

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF NOTEHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM THEIR BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER.**

## **Nativo Resources Plc**

*(incorporated under the laws of England and Wales)*

**(the "Issuer")**

### **NOTICE OF ADJOURNED MEETING**

**to eligible holders of its outstanding  
EUR 10,000,000 Nominal Variable Rate Redeemable Secured Notes 2032 (XS1614175567) (the  
"Notes")**

Reference is made to the notice of meeting of the holders of the Notes (the **"Noteholders"**) issued on 20 May 2025 (the **"Notice of Meeting"**).

The meeting of the Noteholders convened by the Issuer was held at the offices of Peterhouse Capital Limited, 3<sup>rd</sup> Floor, 80 Cheapside, London EC2V 6EE on 12 June 2025 at 10.00 a.m. (London time). Noteholders were able to attend in person or by proxy. The meeting was adjourned for want of a quorum.

**NOTICE IS HEREBY GIVEN**, pursuant to paragraph 7 of Schedule 3 (*Provisions for Noteholders Meetings*) of the Trust Deed, that an adjourned meeting (the **"Meeting"**) of the holders of the Notes (the **"Noteholders"**) convened by the Issuer will be held at the offices of Peterhouse Capital Limited, 3<sup>rd</sup> Floor, 80 Cheapside, London EC2V 6EE on 30 June 2025 (the **"Adjourned Meeting Date"**) for Noteholders to attend in person or by proxy, for the purpose of considering and, if thought fit, passing the resolutions set out below, which will be proposed as an Extraordinary Resolution at the Meeting in accordance with the provisions of the conditions and the trust deed dated 15 May 2017, as amended and/or supplemented from time to time (the **"Trust Deed"**), made between the Issuer and Apex Corporate Trustees (UK) Limited (formerly Capita Trust Company Limited) as trustee (the **"Trustee"**).

The Meeting will commence at 10.00 a.m. (London time) on the Adjourned Meeting Date.

**Pursuant to Condition 13.1 and paragraph 6 of Schedule 3 (*Provisions for Noteholders Meetings*) of the Trust Deed, the quorum for the Meeting is one or more persons holding or representing not less than 25 per cent. of the aggregate principal amount of the outstanding Notes.**

**NOTEHOLDERS THAT HAVE NOT ALREADY VOTED ARE URGED TO VOTE BY WAY OF ELECTRONIC VOTING INSTRUCTIONS TO BE SUBMITTED BY DIRECT PARTICIPANTS TO THE INFORMATION AND TABULATION AGENT THROUGH THE RELEVANT CLEARING SYSTEM AND IN ACCORDANCE WITH THE REQUIREMENTS OF SUCH CLEARING SYSTEM BY THE RELEVANT DEADLINE.**

Unless the context otherwise requires, capitalised terms used but not defined in this Notice shall have the meaning given in the Trust Deed, the terms and conditions of the Notes (the **"Conditions"**) or the Extraordinary Resolution, as applicable.

**EXTRAORDINARY RESOLUTION  
IN RESPECT OF THE EUR 10,000,000 NOMINAL VARIABLE RATE REDEEMABLE  
SECURED NOTES 2032 (ISIN: XS1614175567)**

"THAT this Meeting of the holders (together, the "**Noteholders**") of the outstanding EUR 10,000,000 Nominal Variable Rate Redeemable Secured Notes 2032 (the "**Notes**") of Nativio Resources Plc (the "**Issuer**"), issued with the benefit of a trust deed dated 15 May 2017, as amended and/or supplemented from time to time (the "**Trust Deed**") and made between the Issuer and Apex Corporate Trustees (UK) Limited (formerly Capita Trust Company Limited) as trustee (the "**Trustee**") HEREBY:

1. assents to, and sanctions, and directs and empowers and approves the Trustee to agree to the modification of terms and conditions of the Notes (the "**Conditions**") by:
  - (i) the deletion of Condition 4.1 (*Asset Disposal*), Condition 4.2 (*Exploration Wells*) and Condition 4.3 (*Asset Acquisitions*) in their entirety;
  - (ii) the following modifications of Condition 5.1 (*Interest Rate and Interest Payment Dates*) and Condition 5.3 (*Calculation of Interest*), and
  - (iii) the addition of the following new Condition 5B (*Conversion of Notes and Interest*)

by way of a supplemental trust deed which, subject to the terms hereof, will be entered into by the Issuer and the Trustee (the "**Supplemental Trust Deed**")

Condition 5.1 (*Interest Rate and Interest Payment Dates*) is replaced in its entirety as follows:

"The Notes bear interest from and including 30 May 2017 (the "**Interest Commencement Date**") at the rate of (i) 8.00 per cent. per annum with respect to interest accruing from the Interest Commencement Date and until (but excluding) 30th September 2022, (ii) 2.00 per cent. per annum with respect to interest accruing from 30th September 2022 and until (but excluding) 20<sup>th</sup> May 2025, and (iii) 0.00 per cent. per annum with respect to interest accruing from 20<sup>th</sup> May 2025, payable:

- (A) with respect to interest accruing from the Interest Commencement Date and until (but excluding) 31st December 2019, on 31st March, 30th June, 30th September and 31st December, in each year of 2017, 2018 and 2019 (as applicable), beginning on 30 June 2017;
- (B) with respect to interest accruing from 31st December 2019 and until (but excluding) the Conversion Date and in relation only to the Notes that will be converted pursuant to the Conversion, on the Conversion Date;
- (C) with respect to interest accruing from 31st December 2019 and until (but excluding) 30th September 2024, subject to paragraph (B) above and Condition 5A (*Conversion of Interest*), on 15th May 2032; and
- (D) with respect to interest accruing from 30th September 2024 and until (but excluding) 31<sup>st</sup> March 2025, on 31<sup>st</sup> December 2024 and 31<sup>st</sup> March 2025 (as applicable); and
- (E) with respect to interest accruing from 31<sup>st</sup> March 2025, on 15 May 2032,

subject as provided in Condition 6 (*Payments*) (each such date when interest is payable, excluding the Conversion Date and 15th May 2032, an "**Interest Payment Date**").

Each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "**Interest Period**".

For the purposes of this Condition 5.1 (*Interest Rate and Interest Payment Dates*):

"**Conversion**" means the conversion of 50% of the outstanding principal amount of the Notes, together with accrued interest thereon, into ordinary shares of the Issuer at a price of 0.45 pence per ordinary share, pursuant to the terms of an extraordinary resolution of the Noteholders passed in September or October 2022; and

"**Conversion Date**" means the date of the Conversion."

Condition 5.3 (*Calculation of Interest*) is replaced in its entirety as follows:

“Where interest is to be calculated on the Notes for any period (including an Interest Period) it shall be calculated at the rates referred to in Condition 5.1 (Interest Rate and Interest Payment Dates) on the principal amount of the Notes and on the basis of the actual number of days elapsed and a year of 365 days.”

Condition 5B (Conversion of Notes and Interest) is inserted as a new Condition as follows:

“5B.1 The Issuer may, at any time after either (a) the Market Capitalisation Threshold has been met or (b) 1 January 2032 (the relevant date being the "**Final Conversion Date**"), but no later than 31 March 2032, elect, by notice to the Trustee, the Noteholders and the Agents (the "**Final Election Notice**"), to convert all of the outstanding Notes and the accrued and unpaid interest on the outstanding Notes, to Ordinary Shares at a 10 per cent discount to the price (calculated by the Issuer) equal to the volume weighted average price of an Ordinary Share as derived from IRESS or Factset or Bloomberg, at the Issuer's discretion, for the 10 Business Days before the Final Conversion Date (in each case as determined by the Issuer) (the "**Final Conversion Price**").

5B.2 Subject to the Issuer (i) having obtained the Corporate Authorities; and (ii) having issued a Final Election Notice to the Trustee, the Noteholders and the Agents, the Issuer shall, no later than ten (10) Business Days after the Final Conversion Date, send a notice to the Trustee and the Noteholders (the "**Final Conversion Notice**") informing them that all of the outstanding Notes and the accrued and unpaid interest on all outstanding Notes (the "**Final Redemption Amount**"), will be converted to Ordinary Shares at the Final Conversion Price on a specified date within 15 Business Days after the Final Conversion Date (which notice shall be irrevocable).

