shareholders.

Resolution 7 is a Special Resolution which will enable the Company to repeal and replace its existing Constitution, with effect from the close of the Meeting, providing an updated governance document in line with the current regulatory environment.

The Chair intends to exercise all available proxies in favour of Resolution 7.

A copy of the new Constitution can be accessed from the Company's website upon approval at https://corelithium.com.au/corporate-governance.

Copies can also be obtained by contacting the Company's Company Secretary, Mr Jarek Kopias, at info@corelithium.com.au. Similarly, a copy of the new constitution will be on display at the Company's Registered Office and will be available at the Meeting.

The key changes following proposed adoption of the new Constitution are detailed in Schedule 2.

Board recommendation

The Board recommends that Members vote in favour of Resolution 7.

Resolution 8 – Approval to issue STI Performance Rights to Director – Mr Paul Brown

General

Mr Paul Brown is an executive Director of the Company with responsibility for the management and oversight of the Company's operations. Mr Brown's remuneration comprises a base remuneration component and other cash benefits. In order to remunerate Mr Brown based on his qualifications and experience within the minerals exploration and development market and to motivate him to deliver sustained returns the Company proposes to issue him with certain short-term and long-term incentives. Mr Brown is currently remunerated via an issue of Shares, unquoted options and unquoted performance rights. Of the STI and LTI performance rights issued on 29 August 2024 and 2 December 2025, 2,283,140 performance rights have vested and 15,442,563 remain with performance conditions measured to 30 June 2027 (5,467,158 performance rights) and 30 June 2028 (9,975,405 performance rights).

As announced on 24 September 2026, the Managing Director's remuneration includes a short-term incentive (**STI**) component and a long-term incentive (**LTI**) component. Pursuant to the STI component, Mr Brown is eligible to receive an annual STI of up to a maximum stretch opportunity of 90% of his fixed remuneration depending on the satisfaction of applicable performance measured against key performance indicators. The STI is payable half in cash and half as Performance Rights, restricted for one year.

Resolution 8 seeks Shareholder approval pursuant to and in accordance with Listing Rule 10.14 and Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes for the grant of up to 1,069,606 Performance Rights to Mr Paul Brown (and/or his nominee/s) as part of the STI component of his remuneration as Managing Director of the Company (**STI Performance Rights**).

Refer to Schedule 3 for the full terms and conditions of the STI Performance Rights.

In the Company's present circumstances, the Board considers that the grant of these STI Performance Rights to Mr Brown is a cost effective and efficient reward for the Company to make to appropriately incentivise the continued performance of Mr Brown and is consistent with the strategic goals and targets of the Company.

Resolution 8 is an Ordinary Resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 8. If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 8, by returning the Proxy Form, you are considered to have provided

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the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though Resolution 8 is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that 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 its shareholders in the manner set out in sections 217 to 227 of the Corporations Act; and
- give the benefit within 15 months of such approval,

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

Mr Brown is the Managing Director of the Company and therefore is a related party of the Company for the purposes of section 208 of the Corporations Act.

The Directors (excluding Mr Brown who has a material personal interest in the outcome of Resolution 8) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of STI Performance Rights as the exception in section 211 of the Corporations Act applies. The STI Performance Rights are considered to be reasonable remuneration for the purposes of section 211 of the Corporations Act.

Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, a company may only give a person a benefit in connection with their retirement from a managerial or executive office, or position of employment, in the Company or a related body corporate if:

- it is approved by shareholders under section 200E of the Corporations Act; or
- an exemption applies (for example, where the benefit together with other benefits does not exceed the payment limits set out in the Corporations Act).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the director's report for the previous financial year. The remuneration details of Mr Brown were included in the FY2026 directors' report.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

The benefits for which approval is sought under Resolution 8 include benefits that result from the Board exercising the discretions conferred under the terms and conditions of the STI Performance Rights. In particular, the Board will have the discretion to:

- accelerate vesting of the STI Performance Rights upon a Change of Control Event occurring (as defined in the terms and conditions of the STI Performance Rights contained in Schedule 3); or
- change the terms and conditions of the STI Performance Rights, subject to any further Shareholder approval which may be required.

One of the benefits for which approval is sought under Resolution 8 is the potential issue or transfer of Shares to Mr Brown upon conversion of the STI Performance Rights as a result of the Board exercising a discretion to vest, accelerate the vesting or retain the STI Performance Rights as a termination benefit.

Pursuant to Resolution 8, the Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential benefits to be given to Mr Brown upon exercise of the Board's discretion.

Technical information required by section 200E of the Corporations Act

The following information in relation to Resolution 8 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- the amount or value of the benefit relating to the STI Performance Rights pursuant to Resolution 8 to be held by Mr Brown (and/or his nominee/s) which may arise in connection with their retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value

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include:

- the number of STI Performance Rights held prior to ceasing employment;
- the outstanding conditions (if any) of vesting of the STI Performance Rights;
- the circumstances of, or reasons for, ceasing employment or engagement with the Company;
- the length of service with the Company and performance over that period of time;
- the market price of the Shares on ASX at the relevant time when the amount or value of the STI Performance Rights is determined;
- any changes in law; and
- the risk-free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time; and

- the Company intends to calculate the value of the benefit relating to the STI Performance Rights at the relevant time based on the above factors.

Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive plan without the approval of shareholders:

10.14.1 a director of the company;

10.14.2 an associate of a director of the company; or

10.14.3 a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders.

The issue of STI Performance Rights to Mr Brown (and/or his nominee/s) falls within Listing Rule 10.14.1 above, as Mr Brown is a Director, and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 8 seeks the required Shareholder approval for the grant of the STI Performance Rights under and for the purposes of Listing Rule 10.14.

If Resolution 8 is passed, the Company will be able to proceed with the grant of the STI Performance Rights to Mr Brown (and/or his nominee/s). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (Exception 14 under Listing Rule 7.2). Accordingly, if Resolution 8 is passed, the grant of the STI Performance Rights (and Shares issued on conversion of the STI Performance Rights) will not reduce the Company's 15% placement capacity for the purposes of Listing Rule 7.1.

If Resolution 8 is not passed, the Company will not be able to proceed with the grant of STI Performance Rights to Mr Brown (and/or his nominee/s), and may consider alternative forms of remuneration with Mr Brown.

Technical information required by Listing Rule 10.15

Information	Particulars
Name of person and ASX Listing Rule 10.14 category	The STI Performance Rights will be issued to Mr Paul Brown (and/or his nominee/s). Mr Brown falls within category 10.14.1 of the Listing Rules as he is a Director, and therefore a related party of the Company. In addition, any party that Mr Brown nominates to receive STI Performance Rights would be expected to fall within the category in Listing Rule 10.14.2 as an associate of Mr Brown.
Number and class of securities proposed	The maximum number of STI Performance Rights to be granted to Mr Paul Brown (and/or his nominee/s) is 1,069,606 STI Performance Rights with an expiry date of 31 October 2031.
Current total remuneration	Mr Brown's current remuneration package is $765,000.

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Number of securities issued under the Plan and acquisition price	17,725,703 performance rights with a Nil acquisition price.
Summary of STI Performance Rights, explanation for issue and value	The STI Performance Rights are rights to acquire a Share for nil consideration. A summary of the material terms of the STI Performance Rights is detailed in Schedule 3. The STI Performance Rights are being issued to Mr Brown as part of his compensation arrangements, specifically the STI component of Mr Brown's remuneration. The Company considers the issuance of STI Performance Rights to be a cost-effective way to provide compensation benefits to Mr Brown and to align Mr Brown's interests with the interest of Shareholders, 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 given to Mr Brown. The number of STI Performance Rights are considered appropriate based on the objectives of limiting the dilution of existing Shareholders upon the exercise of STI Performance Rights whilst also appropriately remunerating Mr Brown and aligning his interests with Shareholders. The number of STI Performance Rights issued to Mr Brown for his STI component was calculated by reference to 75% of his total fixed remuneration. The Board assessed the FY26 scorecard at 120% of target, giving as assessed FY26 STI outcome of $562,612.50 of which $281,306.25 is delivered in the STI Performance Rights. The number of STI Performance Rights has been calculated as $281,306.25 divided by $0.263, being the 5-day volume weighted average price of the Company's Shares up to and including 30 June 2026 rounded to three decimal places, with the result rounded up to the nearest whole STI Performance Right. The Company will undertake a valuation of the Performance Rights using the Monte Carlo valuation method if approved by Shareholders at the Meeting. If all Performance Rights were currently vested, then each Performance Right would convert into one (1) Share in the Company and would currently be valued at 21.0 cents per Share (closing Share price on 13 October 2026) - $224,617 in total.
Issue date	The issue of the STI Performance Rights, will occur no later than 3 years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Issue price	The STI Performance Rights will be issued for nil consideration. No funds will be raised by the issue, exercise or conversion of the STI Performance Rights, as they will be granted for nil cash consideration. There may be a perceived cost to the Company arising from the issue of STI Performance Rights (and the Shares upon their exercise) for nil cash consideration. However, the benefit of incentivising Mr Brown to achieve the relevant vesting conditions and aligning Mr Brown's interests with Shareholders should also be considered.
Summary of material terms of the Plan	Refer to Schedule 1 for a summary of the Plan.
Summary of material terms of any loan that will be made in relation to the issue	The Company will not make any loans to Mr Brown in relation to the acquisition of the STI Performance Rights.
Listing Rule 10.15.11 Statement	Details of any Equity Securities issued under the Plan will be published in the Company's annual report relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after Resolution 8 is approved and who were not named in the Notice will not participate until approval is obtained under that rule.
Voting exclusion	A voting exclusion statement is included in the Notice for Resolution 8.

Board recommendation

The Board (apart from Mr Brown, who makes no recommendation in relation to his own remuneration) recommends that Members vote in favour of Resolution 8.

