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## **KAVANGO RESOURCES PLC**

*(Incorporated in England and Wales with company number 10796849)*

### **Conditional Subscription of 460,000,000 Ordinary Shares at 1 penny per share**

### **Approval of waiver of Rule 9 of the Takeover Code**

**and**

### **Notice of General Meeting**

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Application will be made to the London Stock Exchange for the Stage 2 Subscription Shares to be admitted to trading on the Standard Segment of the Main Market of the London Stock Exchange. On the assumption that, *inter alia*, the Resolutions are passed without amendment, it is expected that Admission will become effective and that dealings in the Stage 2 Subscription Shares will commence on or around 31 October 2023.

You are recommended to read the whole of this document but your attention is drawn in particular to the letter from the Chairman of the Company which is set out in Part I of this document on pages 10 to 18 inclusive of this document and which recommends that you vote in favour of the Resolutions to be proposed at the General Meeting. A General Meeting to consider the Resolutions will be held at 11 a.m. on 25 October 2023 at the offices of the Company's Solicitors, Druces LLP, Salisbury House, London Wall, London EC2M 5PS. Shareholders will find enclosed with this document a Form of Proxy for use at the General Meeting. To be valid, the Form of Proxy, completed in accordance with the instructions thereon, should be returned as soon as possible but, in any event, so as to be received by Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey GU9 7XX at least 48 hours before the time appointed for the meeting (excluding non-working days).

**This Circular should be read as a whole. Your attention is drawn to the Letter from the Chairman which is set out in Part I of this Circular. The letter contains recommendations that you vote in favour of each of the Resolutions to be proposed at the General Meeting referred to below.**

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The Stage 2 Subscription Shares described in this document have not been, and will not be, registered under the Securities Act or under the securities laws of any state of the United States and may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Stage 2 Subscription Shares are being offered outside of the United States in reliance on Regulation S. The Stage 2 Subscription Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Stage 2 Subscription Shares or the accuracy or adequacy of this document. Any representation to the contrary is a criminal offence in the United States.

Furthermore, the Stage 2 Subscription Shares have not been and will not be registered under the applicable laws of any of Canada, Australia, New Zealand, Japan or the Republic of South Africa and, consequently, may not be offered or sold to any national, resident or citizen thereof. The distribution of this document in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any person who is subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, such restrictions. Any failure to comply with the applicable restrictions might constitute a violation of the securities laws of any such jurisdiction. Subject to certain exceptions, this document is not for release, publication or distribution, directly or indirectly, in or into the United States, Canada, Australia, New Zealand, Japan, the Republic of South Africa or any jurisdiction where to do so might constitute a violation of local securities laws or regulations.

Copies of this Circular will be available free of charge during normal business hours on any weekday (except Saturdays, Sundays and public holidays) at the Company's registered office from the date of this Circular. A copy of this Circular will also be available from the Company's website [www.kavangoresources.com](http://www.kavangoresources.com).

Capitalised terms used in this Circular are defined in the Definitions section of this Circular.

#### **FORWARD-LOOKING STATEMENTS**

This document contains (or may contain) certain forward-looking statements with respect to certain of the Company's plans and its current goals and expectations relating to its future financial condition and performance and which involve a number of risks and uncertainties. The Company cautions readers that no forward-looking statement is a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as "aim", "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "predict" or other words of similar meaning. Examples of forward-looking statements include, amongst others, statements regarding, or which make assumptions in respect of, the planned use of the proceeds from the Transaction, the Company's liquidity position, the future performance of the Company, future foreign exchange rates, interest rates and currency controls, the future political and fiscal regimes in the overseas markets in which the Company operates, the Company's future financial position, plans and objectives for future operations and any other statements that are not historical fact. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances, including, but not limited to, economic and business conditions, the effects of continued volatility in credit markets, market-related risks such as changes in interest rates and foreign exchange rates, the policies and actions of governmental and regulatory authorities, changes in legislation, the further development of standards and interpretations under IFRS applicable to past, current and future periods, evolving practices with regard to the interpretation and application of standards under IFRS, the outcome of pending and future litigation or regulatory investigations, the success of future acquisitions and other strategic transactions and the impact of competition. A number of these factors are beyond the Company's control. As a result, the Company's actual future results may differ materially from the plans, goals, and expectations set forth in the Company's forward-looking statements. Any forward-looking statements made in this document by or on behalf of the Company speak only as of the date they are made. These forward-looking statements reflect the Company's judgement and the information available to the Company at the date of this document and are not intended to give any assurance as to future results. These statements have not been reviewed by the Company's auditors. Except as required by the FCA, the London Stock Exchange, the Listing Rules or other applicable law, the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this document to reflect any changes in the Company's expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

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## CORPORATE INFORMATION AND ADVISERS

Directors	David Smith (Non-Executive Chairman) Matthew ("Ben") Benjamin Turney (Chief Executive Officer) Brett James Grist (Chief Operating Officer) Hillary Nyakunengwa Gumbo (Executive Director) Jeremy S. Brett (Executive Director) Peter Francis Wynter Bee (Non-Executive Director)
Company Secretary	Brett James Grist
Registered Office	Suite 425, Salisbury House London Wall London EC2M 5PS
Telephone Number	+44 (0) 207 638 9271
Rule 3 Adviser	First Sentinel Corporate Finance Limited 72 Charlotte Street London W1T 4QQ
Legal advisers to the Company as to English law	Druces LLP Salisbury House London Wall London EC2M 5PS
Auditors	PKF Littlejohn LLP 15 Westferry Circus Canary Wharf London E14 4HD
Registrar	Share Registrars Limited 3 The Millennium Centre Crosby Way Farnham Surrey GU9 7XX
Broker	First Equity Limited Salisbury House London Wall London EC2M 5PS
Principal Bankers	NatWest Bank Plc 120-122 Fenchurch Street London EC3M 5BA

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication and posting of this Circular	29 September 2023
Latest time and date for receipt of completed Forms of Proxy and CREST Proxy Instructions for the General Meeting	11 a.m. on 23 October 2023
Record time for those Shareholders on the Register of Members entitled to attend or vote at the General Meeting	11 a.m. on 23 October 2023
Time and date of the General Meeting	11 a.m. on 25 October 2023
Announcement of the result of the General Meeting	25 October 2023
Completion of the Stage 2 Subscription and commencement of the unconditional dealings in the Ordinary Shares	8:00 a.m. on or around 31 October 2023
Expected date of publication of the Prospectus	On or around 26 October 2023
Purebond's CREST account credited in respect of the Stage 2 Subscription Shares in uncertificated form	On or around 31 October 2023

### Notes:

1. Unless otherwise stated, all references to time in this Circular and in the above timetable are to the time in London, United Kingdom.
2. Some of the times and dates above are indications only and if any of the details contained in the timetable above should change, the revised times and dates will be notified to Shareholders by means of an announcement through a Regulatory Information Service.
3. Certain of the events listed in the timetable above are conditional upon, *inter alia*, the passing at the General Meeting of the Resolutions.

## KEY STATISTICS

Number of Existing Ordinary Shares	845,569,314
Nominal value of the Existing Ordinary Shares	£0.001
Number of Stage 2 Subscription Shares	460,000,000
Enlarged Issued Share Capital following the issue of the Stage 2 Subscription Shares	1,305,569,314
Stage 2 Subscription Shares as a percentage of the Enlarged Issued Share Capital	35.23%
Subscription Price	1 penny
Expected gross proceeds of the Stage 2 Subscription	£4,600,000

**Note:** These statistics assume that no further Ordinary Shares are issued following the date of this document apart from the Stage 2 Subscription Shares.

## DEFINITIONS

The following definitions apply throughout this Circular unless the context requires otherwise.

<b>“2023 AGM”</b>	the annual general meeting of the Company held on 8 June 2023.
<b>“Admission”</b>	the admission of the Stage 2 Subscription Shares to the standard segment of the Official List and to trading on the Main Market.
<b>“Articles”</b>	the articles of association of the Company.
<b>“Board” or “Directors”</b>	the directors of the Company as at the date of this Circular, whose names are set out at page 4 of this Circular.
<b>“CA 2006”</b>	the Companies Act 2006.
<b>“certificated” or “in certificated form”</b>	an Ordinary Share which is not in uncertificated form.
<b>“Circular” or “document”</b>	this document.
<b>“Company” or “Kavango”</b>	Kavango Resources plc, incorporated in England and Wales with company number 10796849.
<b>“Concert Party”</b>	together, Purebond, Solai, and those acting, or presumed to be acting, in concert with them, as more fully described in Part II (Additional Information on the Concert Party and the Company) of this Circular.
<b>“CREST”</b>	the relevant system (as defined in the CREST Regulations) for the paperless settlement of share transfers and the holding of shares in uncertificated form.
<b>“CREST Regulations”</b>	The Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time.
<b>“Disclosure Guidance and Transparency Rules”</b>	the Disclosure Guidance and Transparency Rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
<b>“Enlarged Issued Share Capital”</b>	the enlarged issued ordinary share capital of the Company immediately following Admission.
<b>“Existing Ordinary Shares”</b>	the 845,569,314 Ordinary Shares in issue at the date of this Circular.
<b>“FCA” or “Financial Conduct Authority”</b>	the UK Financial Conduct Authority.
<b>“First Equity”</b>	First Equity Limited, broker to the Company, who are authorised and regulated by the FCA.
<b>“First Sentinel”</b>	First Sentinel Corporate Finance Limited, whose registered office is at Ground Floor, 72 Charlotte Street, London W1T 4QQ.
<b>“Form of Proxy”</b>	the form of proxy accompanying this document.
<b>“FSMA”</b>	the Financial Services and Markets Act 2000, as amended from time to time.
<b>“General Meeting”</b>	the general meeting of the Company to be held at the offices of the Company’s Solicitors, Druces LLP, Salisbury House, London Wall, London EC2M 5PS at 11 a.m. on 25 October 2023, notice of which is set out at the end of this Circular.
<b>“Group”</b>	the Company and its subsidiaries.

<b>“IFRS”</b>	International Financial Reporting Standards, as adopted by the UK.
<b>“Independent Shareholders”</b>	shareholders of the Company other than the members of the Concert Party.
<b>“July 2021 Placing”</b>	the placing and subscription carried out by the Company on or around 5 July 2021.
<b>“Kavango Minerals”</b>	Kavango Minerals (Pty) Ltd a company incorporated in Botswana with company number CO2011/7408.
<b>“Listing Rules”</b>	the listing rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time.
<b>“London Stock Exchange”</b>	The London Stock Exchange plc.
<b>“LVR”</b>	LVR GeoExplorers (Pty) Limited, a company incorporated in Botswana and having its registered office at P.O. Box 11022, Woodhall, Lobatse, Botswana.
<b>“Main Market”</b>	the LSE's main market for listed securities.
<b>“May 2022 Placing”</b>	the placing and subscription carried out by the Company on or around 9 May 2022.
<b>“Notice”</b>	the notice of General Meeting which is set out at the end of this Circular.
<b>“November 2022 Admission”</b>	admission of the Ordinary Shares the subject of the November 2022 Prospectus.
<b>“November 2022 Placing”</b>	the placing of Ordinary Shares in connection with the November 2022 Prospectus.
<b>“November 2022 Prospectus”</b>	the Company's prospectus approved by the FCA and published on 18 November 2022.
<b>“November 2022 Subscription”</b>	the subscription of Ordinary Shares in connection with the November 2022 Prospectus.
<b>“Official List”</b>	the Official List of the FCA.
<b>“Ordinary Shares”</b>	fully paid ordinary shares of £0.001 each in the capital of the Company; and “ <b>Ordinary Share</b> ” shall mean any one of them.
<b>“Panel”</b>	the Panel on Takeovers and Mergers.
<b>“Power Metal”</b>	Power Metal Resources plc, a company incorporated in England and Wales with company number 07800337.
<b>“Prospectus”</b>	the proposed prospectus relating to, <i>inter alia</i> , the issue of the Stage 2 Subscription Shares.
<b>“Purebond”</b>	Purebond Limited, a private limited company incorporated in England and Wales with company number 02627740 and having its registered office at Portland House 69-71 Wembley Hill Road, Wembley, Middlesex, England, HA9 8BU.
<b>“Registrar”</b>	Share Registrars Limited.
<b>“Regulation S”</b>	Regulation S under the Securities Act.
<b>“Resolutions”</b>	the resolutions set out in the Notice which are to be proposed at the General Meeting for the purpose of giving effect to the Proposals; and “ <b>Resolution</b> ” means any one of them.

<b>“Rule 9”</b>	Rule 9 of the Code.
<b>“Rule 9 Waiver”</b>	the resolution numbered 1 set out in the Notice.
<b>“Securities Act”</b>	the US Securities Act of 1933, as amended from time to time.
<b>“Shareholder”</b>	holders of Ordinary Shares.
<b>“Solai”</b>	Solai Pension Scheme, which has its registered office at Portland House 69-71 Wembley Hill Road, Wembley, Middlesex, England, HA9 8BU and registration number 10150369.
<b>“Spectral”</b>	Spectral Geophysics Ltd.
<b>“Subscription”</b>	the two stage conditional subscription as announced on 9 May 2023, consisting of the Stage 1 Subscription and the Stage 2 Subscription.
<b>“Subscription Agreement”</b>	the conditional two stage subscription agreement between the Company and Purebond dated 5 May 2023 in respect of the Subscription.
<b>“Subscription Price”</b>	1 penny.
<b>“Stage 1 Subscription”</b>	the issue of the Stage 1 Subscription Shares at the Subscription Price pursuant to the terms and conditions of the Subscription Agreement.
<b>“Stage 1 Subscription Shares”</b>	140,000,000 new Ordinary Shares.
<b>“Stage 2 Subscription”</b>	the conditional issue of the Stage 2 Subscription Shares at the Subscription Price pursuant to the terms and conditions of the Subscription Agreement.
<b>“Stage 2 Subscription Conditions”</b>	the conditions relating to the issue of the Stage 2 Subscription Shares, as set out in more detail in Part I of this Circular;
<b>“Stage 2 Subscription Shares”</b>	460,000,000 new Ordinary Shares.
<b>“Takeover Code” or “Code”</b>	the City Code on Takeovers and Mergers.
<b>“Transaction”</b>	the Stage 2 Subscription and Admission.
<b>“UK” or “United Kingdom”</b>	the United Kingdom of Great Britain and Northern Ireland.
<b>“US” or “United States”</b>	the United States of America, its territories and possessions, any state or political sub-division of the United States of America, the District of Columbia and all other areas subject to the jurisdiction of the United States of America.
<b>“£”</b>	pounds sterling, the lawful currency of the UK.