5B.3 Upon the issue of a Final Conversion Notice pursuant to Condition 5B.2 above, the Issuer shall deliver to the Principal Paying Agent, the Registrar and the Shares Registrar a certificate signed by two authorised signatories of the Issuer stating (i) that a Final Conversion Notice has been issued in relation to the Final Conversion Date; and (ii) the Final Redemption Amount.

5B.4 The number of Ordinary Shares to be issued shall be delivered by the Issuer to the Shares Registrar and such number shall be calculated by the Issuer by dividing the Final Redemption Amount (as converted into Sterling at the relevant exchange rate provided by the Bank of England on the Final Conversion Date) by the Final Conversion Price. The resulting number of Ordinary Shares shall be rounded down to the nearest whole number. The Issuer shall issue and allot the relevant Ordinary Shares on the date specified in the Final Conversion Notice within 15 Business Days of the Final Conversion Date (the "**Final Allotment and Issue Date**") in respect of the relevant Final Redemption Amount to each holder shown on the register of Noteholders at the close of business on the Clearing System Business Day before the Final Conversion Date. The issue and allotment of Ordinary Shares in accordance with this Condition 5B shall discharge the outstanding Notes and relevant interest in an amount equal to the Final Redemption Amount.

5B.5 If the Issuer has been unable to appoint a Shares Registrar, it shall make such other arrangements for the issuance and delivery of the Ordinary Shares to be issued and delivered upon conversion to the Noteholders as it shall consider reasonable in the circumstances, which may include issuing and delivering the Ordinary Shares to another independent nominee or to the Noteholders directly, which issuance and delivery of the Ordinary Shares shall irrevocably and automatically release all of the Issuer's obligations in relation to the Final Redemption Amount as if the relevant Ordinary Shares had been issued and delivered to the Shares Registrar and, in which case, where the context so admits, references in these Conditions to the issue and delivery of Ordinary Shares to the Shares Registrar shall be construed accordingly and apply mutatis mutandis.

5B.6 (Except where the Issuer has been unable to appoint a Shares Registrar) the Ordinary Shares shall be issued and delivered to the Shares Registrar on or before the Final Allotment and Issue Date. By virtue of its holding of any Note, each Noteholder shall be deemed to have irrevocably directed the Issuer to issue and deliver such Ordinary Shares to the Shares Registrar. The Ordinary Shares will be delivered to Noteholders by the Shares Registrar on the Final Allotment and Issue Date in uncertificated form through Euroclear or Clearstream, Luxembourg, unless at the relevant time the Ordinary Shares are not a participating security in Euroclear or Clearstream, Luxembourg, in which case the Ordinary Shares will be delivered either in the form required by the relevant clearing system in which the Ordinary Shares are a participating security or in certificated form.

5B.7 Fractions of Ordinary Shares will not be delivered to the Shares Registrar or to Noteholders upon a

conversion and no cash payment will be made in lieu thereof.

5B.8 Upon conversion, the Final Redemption Amount will be written down in full. Noteholders shall be deemed to have waived all rights and claims in respect of the Final Redemption Amount and shall be deemed irrevocably to have directed and authorised the Issuer to apply such Final Redemption Amount on their behalf in paying up the relevant fully-paid Ordinary Shares to be issued and delivered to the Shares Registrar on conversion of the Final Redemption Amount.

5B.9 Any determination or calculation made by the Issuer pursuant to this Condition 5B including, but not limited to, in relation to whether any Final Election Notice has been properly completed and delivered as provided in these Conditions, shall be made by the Issuer in its sole and absolute discretion and shall be conclusive and binding on the Noteholders.

