

**AURA MINERALS INC.**  
incorporated in the British Virgin Islands  
Company No. 1932701  
(the *Company*)

**CERTIFIED EXTRACT OF THE UNANIMOUS WRITTEN RESOLUTIONS OF THE DIRECTORS OF THE COMPANY**

This certified extract (given by the undersigned in his capacity as a duly authorised corporate secretary of the Company) of the unanimous written resolutions of the directors of the Company with an effective date of 12 July 2021 contains a copy of certain of the written resolutions of the board of directors of the Company that were duly passed without a meeting in accordance with the memorandum and articles of association of the Company, and have not been amended, varied, rescinded or revoked.

Extract:

**1. WHEREAS** the Company's Brazilian subsidiary, Aura Almas Mineração S.A., ("Almas") will issue 400,000 simple debentures pursuant to CVM Instruction No. 476 dated January 16, 2009, as amended ("CVM Instruction 476"), with an unit par value of R\$1,000.00, in the total amount of R\$400,000,000.00 ("Debentures"). The Debentures will have a 5-year term, counted as from the Issuance Date of the Debentures, which will be defined on the Private Instrument of Indenture of Public Issuance of Simple Debentures, Not Convertible into Shares, of the In-Rem Guarantee species with Additional Third-Party Guarantee, in a Single Series, of the 1st Issuance of Aura Almas Mineração S.A. ("Indenture"). On the unit par value or balance of the unit par value of the Debentures, it will be applied an interest rate corresponding to 100% of the accumulated variation of the DI Rate, exponentially increased by a surcharge of 4.35% per year, based on 252 (two hundred and fifty-two) Business Days, calculated exponentially and cumulatively pro rata temporis, per Business Days elapsed, from the First Payment Date of the Debentures, or from the payment date of the Immediately prior remuneration, as the case may be, up to the date of effective payment ("Interest Rate"). The Interest Rate will be calculated in accordance with the formula provided on the Indenture. All capitalized terms used herein shall have the meaning ascribed to them on the Indenture unless specifically defined otherwise.

**2. WHEREAS** it is a condition to the issuance of the debentures, that the Company executes and delivers: **a)** Fiduciary Sale of Shares and Other Covenants Agreement substantially in the form of the draft attached hereto as Exhibit A ("Instrumento Particular de Alienação Fiduciária de Ações e Outras Avenças" or "Agreement"); and **b)** a guarantee substantially in the form of the draft attached hereto as Exhibit B (the "Debentures Guarantee") to secure the obligations of Almas in connection with the Debentures issuance.

**3. WHEREAS** the guarantee package for the Debentures also includes the following assets, held by some of the Company's subsidiaries in Brazil: Guarantee ("Fiança") from Mineração Apoena S.A. and Aura Gold Mineração Ltda; pledge on the Mineral Rights of Almas.

**4. WHEREAS** Almas will execute a Global Derivatives Agreement (Contrato Global de Derivativos) and an Amendment thereto (Apêndice ao Contrato Global de Derivativos) (jointly, "Global Derivatives Agreement") with Banco BTG Pactual S.A. and for each swap transaction under the Global Derivatives Agreement, a confirmation notice will be issued to the Company with the terms of each transaction ("Confirmation").

**5. WHEREAS** Almas, in order to hedge the Debentures issuance, will execute a specific swap transaction ("Specific Swap") under the Global Derivatives Agreement which conditions will mirror the Debentures interest and principal payment periods. The Specific Swap will be in the amount of R\$ 400,000,000.00 to US

Dollars and will have a 5-year term. The Company will receive an interest rate corresponding to 100% of the accumulated variation of the DI Rate, increased by a surcharge of 4.35% per year in Brazilian Reais and will pay, in exchange, the BLR / USD variation plus a fixed rate fee of up to 5.85% per year in USD. The Specific Swap will have a R\$ 150,000,000.00 Market-to-Market limit before any margin is required to be paid Almas.

**6. WHEREAS** it is a condition to the Specific Swap, that the Company executes and delivers a guarantee substantially in the form of the draft attached hereto as Exhibit C to secure the obligations of Almas in connection with the Specific Swap ("Swap Guarantee").