Mr Brown declines to make a recommendation to Shareholders in relation to Resolution 8 due to his material personal interest in the outcome of the Resolution.

Resolution 9 – Approval to issue LTI Performance Rights to Director – Mr Paul Brown

General

As announced on 24 September 2026, for the purposes of the LTI component of his remuneration package, Mr Brown is eligible to receive 150% of his fixed remuneration as Performance Rights under the Plan. Any such Performance Rights will be subject to a three year vesting period, with vesting outcomes dependent on the achievement of performance conditions determined by the Board.

Resolution 9 seeks Shareholder approval pursuant to and in accordance with Listing Rules 10.14 and 10.19 and Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes for the grant of up to 4,363,118 Performance Rights to Mr Paul Brown (and/or his nominee/s) as part of the LTI component of his remuneration as Managing Director of the Company (**LTI Performance Rights**).

The LTI Performance Rights comprise of:

Tranche	Number of LTI Performance Rights	Vesting Condition	Performance Period	Expiry Date
A	1,527,091	Lithium Sector Relative TSR (35%) [1]	1 July 2026- 30 June 2029	31 October 2031
B	1,527,091	Broader Mining Market Relative TSR (35%) [2]	1 July 2026- 30 June 2029	31 October 2031
C	1,308,936	Mineral Resource Estimate Growth (30%) [3]	1 July 2026- 30 June 2029	31 October 2031

Notes:

1. Total shareholder return ranked against the lithium sector comparator group as determined by the Company and vest on the basis of nil below 50% and straight-line between 50% and 100%.
2. Broader mining market relative total shareholder return ranked against the broader mining market comparator group as determined by the Company (which excludes lithium companies) and vest on the basis of nil below 50% and straight-line between 50% and 100%.
3. Growth in attributable Measured and Indicated Mineral Resources from the 30 June 2026 baseline to 30 June 2029, with mining depletion added back. This is an absolute growth rate over the measurement period. Replaces the separate Ore Reserve Growth and Measured & Indicated Resource Growth measures. There is no substitution between measures. Vesting of 50% of the performance rights occurs at a threshold of 10% growth from the 30 June 2026 measured and indicated Resources, with nil vesting below 10%. Performance Rights will then vest on a straight-line basis between 50% and 100% up to 20% growth from the 30 June 2026 measured and indicated Resources and 100% vesting thereafter.

Refer to Schedule 4 for the full terms and conditions of the LTI Performance Rights.

In the Company's present circumstances, the Board considers that the grant of these LTI Performance Rights to Mr Brown is a cost effective and efficient reward for the Company to make to appropriately incentivise the continued performance of Mr Brown and is consistent with the strategic goals and targets of the Company.

Resolution 9 is an Ordinary Resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 9. If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 9, by returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though Resolution 9 is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that 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:

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- obtain the approval of its shareholders in the manner set out in sections 217 to 227 of the Corporations Act; and
- give the benefit within 15 months of such approval,

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

Mr Brown is the Managing Director of the Company and therefore is a related party of the Company for the purposes of section 208 of the Corporations Act.

The Directors (excluding Mr Brown who has a material personal interest in the outcome of Resolution 9) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of LTI Performance Rights as the exception in section 211 of the Corporations Act applies. The LTI Performance Rights are considered to be reasonable remuneration for the purposes of section 211 of the Corporations Act.

Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, a company may only give a person a benefit in connection with their retirement from a managerial or executive office, or position of employment, in the Company or a related body corporate if:

- it is approved by shareholders under section 200E of the Corporations Act; or
- an exemption applies (for example, where the benefit together with other benefits does not exceed the payment limits set out in the Corporations Act).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the director's report for the previous financial year. The remuneration details of Mr Brown were included in the FY2026 director's report.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

The benefits for which approval is sought under Resolution 9 include benefits that result from the Board exercising the discretions conferred under the terms and conditions of the LTI Performance Rights. In particular, the Board will have the discretion to:

- accelerate vesting of the LTI Performance Rights upon a Change of Control Event occurring (as defined in the terms and conditions of the LTI Performance Rights contained in Schedule 4); or
- change the terms and conditions of the LTI Performance Rights, subject to any further Shareholder approval which may be required.

One of the benefits for which approval is sought under Resolution 9 is the potential issue or transfer of Shares to Mr Brown upon conversion of the LTI Performance Rights as a result of the Board exercising a discretion to vest, accelerate the vesting or retain the LTI Performance Rights as a termination benefit.

Pursuant to Resolution 9, the Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential benefits to be given to Mr Brown upon exercise of the Board's discretion.

Technical information required by section 200E of the Corporations Act

The following information in relation to Resolution 9 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- the amount or value of the benefit relating to the LTI Performance Rights pursuant to Resolution 9 to be held by Mr Brown (and/or his nominee/s) which may arise in connection with their retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
    - the number of LTI Performance Rights held prior to ceasing employment;
    - the outstanding conditions (if any) of vesting of the LTI Performance Rights;
    - the circumstances of, or reasons for, ceasing employment or engagement with the Company;

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- the length of service with the Company and performance over that period of time;
- the market price of the Shares on ASX at the relevant time when the amount or value of the LTI Performance Rights is determined;
- any changes in law; and
- the risk-free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time; and
- the Company intends to calculate the value of the benefit relating to the LTI Performance Rights at the relevant time based on the above factors.

Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive plan without the approval of shareholders:

10.14.1 a director of the company;

10.14.2 an associate of a director of the company; or

10.14.3 a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders.

The issue of LTI Performance Rights to Mr Brown (and/or his nominee/s) falls within Listing Rule 10.14.1 above, as Mr Brown is a Director, and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 9 seeks the required Shareholder approval for the grant of the LTI Performance Rights under and for the purposes of Listing Rule 10.14.

If Resolution 9 is passed, the Company will be able to proceed with the grant of the LTI Performance Rights to Mr Brown (and/or his nominee/s). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (Exception 14 under Listing Rule 7.2). Accordingly, if Resolution 9 is passed, the grant of the LTI Performance Rights (and Shares issued on conversion of the LTI Performance Rights) will not reduce the Company's 15% placement capacity for the purposes of Listing Rule 7.1.

If Resolution 9 is not passed, the Company will not be able to proceed with the grant of LTI Performance Rights to Mr Brown (and/or his nominee/s), and may consider alternative forms of remuneration with Mr Brown.

Technical information required by Listing Rule 10.15

Information	Particulars
Name of person and ASX Listing Rule 10.14 category	The LTI Performance Rights will be issued to Mr Paul Brown (and/or his nominee/s). Mr Brown falls within category 10.14.1 of the Listing Rules as he is a Director, and therefore a related party of the Company. In addition, any party that Mr Brown nominates to receive LTI Performance Rights would be expected to fall within the category in Listing Rule 10.14.2 as an associate of Mr Brown.
Number and class of securities proposed	The maximum number of LTI Performance Rights to be granted to Mr Paul Brown (and/or his nominee/s) is 4,363,118 LTI Performance Rights.
Current total remuneration	Mr Brown's current remuneration package is $765,000.
Number of securities issued under the Plan and acquisition price	17,725,703 performance rights with a Nil acquisition price.
Summary of STI Performance Rights, explanation for issue and value	The LTI Performance Rights are rights to acquire a Share for nil consideration. A summary of the material terms of the LTI Performance Rights is detailed in Schedule 4. The LTI Performance Rights are being issued to Mr Brown as part of his compensation arrangements, specifically the LTI component of Mr Brown's remuneration. The Company considers the issuance of LTI Performance Rights to be a cost-effective way to provide compensation benefits to Mr Brown and to

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	align Mr Brown's interests with the interest of Shareholders, 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 given to Mr Brown. The number of LTI Performance Rights are considered appropriate based on the objectives of limiting the dilution of existing Shareholders upon the vesting and exercise of LTI Performance Rights whilst also appropriately remunerating Mr Brown and aligning his interests with Shareholders. The number of LTI Performance Rights issued to Mr Brown for his LTI component was calculated by reference to 150% of his total fixed remuneration divided by $0.263, being the 5-day volume weighted average price of the Company's Shares up to and included 30 June 2026 (rounded to three decimal places, with the result rounded up to the nearest whole LTI Performance Right), being 4,363,118 LTI Performance Rights in total, allocated across the three tranches in the proportions 35%, 35% and 30%. The Company will undertake a valuation of the Performance Rights using the Monte Carlo valuation method if approved by Shareholders at the Meeting. If all Performance Rights were currently vested, then each Performance Right would convert into one (1) Share in the Company and would currently be valued at 21.0 cents per Share (closing Share price on 13 October 2026) - $916,255 in total.
Issue date	The issue of the LTI Performance Rights, will occur no later than 3 years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Issue price	The LTI Performance Rights will be issued for nil consideration. No funds will be raised by the issue, exercise or conversion of the LTI Performance Rights, as they will be granted for nil cash consideration. There may be a perceived cost to the Company arising from the issue of LTI Performance Rights (and the Shares upon their exercise) for nil cash consideration. However, the benefit of incentivising Mr Brown to achieve the relevant vesting conditions and aligning Mr Brown's interests with Shareholders should also be considered.
Summary of material terms of the Plan	Refer to Schedule 1 for a summary of the Plan.
Summary of material terms of any loan that will be made in relation to the issue	The Company will not make any loans to Mr Brown in relation to the acquisition of the LTI Performance Rights.
Listing Rule 10.15.11 Statement	Details of any Equity Securities issued under the Plan will be published in the Company's annual report relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after Resolution 9 is approved and who were not named in the Notice will not participate until approval is obtained under that rule.
Voting exclusion	A voting exclusion statement is included in the Notice for Resolution 9.

Listing Rule 10.19

Listing Rule 10.19 provides that without approval of shareholders, an entity must ensure that no officer of the entity or any of its Child Entities (as defined in the Listing Rules) will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under the Listing Rules (**5% Threshold**). For the purpose of the Listing Rules, termination benefits include payments, property and advantages that are receivable on termination of engagement with the Company.