**PART I**  
**LETTER FROM THE CHAIRMAN**

**KAVANGO RESOURCES PLC**

*(Incorporated in England and Wales with company number 10796849)*

*Directors:*

David Smith (Non-Executive Chairman)  
Matthew ("Ben") Benjamin Turney (Chief Executive Officer)  
Brett James Grist (Chief Operating Officer)  
Hillary Nyakunengwa Gumbo (Executive Director)  
Jeremy S. Brett (Executive Director)  
Peter Francis Wynter Bee (Non-Executive Director)

*Registered office:*

Suite 425, Salisbury House  
London Wall  
London EC2M 5PS

29 September 2023

*To all holders of Ordinary Shares*

Dear Shareholders

**Conditional Subscription of 460,000,000 Ordinary Shares at 1 penny per share**

**Approval of waiver of Rule 9 of the Takeover Code**

**and**

**Notice of General Meeting**

**1. Introduction**

The purpose of this document is to explain the background to, reasons for, and details of, the proposed Transaction, as announced on 9 May 2023 to raise up to £4.6 million before expenses for the Company through the issue of new Ordinary Shares. It also sets out why the Board recommends that Shareholders vote in favour of the Resolutions to be proposed at the forthcoming General Meeting.

The Transaction is, amongst other things, conditional upon each of the Resolutions being passed at the forthcoming General Meeting and includes:

- the Stage 2 Subscription with Purebond Limited ("Purebond"), to raise £4.6 million before expenses through the issue of 460,000,000 new Ordinary Shares (the "Stage 2 Subscription Shares") at the Subscription Price of 1 penny per Ordinary Share. The Subscription Price is at a premium of approximately 33.33 per cent. to the closing middle market price of 0.75 pence per Existing Ordinary Share on 25 September 2023, being the latest practicable date prior to the publication of this document; and
- the Rule 9 Waiver.

The proceeds receivable by the Company from the Transaction on Admission amount to £4.6 million before expenses (net proceeds amount to approximately £4,440,500).

Immediately following Admission, Purebond, Solai and certain persons as further described in Part II of this document (together the "Concert Party"), who are regarded as acting in concert for the purposes of the Takeover Code, will hold, in aggregate, 687,573,647 Ordinary Shares, representing approximately 52.66 per cent. of the Enlarged Issued Share Capital.

Under Rule 9 of the Takeover Code, on Admission, the Concert Party would normally be obliged to make a general offer to all Shareholders (other than the Concert Party) to acquire all the Ordinary Shares not owned by the Concert Party. The Panel has agreed to waive these obligations subject to the approval (on a poll) of the Independent Shareholders of Resolution 1 to be proposed at the General Meeting. The Stage 2 Subscription is therefore subject to the approval of that resolution by the Independent Shareholders. Your attention is drawn to paragraph 6 of this Part I which contains further information on the Takeover Code and the waiver of Rule 9 of the Takeover Code.

At the end of this document, you will find the Notice of the General Meeting at which the Resolutions will be proposed to approve the Transaction. The General Meeting has been convened for 11 a.m. on 25 October 2023 and will be held at the offices of the Company's Solicitors, Druces LLP, Salisbury House, London Wall, London EC2M 5PS.

If approved, the Resolutions would provide the Directors with the authority to allot the Stage 2 Subscription Shares and to dis-apply statutory pre-emption rights in respect thereof.

The Transaction is conditional upon: (i) approval by the FCA of the Prospectus; (ii) approval by Independent Shareholders of a waiver in accordance with Rule 9 of the Takeover Code; (iii) the Company having the necessary authorities to issue the Stage 2 Subscription Shares, including disapplication of pre-emption rights and (iv) admission of the Stage 2 Subscription Shares to the Standard List segment of the Official List and to trading on the Main Market of the London Stock Exchange (the "**Stage 2 Subscription Conditions**"). It is expected that Admission will occur on or around 31 October 2023.

**Shareholders should be aware that if the Resolutions are not approved at the General Meeting, the Transaction will not proceed in any respect. Shareholders are urged to vote in favour of the Resolutions, which the Board considers to be in the best interests of the Shareholders as a whole.**

## 2. BACKGROUND TO THE TRANSACTION

On 9 May 2023, the Company announced a £6.0 million equity investment to be completed via a conditional direct subscription into the Company in two-stages (the "**Subscription**") by a single investor, Purebond.

Stage 1 of the Subscription (the "**Stage 1 Subscription**") was carried out by the conditional issue of 140,000,000 new ordinary shares of £0.001 each (the "**Stage 1 Subscription Shares**") in the capital of the Company at a price per share of 1 penny (the "**Subscription Price**") (the "**Stage 1 Subscription**").

The Stage 1 Subscription completed following the approval by Shareholders of resolutions at the Company's annual general meeting held on 8 June 2023 (the "**2023 AGM**"), with admission of the Stage 1 Subscription Shares taking place on 28 June 2023.

Stage 2 of the Subscription (the "**Stage 2 Subscription**") is conditional upon, *inter alia*, the passing of the Resolutions at the general meeting the subject of this document. Further details are set out below.

The addition of the additional funds from the Stage 2 Subscription, would, in the Board's opinion, considerably enhance the opportunities available to the Company.

## 3. COMPANY OVERVIEW

### ***About the Company***

Kavango aims to add value for its shareholders by discovering and developing base metal and precious metal deposits in southern Africa. Management has extensive experience and a good track record of mineral deposit discoveries, financing their development and managing mining operations.

Acquisitions are achieved by acquiring prospecting licences or entering into joint ventures with governments or industry partners. The track record of management over the last 30 years has provided stakeholders with substantial benefits, exiting through the financial markets and/or trade sales of projects to industry partners.

The Company's founders identified Botswana as a stable, low risk country, with a government keen to develop the mining industry beyond its dependence on diamond mining. Much of the country is covered by Kalahari sand and as a result it has received little recent exploration, beyond that for diamonds. Modern geological and geophysical exploration techniques have advanced over the last 20 years. Adoption of these techniques is

enabling the Company's geologists to map geological structures under sand cover. Kavango's management team believe the chances of new discoveries are high.

Kavango's current management has identified Zimbabwe as a country of extremely high geological potential, albeit in a significantly higher risk jurisdiction. Zimbabwe's geological setting is recognised to be highly prospective, with world-class potential for ore body size. Despite this and as a result largely of various economic problems, Zimbabwe remains underexplored using modern exploration methods and technologies. The country's exploration sector has been subject to decades of underinvestment and there are currently very few advanced exploration companies active in Zimbabwe. Kavango's management team believes this presents a unique opportunity for the Company, with the opportunity to make new discoveries being high.

In Botswana, Kavango holds prospecting licences (directly and through joint ventures) for three projects: the KSZ Project ("KSZ"), the KCB Project ("KCB") and the Ditau Project ("Ditau"). The focus is on copper-nickel-platinum group elements at the KSZ, copper-silver at the KCB and gold and rare earths at Ditau.

### **Recent trading**

#### *Trading performance for the year to 31 December 2022*

During 2022 the Group incurred a loss of US\$ 2,206,000, equivalent to a loss of US\$ 0.49 cents per share (2021: US\$ 1,743,000, US\$ 0.47 cents per share).

Total assets for the Company at year end were US\$ 13,267,000 (2021 – US\$ 8,089,000). During the year, the Company raised gross proceeds of US\$ 5,276,000 (2021 – US\$ 4,154,000), reflecting increased capital demands for the business as it engaged in the most drilling the Company had achieved in a single calendar year.

### **Outlook**

Exploration for metal deposits in Botswana and Zimbabwe may not result in success. While the Directors endeavour to apply what they consider to be the latest technology to assess projects, the business of exploration for and identification of minerals and metals is speculative and involves a high degree of risk. The mineral and metal potential of the Group's projects, KCB, Ditau, and the KSZ in Botswana and the Nara, Hillside, and Leopard Projects in Zimbabwe may not contain economically recoverable volumes of minerals, base metals, or precious metals of sufficient quality or quantity. To mitigate this risk, the Group continues to evaluate additional opportunities.

Even if there are economically recoverable deposits, delays in the construction and commissioning of mining projects or other technical difficulties may make the deposits difficult to exploit. The exploration and development of any project may be disrupted, damaged, or delayed by a variety of risks and hazards which are beyond the control of the Group. These include (without limitation) geological, geotechnical, and seismic factors, environmental hazards, technical failures, adverse weather conditions, acts of God and government regulations or delays.

The successful exploration or exploitation of natural resources on any project will require significant capital investment. The only sources of financing currently available to Kavango are through the issue of additional equity capital in the Company or through bringing in partners to fund exploration and development costs. Kavango's ability to raise further funds will depend on the success of their investment strategy and conditions in financial and commodity markets. Kavango may not be successful in procuring the requisite funds on terms which are acceptable to it (or at all) and, if such funding is unavailable, Kavango may be required to reduce the scope of its investments or anticipated expansion.

## **4. USE OF PROCEEDS**

The Company intends to use the funds raised from the Transaction to:

- 1) contribute to the Company's general working capital;
- 2) fund further exploration work; and
- 3) provide finance for possible acquisitions.

## **5. INFORMATION ON THE TRANSACTION**

### ***Details of the Stage 2 Subscription***

The Stage 2 Subscription is conditional, *inter alia*, upon:

- (i) approval by the FCA of the Prospectus;
- (ii) approval by Independent Shareholders of a waiver in accordance with Rule 9 of the Takeover Code;
- (iii) the Company having the necessary authorities to issue the Stage 2 Subscription Shares, including disapplication of pre-emption rights; and
- (iv) admission of the Stage 2 Subscription Shares to the Standard List segment of the Official List and to trading on the Main Market of the London Stock Exchange.

The Stage 2 Subscription Shares will be credited as fully paid and will rank pari passu in all respects with the Ordinary Shares then in issue, including the right to receive all future distributions, declared, paid or made in respect of the Ordinary Shares from the date of Admission. The Stage 2 Subscription Shares will represent approximately 35.23 per cent. of the Enlarged Issued Share Capital.

The issue of the Stage 2 Subscription Shares has not been and will not be underwritten by any person.

Subject to the Stage 2 Subscription Conditions being met, which includes the passing of the Resolutions and the FCA approving the Prospectus, application will be made for Admission of the Stage 2 Subscription Shares. It is expected that Admission will occur on or around 31 October 2023.

It is expected that the CREST account of Purebond who holds their Ordinary Shares in CREST will be credited with their Stage 2 Subscription Shares on or around 31 October 2023.

## **6. THE TAKEOVER CODE**

The terms of the Transaction give rise to certain considerations under the Takeover Code. Brief details of the Panel, the Takeover Code and the protections they afford are given below.

### ***Rule 9 of the Takeover Code***

The Code is issued and administered by the Panel. The Company is a company to which the Code applies, and its Shareholders are entitled to the protections afforded by the Code. Under Rule 9 of the Code, any person who acquires an interest (as defined in the Code) in shares which, taken together with shares in which he is already interested and in which persons acting in concert with him are interested, carry 30 per cent. or more of the voting rights of a company which is subject to the Code, is normally required to make a general offer to all the remaining shareholders to acquire their shares.

If any person, together with persons acting in concert with him, is interested in shares which in the aggregate carry not less than 30 per cent. of the voting rights of a company but does not hold shares carrying more than 50 per cent. of such voting rights and such person, or any person acting in concert with him, acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested, such person shall extend offers, on the basis set out in Rules 9.3, 9.4 and 9.5 of the Code, to the holders of any class of equity share capital whether voting or non-voting and also to the holders of any other class of transferable securities carrying voting rights. Offers for different classes of equity share capital must be comparable; the Panel should be consulted in advance in such cases.

An offer will not be required under Rule 9 of the Takeover Code where control of the offeree company is acquired as a result of a voluntary offer made in accordance with the Code to all the holders of voting equity share capital and other transferable securities carrying voting rights. Note 4 on Rule 9.1 of the Code further provides, among other things, that where any person who, together with persons acting in concert with him, holds shares which carry more than 50 per cent. of the voting rights of a company and acquires further shares, then they that person will not generally be required to make a general offer to the other shareholders to acquire the balance of their shares, although individual members of the concert party will not be able to increase their percentage interest in shares through or between a Rule 9 threshold, without Panel consent.

An offer under Rule 9 of the Code must be made in cash (or with a cash alternative) and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the company during the 12 months prior to the announcement of the offer.

### ***Rule 9 Waiver***

Under Note 1 of the Notes on the Dispensations from Rule 9, the Panel may waive the requirement for a general offer to be made in accordance with Rule 9 if, amongst other things, the shareholders of a company who are independent of the person who would otherwise be required to make an offer, and any person acting in concert with him, pass an ordinary resolution on a poll at a general meeting or by way of a written resolution approving such a waiver.

The Company has applied to the Panel for the Rule 9 Waiver of the Code in order to permit the implementation of the Transaction without triggering an obligation on the part of the Concert Party, or any member of the Concert Party, to make a general offer to Shareholders. Subject to the approval of the Independent Shareholders of the Rule 9 Waiver taken on a poll in General Meeting, the Panel has agreed to waive the obligations to make an offer under Rule 9 of the Code for the entire issued share capital of the Company that would otherwise arise as a result implementation of the Transaction. Accordingly, the Rule 9 Waiver being proposed at the General Meeting will be taken by means of a poll of Independent Shareholders attending and voting at the General Meeting. Anybody who is not an Independent Shareholder cannot vote on the Rule 9 Waiver. Any Shareholder, who is not an Independent Shareholder, has undertaken to the Company that they will not vote on the Rule 9 Waiver.

The waiver to which the Panel has agreed under the Code will be invalidated if any purchases are made by any member of the Concert Party, or any person acting in concert with it, in the period between the date of this document and the General Meeting. Except as disclosed in paragraph 5.4 of Part II, no member of the Concert Party, nor any person acting in concert with it, has purchased Ordinary Shares in the 12 months preceding the date of this document.

#### ***Potential voting rights of the Concert Party***

Persons acting in concert include persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control of a company.

The Concert Party consists of Purebond, Solai and certain persons who are presumed to be acting in concert with them under the Takeover Code. As at the date of this Circular, Purebond holds 225,000,000 Ordinary Shares, Solai holds 1,000,000 Ordinary Shares, Rajni Kansagra (member of the Concert Party) holds 1,128,019 Ordinary Shares and Hetal Kansagra (member of the Concert Party) holds 445,628 Ordinary Shares.

Further details of, and information on, the members of the Concert Party who are presumed to be acting in concert for the purposes of the Takeover Code are set out in Part II of this document.

The Concert Party will not be restricted from making an offer for the Company.

#### ***Maximum Controlling Position***

The Concert Party has conditionally agreed to subscribe for, in aggregate, 460,000,000 Ordinary Shares under the Stage 2 Subscription. Consequently, immediately following Admission, the members of the Concert Party will hold 687,573,647 Ordinary Shares, representing approximately 52.66 per cent. of the voting rights of the Company. Purebond also holds 85,000,000 warrants. Upon exercise of the warrants and assuming no other changes to the Company's issued share capital, the maximum holding in Ordinary Shares of the members of the Concert Party will be, in aggregate, 772,573,647 Ordinary Shares, representing 55.56 per cent. of the Enlarged Issued Share Capital. The Concert Party's acquisition of the Stage 2 Subscription Shares would, without a waiver of the obligations under Rule 9 of the Takeover Code, oblige the Concert Party to make a general offer for the Company under Rule 9 of the Takeover Code.

A table showing the respective individual interests in shares of the members of the Concert Party on Admission and following the exercise of the warrants is set out below. No other member of the Concert Party holds any interest in the Ordinary Shares.

