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If you have sold or otherwise transferred all of your Ordinary Shares in Serabi Gold plc (the “Company”) please send this document, together with the enclosed Form of Proxy, as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee. However, this document and any accompanying documents should not be sent or transmitted in, or into, any jurisdiction where to do so might constitute a violation of local securities law or regulations. If you sell or have sold or otherwise transferred only part of your holding of Ordinary Shares please retain this document and the accompanying Form of Proxy and contact immediately the bank, stockbroker or other agent through whom the sale or transfer was effected.

The Proposals do not constitute an offer to the public requiring an approved prospectus under section 85 of FSMA and accordingly this document does not constitute a prospectus for the purposes of the Prospectus Regulation Rules and has not been pre-approved by the FCA pursuant to sections 85 and 87 of FSMA, the London Stock Exchange, any securities commission or other authority or regulatory body. In addition, this document does not constitute an admission document drawn up in accordance with the AIM Rules.

SERABI GOLD PLC

(Incorporated in England and Wales with company number 05131528)

Conditional subscription by Greenstone Resources II L.P. (“Greenstone”) for US\$12 million Convertible Loan Notes

Approval of a waiver of Rule 9 of the City Code on Takeovers and Mergers and

Notice of General Meeting

Financial Adviser and Nominated Adviser

Beaumont Cornish Limited

The whole of this document should be read, and in particular, your attention is drawn to the letter from the Chairman of the Company which is set out in Part I of this document and which recommends that you vote in favour of the Resolutions to be proposed at the General Meeting. Your attention is drawn to the section entitled “Action to be Taken” on page 14 of this document.

Notice of a General Meeting of the Company to be held at the offices of Travers Smith LLP, 10 Snow Hill, London, EC1A 2AL on 26 February 2020 at 2.00 p.m. is set out at the end of this document. A Form of Proxy for use at the General Meeting is enclosed with this document. Whether or not you intend to attend the General Meeting, you are encouraged to complete and return the enclosed Form of Proxy in accordance with the instructions printed on the form. To be valid, the Form of Proxy should be completed, signed and returned in accordance with the instructions printed thereon to the Company’s Registrars, Computershare Investor Services PLC, Bridgwater Road, Bristol, BS99 6ZY, as soon as possible and in any event so as to be received by the Company’s Registrars by not later than 24 February 2020 at 2.00 p.m (UK time). Completion and posting of the Form of Proxy will not prevent a Shareholder from attending and voting in person at the General Meeting.

Beaumont Cornish Limited (“**Beaumont Cornish**”), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for the Company and no one else in relation to the Proposals and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Beaumont Cornish, or for providing advice in relation to the contents of this document or any matter referred to in it. The responsibilities of Beaumont Cornish as the Company’s nominated adviser under the AIM Rules and the AIM Rules for Nominated Advisers are owed to the London Stock Exchange solely and are not owed to the Company or to any Director, Shareholder or any other person.

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This document does not constitute or form part of any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for any securities. This document provides you with information about the Proposals but does not invite you to participate in them.

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IMPORTANT INFORMATION

Forward-looking statements

This Circular includes “forward-looking statements” which include all statements other than statements of historical fact, including, without limitation, those regarding the Group’s financial position, business strategy, plans and objectives of management for future operations, or any statements preceded by, followed by or that include the words “targets”, “believes”, “expects”, “aims”, “intends”, “will”, “may”, “anticipates”, “would”, “could” or “similar” expressions or negatives thereof. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors beyond the Company’s control that could cause the actual results, performance or achievements of the Group to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements.

Such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. These forward-looking statements speak only as at the date of this Circular. The Company expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company’s expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based unless required to do so by the AIM Rules, the Takeover Panel or by applicable law.

Notice to overseas persons

The distribution of this Circular and/or any accompanying documents in certain jurisdictions may be restricted by law and therefore persons into whose possession these documents comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

This Circular does not constitute, or form part of, any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any securities in the United States. The Company’s securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold, pledged or otherwise transferred directly or indirectly in or into the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. There will be no public offering of securities in the United States.

Presentation of information

Certain data in this Circular, including financial, statistical and operational information has been rounded. As a result of the rounding, the totals of data presented in this Circular may vary slightly from the actual arithmetical totals of such data. Percentages in tables have been rounded and, accordingly, may not add up to 100 per cent. In this Circular, references to “pounds sterling”, “£”, “pence” and “p” are to the lawful currency of the United Kingdom, references to “Dollars” and “\$” are to the lawful currency of the United States of America and references to “Brazilian Reals” and “BrR\$” are to the lawful currency of Brazil.

Non-IFRS measures

In this Circular, certain financial measures are presented that are not recognised or defined by IFRS, including “EBITDA”, “AISC per ounce” and “Cash Cost per ounce” (the “**Non-IFRS Measures**”). The Non-IFRS Measures are included in this Circular because the Directors consider them to be important supplemental measures of the Group’s performance. The Directors believe that the Non-IFRS Measures are useful to Shareholders because they and similar measures are frequently used by securities analysts, Shareholders and other interested parties to evaluate other companies in the Group’s industry. The use of Non-IFRS Measures has limitations as an analytical tool, and investors should not consider any of the Non-IFRS Measures in isolation, or as a substitute for analysis of the Group’s results as reported under IFRS.

No incorporation of website

Unless otherwise stated, the contents of the Company's or any business in the Group's website past or present, or any other website accessible via hyperlinks from the such websites are not incorporated into, and do not form part of, this Circular.

General

No person has been authorised to give any information or make any representations other than the information contained in this Circular and, if given or made, such information or representations must not be relied upon as having been authorised by the Company. Neither the delivery of this Circular nor any subscription or sale made hereunder shall, under any circumstances, create any implication that there has been no change in affairs of the Company since the date of this Circular or that the information in this Circular is correct at any time subsequent to its date.

Definitions

A list of defined terms used in this Circular and a glossary of technical terms are set out on pages 37 to 41 of this Circular.

Governing law

Unless otherwise stated, statements made in this Circular are based on the law and practice in force in England and Wales on the date of this Circular and are subject to the changes therein.

DIRECTORS, SECRETARY AND ADVISERS

Directors	Melvyn Williams (<i>Non-executive Chairman</i>) Michael Hodgson (<i>Chief Executive</i>) Clive Line (<i>Finance Director</i>) Hector Alegria (<i>Non-executive</i>) Nicolas Bañados (<i>Non-executive</i>) T Sean Harvey (<i>Non-executive</i>) Eduardo Rosselot (<i>Non-executive</i>) Mark Sawyer (<i>Non-executive</i>) Felipe Swett (<i>Non-executive</i>)
Company Secretary	Clive Line
Registered office	66 Lincoln's Inn Fields London WC2A 3LH
Head office	Mercury House 117 Waterloo Road London SE1 8UL
Nominated Adviser and Financial Adviser	Beaumont Cornish Limited 10th Floor 30 Crown Place London EC2A 4EB
Legal advisers to the Company	Travers Smith LLP 10 Snow Hill Farringdon London EC1A 2AL
Registrars (UK)	Computershare Investor Services plc The Pavilions Bridgwater Road Bristol BS13 8AE England
Registrars (Canada)	Computershare Investor Services Inc. 100 University Avenue 8th Floor Toronto Ontario M5J 2Y1 Canada

MARKET STATISTICS

Principal amount of the Convertible Loan Notes to be issued to Greenstone	US\$12,000,000
Estimated net proceeds of the Convertible Loan Notes	US\$11,450,000
Number of Existing Ordinary Shares (<i>Note 1</i>)	58,909,551
Conversion Price per Ordinary Share under the Convertible Loan Notes	£0.76
Estimated Conversion Shares to be issued to Greenstone on conversion of the Convertible Loan Notes (<i>Note 2</i>)	12,145,749
Ordinary Shares comprising the Estimated Enlarged Ordinary Share Capital (<i>Note 2</i>)	71,055,300
Percentage of the Estimated Enlarged Ordinary Share Capital held by Greenstone and the Concert Party following conversion (<i>Note 2</i>)	38.0 per cent.
Maximum Conversion Shares to be issued to Greenstone on conversion of the Convertible Loan Notes (<i>Note 3</i>)	28,849,072
Ordinary Shares comprising the Maximum Enlarged Ordinary Share Capital (<i>Note 3</i>)	87,858,623
Maximum percentage of the Maximum Enlarged Ordinary Share Capital held by Greenstone and the Concert Party following conversion (<i>Note 3</i>)	49.9 per cent.

Notes:

1. *As at the Disclosure Date.*
2. *Assuming Greenstone converts the Convertible Loan Notes into the Estimated Conversion Shares.*
3. *Assuming Greenstone converts the Convertible Loan Notes into the Maximum Conversion Shares and Greenstone Management II Limited exercises its options over 100,000 Ordinary Shares on the basis of the assumptions set out in paragraph 4.5 of Part III of this Circular.*

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the Proposals	22 January 2020
Publication and posting of this Circular	22 January 2020
Record Date for Canadian shareholders	22 January 2020
Latest time and date for receipt of Forms of Proxy or CREST Proxy Instructions (as applicable) for the General Meeting	2.00 p.m. (UK time) on 24 February 2020
General Meeting	2.00 p.m (UK time) on 26 February 2020
Announcement of result of General Meeting	26 February 2020
Issue of Convertible Loan Notes	17 March 2020

Notes:

1. *Each of the times and dates set out in the above timetable and mentioned in this Circular is based on the Company's current expectations and subject to change by the Company (with the agreement of Beaumont Cornish), in which event details of the new times and dates will be notified to the London Stock Exchange, where required, and the Company will make an appropriate announcement to a Regulatory Information Service.*
2. *References to times in this Circular are to London times unless otherwise stated.*
3. *Different deadlines may apply in certain cases.*

PART I

LETTER FROM THE CHAIRMAN

SERABI GOLD PLC

(Incorporated and registered in England and Wales with registration number 05131528)

Directors:

Melvyn Williams (*Non-executive Chairman*)

Michael Hodgson (*Chief Executive*)

Clive Line (*Finance Director*)

Hector Alegria (*Non-executive*)

Nicolas Bañados (*Non-executive*)

T Sean Harvey (*Non-executive*)

Eduardo Rosselot (*Non-executive*)

Mark Sawyer (*Non-executive*)

Felipe Swett (*Non-executive*)

Registered Office:

66 Lincoln's Inn Fields

London

WC2A 3LH

22 January 2020

Dear Shareholder,

**Conditional subscription by Greenstone Resources II L.P. ("Greenstone")
for US\$12 million Convertible Loan Notes
Approval of a waiver of an obligation under Rule 9 of the City Code on Takeovers and Mergers
Notice of General Meeting**

Introduction

On 22 January 2020, the Company announced that Greenstone had agreed, subject to certain terms and conditions, to subscribe for US\$12 million Convertible Loan Notes pursuant to a Subscription Deed. The Company intends to use the funds raised from the issue of the Convertible Loan Notes to progress the development of Coringa, to settle the Coringa Deferred Consideration, to settle the outstanding debt owed to Sprott and for general working capital purposes.

The Company will pay interest in cash on the Convertible Loan Notes at a rate of LIBOR plus 13 per cent. per annum. Interest will accrue daily and be compounded on a quarterly basis. The Company will pay an arrangement fee of US\$300,000 to Greenstone (the "**Arrangement Fee**"). Greenstone may, at any time when any of the Convertible Loan Notes are outstanding, convert such outstanding amount into Ordinary Shares in the Company at a price of £0.76 per Ordinary Share at any time following the issue of the Convertible Loan Notes. Subject to Greenstone not exercising its option to convert the amount outstanding into Conversion Shares during the 16 months following the issue of the Convertible Loan Notes, they will be redeemed by the Company 16 months following their issue. Further details of the Convertible Loan Notes are set out further below in Part I of this Circular.

Greenstone, together with its Connected Persons and other persons acting in concert with it and as described more fully in Part III of this Circular, is currently beneficially interested in 14,887,971 Ordinary Shares, representing approximately 25.27 per cent. of the Existing Ordinary Shares. Based on current exchange rates and the assumptions set out in paragraph 4.3 of Part III of this Circular, the Directors expect that conversion of the Convertible Loan Notes would result in the issue to the Concert Party of approximately 12,145,749 Ordinary Shares ("**Estimated Conversion Shares**"), increasing the total interest of Greenstone and the Concert Party to approximately 38.0 per cent. of the Company's Estimated Enlarged Ordinary Share Capital.