5B.10 Neither the Trustee nor the Issuer shall be liable for any taxes or capital, stamp, issue, registration or transfer taxes or duties arising on conversion or that may arise or be paid as a consequence of the delivery of Ordinary Shares upon conversion. A Noteholder must pay any taxes and capital, stamp, issue, registration and transfer taxes and duties arising for it on conversion in connection with the issue and delivery of Ordinary Shares to the Shares Registrar on behalf of such Noteholder and the delivery of Ordinary Shares by the Shares Registrar to such Noteholder and such Noteholder must pay all, if any, such taxes or duties arising by reference of any disposal or deemed disposal of the Final Redemption Amount and/or the issue or delivery to it of any Ordinary Shares. Where a Noteholder does not pay such taxes or capital, stamp, issue, registration or transfer taxes or duties in accordance this Condition 5B, the Issuer shall be entitled (at its sole discretion) to satisfy all or part of the liability in any way it sees fit including, but not limited to, the sale of the Noteholder's Ordinary Shares.

5B.11 The Ordinary Shares shall be credited as fully paid and rank *pari passu* with the Ordinary Shares in issue on the Final Allotment and Issue Date and shall carry the right to receive all dividends and other distributions declared on or after the Final Allotment and Issue Date.

5B.12 Whilst the Ordinary Shares are at any time admitted to trading on AIM or to the Official List of the FCA, the Issuer shall use its reasonable endeavours to obtain admission to trading on AIM or listing (as the case may be) of the Ordinary Shares on or within 3 Business Days after allotment of the same.

5B.13 The Issuer undertakes that, while any Notes remain outstanding, it shall (pending the issue of the Ordinary Shares in accordance with this Condition 5B):

- (a) not permit its shareholders to alter the articles of association of the Issuer in any way which would adversely affect the rights of the Noteholders without the approval of the Noteholders; and
- (b) not create any new class of equity share capital or issue any new equity shares other than equity shares in a class already created or, unless the Noteholders' prior approval is obtained, in any way modify the rights attaching to any shares.

For the purposes of this Condition 5B (*Conversion of Notes and Interest*):

**"Business Day"** means a day, other than a Saturday or a Sunday, on which banks generally are open for business in London

**"Clearing System Business Day"** means a Business Day that Euroclear and Clearstream, Luxembourg are operating.

**"Corporate Authorities"** means the corporate authorities necessary to issue and allot a sufficient number of Ordinary Shares on the Final Allotment and Issue Date, including a "whitewash" resolution to approve Noteholders holding more than 29.9% of the Issuer's issued share capital (if required and/or if relevant).

**"Market Capitalisation Threshold"** means the market capitalisation of the Issuer exceeding £35 million for at least 10 consecutive Business Days, derived from IRESS or Factset or Bloomberg, at the Issuer's discretion.

**"Ordinary Shares"** means shares of the Issuer of 0.15 pence each (or such other applicable nominal value from time to time) having the rights set out in the Issuer's constitutional documents.

**"Shares Registrar"** means MUFG Corporate Markets or any other shares registrar the Issuer may appoint from time to time.