Shareholder	Resultant shareholding on Admission	Percentage of Enlarged Issued Share Capital following Admission	Number of Warrants held on Admission	Maximum number of Ordinary Shares (including exercise of Warrants)	Maximum percentage of Enlarged Issued Share Capital following Admission & exercise of Warrants
Purebond	685,000,000	52.47%	85,000,000	770,000,000	55.37%
Solai	1,000,000	0.08%	0	1,000,000	0.07%
Rajni Kansagra	1,128,019	0.09%	0	1,128,019	0.08%
Hetal Kansagra	445,628	0.03%	0	445,628	0.03%
<b>Total Concert Party</b>	<b>687,573,647</b>	<b>52.66%</b>	<b>85,000,000</b>	<b>772,573,647</b>	<b>55.56%</b>

### ***Waiver of Rule 9 of the Takeover Code***

The Company applied to the Panel for a waiver of Rule 9 of the Takeover Code in order to permit members of the Concert Party to subscribe for, in aggregate, 460,000,000 Ordinary Shares pursuant to the Stage 2 Subscription without triggering an obligation on the part of the Concert Party to make a general offer for the Company. The Panel has agreed, subject to Resolution 1 to be proposed at the General Meeting being passed on a poll of Independent Shareholders, to waive the requirement for the Concert Party to make a general offer to all Shareholders where such an obligation would arise as a result of members of the Concert Party subscribing for the Stage 2 Subscription Shares pursuant to the Stage 2 Subscription.

**In the event that the Rule 9 Waiver is granted by the Panel, the Concert Party will hold shares carrying votes in excess of 50 per cent. of the Enlarged Issued Share Capital. As such, the Concert Party would be entitled to further increase its holding or voting rights without incurring any further obligations under Rule 9 to make a mandatory offer. As Purebond itself will hold shares carrying votes in excess of 50 per cent. of the Enlarged Issued Share Capital, it will be entitled to further increase its holding or voting rights without incurring any further obligations under Rule 9 to make a mandatory offer, although individual members of the Concert Party will not be able to increase their percentage shareholding through or between a Rule 9 threshold without Panel consent.**

If the Resolutions are approved at the General Meeting, the Concert Party will not be restricted from making an offer for the Company unless the Concert Party either makes a statement that it does not intend to make an offer or enters into an agreement with the Company not to make an offer. No such statement has been made or agreement entered into as at the date of this document.

### ***Intentions of the Concert Party***

The Concert Party's long-term commercial justification for the Transaction is to have invested in a company that has interesting mining licences / concession in Botswana where the potential of commercial mineral discoveries can benefit the Company.

Following completion of the Transaction, the Company's business will be continued in the same manner as it is at present. The Concert Party has confirmed that it has no current intention to change the Company's plans with respect to:

- (i) the Company's existing business;
- (ii) the continued employment of the employees and management of the Company, including any material change in conditions of employment or in the balance of the skills and functions of the employees and management;
- (iii) its strategic plans for the Company, or their likely repercussions on employment or the locations of the Company's places of business, including on the location of the Company's headquarters and the headquarters' functions;
- (iv) employer contributions into any pension scheme(s), the accrual of benefits for existing members, or the admission of new members;
- (v) the redeployment of the fixed assets of the Company; or
- (vi) the maintenance of any existing trading facilities for the relevant Company securities.

Purebond confirms that there will be no material impact on its future business, its existing employees, and strategic plans following the Transaction.

The participation in the Transaction by Purebond is in the ordinary course of Purebond's business and Purebond expects that the Transaction will not have any material effect on its future business nor have any material financial impact on its earnings, assets or liabilities.

### ***Relationship Agreement***

Given the size of Purebond's shareholding in the Company, the Company and Purebond have entered into a relationship agreement to regulate the relationship between the Company and Purebond following Admission. Further details of the relationship agreement are set out at paragraph 7.20 of Part II of this document.

## **7. SUBSCRIPTION AGREEMENT**

On 5 May 2023, Purebond entered into a subscription agreement with the Company. Pursuant to the Subscription Agreement, Purebond agreed as a legally binding obligation to conditionally subscribe in two stages for the 140,000,000 Stage 1 Subscription Shares and the 460,000,000 Stage 2 Subscription Shares at the Subscription Price of 1 penny per share.

The obligations to subscribe were irrevocable and conditional upon the below.

Purebond's commitment to acquire the Stage 1 Subscription Shares was conditional upon (i) the directors of the Company having the necessary authorities to issue the Stage 1 Subscription Shares (including the disapplication of pre-emption rights) and (ii) admission becoming effective in accordance with the London Stock Exchange Listing (Standard Segment) Rules for Companies at a date to be decided in due course by the board of the Company.

The resolutions in respect of granting the necessary authorities to the directors of the Company were put to voting by shareholders at the 2023 AGM, which took place on 8 June 2023. Following the resolutions being passed at the 2023 AGM, the Company announced that the date of admission of the Stage 1 Subscription Shares was 28 June 2023.

Purebond's commitment to acquire the Stage 2 Subscription Shares is conditional upon (i) the approval by the Financial Conduct Authority of the Prospectus; (ii) approval of a Rule 9 Waiver by Independent Shareholders at a general meeting; (iii) the Directors of the Company having the necessary authorities to issue the Stage 2 Subscription Shares (including the disapplication of pre-emption rights) and (iv) Admission becoming effective in accordance with the London Stock Exchange Listing (Standard Segment) Rules for Companies at a date to be decided in due course by the Board of the Company. (ii) and (iii) above are the Resolutions which are the subject of this Circular and the General Meeting.

Whilst Purebond remains a shareholder of the Company, the Company agreed to offer Purebond the opportunity to participate in all future fund raisings carried out by the Company on a pro rata basis to its shareholding at the time of any such fundraising.

If any warrants issued by the Company and not held by the Subscriber are exercised, the Company agreed to inform the Subscriber within one working date of the warrant exercise notice/s and cleared funds being received. Purebond would then have the right, subject to the terms of any applicable warrant instrument, a completed exercise notice and receipt of cleared funds, to convert any of its warrants to maintain its shareholding percentage in the Company as a result of the dilution due to the warrants it does not hold being exercised. Currently, Purebond holds 85,000,000 warrants, exercisable at 3p, expiring on 28 February 2025.

On the basis the Resolutions are passed by Shareholders at the General Meeting, the expected admission date of the Stage 2 Subscription Shares is on or around 31 October 2023.

Customary representations and warranties for a document of this type were given by Purebond. The Subscription Agreement is governed by English law.

## **8. RELATED PARTY TRANSACTIONS**

There are no related party transactions in connection with the Transaction.

## **9. GENERAL MEETING**

A Notice convening the General Meeting for 11 a.m. on 25 October 2023 is set out at the end of this document. The business to be considered at the General Meeting is set out in the Notice.

## ***Explanation of the Resolutions***

Resolution 1 is an ordinary resolution to approve the Rule 9 Waiver, as explained in paragraph 6 above. This resolution will need to be approved by way of a poll of Independent Shareholders.

Resolution 2 is an ordinary resolution, the passing of which is conditional upon the passing of Resolutions 1 and 3, to grant the Directors authority pursuant to section 551 of the CA 2006 to issue the Stage 2 Subscription Shares.

Resolution 3 is a special resolution, the passing of which is conditional upon the passing of Resolution 1 and 2, to empower the Directors, pursuant to section 570 of the CA 2006, to allot the Stage 2 Subscription Shares on a non-pre-emptive basis.

The authorities to be granted to the Directors by the Resolutions 2 and 3 will be in addition to the authority to allot shares given at the Company's annual general meeting held on 8 June 2023 and will only be used in connection with the Transaction.

Resolutions 1 and 2 are ordinary resolutions and require a majority of more than 50 per cent. of the Shareholders voting to be passed. Resolution 3 is a special resolution and requires the approval of not less than 75 per cent. of the Shareholders voting to be passed.

## **10. ACTION TO BE TAKEN**

Shareholders should register their vote(s) for the General Meeting either:

- By visiting [www.shareregistrars.uk.com](http://www.shareregistrars.uk.com), clicking on the "Proxy Vote" button and then following the on-screen instructions;
- By post or by hand to Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey GU9 7XX using the proxy form accompanying this notice;
- In the case of CREST members, by utilising the CREST electronic proxy appointment service in accordance with the procedures set out in the Note 05 at the end of this document.

In order for a proxy appointment to be valid the proxy must be received by Share Registrars Limited as soon as possible and in any event not later than 48 hours before the time of the General Meeting (excluding non-working days). Completion and return of a Form of Proxy will not prevent a Shareholder from attending and voting at the meeting should they so wish.

The General Meeting has been convened for 11 a.m. on 25 October 2023 and will be held at the offices of the Company's solicitors, Druces LLP, Salisbury House, London Wall, London EC2M 5PS.

Shareholders can vote on the Resolutions without being physically present by appointing the Chairman of the General Meeting as their proxy to attend the General Meeting and vote on their behalf. The Company recommends that Shareholders complete and return a Form of Proxy (by one of the above noted methods) to the Company's registrars, Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham Surrey GU9 7XX. Either via post, on the Registrars website, or via CREST and must be received by Share Registrars Limited by no later than 11 a.m. on 23 October 2023.

Further details as to how to register your vote are set out in the notes to the Notice at the end of this document and also on the Form of Proxy itself. CREST members can also vote by utilising the CREST electronic proxy appointment service in accordance with the procedures set out in the Notice.

## **11. RECOMMENDATION**

The Board, who have been so advised by First Sentinel, believe that the Transaction is fair and reasonable and in the best interests of the Company and its Independent Shareholders as a whole. In providing advice to the Board, First Sentinel has taken into account the commercial assessments of the Board. Accordingly, the Board unanimously recommends Shareholders to vote in favour of the Resolutions as they intend so to do in respect of their beneficial shareholdings amounting to, in aggregate, 34,803,054 Ordinary Shares, representing approximately 4.12 per cent. of the Existing Ordinary Shares.

The Transaction is conditional, *inter alia*, upon the passing of the Resolutions at the General Meeting. Shareholders should be aware that if the Resolutions are not approved at the General Meeting, the Transaction

will not proceed in any respect. Shareholders are urged to vote in favour of the Resolutions, which the Board considers to be in the best interests of the Shareholders as a whole.

Yours faithfully,

**David Smith**

*Non-Executive Chairman*

## PART II – ADDITIONAL INFORMATION ON THE CONCERT PARTY AND THE COMPANY

### 1. RESPONSIBILITY STATEMENTS

- 1.1 The Directors, whose names appear in paragraph 2 below, and the Company accept responsibility for the information contained in this Circular (including any expressions of opinion) other than the information concerning the members of the Concert Party and their intentions for which the members of the Concert Party accept responsibility (as set out in paragraph 1.2 below). To the best of the knowledge and belief of the Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The directors of Purebond and the trustees of Solai accept responsibility for the information contained in this Circular relating to Purebond and Solai respectively (including any expressions of opinion) and, in addition, they accept responsibility for the information relating to the remaining members of the Concert Party. To the best of the knowledge and belief of each director of Purebond and each trustee of Solai (having taken all reasonable care to ensure that such is the case), the information contained in this Circular for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

### 2. DIRECTORS

The Directors as at the date of this document are David Smith, Matthew (“Ben”) Benjamin Turney, Brett James Grist, Hillary Nyakunengwa Gumbo, Jeremy S. Brett and Peter Francis Wynter Bee.

### 3. CONCERT PARTY

#### 3.1 Overview

The members of the Concert Party are Purebond, Solai and the following persons who are presumed to be acting in concert with Purebond:

- THE PAVEL TRUST (JERSEY)
- SOLAI HOLDINGS LIMITED (UK)
- MATEL LIMITED (JERSEY)
- AGRI-CHEMICALS LIMITED (UK)
- SOLAI SERVICES LIMITED (UK)
- SOLAI HOUSE LIMITED (UK)
- SOLAI USA LIMITED (UK)
- CESTATES LIMITED (UK)
- WAITE DAVIES LIMITED (UK)
- DUNE RESOURCES LIMITED (UK)
- 33 HOSPITALITY LIMITED (UK)
- LESTATES LIMITED (UK)
- BISH 2 LIMITED (UK)
- BISHOPSWOOD ESTATES LIMITED (UK)
- FESTATES LIMITED (UK)
- HEATHFIELD HOUSE CAMBRIDGE LIMITED (UK)
- 11 HOSPITALITY LIMITED (UK)
- 11 HOSPITALITY (BIRMINGHAM) LIMITED (UK)
- NELSON HOUSE CAMBRIDGE LIMITED (UK)
- ICEPORT LIMITED (UK)
- MATEL LIMITED (UK)
- ICEPORT ONE LIMITED (UK)
- KESTATES LIMITED (UK)
- BISH 1 LIMITED (UK)
- ICEPORT TWO LIMITED (UK)
- TEMPSFORD ESTATES LIMITED (UK)

- KERIO LIMITED (UK)
- UESTATES LIMITED (UK)
- 73WHR LIMITED (UK)
- CESTATES LET LIMITED (UK)
- WAITE DAVIES LET LIMITED (UK)
- DUNE RESOURCES LET LIMITED (UK)
- AMBASSADOR SUITES HOTEL C.A. (PANAMA)
- GRUPO HOTELERO GSH C.A. (VENEZUELA)
- GOLDEN SUITES HOTEL C.A. (VENEZUELA)
- NIPCO PLC (NIGERIA)
- NIPCO GAS LIMITED (NIGERIA)
- NIPCO INVESTMENTS LIMITED (NIGERIA)
- NIPCO E&P LIMITED (NIGERIA)
- NK 70 DEVELOPMENT LIMITED (NIGERIA)
- 22 HOSPITALITY LIMITED (NIGERIA)
- 11 PLC (NIGERIA)
- CAPITAL HOTEL PLC (NIGERIA)
- 11 HOSPITALITY LIMITED (NIGERIA)
- 11 REAL ESTATES LIMITED (NIGERIA),

all of which control Purebond, are controlled by Purebond or are under the same control as Purebond ("Purebond Group").

The Concert Party also includes:

- (i) the directors of the companies comprising the Purebond Group: George Robinson Machan (SNR), Paul Andrew Baudet, Trevor George Robinson, Bhupendra Shantilal Kansagra, Ramesh Shantilal Kansagra, Rishi Ramesh Kansagra, Chief (DR) Bestman P Anekwe, Suresh Kumar, Alhaji Abdulkadir Aminu, Ramesh Virwani, Tunji Adeniji, Alhaji Habu Jajere, Alhaji Sharif Usmania, Grace Idowu, Alhaji Sani Yau, Adetunji A Oyebanji, Alh. Abdulkadir A Mamman, Chief Paul C OBI, Hon. Lawal M. Idrisu, Ravi Bachu, Chief Anthony I Idigbe, Robert Itawa, Chuma Anosike, Akpofure Ibru, Dr Alexander Thomopoulos, Alhaji Abatcha Bulama, Fadeke Olgubemi, Toke Alex-Ibru, Helen Dasouza, Alhaji Aminu Abdulkar, Pascal Demarchi, Chief Paul Obi, Nagendra Kishore Verma, Roka Chhetri Chiranjibi, Daniel Olugbenga Aluko, Ronak Ramesh Kansagra, Wesam Okasha, Aurelio Fernandez-Concheso, Damirca Prieto, Rodolfo Ruiz and Cristina Mujica;
- (ii) the settlor of The Pavel Trust, Kamlabai Shantilal Nathalal Patel; and
- (iii) the following individuals who are presumed to be acting in concert with Solai: Ramesh Shantilal Kansagra, Rajni Kansagra, Hetal Kansagra, Bhupendra Shantilal Kansagra, Sunil Kansagra, Rishi Ramesh Kansagra and Ronak Kansagra (some of them also being directors of companies comprising the Purebond Group).