However, the final number of Ordinary Shares issuable to Greenstone upon conversion of amounts outstanding in respect of the Convertible Loan Notes will be influenced by the US\$:£ exchange rate. If the value of £ depreciates against the US\$, the number of new Ordinary Shares to be issued to the Concert Party on conversion of the Convertible Loan Notes would increase. Accordingly, the Subscription Deed and the Convertible Loan Notes Instrument provide that Greenstone and the

Concert Party may only convert the Convertible Loan Notes into a maximum of 28,849,072 Ordinary Shares (the “**Maximum Conversion Shares**”), as a result of which the Concert Party’s interest in the Company’s voting share capital would be 49.9 per cent. (assuming no options issued by the Company or other securities convertible or exchangeable into Ordinary Shares are exercised other than those held by members of the Concert Party and that the Company does not issue any other Ordinary Shares) and the Concert Party would therefore be interested in Ordinary Shares carrying 30 per cent. or more of the Company’s voting share capital but not holding Ordinary Shares carrying more than 50 per cent. or more of such voting rights.

The Takeover Panel has agreed, however, to waive the obligation on Greenstone to make a general offer (“**Waiver**”) that would otherwise arise as a result of the issue of the Maximum Conversion Shares to Greenstone, subject to the approval, on a poll, of the Independent Shareholders. Accordingly, the Whitewash Resolution is being proposed at the General Meeting and will be taken on a poll at the General Meeting, notice of which is set out at the end of this Circular.

The purpose of this Circular, is to explain the background to, and reasons for, the Proposals and why the Independent Directors believe that the Proposals are in the best interests of the Company and its Shareholders as a whole and to recommend that you vote in favour of the Resolutions.

Your attention is drawn to the information set out in Parts II to IV of this Circular, which contain important information in relation to the Proposals. The attention of Shareholders is also drawn to the section entitled “Forward Looking Statements” on page 3 of this Circular.

Background

The Company’s primary asset, the Palito Complex located in the State of Pará in Northern Brazil, has performed consistently in recent years delivering around 40,000 ounces of gold production per year.

The Palito Complex is a narrow-vein underground mining operation and reflects the Company’s desire to concentrate on high quality projects with low capital costs and early repayment of capital. The Palito Complex has a declared mineral resource totalling over 500,000 ounces (comprising, as at 30 June 2017, a Measured Mineral and Indicated Mineral Resource of 307,000 ounces and an Inferred Mineral Resource of 231,000 ounces) which the Company expects to support continuing operations at current gold production rates for a number of years.

Coringa, wholly-owned by the Company, is located 200 kilometres south of the Palito Complex, and contains an Indicated Mineral Resource of 195,000 ounces and an Inferred Mineral Resource of 346,000 ounces as at 31 August 2019.

In October 2019, the Company filed the technical report supporting the Preliminary Economic Assessment (“**PEA**”) for Coringa, prepared in accordance with National Instrument 43-101 Standards of Disclosure for Mineral Projects. The Coringa gold deposit currently comprises three discrete ore bodies which are included in the PEA mine plan. Other potential ore bodies have been identified and subject to further evaluation could extend the current life of the Project. The Coringa PEA estimated an initial capital requirement of US\$24.7 million. Based on the mine schedule and mine plan, assumed for the purposes of the PEA, the study illustrates life of mine production of 288,000 ounces during a nine-year period at an average gold grade of 8.34 g/t.

Reason for the issue of Convertible Loan Notes and use of proceeds

The Palito Complex generated US\$43.2 million in revenue and approximately US\$6.3 million in EBITDA for the Company in the year ended 31 December 2018. As reported in the Company’s financials released on 11 November 2019, year-to-date revenue and EBITDA for the nine months ended 30 September 2019 was US\$43.9 million and US\$12.1 million respectively.

As at 31 December 2019, the Company’s cash holdings totalled US\$14.3 million with outstanding debt due to Sprott Resource Lending Partnership (“**Sprott**”) of US\$6.9 million. As announced on 23 December 2019, the Company and Equinox Gold Corp. (“**Equinox**”) (the parent company of Anfield, the vendor of Coringa), have agreed that the payment date of the Coringa Deferred Consideration, amounting to US\$12 million, plus accrued interest will now be settled on 31 March 2020 or, if earlier, within 5 business days of completion of any new financing arrangement by the Company.

The funds raised by the issue of the Convertible Loan Notes will significantly strengthen the Company's financial position and allow it together with existing cash the flexibility to part fund the development of Coringa and in particular, the commencement of the initial underground development to access the Coringa ore-body during 2020, to settle the Coringa Deferred Consideration and the outstanding debt owed to Sprott, whilst simultaneously being able to continue exploration and development of its Palito Complex, which is important to the longer term growth strategy of the Company.

The total capital requirement for the development of Coringa as anticipated in the base case scenario of the Coringa PEA, was estimated at US\$24.7 million. The Company intends to raise debt funding in conjunction with projected cash flow from Palito to finance the remaining capital requirements for the development of Coringa. Discussions are already underway with a variety of potential financing partners.

Current trading

The Company released its unaudited interim financial results for the three and nine-month periods to 30 September 2019 on 11 November 2019.

EBITDA for the 9-month period to 30 September 2019 was US\$12.1 million, up 120 per cent. on the same period in 2018. Revenue of US\$43.9 million reflected the Company's operational performance, as well as a favourable change in the gold price. Year-to date AISC were US\$1,078 per ounce with a cash cost of US\$844 per ounce. As at the end of September 2019, the Company's cash balance was US\$13.4 million, an increase of US\$4.2 million since the end of 2018.

On 14 January 2020 the Company released its operational results for the final quarter of 2019. In addition to the developments made by the Company with regard to the Coringa project, the results set out a number of positive developments for the Company including, inter alia:

- Final quarter gold production of 10,233 ounces of gold, resulting in total production for the year of approximately 40,000 ounces, an eight per cent. improvement over the production for 2018.
- Total ore mined for the quarter of 44,092 tonnes at 6.69 g/t of gold.
- 44,794 tonnes of run of mine ore were processed through the plant from the combined Palito and Sao Chico orebodies, with an average grade of 6.81 g/t of gold.
- 2,908 metres of horizontal development completed during the quarter.
- Completion of the Company's PEA on the Coringa project in September, demonstrating strong positive economics.

Summary quarterly production statistics as previously announced by the Company are set out below:

		Summary Production Statistics to Date for 2019 and for 2018									
		Qtr 1 2019	Qtr 2 2019	Qtr 3 2019	Qtr 4 2019	Total 2019	Qtr 1 2018	Qtr 2 2018	Qtr 3 2018	Qtr 4 2018	Total 2018
Gold production ^{(1) (2)}	Ounces	10,164	9,527	10,187	10,233	40,101	9,188	9,563	8,101	10,256	37,108
Mined ore – Total	Tonnes	42,609	44,784	44,757	44,092	176,243	39,669	36,071	42,725	44,257	162,722
	Gold grade (g/t)	7.47	6.72	7.14	6.69	7.00	7.49	8.12	6.23	7.45	7.29
Milled ore	Tonnes	43,451	43,711	45,378	44,794	177,335	43,145	38,155	41,405	45,548	168,253
	Gold grade (g/t)	7.69	6.72	6.84	6.81	7.02	7.04	7.71	6.11	7.39	7.06
Horizontal development – Total	Metres	1,868	2,419	2,433	2,908	9,628	2,353	2,744	2,814	2,460	10,371

Notes:

1. Gold production figures are subject to amendment pending final agreed assays of the gold content of the copper/gold concentrate and gold doré that is delivered to the refineries.
2. Gold production totals for 2019 include treatment of 29,976 tonnes of flotation tails at a grade of 4.52 g/t (2018 full year: 16,466 tonnes at 3.71g/t).

In light of concerns over conventional tailings dams in Brazil, following the failure of the Brumadinho dam in January 2019, the Company has, in its latest planning for the Coringa project, elected to install a filtration plant allowing for the dry stacking of tails and eliminate the need for a conventional tailings dam. Although an initial EIA had received preliminary approval in late 2018, the Company has been working with SEMAS on the amendment to the EIA to reflect this change in the planned process flowsheet. The amended EIA was submitted and protocolled with SEMAS in early September 2019. On

12 November 2019, the Company was notified by SEMAS of a preliminary approval of the EIA and their intention to start the process of arranging the public hearings. The public hearing date has now been set for 6 February 2020 and the Directors believe that a successful outcome to the public hearings should clear the way for the issue of the initial Licencia Previa. Following this the Company will submit the application and supporting documentation for the Installation Licence which it hopes to receive early in the second half of 2020 enabling, subject to financing being available, construction to commence.

Principal terms of the Convertible Loan Notes

The Company is proposing to raise US\$12 million, before expenses, by way of an issue of Convertible Loan Notes to Greenstone pursuant to the terms of a Subscription Deed and a Convertible Loan Notes Instrument. The obligation to issue and subscribe, remain conditional upon, amongst other things, Shareholders approving the Resolutions at the General Meeting.

A summary of the principal terms of the Convertible Loan Notes is set out below:

Use of proceeds

The Company may use the funds raised from the issue of the Convertible Loan Notes to progress the development of Coringa, to settle the Coringa Deferred Consideration, to settle the outstanding debt owed to Sprott and for general working capital purposes.

Fees and interest

The Company will pay interest on the full amount of the issued Convertible Loan Notes from the date of issue at a rate of LIBOR plus 13 per cent. per annum. Interest will accrue daily and at the end of each quarter shall be rolled up and compounded so that it bears interest from such date as it would had it been added to the principal amount of the Convertible Loan Notes then outstanding and shall be paid in cash at redemption of the Convertible Loan Notes or in respect of any of the Convertible Loan Notes at the point of conversion. The Company will pay an arrangement fee of US\$300,000 in cash to Greenstone on redemption of the Convertible Loan Notes or the conversion of all Convertible Loan Notes, whichever is earliest. The Company will also pay all reasonable costs and expenses incurred by Greenstone in the negotiation, preparation and execution of the documentation related to the Subscription Deed and the Convertible Loan Notes. If any sum payable by the Company pursuant to the Convertible Loan Notes is not paid when it becomes due and payable, the Company shall pay interest on the outstanding balance at such interest rate plus an additional 3 per cent. per annum.

Issue and repayment

The Company may make a drawdown request to Greenstone for the full US\$12 million under the Subscription Deed within five days after Shareholders approve the Resolutions at the General Meeting (but no later than 4 March 2020) and Greenstone shall have up to 13 business days in which to pay the funds due under the subscription request, upon receipt of which, the Convertible Loan Notes will be issued. Subject to Greenstone not exercising its option to convert the amount outstanding into Conversion Shares during the 16 months following the issue of the Convertible Loan Notes, they will be redeemed by the Company 16 months following their issue (the "**Redemption Date**"). The Company will be unable to redeem any part of the Convertible Loan Notes prior to the Redemption Date. The Company may be required to redeem the Convertible Loan Notes if it becomes unlawful for Greenstone to hold the Convertible Loan Notes, the Company has breached its representations and warranties to Greenstone or failed to comply with its undertakings given to Greenstone in the Subscription Deed, or an event of default occurs.

Events of Default

The Company's obligation to redeem the Convertible Loan Notes in full may be accelerated by Greenstone, or following any transfer of the Convertible Loan Notes, a majority of noteholders, following the occurrence of certain events. The identity and scope of the events of default in the Convertible Loan Notes follow the approach commonly taken in senior secured credit facilities and include (but without limitation) non-payment of amounts due, non-compliance with the terms of the agreement, insolvency and insolvency-related events and cross-default.