2. authorises, directs, requests and empowers:
  - (a) the Trustee to execute and deliver the Supplemental Trust Deed to effect the modifications referred to in paragraph 1 of this Extraordinary Resolution, in the form or substantially in the form of the draft produced to this Meeting and for the purpose of identification signed by the chairman thereof; and
  - (b) the Trustee to execute and to concur, approve, execute, deliver (if applicable) and do all such deeds, acts and things as may be necessary, desirable or expedient in the sole opinion of the Trustee to carry out and to give effect to this Extraordinary Resolution, and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
3. discharges and exonerates the Trustee from all liability for which it may have become or may become responsible under the Trust Deed, the Notes or any Transaction Document (as defined in the Trust Deed) or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Supplemental Trust Deed, the Notice or this Extraordinary Resolution;
4. irrevocably waives any claim that the Noteholders may have against the Trustee arising as a result of any loss or damage which the Noteholders may suffer or incur as a result of the Trustee acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Noteholders further confirm that the Noteholders will not seek to hold the Trustee liable for any such loss or damage;
5. expressly agrees and undertakes to indemnify and hold harmless the Trustee from and against all losses, liabilities, damages, costs, charges and expenses which may be suffered or incurred by it as a result of any claims (whether or not successful, compromised or settled), actions, demands or proceedings brought against the Trustee and against all losses, costs, charges or expenses (including legal fees) which the Trustee may suffer or incur which in any case arise as a result of the Trustee acting in accordance with the Extraordinary Resolution and the Trust Deed;
6. sanctions and assents to every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Issuer, whether or not such rights arise under the Conditions, the Trust Deed or any other Transaction Documents involved in, resulting from or to be effected by the amendments referred to in paragraph 1 of this Extraordinary Resolution and their implementation or the Supplemental Trust Deed;
7. approves that the Trustee be and is hereby authorised and instructed not to obtain any legal opinions in relation to, or to enquire into the power and capacity of any person to enter into the Supplemental Trust Deed or any other document necessary, desirable or expedient in connection with the modifications referred to paragraphs 1 of this Extraordinary Resolution or the due execution and delivery thereof by any party thereto or the validity and enforceability thereof;
8. waives any and all requirements, restrictions and conditions precedent set forth in the Transaction Documents on any person, in implementing the Supplemental Trust Deed or this Extraordinary Resolution;  
and
9. confirms that the Noteholders have formed their own view in relation to the actions contemplated under the Supplemental Trust Deed without any reliance on the Trustee.

## BACKGROUND TO THE PROPOSALS

### BACKGROUND

The background is set out in the Consent Solicitation Memorandum under 'Background to the Proposals'. Noteholders may obtain, from the date of this Notice, a copy of the Consent Solicitation Memorandum from the Issuer.

### DETAILS OF THE PROPOSALS

If the Proposals are approved by the Noteholders, (i) the deletion of Condition 4.1 (*Asset Disposal*), Condition 4.2 (*Exploration Wells*) and Condition 4.3 (*Asset Acquisitions*), (ii) certain modifications to Condition 5.1 (*Interest Rate and Interest Payment Dates*) and Condition 5.3 (*Calculation of Interest*); and (iii) the addition of new Condition 5B (*Conversion of Notes and Interest*), will take effect on the Implementation Date (as defined in the Consent Solicitation Memorandum) being the date on which the Issuer and the Trustee will enter into the Supplemental Trust Deed.

#### The Final Conversion

It is proposed that the Issuer have the right to elect (a) after the Market Capitalisation Threshold has been met or (b) after 1 January 2032 but no later than 31 March 2032, to convert the outstanding principal amount of the Notes, together with accrued and unpaid interest thereon, into Ordinary Shares of the Issuer at a 10 per cent discount to the price (calculated by the Issuer) equal to the volume weighted average price of an Ordinary Share (the "**Final Conversion**"). Details relating to the any Final Conversion are set out under "*Consent Solicitation – Final Conversion*" of the Consent Solicitation Memorandum and in the Extraordinary Resolution.

#### **Amendments to Condition 4.1 (*Asset Disposal*), Condition 4.2 (*Exploration Wells*) and Condition 4.3 (*Asset Acquisitions*)**

It is proposed that Condition 4.1 (*Asset Disposal*), Condition 4.2 (*Exploration Wells*) and Condition 4.3 (*Asset Acquisitions*) be deleted in their entirety.

#### **Amendments to Condition 5.1 (*Interest Rate and Interest Payment Dates*)**

It is proposed that Condition 5.1 (*Interest Rate and Interest Payment Dates*) be amended by the Supplemental Trust Deed in order to provide that all and any interest on the Notes, (i) accruing from 30<sup>th</sup> September 2022 and until (but excluding) 20<sup>th</sup> May 2025 will accrue at a rate of 2% per annum and (ii) accruing from 20<sup>th</sup> May 2025 will accrue at a reduced rate of 0.00% per annum and interest accruing from 31<sup>st</sup> March 2025 shall be payable on 15 May 2032. The proposed amendments to Condition 5.1 (*Interest Rate and Interest Payment Dates*) are set out in the Extraordinary Resolution.