### 3.1.1 *Purebond*

Purebond is a private limited company incorporated in England and Wales with company number 02627740 and having its registered office at Portland House 69-71 Wembley Hill Road, Wembley, Middlesex, England, HA9 8BU. Founded in 1991, Purebond is a multi-stage sector-agnostic investment company, focusing on investments across a range of sectors including natural resources, healthcare and other general business sectors, with investments up to US\$ 300 million.

The following information has been substantially extracted from the accounts of Purebond for the year ending 31 December 2021, being the last set of filed accounts (the "Purebond Accounts").

#### **The Business Model**

The principal activity of Purebond is that of an investment holding company providing technical know-how and management services to its subsidiary with a holding of 64% being in Nipco Plc, a public limited liability company incorporated in Nigeria and to 11 Plc a sub-subsidiary of Nipco Plc, also incorporated in Nigeria. Nipco Plc holds an equity share interest of 84.03% in 11 Plc.

The principal activity of Nipco Plc and its subsidiaries continues to be buying, storing, selling and distribution of petroleum products to Independent Petroleum Marketers Association of Nigeria

(IPMAN) members and other customers. The group also markets liquified petroleum gas (LPG), compressed natural gas (CNG), automated gas oil (AGO), aviation turbine kerosene (ATK) and lubricants.

The principal activity of 11 Plc, also incorporated in Nigeria and 84.03% owned (indirectly) by Nipco Plc, is marketing of petroleum products and property investments. The petroleum segment of the business is generated from the sale of white products and lubricants. The property segment of the business is generated from the rental income on its investment properties and service stations. 11 Plc has a subsidiary which operates a hotel that has undergone renovation and significant upgrade contributing to the steady increase in revenues.

Purebond has strategically diversified its investment portfolio to include passive investments into equities both in private companies and listed companies on a recognised stock exchange.

## **REVIEW OF BUSINESS STRATEGY**

The investment in Nipco Plc and its subsidiaries form a significant part of the Purebond investment portfolio which as a group reported 29% increase in revenue and 52% increase in profit before taxation with an overall increase of 10% in the assets value. The technical management services contract with Nipco Plc & 11 Plc continues to produce a stable income stream whilst at the same time favourable trading at the subsidiary is enabling it to pay a consistent dividend.

Turnover in the year to 31 December 2021 of \$12.64m reflected a decrease of 11.5% in comparison to the previous year ending 31 December 2020 (\$14.28m). Headline operating profit was \$11.1m (December 2020: \$13.2m). The shareholders' funds of Purebond decreased to \$30.2m (December 2020: \$34.6m) as a result of dividend paid of \$15m.

The directors of Purebond are satisfied with the results and believe that Purebond remains in a strong position to maintain the investment position and its deliverables whilst diversifying into other investments for growth and increase in income.

Here ends the extracts from the Purebond Accounts.

The directors of Purebond are Mr Bhupendra Shantilal Kansagra, Mr Ramesh Shantilal Kansagra and Mr Rishi Ramesh Kansagra. The 100 per cent. direct shareholder of Purebond is Solai Holdings Limited ("**Solai Holdings**"). Please see paragraph 3.3 below for further information on the group structure.

Mr. Bhupendra Kansagra has an accounting background and is the CFO. Mr. Ramesh Shantilal Kansagra is the CEO and has a background in microbiology. Mr. Rishi Ramesh Kansagra has a PPE degree from Oxford and is the COO.

The memorandum and articles of Purebond are publicly available for download from Companies House.

### **3.1.2 *Solai***

Solai is a stand-alone pension scheme and has its registered office at Portland House 69-71 Wembley Hill Road, Wembley, Middlesex, England, HA9 8BU and registration number 10150369.

The trustees of Solai are Mr Ramesh Shantilal Kansagra, Mr Rajni Kansagra, Mr Bhupendra Shantilal Kansagra, Mr Sunil Kansagra, Mr Rishi Ramesh Kansagra and Mr Ronak Kansagra.

**3.2** Mr Bhupendra Shantilal Kansagra, Mr Ramesh Shantilal Kansagra and Mr Rishi Ramesh Kansagra are both directors of Purebond and trustees of Solai.

### **3.3 Purebond Group Structure**

**3.3.1** The 100 per cent. direct shareholder of Purebond is Solai Holdings, a company incorporated in England and Wales, with register number 01882065, with registered office at Portland House 69-71 Wembley Hill Road, Wembley, Middlesex, England, HA9 8BU.

3.3.2 The 100 per cent. direct shareholder of Solai Holdings is Matel Limited, a company incorporated in Jersey with registered office at Oriel House, York Lane, St. Helier, JE2 4YH, Jersey (“**Matel**”).

3.3.3 The 100 per cent. direct shareholder of Matel is The Pavel Trust (“**Pavel**”). Pavel has its registered office at PO Box 36, Sommerville House, Phillips Street, St. Helier, JE4 9NU, Jersey. The trustees of Pavel are Verite Trust Company Limited. The settlor of the trust is Kamlabai Shantilal Nathalal Patel who is the mother of Mr Bhupendra Shantilal Kansagra, Mr Ramesh Shantilal Kansagra and Mr Rajni Kansagra. The trust is a discretionary trust with a wide class of beneficiaries. The class of beneficiaries includes the settlor’s children. No other individual or entity has the ability to exercise control over Pavel.

3.3.4 Solai is a pension scheme that has been set up for the benefit of directors and members of the Kansagra family employed by Solai Services Limited (a wholly owned subsidiary of Solai Holdings Limited). The scheme is not open to other employees.

3.4 Mr Rajni Kansagra is a trustee of Solai, brother of Bhupendra Shantilal Kansagra and Ramesh Shantilal Kansagra, and uncle of Rishi Ramesh Kansagra (directors of Purebond). In addition, he is a director of the following companies that are controlled by or under the same control as Purebond: Solai Holdings Limited, Bish 2 Limited, Solai Services Limited, Solai House Limited, Bishopswood Estates Limited, 73WHR Limited and Iceport Limited.

3.5 Hetal Kansagra is Mr Rajni Kansagra’s daughter in law.

3.6 Effect of the Stage 2 Subscription on the Concert Party’s Earnings and Assets/Liabilities

In respect of Purebond, the only effect the Stage 2 Subscription will have on its earnings and assets/liabilities is a change of asset class from cash to Ordinary Shares in Kavango.

No other member of the Concert Party is participating in the Stage 2 Subscription.

3.7 Persons who have invested in the Concert Party

Solai Holdings is the 100 per cent. direct shareholder of Purebond. Please see paragraph 3.1 above for further information on the Purebond Group.

Solai does not have any shareholders as it is a pension scheme.

3.8 How the Stage 2 Subscription is being financed and sources

The Stage 2 Subscription funds are being provided by profits generated in the Purebond Group.

#### 4. DEFINITIONS

For the purposes of this Part 2, reference to:

<b>“acting in concert”</b>	has the meaning attributed to it in the Takeover Code;
<b>“arrangement”</b>	includes any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;
<b>“connected adviser”</b>	connected adviser normally includes only the following: (1) in relation to the offeror or the offeree company: (a) an organisation which is advising that party in relation to the offer; and

(b) a corporate broker to that party; and

(2) in relation to a person who is acting in concert with the offeror or the offeree company, an organisation which is advising that person either:

- (a) in relation to the offer; or
- (b) in relation to the matter which is the reason for that person being a member of the relevant concert party. Such references do not normally include a corporate broker which is unable to act in connection with the offer because of a conflict of interest;

**“connected person”**

has the meaning attributed to it in section 252 of the Companies Act 2006;

**“control”**

control means an interest, or interests, in shares carrying in aggregate 30% or more of the voting rights (as defined below) of a company, irrespective of whether such interest or interests give de facto control;

**“dealing” or “dealt”**

includes the following:

- (a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of voting rights attached to relevant securities, or of general control of relevant securities;
- (b) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a trade option contract) in respect of any relevant securities;
- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the exercise or conversion of any relevant securities carrying conversion or subscription rights (whether in respect of new or existing securities);
- (e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;

(f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and

(g) the redemption or purchase of, or taking or exercising an option over, an of its own relevant securities by the offeree company or an offeror; or

(h) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

**“derivative”**

includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;

**“disclosure period”**

means the period commencing on 28 September 2022, being the date 12 months prior to the publication of this Document and ending on the disclosure date;

**“directors”**

Directors include persons in accordance with whose instructions the directors or a director are accustomed to act;

**“interested”**

in relevant securities includes where a person:

(a) owns relevant securities;

(b) has a right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control of them;

(c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire relevant securities or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or

(d) is party to any derivative whose value is determined by reference to their price and which results, or may result, in his having a long position in them;

**“relevant securities”**

include:

- (a) securities of the offeree company which are being offered for or which carry voting rights;
- (b) equity share capital of the offeree company and an offeror;
- (c) securities of an offeror which carry substantially the same rights as any to be issued as consideration for the offer; and
- (d) (d) securities of the offeree company and an offeror carrying conversion or subscription rights into any of the foregoing;

**“short position”**

means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, agreement to sell or any delivery obligation or right to require any other person to purchase or take delivery.

## 5. INTERESTS AND DEALINGS IN RELEVANT SECURITIES

5.1 As at 25 September 2023 (being the latest practicable date prior to the date of this document), the interests of each Director, including those of any connected person (within the meaning of section 252 of the CA 2006 and the provisions of the Disclosure Guidance and Transparency Rules), the existence of which is known to, or could with reasonable diligence be ascertained by, that Director whether or not held through another party, in the share capital of the Company were as follows:

<b>Name</b>	<b>Ordinary Shares</b>	<b>%</b>
David Smith <sup>(1)</sup>	173,939	0.02%
Matthew Benjamin Turney <sup>(2)</sup>	8,970,551	1.06%
Brett James Grist	920,245	0.11%
Hillary Nyakunengwa Gumbo	16,520,137	1.95%
Jeremy S. Brett	-	0.00%
Peter Francis Wynter Bee <sup>(3)</sup>	8,218,182	0.97%

(1) Mr Smith's shares are held by Capital Financial Markets Limited, a nominee account.

(2) 6,025,095 of Mr Turney's shares are held in his personal name. 2,445,456 shares are held by Dynamic Investor Relations Limited, a company Mr Turney in aggregate directly and indirectly owns 70% of its entire issued share capital. 500,000 shares are held by Eridge Capital (UK) Limited, a company of which Mr Turney owns the entire issued share capital. All of Mr Turney's shares are held by way of nominee accounts.

(3) Held in Wynter Bee Resources Ltd, a company in which Peter Wynter Bee holds a 25% stake and his wife, Sarah Wynter Bee, holds a 25% stake.

5.2 As at 25 September 2023 (being the latest practicable date prior to the date of this document), the interests of each Director, including those of any connected person (within the meaning of section 252 of the CA 2006 and the provisions of the Disclosure Guidance and Transparency Rules), the existence of which is known to, or could with reasonable diligence be ascertained by, that Director whether or not held through another party, in options in respect of the share capital of the Company were as follows:

Optionholder Name	Exercise Price	Number of options	Percentage of Enlarged	Vesting Conditions
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				<b>Issued Share Capital</b>
<b>Directors</b>				
David Smith	3p	2,000,000	0.15%	<p>The options are subject to a vesting period of six months from the date of grant, subject to continuous employment or commercial engagement with the Company.</p> <p>The options only become exercisable once the closing mid-market share price closes at 6 pence or above on five separate trading days.</p> <p>The options fully vest in the event the closing mid-market share price closes at 7.5 pence or above on five separate trading days, or the Company is subject to a change of control.</p>
David Smith	3.3p	1,500,000	0.11%	<p>The options are subject to the participant being employed by the Company, with half the options vesting after one year and the remainder vesting after two years.</p>
Matthew Benjamin Turney	3.3p	2,000,000	0.15%	<p>The options are subject to the participant being employed by the Company, with half the options vesting after one year and the remainder vesting after two years.</p>
Matthew Benjamin Turney	7.5p	4,500,000	0.34%	<p>The options are subject to the participant being employed by the Company, with half the options vesting after one year and the remainder vesting after two years. Exercisable only once the Company's share price has closed at not less than 15 pence on five trading days (not necessarily consecutive).</p>
Matthew Benjamin Turney	3p	10,000,000	0.77%	<p>The options are subject to a vesting period of six months from the date of grant, subject to continuous employment or commercial engagement with the Company.</p> <p>The options only become exercisable once the closing mid-market share price closes at 6 pence or above on five separate trading days.</p> <p>The options fully vest in the event the closing mid-market share price closes at 7.5 pence or above on five separate trading days, or the Company is subject to a change of control.</p>
Brett Grist	3p	6,500,000	0.50%	<p>The options are subject to a vesting period of six months from the date of grant, subject to continuous employment or commercial engagement with the Company.</p> <p>The options only become exercisable once the closing mid-market share price closes at 6 pence or above on five separate trading days.</p>
Hillary Gumbo	0.8p	500,000	0.04%	<p>The options fully vest in the event the closing mid-market share price closes at 7.5 pence or above on five separate trading days, or the Company is subject to a change of control.</p> <p>N/A</p>
Hillary Gumbo	2.5p	2,680,000	0.21%	<p>N/A</p>
Hillary Gumbo	2.8p	500,000	0.04%	<p>N/A</p>
Hillary Gumbo	7.5p	1,000,000	0.08%	<p>The options are subject to the participant being employed by the Company, with half the options vesting after one year and the remainder vesting after two years. Exercisable only once the Company's share price has closed at not less than 15 pence on five trading days (not necessarily consecutive).</p>
Hillary Gumbo	3p	2,820,000	0.22%	<p>The options are subject to a vesting period of six months from the date of grant, subject to continuous employment or commercial engagement with the Company.</p> <p>The options only become exercisable once the closing mid-market share price closes at 6 pence or above on five separate trading days.</p>

				The options fully vest in the event the closing mid-market share price closes at 7.5 pence or above on five separate trading days, or the Company is subject to a change of control.
Jeremy Brett <sup>(1)</sup>	3p	6,500,000	0.50%	The options are subject to a vesting period of six months from the date of grant, subject to continuous employment or commercial engagement with the Company.
				The options only become exercisable once the closing mid-market share price closes at 6 pence or above on five separate trading days.
Peter Wynter Bee	3p	2,000,000	0.15%	The options fully vest in the event the closing mid-market share price closes at 7.5 pence or above on five separate trading days, or the Company is subject to a change of control. The options are subject to a vesting period of six months from the date of grant, subject to continuous employment or commercial engagement with the Company.
				The options only become exercisable once the closing mid-market share price closes at 6 pence or above on five separate trading days.
				The options fully vest in the event the closing mid-market share price closes at 7.5 pence or above on five separate trading days, or the Company is subject to a change of control.