Conversion

Greenstone may, at any time when any principal of the Convertible Loan Notes is outstanding, convert such outstanding amount (subject to a minimum conversion of US\$1,000,000 and the remaining Convertible Loan Notes held by Greenstone being not less than the US\$ equivalent of £1,000,000) into Ordinary Shares in the Company at a price of £0.76 per Ordinary Share (the “**Conversion Price**”). The Conversion Price will be adjusted in certain circumstances to ensure that the number of Ordinary Shares arising on conversion confer the same relative entitlement (e.g. if there is a sub-division, consolidation or bonus issue). The Conversion Shares shall be credited as fully paid and rank *pari passu* with Ordinary Shares of the same class in issue on the conversion date. The Company will, upon conversion, apply to have the Conversion Shares listed on AIM and TSX. However, the Company will not be obliged to issue more than the Maximum Conversion Shares.

Security and Guarantee

The Company and its subsidiaries will grant a comprehensive security package over all of their assets in favour of, and directly to, Greenstone. As a result of this security the Company and its subsidiaries will be restricted in their dealings with their assets, and the claims of other creditors of the Company against the Company’s assets will be subject to Greenstone’s security rights. In addition, the Company and its subsidiaries have contractually agreed, amongst other things, to limit their ability to incur other indebtedness, create security and deal with their assets.

Certain of the Company’s subsidiaries have agreed to guarantee the obligations of the Company to Greenstone and, following any transfer of the Convertible Loan Notes, the noteholders.

Transfer

Greenstone is free to transfer the Convertible Loan Notes and the Company has agreed to take steps to ensure that any transferee will have the benefit of a comprehensive security package which is substantially similar to that given to Greenstone.

Listing

The Company intends to apply for the Convertible Loan Notes to be listed on The International Stock Exchange in Guernsey.

City Code

The Company is subject to the City Code. Under Rule 9 of the City Code, any person who acquires an interest (as defined in the City 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 City Code, is normally required to make a general offer to all other shareholders to acquire their shares.

Similarly, when any person, together with persons acting in concert with him, is interested in shares which in aggregate carry not less than 30 per cent. of the voting rights of such a company, but does not hold shares carrying more than 50 per cent. of such voting rights, a general offer will normally be required if any further interest in shares is acquired by any such person, or persons acting in concert with him, which increases the percentage of shares carrying voting rights held by such persons.

An offer under Rule 9 must be made in cash 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 general offer.

Whitewash Resolution

For the purposes of the City Code, Greenstone together with its Connected Persons and other persons acting in concert with it, as described more fully in Part III of this Circular, form the Concert Party. The Concert Party is currently beneficially interested in 14,887,971 Ordinary Shares, representing approximately 25.27 per cent. of the Existing Ordinary Shares. In addition, Greenstone Management II Limited, a member of the Concert Party holds options over 100,000 Ordinary Shares, further details of which are set out at paragraph 2.2 of Part II of this Circular.

The Convertible Loan Notes are convertible into Ordinary Shares at a price of £0.76 per Ordinary Share at any time after issue. The Company expects that the Convertible Loan Notes will be issued approximately 13 business days following the General Meeting (should the Resolutions be approved). Based on the exchange rate of US\$1.30 to GB£1.00 as at the Disclosure Date and the other assumptions set out in paragraph 4.3 of Part III of this Circular, the Directors expect that conversion of the Convertible Loan Notes would result in the issue to the Concert Party of approximately 12,145,749 Ordinary Shares (being the Estimated Conversion Shares) which together with Greenstone's existing holding would represent an interest of 38.0 per cent. in the Company's Estimated Enlarged Ordinary Share Capital.

The final number of Ordinary Shares issuable to Greenstone upon conversion of amounts outstanding in respect of the Convertible Loan Notes will be influenced by the US\$:£ exchange rate. If the value of £ depreciates against the US\$, the number of new Ordinary Shares to be issued to the Concert Party on conversion of the Convertible Loan Notes would increase. Accordingly, the Convertible Loan Notes provides that Greenstone may only convert the Convertible Loan Notes into a maximum of 28,849,072 Ordinary Shares (being the Maximum Conversion Shares) as a result of which the Concert Party's interest in the Company's Maximum Enlarged Share Capital would be 49.9 per cent. (assuming no options issued by the Company or other securities convertible or exchangeable into Ordinary Shares are exercised other than by the Concert Party and that the Company does not issue any other Ordinary Shares) and the Concert Party would therefore be interested in Ordinary Shares carrying 30 per cent. or more of the Company's voting share capital but not holding Ordinary Shares carrying more than 50 per cent. or more of such voting rights.

The Takeover Panel has agreed, however, to waive the obligation on Greenstone to make a general offer ("**Waiver**") that would otherwise arise as a result of the issue of the Maximum Conversion Shares to Greenstone, subject to the approval, on a poll, of the Independent Shareholders. Accordingly, the Whitewash Resolution is being proposed at the General Meeting and will be taken on a poll.

Neither Greenstone, nor anyone acting in concert with it, will vote on the Whitewash Resolution.

For so long as Greenstone continues to be treated as acting in concert with its respective members, any further increase in the respective interests in the Ordinary Shares held by Greenstone will be subject to the provisions of Rule 9.

Shareholders should note the Directors consider that the possibility that the Maximum Conversion Shares would need to be issued is very unlikely and the following table illustrates the number of Conversion Shares that could be expected to be issued on conversion based on the Conversion Price at different exchange rates (assuming no options issued by the Company or other securities convertible or exchangeable into Ordinary Shares are exercised other than by the Concert Party and that the Company does not issue any other Ordinary Shares).

Exchange rate at date of conversion (US\$ to GB£)	Illustrative maximum number of Conversion Shares to be issued on full conversion	Illustrative maximum interest of the Concert Party in the enlarged ordinary capital after conversion
1.30	12,145,749	38.1%
1.10	14,354,067	40.0%
1.00	15,789,474	41.1%
0.547	28,849,072	49.9%

Information on the Concert Party

Information on Greenstone, together with its Connected Persons and other persons acting in concert with it, including their future intentions for the Company, is contained in Part III of this Circular.

Risk associated with the Resolutions

In considering your voting decisions in relation to the Resolutions, you are referred to the risks set out below. Only those risks relating to the Resolutions which are material and currently known to the Company are set out below:

- The Independent Shareholders should note that, if the Resolutions (including the Whitewash Resolution) are approved and Greenstone elects to convert any amount outstanding under the

Convertible Loan Notes into Ordinary Shares, Greenstone may be able to exercise greater control over the conduct of the Company than is currently already the case.

- The Independent Shareholders should note that, if the Resolutions (including the Whitewash Resolution) are approved, this does not provide any guarantee that in any future situation where Rule 9 of the City Code becomes relevant to the Company (whether in relation to the Greenstone Concert Party or otherwise) the Takeover Panel would be similarly willing to grant a waiver.
- The Independent Shareholders should note that, if the relevant Resolutions are not passed at the General Meeting, the Company will continue to have an obligation to pay the Coringa Deferred Consideration on or before 31 March 2020. The Company's ability to fund the payment of the Coringa Deferred Consideration will depend on its other cash resources at such time together with alternative available sources of funding, might not be sufficient and in such circumstances, and absent an alternative agreement with Equinox, the Company would be in breach of the Coringa Acquisition Agreement which may have material implications for the Company's continuing ownership of the Coringa Project. A breach of the Coringa Acquisition Agreement may also constitute a breach of the outstanding debt to Sprott, and could result in a requirement for immediate settlement of the debt owed to Sprott.

Additional risks and uncertainties not currently known to the Company, or that the Company currently deems to be immaterial, may also have an adverse effect on the Company.

Related party transaction

AIM

As Greenstone is currently interested in more than 10 per cent. of the issued ordinary share capital of the Company, the subscription for the Convertible Loan Notes is a related party transaction for the purposes of Rule 13 of the AIM Rules. For the purposes of the AIM Rules, the Independent Directors of the Company consider, having consulted with the Company's nominated adviser, Beaumont Cornish, that the terms of the Subscription Deed, and the Convertible Loan Notes Instrument are fair and reasonable insofar as Shareholders are concerned.

Canadian Securities Laws

As a result of Greenstone's shareholding in the Company, the subscription for the Convertible Loan Notes is a related party transaction for the Company under Canadian securities laws pursuant to Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions ("**MI 61-101**"). In accordance with MI 61-101, the Company is relying on the exemption from the requirement to obtain a formal valuation for the Convertible Loan Notes transaction contained in section 5.5(c) of MI 61-101 on the basis that the transaction is a distribution of securities for cash consideration and neither the Company, nor to the knowledge of the Company after reasonable inquiry, Greenstone has knowledge of any material information concerning the Company or its securities that has not been generally disclosed. The Company will be obtaining minority shareholder approval for the issue of the Convertible Loan Notes in accordance with MI 61-101. To the knowledge of the Company, after reasonable enquiry a total of 14,887,971 votes attaching to Ordinary Shares beneficially owned by or over which direction and control is exercised by the Concert Party will be excluded in determining whether minority shareholder approval for the Convertible Loan Notes has been obtained.

The Proposals were reviewed and unanimously approved in principle by the Independent Directors on 17 January 2020. The Directors approved all of the Proposals having taken into account in particular that the issue of the Convertible Loan Notes will significantly strengthen the Company's financial position and allow it the flexibility to part fund the development of Coringa, to settle the Coringa Deferred Consideration and repay the outstanding debt owed to Sprott, and simultaneously enable continued exploration and development of its Palito Complex, which is important to the longer term growth strategy of the Company.

General Meeting

You will find at the end of this Circular the Notice of General Meeting. The General Meeting is to be held at the offices of Travers Smith LLP at 10 Snow Hill, London, EC1A 2AL at 2.00 p.m. on 26 February 2020.

At the General Meeting Resolutions will be proposed as follows:

- (a) Resolution 1, (the “**Whitewash Resolution**”) which will be proposed as an ordinary resolution and which will be taken on a poll of Independent Shareholders voting in person or by proxy, to approve the Waiver;
- (b) Resolution 2, which will be proposed as an ordinary resolution, to authorise the Directors to allot Ordinary Shares pursuant to the terms of the Convertible Loan Notes;
- (c) Resolution 3, which will be proposed as an ordinary resolution of Independent Shareholders voting in person or by proxy to approve the Subscription Deed; and
- (d) Resolution 4, which will be proposed as a special resolution, to disapply the statutory pre-emption rights in respect of the Ordinary Shares allotted pursuant to the terms of the Convertible Loan Notes Instrument.

Resolution 1 will be taken in accordance with the City Code on Takeovers and Mergers and be taken on a poll of Independent Shareholders present and by proxy voting at the Meeting. Shareholders should note that members of the Concert Party will not be permitted to vote on Resolution 1 or Resolution 3.

Further Information

Shareholders should read the whole of this Circular, which provides additional information on the Company, Subscription Deed, the Convertible Loan Notes Instrument, the Convertible Loan Notes and the Concert Party and should not rely on summaries of, or individual parts only of, this Circular.

Action to be taken

A Form of Proxy is enclosed for use by Shareholders at the General Meeting. Whether or not Shareholders intend to be present at the General Meeting, they are asked to complete, sign and return the Form of Proxy by post or by hand to the Company’s Registrars, Computershare Investor Services PLC, Bridgwater Road, Bristol, BS99 6ZY, as soon as possible and in any event not later than 2.00 p.m. (UK time) on 24 February 2020. The completion and return of a Form of Proxy will not preclude a Shareholder from attending the General Meeting and voting in person should he or she wish to do so.

As an alternative to completing the Form of Proxy, Shareholders can vote and appoint a proxy electronically by going to either of the following websites: www.eproxyappointment.com (for UK appointments) or www.investorvote.com (for Canadian appointments). You will be asked to enter the Control Number, the Shareholder Reference Number (**SRN**) and PIN as provided on your proxy card and agree to certain terms and conditions. For an electronic proxy to be valid, your appointment must be received by the UK Registrars no later than 2.00 p.m. (UK time) on 24 February 2020 and by the Canadian Registrars no later than 9.00 a.m. (ET) on 24 February 2020.

You may not use any electronic address provided within this notice or any related documents (including the Form of Proxy) to communicate with the Company other than as expressly stated.

To give an instruction via the CREST system, CREST messages must be received by the issuer’s agent (ID number 3RA50) not later than 48 hours before the time appointed for holding the meeting.

