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**AURA ENERGY LIMITED**

**ACN 115 927 681**

**ADDITIONAL DISCLOSURE- NOTICE OF ANNUAL GENERAL  
MEETING 2018**

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This additional disclosure is prepared in relation to the notice of the 2018 Annual General Meeting and should be read in conjunction with that notice. The meeting is to be held on Wednesday, 14 November 2018.

## 1. RESOLUTION 3 – RATIFICATION OF PRIOR ISSUE OF SHARES

The 3,236,162 shares referred to in this resolution were issued as follows:

- (a) 1,794,737 Shares were issued on 14 June 2018 to financial advisers and introducers in consideration for the services those parties provided in respect of two private placements of securities in the Company which occurred on 5 April 2018 and 14 June 2018. The services involved assistance with sourcing funds from the London market, and providing introductions to high wealth private investment groups for the purposes of those groups investing in the Company. At the time of issue the Shares were trading at 2.2 cents and so their value was equal to \$39,484; and
- (b) 1,441,425 Shares were issued on 19 September 2018 to a contractor of the Company in consideration of accounting, taxation, secretarial and business analysis services provided to the Company. At the time of issue the Shares were trading at 2.0 cents and so their value was equal to \$28,828.

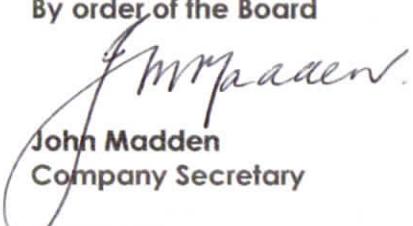
## 2. RESOLUTION 4 – RATIFICATION OF PRIOR GRANT OF OPTIONS

The 5,032,687 Options referred to in this resolution were granted on 14 June 2018 to financial advisers and introducers in consideration for the services those parties provided in respect of two tranches of private placements of securities in the Company which took place on 5 April 2018 and 14 June 2018 respectively. The services involved assistance with sourcing funds from the London market, and providing introductions to high wealth private investment groups for the purposes of those groups investing in the Company.

Please see the Schedule below for the terms of the Options.

**Dated: 26 October 2018**

**By order of the Board**

  
**John Madden**  
**Company Secretary**

### SCHEDULE

#### 1. Nature of Options

- (a) Each Option shall issue the holder of that Option the right to be issued one Share at an exercise price of \$0.033 per Option (**Option Exercise Price**).
- (b) Each Option shall be exercisable at any time after the time of its issue and prior to 30 September 2019, after which time it will lapse.

## 2. Exercise of Options

- (a) Without limiting the generality of, and subject to, the other provisions of the relevant engagement letter, an Option holder may exercise any of its Options at any time prior to their expiration, by delivery of:
- (i) a copy, whether facsimile or otherwise, of a duly executed Option exercise form substantially in the form attached to the Agreement as Annexure A (the **Exercise Form**), to the Company during normal business hours on any Business Day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Option holder); and
  - (ii) payment of an amount equal to the Option Exercise Price multiplied by the number of Shares in respect of which the Options are being exercised at the time (the **Exercise Price**), by wire transfer to the account specified by the Company from time to time or by bank draft delivered to the Company during normal business hours on any Business Day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the Option holder).
- (b) As soon as reasonably practicable, but in any event no later than one (1) Business Day after receipt of a duly completed Exercise Form and the payment referred to in clause 2(a)(ii), the Company shall cause its securities registrar to:
- (i) issue and electronically deliver the Shares in respect of which the Options are so exercised by the Option holder; and
  - (ii) provide to the Option holder holding statements evidencing that such Shares have been recorded on the Share register.

## 3. Bonus Issues

If, prior to an exercise of an Option, the Company makes an issue of Shares by way of capitalisation of profits or out of its reserves (other than pursuant to a dividend reinvestment plan), pursuant to an offer of such Shares to at least all the holders of Shares resident in Australia, then on exercise of the Option, the number of Shares over which an Option is exercisable shall be increased by the number of Shares which the holder of the Option would have received if the Option had been exercised before the date on which entitlements to the issue were calculated.

## 4. Rights Issues

If prior to an exercise of an Option, any offer or invitation is made by the Company to at least all the holders of Shares resident in Australia for the subscription for cash with respect to Shares, options or other securities of the Company on a pro rata basis relative to those holders' Share holding at the time of the offer, the Option Exercise Price shall be reduced as specified in the Listing Rules in relation to pro-rata issues (except bonus issues).

## **5. Reconstruction of Capital**

In the event of a consolidation, subdivision or similar reconstruction of the issued capital of the Company, and subject to such changes as are necessary to comply with the Listing Rules applying to a reconstruction of capital at the time of the reconstruction:

- (a) the number of the Shares to which each Option holder is entitled on exercise of the outstanding Options shall be reduced or increased in the same proportion as, and the nature of the Shares shall be modified to the same extent that, the issued capital of the Company is consolidated, subdivided or reconstructed (subject to the same provisions with respect to rounding of entitlements as sanctioned by the meeting of shareholders approving the consolidation, subdivision or reconstruction); and
- (b) an appropriate adjustment shall be made to the Option Exercise Price of the outstanding Options, with the intent that the total amount payable on exercise of the Options shall not alter.

## **6. Cumulative Adjustments**

Full effect shall be given to the provisions of paragraphs 3 to 5, as and when occasions of their application arise and in such manner that the effects of the successive applications of them are cumulative, the intention being that the adjustments they progressively effect will be such as to reflect, in relation to the Shares issuable on exercise of the Options outstanding, the adjustments which on the occasions in question are progressively effected in relation to Shares already on issue.

## **7. Notice of Adjustments**

Whenever the number of Shares over which an Option is exercisable, or the Option Exercise Price, is adjusted pursuant to this Agreement, the Company shall give notice of the adjustment to all the Option holders, within one (1) Business Day.

## **8. Rights Prior to Exercise**

Prior to its exercise, an Option does not confer a right on the Option holder to participate in a new issue of securities by the Company.

## **9. Redemption**

The Options shall not be redeemable by the Company.

## **10. Assignability and Transferability**

The Options shall be freely assignable and transferable, subject to the provisions of Chapter 6D of the Corporations Act and the applicable Law. The Company will not apply for quotation of the Options on ASX.