(1) Held via Jeremy S. Brett International Consulting Ltd

5.3 In addition to the Concert Party and the information set out above, the following shareholder holds 5% or more in the share capital of the Company:

Name	Ordinary Shares	%
Power Metal Resources PLC	69,500,000	8.22

5.4 The dealings by the Concert Party in Ordinary Shares during the disclosure period were as follows:

- 5.4.1 Mr Rajni Kansagra, a trustee of Solai, subscribed for 1,128,019 Ordinary Shares on 3 November 2022 by way of a market purchase; and his daughter in law Hetal Kansagra subscribed for 445,628 Ordinary Shares on 4 November 2022 by way of a market purchase.
- 5.4.2 Purebond subscribed for 85,000,000 Ordinary Shares in the November 2022 Placing. Purebond further subscribed for the 140,000,000 Stage 1 Subscription Shares pursuant to the Stage 1 Subscription, such shares having been allotted and issued on 28 June 2023, following agreement by the Panel.
- 5.4.3 In addition, Solai subscribed for 1,000,000 Ordinary Shares in the July 2021 Placing.

5.5 As at 25 September 2023 (being the latest practicable date prior to the date of this document), the interests of each member of the Concert Party in the share capital of the Company were as follows:

Name	Ordinary Shares	%
Purebond	225,000,000	26.61%
Solai	1,000,000	0.12%
Rajni Kansagra	1,128,019	0.13%
Hetal Kansagra	445,628	0.20%
<b>Total Concert Party</b>	<b>227,573,647</b>	<b>27.06%</b>

5.6 In addition, Purebond holds 85,000,000 warrants as set out in paragraph 7 of Part I.

5.7 Except as disclosed in paragraph 5.4 of this Part II, during the disclosure period, there were no dealings in the share capital of the Company by members of the Concert Party.

5.8 Save as disclosed in this Part II of this Circular, as at 25 September 2023 (being the latest practicable date prior to the date of this document), none of:

- the Company;
- the Directors or their respective immediate families, related trusts or any other connected persons;
- any person acting in concert with the Company;
- any person who is a party to an arrangement with the Company or any person acting in concert with the Company of the kind referred to in Note 11 on the definition of "acting in concert" in the Code;
- any member of the Concert Party or any of their directors or trustees; or
- any person who is a party to an arrangement with any member of the Concert Party or any person acting in concert with any member of the Concert Party of the kind referred to in Note 11 on the definition of "acting in concert" in the Code,

held any interest in or right to subscribe for or any short position in any relevant securities of the Company, nor had any agreements to sell or any delivery obligations or rights to require another person to purchase or take any delivery of any relevant securities of the Company nor had borrowed or lent any relevant securities of the Company (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code) nor has any such person dealt in any relevant securities of the Company during the disclosure period.

5.9 During the disclosure period, the Company has not redeemed or purchased any of its relevant securities or taken or exercised an option over any of its relevant securities.

5.10 Neither the Company nor any of the Directors (including any members of such Directors' respective immediate families, related trusts or connected persons or any person acting in concert with the Company) had an interest in or right to subscribe for, or had any short position in relation to, any relevant Concert Party securities.

## 6. GENERAL

6.1 As at the disclosure date, there were no agreements, arrangements or understandings (including any compensation arrangement) between any member of the Concert Party or any person acting in concert with a member of the Concert Party and any of the Directors, recent directors, shareholders or recent shareholders of the Company, or First Sentinel and any of its directors, or any person interested or recently interested in Ordinary Shares having any connection with or dependence upon the transactions set out in this document.

6.2 There is no agreement, arrangement or understanding whereby the beneficial ownership of the new Ordinary Shares to be issued to Purebond pursuant to the Transaction will be transferred to any other person.

6.3 Purebond will fund the subscription of the Stage 2 Subscription through the use of its own resources.

## 7. MATERIAL CONTRACTS

### KAVANGO

The following contracts, not being in the ordinary course of business, have been entered into by the Group within the two years immediately preceding the date of this Circular and are, or may be, material or are, or may, contain provisions under which any member of the Group has an obligation or entitlement which is material to the Group:

### ***Agreements relating to LVR***

### 7.1 LVR Farm-In Agreement

On 30 January 2020, Kavango Minerals and LVR entered into a Farm-in Agreement pursuant to which LVR conditionally agreed to sell to Kavango Minerals, and Kavango Minerals agreed to acquire from LVR, up to a 90% interest in the licences and/or joint venture licences in Botswana held by LVR.

Certain provisions of the agreement did not become binding until (i) a due diligence report had been compiled and submitted by a legal representative of Kavango Minerals confirming the legal integrity of LVR and the rightful ownership of the joint venture licences and that the information given to Kavango Minerals by LVR regarding the joint venture licences was true and correct; and (ii) Kavango Minerals made the required introduction payment of US\$20,000 to LVR within ten business days of the satisfaction or waiver of the condition above (together referred to as the **“Conditions”**).

The first of these Conditions could only be waived by Kavango Minerals and was required to be satisfied within 60 business days after the date of the agreement, unless an extension was agreed between Kavango Minerals and LVR. If the first Condition was not satisfied in the required timeframe, then Kavango Minerals had a right to terminate the agreement. The second Condition could only be waived by LVR and if the second Condition was not satisfied within 60 business days after the date of the agreement, LVR had a right to terminate the agreement.

The agreement terminated (in relation to any Licence which has been incorporated into a JV Company) on the date that Kavango Minerals and LVR executed the Joint Venture Agreement. The agreement will continue in full force, effect and validity with respect to any Licence subject to the agreement which had not yet been relinquished or incorporated into a Joint Venture Company.

For an agreement of this type, customary obligations were agreed to and customary warranties, undertakings and indemnities were provided by the parties.

The agreement was subsequently altered pursuant to the LVR Acceleration MoU set out at paragraph 7.2 below.

### 7.2 LVR Acceleration MoU

On 25 November 2021, the Company, Kavango Minerals and LVR entered into a memorandum of understanding, which set out the basis on which the farm-in agreement entered into by Kavango Minerals and LVR on 28 January 2020 was to be altered. The farm-in agreement was to be altered to take account of the fact that Kavango Minerals would acquire an additional 65% of the shares in Shongwe Resources Ltd (**“Shongwe”**) from LVR so that it would have a 90% stake in Shongwe and LVR would have a 10% stake. Shongwe holds prospecting licences PL083/2018 and PL082/2018 on the Kalahari Copper Belt.

As consideration for the shares in Shongwe, the Company agreed to issue 2,000,000 ordinary shares in itself to LVR at an issue price of 5.5p per share, credited as fully paid, and to issue 2,000,000 two-year warrants exercisable at 8.5p per share. The warrants were due to be subject to an acceleration clause whereby if the Company's shares closed above 17p for five trading days, it would issue 10 working days' notice of accelerated exercise, with payment due 10 working days later.

The memorandum was governed by the laws of England and Wales.

### 7.3 LVR Share Purchase Agreement

The Company, Kavango Minerals and LVR entered into a share purchase agreement on 26 August 2022 (the **“LVR SPA”**) whereby in consideration for the payments to be made by the Company under the terms of the LVR SPA, the Company's wholly-owned subsidiary, Kavango Minerals, acquired 65% of the issued shares in Shongwe from LVR, increasing its holding to 90% of the issued share capital of LVR.

The Company agreed to purchase 65 fully paid and issued ordinary shares of 1 BWP each in Shongwe (the **“Shongwe Sale Shares”**). The total consideration for the Shongwe Sale Shares was:

- £110,000 to be held until completion by the Company on LVR's behalf and used by the Company on LVR's behalf at completion for the subscription of 2,000,000 shares in the Company at an agreed price of £0.055 per share; and
- 2,000,000 warrants exercisable pursuant to a warrant instrument.

(the “**Shongwe Purchase Price**”).

Completion was to take place when agreed by the parties in writing, and two business days after the date on which all conditions were fully satisfied or waived.

LVR provided warranties and indemnities to the Company which were customary for an agreement of this type.

The parties agreed that the aggregate liability of LVR would not exceed an amount equal to the Shongwe Purchase Price. Furthermore, LVR would not be liable for a Claim (as defined in the LVR SPA) unless:

- its liability in respect of such Claim (together with any connected Claims) exceeds £5,000; and
- the amount of LVR’s liability in respect of such Claim, either individually or when aggregated with LVR’s liability for all other Claims (other than those excluded by the paragraph above) exceeds £50,000, in which case LVR shall be liable for the whole amount of the Claim and not just the amount above the £50,000 threshold.

Customary limitation periods on tax warranties and non-tax warranties were agreed.

The SPA is governed by English law.

#### 7.4 LVR Joint Venture Agreement

On 26 August 2022, and further to the LVR Acceleration MoU, Kavango Minerals and LVR signed a joint venture agreement in relation to the business operation of Shongwe (the “**LVR JVA**”).

The parties agreed that the business of Shongwe was the exploration of minerals in Licences PL082/2018 and PL083/2018 (the “**Shongwe Licences**”).

Completion was to take place when agreed by the parties in writing, and two business days after the date on which all conditions were fully satisfied or waived. At completion, Brett Grist, Hillary Gumbo and Tiyapo Hudson Ngwisanzi were to be appointed as the Kavango directors, and Lepate Vincent Ramokate as the LVR director. Brett Grist was to be the chair of the board, and Tiyapo Hudson Ngwisanzi to be the managing director.

A list of customary reserved matters was included in the LVR JVA, which prior written approval of a majority is required before such matters are carried out.

Kavango Minerals was engaged by Shongwe to be the operator unless and until replaced or unless Kavango Minerals resigns in accordance with the terms of the LVR JVA. Kavango Minerals, as the operator, was given full authority to manage the affairs and direct all activities in respect of Shongwe, the Shongwe Licences and the land and property to which the Shongwe Licences relate (the “**Shongwe Licence Property**”), and to effect any other matters approved by the board. The powers and duties granted to Kavango Minerals include, *inter alia*, implementing all budgets and expenditure required under the Exploration Program (as defined in the LVR JVA), providing LVR with reports relating to the ongoing Exploration Programme where it in its sole discretion deems necessary, maintaining accurate books, records and accounts in respect of the Shongwe Licence Property, procuring the exploration in respect of the Shongwe Licences in accordance with the Exploration Programme and the terms of each Shongwe Licence and the Mines and Minerals Act 1999 (Botswana), and all other matters and activities required or approved by the board from time to time. The parties agreed that Kavango Minerals may delegate its functions and, in connection with the matters contemplated by the LVR JVA, shall also not be liable for any act done or omitted to be done by it as Operator or any of its subcontractors or delegates and that it shall be indemnified by Shongwe except to the extent that Kavango Minerals commits wilful misconduct or gross negligence.

Kavango Minerals may be removed as Operator by a majority vote of shareholders holding in excess of 50% shares of Shongwe. It must remain as Operator unless it resigns by notice in writing to the board, but will not be released from its duties until 90 days after its resignation unless a successor Operator has been appointed prior to the expiration of the 90 day period. LVR shall have the right, exercisable within 10 days of Kavango Minerals’ resignation, to be appointed as successor Operator subject to the terms of the LVR JVA.

The parties agreed that Kavango Minerals shall carry 100% of LVR’s contribution to the exploration expenditure prior to the date of delivery of a Bankable Feasibility Study (as defined in the LVR JVA) to the board or to the shareholders of Shongwe. Afterwards, Kavango Minerals may submit to LVR a statement

requesting that LVR provide funds for any future expenditures in respect of an exploration programme. Kavango Minerals may determine that the funds be in the form of loans (the interest rate shall not exceed 8% per annum above the Bank of England base rate) to Shongwe or a subscription of new shares, or a combination of both. If LVR fails to advance the funds, Kavango Minerals has the power to dilute LVR's shareholding in accordance with a formula stipulated in the JVA.

The LVR JVA is governed by English law.

#### **7.5 LVR Warrant Instrument**

Pursuant to the SPA, the Company executed a warrant instrument on 17 November 2022 whereby LVR was granted 2,000,000 two-year warrants exercisable at 8.5p per share. The warrants are subject to an acceleration clause whereby if the Company's shares close above 17p for five trading days, it will issue 10 working days' notice of accelerated exercise, with payment due 10 working days later.

#### ***Agreements relating to Spectral***

#### **7.6 Spectral Warrant Instrument**

The Company executed a warrant instrument on 29 April 2022, whereby it agreed to create and issue warrants to Spectral in relation to Spectral's subscription to 3,000,000 ordinary shares of £0.001 each. There were three tranches of the warrants: (i) 1,000,000 warrants to vest on completion of the first five ground-based remote sensing surveys in the Kalahari Suture Zone; (ii) 1,000,000 warrants to vest on completion of the second five ground-based remote sensing surveys in the Kalahari Suture Zone; and (iii) 1,000,000 warrants to vest on completion of the third five ground-based remote sensing surveys in the Kalahari Suture Zone. Each warrant was exercisable at 4.25p per ordinary share with an exercise period commencing on 18 April 2021 and ending on 18 April 2025. The instrument was governed in accordance with the law of England and Wales.

#### ***Agreements relating to the May 2022 Placing***

#### **7.7 May 2022 Placing Letters**

Each May 2022 placee participating in the May 2022 Placing entered into a May 2022 Placing Letter with First Equity, each on similar terms as follows.

Pursuant to the May 2022 Placing Letters, each May 2022 placee agreed as a legally binding obligation to subscribe for the number of May 2022 placing shares set out on the relevant May 2022 Placing Letter at the May 2022 placing price of 3p. The obligations to subscribe were irrevocable and conditional only upon admission becoming effective not later than 23 May 2022 (or such later date as agreed with First Equity and the Company, being not later than 31 May 2022). Customary representations and warranties for a document of this type were given by each May 2022 placee. The May 2022 Placing Letters were governed by English law.

#### **7.8 May 2022 Warrant Instrument**

Pursuant to the May 2022 Placing, the Company executed a warrant instrument pursuant to which it committed to issue, subject to approval of a prospectus, to each May 2022 placee one-for-one warrants, exercisable at 5p per share until 31 December 2023.

#### ***Agreements relating to Kanye Resources***

#### **7.9 Kanye Acquisition Agreement**

On 8 July 2022, Kavango and Power Metal entered into a conditional acquisition agreement (the "**Acquisition Agreement**") pursuant to which Power Metal agreed to sell and Kavango agreed to acquire:

- Power Metal's 50% shareholding in Kanye Resources Pty Limited, a Botswana incorporated company ("**Kanye Botswana**"). Kanye Botswana holds 10 prospecting licences in the Kalahari Copper Belt and 2 licences representing the Ditau Camp Project;
- Power Metal's beneficial ownership of its 50% shareholding in Kanye Resources PLC ("**Kanye Resources**"); and

- the benefit of the debts created pursuant to the joint venture, which includes the June cash call which was outstanding from Power Metal as at the date of the Acquisition Agreement,

including all associated interests and obligations (the “**Kanye Transaction**”). The agreement noted that the parties had a joint venture, being Kanye Resources, in which Power Metal and Kavango each had a 50% shareholding and Kavango is the operator.