#### **Amendments to Condition 5.3 (*Calculation of Interest*)**

It is proposed that Condition 5.3 (*Calculation of Interest*) be amended by the Supplemental Trust Deed in order to provide that any interest calculated on the Notes for any period (including an Interest Period) shall be calculated at the rates referred to in Condition 5.1 (*Interest Rate and Interest Payment Dates*). The proposed amendments to Condition 5.3 (*Calculation of Interest*) are set out in the Extraordinary Resolution.

#### **Inclusion of a new Condition 5B (*Conversion of Notes and Interest*)**

It is proposed that a new Condition 5B (*Conversion of Notes and Interest*) be inserted into the Supplemental Trust Deed in order to provide that the Issuer may, at any time after either (a) the Market Capitalisation Threshold has been met or (b) 1 January 2032 (the relevant date being the "**Final Conversion Date**"), but no later than 31 March 2032, elect, by notice to the Trustee, the Noteholders and the Agents, to convert all of the outstanding Notes and the accrued and unpaid interest on the outstanding Notes, to Ordinary Shares at a 10% discount to the price (calculated by the Issuer) equal to the volume weighted average price of an Ordinary Share as derived from IRESS or Factset or Bloomberg, at the Issuer's discretion, for the 10 Business Days before the Final Conversion Date (in each case as determined by the Issuer).

The terms of the proposed new Condition 5B (*Conversion of Notes and Interest*) are set out in the Extraordinary Resolution.

## **DOCUMENTS AVAILABLE FOR DISTRIBUTION**

The following documents (as applicable) are available for distribution: (a) at any time during normal business hours on any weekday (Saturdays, Sundays and bank and other public holidays excepted) prior to and during the Meeting, by emailing the Issuer at [info@nativoresources.com](mailto:info@nativoresources.com); and (b) at the Meeting by emailing DMH Stallard LLP at [chris.simmons@dmhstallard.com](mailto:chris.simmons@dmhstallard.com) for 15 minutes before the Meeting:

- the Consent Solicitation Memorandum;
- the Notice;
- the Trust Deed;
- the Agency Agreement;
- the current draft of the Warrant Instrument (as defined in the Consent Solicitation Memorandum);
- the Delivery Notice (as defined in the Consent Solicitation Memorandum); and
- the current draft of the Supplemental Trust Deed.

Any revised version of the draft Supplemental Trust Deed will be made available as described above and marked to indicate changes to the draft made available on the date of the Consent Solicitation Memorandum and will supersede the previous drafts of the Supplemental Trust Deed and Noteholders will be deemed to have notice of any such changes. Any revised versions of the Supplemental Trust Deed shall be automatically available to any Noteholders who have previously obtained copies of the Supplemental Trust Deed. Any revisions to the Supplemental Trust Deed shall be made at least 48 hours before the Expiration Deadline for the Adjourned Meeting.

A Noteholder will be required to produce evidence satisfactory to the Issuer or DMH Stallard LLP (as applicable) as to its status as a Noteholder and that it is a person to whom the Proposals are being made (pursuant to the offer and distribution restrictions referred to above) or to whom it is lawful to send the documents available for distribution and to make an invitation pursuant to the Proposals under applicable laws before being sent a copy of any document available for distribution.

## **CONSENT SOLICITATION**

Subject to the offer and distribution restrictions set out in the Consent Solicitation Memorandum, Noteholders may obtain, from the date of this Notice, a copy of the Consent Solicitation Memorandum from the Issuer, the contact details for whom are set out below. A Noteholder will be required to produce evidence satisfactory to the Issuer as to its status as a Noteholder and that it is a person to whom the Proposals are being made (pursuant to the offer and distribution restrictions referred to above) or to whom it is lawful to send the Consent Solicitation Memorandum and to make an invitation pursuant to the Proposals under applicable laws before being sent a copy of the Consent Solicitation Memorandum.