For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the issuer’s agent is able to retrieve the message. The Company may treat as invalid an appointment sent by CREST in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

Irrevocable Undertakings

The Company has received irrevocable undertakings from certain Shareholders and the Directors (who hold Ordinary Shares) to vote in favour of the Resolutions at the General Meeting in respect of, in aggregate, 20,581,131 Ordinary Shares representing approximately 46.75 per cent. of the Existing Ordinary Shares that are able to vote on Resolutions 1 and 3 and, in aggregate, 35,469,102 Ordinary Shares representing approximately 60.21 per cent. of the Existing Ordinary Shares that are able to vote on Resolutions 2 and 4. Greenstone, which is interested in approximately 25.27 per cent. of the Existing Ordinary Shares of the Company, has undertaken to vote in favour of the Resolutions (other than Resolution 1 and Resolution 3).

Further details of the irrevocable undertakings are set out in paragraph 6 of Part II of this Circular.

Recommendation

As Mark Sawyer, a non-executive director of the Company, is a nominated Board appointee of Greenstone, he is not independent for the purposes of the recommendation. The Independent Directors therefore, comprising the Board other than Mark Sawyer, having been so advised by Beaumont Cornish, consider that the issue of the Convertible Loan Notes and Waiver, are fair and reasonable and in the best interests of the Independent Shareholders and the Company as a whole. In giving its advice, Beaumont Cornish has taken account of the commercial assessments of the Independent Directors.

Accordingly, the Independent Directors unanimously recommend that you vote in favour of the Resolutions as they and Shareholders connected with them have irrevocably undertaken to do in respect of their aggregate beneficial holdings of 1,262,345 Ordinary Shares, representing 2.14 per cent. of the total number of issued Ordinary Shares in the Company.

Yours sincerely,

Mel Williams

Non-executive Chairman

PART II

ADDITIONAL INFORMATION ON THE COMPANY

1. RESPONSIBILITY

- 1.1 The Directors, whose names are set out on page 5 of this Circular, accept responsibility for the information (including any expressions of opinion) contained in this Circular, other than information for which responsibility is taken pursuant to paragraph 1.2 of this Part II below and paragraph 1.1 of Part III, save that the only responsibility accepted by the Directors in respect of the information in this Circular relating to the Concert Party, has been to ensure that such information has been correctly and fairly reproduced or presented (and no steps have been taken by the Directors to verify this information). To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this Circular for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The Independent Directors, being the Directors other than Mark Sawyer, accept responsibility for any opinion attributable to the Independent Directors relating to the unanimous recommendation of the Proposals. To the best of the knowledge and belief of the Independent Directors (who have taken all reasonable care to ensure that such is the case), the information (including expressions of opinion) for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. INTERESTS AND DEALINGS

- 2.1 For the purposes of this paragraph 2:

acting in concert means any such person acting or deemed to be acting in concert as such expression is defined in the City Code;

arrangement includes 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;

associate means:

- (a) the parent company (if any), the subsidiaries, fellow subsidiaries and associated companies of the Company or Concert Party, as the case may be, and companies of which any such subsidiaries or associated companies are associated companies;
- (b) connected advisers and persons controlling, controlled by or under the same control as such connected advisers;
- (c) the Directors or Concert Party, as the case may be, and the directors of any company covered in (b) above (together in each case with their close relatives and related trusts);
- (d) the pension funds of the Company or Concert Party, as the case may be, or any person covered in (b) above;
- (e) an employee benefit trust of the Company or Concert Party, as the case may be, or any company covered in (b) above; and
- (f) a company having a material trading arrangement with the Company or Concert Party.

connected advisers normally includes only the following (and will not normally include a corporate broker which is unable to act in connection with the transaction because of a conflict of interest):

- (a) in relation to the Company or Concert Party, as the case may be, an organisation which is advising that party in relation to the transaction and a corporate broker to that party;
- (b) in relation to a person who is acting in concert with the Company or Concert Party, as the case may be, an organisation which is advising that person either in relation to the

transaction, or in relation to the matter which is the reason for that person being a member of the relevant concert party; and

- (c) in relation to a person who is an associate of the Company or Concert Party, as the case may be, by virtue of paragraph (b) in the definition of “associate” above, an organisation which is advising that person in relation to the transaction.

control means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the Voting Rights (as defined in the City Code) irrespective of whether the holding or aggregate holding gives *de facto* control;

dealings or dealt includes the following:

- (a) the acquisition or disposal of relevant securities or the right (whether conditional or absolute) to exercise or direct the exercise of the 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 traded option contract) in respect of any securities;
- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the exercise or conversion, whether in respect of new or existing securities, any of any securities carrying conversion or subscription rights;
- (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 securities;
- (f) the entry into or termination or variation of the terms of any agreement to purchase or sell securities; and
- (g) any other action resulting, or which may result, in an increase or decrease in the number of securities in which a person is interested or in respect of which he has a short position;

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

Disclosure Date means close of business on 21 January 2020, being the latest practicable date prior to the publication of this Circular;

disclosure period means the period commencing on 21 January 2019 (being the date twelve months prior to the Disclosure Date) and ending on the Disclosure Date (being the latest practicable date prior to the publication of this Circular);

interested in securities includes if a person:

- (a) owns them;
- (b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
- (c) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire them 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;
- (d) is a 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; or
- (e) has long economic exposure, whether absolute or conditional to changes in the price of those securities (but a person who only has a short position in securities is not treated as interested in those securities);

relevant securities includes:

- (a) shares and any other securities in the Company or Concert Party, as the case may be, conferring voting rights;
- (b) equity share capital of the Company or Concert Party, as the case may be;

- (c) any securities convertible into, or rights to subscribe for the securities of the Company or Concert Party, as the case may be, described in paragraphs (a) and (b) above; and
- (d) ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and “control” means an interest or interests in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give de facto control.

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

- 2.2 As at the close of business on the Disclosure Date, the interests, rights to subscribe and short positions of the Directors, their immediate families and persons connected with them in the share capital of the Company, together with any options in respect of such share capital (all of which holdings are beneficially held unless otherwise stated) required to be notified to the Company or which are required to be entered into the Company’s Shareholder register, are as set out below:

Director	Number of Ordinary Shares	Percentage of voting rights %
Melvyn Williams	14,750	0.03%
Michael Hodgson	22,066	0.04%
Clive Line	38,332	0.07%
Hector Alegria	5,000	0.01%
Nicolas Bañados (Note 1)	1,122,197	1.90%
T Sean Harvey	60,000	0.10%
Eduardo Rosselot	–	–
Mark Sawyer (Note 2)	–	–
Felipe Swett	–	–

Note 1: Nicolas Bañados has a direct interest in 7,214 Ordinary Shares. Nicolas Bañados is the beneficial owner of 50 per cent. of the share capital of Asesorias e Inversiones Asturias Limitada which beneficially owns: (1) directly 7,983 Ordinary Shares; and (2) 25 per cent. of the units in Inversiones Villarrica Limitada, a private financial investment fund, which is interested in 1,107,000 Ordinary Shares.

Note 2: Mark Sawyer is a director of Greenstone Management II Limited, the general partner of Greenstone Resources II LP which is interested in 14,887,971 Ordinary Shares.

	Issue date	Share options outstanding	Share options vested	Option price	Exercise period
Michael Hodgson	28 Jan 11	30,000	30,000	UK£8.20	28 Jan 11 to 27 Jan 21
	7 Apr 17	200,000	200,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	400,000	266,667	UK£0.75	2 July 18 to 1 July 21
Clive Line	28 Jan 11	30,000	30,000	UK£8.20	28 Jan 11 to 27 Jan 21
	7 Apr 17	150,000	150,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	300,000	200,000	UK£0.75	2 July 18 to 1 July 21
T Sean Harvey	7 Apr 17	80,000	80,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	100,000	66,667	UK£0.75	2 July 18 to 1 July 21
Melvyn Williams	7 Apr 17	65,000	65,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	125,000	83,334	UK£0.75	2 July 18 to 1 July 21
Aquiles Alegria	7 Apr 17	50,000	50,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	100,000	66,667	UK£0.75	2 July 18 to 1 July 21
Felipe Swett	7 Apr 17	50,000	50,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	100,000	66,667	UK£0.75	2 July 18 to 1 July 21
Eduardo Rosselot	7 Apr 17	50,000	50,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	100,000	66,667	UK£0.75	2 July 18 to 1 July 21
Nicolas Bañados	7 Apr 17	50,000	50,000	UK£1.00	7 Apr 17 to 6 Apr 20
	2 July 18	100,000	66,667	UK£0.75	2 July 18 to 1 July 21
Mark Sawyer (Note 2)	2 July 18	100,000	66,667	UK£0.75	2 July 18 to 1 July 21

Note 1: Each option entitles the holder to subscribe for one new Ordinary Share.

Note 2: These options are held by Greenstone Management II Limited of which Mark Sawyer is a director.

- 2.3 As at the close of business on the Disclosure Date and save as disclosed in paragraph 2.2 above, none of (i) the Company; (ii) the Directors; (iii) any of the Directors' immediate families or related trusts; (iv) the pension funds of the Company or its subsidiary undertakings; (v) any employee benefit trust of the Company or its subsidiary undertakings; (vi) any connected adviser to the Company or its subsidiary undertakings or any person acting in concert with the Directors; (vii) any person controlling, controlled by or under the same control as any connected adviser falling within (vi) above (except for an exempt principal trader or an exempt fund manager); nor (viii) any other person acting in concert with the Company; owns or controls, has a short position, or has borrowed or lent (or entered into any financial collateral arrangement of the kind referred to in Note 4 on Rule 4.6 of the Code), or is interested in, or has any right to subscribe for, or any arrangement concerning, directly or indirectly, any relevant securities.
- 2.4 None of the Directors, nor any member of their immediate families or related trusts (so far as the Directors are aware having made due enquiry), dealt in relevant securities of the Company during the 12 months prior to the Disclosure Date.
- 2.5 Neither the Company nor any of the Directors nor any member of their immediate families or related trusts, owns or controls or is interested, directly or indirectly in or has any short position in, any member of either Concert Party or any securities convertible into, or exchangeable for, rights to subscribe for and options (including traded options) in respect of, and derivatives referenced to, any of the foregoing.
- 2.6 No management incentivisation arrangements have been discussed.

3. DIRECTORS' SERVICES AGREEMENT AND LETTERS OF APPOINTMENT

3.1 *Michael Hodgson (Chief Executive)*

Mr Hodgson entered into a service agreement with the Company on 2 February 2007. He is currently entitled to a base salary of £183,587 per annum, an annual pension contribution of £8,000, the potential, subject to approval of the Board, of an annual cash performance bonus and other fringe benefits, such as health, disability and life insurance which for the 2019 calendar year were equal in value to approximately £5,630. His service agreement is terminable on 12 months' notice by the Company. Mr Hodgson is required to devote himself to no less than four days per week to the performance of his duties.

3.2 *Clive Line (Finance Director)*

Mr Line entered into a service agreement with the Company on 13 April 2005. He is currently entitled to a base salary of £164,220 per annum, the potential, subject to approval of the Board, of an annual cash performance bonus and other fringe benefits, such as health, disability and life insurance which for the 2019 calendar year were equal in value to approximately £4,530. Mr Line is required to devote himself to no less than four days per week to the performance of his duties.

3.3 *Non-executive directors*

Each of the non-executive Director appointments can be terminated in accordance with the Articles and without compensation. The Articles provide that the office of Director shall be terminated by, among other things: written resignation, unauthorised absences from board meetings for six consecutive months or more; or written request of all of the other Directors.

Other than as described above, no letters of appointment have been entered into or amended within 6 months of the date of this Circular.

4. MATERIAL CONTRACTS

There are no material contracts (not being in the ordinary course of business) entered into by the Company or any member of the Group in the two years immediately preceding the date of this Circular, save as follows:

4.1 **Subscription Deed and Convertible Loan Notes Instrument**

On 21 January 2020, the Company (together with a number of its subsidiaries) and Greenstone entered into the Subscription Deed, to which the Convertible Loan Notes Instrument is annexed, pursuant to which Greenstone has agreed, subject to the satisfaction of certain terms and conditions, to subscribe for US\$12 million Convertible Loan Notes. The Subscription Deed includes warranties from the Company in favour of Greenstone in relation to the operations of the Group. Further details of the Convertible Loan Notes are set out on page 10 and 11 of this Circular, in Part I under the heading 'Principal terms of the Convertible Loan Notes'.