The Kanye Transaction was conditional upon the publication of a new prospectus by Kavango and the consideration for the Kanye Transaction was as follows:

- the issue to Power Metal of 60 million ordinary shares in Kavango with a deemed issue price of 3p per ordinary share. Such shares to be subject to a lock-in agreement;
- the issue to Power Metal of 60 million warrants with the right to subscribe for new ordinary shares in Kavango for a period of 30 months from the date of the Acquisition Agreement. The warrants to be made in 2 tranches of 30 million warrants each (the first tranche with an exercise price of 4.25p per ordinary share and the second tranche for 5.5p per ordinary share);
- the issue to Power Metal of 15 million variable price warrants with a six month life to expiry from the date of the Acquisition Agreement, with a minimum exercise price of 3p and an actual exercise price of a 15% discount to the volume weighted average share price on the date of exercise. If all variable price warrants were exercised, within the six month period, Power Metal would receive 15 million replacement warrants on the same exercise terms and with a 12 month exercise period from the date of issue;
- Power Metal will receive a 1% Net Smelter Return across all Kanye Resources licence areas (of which a net smelter royalty agreement will be prepared following publication of the November 2022 Prospectus).
- Should Kavango sell all or part of Kanye Resources in excess of £7.5million, Power Metal will be paid a proportion of the gross excess received by Kavango above the £7.5 million, being: (i) a 20% premium should the sale takes place within 6 months of the date of the Acquisition Agreement, (ii) a 15% premium should the sale take place within 7-12 months from the date of the Acquisition Agreement; (iii) a 10% premium should the sale take place within 13-18 months from the date of the Acquisition Agreement; or (iv) a 5% premium should the sale take place within 19-24 months from the date of the Acquisition Agreement, after which the sell on premium will lapse.

Completion was agreed to take place within 5 business days of the publication of the November 2022 Prospectus. The Transaction was conditional and the parties agreed that:

- no further cash calls will be made from the Kanye joint venture to Power Metal following the June cash call (the outstanding June cash call payable to the Kanye joint venture by Power Metal has been capped at USD 125,000);
- Power Metal is prohibited from exercising its warrants or acquiring shares that increase its holding in Kavango to 30% or more;
- Power Metal has the right (for 24 months from the date of the Acquisition Agreement) to participate in any financing performed by Kavango to maintain Power Metal’s percentage holding;
- the consideration will be offset against the acquisition by Kavango of the debt then the royalty and sell on premium, and then the purchase of the Kanye Botswana and Kanye Resources shares;
- Power Metal shall have the right to acquire any Kanye joint venture prospecting licences that Kavango wishes to relinquish for \$1,000 per licence (for two years); and
- completion of the Transaction shall constitute the termination of the Kanye joint venture.

The agreement is governed in accordance with English Law.

## 7.10 Power Metal Lock-in Agreement

On 17 November 2022, Power Metal entered into a lock-in agreement with the Company pursuant to which it undertook to the Company that, subject to admission of the shares being issued pursuant to the November 2022 Prospectus (the “**November 2022 Admission**”), it would not, except in certain specified circumstances, sell, transfer, grant any option over or otherwise dispose of the legal, beneficial or any other interest in 60,000,000 Ordinary Shares held at the November 2022 Admission prior to the first anniversary of the November 2022 Admission, without the Company’s prior written approval.

#### **7.11 Tranche 1 Consideration Warrant Instrument**

Pursuant to the Acquisition Agreement, the Company executed a warrant instrument pursuant to which it issued, subject to approval of the November 2022 Prospectus, 30,000,000 warrants to Power Metal, exercisable at 4.25p per share with an exercise period expiring on 8 January 2025.

#### **7.12 Tranche 2 Consideration Warrant Instrument**

Pursuant to the Acquisition Agreement, the Company executed a warrant instrument pursuant to which it issued, subject to approval of the November 2022 Prospectus, 30,000,000 warrants to Power Metal, exercisable at 5.5p per share with an exercise period expiring on 8 January 2025.

### ***Agreements relating to Tamesis***

#### **7.13 Tamesis Letter of Engagement**

On 28 July 2022, the Company entered into an engagement letter agreement with Tamesis Partners LLP (“**Tamesis**”) pursuant to which Tamesis agreed to act as the Company’s financial adviser in relation to a possible corporate transaction involving the Company’s Kalahari Suture Zone Project, Botswana, which could include a joint venture, earn-in, funding or other corporate transaction (a “**Tamesis Transaction**”).

The agreement was for a term of six months commencing on the date of the agreement. The term could be extended by written agreement, but could also be shortened if a Tamesis Transaction completed early than anticipated, if the parties agree to terminate, or if either party materially breaches the contract and the other party elects to terminate.

Tamesis agreed to provide a range of services to the Company including, *inter alia*: advising on the feasibility and merits of a Tamesis Transaction, assisting with the realisation of a Tamesis Transaction, setting up a data room, preparing marketing materials, due diligence, communicating with potential partners and investors, advising on negotiations and liaising with other parties and advisors involved in a Tamesis Transaction.

For the services to be rendered, the Company agreed to pay Tamesis:

#### *Retainer fee*

- a) A fee of US\$10,000 per month payable monthly in advance from the date of the agreement (the “**Retainer Fee**”). Any Retainer Fee payments to be offset against any success fees set out at (b) and (c) below.

#### *Success fees*

- b) A commission of 5% of any equity funds or other consideration received by the Company pursuant to an investment or Tamesis Transaction consideration.
- c) An advisory fee, payable in cash, of US\$300,000 upon the Company entering into definitive documentation in respect of a Tamesis Transaction (the “**Tamesis Advisory Fee**”). At the Company’s election, issued at a price of up to one third of the Tamesis Advisory Fee can be satisfied by the issuance of new ordinary shares in the capital of the Company, issued at a price equal to a 10-day volume weighted average price of the Company’s shares on the London Stock Exchange prior to the date of announcement of such issuance. The Tamesis Advisory Fee is not payable where the Tamesis Transaction is only an equity placement and where fees are received by Tamesis pursuant to (b) above.

The Company will pay VAT on top of these fees, where applicable.

In addition to the fees set out above, Tamesis were to also be issued warrants with a face value of £250,000, exercisable for two years from the date of issuance, at a price of 3p per share (the “**Tamesis Warrants**”). If the closing price of the Company’s shares on the London Stock Exchange equals or exceeds 6p per share for a period of 20 consecutive trading days, and providing Tamesis is not restricted from trading in the shares, the Company is entitled to accelerate the expiry date of the Tamesis Warrants to the date that is not less than 30 trading days following the date of notice of such acceleration.

If a Tamesis Transaction, or a broadly similar one, completes within six months of this agreement terminating, the Company shall pay Tamesis the fees that would have been payable pursuant to (a) to (c) set out above upon closing of the Tamesis Transaction.

Tamesis was also entitled to reimbursement of reasonably incurred and evidenced expenses and disbursements. The Company’s prior approval was required before Tamesis incurred an expense exceeding £1,000 and aggregate expenses exceeding £5,000.

Customary indemnities and limitations on liability were also agreed.

#### **7.14 Tamesis Warrant Instrument**

Pursuant to the Tamesis letter of engagement, the Company executed a warrant instrument pursuant to which it issued 8,333,334 warrants to Tamesis, exercisable at 3p per share with an exercise period of two years from the date of issue. If the closing price of the Company’s shares on the London Stock Exchange equals or exceeds 6p per share for a period of 20 consecutive trading days, and providing Tamesis is not restricted from trading in the shares, the Company is entitled to accelerate the expiry date of the Tamesis Warrants to the date that is not less than 30 trading days following the date of notice of such acceleration.

### ***Agreements relating to the October 2022 Subscription, the November 2022 Placing and the November 2022 Subscription***

#### **7.15 October 2022 Subscription Letter**

On 25 October 2022, 27,777,777 new Ordinary Shares were agreed to be issued on or around 30 November 2022 pursuant to a subscription letter for a direct subscription with a single strategic investor, with warrants attached on a one-for-one basis exercisable at 3p for a term of 24 months from the date of issue. The issue of the warrants required approval of shareholders at the next general meeting following approval of the November 2022 Placing.

Pursuant to the subscription letter, the subscriber agreed as a legally binding obligation to subscribe for 27,777,777 subscription shares set out on their subscription letter at the placing price of 1.8p. The obligations to subscribe were irrevocable and conditional only upon admission becoming effective on or around 30 November 2022. Customary representations and warranties for a document of this type were given by the subscriber. The subscription letter was governed by English law.

#### **7.16 November 2022 Placing Letter**

Each placee participating in the November 2022 Placing entered into a placing letter with First Equity.

Pursuant to the placing letter, each placee agreed as a legally binding obligation to subscribe for the number of placing shares set out on the placing letter at the placing price of 1.8p. The obligations to subscribe were irrevocable and conditional only upon admission becoming effective not later than 14 November 2022 (or such later date as agreed with First Equity and the Company, being not later than 31 December 2022). Warrants were attached on a one-for-one basis exercisable at 3p for a term of 24 months from the date of issue. The issue of the warrants required approval of shareholders at the next general meeting following approval of the November 2022 Placing. Customary representations and warranties for a document of this type were given by each Placee. The placing letters were governed by English law.

#### **7.17 November 2022 Subscription Letters**

Each subscriber participating in the November 2022 Subscription entered into a subscription letter with the Company, each on similar terms as follows.

Pursuant to the subscription letters, each subscriber agreed as a legally binding obligation to subscribe for the number of subscription shares set out on their respective subscription letter at the placing price of 1.8p. The obligations to subscribe were irrevocable and conditional only upon admission becoming effective not later

than 31 December 2022 (or such later date as agreed with First Equity and the Company). Warrants were attached on a one-for-one basis exercisable at 3p for a term of 24 months from the date of issue. The issue of the warrants required approval of shareholders at the next general meeting following approval of the November 2022 Placing. Customary representations and warranties for a document of this type were given by each Subscriber. The Subscription Letters were governed by English law.

#### **7.18 November 2022 Placing and Subscription Warrant Instrument**

Pursuant to the November 2022 Placing, the November 2022 Subscription and the October 2022 Subscription, the Company executed a warrant instrument pursuant to which it committed to issue, subject to approval of shareholders at the next general meeting following approval of the November 2022 Prospectus, to each placee and subscriber one-for-one warrants, exercisable at 3p per share for a term of 24 months from the date of issue.

#### ***Agreements relating to the Subscription***

##### **7.19 Subscription Agreement**

On 5 May 2023, Purebond entered into a subscription agreement with the Company. Pursuant to the Subscription Agreement, Purebond agreed as a legally binding obligation to conditionally subscribe in two stages for the 140,000,000 Stage 1 Subscription Shares and the 460,000,000 Stage 2 Subscription Shares at the Subscription Price of 1 penny per share.

The obligations to subscribe were irrevocable and conditional upon the below.

Purebond's commitment to acquire the Stage 1 Subscription Shares was conditional upon (i) the directors of the Company having the necessary authorities to issue the Stage 1 Subscription Shares (including the disapplication of pre-emption rights) and (ii) admission becoming effective in accordance with the London Stock Exchange Listing (Standard Segment) Rules for Companies at a date to be decided in due course by the board of the Company.

The resolutions in respect of granting the necessary authorities to the directors of the Company were put to voting by shareholders at the 2023 AGM, which took place on 8 June 2023. Following the resolutions being passed at the 2023 AGM, Company announced that the date of admission of the Stage 1 Subscription Shares was 28 June 2023.

Purebond's commitment to acquire the Stage 2 Subscription Shares is conditional upon (i) the approval by the Financial Conduct Authority of the Prospectus; (ii) approval of a Rule 9 Waiver by Independent Shareholders at a general meeting; (iii) the Directors of the Company having the necessary authorities to issue the Stage 2 Subscription Shares (including the disapplication of pre-emption rights) and (iv) Admission becoming effective in accordance with the London Stock Exchange Listing (Standard Segment) Rules for Companies at a date to be decided in due course by the Board of the Company. (ii) and (iii) above are the Resolutions which are the subject of this Circular and the General Meeting.

Whilst Purebond remains a shareholder of the Company, the Company agreed to offer Purebond the opportunity to participate in all future fund raisings carried out by the Company on a pro rata basis to its shareholding at the time of any such fundraising.

Customary representations and warranties for a document of this type were given by Purebond. The Subscription Agreement is governed by English law.

##### **7.20 Relationship Agreement**

The Company and Purebond entered into a relationship agreement dated 29 August 2023 to regulate the relationship between the Company and the Concert Party following Admission. The provisions of the relationship agreement ensure that the Company will at all times be capable of carrying on its business independently of Purebond and that all transactions and arrangements between the Company and Purebond will be at arm's length and on normal commercial terms. The relationship agreement will continue in full force and effect for so long as the Ordinary Shares are admitted to trading on the Main Market and Purebond is interested in 20 per cent. or more of the Company's issued ordinary share capital.

#### ***Agreements relating to the Nara Project***

##### **7.21 Call Option Agreement**

On 23 June 2023, the Company and Simon John Bowman (the “**Nara Seller**”) entered into a call option agreement pursuant to which the Company and the Nara Seller agreed a call option in respect of 45 claims on the land known as the Nara project which is operated by the Nara Seller (the “**Claims**”).

In consideration of the Option Fee (as defined below), the Nara Seller is to grant to the Company or its subsidiary an option to purchase (in its name or that of its subsidiary) all of the Claims. The Claims are being sold with full title guarantee and free from all liens, charges, encumbrances and with all rights attached to them at the date of completion.

The Option Fee is USD \$220,000 payable subject to the provision noted below in four equal instalments of USD \$55,000 on the following dates:

- a) first payment of USD \$55,000 on the date of this agreement;
- b) second payment of USD \$55,000 six months after the date this agreement;
- c) third payment of USD \$55,000 twelve months after the date this agreement; and
- d) fourth payment of USD \$55,000 eighteen months after the date this agreement.

If the Company does not exercise the option before 30 June 2025 (the “**Nara Longstop Date**”), any payments made shall be retained by the Nara Seller.

Unless the parties agree to extend the Nara Longstop Date in writing and in advance of its expiry, if the option is not exercised on or before the expiry of the Nara Longstop Date, it shall lapse and the Nara Seller authorises the Company to transfer all exploration data gathered by it (which for the avoidance of doubt includes drill results) during the option period to the Nara Seller.

The Company can terminate the agreement at any time prior to the Nara Longstop Date.

If a third party offer is made for the Claims before the expiry of the option period, the Company can exercise the option at any time up until the last business day before expiry of the third party offer. The Nara Seller shall immediately upon a third party offer being made, give the Company written notice of the third party offer and its right to exercise the option, subject to the terms of the agreement.

On or before 31 December 2023, the Company shall pay to a regulated interest-bearing lawyer’s trust account (the “**Trust Account**”) nominated and agreed in writing by the Nara Seller and the Company the sum of USD \$175,000 on account of estimated capital gains tax, to be held to the Company’s order pursuant to an undertaking in favour of the Company by the firm under whose name the trust account is held.

