

9 June 2026

Dear Shareholders

JULY 2026 GENERAL MEETING

St George Mining Limited (ACN 139 308 973) (the **Company**) has scheduled a general meeting of shareholders to be held on Friday, 10 July 2026 at 10:00am (AWST) (**Meeting**).

The Meeting will be held at BDO Offices, Level 9, Mia Yellagonga Tower 2, 5 Spring Street, Perth WA 6000 so that shareholders can attend in person.

The Notice of Meeting can be viewed and downloaded from www.stgm.com.au. As permitted by the Corporations Act, the Company will not be sending hard copies of the Notice of Meeting to shareholders unless a shareholder has previously requested a hard copy.

A complete copy of the Meeting documents has been posted on the Company's ASX market announcements page.

Shareholders receiving electronic communications should ensure their details are up-to-date at <https://www.investorcentre.com>. Select 'Login' for existing users and enter your User ID and password (New users select 'Register now' and follow the prompts). Click on 'My Profile' and select 'Communications Preferences' to enter your email address and update your securityholder communication methods. Once logged in you can also lodge your proxy vote online by clicking on the "Vote" tab.

If you are unable to access any of the Meeting documents online, please contact the Company Secretary, Sarah Shipway, on +61 8 6118 2118 or via email at sarah.shipway@stgm.com.au.

This announcement is authorised for market release by the Board.

Sincerely,

John Prineas
Executive Chairman
St George Mining Limited

ST GEORGE MINING LIMITED
ACN 139 308 973
NOTICE OF GENERAL MEETING

Notice is given that the Meeting will be held at:

TIME: 10:00am (WST)

DATE: 10 July 2026

PLACE: BDO Offices
Level 9, Mia Yellagonga Tower 2, 5 Spring Street
PERTH WA 6000

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

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

The Directors have determined pursuant to Regulation 7.11.37 of the Corporations Regulations 2001 (Cth) that the persons eligible to vote at the Meeting are those who are registered Shareholders at 5:00pm (WST) on 8 July 2026.

BUSINESS OF THE MEETING

AGENDA

1. RESOLUTION 1 – APPROVAL TO ISSUE SHARES TO AMPEREX TECHNOLOGY LIMITED

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

“That, for the purposes of Listing Rule 7.1 and for all other purposes, approval is given for the Company to issue 12,500,000 Shares to Amperex Technology Limited (or its nominees) on the terms and conditions set out in the Explanatory Statement.”

2. RESOLUTION 2 – ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR – MR JOHN PRINEAS

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

“That for the purposes of section 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 32,000,000 Performance Rights to Mr John Prineas (or his nominee/s) on the terms and conditions set out in the Explanatory Statement.”

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

3. RESOLUTION 3 – ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR – MR JOHN DAWSON

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

“That, for the purposes of section 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 12,000,000 Performance Rights to Mr John Dawson (or his nominee/s) on the terms and conditions set out in the Explanatory Statement.”

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

4. RESOLUTION 4 – ISSUE OF PERFORMANCE RIGHTS TO DIRECTOR – MS SARAH SHIPWAY

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

“That, for the purposes of section 208 of the Corporations Act, Listing Rule 10.14 and for all other purposes, approval is given for the Company to issue 12,000,000 Performance Rights to Ms Sarah Shipway (or her nominee/s) on the terms and conditions set out in the Explanatory Statement.”

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

Voting Prohibition Statements

Resolutions 2 to 4 - Approval to issue Performance Rights to Directors	<p>In accordance with section 224 of the Corporations Act, a vote on Resolutions 2 to 4 must not be cast (in any capacity) by or on behalf of a related party of the Company to whom the Resolution would permit a financial benefit to be given, or an associate of such a related party (Resolutions 2 to 4 Excluded Party). However, the above prohibition does not apply if the vote is cast by a person as proxy appointed by writing that specifies how the proxy is to vote on the Resolution and it is not cast on behalf of a Resolutions 2 to 4 Excluded Party.</p> <p>In accordance with section 250BD of the Corporations Act, a person appointed as a proxy must not vote, on the basis of that appointment, on these Resolutions if:</p> <p>(a) the proxy is either:</p> <p>(i) a member of the Key Management Personnel; or</p> <p>(ii) a Closely Related Party of such a member; and</p> <p>(b) the appointment does not specify the way the proxy is to vote on these Resolutions.</p> <p>Provided the Chair is not a Resolutions 2 to 4 Excluded Party, the above prohibition does not apply if:</p> <p>(a) the proxy is the Chair; and</p> <p>(b) the appointment expressly authorises the Chair to exercise the proxy even though these Resolutions are connected directly or indirectly with remuneration of a member of the Key Management Personnel.</p>
---	--

Voting Exclusion Statements

In accordance with Listing Rule 14.11, the Company will disregard any votes cast in favour of the Resolutions set out below by or on behalf of the following persons:

Resolution 1 – Approval to issue Shares to Amperex Technology Limited	Amperex Technology Limited (or its nominees) or any other person who is expected to participate in, or who will obtain a material benefit as a result of, the proposed issue (except a benefit solely by reason of being a holder of ordinary securities in the Company) or an associate of that person (or those persons).
Resolution 2 – Approval to issue Performance Rights to Director – John Prineas	Mr John Prineas, (or their nominee(s)) or any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.
Resolution 3 - Approval to issue Performance Rights to Director – John Dawson	Mr John Dawson, (or their nominee(s)) or any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.
Resolution 4 - Approval to issue Performance Rights to Director – Sarah Shipway	Ms Sarah Shipway, (or their nominee(s)) or any other person referred to in Listing Rule 10.14.1, 10.14.2 or 10.14.3 who is eligible to participate in the employee incentive scheme in question or an associate of that person or those persons.