4.2 **Relationship Agreements with Greenstone and Fratelli**

Fratelli and Greenstone are both party to Relationship Agreements with the Company and Beaumont Cornish, the terms of which were announced on 23 March 2018 (the "**Relationship Agreements**"). These agreements include protections to ensure the Company is able to continue to operate independently of these two major shareholders and ensure that the Company always has two independent non-executive directors but also provides Greenstone and Fratelli with certain rights with respect to the Company.

Under the terms of the Relationship Agreements:

- (a) Each of Fratelli and Greenstone shall have, for as long as it holds an interest of 23 per cent. or more in the share capital of the Company, the right to appoint two directors to the Board and, for so long as it holds an interest of 15 per cent. or more but less than 23 per cent. of the share capital of the Company, the right to appoint one director to the Board.
- (b) Each of Fratelli and Greenstone shall have, for as long as it holds an interest of 15 per cent. or more in the share capital of the Company:
 - certain information rights regarding the Company's business; and
 - anti-dilution rights such that it will have the right, but not the obligation, to participate in new placings of Ordinary Shares (including placings in connection with an acquisition or for non-cash consideration) in order to retain its ownership percentage. Where Greenstone and/or Fratelli elect to exercise this anti-dilution right:
 - (i) if the new placing is for cash, each of Fratelli and Greenstone will participate on substantially the same terms as any other participant in the new placing; or
 - (ii) if the new placing is for non-cash consideration, Fratelli and Greenstone will each have the right to subscribe for such number of shares as are required to maintain its current percentage holdings at a price per Ordinary Share equal to the VWAP of the Company's Ordinary Shares for the 5-day period ending on the date ending two business days prior to the announcement of that new placing.

On 17 January 2020, Fratelli agreed to waive its anti-dilution right under its Relationship Agreement in respect of any Ordinary Shares issued by the Company in connection with the Proposals.

4.3 **Coringa Acquisition Agreement with Anfield**

On 14 November 2017, the Company signed a conditional acquisition agreement to acquire 100 per cent. of the issued share capital of Chapleau Resources Ltd. ("**Chapleau**") together with Chapleau's outstanding inter-company debts owed to Anfield and other Anfield group companies. Chapleau owns 100 per cent. of the shares of Chapleau Exploração Mineral Ltda ("**Chapleau Brazil**"). Chapleau Brazil holds mineral rights consisting of seven concessions totalling 13,648 hectares, including Coringa. Chapleau also owns 100 per cent. of the shares of Chapleau Resources (USA) Limited which holds a 10 per cent. interest in the Patty JV covering 616 mining claims in Nevada, USA.

The Company paid initial consideration of US\$5 million on the closing of the transaction. A further US\$17 million was owed as deferred consideration, of which an initial payment of US\$5 million in cash was paid on 16 April 2018 and a final payment of US\$12 million in cash was due upon the earlier of either the first gold being produced or 24 months from the date of closing, being 21 December 2019. The total consideration for the acquisition amounted to US\$22 million in aggregate (before any working capital adjustments).

The Coringa Acquisition Agreement was conditional on a number of items including:

- (a) completion by the Company of its due diligence, including the receipt of satisfactory legal opinions as to mining title, labour, environmental and tax matters;
- (b) approval of the shareholders of Anfield and approval of the TSX-V; and
- (c) approval of the Company's secured lender, Sprott.

Anfield provided the Company with certain indemnities in respect of future claims relating to activities prior to the closing of the transaction, including labour and tax liabilities. In addition, the agreement includes representations and warranties from Anfield in favour of the Company as would be customary for a transaction of this nature both on execution of the agreement and upon payment of the initial consideration.

As announced on 23 December 2019, the Company and Anfield agreed that the payment date of the Coringa Deferred Consideration, amounting to US\$12 million, had been extended to 31 March 2020 or, if earlier, within 5 business days of completion of any new financing arrangement by the Company.

4.4 **Arrangements with Sprott**

On 30 June 2017, the Group entered into an agreement with the Sprott Resource Lending Partnership ("**Sprott**") for a US\$5 million loan (the "**Existing Loan**") expiring 31 December 2019 (including US\$1.37 million being the remaining loan principal still outstanding under a previous arrangement with Sprott). The Existing Loan carries interest at a rate of 10 per cent. per annum and was repayable in 24 monthly instalments commencing 31 January 2018. The Company provided certain covenants and undertakings to Sprott, consistent with normal bank lending arrangements, including an undertaking to maintain at all times a minimum of US\$1.0 million in unrestricted cash and cash equivalents. The Sprott loan is subject to customary events of default. Sprott were granted call options over 6,109 ounces of gold (the "**Gold Options**") at a strike price of US\$1,320 per ounce exercisable at any time up to 31 December 2019 in connection with the Existing Loan.

On 23 January 2018, the Company completed an amendment to the Existing Loan to extend the term of the facility. The repayment terms were amended such that the Existing Loan became repayable in 30 equal monthly instalments ending 30 June 2020. Sprott also advanced an additional US\$3.0 million loan to the Company (the "**New Loan**"). Sprott received a fee of US\$90,000 in connection with the advance of the New Loan and the revision of the terms of the Existing Loan which was settled by the issue of 2,141,798 new ordinary shares in the Company.

The Existing Loan was, and following the New Loan, continued to be secured against the assets of the Company, including the shares of its subsidiary companies at that time. These assets also became security for the New Loan and the shares of Chapleau were also pledged to Sprott as security for both the Existing Facility and the New Facility. Chapleau had been acquired in December 2017 as set out in paragraph 4.3 of this Part II above.

The New Loan was initially required to be repaid in full on 30 September 2018 but on 14 September 2018 the Company exercised an extension option as a result of which the New Facility became repayable in equal monthly instalments commencing 30 September 2018 with a final payment due 22 months later on 30 June 2020. Sprott received a fee of US\$90,000 which was settled through the issue of 145,479 new ordinary shares of 10 pence each in the Company.

On 17 May 2019, the Group agreed revised repayment terms for the New Loan (as amended) whereby the loan would be repaid in six equal monthly instalments commencing 31 January 2020. The Gold Options were re-priced at a strike price of US\$1,295 per ounce. On 18 July 2019,

Sprott exercised the Gold Options. This gave rise to a liability of US\$922,886 to be paid in six equal monthly instalments commencing on 31 January 2020 and is otherwise subject to the same terms and conditions as the Existing Loan and the New Loan.

4.5 **Placing Agreement with Peel Hunt LLP**

The Company entered into a placing agreement with Peel Hunt LLP on 29 March 2018 (the “**Placing Agreement**”) under which Peel Hunt agreed on a conditional basis to use its reasonable endeavours as agent of the Company to procure persons to subscribe for ordinary shares at a price of 3.6 pence per ordinary share issued by the Company pursuant to the placing (the “**Placing Shares**”).

The placing was conditional on several conditions, including the Placing Agreement becoming unconditional in all respects and not having been terminated in accordance with its terms, and admission of the Placing Shares occurring. The Company provided customary warranties and indemnities under the Placing Agreement in favour of Peel Hunt LLP.

The result of the placing was announced on 29 March 2018, such that as at the date of this Circular both the Company and Peel Hunt had substantively completed their obligations under the terms of the Placing Agreement.

4.6 **Greenstone Subscription Agreement**

On 23 March 2018, Greenstone entered into a subscription agreement (the “**Subscription Agreement**”) with the Company. Under the terms of the Subscription Agreement, Greenstone agreed to subscribe for 297,759,419 ordinary shares of 0.5 pence each at a price of 3.6 pence per ordinary share.

Pursuant to the Subscription Agreement, the Company agreed to give certain warranties regarding the Company’s business, and repay to Greenstone certain costs (up to a maximum of US\$100,000) incurred by Greenstone in connection with the subscription including reimbursement of costs incurred in undertaking due diligence and the preparation of the Subscription Agreement.

As at the date of this Circular, both the Company and Greenstone had substantively completed their obligations under the terms of the Subscription Agreement.

5. **MIDDLE MARKET QUOTATIONS**

The table below sets out the middle market quotations for an Ordinary Share, as derived from the AIM appendix to the London Stock Exchange Daily Official List, on the first business day of each of the six months preceding the date of this Circular and for the Disclosure Date:

Date	Price per Ordinary Share
1 July 2019	60p
1 August 2019	49.5p
2 September 2019	80.75p
1 October 2019	80.5p
1 November 2019	85.5p
2 December 2019	71.25p
2 January 2020	65.0p
Disclosure Date	76.0p

6. IRREVOCABLE UNDERTAKINGS

6.1 *Director irrevocable undertakings*

The Company has received the following undertakings to vote in favour of the Resolutions at the General Meeting from the following Directors, which in aggregate amount to 1,262,345 Ordinary Shares representing 2.14 per cent. of the Existing Ordinary Shares, are as follows:

Director	Number of Ordinary Shares	Percentage of the Company's issued share capital
Melvyn Williams	14,750	0.03%
Michael Hodgson	22,066	0.04%
Clive Line	38,332	0.07%
Hector Alegria	5,000	0.01%
Nicolas Bañados (<i>Note 1</i>)	1,122,197	1.90%
T Sean Harvey	60,000	0.10%
Total	1,262,345	2.14%

Note 1: *Nicolas Bañados has a direct interest in 7,214 Ordinary Shares. Nicolas Bañados is the beneficial owner of 50 per cent. of the share capital of Asesorias e Inversiones Asturias Limitada which beneficially owns: (1) directly 7,983 Ordinary Shares; and (2) 25 per cent. of the units in Inversiones Villarrica Limitada, a private financial investment fund, which is interested in 1,107,000 Ordinary Shares.*

Each irrevocable undertaking includes undertakings to:

- (a) until the conclusion of the General Meeting, not deal in the relevant Ordinary Shares or any interest in all or any of them or permit any dealing, nor enter into any agreement or arrangement (whether conditional or not) to deal, nor accept (or permit to be accepted) any offer in respect of all or any of such Ordinary Shares;
- (b) continue to control the relevant Ordinary Shares at least until the conclusion of the General Meeting;
- (c) vote, or procure to vote, in favour of the Resolutions at the General Meeting; and
- (d) not take any action which is inconsistent with the express terms of the irrevocable undertaking.

The obligations shall be irrevocable unless the General Meeting is not held prior to 31 March 2020.

6.2 *Shareholder irrevocable undertakings*

The Company has received irrevocable undertakings from Fratelli to vote in favour of the Resolutions at the General Meeting in respect of, in aggregate, 19,318,786 Ordinary Shares representing approximately 32.79 per cent. of the Existing Ordinary Shares of the Company.

The irrevocable undertaking includes undertakings to:

- (a) until the conclusion of the General Meeting, not deal in the relevant Ordinary Shares or any interest in all or any of them or permit any dealing, nor enter into any agreement or arrangement (whether conditional or not) to deal, nor accept (or permit to be accepted) any offer in respect of all or any of such Ordinary Shares;
- (b) continue to control the relevant Ordinary Shares at least until the conclusion of the General Meeting;
- (c) vote, or procure to vote, in favour of the Resolutions at the General Meeting; and
- (d) not take any action which is inconsistent with the express terms of the irrevocable undertaking

The obligations shall be irrevocable unless the General Meeting is not held prior to 31 March 2020.

The Company has also received irrevocable undertakings from Greenstone to vote in favour of Resolutions 2 and 4 (on such terms set out at 6.1, save that Greenstone shall abstain from voting on Resolution 1 and 3) in respect of an aggregate of 14,887,971 Ordinary Shares.

7. INCORPORATION OF RELEVANT INFORMATION BY REFERENCE

7.1 The following documents (or parts of documents), which have been filed with the Takeover Panel and are available for inspection in accordance with paragraph 10 of this Part II, contain information about the Company and the Concert Party, which is relevant to this Circular.