The consideration payable by the Company on exercise of the option at completion will be USD \$3,960,000. The consideration is reduced by the sum of USD \$175,000 paid by the Company to the trust account in respect of capital gains tax, plus the sum returned to the Company from the trust account. In respect of such sum to be returned, on receipt of a valid Zimbabwe Revenue Authority (“**ZIMRA**”) Capital Gains Tax Assessment Certificate the Nara Seller shall within five business days authorise the release of such sum to ZIMRA as is required to satisfy payment of the Nara Seller’s capital gains tax liability, and at completion the Nara Seller shall authorise the release of any funds remaining in the trust account following such payment to the Buyer.

Customary warranties and representations (including, *inter alia*, as to power and authority, ownership of the Claims and maintaining the Claims) were provided.

The agreement is governed by the laws of England and Wales.

## 7.22 Performance Payment Agreement

On 23 June 2023, the Company and the Nara Seller entered into a performance payment agreement, pursuant to which the Company and the Nara Seller agreed performance payments in the event the Claims produce a code compliant JORC or National Instrument 43-101 resource (inferred category or above) in excess of 500,000 ounces of gold at the Claims.

In the event that the Company exercises the option (pursuant to the Call Option Agreement) and identifies and declares a code-compliant (for the avoidance of doubt, declaration under JORC or National Instrument 43-101) resource (inferred category or above) in excess of 500,000 ounces of gold at the Claims (the “**Nara Performance Condition**”), the Company shall pay to the Nara Seller (or such party(ies) as he may

designate) performance considerations up to the sum of USD \$1,000,000 (gross of any applicable taxes) through the issue of new ordinary shares in the Company (the “**Nara Consideration Shares**”) pursuant to the below.

On triggering of a Performance Condition, the price of the Nara Consideration Shares shall be issued to the Nara Seller within ten business days of the date of completion of such Performance Condition as follows:

- a) on declaration of 500,000 ounces of gold, issue of USD \$500,000 worth of Nara Consideration Shares in equal payments with apportionment of shares based on prices being:
  - (i) first issue of USD \$125,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date of this agreement or 1.8p per share (whichever is higher);
  - (ii) second issue of USD \$125,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date six months after the date this agreement;
  - (iii) third issue of USD \$125,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date twelve months after the date this agreement;
  - (iv) fourth issue of USD \$125,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date eighteen months after the date this agreement.
- b) on declaration of 750,000 ounces of gold, issue of USD \$750,000 worth of Nara Consideration Shares (less any shares that have been issued pursuant to (a) above in equal payments with apportionment of shares based on prices being:
  - (i) first issue of USD \$187,500 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date of this agreement or 1.8p per share (whichever is higher);
  - (ii) second issue of USD \$187,500 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date six months after the date this agreement;
  - (iii) third issue of USD \$187,500 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date twelve months after the date this agreement;
  - (iv) fourth issue of USD \$187,500 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date eighteen months after the date this agreement.
- c) on declaration of 1,000,000 ounces of gold, issue of USD \$1,000,000 worth of Nara Consideration Shares (less any shares that have been issued pursuant to (a) and (b) in equal payments with apportionment of shares based on prices being:
  - (i) first issue of USD \$250,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date of this agreement or 1.8p per share (whichever is higher);
  - (ii) second issue of USD \$250,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date six months after the date this agreement;
  - (iii) third issue of USD \$250,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date twelve months after the date this agreement;
  - (iv) fourth issue of USD \$250,000 worth of Nara Consideration Shares, such number of Nara Consideration Shares based on the closing price of shares traded in the Company on the date eighteen months after the date this agreement.

The Nara Seller warranted that he is liable for and shall pay any or all tax or taxes that may be applicable in relation to this agreement and provided an indemnity to the Company in this regard.

The agreement is governed by the laws of England and Wales.

## 7.23 Shared Development Agreement

On 23 June 2023, the Company, the Nara Seller and Romjack Mining (Private) Limited ("Romjack") entered into a shared development agreement pursuant to which it was agreed between the parties that if the Company required, Romjack would continue to operate the Claims on behalf of the Company on the same terms and conditions as applied in respect of the Nara Seller and Romjack.

If the Company exercised the option pursuant to the Call Option Agreement, the Company has the option to have assigned to it the operatorship agreement between the Nara Seller and Romjack relating to the Claims, and the remaining term of the operatorship agreement would be the earlier of 12 months from the date of exercise of the option or the longstop date (as defined in the Call Option Agreement).

Romjack granted to the Company exclusive unfettered access to the Claims for the purpose of exploration and drilling, including the provision of any licences required for such exploration or drilling. The Company agreed to commit to spending USD \$1,000,000 on exploration of the Claims during the option period, which includes a commitment of USD \$500,000 during the first twelve months of the option period.

Subject to the Call Option Agreement, all drill core, data and samples taken by the Company and subsequent analyses of them shall remain the property of the Company exclusively.

The access rights shall be to all Claims and all uninhabited land at the Nara project as at the date of this agreement and claims granted to the Nara Seller at Nara during the option period, and shall be applicable to all the Company's staff, workers, contractors or other third parties nominated by the Company. The Nara Seller and Romjack shall use all reasonable endeavours to facilitate access rights to the Company to all inhabited land at the Nara project and to facilitate a local liaison with inhabitants as soon as is practicable from the date of this agreement.

The Company shall be responsible for the application for and payment for any licences or permits required in order for it to carry out the exploration, with the exception of any Claims renewals which shall remain the responsibility of the Nara Seller.

During the option period, the Company and Romjack shall use all reasonable endeavours to agree how to present a purchase of the Claims to stakeholders, including *inter alia* local workers, inhabitants and investors. The Company is to at its own cost develop and fulfil a corporate and social responsibility programme, and cover the cost of implementation of a sustainability plan for the local village and local area.

As consideration for the exploration, development and access rights granted pursuant to this agreement, the Company shall pay to Romjack a fee of US \$40,000 inclusive of any VAT and/or other taxes payable in four equal instalments of USD \$10,000 each on the following dates:

- a) first payment of USD \$10,000 on the date of this agreement;
- b) second payment of USD \$10,000 six months after the date this agreement;
- c) third payment of USD \$10,000 twelve months after the date this agreement;
- d) fourth payment of USD \$10,000 eighteen months after the date this agreement.

In the event the option is exercised before a payment set out above has fallen due, such payment shall be voided and shall not be payable by the Company to Romjack.

The agreement is governed by the laws of England and Wales, and the parties agreed to comply with all corporate and other legislation required of them under the laws of Zimbabwe.

#### ***Agreement relating to the acquisitions of Ashmead and Icon***

##### **7.24 Ashmead and Icon Share Purchase Agreement**

On 22 September 2023, the Company and Global Exploration Technologies (Pty) Limited ("GET"), a subsidiary of ENRG Elements (ASX:ENRG), entered into a share purchase agreement pursuant to which it was agreed between the parties that the Company would conditionally purchase 90% of the issued shares (the "Sale Shares") of each of Ashmead Holdings Proprietary Limited ("Ashmead") and Icon-Trading Company Proprietary Limited ("Icon") from GET. Each of Ashmead and Icon are companies incorporated in Botswana. Ashmead and Icon hold various licence claims for mining exploration and extraction in Botswana.

The total consideration for the Sale Shares is AUD\$2,500,000 and the novation of intercompany loan to the Company in the amount of AUD\$1,311,419 between Icon and GET, and AUD\$636,667 between Ashmead and GET.

The Company will pay (i) AUD\$1,500,000 on completion of the acquisition, (ii) AUD\$500,000 90 days after completion of the acquisition, and (iii) AUD\$500,000 180 days after completion of the acquisition. Completion is to take place the fifth business day following the date on which all the conditions are satisfied or waived in accordance with this agreement, provided that it shall be no earlier than 30 October 2023.

The conditions to completion include, *inter alia*:

- Written approval of the merger or clearance by Botswana Competition and Consumer Authority that the purchase of controlling interest in Ashmead and Icon by the Company is authorised or exempted from merger notification.
- Written confirmation of approval from the Minister responsible for Minerals and Energy or any other required regulatory or other approvals required for the transfer of ownership of the Sale Shares from GET to the Company.
- Written confirmation from Botswana Department of Mines of renewal of the following Licenses (West Ghanzi Leases): PL203/2016, PL204/2016 and PL205/2016.
- GET having obtained confirmation from the Australian Securities Exchange (“ASX”) that neither of ASX Listing Rules 11.1.2 or 11.1.3 apply to the transactions contemplated by this agreement.
- GET obtaining shareholder approval in respect of ASX Listing Rule 11.2 (or obtaining confirmation from ASX that such an approval is not required).
- The Seller obtaining all other shareholder and regulatory approvals required to complete the transactions contemplated by this agreement (if any).

The agreement can be terminated with immediate effect by either party on written notice if on 30 November 2023 all of the conditions have not been satisfied or waived. Kavango has the absolute discretion to waive certain conditions, and the remaining conditions require the written agreement between Kavango and GET.

Customary warranties and indemnities were provided for an agreement of this type.

The agreement is governed by the law of England and Wales.

## THE CONCERT PARTY

7.25 The Concert Party does not have any material contracts.

## 8. MARKET QUOTATIONS

The following table sets out the middle market quotation for the Ordinary Shares for the first Business Day in each of the six months immediately prior to the date of this Circular and for 25 September 2023 (being the latest practicable date prior to the publication of this Circular), as derived from the London Stock Exchange Daily Official List:

Date	Middle market quotation (pence)
01/03/2023	1.10
03/04/2023	1.05
02/05/2023	0.95
01/06/2023	1.15
03/07/2023	1.125
01/08/2023	0.65
25/09/2023	0.75

## 9. RATINGS AND OUTLOOKS

There are no current ratings or outlooks publicly accorded to any member of the Concert Party or the Company by ratings agencies.

## 10. FINANCIAL INFORMATION

10.1 The Company's audited accounts for the last two financial years ended 31 December 2021 and 31 December 2022, and unaudited financial results for the six month period ending 30 June 2023, are available to be viewed or downloaded from the Company's website ([www.kavangoresources.com](http://www.kavangoresources.com)) and therefore have not been reproduced in this Circular.

The following information has therefore been incorporated into this Circular by reference in accordance with Rule 24.15 of the Code:

Reference document and source	Information incorporated by reference	Source of information and page number in the reference document
Kavango Resources PLC unaudited financial results for the six month period ending 30 June 2023	Condensed consolidated statement of total comprehensive income Condensed consolidated statement of financial position Condensed consolidated statement of changes in equity Condensed consolidated statement of cash flows Notes for the interim report	Page 5 Page 6 Page 7 Page 8 Pages 9 to 14
		<a href="https://www.kavangoresources.com/component/rsfiles/download?path=financial%2Breports%252FKAV%2BHY23%2BInterim%2BReport.pdf&amp;Itemid=437">https://www.kavangoresources.com/component/rsfiles/download?path=financial%2Breports%252FKAV%2BHY23%2BInterim%2BReport.pdf&amp;Itemid=437</a>
Kavango Resources PLC annual report and financial statement for the year end 31 December 2022	Directors remuneration report for the year ended 31 December 2022 Independent auditors report to the members of Kavango Resources PLC for the year ended 31 December 2022 Consolidated statement of total comprehensive income Consolidated statement of financial position Company statement of financial position Consolidated statement of changes in equity Company statement of changes in equity Consolidated statement of cash flow Company statement of cash flow Notes to the financial statements	Pages 27 to 30 Pages 32 to 38 Page 39 Page 40 Page 41 Page 42 to 43 Pages 44 to 45 Page 46 Page 47 Pages 48 to 76
		<a href="https://www.kavangoresources.com/component/rsfiles/download?path=financial%2Breports%252FKavang">https://www.kavangoresources.com/component/rsfiles/download?path=financial%2Breports%252FKavang</a>

Kavango Resources PLC annual report and financial statement for the year end 31 December 2021	Directors remuneration report for the year ended 31 December 2021	Pages 19 to 23
	Independent auditors report to the members of Kavango Resources PLC for the year ended 31 December 2021	Pages 35 to 41
	Consolidated statement of total comprehensive income	Page 42
	Consolidated statement of financial position	Page 43
	Company statement of financial position	Page 44
	Consolidated statement of changes in equity	Pages 45 to 46
	Company statement of changes in equity	Pages 47 to 48
	Consolidated statement of cash flow	Page 49
	Company statement of cash flow	Page 50
	Notes to the financial statements	Pages 51 to 79

<https://www.kavangoresources.com/component/rsfiles/download?path=financial%2Breports%252F220613%2BKavango%2BResources%2BPLC%2B-%2BAnnual%2BAccounts%2BFY22.pdf&Itemid=437>

10.2 Purebond and Solai do not have a website. The accounts for the year ended 31 December 2021 of Purebond and Solai Holdings are publicly available for download from Companies House. They can also be accessed on the Company's website (and are incorporated by reference (pursuant to Rule 24.15 of the Code).

10.3 Matel and Pavel are not required under the laws of Jersey and Solai is not required under the laws of the United Kingdom to make their accounts publicly available and, accordingly, they are not providing further details of their historical financial information in this Circular.

## 11. SIGNIFICANT CHANGE

Save for the details set out below, there has been no significant change in the financial or trading position of the Company since 30 June 2023 (being the date of the end of the last financial period for which interim financial information has been published).

On 25 July 2023, the Company announced it had signed an option to acquire two further projects in Zimbabwe (the Hillside and Leopard Projects). Work remains ongoing on this.

On 21 August 2023, the board of Kavango Resources plc approved the dissolution of its wholly owned subsidiary, Kanye Resources Plc ("Kanye"). This was intended to improve efficiency by removing an additional company that is no longer needed, having been used for the now ended Power Metal Resources plc joint venture with the Company in the KCB. As at 20 July 2023, Kanye was indebted to the Company to the value of £2,896,326, and was owed £2,723,783 from Kanye. It was agreed that the Company would assume the intercompany loan owed to Kanye by the Botswana registered wholly owned subsidiary of the Company, Kanye Resources (Pty) Ltd, together with a capitalisation of the balance of the amounts owed by Kanye to Kavango. Kanye allotted and issued 173,343 ordinary shares of £1 each in the capital of Kanye to the Company in satisfaction of the balance owed. This served to settle the Kanye debt entirely.

On 22 September 2023, the Company and Global Exploration Technologies (Pty) Limited ("GET"), a subsidiary of ENRG Elements (ASX:ENRG), entered into a share purchase agreement pursuant to which it was agreed between the parties that the Company would conditionally purchase 90% of the issued shares of each of Ashmead Holdings Proprietary Limited ("Ashmead") and Icon-Trading Company Proprietary Limited ("Icon") from GET. Each of Ashmead and Icon are companies incorporated in Botswana. Ashmead and Icon hold various licence claims for mining exploration and extraction in Botswana. Further details of this agreement are set out at paragraph 7.24 of Part II of this Circular.