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

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

Voting by proxy

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

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

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

Shareholders and their proxies should be aware that:

- 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.

Voting in person

To vote in person, attend the Meeting at the time, date and place set out above on the covering page of this Notice.

Should you wish to discuss the matters in this Notice of Meeting please do not hesitate to contact the Company Secretary on +61 8 6118 2118.

EXPLANATORY STATEMENT

This Explanatory Statement has been prepared to provide information which the Directors believe to be material to Shareholders in deciding whether or not to pass the Resolutions.

1. RESOLUTION 1 – APPROVAL TO ISSUE SHARES TO AMPEREX TECHNOLOGY LIMITED

1.1 Background

On or around 26 May 2026, the Company entered into a share purchase agreement (**SPA**) pursuant to which it agreed to acquire and Amperex Technology Limited (**ATL**) agreed to sell its 3,000,000 fully paid ordinary shares in Lithium Star Pty Ltd (ACN 666 083 361), representing ATL's entire legal and beneficial interest in Lithium Star Pty Ltd (**Sale Shares**), on the terms summarised below.

Consideration	In consideration for the acquisition of the Sale Shares, the Company will issue ATL (or its nominee) 12,500,000 Shares, at a deemed value of \$2,000,000.
Conditions Precedent	Completion of the SPA is conditional on the satisfaction (or waiver by the Company) of the following conditions precedent by 30 September 2026 (End Date): (a) The Company's shareholders approving the allotment and issue of the Consideration Shares in accordance with the ASX Listing Rules; and (b) ATL providing the Company with a nil variation notice issued by the Commissioner of Taxation under section 14-235 of Schedule 1 to the <i>Taxation Administration Act 1953</i> (Cth) varying ATL's foreign resident capital gains withholding liability under section 14-200 to zero.
Termination	Any party may, by giving not less than two (2) Business Days' notice to the others, terminate this SPA at any time before settlement of the SPA, if any Condition Precedent is not satisfied, or not waived by the End Date.
Offtake	Subject to settlement of the SPA, Lithium Star Pty Ltd has granted ATL an irrevocable right of first refusal to purchase up to 25% of the total lithium product produced from any project operated by or on behalf of Lithium Star Pty Ltd (Offtake Right), at the Preferred Price (being a CIF Incoterms 2020 price benchmarked to long-term lithium offtake contracts reflecting international market prices, subject to a discount in ATL's favour of no less than 8%).

1.2 General

As set out above at Section 1.1, this Resolution seeks Shareholder approval for the purposes of Listing Rule 7.1 for the issue of 12,500,000 Shares to ATL (or its nominees) in consideration for the acquisition of the Sale Shares.

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

The proposed issue falls within exception 17 of Listing Rule 7.2 which excludes from the restrictions in Listing Rules 7.1 and 7.1A an agreement to issue equity securities that is conditional on the holders of its ordinary securities approving the issue under Listing Rule 7.1 before the issue is made. The proposed issue therefore requires the approval of Shareholders under Listing Rule 7.1.

1.3 Technical information required by Listing Rule 14.1A

If this Resolution is passed, the Company will be able to proceed with the issue in satisfaction of the SPA. In addition, the issue will be excluded from the calculation of the number of equity securities that the Company can issue without Shareholder approval under Listing Rule 7.1.

If this Resolution is not passed, the Company will not be able to proceed with the issue. The Company may be required to re-negotiate the consideration payable under the SPA or terminate the SPA and not proceed with the Acquisition.

1.4 Technical information required by Listing Rule 7.3

REQUIRED INFORMATION	DETAILS
Names of persons to whom Securities will be issued or the basis on which those persons were or will be identified/selected	Amperex Technology Limited (or its nominees).
Number of Securities and class to be issued	12,500,000 Shares will be issued.
Terms of Securities	The Shares will be fully paid ordinary shares in the capital of the Company issued on the same terms and conditions as the Company's existing Shares.
Date(s) on or by which the Securities will be issued	The Company expects to issue the Shares within 5 Business Days of the Meeting. In any event, the Company will not issue any Shares later than three months after the date of the Meeting (or such later date to the extent permitted by any ASX waiver or modification of the Listing Rules).
Price or other consideration the Company will receive for the Securities	The Shares will be issued at a deemed issue price of \$0.16, in consideration for the acquisition of the Sale Shares.
Purpose of the issue, including the intended use of any funds raised by the issue	The purpose of the issue is to satisfy the Company's obligations under the SPA.
Summary of material terms of agreement to issue	The Shares are being issued under the SPA, a summary of the material terms of which is set out in Section 1.1.
Voting exclusion statement	A voting exclusion statement applies to this Resolution.