7.2 The table below sets out the sections of these documents which are incorporated by reference into, and form part of, this Circular in accordance with Rule 24.15 of the City Code, and only the parts of the documents identified in the table below are incorporated into, and form part of, this Circular.

Source document from which information is incorporated into this Circular by reference	Information incorporated by reference	Page number(s) in source document
Audited financial statements for the year ended 31 December 2018	Independent Auditor's Report	71
	Statement of Comprehensive Income	78
	Group Balance Sheet	79
	Statements of Changes in Shareholders' Equity	81
	Cash Flow Statements	83
	Notes to the Financial Statements	84
Audited financial statements for the year ended 31 December 2017	Independent Auditor's Report	60
	Consolidated Statement of Comprehensive Income	69
	Group Balance Sheet	70
	Statements of Changes in Shareholders' Equity	72
	Cash Flow Statements	74
	Notes to the Financial Statements	75
Unaudited financial statements for three and six-month periods ended 30 June 2019	Condensed Consolidated Statements of Comprehensive Income	1
	Condensed Consolidated Balance Sheets	2
	Condensed Consolidated Statements of Changes in Shareholders' Equity	3
	Condensed Consolidated Cash Flow Statements	4
	Notes to the Condensed Consolidated financial statements	5
	Unaudited financial statements for three and nine-month periods ended 30 September 2019	Condensed Consolidated Statements of Comprehensive Income
Condensed Consolidated Balance Sheets		3
Condensed Consolidated Statements of Changes in Shareholders' Equity		4
Condensed Consolidated Cash Flow Statements		5
Notes to the Condensed Consolidated financial statements		6

7.3 A copy of each of the documents incorporated by reference into this Circular is available, free of charge, for downloading or inspection, at the following website: www.serabigold.com.

7.4 The information incorporated by reference into this Circular, which has not been published in an inflation adjusted form, is available in a "read-only" format and can be printed from the Company's website. The Company will provide within two business days, without charge, to each person to whom a copy of this Circular has been delivered, upon their written or verbal request, a copy of any documents incorporated by reference in this Circular. In addition, each person to whom a copy of this Circular has been delivered may request that all future documents, announcements and information sent to them in relation to the Waiver should be sent in hard copy form. Copies of any documents incorporated by reference in this Circular will not be provided unless such a request is made. Requests for copies of any such document should be directed to the Company Secretary, Clive Line, Serabi Gold plc, Suite 105, Mercury House, 117 Waterloo Road, London SE1 8UL or by telephone to +44 (0) 20 7246 6830.

- 7.5 Save as set out above in this Circular, neither the contents of the Company's website, nor the contents of any website accessible from hyperlinks on the Company's website, is incorporated into, or forms part of, this Circular.

8. GENERAL

- 8.1 The Company was incorporated in England and Wales as a private limited company named Serabi Mining Limited on 18 May 2004 under the Companies Act 1985 and with registered number 5131528. The Company re-registered as a public company under the name Serabi Mining plc on 17 March 2005. The Company subsequently changed its name to Serabi Gold plc on 14 October 2011. The Ordinary Shares were admitted to trading on AIM on 10 May 2005. The Company is a gold mining company with operations in Brazil.
- 8.2 The financial information in this Circular does not comprise statutory accounts for the purpose of Section 434 of the Companies Act 2006.
- 8.3 Save as described in paragraph 8.4 below there has been no significant change in the trading or financial position of the Company since 30 September 2019, the date up to which the most recent unaudited interim financial statements were published.
- 8.4 The references in Part I of this Circular in relation to the Coringa Projects's capital requirement of US\$24.7 million and life of mine production of 288,000 ounces during a nine-year period at an average gold grade of 8.34 g/t, have been extracted from the technical report (the "**Study**") supporting the Coringa PEA prepared by Global Resource Engineering Ltd. ("**GRE**") in accordance with the Canadian National Instrument 43-101 Standards of Disclosure for Mineral Projects ("**NI 43-101**") and the rules of the Canadian Institute of Mining, Metallurgy and Petroleum ("**CIM**"), which is also an internationally recognised standard pursuant to the AIM Rules, and announced by the Company on 21 October 2019.

Mr Gunesch, Mr Samari, Mr Harvey and Mr Breckenridge of GRE carried out the assignment on behalf of GRE and are each familiar with NI 43-101 and, by reason of education, experience and professional registration, fulfil the requirements of a Qualified Person as defined in NI 43-101 and for the purposes of the AIM Rules. Mr Gunesch, Mr Samari, Mr Harvey and Mr Breckenridge were responsible for the preparation of the Preliminary Economic Assessment and all consented to the publication of the PEA and Mineral Resources estimate and the inclusion of the information contained in the PEA announcement in the form and context in which it appeared.

The PEA was based on information known to GRE as of 6 September 2019 and assumptions on commodity price and exchange rates used in the PEA were determined at the time the PEA was completed and in accordance with normal accepted practice for such studies. The Directors believe that, as there has been no material change in the technical nor commercial assumptions underlying the PEA and furthermore, as the PEA was prepared by GRE within six months of the publication of this Circular, in accordance with industry practice, there is no necessity at this time for the PEA to be updated or reviewed by GRE subsequent to its publication on 21 October 2019 nor would the cost of so doing be justified.

On 23 December 2019, the Company announced that it had agreed with Equinox Gold Corp. (the parent company of Anfield, the vendor of Coringa), that the payment date of the Coringa Deferred Consideration, amounting to US\$12 million, will now be settled on 31 March 2020 or if earlier, completion of any new financing arrangement by the Company.

On 14 January 2020 the Company released its operational results for the final quarter of 2019, details of which are set out under the heading 'Current trading' in Part I of the Circular.

- 8.5 The scientific and technical information contained within this Circular has been reviewed and approved by Michael Hodgson, a Director of the Company. Mr Hodgson is an Economic Geologist by training with over 30 years' experience in the mining industry. He holds a BSc (Hons) Geology, University of London, a MSc Mining Geology, University of Leicester, and is a Fellow of the Institute of Materials, Minerals and Mining and a Chartered Engineer of the Engineering Council of UK, recognizing him as both a Qualified Person for the purposes of Canadian National Instrument 43-101 and by the AIM Guidance Note on Mining and Oil & Gas Companies dated June 2009.

9. CONSENT

In connection with the Whitewash Resolution and in order to comply with the requirements of the City Code, Beaumont Cornish has given and has not withdrawn its written consent to the issue of this Circular with the references to it in the form and context in which they appear.

10. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be published on the Company's website www.serabigold.com and will be available for inspection on request by a Shareholder, person with information rights, or other person to whom this Circular is sent at the Company's head office at Mercury House, 117 Waterloo Road, London SE1 8UL during normal business hours on any weekday (Saturdays, Sundays and public holidays in the UK excepted) from the date of this Circular until the conclusion of the General Meeting:

- (a) Memorandum and Articles of Association of the Company;
- (b) the audited accounts of the Company for the three-year period ended 31 December 2018 and the unaudited interim results for the Company for the six months ended 30 June 2019 and the nine months ended 30 September 2019 as announced to the London Stock Exchange;
- (c) Directors' service contracts referred to in paragraph 3 above;
- (d) letter of consent referred to in paragraph 9 above;
- (e) material contracts referred to in paragraph 4 above;
- (f) the irrevocable undertakings received from the Independent Directors, Greenstone and Fratelli referred to in paragraph 6 above;
- (g) Subscription Deed, to which the Convertible Loan Note Instrument is annexed, incorporating the terms of the Convertible Loan Notes; and
- (h) this Circular and the Form of Proxy.

PART III

ADDITIONAL INFORMATION ON THE CONCERT PARTY

1. RESPONSIBILITY

- 1.1 For the purposes of Rule 19.2 of the City Code only, the Greenstone Directors (whose names are set out in paragraph 2.4 of this Part III) accept responsibility for the information (including any expressions of opinion) contained in this Circular in relation to the Greenstone Concert Party. To the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information (including any expressions of opinion) contained in this Circular for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. INFORMATION ON THE CONCERT PARTY

- 2.1 Greenstone Resources II L.P. ("**Greenstone**"), Greenstone Management II Limited ("**Greenstone Management**") Greenstone Capital LLP ("**Greenstone Capital**"), Greenstone Resources (UK) Ltd ("**Greenstone Resources (UK)**") and Greenstone Resources Limited ("**Greenstone Resources**") (together, the "**Greenstone Concert Party**") are presumed to be acting in concert for the purposes of the City Code for the following reasons:
- (a) Greenstone is a private equity fund formed as a Guernsey limited partnership that makes investments in the mining and metals sector and whose general partner is Greenstone Management and Greenstone Management is therefore presumed to be acting in concert with Greenstone under the City Code.
 - (b) Greenstone Capital is the investment adviser to Greenstone Management and Greenstone Capital is therefore presumed to be acting in concert with Greenstone Management under the City Code.
 - (c) Greenstone Resources (UK) is the corporate LLP member of Greenstone Capital and therefore presumed to be acting in concert with Greenstone Management under the City Code.
 - (d) The ultimate parent undertaking and controlling party of Greenstone Resources (UK), is Greenstone Resources and Greenstone Resources is therefore presumed as acting in concert with Greenstone Resources (UK) under the City Code.
- 2.2 Greenstone is a Guernsey limited partnership that was formed for the purposes of undertaking investments in certain junior mining base and precious metal opportunities. Greenstone has a US\$321 million committed fund. Greenstone has drawn down a total of US\$210 million since February 2016, representing 65 per cent. of committed funds with investments made in Metro Mining Limited, Adventus Mining Corporation, Highland Copper Company Inc., Northern Vertex Mining Corp., Serabi Gold plc, Excelsior Mining Corp., Kalium Lakes Limited, Coro Mining Corp., Heron Resources Limited, Rising Star Copper Ltd and Rockcliff Metals Corporation. Further information about Greenstone can be found on its website www.Greenstoneresources.com.
- 2.3 Greenstone's general partner is Greenstone Management, a company incorporated in Guernsey. The powers of Greenstone Management are exercised by its board with the directors being Mark Sawyer, Michael Haworth, Matt Horton and Gavin Hayman. Accordingly, no one director controls the decision making of Greenstone Management. Greenstone Management as general partner has exclusive responsibility for the management and conduct of the business of Greenstone. The limited partners in Greenstone are passive investors and cannot take any part in the management or control of the business. Limited partners do not have a general power to vote (other than in very limited circumstances) and no one limited partner holds more than 20 per cent. of Greenstone.