Pursuant to the Consent Solicitation, Noteholders from whom a valid vote (as described in the Consent Solicitation Memorandum) in favour of the Proposals is received by the Information and Tabulation Agent by the deadline specified in the Consent Solicitation Memorandum will, subject to the conditions set out in the Consent Solicitation Memorandum, be eligible to receive an aggregate cash amount equal to 5% of the total outstanding principal amount of the Notes held by Noteholders that vote in favour of the Proposals, to be allocated among the Noteholders that submitted votes in favour of the Proposals pro rata with reference to each such Noteholder's holding of Notes in respect of which such Noteholder submitted votes in favour of the Proposals, which shall be satisfied by the issue of warrants, all as more fully described in the Consent Solicitation Memorandum.

## SELLING RESTRICTIONS

If the Extraordinary Resolution is passed and implemented in respect of the Notes, until the expiry of the period of 40 days after the date of the Supplemental Trust Deed, sales of the Notes may not be made in the United States or to U.S. persons unless made outside the United States pursuant to Rule 903 and 904 of Regulation S.

## GENERAL

The attention of Noteholders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolution at the Meeting or any meeting held following any adjournment of the Meeting, which are set out in "Voting and Quorum" below.

Having regard to such requirements, Noteholders are strongly urged either to attend the Meeting or to take steps to be represented at the Meeting (including by way of submitting Electronic Voting Instructions) as soon as possible.

## VOTING AND QUORUM

*Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Electronic Voting Instruction in respect of the Extraordinary Resolution by 10.00 a.m. (London Time) on 26 June 2025 (the "Expiration Deadline for the Adjourned Meeting"), by which they will have given instructions for the appointment of the Information and Tabulation Agent by the Registrar as their proxy under a block voting instruction to vote in favour of or against (as specified in the relevant Electronic Voting Instruction) the Extraordinary Resolution at the meeting held on 12 June 2025 or the Meeting (as applicable) need take no further action to be represented at the Meeting (or any adjourned Meeting). Noteholders are advised to read the Consent Solicitation Memorandum for details of the process when submitting Electronic Voting Instructions.*

*With respect to Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Electronic Voting Instruction in respect of the Extraordinary Resolution by 10.00 a.m. (London Time) on 10 June 2025 (the "Original Expiration Deadline"), it is clarified that such Electronic Voting Instructions remain valid and the relevant Noteholders need take no further action to be represented at the Meeting.*

Noteholders who have not submitted or have submitted and subsequently revoked (in the limited circumstances in which such revocation is permitted) an Electronic Voting Instruction in respect of the Extraordinary Resolution should take note of the provisions set out below detailing how such Noteholders can attend or take steps to be represented at the Meeting (references to which, for the purpose of such provisions, include, unless the context otherwise requires, any adjourned Meeting).

1. Subject as set out below, the provisions governing the convening and holding of each Meeting are set out in schedule 3 (*Provisions for Noteholder Meetings*) to the Trust Deed, copies of which are available for inspection from the date of this Notice to the conclusion of the Meeting (or any adjourned Meeting) as referred to above. For the purposes of the Meeting, a "**Noteholder**" means a Direct Participant.
2. The Notes are represented by a global certificate registered in the name of a nominee of a common depositary for Euroclear and/or Clearstream, Luxembourg. For the purposes of this Notice, a "**Direct Participant**" means each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular principal amount of the Notes.

A Direct Participant or beneficial owner of the Notes not wishing to attend and vote at the relevant Meeting may either appoint as a proxy the person that it wishes to attend on its behalf or the Direct Participant may (or the beneficial owner of the Notes may arrange for the relevant Direct Participant on its behalf to) give a voting instruction (by giving voting and blocking instructions to Euroclear or Clearstream, Luxembourg (a "**Euroclear/Clearstream Instruction**") in accordance with the procedures of Euroclear or Clearstream, Luxembourg, as applicable) requiring the Registrar to include the votes attributable to its Notes in a block voting instruction issued by the Registrar for the Meeting or any



adjourned Meeting, in which case the Registrar shall appoint the Information and Tabulation Agent as proxy to attend and vote at such Meeting in accordance with such Direct Participant or beneficial owner's instructions. A proxy (other than the Information and Tabulation Agent) wishing to attend the Meeting must produce at the Meeting a valid form of proxy issued by the Registrar relating to the Notes in respect of which it wishes to vote.