2. RESOLUTIONS 2 TO 4 – ISSUE OF PERFORMANCE RIGHTS TO DIRECTORS

2.1 General

These Resolutions seek Shareholder approval for the purposes of Chapter 2E of the Corporations Act and Listing Rule 10.14 for the issue of an aggregate of 56,000,000 Performance Rights to its Directors, John Prineas, John Dawson and Sarah Shipway (or their nominees) pursuant to the Incentive Plan (**Plan**).

The Company has agreed, subject to obtaining Shareholder approval to issue the Performance Rights in the proportions set out below, and otherwise on the terms and conditions set out in Schedule 1.

CLASS	QUANTUM	RECIPIENT	VESTING CONDITIONS
G	16,000,000	John Prineas	The Performance Rights will vest upon satisfaction of the Company reporting an Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC) minerals resource estimate in the measured & indicated category of no less than 50Mt @ 3.5% total rare earth oxide (TREO) at a cut-off of 2% TREO.
	6,000,000	John Dawson	
	6,000,000	Sarah Shipway	
H	16,000,000	John Prineas	Completion of and announcement to ASX of the results of, a Scoping Study (as that term is defined in clause 38 of the JORC Code 2012) in respect of a potential niobium mining operation at the Araxá Project, with the Scoping Study being prepared in accordance with the JORC Code 2012 and the outcomes of the Scoping Study demonstrating positive project economics evidenced by a positive pre-tax Net Present Value for the project using assumptions and parameters considered reasonable by the Board.
	6,000,000	John Dawson	
	6,000,000	Sarah Shipway	

2.2 Director recommendation

Each Director has a material personal interest in the outcome of these Resolutions, on the basis that all of the Directors (or their nominees) are to be issued Performance Rights should these Resolutions be passed. For this reason, the Directors do not believe that it is appropriate to make a recommendation on these Resolutions.

2.3 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:

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

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

The issue constitutes giving a financial benefit and each of the proposed recipients is a related party of the Company by virtue of being a Director.

As the Performance Rights are proposed to be issued to all of the Directors, the Directors are unable to form a quorum to consider whether one of the exceptions set out in sections 210 to 216 of the Corporations Act applies to the issue of the Performance Rights. Accordingly, Shareholder approval for the issue of Performance Rights to the Directors is sought in accordance with Chapter 2E of the Corporations Act.

2.4 Listing Rule 10.14

Listing Rule 10.14 provides that an entity must not permit any of the following persons to acquire equity securities under an employee incentive scheme without the approval of the holders of its ordinary securities:

- 10.14.1 a director of the entity;
- 10.14.2 an associate of a director of the entity; or
- 10.14.3 a person whose relationship with the entity or a person referred to in Listing Rules 10.14.1 to 10.14.2 is such that, in ASX's opinion, the acquisition should be approved by security holders.

The issue falls within Listing Rule 10.14.1 and therefore requires the approval of Shareholders under Listing Rule 10.14.

2.5 Technical information required by Listing Rule 14.1A

If these Resolutions are passed, the Company will be able to proceed with the issue within 15 months after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules). As approval pursuant to Listing Rule 7.1 is not required for the issue (because approval is being obtained under Listing Rule 10.14), the issue will not use up any of the Company's 15% annual placement capacity.

If any of these Resolutions, are not passed, the Company will not be able to proceed with the issue of the relevant Performance Rights and may be required to remunerate the relevant Directors by alternative means.

2.6 Technical Information required by Listing Rule 10.15 and section 219 of the Corporations Act

Pursuant to and in accordance with Listing Rule 10.15 and section 219 of the Corporations Act, the following information is provided in relation to Resolutions 2 to 4:

- (a) The proposed recipients of the Performance Rights are set out in Section 2.1;
- (b) Each of the proposed recipients falls within the category set out in Listing Rule 10.14.1 as they are a related party of the Company by virtue of being a Director. Any nominee(s) of the proposed recipients who receive Securities may constitute 'associates' for the purposes of Listing Rule 10.14.2;
- (c) The maximum number of Performance Rights to be issued (being the nature of the financial benefit proposed to be given) is 56,000,000 which will be allocated as set out in the table included at Section 2.1 above;
- (d) the terms and conditions of the Performance Rights are set out in Schedule 1;
- (e) a summary of the material terms and conditions of the Plan is set out in Schedule 3;
- (f) no loan is being made in connection with the acquisition of the Performance Rights;
- (g) the Company expects to issue the Performance Rights within 5 Business Days of the Meeting. In any event, the Company will not issue any Performance Rights later than 15 months after the date of the Meeting (or such later date as permitted by any ASX waiver or modification of the Listing Rules);
- (h) the issue price of the Performance Rights will be nil. The Company will not receive any other consideration in respect of the issue of the Performance Rights;
- (i) the purpose of the issue is to provide a performance linked incentive component in the remuneration package for the Directors to motivate and reward their performance as a Director and to provide cost effective remuneration to the Directors, enabling the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Directors;
- (j) the Company considers that each of the Directors will play a significant role in meeting the milestones attaching to the Performance Rights. Specifically, the Directors will be responsible for:
 - (i) determining the strategic direction of the Company, with the objective of creating Shareholder value through exploration success;
 - (ii) establishing and implementing the business strategies of the Company;
 - (iii) managing the business of the Company and planning, implementing and directing the operations of the Company; and