Shareholder approval is being sought of the benefits that may be given to Mr Brown (and/or his nominee/s) by virtue of the conversion of the LTI Performance Rights as a result of the automatic vesting of the LTI Performance Rights upon the occurrence of a Change of Control Event or the waiving of the vesting conditions upon termination or cessation of Mr Brown's employment with the Company.

Depending upon the value of the termination benefits associated with the LTI Performance Rights, based on factors including the circumstances of, or reasons for, Mr Brown ceasing employment or engagement with the Company and the conversion of the LTI

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Performance Rights as a result of the automatic vesting of the LTI Performance Rights upon the occurrence of a Change of Control Event or the waiving of the vesting conditions upon termination or cessation of Mr Brown's employment with the Company and the equity interests of the Company at the time such benefits may crystallise, the value of the termination benefits the subject of Resolution 9 may exceed the 5% Threshold. Shareholder approval is being sought for the purposes of Listing Rule 10.19 in order to give the Company flexibility, in case the value of the termination benefits (whether alone or in aggregate with other termination benefits) exceeds the 5% Threshold.

If Resolution 9 is passed, the Company will be able to provide termination benefits associated with the LTI Performance Rights to Mr Brown (and/or his nominee/s) which may exceed the 5% Threshold in connection with Mr Brown ceasing to hold a managerial or executive office in the Company.

If Resolution 9 is not passed, the Company will not be able to provide termination benefits associated with the LTI Performance Rights to Mr Brown (and/or his nominee/s) where those termination benefits along with termination benefits payable to all officers together exceed the 5% Threshold.

Board recommendation

The Board (apart from Mr Brown, who makes no recommendation in relation to his own remuneration) recommends that Members vote in favour of Resolution 9.

Mr Brown declines to make a recommendation to Shareholders in relation to Resolution 9 due to his material personal interest in the outcome of the Resolution.

Resolution 10 – Approval to issue One-off Incentive Performance Rights to Director – Mr Paul Brown

General

On 24 September 2026, the Company announced changes to the Managing Director's remuneration structure, which now includes a one-off issue of performance rights, with a maximum opportunity of 180% of fixed remuneration, covering a three year performance period. This is a single award, not an annual entitlement and this award is intended to align the Managing Director's award with the successful restart and ramp-up of Finniss and recovery of the Finniss restart investment.

Resolution 10 seeks Shareholder approval pursuant to and in accordance with Listing Rules 10.14 and 10.19 and Part 2D.2 of the Corporations Act (including sections 200B and 200E of the Corporations Act) and for all other purposes for the grant of up to 6,039,474 Performance Rights (**One-off Incentive Performance Rights**) to Mr Paul Brown (and/or his nominee/s) as part of the Finniss Payback Incentive component of his remuneration as Managing Director of the Company.

Refer to Schedule 5 for the full terms and conditions of the One-off Incentive Performance Rights.

In the Company's present circumstances, the Board considers that the grant of these One-off Incentive Performance Rights to Mr Brown is a cost effective and efficient reward for the Company to make to appropriately incentivise the continued performance of Mr Brown and is consistent with the strategic goals and targets of the Company.

Resolution 10 is an Ordinary Resolution.

The Chair intends to exercise all available undirected proxies in favour of Resolution 10. If the Chair is appointed as your proxy and you have not specified the way the Chair is to vote on Resolution 10, by returning the Proxy Form, you are considered to have provided the Chair with an express authorisation for the Chair to vote the proxy in accordance with the Chair's intention, even though Resolution 10 is connected directly or indirectly with the remuneration of members of the Key Management Personnel.

Chapter 2E of the Corporations Act

Chapter 2E of the Corporations Act requires that 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 its shareholders in the manner set out in sections 217 to 227 of the Corporations Act; and
- give the benefit within 15 months of such approval,

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

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Mr Brown is the Managing Director of the Company and therefore is a related party of the Company for the purposes of section 208 of the Corporations Act.

The Directors (excluding Mr Brown who has a material personal interest in the outcome of Resolution 10) consider that Shareholder approval pursuant to Chapter 2E of the Corporations Act is not required in respect of the issue of Incentive Performance Rights as the exception in section 211 of the Corporations Act applies. The Incentive Performance Rights are considered to be reasonable remuneration for the purposes of section 211 of the Corporations Act.

Section 200B of the Corporations Act

In accordance with section 200B of the Corporations Act, a company may only give a person a benefit in connection with their retirement from a managerial or executive office, or position of employment, in the Company or a related body corporate if:

- it is approved by shareholders under section 200E of the Corporations Act; or
- an exemption applies (for example, where the benefit together with other benefits does not exceed the payment limits set out in the Corporations Act).

Section 200B of the Corporations Act applies where the benefit is given to, among other persons, a person whose details were included in the director's report for the previous financial year. The remuneration details of Mr Brown were included in the FY2026 director's report.

The term "benefit" is open to a potentially wide interpretation and may include automatic, or accelerated, vesting of share-based payments for a person or the exercise of discretion to allow a person to maintain a benefit they would not otherwise be entitled to retain, on, or as a result of, retirement from their position of employment in a company.

The benefits for which approval is sought under Resolution 10 include benefits that result from the Board exercising the discretions conferred under the terms and conditions of the Incentive Performance Rights. In particular, the Board will have the discretion to:

- accelerate vesting of the Incentive Performance Rights upon a Change of Control Event occurring (as defined in the terms and conditions of the Incentive Performance Rights contained in Schedule 5); or
- change the terms and conditions of the Incentive Performance Rights, subject to any further Shareholder approval which may be required.

One of the benefits for which approval is sought under Resolution 10 is the potential issue or transfer of Shares to Mr Brown upon conversion of the Incentive Performance Rights as a result of the Board exercising a discretion to vest, accelerate the vesting or retain the Incentive Performance Rights as a termination benefit.

Pursuant to Resolution 10, the Company is therefore seeking Shareholder approval under section 200B of the Corporations Act in connection with the potential benefits to be given to Mr Brown upon exercise of the Board's discretion.

Technical information required by section 200E of the Corporations Act

The following information in relation to Resolution 10 is provided to Shareholders for the purposes of section 200E of the Corporations Act:

- the amount or value of the benefit relating to the Incentive Performance Rights pursuant to Resolution 10 to be held by Mr Brown (and/or his nominee/s) which may arise in connection with their retirement from a managerial or executive office cannot presently be ascertained. However, matters, events and circumstances that will, or are likely to affect the calculation of that amount or value include:
    - the number of Incentive Performance Rights held prior to ceasing employment;
    - the outstanding conditions (if any) of vesting of the Incentive Performance Rights;
    - the circumstances of, or reasons for, ceasing employment or engagement with the Company;
    - the length of service with the Company and performance over that period of time;
    - the market price of the Shares on ASX at the relevant time when the amount or value of the Incentive Performance Rights is determined;
    - any changes in law; and
    - the risk-free rate of return in Australia and the estimated volatility of the Shares on ASX at the relevant time; and

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- the Company intends to calculate the value of the benefit relating to the Incentive Performance Rights at the relevant time based on the above factors.

Listing Rule 10.14

Listing Rule 10.14 provides that a listed company must not permit any of the following persons to acquire Equity Securities under an employee incentive plan without the approval of shareholders:

10.14.1 a director of the company;

10.14.2 an associate of a director of the company; or

10.14.3 a person whose relationship with the company or a person referred to in Listing Rule 10.14.1 or 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by its shareholders.

The issue of Incentive Performance Rights to Mr Brown (and/or his nominee/s) falls within Listing Rule 10.14.1 above, as Mr Brown is a Director, and therefore requires the approval of Shareholders under Listing Rule 10.14.

Resolution 10 seeks the required Shareholder approval for the grant of the Incentive Performance Rights under and for the purposes of Listing Rule 10.14.

If Resolution 10 is passed, the Company will be able to proceed with the grant of the Incentive Performance Rights to Mr Brown (and/or his nominee/s). Approval pursuant to Listing Rule 7.1 will not be required as approval is being obtained under Listing Rule 10.14 (Exception 14 under Listing Rule 7.2). Accordingly, if Resolution 10 is passed, the grant of the Incentive Performance Rights (and Shares issued on conversion of the Incentive Performance Rights) will not reduce the Company's 15% placement capacity for the purposes of Listing Rule 7.1.

If Resolution 10 is not passed, the Company will not be able to proceed with the grant of Incentive Performance Rights to Mr Brown (and/or his nominee/s), and may consider alternative forms of remuneration with Mr Brown.

Technical information required by Listing Rule 10.15

Information	Particulars
Name of person and ASX Listing Rule 10.14 category	The One-off Incentive Performance Rights will be issued to Mr Paul Brown (and/or his nominee/s). Mr Brown falls within category 10.14.1 of the Listing Rules as he is a Director, and therefore a related party of the Company. In addition, any party that Mr Brown nominates to receive Incentive Performance Rights would be expected to fall within the category in Listing Rule 10.14.2 as an associate of Mr Brown.
Number and class of securities proposed	The maximum number of One-off Incentive Performance Rights to be granted to Mr Paul Brown (and/or his nominee/s) is 6,039,474 Incentive Performance Rights.
Current total remuneration	Mr Brown's current remuneration package is $765,000.
Number of securities issued under the Plan and acquisition price	17,725,703 performance rights with a Nil acquisition price.
Summary of Incentive Performance Rights, explanation for issue and value	The Incentive Performance Rights are rights to acquire a Share for nil consideration. A summary of the material terms of the Incentive Performance Rights is detailed in Schedule 5. The Incentive Performance Rights are being issued to Mr Brown as part of his compensation arrangements. The Company considers the issuance of Incentive Performance Rights to be a cost-effective way to provide compensation benefits to Mr Brown and to align Mr Brown's interests with the interest of Shareholders, 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 given to Mr Brown.