2.4 The directors, registered office and other incorporation information of the members of the Greenstone Concert Party are as follows:

(a) Corporate members of the Concert Party:

Name	Greenstone
Directors:	Nil
Registered office:	PO Box 656, East Wing, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3PP
Place and date of registration:	Guernsey, 15 January 2016
Registered number:	2512
Activity:	Investment fund

Name	Greenstone Management II Limited
Directors:	Michael John Haworth Mark Raymond Sawyer Matt Horton Gavin Hayman
Registered office:	PO Box 656, East Wing, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3PP
Place and date of registration:	Guernsey, 23 December 2015
Registered number:	61451
Activity:	GFSC Regulated Management Company

Name	Greenstone Capital LLP
LLP designated member:	Michael John Haworth Mark Raymond Sawyer
LLP member:	Greenstone Resources (UK)
Registered office:	11 Albemarle Street, London W1S 4HH
Place and date of registration:	England & Wales, 29 March 2006
Registered number:	OC318745
Activity:	Investment adviser

Name	Greenstone Resources (UK) Limited
Directors:	Michael John Haworth Mark Raymond Sawyer
Registered office:	11 Albermarle Street, London W1S 4HH
Place and date of registration:	England & Wales, 26 June 2013
Registered number:	08586231
Activity:	LLP member

Name	Greenstone Resources Limited
Directors:	Michael John Haworth Mark Raymond Sawyer
Registered office:	PO Box 656, East Wing, Trafalgar Court, Les Banques, St. Peter Port, Guernsey GY1 3PP
Place and date of registration:	Guernsey, 3 December 2012
Registered number:	55942
Activity:	Holding company

(b) Concert Party Director biographies:

- (i) **Mark Raymond Sawyer**, aged 50, of 11 Albemarle Street, London W1S 4HH, is a British national and resident in the UK. Mark Sawyer is a director of Greenstone Management, Greenstone Resources (UK), Greenstone Resources and an LLP designated member of Greenstone Capital. Mark Sawyer co-founded Greenstone Resources in 2013 after a 16-year career in the mining sector. Prior to establishing Greenstone, Mark Sawyer was General Manager and Co-Head Group Business Development at Xstrata plc where he was responsible for originating, evaluating and negotiating new business development opportunities for Xstrata. Prior to Xstrata Mark Sawyer held senior roles at Cutfield Freeman & Co and at Rio Tinto plc. He qualified as a lawyer and holds a law degree from the University of Southampton.
- (ii) **Michael John Haworth**, aged 53, of 11 Albemarle Street, London W1S 4HH, is a British national and resident in the UK. Michael Haworth is a director of Greenstone Management, Greenstone Resources (UK), Greenstone Resources and an LLP designated member of Greenstone Capital. Michael Haworth co-founded Greenstone Resources in 2013. He previously worked as a Managing Director at JP Morgan in London where he was Head of Mining and Metals Corporate Finance. He qualified as a Chartered Accountant and holds a bachelor's degree in Commerce from the University of Witwatersrand in Johannesburg.
- (iii) **Matt Horton**, aged 43, of East Wing, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 3PP is a British national and resident in Guernsey. Matt Horton is a director of Greenstone Management. Matt Horton is a director of the Aztec Group and leads its private equity teams in Guernsey and oversees the provision of administration, financial reporting and other support services to funds clients.
- (iv) **Gavin Hayman**, aged 42, of East Wing, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 3PP is a British national and resident in Guernsey. Gavin Hayman is a director of Greenstone Management. He is a director of Aztec Group. As part of Aztec's Guernsey senior management team, he also assumes responsibility for the oversight and management of operations in Guernsey.

2.5 The Proposals are not expected to have a material effect on Greenstone's earnings, assets or liabilities. Greenstone will fund the subscription for the Convertible Loan Notes from undrawn fund commitments from its limited partners.

2.6 No member of the Concert Party intends that the payment of interest on, repayment of or security for any liability of theirs will depend to any significant extent on the business of the Company.

2.7 There are no contracts (not being entered into in the ordinary course of business) entered into by the Greenstone Concert Party within the two years immediately preceding the date of this Circular which are, or may be, material or which contain any provision under which the Greenstone Concert Party has any obligation or entitlement which is or may be material as at the date of this Circular.

3. INTENTIONS OF THE CONCERT PARTIES

3.1 The Concert Party has confirmed that there is no agreement, arrangement or understanding for the transfer of their Ordinary Shares to any third party.

3.2 The Concert Party has no intention of making any changes in relation to:

- (a) the future business of the Company;
- (b) the continued employment of the Company's employees and management, including any material change in the conditions of employment or in the balance of the skills and functions of the employees and management;
- (c) the strategic plans of the Company;
 - the locations of the Company's places of business;

- any research and development activities of the business;
 - employer contributions into the Company's pension scheme and the admission of new members;
 - the redeployment of any fixed assets of the Company; or
 - the maintenance of any existing trading facilities for the relevant securities including the maintenance and continued admission of the Ordinary Shares to trading on AIM.
- 3.3 The Concert Party does not intend to change its own current business strategy or any other matter referred to in paragraph 3.2 above as a result of the Proposals.
- 3.4 For the avoidance of doubt, if the Whitewash Resolution is passed at the General Meeting, the Concert Party will not be restricted from making an offer for the Company.
- 4. EFFECT OF THE CONVERSION OF THE CONVERTIBLE LOAN NOTES ON THE CONCERT PARTY'S INTEREST IN THE COMPANY**
- 4.1 As at the Disclosure Date, the Greenstone Concert Party holds:
- (a) 14,887,971 Ordinary Shares, representing approximately 25.27 per cent. of the Company's existing issued share capital;
 - (b) Greenstone Management II Limited holds options over 100,000 Ordinary Shares, further details of which are set out in paragraph 2.2 of Part II of this Circular.
- 4.2 The earliest date upon which Greenstone may convert the Convertible Loan Notes into Ordinary Shares is expected to be 17 March 2020 (assuming that the Company delivers an issue notice to Greenstone on the day following the General Meeting and the Convertible Loan Notes Instrument is both issued and converted 13 business days thereafter).
- 4.3 Based on the illustrative assumptions below, conversion of the Convertible Loan Notes would result in the issue to the Concert Party of approximately 12,145,749 Ordinary Shares (being the Estimated Conversion Shares) increasing the total holding of Greenstone and the Concert Party to 27,133,720 Ordinary Shares representing approximately 38.1 per cent. of the Company's Estimated Enlarged Ordinary Share Capital:
- (a) An exchange rate of US\$1.30:£1;
 - (b) Greenstone elects to convert the principal amount of the US\$12 million Convertible Loan Notes into new Ordinary Shares at the Conversion Price;
 - (c) Save for an issue of 100,000 Ordinary Shares as detailed in paragraph (d) below, the Company does not issue other Ordinary Shares and no other Shareholders or option-holders exercises any subscription or conversion rights; and
 - (d) Greenstone Management II Limited exercises its option over 100,000 Ordinary Shares.
- 4.4 However, the final number of Ordinary Shares issuable to Greenstone upon conversion of amounts outstanding in respect of the Convertible Loan Notes will be influenced by the US\$:£ exchange rate. If the value of £ depreciates against the US\$, the number of new Ordinary Shares to be issued to the Concert Party on conversion of the Convertible Loan Notes would increase. While the extent to which these items might vary would have to be extreme given the rates that have prevailed in recent years, the Convertible Loan Notes Instrument nonetheless provides that the maximum number of Ordinary Shares Greenstone may convert the Convertible Loan Notes into is 28,849,072 Ordinary Shares (Maximum Conversion Shares).

- 4.5 The effect of the issue of the Maximum Conversion Shares, representing approximately 49.9 per cent. of the Company's voting share capital is set out in Table 1 below:

Table 1: The Concert Party's Maximum interest in the Company

Concert Party member	Current interest in the Ordinary Share Capital	Maximum Conversion Shares	Options over Ordinary Shares	Maximum interest in Enlarged Ordinary Share Capital on Conversion and following the exercise of Greenstone Management II Limited's Option	Percentage of Enlarged Ordinary Share Capital on Conversion and following the exercise of Greenstone Management II Limited's Option
Greenstone	14,887,971	28,849,072	–	43,737,043	49.8%
Greenstone Management II Limited	–	–	100,000	100,000	0.1%
Total	14,887,971	28,849,072	100,000	43,837,043	49.9%

The Concert Party's maximum interest set out in Table 1 above is based on the following assumptions:

- (a) Greenstone is issued with 28,849,072 Ordinary Shares, being the Maximum Conversion Shares on conversion of the full amount of the US\$12 million Convertible Loan Notes;
- (b) Save for an issue of 100,000 Ordinary Shares as detailed in paragraph (c) below, the Company does not any issue other Ordinary Shares and no other Shareholders or option-holders exercises any subscription or conversion rights; and
- (c) Greenstone Management II Limited exercises its option over 100,000 Ordinary Shares.

5. INTERESTS AND DEALINGS

- 5.1 As at the close of business on the Disclosure Date, and save as disclosed in the Table 1 in paragraph 4.5 above, none of the members of the Concert Party nor any Greenstone Directors nor any members of their immediate families, any related trust, nor any connected persons (within the meaning of section 252 of the Companies Act), nor any person acting in concert with such persons nor any member of their immediate families or related trusts (so far as the Directors are aware having made due enquiry) had interests, rights to subscribe and short positions in the relevant shares or securities of the Company.
- 5.2 As at the close of business on the Disclosure Date and save as disclosed in this Circular, none of the members of the Concert Party nor any Greenstone Directors nor any members of their immediate families, any related trust, nor any connected persons (within the meaning of section 252 of the Companies Act), nor any person acting in concert with such persons, owns or controls, or has borrowed or lent, or is interested in, or has any right to subscribe for, or any arrangement concerning, directly or indirectly, any relevant shares or securities of the Company, or has any short position (whether conditional or absolute and whether in the money or otherwise), including a short position under a derivative, any agreement to sell or any delivery obligation in respect of any right to require any person to purchase or take delivery of, any such relevant shares or securities of the Company.
- 5.3 None of the Concert Party, the Greenstone Directors nor any members of their immediate families, any related trust, nor any connected persons (within the meaning of section 252 of the Companies Act) nor any person acting in concert with such persons has dealt in relevant securities during the 12-month period before the Disclosure Date.

- 5.4 No member of the Concert Party has entered into any agreement, arrangement or understanding with any of the Directors which has any connection with or dependence upon the Whitewash Resolution. In addition, save as disclosed above, there is no agreement, arrangement or understanding having any connection with or dependence upon the Whitewash Resolution between any member of the Concert Party and any person interested or recently interested in shares in the Company, or any other recent director of the Company.
- 5.5 Save for the Relationship Agreements (further details on which are set out in paragraph 4.2 of Part II of this Circular) there are no relationships (personal, financial or commercial), arrangements or understandings between the Concert Party, any member of the Concert Party and Beaumont Cornish or any person who is, or presumed to be, acting in concert with Beaumont Cornish.

6 FINANCIAL INFORMATION

- 6.1 Greenstone is not required under the laws of the United Kingdom or Guernsey to make its accounts publicly available and, accordingly, Greenstone is not providing further details of its historical financial information in this Circular.

PART IV

RISK FACTORS

The following risk factors are certain of the principal risk factors known by the Directors which are considered to be material in their opinion. Additional risks and uncertainties not currently known to the Directors, or that the Directors currently deem immaterial, may also have a material adverse effect on the Company's business, financial condition and results of operations. References to the Company are also deemed to include, where appropriate, each member of the Group.

1. Risks relating to the business of the Group

ECONOMIC RISKS

Changes in gold prices

The profitability of the Group's operations is dependent upon the market price of gold. Gold prices fluctuate widely and are affected by numerous factors beyond the control of the Group. Reserve calculations and life-of-mine plans using significantly lower metal prices could result in material write-downs of the Group's investment in mining properties and increased amortisation, reclamation and closure charges.

Currency fluctuations may affect the costs of doing business and the results of operations

The Group's major products are traded in prices denominated in US dollars. The Group incurs most of its expenditures in Brazilian Reals although it has a reasonable level of expenses in US Dollars, UK Pounds and other currencies. Following a period of significant weakening of the Brazilian Real against the US Dollar during 2015, the currency appreciated by approximately 20 per cent during 2016 reaching a high of BrR\$3.10 to US\$1.00 the currency has subsequently devalued again during 2018 and 2019 and as at the last practicable date was trading at approximately BrR\$4.15 to US\$1:00. These fluctuations can significantly affect the margins that can be achieved.

OPERATIONAL RISKS

Increase in Greenstone influence

If the Resolutions are approved and Greenstone elects to convert amounts outstanding in respect of the Convertible Loan Notes into Ordinary Shares, the Concert Party's shareholding may increase to a maximum of 49.9 per cent. of the Enlarged Ordinary Share Capital. Accordingly, Greenstone may be able to exercise greater control over the conduct of the Company than is currently already the case. However, pursuant to the Relationship Agreement between the Company and Greenstone, certain obligations are placed on Greenstone to ensure the Company is able to continue to operate independently of Greenstone.

Future exploration may not result in increased mineral resources

Mineral exploration involves significant risks over a substantial period of time, which even a combination of careful evaluation, experience and knowledge may not eliminate. Even if the Group discovers a valuable deposit of minerals, it may be several years before production is possible and during that time it may become economically unfeasible to produce those minerals.

No guarantee that the Group's applications for exploration licences and mining licences will be granted

There is no guarantee that any application for additional exploration licences will be granted by the Agencia Nacional do Mineração ("ANM"). The ANM can refuse any application. Persons may object to the granting of any exploration licence and the ANM may take those objections into consideration when making any decision on whether or not to grant a licence.