- (iv) monitoring risks facing the Company and its operations and endeavouring to minimise the Company's exposure to risk,
- (k) the Company has chosen to grant the Performance Rights to the Directors for the following reasons:
- (i) the Performance Rights are unlisted, therefore the grant of the Performance Rights has no immediate dilutionary impact on Shareholders;
 - (ii) the issue of the Performance Rights to the Directors will further align the interests of the Directors with those of Shareholders;
 - (iii) the issue of the Performance Rights is a reasonable and appropriate method to provide cost effective remuneration as the non-cash form of this benefit will allow the Company to spend a greater proportion of its cash reserves on its operations than it would if alternative cash forms of remuneration were given to the Directors; and
 - (iv) it is not considered that there are any significant opportunity costs to the Company or benefits foregone by the Company in granting the Performance Rights on the terms proposed,
- (l) the number of Performance Rights to be issued has been determined based upon a consideration of:
- (i) current market standards and/or practices of other ASX listed companies of a similar size and stage of development to the Company;
 - (ii) the remuneration of the proposed recipients; and
 - (iii) incentives to attract and ensure continuity of service of the proposed recipients who have appropriate knowledge and expertise, while maintaining the Company's cash reserves;
- (m) the total remuneration package for each of the Directors for the previous financial year and the proposed total remuneration package for the current financial year are set out below:

DIRECTOR	PROPOSED FINANCIAL YEAR ENDED 30 JUNE 2027	CURRENT FINANCIAL YEAR ENDED 30 JUNE 2026	PREVIOUS FINANCIAL YEAR ENDED 30 JUNE 2025
Mr John Prineas	\$672,000 ¹	\$531,125 ¹	\$390,250 ¹
Mr John Dawson	\$123,200 ²	\$96,421 ²	\$69,642 ²
Ms Sarah Shipway	\$257,600 ³	\$208,221 ³	\$158,842 ³

Notes:

1. Comprising director's salary and fees of \$350,000 and superannuation payments of \$40,250, from 1 January 2026 director's salary and fee is \$600,000 and superannuation payments of \$72,000.
2. Comprising director's salary and fees of \$62,460 and superannuation payments of \$7,182, from 1 January 2026 director's salary and fee is \$110,000 and superannuation payments of \$13,200.
3. Comprising director's and company secretarial salary and fees of \$142,459 and superannuation payments of \$16,383, from 1 January 2026 director's salary and company secretarial fee and fee is \$230,000 and superannuation payments of \$27,600.

- (n) The Company values the Performance Rights at \$0.117 per Performance Right based on the Black-Scholes methodology. Further information in respect of the valuation of the Performance Rights and the pricing methodology is set out in Schedule 2;
- (o) the Performance Rights are not being issued under an agreement;

- (p) the relevant interests of the Directors in securities of the Company as at the date of this Notice are set out below:

As at the date of this Notice

DIRECTOR	SHARES	PERFORMANCE RIGHTS	UNDILUTED	FULLY DILUTED
John Prineas	51,011,255	34,000,000	1.29%	1.73%
John Dawson	27,395,242	12,500,000	0.69%	0.81%
Sarah Shipway	13,726,402	12,500,000	0.35%	0.53%

Post issue of the Performance Rights to Related Parties

DIRECTOR	SHARES ¹	PERFORMANCE RIGHTS	UNDILUTED	FULLY DILUTED
John Prineas	51,011,255	66,000,000 ²	1.29%	2.36%
John Dawson	27,395,242	24,500,000 ³	0.69%	1.05%
Sarah Shipway	13,726,402	24,500,000 ⁴	0.35%	0.77%

Notes:

1. Fully paid ordinary shares in the capital of the Company (ASX: SGQ).
 2. Comprising:
 - (a) 2,000,000 Class E Performance Rights;
 - (b) 32,000,000 Performance Rights (these Performance Rights have vested but as at the date of this Notice have not been converted into Shares);
 - (c) 16,000,000 Class G Performance Rights (the subject of Resolution 2); and
 - (d) 16,000,000 Class H Performance Rights (the subject of Resolution 2).
 3. Comprising:
 - (a) 500,000 Class E Performance Rights;
 - (b) 12,000,000 Performance Right, (these Performance Rights have vested but as at the date of this Notice have not been converted into Shares); and
 - (c) 6,000,000 Class G Performance Rights (the subject of Resolution 3); and
 - (d) 6,000,000 Class H Performance Rights (the subject of Resolution 3).
 4. Comprising:
 - (a) 500,000 Class E Performance Rights;
 - (b) 12,000,000 Performance Rights, (these Performance Rights have vested but as at the date of this Notice have not been converted into Shares); and
 - (c) 6,000,000 Class G Performance Rights (the subject of Resolution 4); and
 - (d) 6,000,000 Class H Performance Rights (the subject of Resolution 4).
- (q) if the Performance Rights issued to the Directors are converted, a total of 56,000,000 Shares would be issued. This will increase the number of Shares on issue from 3,949,570,785 (being the total number of Shares on issue as at the date of this Notice) to 4,005,570,785 (assuming that no Shares are issued and no convertible securities vest or are exercised) with the effect that the shareholding of existing Shareholders would be diluted by an aggregate of 1.14%, comprising 0.65% by Mr Prineas and 0.24% by each of Mr Dawson and Ms Shipway;