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	The award is a one-off award representing Mr Brown's full three-year opportunity under the Finniss Capital Payback Incentive. The maximum opportunity, expressed as a percentage of total fixed remuneration, is 180%, equivalent to 60% per annum over the three-year performance period. The number of Incentive Performance Rights has been calculated on a face-value basis, being 180% of Mr Brown's total fixed remuneration divided by $0.228, the 5-day volume weighted average price of the Company's Shares up to and including 17 March 2026 (being the trading day prior to the start of the performance period). The Company will undertake a valuation of the Performance Rights using the Monte Carlo valuation method if approved by Shareholders at the Meeting. If all Performance Rights were currently vested, then each Performance Right would convert into one (1) Share in the Company and would currently be valued at 21.0 cents per Share (closing Share price on 13 October 2026) - $1,268,290 in total.
Issue date	The issue of the Incentive Performance Rights, will occur no later than 3 years after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Issue price	The Incentive Performance Rights will be issued for nil consideration. No funds will be raised by the issue, exercise or conversion of the Incentive Performance Rights, as they will be granted for nil cash consideration. There may be a perceived cost to the Company arising from the issue of Incentive Performance Rights (and the Shares upon their exercise) for nil cash consideration. However, the benefit of aligning Mr Brown's interests with Shareholders should also be considered.
Summary of material terms of the Plan	Refer to Schedule 1 for a summary of the Plan.
Summary of material terms of any loan that will be made in relation to the issue	The Company will not make any loans to Mr Brown in relation to the acquisition of the Incentive Performance Rights.
Listing Rule 10.15.11 Statement	Details of any Equity Securities issued under the Plan will be published in the Company's annual report relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14. Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of securities under the Plan after Resolution 10 is approved and who were not named in the Notice will not participate until approval is obtained under that rule.
Voting exclusion	A voting exclusion statement is included in the Notice for Resolution 10.

Listing Rule 10.19

Listing Rule 10.19 provides that without approval of shareholders, an entity must ensure that no officer of the entity or any of its Child Entities (as defined in the Listing Rules) will be, or may be, entitled to termination benefits if the value of those benefits and the termination benefits that may become payable to all officers together exceed 5% of the equity interests of the entity as set out in the latest accounts given to ASX under the Listing Rules (**5% Threshold**). For the purpose of the Listing Rules, termination benefits include payments, property and advantages that are receivable on termination of engagement with the Company.

Shareholder approval is being sought of the benefits that may be given to Mr Brown (and/or his nominee/s) by virtue of the conversion of the Incentive Performance Rights as a result of the automatic vesting of the Incentive Performance Rights upon the occurrence of a Change of Control Event or the waiving of the vesting conditions upon termination or cessation of Mr Brown's employment with the Company.

Depending upon the value of the termination benefits associated with the Incentive Performance Rights, based on factors including the circumstances of, or reasons for, Mr Brown ceasing employment or engagement with the Company and the conversion of the Incentive Performance Rights as a result of the automatic vesting of the Incentive Performance Rights upon the occurrence of a Change of Control Event or the waiving of the vesting conditions upon termination or cessation of Mr Brown's employment with the Company and the equity interests of the Company at the time such benefits may crystallise, the value of the termination benefits the subject of Resolution 10 may exceed the 5% Threshold. Shareholder approval is being sought for the purposes of Listing Rule 10.19

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in order to give the Company flexibility, in case the value of the termination benefits (whether alone or in aggregate with other termination benefits) exceeds the 5% Threshold.

If Resolution 10 is passed, the Company will be able to provide termination benefits associated with the Incentive Performance Rights to Mr Brown (and/or his nominee/s) which may exceed the 5% Threshold in connection with Mr Brown ceasing to hold a managerial or executive office in the Company.

If Resolution 10 is not passed, the Company will not be able to provide termination benefits associated with the Incentive Performance Rights to Mr Brown (and/or his nominee/s) where those termination benefits along with termination benefits payable to all officers together exceed the 5% Threshold.

Board recommendation

The Board (apart from Mr Brown, who makes no recommendation in relation to his own remuneration) recommends that Members vote in favour of Resolution 10.

Mr Brown declines to make a recommendation to Shareholders in relation to Resolution 10 due to his material personal interest in the outcome of the Resolution.

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Glossary

In the Notice of Annual General Meeting and Explanatory Notes:

5% Threshold has the meaning given in the Explanatory Notes for Resolution 8.
$ or A$ means Australian Dollars.
ASX means ASX Limited (ABN 98 008 624 691).
AWST means Australian Western Standard Time.
Board means the board of Directors of Core.
Business Day means Monday to Friday inclusive, except New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, and any other day that ASX declares is not a business day.
Chair of the Meeting means the chair of the Meeting.
Closely Related Party of a member of the Key Management Personnel means:

- a spouse or child of the member;
- a child of the member's spouse;
- a dependent of the member or the member's spouse;
- anyone else who is one of the member's family and may be expected to influence the member, or be influenced by the member, in the member's dealing with the entity;
- a company the member controls; or
- a person prescribed by the Corporations Regulations 2001 (Cth) for the purposes of the definition of 'closely related party' in the Corporations Act.

Constitution means the constitution of the Company.
Core or **Company** means Core Lithium Ltd (ABN 80 146 287 809).
Corporations Act means the *Corporations Act 2001* (Cth).
Director means a director of the Company.
Equity Securities includes a Share, a right to a Share or option, an option, a convertible security and any security that ASX decides to classify as an Equity Security.
Explanatory Notes means these explanatory notes which forms part of the Notice of Meeting.
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.
Listing Rules and **ASX Listing Rules** means the listing rules of ASX.
Meeting or **Annual General Meeting** means the annual general meeting of Shareholders described on the first page of this Notice.
Member or **Shareholder** means the person registered as a holder of a Share.
Notice or **Notice of Meeting** means this notice of general meeting.
Ordinary Resolution means a resolution passed by more than 50% of the votes cast by Shareholders entitled to vote at a general meeting of Shareholders.
Plan means the Company's Employee Securities Incentive Plan as approved by Shareholders at the 2025 Annual General Meeting as detailed in Schedule 1.
Proxy Form means the proxy form attached to this Notice of Meeting.
Remuneration Report means the remuneration report set out in the Director's report section of the Company's annual financial report for the year ended 30 June 2026.
Resolution means a resolution referred to in this Notice.
Share means a fully paid ordinary share in the capital of the Company.
Special Resolution means a resolution passed by more than 75% of the votes cast by Shareholders entitled to vote at a general meeting of Shareholders.
STI Performance Right has the meaning given in the Explanatory Notes for Resolution 8.

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Schedule 1 – Summary of Incentive Plan

A summary of the material terms of the Company's Employee Securities Incentive Plan (**Plan**) is set out below.

Eligible Participant	**Eligible Participant** means a person that is a 'primary participant' (as that term is defined in Division 1A of Part 7.12 of the Corporations Act) in relation to the Company or an Associated Body Corporate (as defined in the Corporations Act) and has been determined by the Board to be eligible to participate in the Plan from time to time.
Purpose	The Plan is designed to provide a framework for the Company's incentive scheme. The Plan provides Short Term Incentives and Long Term Incentives which are payable via the grant of a Cash Bonus, Security or a combination of both (as applicable). The Plan is designed to incentivise management and deliver short and long term goals by: (a) assisting in the reward, retention and motivation of Eligible Participants; (b) linking the reward of Eligible Participants to performance and the creation of Shareholder value; and (c) aligning the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Shares, Options, Performance Rights or other convertible securities (Securities).
Maximum number of Convertible Securities	The Company will not make an invitation under the Plan which involves monetary consideration if the number of Shares that may be issued, or acquired upon exercise of Convertible Securities offered under an invitation, when aggregated with the number of Shares issued or that may be issued as a result of all invitations under the Plan during the 3 year period ending on the day of the invitation, will exceed 5% of the total number of issued Shares at the date of the invitation (unless the Constitution specifies a different percentage and subject to any limits approved by Shareholders under Listing Rule 7.2 Exception 13(b). The maximum number of equity securities proposed to be issued under the Plan in reliance on Listing Rule 7.2 (Exemption 13(b)) following Shareholder approval, is 120,000,000 Securities. It is not envisaged that the maximum number of Securities will be issued immediately.
Plan administration	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 sole and absolute discretion (except to the extent that it prevents the Participant relying on the deferred tax concessions under Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth)). The Board may delegate its powers and discretion.
Eligibility, invitation and application	The Board may from time to time determine that an Eligible Participant may participate in the Plan by receiving: (a) a short term incentive (comprising the issue of Securities and/or payment of a cash bonus), which will be granted based on achievement of key performance indicators over the prior financial year (**Short Term Incentive**); and/or (b) a long term incentive (comprising the grant of Securities) which will be granted to incentivise high level performance and provide the Company with a potential long term retention benefit (**Long Term Incentive**). Securities issued as a Long Term Incentive will have Vesting Conditions that must be assessed over a period of more than 12 months following the date of grant of the Securities unless otherwise determined by the Board, and make an invitation to that Eligible Participant to apply for any (or any combination of) the Securities provided under the Plan on such terms and conditions as the Board decides. An Eligible Participant's Short Term Incentive and/or Long Term Incentive potential is the maximum percentage of their fixed remuneration set out in their engagement agreement, unless otherwise determined by the Board. On receipt of an invitation, an Eligible Participant may apply for the Securities the subject of the invitation by sending a completed application form to the Company. The Board may accept an application from an Eligible Participant in whole or in part. If an Eligible Participant is permitted in the invitation, 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.
Grant of Securities	The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Securities or pay the Participant a cash bonus, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
Rights attaching to Convertible Securities	A **Convertible Security** represents a right to acquire one or more Plan Shares in accordance with the Plan (for example, an Option or a Performance Right). Prior to a Convertible Security being exercised, the holder:

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	(a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the Convertible Security other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (see Adjustment of Convertible Securities section below).
Restrictions on dealing with Convertible Securities	Convertible Securities issued under the Plan cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances as defined under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board in which case the Convertible Securities may be exercisable on terms determined by the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Convertible Security that has been granted to them.
Vesting of Convertible Securities	Any vesting conditions applicable to the Convertible Securities will be described in the invitation. If all the vesting conditions are satisfied and/or otherwise waived by the Board, a vesting notice will be sent to the Participant by the Company informing them that the relevant Convertible Securities have vested. Unless and until the vesting notice is issued by the Company, the Convertible Securities will not be considered to have vested. For the avoidance of doubt, if the vesting conditions relevant to a Convertible Security are not satisfied and/or otherwise waived by the Board, that security will lapse.
Forfeiture of Convertible Securities	Convertible Securities will be forfeited in the following circumstances: (a) in the case of unvested Convertible Securities only, where the holder ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and any Associated Bodies Corporate (as defined in the Corporations Act) (the **Group**); (b) in the case of unvested Convertible Securities only, where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group; (c) where there is a failure to satisfy the vesting conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent; or (e) on the Expiry Date.
Listing of Convertible Securities	Convertible Securities granted under the Plan will not be quoted on the ASX or any other recognised exchange. The Board reserves the right in its absolute discretion to apply for quotation of Convertible Securities granted under the Plan on the ASX or any other recognised exchange.
Exercise of Convertible Securities and cashless exercise	To exercise a security, the Participant must deliver a signed notice of exercise (**Exercise Notice**) and, subject to a cashless exercise (see next paragraph below), pay the exercise price (if any) to or as directed by the Company, at any time following vesting of the Convertible Securities (if subject to vesting conditions) and prior to the expiry date as set out in the invitation or vesting notice. In the case of Options, subject to the Board's approval, in lieu of paying the aggregate exercise price specified in the Exercise Notice, the Participant may elect a cashless exercise (**Cashless Exercise**) whereby the Board will issue to the Participant that number of Shares (rounded down to the nearest whole number) calculated in accordance with the following formula: $$S = O * \frac{(MVS - EP)}{MVS}$$ Where: S = number of Shares to be issued on the exercise of the Options. O = number of Options being exercised. MVS = market value of shares, being the volume weighted average price per Share traded on the ASX over the five trading days immediately preceding the date of exercise. EP = Exercise Price of the Options. For the avoidance of doubt, if the sum of the above calculation is zero or negative, then the holder will not be entitled to use Cashless Exercise. Convertible Securities may not be exercised unless and until that security has vested in accordance with the Plan rules, or such earlier date as set out in the Plan rules.
Timing of issue of Shares and quotation of Shares on exercise	Within five business days after the issue of a valid notice of exercise 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 Convertible Securities held by that Participant.

Restriction periods and restrictions on transfer of Shares on exercise	If the invitation provides that any Shares issued upon the valid exercise of Convertible Securities are subject to any restrictions as to the disposal or other dealing by a Participant for a period, the Board may implement any procedure it deems appropriate to ensure compliance by the Participant with this restriction. Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on exercise of the Convertible Securities 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; (b) all Shares issued on exercise of the Convertible Securities are subject to restrictions imposed by applicable law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on exercise of Convertible Securities are subject to the terms of the Company's Securities Trading Policy.
Rights attaching to Shares on exercise	All Shares issued upon exercise of Convertible Securities will rank equally in all respects with the then Shares of the Company.
Change of control	If a change of control event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), the Board may in its discretion determine the manner in which any or all of the holder's Convertible Securities will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the change of control event. The Board may specify in the Invitation how the Convertible Securities will be treated on a change of control event occurring, or the Board determining that such event is likely to occur, which may vary depending upon circumstances in which the Participant becomes a leaver and preserve some or all of the Board's discretion under this rule.
Participation in entitlements and bonus issues	Subject always to the rights under the following two paragraphs, Participants will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
Adjustment for bonus issue	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 Participant is entitled, upon exercise of the Convertible Securities, to receive an issue 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 Convertible Securities are exercised.
Reorganisation	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 Convertible Securities will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
Employee Share Trust	The Board may in its sole and absolute discretion use an employee share trust or other mechanism for the purposes of holding Convertible Securities for holders under the Plan and delivering Shares on behalf of holders upon exercise of Convertible Securities.
Amendment of Plan	Subject to the following paragraph, the Board may at any time amend any provisions of the Plan rules, including (without limitation) the terms and conditions upon which any Securities have been granted under the Plan and determine that any amendments to the Plan rules be given retrospective effect, immediate effect or future effect. 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.
Plan duration	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. If a Participant and the Company (acting by the Board) agree in writing that some or all of the Securities granted to that Participant are to be cancelled on a specified date or on the occurrence of a particular event, then those Securities may be cancelled in the manner agreed between the Company and the Participant.
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the *Income Tax Assessment Act 1997* (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.

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Withholding	If a Group member, trustee, or Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any tax, or any superannuation amounts in respect of a Participant (**Withholding Amount**), then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid.

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Schedule 2 – Summary of changes upon adoption of the Replacement Constitution

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A summary of the key changes upon adoption of the replacement Constitution is set out below.

Update in Replacement Constitution	Comments
Hybrid meetings	The Existing Constitution contemplates a general meeting being held at a physical location only. Market practice is now to permit the use of hybrid meetings – a meeting that is held both at a physical location and remotely via virtual technology (Hybrid Meeting). The Replacement Constitution now expressly allows more flexible meeting formats by recognising Hybrid Meetings, which gives the Company clearer authority to hold meetings using online or mixed in-person and online arrangements. If Resolution 7 is approved, the Replacement Constitution will permit a Hybrid Meeting (Article 6.5 of the Replacement Constitution). The amendments do not permit wholly "virtual" online meetings. The Replacement Constitution provides flexibility and clarity around how the Company may conduct Hybrid Meetings in the future. Specifically, the Replacement Constitution permits the Company to hold meetings using or with the assistance of any technology approved by the Directors or in any manner permitted by law (subject to it being a Hybrid Meeting). Consequential provisions are also included to provide clarity around procedural matters, including to ensure that 'online' attendees are treated as being present at the meeting and are counted for a quorum, and to confirm that the Directors may prescribe the detailed procedures by which meetings held with technological assistance may be conducted. Virtual only Meetings are not permitted under the Constitution.
Updates to reflect current Corporations Act	Other proposed changes reflected in the Replacement Constitution are aimed at reflecting a position that already exists in the Corporations Act, in particular following amendments made by the Corporations Amendment (Meetings and Documents) Act 2022, which came into effect on 1 April 2022. For instance, the proposed changes: • clarify when voting on a resolution at a general meeting must be via a poll and when voting will be determined by a show of hands (Articles 6.12(a) to (d) of the Replacement Constitution); • clarify that the procedure for taking a poll will be as directed by the Chair (Article 6.12(f) of the Replacement Constitution); • remove references to interim dividends, reserves and profits for dividends. These provisions relate to the law when dividends could only be paid out of profits, which is no longer a requirement under section 254T of the Corporations Act; • Article 25.7 of the Existing Constitution (Incorrect Address) has been removed as this provision does not comply with section 110JA of the Corporations Act. A general provision has been included in Article 13.10 of the Replacement Constitution when the Company is not required to send notices to a shareholder; and • remove the provision expressly permitting the Company to pay commission conferred on it under section 258C of the Corporations Act (Article 2.10 of the Existing Constitution).
Other amendments in accordance with ASX Listing Rules	Changes which are in accordance with the current ASX Listing Rules, include: • Listing Rule 14.4 provides that, other than a managing director, a director appointed to fill a casual vacancy or as an addition to the board of an entity must not hold office (without re-election) past the next annual general meeting of the entity. The Company's Existing Constitution nonetheless requires that any Director appointed by the Board (including the Managing Director) must retire at the next annual general meeting and be eligible for election. The Replacement Constitution aligns with the Listing Rule 14.4 (refer to Article 7.7 of the Replacement Constitution); • For the sale of unmarketable parcels, Listing Rule 15.3 does not require a minimum price. Article 3.4 of the Existing Constitution requires the sale to be completed at a price not less than the Authorised Price (being the simple average of the 10 trading day closing prices before the offer). There is no provision for a minimum price in the Replacement Constitution. As required by Listing Rule 15.3, Sch. 4 of the Replacement Constitution provides that shareholders have the ability to opt-out of any sale, and the Company is only able to conduct the process once in any 12 month period, which should be sufficient protection for Shareholders of an unmarketable parcel (refer to Sch. 4, items 2 and 11 of the Replacement Constitution); and • Removal of requirements to notify the Home Branch (state branch of ASX) in relation to notices of meeting, results of meeting, material contracts and issues of shares. These