A Direct Participant must request the relevant clearing system to block the relevant Notes in its account not later than 10.00 a.m. (London Time) on 26 June 2025 in order to obtain voting certificates, appoint a proxy or give voting instructions in respect of the Meeting. In the case of Euroclear/Clearstream Instructions, such blocking instructions are part of the electronic instructions that must be given. Notes so blocked will not be released until the earlier of:

- (a) the conclusion of the Meeting (or, if applicable, any adjourned Meeting); and
- (b)
  - (i) in respect of voting certificate(s) or forms of proxy, no later than 10.00 a.m. (London Time) on 26 June 2025 or, if applicable, not less than 48 hours before the time for which any adjourned Meeting is convened, the surrender to the Registrar of such voting certificate(s) or forms of proxy and notification by the Registrar to the relevant clearing system of such surrender or the compliance in such any other manner with the rules of the relevant clearing system relating to such surrender; or
  - (ii) in respect of block voting instructions, no later than 10.00 a.m. (London Time) on 26 June 2025 or, if applicable, not less than 48 hours before the time for which any adjourned Meeting is convened, the notification in writing of any revocation of a Direct Participant's previous instructions to the Registrar, in which case such Notes shall, in accordance with the procedures of the relevant clearing system and with the agreement of the Registrar, cease to be held to its order or under its control.

Noteholders should note that voting instructions (unless validly revoked) given and voting certificates obtained or forms of proxy or block voting instructions issued in respect of the Meeting shall remain valid for any adjourned Meeting.

3. Quorum for Meeting

The quorum required to pass the Extraordinary Resolution is one or more persons present holding or representing not less than 25% of the aggregate principal amount of the outstanding Notes.

4. If a quorum is not present within 30 minutes after the time appointed for the Meeting, the Meeting will be adjourned for: (i) not less than 14 days and not more than 42 days, and in each case at a place appointed by the Chairman and the Extraordinary Resolution will be considered at such adjourned Meeting (notice of which will be given to the Noteholders in accordance with the Conditions and the Trust Deed). At the adjourned Meeting, one or more persons present and holding or representing not less than 25 per cent of the aggregate principal amount outstanding of the Notes will form a quorum. Notice of any adjourned Meeting shall be given in the same manner as notice of the original Meeting, save that ten days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed), shall be sufficient and such notice shall contain the quorum requirements which will apply when the Meeting resumes.

5. Every question submitted to the Meeting shall be decided in the first instance by a show of hands. In case of equality of votes the Chairman shall not have a casting vote. Unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman, the Trustee or the Issuer or by two or more persons present holding Notes or being proxies and holding in the aggregate not less than one-fiftieth (2 per cent) of the principal amount of the Notes then outstanding, a declaration by the Chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the Extraordinary Resolution.

At the Meeting: (i) on a show of hands every Noteholder who (being an individual) is present in person or (being a corporation) is present by a representative or is a proxy shall have one vote; and (ii) on a poll every Noteholder who is so present in person or by proxy shall have one vote for every EUR 50,000 in nominal amount of Notes in respect of which he is the holder.

6. To be passed at the Meeting, the Extraordinary Resolution requires a majority in favour consisting of not

less than two-thirds of the votes cast. If passed, the Extraordinary Resolution will be binding on all Noteholders, whether or not present at the Meeting and whether or not voting.

7. The Issuer shall give notice of the passing of the Extraordinary Resolution to Noteholders within 14 days but failure to do so shall not invalidate the Extraordinary Resolution.

This Notice is given by Nativo Resources Plc. Noteholders should contact the following for further information:

*The Information and Tabulation Agent*

The Bank of New York Mellon, London Branch

Telephone: +44 (0) 1202 689644  
Attention: Debt Restructuring  
Services  
Email: [debtstructuring@bnymellon.com](mailto:debtstructuring@bnymellon.com)

The Information and Tabulation Agent is not acting through a U.S. broker-dealer affiliate and, accordingly, will not discuss the Consent Solicitation or the contents of this Notice with any Noteholder who is unable to confirm it is not located or resident in the United States.

Dated: 16 June 2025