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

	PRICE	DATE
Highest	\$0.180	15 October 2025
Lowest	\$0.022	2 and 3 June 2025
Last	\$0.110	27 May 2026

- (s) The Company obtained Shareholder approval to adopt the Plan at the annual general meeting held on 26 November 2025. No Performance Rights or Options have been issued to Directors under the Plan as at the date of this Notice;
- (t) details of any Securities issued under the Plan will be published in the annual report of the Company relating to the period in which they were issued, along with a statement that approval for the issue was obtained under Listing Rule 10.14;

Any additional persons covered by Listing Rule 10.14 who become entitled to participate in an issue of Securities under the Plan after these Resolutions are approved and who were not named in this Notice will not participate until approval is obtained under Listing Rule 10.14;
- (u) the Board is not aware of any other information that is reasonably required by Shareholders to allow them to decide whether it is in the best interests of the Company to pass these Resolutions ;
- (v) voting exclusion statements are included for these Resolutions; and
- (w) voting prohibition statements apply to these Resolutions.

GLOSSARY

\$ means Australian dollars.

ASIC means the Australian Securities & Investments Commission.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by ASX Limited, as the context requires.

ATL means Amperex Technology Limited.

Board means the current board of directors of the Company.

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

Chair means the chair of the Meeting.

Company means St George Mining Limited (ACN 139 308 973).

Constitution means the Company's constitution.

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

Directors means the current directors of the Company.

Explanatory Statement means the explanatory statement accompanying the Notice.

Key Management Personnel has the same meaning as in the accounting standards issued by the Australian Accounting Standards Board and means those persons having authority and responsibility for planning, directing and controlling the activities of the Company, or if the Company is part of a consolidated entity, of the consolidated entity, directly or indirectly, including any director (whether executive or otherwise) of the Company, or if the Company is part of a consolidated entity, of an entity within the consolidated group.

Listing Rules means the Listing Rules of ASX.

Meeting means the meeting convened by the Notice.

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

Performance Rights means a performance right in the Company, convertible into a Share upon satisfaction of the relevant milestone.

Proxy Form means the proxy form accompanying the Notice.

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

Sale Shares has the meaning given in Section 1.1.

Section means a section of the Explanatory Statement.

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

Shareholder means a registered holder of a Share.

SPA has the meaning given in Section 1.1.

WST means Western Standard Time as observed in Perth, Western Australia.

SCHEDULE 1 – TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

The following is a summary of the key terms and conditions of the Performance Rights:

Entitlement	Each Performance Right entitles the holder to subscribe for one Share upon conversion of the Performance Right.						
Plan	<p>The Performance Rights are granted under the Company's Employee Incentive Securities Plan (Plan).</p> <p>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.</p>						
Expiry Date	<p>Each Performance Right will expire on the earlier to occur of:</p> <p>(a) 1 year from the date of issue; or</p> <p>(b) the Performance Rights lapsing and being forfeited under the Plan,</p> <p>(Expiry Date).</p> <p>For the avoidance of doubt, any unconverted Performance Rights will automatically lapse on the Expiry Date.</p>						
Vesting Conditions	<p>The Performance Rights shall vest as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #003366; color: white;">CLASS</th> <th style="background-color: #003366; color: white;">VESTING CONDITION</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">G</td> <td>The Performance Rights will vest upon satisfaction of the Company reporting an Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC) minerals resource estimate in the measured & indicated category of no less than 50Mt @ 3.5% total rate earth oxide (TREO) at a cut-off of 2% TREO.</td> </tr> <tr> <td style="text-align: center;">H</td> <td>Completion of and announcement to ASX of the results of, a Scoping Study (as that term is defined in clause 38 of the JORC Code 2012) in respect of a potential niobium mining operation at the Araxá Project, with the Scoping Study being prepared in accordance with the JORC Code 2012 and the outcomes of the Scoping Study demonstrating positive project economics evidenced by a positive pre-tax Net Present Value for the project using assumptions and parameters considered reasonable by the Board.</td> </tr> </tbody> </table>	CLASS	VESTING CONDITION	G	The Performance Rights will vest upon satisfaction of the Company reporting an Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC) minerals resource estimate in the measured & indicated category of no less than 50Mt @ 3.5% total rate earth oxide (TREO) at a cut-off of 2% TREO.	H	Completion of and announcement to ASX of the results of, a Scoping Study (as that term is defined in clause 38 of the JORC Code 2012) in respect of a potential niobium mining operation at the Araxá Project, with the Scoping Study being prepared in accordance with the JORC Code 2012 and the outcomes of the Scoping Study demonstrating positive project economics evidenced by a positive pre-tax Net Present Value for the project using assumptions and parameters considered reasonable by the Board.
CLASS	VESTING CONDITION						
G	The Performance Rights will vest upon satisfaction of the Company reporting an Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC) minerals resource estimate in the measured & indicated category of no less than 50Mt @ 3.5% total rate earth oxide (TREO) at a cut-off of 2% TREO.						
H	Completion of and announcement to ASX of the results of, a Scoping Study (as that term is defined in clause 38 of the JORC Code 2012) in respect of a potential niobium mining operation at the Araxá Project, with the Scoping Study being prepared in accordance with the JORC Code 2012 and the outcomes of the Scoping Study demonstrating positive project economics evidenced by a positive pre-tax Net Present Value for the project using assumptions and parameters considered reasonable by the Board.						
Rights attaching to Performance Rights	<p>Prior to a Performance Right being converted, the holder:</p> <p>(a) does not have any interest (legal, equitable or otherwise) in any Share which may be issued on conversion of the Performance Right other than as expressly set out in the Plan;</p> <p>(b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;</p> <p>(c) is not entitled to receive any dividends declared by the Company;</p> <p>(d) is not entitled to a return of capital, whether in a winding up, upon a reduction of capital or otherwise</p> <p>(e) is not entitled to participate in the surplus profits or assets of the Company upon winding up; and</p> <p>(f) is not entitled to participate in any new issue of Shares.</p>						