	matters are all covered by the Listing Rules, in particular Listing Rule 3 (Continuous Disclosure), which require notice to the ASX market announcement office.
Variation of classes and class rights	A variation or cancellation of rights attached to a class of shares now requires approval by a special resolution of the Company and either a special resolution of the holders of shares in that class or the written consent of members with at least 75% of the votes in that class (Article 2.3). This replaces the previous position under which approval of the affected class alone, or a special resolution of the holders of shares in that class, was sufficient. As such, the added limb increases the approval threshold for changing class rights, affording greater protection to class interests.
Board proxies	A Director may now appoint another Director as proxy to attend a meeting of Directors if the appointing Director is unable to attend. The proxy has authority to exercise the appointing Director's powers at the meeting in accordance with the terms of the appointment (Article 10.5).
Postponement of meeting	The Board's power to postpone, cancel or change the venue or format of a general meeting has been expanded. Notices of these changes can now be made by newspaper or ASX announcement, and the requirement of the Existing Constitution to give members at least two days' notice of a cancellation is removed. The Replacement Constitution makes clear that the Board may do so for a meeting it has called, but not for a meeting called by members, by a single Director, on request of members or by the Court, unless the person or body that called the meeting consents (Article 6.15).
Lien for member debts	The Company's lien, being the right to hold a member's shares as security, has been broadened so that it extends to all shares registered in the name of a member and to dividends and proceeds of sale relating to those shares. The lien also now secures amounts payable by the member under an employee incentive scheme (Sch. 2, Article 5.1).
Nomination of Directors	The procedure for nomination of Directors has become stricter. Nominations by members must be received earlier than under the existing constitution, moving from 30 to 35 business days (unless the meeting was called by members, in which case it will be 30 business days), and the previous ballot mechanism that applied where the number of nominations exceeded the number of vacancies has been removed (Article 7.3).
Insurance	The indemnity and insurance provisions have been expanded, which grants officers greater legal protections. The Company may now indemnify and insure a wider group of current and former officers to the fullest extent permitted by law, including for a broader range of legal costs and liabilities, including (with prior Board consent) the cost of legal advice on discharging their duties (Article 8.3).
Forfeiture notice	The Company's enforcement position is strengthened by reducing the minimum period that the Company must provide in a notice requiring payment of a call or other amount owing on shares before forfeiture action may be taken. The notice period has been reduced from 14 days to 10 days, which offers greater administrative efficiency and discourages payment defaults (Article 4.1).
No registration fee for share transfers	The Replacement Constitution now provides that the Company must not charge a fee for registering a transfer of shares except to the extent permitted by the law (Article 5.6). This change aligns the Company's practices with the applicable regulation.
Payment for shares sold under the small holdings power	Where the Company sells a small/unmarketable holding, under the Replacement Constitution proceeds must now be paid to the relevant shareholder within 60 days by any method the Company chooses, rather than by cheque which is imposed by the Existing Constitution. This change grants the Company greater administrative flexibility and brings the constitution up to modern payment standards and expectations (Sch. 4, Article 7).
Director absence periods and vacation	Directors can now lose office after a shorter period of absence. The period of absence from Board meetings that may trigger automatic vacation of office has been reduced from 6 months to 3 months (Article 7.6). This is intended to increase director participation, attendance and accountability by making it easier to remove inactive directors.
Other changes	Other changes include: • Removal of the $300,000 per annum reference of the maximum director pool (Article 13.8 of the Existing Constitution). The maximum fee pool of $700,000 per annum was approved by shareholders on 25 November 2021. Article 7.9 of the Replacement Constitution governs changes to the remuneration of Directors. • Article 2.8 of the Existing Constitution has been simplified on the basis that the Company is not required to issue share certificates as the Company's shares are CHESS Approved Securities. To the extent the Company were required to issue share certificates, the Company would be required to comply with section 1071H of the Corporations Act (which Article 2.8 of the Existing Constitution replicates). Similarly, Article 2.9 of the Existing Constitution (stating in effect that Article 2.8 of the Existing Constitution does not apply if the Company's share are CHESS Approved Securities) is not expressly replicated in the Replacement Constitution. • Article 2.13 of the Existing Constitution (no prohibition on foreign ownership except by law) is not included in the Replacement Constitution as it is stating the Applicable Law.

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- To improve compliance measures and governance, and introduce safeguards with respect to Company integrity and reputation, as well as building social licence, Article 8.1 of the Replacement Constitution considers new situations where a Director will automatically cease to hold office, including:
  - where a director is convicted on indictment unless the Board decides otherwise within a month;
  - fails a required fit and proper test under applicable Australian law; or
  - dies; or
  - in the case of an executive Director, stops being employed by the Company.
- The interest rate payable to the Company on unpaid amounts have increased, bringing it into line with market standards. The interest rate that may be charged on unpaid amounts has increased to 12%, which strengthens the Company's position where money remains outstanding (Sch. 2, Article 7).
- The Replacement Constitution proposes that if a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting shall be dissolved (Article 6.7). The Company intends for this to operate as a clear endpoint to reduce unnecessary delay.

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Schedule 3 – Summary of the terms of the STI Performance Rights

1.	**Entitlement**	Each STI Performance Right entitles the holder to subscribe for one Share upon conversion of the STI Performance Right.
2.	**Plan**	The STI Performance Rights are granted under the Plan. Defined terms in these terms and conditions have the same meaning as in the Plan.
3.	**Rights attaching to STI Performance Rights**	Prior to a STI Performance Right being converted, the holder: a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the STI Performance Right other than as expressly set out in the Plan; b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; c) is not entitled to receive any dividends declared by the Company; and d) is not entitled to participate in any new issue of Shares (refer to section 12).
4.	**Restrictions on dealing with STI Performance Rights**	The STI Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board. Any Plan Shares issued on conversion of the STI Performance Rights will be subject to a Restriction Period ending on 30 June 2027. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a STI Performance Right that has been granted to them.
5.	**Lapsing of STI Performance Rights**	STI Performance Right will lapse upon the earlier to occur of: a) an unauthorised dealing in, or hedging of, the STI Performance Right occurring; b) in respect of a vested STI Performance Right only, a Relevant Person ceases to be an Eligible Participant and the Board, in its absolute discretion, resolves that the STI Performance Right granted in respect of that Relevant Person must be converted within one month (or such later date as the Board determines) of the date the Relevant Person ceases to be an Eligible Participant and the STI Performance Right is not converted within that period; c) the Board deems that a STI Performance Right lapses due to fraud, dishonesty or other improper behaviour of the holder/Eligible Participant; and d) the expiry date of the STI Performance Right.
6.	**Vesting of STI Performance Rights**	There are no vesting conditions in relation to the STI Performance Rights.
7.	**Conversion Period**	The STI Performance Rights are exercisable at any time on and from the date of issue of the STI Performance Rights until 31 October 2031 (**Expiry Date**).
8.	**Conversion of STI Performance Rights**	To convert a STI Performance Right, the Participant must deliver a signed notice of conversion at any time following issue of the STI Performance Right and prior to the Expiry Date.
9.	**Delivery of Shares on conversion of STI Performance Rights**	As soon as practicable after the valid conversion of a Performance Right 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 replacement certificate for any remaining unconverted Performance Rights held by that Participant.
10.	**Rights attaching to Shares on conversion**	Shares issued upon conversion of the STI Performance Right will rank equally with the then Shares of the Company.
11.	**Change of Control**	Notwithstanding any other provisions of the Plan, if a Change of Control event occurs, or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the Participant's STI Performance Rights will be dealt with, including, without limitation, in a manner that allows the Participant to participate in and/or benefit from any transaction arising from or in connection with the Change of Control event. If a company (**Acquiring Company**) obtains control of the Company as a result of a Change of Control and both the Company, the Acquiring Company and the Participant agree, a Participant may, in respect of any vested STI Performance Rights that are converted, be provided with shares of the Acquiring Company, or its parent, in lieu of Shares, on substantially the same terms and subject to substantially the same conditions as the Shares, but with appropriate adjustments to the number and kind of shares subject to the STI Performance Rights.
12.	**Participation in new issues**	Subject always to the rights under paragraphs 13 to 15, holders of STI Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.

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13.	**Right issue**	Unless otherwise determined by the Board, a holder of STI Performance Rights does not have the right to participate in a pro rata issue of Shares made by the Company or sell renounceable rights.
14.	**Adjustment for bonus issue**	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 STI Performance Rights is entitled, upon conversion of the STI Performance Rights, to receive an issue 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 STI Performance Rights are converted.
15.	**Reorganisation**	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 STI Performance Rights will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
16.	**Withholding**	If a Participant is liable for tax, duties or other amounts in respect of their STI Performance Rights, and the Company is liable to make a payment to the appropriate authorities on account of that liability, unless the Participant and the Company agree otherwise, the Company must issue to the Participant and arrange (as the Participant's attorney) for a nominee to sell on the ASX such number of Shares which would otherwise be issued and allocated to the Participant so that the net proceeds of sale (after allowing for reasonable sale costs) equal the payment the Company is required to pay to the appropriate authorities. The Company is entitled to apply such net sale costs to pay to the appropriate authorities, with any excess sale proceeds to be remitted to the Participant.
17.	**Malus, clawback and Board discretion**	Incentive Performance Rights that are earned but unvested may be reduced or cancelled by the Board for misconduct, material misstatement or other defined risk events, and malus and clawback apply consistently with the Company's STI and LTI arrangements. The Board may reduce (including to nil) the number of Incentive Performance Rights that vest for material safety, environmental, regulatory, conduct or critical-control failures, or where qualifying cash has been increased by deferring necessary sustaining or integrity capital. The Board has no discretion to increase the number of Incentive Performance Rights that vest, reduce a hurdle, deem a hurdle to be achieved or extend the Performance Period other than as set out in these terms.
18.	**Compliance with applicable law**	No security may be offered, granted, vested or converted if to do so would contravene any applicable law or the ASX Listing Rules.

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Schedule 4 – Summary of the terms of the LTI Performance Rights

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1. Entitlement

Each LTI Performance Right entitles the holder to subscribe for one Share upon conversion of the LTI Performance Right.

2. Plan

The LTI Performance Rights are granted under the Company's Employee Incentive Plan (**Plan**).

Defined terms in these terms and conditions have the same meaning as in the Plan. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.