**7. WHEREAS** the guarantee package for the Specific Swap also includes a Guarantee ("Fiança") from Mineração Aipoena S.A. and Aura Gold Mineração Ltda.

**8. WHEREAS** the Debentures, the Agreement, the pledge on the Mineral Rights of Almas and the Global Derivatives Agreement, as customary for this type of transaction, includes certain covenants, representation and warranties.

**9. WHEREAS** the Company's involvement in the transactions described herein will not generate any income or any other economic or valuable revenue for the Company and would therefore not be regarded as a "relevant activity" for the purposes of the Economic Substance (Companies and Limited Partnerships) Act 2018, as amended.

**10. WHEREAS** the Directors carefully considered the arrangement to be put into effect in connection with the foregoing.

**11. NOW THEREFORE BE IT RESOLVED** that after due consideration, the Company approves the Debentures, the guarantee package for the Debentures, the Global Derivatives Agreement, the guarantee package for the Specific Swap and any other arrangements to be put into effect in connection with the foregoing.

**12. IT WAS RESOLVED** that the Company approves the Agreement, the Debentures Guarantee and the Swap Guarantee referred in items above, with such changes therein and additions thereto as may be approved or deemed necessary, appropriate or advisable by any Authorized Signatory (as defined below) of the Company executing the same, the execution thereof by such Authorized Signatory to be conclusive evidence of such approval or determination and that it was in the best interest of, and commercial benefit to, the Company to enter into the Agreement, the Debentures Guarantee and the Swap Guarantee.

**13. IT WAS RESOLVED** that any director or any of Rodrigo Barbosa, Joao Kleber Cardoso or Gabriel Catalani (individually "Authorized Signatory" and collectively "Authorized Signatories") be, an each of them hereby authorized severally to execute and deliver, in the name and on behalf of the Company, the Agreement, the Debentures Guarantee and the Swap Guarantee and any other document contemplated thereby or executed and delivered in connection therewith ("Related Documents"), under hand or under common seal of the Company (or otherwise as a deed) with such changes, additions, modifications and terms as Authorized Signatory executing the Agreement, the Debentures Guarantee and the Swap Guarantee and/or any Related Documents in his or her sole discretion shall approve, the execution thereof by such Authorized Signatory to be conclusive evidence of such approval. Any document which is required or desirable to be executed as a deed may be executed as a deed by any Authorized Signatory.

**14. IT WAS RESOLVED** that each Director does not, nor might be seen to have, a financial or other interest in the Agreement, the Debentures Guarantee and the Swap Guarantee, the transactions contemplated herein, or any other party to those transactions.

**15. IT WAS RESOLVED** that the current financial position of the Company, and immediately after the execution of the Agreement, the Debentures Guarantee and the Swap Guarantee and transactions contemplated herein, the value of the Company's assets will exceed its liabilities and that the Company will be able to pay its debts as they fall due.

**16. IT WAS RESOLVED** that a copy or an extract of these resolutions may be supplied to whomever it is deemed necessary as evidence of the approval and authorization by the Company of entry into and execution of the Agreement, the Debentures Guarantee and the Swap Guarantee.

**17. IT WAS RESOLVED** that a copy, a summary or an extract of these written resolutions may be supplied to the Brazilian Securities and Exchange Commission (Comissão de Valores Mobiliários, or CVM) (or to its legal advisors) as evidence of the approval and authorization by the Company of the matters resolved upon and approved in these written resolutions.

**18. IT WAS RESOLVED** that any of the foregoing matters, that have been done on or before the date hereof of these resolutions be and are hereby adopted, ratified, confirmed and approved.

**19. IT WAS FURTHER RESOLVED** that these written resolutions may be signed in any number of counterparts, all of which taken together constitute one and the same document.

**20. IN WITNESS WHEREOF** the undersigned have executed this Unanimous Written Resolutions of the Directors of the Company, and the written resolutions are effective when the last signatory signs them.

This certified extract has been produced because the complete unanimous written resolutions of the directors of the Company with an effective date of 12 July 2021, contains information which is sensitive, private and confidential to Company and/or its business affairs.

You may assume that all of the information in this certified extract remains true and correct unless and until you are notified otherwise in writing.

DocuSigned by:  
  
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Name: Joao Kleber Cardoso  
Corporate Secretary

Date July 20, 2021