Restrictions on dealing with Performance Rights	<p>The Performance Rights cannot be sold, assigned, transferred, have a security interest granted over, used to collateralise a margin loan, used for the purposes of short selling, made the subject of a Derivative, 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 Performance Right will be forfeited immediately on any purported sale, assignment, transfer, dealing or grant of a security interest other than in accordance with the Plan.</p> <p>A holder must not enter into any arrangement for the purpose of hedging their economic exposure to a Performance Right that has been granted to them.</p>
Forfeiture Conditions	<p>Performance Rights will be forfeited in the following circumstances:</p> <p>(a) Where a holder of Performance Rights is no longer employed or their office or engagement is discontinued, all unvested Performance Rights will automatically be forfeited by the holder.</p> <p>(b) Where the Board determines that a holder has:</p> <ul style="list-style-type: none"> (i) acted fraudulently or dishonestly; or (ii) acted negligently; or (iii) acted in contravention of a group policy, including but not limited to any one or more of the following: <ul style="list-style-type: none"> (A) anti-bribery and anti-corruption policy; (B) board charter; (C) continuous disclosure policy; (D) code of conduct; (E) securities trading policy, and in particular, where a Participant engages in trading during a blackout period or otherwise trades in a manner that may contravene the insider trading provisions in the Corporations Act; (F) social media policy; and (G) statement of values; or (iv) wilfully breached his or her duties to the group, including but not limited to breaching a material term of an employment, executive services or consultancy agreement (or equivalent), <p>the Board may in its discretion deem some or all Performance Rights held by that holder to have been forfeited.</p> <p>(c) Unless otherwise determined by the Board, a Performance Right which has not yet vested will be forfeited immediately on the date that the Board determines (acting reasonably and in good faith) that any applicable milestones have not been met or cannot be met by the relevant date.</p> <p>(d) A Performance Right held by a holder or nominated party (if applicable) in accordance with the Plan rules will be forfeited immediately on the date that the holder becomes Insolvent.</p> <p>(e) Any Performance Rights which have not yet vested will be automatically forfeited on the Expiry Date.</p> <p>(f) A holder may by written notice to the Company voluntarily forfeit their Convertible Securities for no consideration.</p> <p>Notwithstanding sections 8(a)-(e) (inclusive), the Board may decide (on any conditions which it thinks fit) that some or all of the holder's Performance Rights will not be forfeited at that time, but will be forfeited at</p>

	the time and subject to the conditions it may specify by written notice to the holder.
Conversion Notice	The Performance Rights may be converted during the Conversion Period (defined below) by delivery of a written notice specifying the number of Performance Rights being converted (Conversion Notice).
Conversion	Following vesting, each Performance Right may be converted into one Share at the election of the holder by delivery of a Conversion Notice to the Company at any time prior to the earlier of any date specified in the relevant Vesting Notice and the Expiry Date (Conversion Period).
Timing of issue of Shares and quotation of Shares on conversion	<p>Within 5 business days after the date that the Performance Rights are converted, the Company will:</p> <p>(a) issue the number of Shares required under these terms and conditions in respect of the number of Performance Rights converted;</p> <p>(b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and</p> <p>(c) if admitted to the Official List of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the conversion of the Performance Rights.</p> <p>If a notice delivered under paragraph 8(ii) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.</p>
Restrictions on transfer of Shares on conversion	<p>Shares issued on conversion of the Performance Rights are subject to the following restrictions:</p> <p>(a) all Shares issued on conversion of the 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</p> <p>(b) all Shares issued on conversion of the Performance Rights are subject to the terms of the Company's Securities Trading Policy as set out on the Company's website.</p>
Rights attaching to Shares on conversion	Shares issued upon conversion of the Performance Right will rank equally with the Shares of the Company.
Change of Control	<p>If a Change of Control Event occurs, or the Board determines that such an event is likely to occur, any unvested Performance Rights will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Performance Rights on a Change of Control Event is limited to vesting or varying the vesting conditions in respect of the Performance Rights and does not include a discretion to lapse or forfeit unvested Performance Rights for less than fair value.</p> <p>Change of Control Event means:</p> <p>(a) a change in Control of the Company;</p>