## **12. DIRECTORS' SERVICE CONTRACTS**

12.1 The Company has entered into the following arrangements with the Directors.

### **12.1.1 David Smith**

On 8 January 2021, Mr Smith entered into a letter of appointment with the Company as a non-executive director and chairman of the Company. Mr Smith's appointment commenced on 8 January 2021. Mr Smith's appointment is subject to the Company's articles and the usual rules on the rotation of directors. It is expected that Mr Smith spends a minimum of two days a month on work for the Company. Mr Smith is paid £40,000 per annum which includes all duties, including service on any board committee or Company subsidiary. Mr Smith may be awarded such management share options as are approved by the Board.

The letter of appointment was varied so that Mr Smith's remuneration increased to £44,404 per annum effective 1 November 2022, and his appointment is now on a continuous basis unless terminated by either party giving to the other not less than six months' prior written notice.

### **12.1.2 Matthew Benjamin Turney**

Mr Turney entered into a service agreement with the Company with a commencement date of 1 July 2021 as a director and chief executive officer. Either party may terminate the appointment upon not less than six months' prior written notice. Mr Turney's appointment is subject to the Company's articles and the usual rules on rotation of directors. Mr Turney is paid an annual salary of £99,090 (inclusive of any fees due to him by the Company or any group company or as an officer of any group company). Mr Turney is entitled to reimbursement of all reasonable expenses wholly, properly and necessarily incurred in the course of his appointment. The Board may in its absolute discretion pay Mr Turney a bonus of such amount, at such intervals and subject to such conditions as the Board may in its absolute discretion determine. Mr Turney is entitled to 33 days paid holiday in each holiday year.

### **12.1.3 Brett Grist**

On 2 November 2021, Mr Grist entered into a service agreement with the Company pursuant to which he was appointed as chief operating officer with a commencement date of 7 February 2022. Either party may terminate the appointment upon not less than six months' prior written notice. Mr Grist's appointment is subject to the Company's articles and the usual rules on rotation of directors. Mr Grist is paid an annual salary of £99,090 (inclusive of any fees due to him by the Company or any group company or as an officer of any group company). Mr Grist is entitled to reimbursement of all reasonable expenses wholly, properly and necessarily incurred in the course of his appointment. The Board may in its absolute discretion pay Mr Grist a bonus of such amount,

at such intervals and subject to such conditions as the Board may in its absolute discretion determine. Mr Grist is entitled to 32 days paid holiday in each holiday year.

#### 12.1.4 Hillary Gumbo

##### *The Company*

Mr Gumbo was appointed by the Company as director on 24 June 2021. Mr Gumbo's appointment is subject to the Company's articles and the usual rules on rotation of directors Mr Gumbo is paid an annual salary is £12,000 per annum. Mr Gumbo is entitled to reimbursement of all reasonable expenses wholly, properly and necessarily incurred in the course of his appointment. Mr Gumbo is required to work an average of 3 days per week on Company business.

Mr Gumbo has entered into a consultancy agreement with the Company via 3D Earth Explorations (Pty) Limited pursuant to which Mr Gumbo provides consulting services, including bidding on tasks on a competitive basis. No remuneration is payable to 3D Earth Explorations (Pty) Limited pursuant to this consultancy agreement, which can be terminated at any time on notice.

##### *Kavango Minerals*

Mr Gumbo has been appointed as director of Kavango Minerals. Either party may terminate the appointment upon not less than six months' prior written notice. Mr Gumbo is paid an annual salary of USD 48,000 (inclusive of any fees due to him by the Company or any group company or as an officer of any group company). Mr Gumbo is entitled to reimbursement of all reasonable expenses wholly, properly and necessarily incurred in the course of his appointment. The Board may in its absolute discretion pay Mr Gumbo a bonus of such amount, at such intervals and subject to such conditions as the Board may in its absolute discretion determine.

#### 12.1.5 Jeremy Brett

On 19 March 2021, the Company and Mr Brett entered into a consulting agreement, pursuant to which consulting services were provided via Mr Brett's service company, Jeremy S. Brett International Consulting Ltd.

Pursuant to the agreement, Mr Brett agreed to provide senior geophysical consulting services as at the date of the agreement at the following rates:

##### **Services**

Senior Geophysical Consultant	CAD\$1,000/day
Disbursements	Cost + 15% admin fee
GIS services	CAD\$80/hour
Bank transfer charges	Charged at cost

##### **Costs for currently commissioned work estimated at:**

Ongoing Geophysical Consulting provided to date	0.7 days at CAD\$1,000 = CAD\$700
Ongoing / as requested Geophysical Consulting	Estimated 2 to 3 days, CAD\$2,000 to \$3,000

The agreement could be terminated by either party upon receipt of written notification.

The agreement was subsequently revised effective 1 January 2023 with the following rates:

Senior Geoscience Consultant	CAD\$1,100/day
Senior Project Management (Board Activities)	CAD\$1,500/day

It is expected that Mr Brett spends one day a month on work for the Company in a director capacity (at the Senior Project Management (Board Activities) rate), and five to fourteen days per month in a consulting capacity (at the Senior Geoscience Consultant rate).

**12.1.6 Peter Wynter Bee**

On 3 January 2023, Mr Wynter Bee entered into a letter of appointment with the Company as a non-executive director of the Company. Mr Wynter Bee's appointment commenced on 1 January 2023. Either party may terminate the appointment upon six months' prior written notice. Mr Wynter Bee's appointment is subject to the Company's articles and the usual rules on the rotation of directors. It is expected that Mr Wynter Bee will spend a minimum of two days a month on work for the Company. Mr Wynter Bee will be paid £24,000 per annum which includes all duties, including service on any board committee or Company subsidiary. Mr Wynter Bee may be awarded such management share options as are approved by the Board.

- 12.2 Save as disclosed above, there are no Directors' letters of appointment of service agreements which have been replaced or amended during the six months prior to the date of this Circular.
- 12.3 Save as disclosed above, there are no other contracts of service between the Directors and the Company or any of its subsidiaries.
- 12.4 No member of the Concert Party entered into, or has had discussions to enter into, any form of incentivisation arrangements with any members of the Company's management who are interested in Ordinary Shares.

**13. PERSONS ACTING IN CONCERT WITH THE COMPANY**

For the purposes of the Takeover Code, the Directors and the Company's Financial Adviser are presumed to be acting in concert with the Company under the Takeover Code.

**14. CONSENT**

First Sentinel has given, and has not withdrawn, its written consent to the issue of this Circular with the inclusion of its name and references to it in the form and in the context in which it appears.

## **15. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be published in electronic form and be available at the Company's website [www.kavangoresources.com](http://www.kavangoresources.com), subject to certain restrictions relating to persons resident outside the United Kingdom for the period from date of this Circular up to and including 25 October 2023 and at the General Meeting to be held on that day:

- 15.1 the Company's Articles;
- 15.2 the financial information of the Company referred to in paragraph 10 of this Part II;
- 15.3 the financial information of Purebond and Solai Holdings referred to in paragraph 10 of this Part II;
- 15.4 the material contracts referred to in paragraph 7 of this Part II;
- 15.5 the letter of consent referred to in paragraph 14 of this Part II; and
- 15.6 this Circular.

Any Existing Shareholder, person with information rights or other person to whom this document is sent may request a copy of each of the documents set out above in this paragraph 14 in hard copy form. Hard copies will only be sent where valid requests are received from such persons. Requests for hard copies are to be submitted to the Company by calling Share Registrars on +44(0) 01252 821390 (calls to this number are charged at standard call rates). Lines are open 9.30 a.m. to 5.00 p.m. Requests can also be made by writing to c/o Druces LLP, Suite 425, Salisbury House, London Wall, London EC2M 5PS. All valid requests will be dealt with as soon as possible and hard copies mailed no later than two Business Days following the receipt of such requests.

**NOTICE OF GENERAL  
MEETING**

**KAVANGO RESOURCES PLC**

*Registered in England and Wales with number 10796849*

NOTICE is hereby given that a general meeting of Kavango Resources PLC will be held at the offices of the Company's Solicitors, Druces LLP, Salisbury House, London Wall, London EC2M 5PS at 11 a.m. on 25 October 2023 to consider and, if thought fit, pass resolutions 1 and 2 as ordinary resolutions and resolution 3 as a special resolution. Resolution 1 will be held on a poll of Independent Shareholders.

Terms defined in the circular to shareholders published by the Company dated 29 September 2023 of which this Notice forms part (the "**Circular**") shall have the same meanings when used in this Notice.

**Resolution 1**

**THAT**, the waiver granted by the Panel on Takeovers and Mergers described in the Circular of the obligation under Rule 9 of the Takeover Code for any member of the Concert Party (individually or collectively) to make a general offer to the shareholders of the Company as a result of its participation in the Stage 2 Subscription be and is hereby approved.

**Resolution 2**

**THAT** subject to and conditional upon the passing of Resolutions 1 and 3, the Directors of the Company be and are hereby generally and unconditionally authorised, pursuant to section 551 of the CA 2006, in addition to any such authority previously granted and which has not expired, to issue and allot, or grant rights to subscribe for or convert any securities into the Stage 2 Subscription Shares, being such number of Ordinary Shares with an aggregate nominal value of £460,000, provided that this authority shall expire at the conclusion of the next annual general meeting of the Company after the passing of this resolution.

**Resolution 3**

**THAT**, subject to and conditional upon the passing of Resolutions 1 and 2, the Directors of the Company be and are hereby generally empowered, pursuant to section 570 of the CA 2006, in addition to any existing authorities under that section, to allot equity securities (as defined in section 560(1) of the CA 2006) for cash in respect of the Stage 2 Subscription Shares pursuant to the authority conferred by Resolution 2 as if section 561 of the CA 2006 did not apply to such allotment, provided that this power shall expire at the conclusion of the next annual general meeting of the Company after the passing of this resolution.

By Order of the Board.

**Matthew Benjamin Turney**  
*Chief Executive Officer*

Dated 29 September 2023

Please see Explanatory Notes on pages 47 to 49.

## **Explanatory Notes:**

### **1. ENTITLEMENT TO ATTEND AND VOTE**

Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, the Company specifies that only those members registered on the Company's register of members at:

- 11 a.m. on 23 October 2023; or,
- if this General Meeting is adjourned, 48 hours (excluding non-working days) prior to the adjourned meeting, shall be entitled to vote at the meeting.

### **2. APPOINTMENT OF PROXIES**

If you are a member of the Company at the time set out in note 1 above, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the General Meeting and you should have received a proxy form with this notice of meeting. You can only appoint a proxy using the procedures set out in these notes and the notes to the proxy form.

A proxy does not need to be a member of the Company but must attend the meeting to represent you. Details of how to appoint the Chairman of the meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish your proxy to speak on your behalf at the meeting you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them.

You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, you may photocopy the proxy form provided and submit all such forms to Share Registrars Limited.

To direct your proxy how to vote on the resolutions, mark the appropriate box with an "X". A vote "withheld" is not a vote in law, which means that the vote will not be counted in the calculation of votes "For" or "Against" the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting.

### **3. APPOINTMENT OF PROXY USING HARD COPY PROXY FORM**

The notes to the proxy form explain how to direct your proxy how to vote on each resolution or withhold their vote.

You can register your vote(s) for the General Meeting either:

- by visiting on to [www.shareregistrars.uk.com](http://www.shareregistrars.uk.com), clicking on the "Proxy Vote" button and then following the on-screen instructions;
- by post or by hand to Share Registrars Limited, 3 The Millennium Centre, Crosby Way, Farnham, Surrey GU9 7XX using the proxy form accompanying this notice;
- in the case of CREST members, by utilising the CREST electronic proxy appointment service in accordance with the procedures set out in note 5 below.

In order for a proxy appointment to be valid the proxy must be received by Share Registrars Limited by 11 a.m. on 23 October 2023.

In the case of a member which is a company, the proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any corporation which is a member may also appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided that they do not do so in relation to the same shares.

Any power of attorney or any other authority under which the proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

### **4. APPOINTMENT OF PROXY BY JOINT MEMBERS**

In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

### **5. APPOINTMENT OF PROXY THROUGH CREST**

CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) of it by using the procedures described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

For a proxy appointment or instructions made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & International Limited's (EUI) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by Share Registrars Limited (ID 7RA36) no later than 11 a.m. on 23 October 2023, or, in the event of an adjournment of the meeting, 48 hours before the adjourned meeting (excluding non-working days). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that EUI does not make available special procedures in CREST for any particular message. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member, or has appointed a voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as Invalid a CREST Proxy Instruction in the circumstances set out in regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

## **6. CHANGING PROXY INSTRUCTIONS**

To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also apply in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded.

Where you have appointed a proxy using the hard-copy proxy form and would like to change the instructions using another hard-copy proxy form, please contact Share Registrars Limited.

If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence. If the Company is unable to determine which appointment was last validly received, none of them shall be treated as valid in respect of that share.

Any alterations made to the Proxy Form should be initialled.

## **7. TERMINATION OF PROXY APPOINTMENTS**

In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment as above. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice.

The revocation notice must be received by Share Registrars Limited no later than 48 hours (excluding non-working days) before the commencement of the meeting or any adjourned meeting. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the paragraph directly below, your proxy appointment will remain valid.

Appointment of a proxy does not preclude you from attending the meeting and voting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.

## **8. CORPORATE REPRESENTATIONS**

Any corporation which is a member can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a member provided they do not do so in relation to the same shares.

## **9. NOMINATED PERSONS**

If you are not a member of the Company but you have been nominated by a member of the Company to enjoy information rights, you do not have a right to appoint any proxies under the procedures set out in the "Appointment of proxies" section above.

If you are a person who has been nominated under section 146 of the Companies Act 2006 to enjoy information rights (Nominated Person):

You may have a right under an agreement between you and the shareholder of the Company who has nominated you to have information rights (Relevant Shareholder) to be appointed or to have someone else appointed as a proxy for the meeting.

If you either do not have such a right or if you have such a right but do not wish to exercise it, you may have a right under an agreement between you and the Relevant Shareholder to give instructions to the Relevant Shareholder as to the exercise of voting rights.

Your main point of contact in terms of your investment in the Company remains the Relevant Shareholder (or, perhaps, your custodian or broker) and you should continue to contact them (and not the Company) regarding any changes or queries relating to your personal details and your interest in the Company (including any administrative matters). The only exception to this is where the Company expressly requests a response from you.

The rights relating to proxies set out in note 2 do not apply directly to nominated persons.

#### **10. ISSUED SHARES AND TOTAL VOTING RIGHTS**

As at the close of business on 25 September 2023, the Company's issued ordinary share capital comprised 845,569,314 ordinary shares of £0.001 each. Each ordinary share carries the right to one vote at the General Meeting of the Company and, therefore, the total number of voting rights in the Company as at 6.00 p.m. on 25 September 2023 is 845,569,314.

#### **11. COMMUNICATION**

Except as provided above, members who have general queries about the meeting should email them to [enquiries@shareregistrars.uk.com](mailto:enquiries@shareregistrars.uk.com) or call the shareholder helpline of Share Registrars Limited on 01252 821390. If you are outside the United Kingdom, please call +44 1252 821390. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. to 5.00 p.m. Monday to Friday excluding public holidays in England and Wales (no other methods of communication will be accepted).

You may not use any electronic address provided either in this Notice of General Meeting or any related documents to communicate with the Company for any purposes other than those expressly stated.