3. Expiry Date and Vesting Conditions

Tranche	Number of LTI Performance Rights	Vesting Condition	Performance Period	Expiry Date
A	1,527,091	Lithium Sector Relative TSR (35%) [1]	1 July 2026- 30 June 2029	31 October 2031
B	1,527,091	Broader Mining Market Relative TSR (35%) [2]	1 July 2026- 30 June 2029	31 October 2031
C	1,308,936	Mineral Resource Estimate Growth (30%) [3]	1 July 2026- 30 June 2029	31 October 2031

Notes:

1. Total shareholder return ranked against the lithium sector comparator group as determined by the Company and vest on the basis of nil below 50% and straight-line between 50% and 100%.
2. Broader mining market relative total shareholder return ranked against the broader mining market comparator group as determined by the Company (which excludes lithium companies) and vest on the basis of nil below 50% and straight-line between 50% and 100%.
3. Growth in attributable Measured and Indicated Mineral Resources from the 30 June 2026 baseline to 30 June 2029, with mining depletion added back. This is an absolute growth rate over the measurement period. Replaces the separate Ore Reserve Growth and Measured & Indicated Resource Growth measures. There is no substitution between measures. Growth in attributable Measured and Indicated Mineral Resources from the 30 June 2026 baseline to 30 June 2029. This is an absolute growth rate over the measurement period. Replaces the separate Ore Reserve Growth and Measured & Indicated Resource Growth measures. There is no substitution between measures. Vesting of 50% of the performance rights occurs at a threshold of 10% growth from the 30 June 2026 measured and indicated Resources, with nil vesting below 10%. Performance Rights will then vest on a straight-line basis between 50% and 100% up to 20% growth from the 30 June 2026 measured and indicated Resources and 100% vesting thereafter.

Each LTI Performance Right will expire on the earlier to occur of:

(a) the date specified in the table above in respect to each class of LTI Performance Rights; or

(b) the LTI Performance Rights lapsing and being forfeited under the Plan or these conditions,

(**Expiry Date**).

For the avoidance of doubt, any unconverted Performance Rights will automatically lapse on the Expiry Date.

The LTI Performance Rights will vest on satisfaction or waiver of the vesting conditions set out in the table above in respect to each class of Performance Rights (**Vesting Conditions**).

A LTI Performance Right will vest when a vesting notice is given to you.

4. Rights attaching to LTI Performance Rights

Prior to a LTI Performance Right being converted, the holder:

(a) does not have any interest (legal, equitable or otherwise) in any Share which may be issued on conversion of the LTI Performance Right other than as expressly set out in the Plan;

(b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;

		(c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (refer to section 12).
5.	**Cessation of Employment**	If the holder's employment is terminated or the holder ceases employment for any reason before the Vesting Conditions are satisfied, any unvested Incentive Performance Rights will automatically be forfeited, unless the Board determines otherwise in accordance with the Plan, in which case the Performance Condition will continue to apply and will be tested at the end of the applicable Performance Period.
6.	**Restriction Period**	Shares issued on conversion of the LTI Performance Rights will not be subject to any restriction periods.
7.	**Restrictions on dealing with LTI Performance Rights**	The LTI Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a LTI Performance Right that has been granted to them.
8.	**Forfeiture Conditions**	LTI Performance Rights will be forfeited in the following circumstances: (a) in the case of unvested LTI Performance Rights only, where the Participant ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and each of its associated bodies corporate from time to time (the **Group**)); (b) in the case of unvested LTI Performance Rights only, where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group; (c) where there is a failure to satisfy the Vesting Conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent or their Nominee (if applicable) becomes insolvent; or (e) on the Expiry Date.
9.	**Conversion**	The LTI Performance Rights can be converted at any time on and from the delivery of a vesting notice until the Expiry Date (**Conversion Period**).
10.	**Conversion Notice**	The LTI Performance Rights may be converted during the Conversion Period by delivery of a written notice specifying the number of LTI Performance Rights being converted (**Conversion Notice**).
11.	**Timing of issue of Shares and quotation of Shares on conversion**	Within five Business Days after the issue of a Conversion Notice by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; and (b) if required, issue a substitute certificate for any remaining unconverted LTI Performance Rights held by the holder. If the issue or transfer of Shares on conversion of a LTI Performance Right would be in breach of an applicable law (including but not limited to falling within a Blackout Period, or breach the insider trading or takeover provisions of the Corporations Act, or the Listing Rules), the Company may delay the issue of the Shares until five Business Days following the expiration, as applicable, of the Blackout Period or the day on which the insider trading or takeover provisions or the Listing Rules, no longer prevent the issue or transfer of the Shares. The Company will do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules, as soon as reasonably practicable.
12.	**Restrictions on transfer of Shares on conversion**	Shares issued on conversion of the LTI Performance Rights are subject to the following restrictions: (a) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion of the LTI 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; (b) all Shares issued on conversion of the LTI Performance Rights are subject to restrictions imposed by Applicable Law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (c) all Shares issued on conversion of the LTI Performance Rights are subject to the terms of the Company's Securities Trading Policy as set out on the Company's website.

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13.	**Rights attaching to Shares on conversion**	Shares issued upon conversion of the LTI Performance Rights will rank equally with the then Shares of the Company.
14.	**Change of Control**	Subject at all times to the Listing Rules, if a Change of Control Event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the holder's LTI Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the Change of Control Event.
15.	**Participation in new issues**	Subject always to the rights under paragraphs 14 and 15, holders of LTI Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
16.	**Adjustment for bonus issue**	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 LTI Performance Rights is entitled, upon conversion of the LTI Performance Rights, to receive an issue 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 LTI Performance Rights are converted.
17.	**Reorganisation**	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 LTI Performance Rights will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
18.	**Withholding**	If a Group member, trustee, or Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any tax, or any superannuation amounts in respect of a Participant (**Withholding Amount),** then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid.
19.	**Malus, clawback and Board discretion**	Incentive Performance Rights that are earned but unvested may be reduced or cancelled by the Board for misconduct, material misstatement or other defined risk events, and malus and clawback apply consistently with the Company's STI and LTI arrangements. The Board may reduce (including to nil) the number of Incentive Performance Rights that vest for material safety, environmental, regulatory, conduct or critical-control failures, or where qualifying cash has been increased by deferring necessary sustaining or integrity capital. The Board has no discretion to increase the number of Incentive Performance Rights that vest, reduce a hurdle, deem a hurdle to be achieved or extend the Performance Period other than as set out in these terms.

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Schedule 5 – Summary of the terms of the One-off Incentive Performance Rights

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<table>
<tr><td>1.</td><td>Entitlement</td><td>Each Incentive Performance Right entitles the holder to subscribe for one Share upon conversion of the Incentive Performance Right.</td></tr>
<tr><td>2.</td><td>Plan</td><td>The Incentive Performance Rights are granted under the Company's Employee Incentive Plan (Plan).
Defined terms in these terms and conditions have the same meaning as in the Plan. In the event of any inconsistency between the Plan and these terms and conditions, these terms and conditions will apply to the extent of the inconsistency.</td></tr>
<tr><td>3.</td><td>Performance Period</td><td>The performance period for the Vesting Condition is 18 March 2026 to 31 March 2029 (Ordinary End Date), or, where a Qualifying Extraordinary Event is established, 1 April 2026 to 30 June 2029 (Alternative End Date) (in either case, the Performance Period).</td></tr>
<tr><td>4.</td><td>Expiry Date</td><td>Each Incentive Performance Right will expire on the earlier to occur of:
(a) 31 October 2031; or
(b) the Incentive Performance Rights lapsing and being forfeited under the Plan or these conditions,
(Expiry Date).
For the avoidance of doubt, any unconverted Incentive Performance Rights will automatically lapse on the Expiry Date.</td></tr>
<tr><td>5.</td><td>Vesting Condition</td><td>The Incentive Performance Rights will vest on satisfaction of both of the following conditions (together, the Vesting Conditions):
(a) the Performance Condition, being the Finniss Cash Outperformance condition detailed below, as determined by the Board following the end of the applicable Performance Period and independent verification of the calculation; and
(b) the Service Condition, being that you remain an Eligible Participant until the later of the third anniversary of the grant date and the end of the applicable Performance Period.
Incentive Performance Rights that are earned on performance remain unvested until the Service Condition is satisfied. Incentive Performance Rights that are not earned on performance lapse. An Incentive Performance Right will vest when a vesting notice is given to you.
The Performance Condition is as follows:
<table>
<tr><th>PERFORMANCE LEVEL</th><th>CUMULATIVE QUALIFYING FINNISS CASH ABOVE BASE CASE</th><th>PERCENTAGE OF RIGHTS EARNED</th><th>VESTING SCALE</th></tr>
<tr><td>Below Threshold</td><td>Less than 10%</td><td>Nil</td><td>Nil</td></tr>
<tr><td>Threshold</td><td>10%</td><td>50%</td><td>Straight line between Threshold and Target</td></tr>
<tr><td>Target</td><td>15%</td><td>87.5%</td><td>Straight line between Target and Maximum</td></tr>
<tr><td>Maximum</td><td>20% or more</td><td>100%</td><td>Capped at 100%</td></tr>
</table>
Performance measure. The Performance Condition is measured on cumulative Qualifying Finniss Cash generated over the applicable Performance Period, compared with the cumulative qualifying Finniss cash flow in the Board-approved Base Case for the same period (Base Case), by reference to the restart-capital benchmark of A$208 million. Qualifying Finniss Cash means Finniss project operating cash flow after sustaining capital, excluding financing proceeds, equity raisings, asset sales and other non-operating sources, as defined in the methodology approved by</td></tr>
</table>