	<p>(b) where members of the Company approve any compromise or arrangement for the purpose of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with any other body corporate or bodies corporate (other than a scheme that does not involve a change in the ultimate beneficial ownership of the Company), which will, upon becoming effective, result in any person (either alone or together with its Associates) owning more than fifty per cent (50%) of Issued Capital;</p> <p>(c) where a person becomes the legal or the beneficial owner of, or has a Relevant Interest in, more than fifty per cent (50%) of Issued Capital;</p> <p>(d) where a person becomes entitled to acquire, hold or has an equitable interest in more than fifty per cent (50%) of Issued Capital; and</p> <p>(e) where a Takeover Bid is made to acquire more than fifty per cent (50%) of Issued Capital (or such lesser number of Shares that when combined with the Shares that the bidder (together with its Associates) already owns will amount to more than 50% of Issued Capital) and the Takeover Bid becomes unconditional and the bidder (together with its Associates) has a Relevant Interest in more than 50% of Issued Capital,</p> <p>but, for the avoidance of doubt, does not include any internal reorganisation of the structure, business and/or assets of the Group.</p>
Participation in new issues	Subject always to the rights under the "adjustment for bonus issues" and "reorganisation" holders of 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.
Adjustment for bonus issue	If the Company makes a bonus issue of Shares to the Company's existing shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment) the number of Shares which must be issued on the conversion of a Performance Right will be increased by the number of Shares which the holder would have received if the holder had converted the Performance Right before the record date for the bonus issue.
Reorganisation	If at any time the issued capital of the Company is reorganised (including any subdivision, consolidation, reduction, return or cancellation of such issued capital), all rights of a holder will be changed to the extent necessary to comply with the applicable Listing Rules at the time of the reorganisation.
Buy-Back	Subject to Applicable Law, the Company may at any time buy-back the Performance Rights and Shares issued upon conversion of the Performance Rights in accordance with the terms of the Plan.
Deferral of conversion if resulting in a prohibited acquisition of Shares	<p>If the conversion of a Performance Right would result in any person being in contravention of section 606(1) of the <i>Corporations Act 2001 (Cth)</i> (General Prohibition) then the conversion of that Performance Right shall be deferred until such later time or times that the conversion would not result in a contravention of the General Prohibition. In assessing whether a conversion of a Performance Right would result in a contravention of the General Prohibition:</p> <p>(a) holders may give written notification to the Company if they consider that the conversion of a Performance Right may result in the contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition; and</p>

	<p>(b) the Company may (but is not obliged to) by written notice to a holder request a holder to provide the written notice referred to in section 16(a) within 7 days if the Company considers that the conversion of a Performance Right may result in a contravention of the General Prohibition. The absence of such written notification from the holder will entitle the Company to assume the conversion of a Performance Right will not result in any person being in contravention of the General Prohibition.</p>
<p>ASX Listing Rule compliance</p>	<p>The Board reserves the right to amend any term of the Performance Rights to ensure compliance with the ASX Listing Rules.</p>

SCHEDULE 2 – VALUATION OF PERFORMANCE RIGHTS

The Performance Rights to be issued to the Directors pursuant to Resolutions 2 to 4 have been valued by internal management using the Black-Scholes model and based on the assumptions set out below:

ITEM	JOHN PRINEAS	JOHN DAWSON	SARAH SHIPWAY
Value of the underlying shares (\$)	\$0.117	\$0.117	\$0.117
Valuation date	26 May 2026	26 May 2026	26 May 2026
Expiry Date	26 May 2027	26 May 2027	26 May 2027
Volatility (discount)	107%	107%	107%
Risk-free interest rate	4.71%	4.71%	4.71%
Indicative value per incentive (\$)			
Number of Performance Rights issued	32,000,000	12,000,000	12,000,000
Value per Performance Right (\$)	\$0.117	\$0.117	\$0.117

SCHEDULE 3 – TERMS AND CONDITIONS OF PLAN

A summary of the material terms of the Company's 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 purpose of the Plan is to: <ul style="list-style-type: none"> (a) assist in the reward, retention and motivation of Eligible Participants; (b) link the reward of Eligible Participants to Shareholder value creation; and (c) align the interests of Eligible Participants with shareholders of the Group (being the Company and each of its Associated Bodies Corporate), by providing an opportunity to Eligible Participants to receive an equity interest in the Company in the form of Performance Rights and Options (Convertible 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).
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 <i>Income Tax Assessment Act 1997</i> (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 and make an invitation to that Eligible Participant to apply for any (or any combination of) Options and Performance Rights provided under the Plan on such terms and conditions as the Board decides. 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 Convertible Securities	Participant means an Eligible Participant who has been granted any Convertible Security under the Plan. The Company will, to the extent that it has accepted a duly completed application, grant the Participant the relevant number and type of Convertible Securities, subject to the terms and conditions set out in the invitation, the Plan rules and any ancillary documentation required.
Rights attaching to Convertible Securities	Prior to an Option or Performance Right being exercised, the holder: <ul style="list-style-type: none"> (a) does not have any interest (legal, equitable or otherwise) in any Share the subject of the convertible security other than as

	<p>expressly set out in the Plan;</p> <p>(b) is not entitled to receive notice of, vote at or attend a meeting of the shareholders of the Company;</p> <p>(c) is not entitled to receive any dividends declared by the Company; and</p> <p>(d) is not entitled to participate in any new issue of Shares (see 'Participation in entitlements and bonus issues' section below).</p>
<p>Restrictions on dealing with Convertible Securities</p>	<p>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.</p>
<p>Vesting of Convertible Securities</p>	<p>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.</p>
<p>Forfeiture of Convertible Securities</p>	<p>Convertible Securities will be forfeited in the following circumstances:</p> <p>(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);</p> <p>(b) in the case of unvested Convertible Securities only, where a Participant acts fraudulently or dishonestly, negligently, in contravention of any Group policy or wilfully breaches their duties to the Group;</p> <p>(c) where there is a failure to satisfy the vesting conditions in accordance with the Plan;</p> <p>(d) on the date the Participant becomes insolvent; or</p> <p>(e) on the expiry date of the Convertible Securities.</p>
<p>Listing of Convertible Securities</p>	<p>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 a Convertible Security granted under the Plan on the ASX or any other recognised exchange.</p>
<p>Exercise of Convertible Securities and cashless exercise</p>	<p>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.</p> <p>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:</p> $S = O * \frac{(MVS - EP)}{MVS}$

	<p>Where:</p> <p>S = number of Shares to be issued on the exercise of the Options.</p> <p>O = number of Options being exercised.</p> <p>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.</p> <p>EP = Exercise Price of the Options.</p> <p>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.</p> <p>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.</p>
Timing of issue of Shares and quotation of Shares on exercise	<p>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.</p>
Restriction periods and restrictions on transfer of Shares on exercise	<p>If the invitation provides that any Shares issued upon the valid exercise of a Convertible Security 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 the compliance by the Participant with this restriction.</p> <p>Additionally, Shares issued on exercise of the Convertible Securities are subject to the following restrictions:</p> <p>(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;</p> <p>(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</p> <p>(c) all Shares issued on exercise of the Convertible Securities are subject to the terms of the Company's Securities Trading Policy.</p>
Rights attaching to Shares on exercise	<p>All Shares issued upon exercise of a Convertible Security will rank equally in all respects with the Shares of the Company.</p>
Change of control	<p>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), unvested Convertible Securities will vest unless the Board determines in its discretion otherwise. The Board's discretion in determining the treatment of any unvested Convertible Securities on a change of control event is limited to vesting or varying any vesting conditions in respect to the Convertible Securities and does not include a discretion to lapse or forfeit unvested Convertible Securities for less than fair value.</p>
Participation in entitlements and bonus issues	<p>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.</p>

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.
Buy-Back	Subject to applicable law, the Company may at any time buy-back Convertible Securities or Shares issued upon exercise of Convertible Securities in accordance with the terms of the Plan.
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 securities for holders under the Plan and delivering Shares on behalf of holders upon exercise of Convertible Securities.
Amendment of Plan	<p>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.</p> <p>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.</p>
Plan duration	<p>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.</p> <p>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.</p>
Income Tax Assessment Act	The Plan is a plan to which Subdivision 83A-C of the <i>Income Tax Assessment Act 1997</i> (Cth) applies (subject to the conditions in that Act) except to the extent an invitation provides otherwise.
Withholding	Notwithstanding any other provision of the Plan rules, and without limiting the amounts which may be deducted or withheld under applicable laws, if a member of the Group, a trustee or the Plan administrator is obliged, or reasonably believes that it may have an obligation to account for any tax, or any superannuation amounts (or equivalent social security contributions, if applicable) 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.

Need assistance?



Phone:

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



Online:

www.investorcentre.com/contact



YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **10:00am (AWST) on Wednesday, 8 July 2026.**

Proxy Form

How to Vote on Items of Business

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

APPOINTMENT OF PROXY

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

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

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

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

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

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

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

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

PARTICIPATING IN THE MEETING

Corporate Representative

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

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is

Control Number: 188839

SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

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

By Fax:

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



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

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

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

Proxy Form

Please mark to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

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

the Chair of the Meeting **OR**

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

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chair of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the General Meeting of St George Mining Limited to be held at BDO Offices, Level 9, Mia Yellagonga Tower 2, 5 Spring Street, Perth, WA 6000 on Friday, 10 July 2026 at 10:00am (AWST) and at any adjournment or postponement of that meeting.

Chair authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chair of the Meeting as my/our proxy (or the Chair becomes my/our proxy by default), I/we expressly authorise the Chair to exercise my/our proxy on Resolutions 2, 3 and 4 (except where I/we have indicated a different voting intention in step 2) even though Resolutions 2, 3 and 4 are connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chair.

Important Note: If the Chair of the Meeting is (or becomes) your proxy you can direct the Chair to vote for or against or abstain from voting on Resolutions 2, 3 and 4 by marking the appropriate box in step 2.

Step 2 Items of Business

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

		For	Against	Abstain
Resolution 1	Approval to issue Shares to Amperex Technology Limited	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 2	Issue of Performance Rights to Director – Mr John Prineas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 3	Issue of Performance Rights to Director – Mr John Dawson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resolution 4	Issue of Performance Rights to Director – Ms Sarah Shipway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

Update your communication details (Optional)

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