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		the Board before grant. Delivery of the Base Case alone does not result in any Rights being earned. Single assessment. Performance is assessed once, at the end of the applicable Performance Period. Reaching a cash level earlier does not create any entitlement. Qualifying inflows and outflows after that point remain part of the calculation, and the final cumulative result determines the number of Rights earned. Award value. The economic value of the Rights earned by all participants under the Finniss Capital Payback Incentive is added to the cash required at each performance level, so that the required outperformance is achieved after allowing for the cost of the incentive to Shareholders. Only the value of the portion of the award that is earned is counted. The value is determined as the face value of the Rights at the grant VWAP. Commodity price, foreign exchange and CPI. Actual commodity price, foreign exchange, CPI and other economic outcomes flow through Qualifying Finniss Cash in both directions, with no normalisation. Ordinary adverse movements in lithium prices, foreign exchange or CPI do not qualify for additional time or any adjustment. Qualifying Extraordinary Events. The Alternative End Date applies only where the Board determines, on the evidence required by the rules of the Finniss Capital Payback Incentive, that one of the following events (each a Qualifying Extraordinary Event) has occurred during the Performance Period, was outside management's reasonable control, and had a demonstrable material effect on the timing of Qualifying Finniss Cash after taking into account mitigation, offsetting benefits and unrelated performance shortfalls: (1) significant unforeseen geotechnical conditions; (2) a materially worse-than-expected wet season or other exceptional weather disruption; or (3) another specifically defined operating interruption outside management's reasonable control, in each case as defined in the rules of the Finniss Capital Payback Incentive, which set the required severity, timing and materiality. An event does not qualify merely because it occurred. Ordinary market weakness, failure to achieve a performance level, retention considerations, inadequate planning and matters reasonably identifiable and manageable by the Company are not Qualifying Extraordinary Events. Effect of a Qualifying Extraordinary Event. Where a Qualifying Extraordinary Event is established, the Alternative End Date replaces the Ordinary End Date. Qualifying Finniss Cash continues to accumulate and performance is assessed once, at the Alternative End Date. A Qualifying Extraordinary Event triggers the extended Performance Period only. It does not create a retest. Accordingly there is no assessment at the Ordinary End Date followed by a second opportunity, no entitlement secured during the additional period, no choice between the ordinary and extended-period outcomes, and no further extension or assessment after the Alternative End Date. The performance levels that apply to the Performance Period ending on the Alternative End Date are: to be inserted following independent review, or state that the same levels apply. Verification. The calculation of Qualifying Finniss Cash and the Performance Condition outcome will be prepared by the Company and independently verified by the Company's auditor as part of the group's annual audit process before the Board makes its determination.
6.	**Cessation of Employment**	If the holder's employment is terminated or the holder ceases employment for any reason before the Vesting Conditions are satisfied, any unvested Incentive Performance Rights will automatically be forfeited, unless the Board determines otherwise in accordance with the Plan, in which case the Performance Condition will continue to apply and will be tested at the end of the applicable Performance Period.
7.	**Restriction period**	Shares issued on conversion of the Incentive Performance Rights will not be subject to any restriction periods.
8.	**Malus, clawback and Board discretion**	Incentive Performance Rights that are earned but unvested may be reduced or cancelled by the Board for misconduct, material misstatement or other defined risk events, and malus and clawback apply consistently with the Company's STI and LTI arrangements.

		The Board may reduce (including to nil) the number of Incentive Performance Rights that vest for material safety, environmental, regulatory, conduct or critical-control failures, or where qualifying cash has been increased by deferring necessary sustaining or integrity capital. The Board has no discretion to increase the number of Incentive Performance Rights that vest, reduce a hurdle, deem a hurdle to be achieved or extend the Performance Period other than as set out in these terms.
9.	**Rights attaching to Incentive Performance Rights**	Prior to an Incentive Performance Right being converted, the holder: (a) does not have any interest (legal, equitable or otherwise) in any Share which may be issued on conversion of the Incentive Performance Right other than as expressly set out in the Plan; (b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company; (c) is not entitled to receive any dividends declared by the Company; and (d) is not entitled to participate in any new issue of Shares (refer to section 12).
10.	**Restrictions on dealing with Performance Rights**	The Incentive Performance Rights cannot be sold, assigned, transferred, have a security interest granted over or otherwise dealt with unless in Special Circumstances under the Plan (including in the case of death or total or permanent disability of the holder) with the consent of the Board. A holder must not enter into any arrangement for the purpose of hedging their economic exposure to an Incentive Performance Right that has been granted to them.
11.	**Forfeiture Conditions**	Incentive Performance Rights will be forfeited in the following circumstances: (a) in the case of unvested Incentive Performance Rights only, where the Participant ceases to be an Eligible Participant (e.g. is no longer employed or their office or engagement is discontinued with the Company and each of its associated bodies corporate from time to time (the **Group**)); (b) in the case of unvested Incentive Performance Rights only, where a Participant acts fraudulently, dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group; (c) where there is a failure to satisfy the Vesting Conditions in accordance with the Plan; (d) on the date the Participant becomes insolvent or their Nominee (if applicable) becomes insolvent; or (e) on the Expiry Date.
12.	**Conversion**	The Incentive Performance Rights can be converted at any time on and from the delivery of a vesting notice until the Expiry Date (**Conversion Period**).
13.	**Conversion Notice**	The Incentive Performance Rights may be converted during the Conversion Period by delivery of a written notice specifying the number of Incentive Performance Rights being converted (**Conversion Notice**).
14.	**Timing of issue of Shares and quotation of Shares on conversion**	Within five Business Days after the issue of a Conversion Notice by the holder, the Company will: (a) issue, allocate or cause to be transferred to the holder the number of Shares to which the holder is entitled; and (b) if required, issue a substitute certificate for any remaining unconverted Incentive Performance Rights held by the holder. If the issue or transfer of Shares on conversion of an Incentive Performance Right would be in breach of an applicable law (including but not limited to falling within a Blackout Period, or breach the insider trading or takeover provisions of the Corporations Act, or the Listing Rules), the Company may delay the issue of the Shares until five Business Days following the expiration, as applicable, of the Blackout Period or the day on which the insider trading or takeover provisions or the Listing Rules, no longer prevent the issue or transfer of the Shares. The Company will do all such acts, matters and things to obtain the grant of quotation of the Shares by ASX in accordance with the ASX Listing Rules and subject to the expiry of any restriction period that applies to the Shares under the Corporations Act or the ASX Listing Rules, as soon as reasonably practicable.
15.	**Restrictions on transfer of Shares on conversion**	Shares issued on conversion of the Incentive Performance Rights are subject to the following restrictions: (c) if the Company is required but is unable to give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion of the Incentive 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;

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		(d) all Shares issued on conversion of the Incentive Performance Rights are subject to restrictions imposed by Applicable Law on dealing in Shares by persons who possess material information likely to affect the value of the Shares and which is not generally available; and (e) all Shares issued on conversion of the Incentive Performance Rights are subject to the terms of the Company's Securities Trading Policy as set out on the Company's website.
16.	**Rights attaching to Shares on conversion**	Shares issued upon conversion of the Incentive Performance Rights will rank equally with the then Shares of the Company.
17.	**Change of Control**	Subject at all times to the Listing Rules, if a Change of Control Event occurs (being an event which results in any person (either alone or together with associates) owning more than 50% of the Company's issued capital), or the Board determines that such an event is likely to occur, the Board may in its discretion determine the manner in which any or all of the holder's Incentive Performance Rights will be dealt with, including, without limitation, in a manner that allows the holder to participate in and/or benefit from any transaction arising from or in connection with the Change of Control Event.
18.	**Participation in new issues**	Subject always to the rights under paragraphs 14 and 15, holders of Incentive Performance Rights will not be entitled to participate in new issues of capital offered to holders of Shares such as bonus issues and entitlement issues.
19.	**Adjustment for bonus issue**	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 Incentive Performance Rights is entitled, upon conversion of the Incentive Performance Rights, to receive an issue 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 Incentive Performance Rights are converted.
20.	**Reorganisation**	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 Incentive Performance Rights will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
21.	**Withholding**	If a Group member, trustee, or Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any tax, or any superannuation amounts in respect of a Participant (**Withholding Amount),** then that Group company, trustee or Plan administrator (as applicable) is entitled to withhold or be reimbursed by the Participant for the Withholding Amount payable or paid.

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Proxy Voting Form

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

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SAMPLE

Your proxy voting instruction must be received by **9:00am (AWST) on Monday, 23 November 2026**, being **not later than 48 hours** before the commencement of the Meeting. Any Proxy Voting instructions received after that time will not be valid for the scheduled Meeting.

SUBMIT YOUR PROXY

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

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

STEP 1 - APPOINT A PROXY
If you wish to appoint someone other than the Chair of the Meeting as your proxy, please write the name of that Individual or body corporate. A proxy need not be a Shareholder of the Company. Otherwise if you leave this box blank, the Chair of the Meeting will be appointed as your proxy by default.

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

STEP 2 - VOTES ON ITEMS OF BUSINESS
You may direct your proxy how to vote by marking one of the boxes opposite each item of business. All your shares will be voted in accordance with such a direction unless you indicate only a portion of voting rights are to be voted on any item by inserting the percentage or number of shares you wish to vote in the appropriate box or boxes. If you do not mark any of the boxes on the items of business, your proxy may vote as he or she chooses. If you mark more than one box on an item your vote on that item will be invalid.

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

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

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

Lodging your Proxy Voting Form:

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

BY MAIL:
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 Annual General Meeting of Core Lithium Ltd, to be held at **9:00am (AWST) on Wednesday, 25 November 2026 at the offices of Grant Thornton Australia Limited, Level 43, Central Park, 152-158 St Georges Terrace, Perth Western Australia** 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 1, 6, 8, 9 and 10 (except where I/we have indicated a different voting intention below) even though Resolutions 1, 6, 8, 9 and 10 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
1	Adoption of Remuneration Report	☐	☐	☐
2	Election of a Director – Paul Brown	☐	☐	☐
3	Election of a Director – Mark Hine	☐	☐	☐
4	Election of a Director – Anna Neuling	☐	☐	☐
5	Re-election of a Director – Malcolm McComas	☐	☐	☐
6	Increase in non-executive Directors' fee pool	☐	☐	☐
7	Replacement of Constitution	☐	☐	☐
8	Approval to issue STI Performance Rights to Director – Mr Paul Brown	☐	☐	☐
9	Approval to issue LTI Performance Rights to Director – Mr Paul Brown	☐	☐	☐
10	Approval to issue Incentive Performance Rights to Director – Mr Paul Brown	☐	☐	☐

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).

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