Existing exploration licences may not be renewed or approved or converted into mining licences

The exploration licence for the Sao Chico property expired March 2014. The Group applied for a full mining licence and the application and all supporting information and reports have been made in accordance with prescribed regulations. The Group has received no indications that the full mining licence will not be granted. At the current time mining operations at the Sao Chico Mine are carried out under a trial mining licence which was renewed on 9 October 2019 and is valid until 9 October 2022.

The Group acquired the Coringa gold project in December 2017. Whilst the Group has been awarded trial mining licences and an initial operating licence, it is still in the early stages of obtaining all the necessary permits and licences required to allow full scale mine development and plant construction to commence and there can be no certainty that it will be granted all the necessary licences and permits or as to the time frame in which these will be issued.

Title to any of the Group's mineral properties may be challenged or disputed

If and when exploration licences are granted, they will be subject to various standard conditions including, but not limited to, prescribed licence conditions. Any failure to comply with the expenditure conditions or with any other conditions, on which the licences are held, can result in licence forfeiture.

Exploration and development of the Group's other properties, including continuing exploration and development projects, and the construction of mining facilities and commencement of mining operations, will require substantial additional funding

Whilst the Group anticipates that it will use cash flow generated from operations at the Palito and Sao Chico Mines to finance further exploration and development activities at the Group's other properties, any cash flow that the Group generates may not be sufficient to meet these future exploration and development activities. Failure to obtain sufficient financing will result in a delay or indefinite postponement of exploration, development or production on any of the Group's other properties or even a loss of a property interest.

The Group may experience higher costs and lower revenues than estimated due to unexpected problems

Mining operations often experience unexpected problems during the life of the mine which may result from events of nature, unexpected geological features or mechanical issues that can result in substantial disruption to operations. Such disruption could increase operating costs, delay revenue growth and have implications for the working capital requirements of the business.

Environmental legislation

All phases of the Group's operations are subject to environmental regulation in Brazil. There is no assurance that existing or future environmental regulation will not materially adversely affect the Group's business, financial condition and results of operations.

Exposure to mining hazards

The Group is exposed to a number of risks and hazards typically associated with mining operations including environmental hazards; mining and industrial accidents; metallurgical and other processing problems; unusual and unexpected rock formations; flooding and periodic interruptions due to inclement or hazardous weather conditions or other acts of nature; mechanical equipment and facility performance problems; and unavailability of materials, equipment and personnel. These risks may result in: damage to, or destruction of, the Group's properties or production facilities; personal injury or death; environmental damage; delays in mining; increased production costs; asset write downs; monetary losses; and legal liability.

If mineral resource estimates are not accurate, production may be less than estimated which would adversely affect the Group's financial condition and the results of operations

Mineral resource estimates are imprecise and depend on geological analysis based partly on statistical inferences drawn from drilling, and assumptions about operating costs and metal prices, all of which may prove unreliable. The Group cannot be certain that the resource estimates are accurate and cannot guarantee that it will recover the indicated quantities of metals. Future production could differ

dramatically from such estimates if mineralisation or formations at the properties were different from those predicted by drilling, sampling and similar examinations.

The Group is required to obtain and renew governmental permits and licences in order to conduct mining operations, which can be a costly and time-consuming process

In the ordinary course of business, the Group will be required to obtain and renew governmental permits and licences for the operations and expansion of existing operations or for the commencement of new operations. Obtaining or renewing the necessary governmental permits is a complex and time-consuming process. The duration and success of the Group's efforts to obtain and renew permits and licences are contingent upon many variables not within its control including the interpretation of applicable requirements implemented by the permitting or licencing authority. The Group may not be able to obtain or renew permits and licences that are necessary to its operations or the cost to obtain or renew permits and licences may exceed what the Group expects.

The mining industry is intensely competitive in all of its phases and the Group competes with many companies possessing greater financial and technical resources than itself

Competition in the precious metals mining industry is primarily for mineral rich properties that can be developed and produced economically; the technical expertise to find, develop, and operate such properties; the labour to operate the properties; and the capital for the purpose of funding such properties. Such competition may result in the Group being unable to acquire desired properties, to recruit or retain qualified employees or to acquire the capital necessary to fund its operations and develop its properties.

COUNTRY RISKS

The Group's operations are conducted in Brazil and, as such, the Group's operations are exposed to various levels of political, economic and other risks and uncertainties

The government of Brazil has recently introduced a new Mining Code and further significant change is unlikely in the near-term. However, any new legislation could result in all current applications being cancelled and require applicants to make new applications under the terms of and in compliance with any new Mining Code. A change in the President in January 2019 has seen policies implemented to reduce public expenditure and reduce the likelihood of significant increases in taxes on mining operations or royalties on mineral production and has also seen active encouragement for mining operations particularly in the northern areas of Brazil where the Company's activities are located.

OTHER RISKS

Finance risk

The Group's assets including the Palito Complex and the Coringa Gold Project which are pledged as security to Sprott will following the issue of the Convertible Loan Notes be pledged to Greenstone. The Group is therefore reliant on meeting its obligations under the terms and conditions, of the Subscription Deed and the Convertible Loan Notes Instrument in order to avoid the potential loss of these assets which could arise from the enforcement of this security.

Availability of working capital

The Company is reliant on generating regular revenue and cash flow from its operations on a monthly basis to meet its monthly operating costs, meet debt repayment requirements and to fund capital investment and exploration programmes. It has no overdraft or stand-by credit facilities in place in the event of any operational difficulties or other events that may reduce or delay revenue receipts in the short term.

Portfolio risk of having a two relatively small interdependent operating assets

The Group is reliant on two relatively small revenue-generating assets (the Palito Mine and the satellite operation at the Sao Chico Mine). Whilst any mining issues that affect production at one site should not impact production at the other site, the two mining operations share a single process plant and consequently certain issues affecting the operation of this process plant could have a significant impact on the Group's results.

2. Risks relating to the Ordinary Shares

Future sales of ordinary shares

Sales of additional Ordinary Shares into the public market following conversion of the Convertible Loan Notes could adversely affect the market price of the Ordinary Shares if there is insufficient demand for the Ordinary Shares at the prevailing market price.

Dilution

The proportionate ownership and voting interest in the Company of Independent Shareholders will be reduced pursuant to any conversion of the Convertible Loan Notes. The Company may also issue further Ordinary Shares, or create further options over Ordinary Shares, as part of its employee remuneration policy, which could in aggregate create a material dilution in the value of the Ordinary Shares and the proportion of the Company's share capital in which investors are interested.

Investment risk and AIM

The Existing Ordinary Shares are traded on AIM and the TSX. An investment in shares traded on AIM may carry a higher risk than those listed on the Official List. Admission to AIM and the TSX should not be taken as implying that there will be a liquid market for the Ordinary Shares.

Volatility of share price

The trading price of the Ordinary Shares may be subject to wide fluctuations in response to a range of events and factors, such as variations in operating results, announcements of technological innovations or new products and services by the Group or its competitors, changes in financial estimates and recommendations by securities analysts, the share price performance of other companies that investors may deem comparable to the Group, the general market perception of mining companies, news reports relating to trends in the Group's markets, legislative changes in the Group's sector and other factors outside of the Group's control. Such events and factors may adversely affect the trading price of the Ordinary Shares, regardless of the performance of the Group. Prospective investors should be aware that the value of the Ordinary Shares could go down as well as up and investors may therefore not recover their original investment especially as the market in the Ordinary Shares may have limited liquidity.

Fluctuations in currency exchange rates

The Ordinary Shares are priced in pounds sterling, and will be quoted and traded in pounds sterling. Accordingly, Shareholders resident in non-UK jurisdictions are subject to risks arising from adverse movements in the value of their local currencies against pounds sterling, which may reduce the value of the Ordinary Shares. This is particularly relevant given the uncertainty around Brexit.

Dividends

The Company does not currently pay dividends and there can be no assurance as to the level of future dividends. The declaration, payment and amount of any future dividends of the Company are subject to the discretion of the Directors and will depend on, among other things, the Company's results of operations and financial condition, its future business prospects, any applicable legal or contractual restrictions and availability of profits.

DEFINITIONS AND GLOSSARY OF TECHNICAL TERMS

The following words and expressions shall have the following meanings in this Circular unless the context otherwise requires:

DEFINITIONS

AIM	the AIM market operated by the London Stock Exchange;
AIM Rules	the rules for AIM companies as published by the London Stock Exchange from time to time;
AIM Rules for Nominated Advisers	the rules which set out the eligibility, obligations and certain disciplinary matters in relation to nominated advisers as published by the London Stock Exchange from time to time;
Anfield	Anfield Gold Corp;
Announcement	the announcement of the Proposals issued on 22 January 2020;
Arrangement Fee	the arrangement fee of US\$300,000 payable by the Company to Greenstone in respect of the issue of the Convertible Loan Notes;
Articles	the articles of association of the Company;
Beaumont Cornish	Beaumont Cornish Limited whose registered office is 3 Hardman Street, Manchester, M3 3HF;
business day	a day (other than Saturday or Sunday) on which commercial banks are open for general business in London;
Canadian Registrars	Computershare Investor Services Inc.;
certificated or in certificated form	a share or other security which is not in uncertificated form (that is, not in CREST);
Circular	this document;
City Code	the UK City Code on Takeovers and Mergers;
Companies Act	the Companies Act 2006 as amended, modified or supplemented from time to time;
Company	Serabi Gold plc, a public company limited by shares incorporated in England and Wales with company number 05131528;
Concert Party	Greenstone, its Connected Persons and other persons acting in concert with it, as described in Part III of this Circular;
Connected Persons	has the meaning set out in section 252 and section 254 of the Act and includes a spouse, children under 18 and any company in which the relevant person is interested in shares comprising at least one-fifth of the share capital of that company;
Conversion Price	£0.76;
Conversion Shares	the Ordinary Shares issued on conversion of the Convertible Loan Notes under the terms of the Convertible Loan Notes Instrument;
Convertible Loan Notes	the convertible loan notes that may be issued to Greenstone pursuant to the Subscription Deed and the Convertible Loan Notes Instrument as described further in Part I of this Circular;

Convertible Loan Notes Instrument	the instrument constituting US\$12 million convertible floating rate loan notes 2021 annexed to the Subscription Deed;
Coringa Acquisition Agreement	the agreement between the Company and Anfield entered into on 14 November 2017 to acquire 100 per cent. of Chapeau Resources Ltd as amended or varied from time to time;
Coringa Deferred Consideration	the balance of US\$12 million payable in accordance with the Coringa Acquisition Agreement on 31 March 2020 or, if earlier, within 5 business days of completion of a new financing arrangement by the Company;
CREST	the relevant system (as defined in CREST Regulations) for the paperless settlement of share transfers and the holding of shares in uncertificated form which is administered by Euroclear;
CREST Regulation	means the Uncertificated Securities Regulations 2001 (SI 2001 No. 01/378), as amended;
Directors or Board	the board of directors of the Company as at the date of this Circular;
Disclosure Date	means close of business on 21 January 2020, being the latest practicable date prior to the publication of this Circular;
Equinox	Equinox Gold Corp;
Estimated Conversion Shares	12,145,749 new Ordinary Shares to be issued on conversion of the Convertible Loan Notes based on the assumptions set out in paragraph 4.3 of Part III of this Circular;
Estimated Enlarged Ordinary Share Capital	the Existing Ordinary Shares and the Estimated Conversion Shares;
Euroclear	Euroclear UK & Ireland Limited, the operator of CREST;
Existing Ordinary Shares	the existing 58,909,551 Ordinary Shares as at the date of this Circular;
FCA	the Financial Conduct Authority of the United Kingdom or any successor body;
Form of Proxy	the form of proxy to be used by Shareholders in respect of the General Meeting;
Fratelli	Fratelli Investments Limited;
FSMA	the Financial Services and Markets Act 2000, as amended, modified or supplemented from time to time;
General Meeting	the general meeting of the Company convened for 2.00 p.m. on 26 February 2020, the notice convening which is set out at the end of this Circular;
Greenstone	Greenstone Resources II L.P.;
Greenstone Directors	directors of Greenstone Management II Limited;
Group	the Company and its subsidiaries from time to time;
IFRS	International Financial Reporting Standards, as adopted for use in the European Union;
Independent Directors	the Directors, other than Mark Sawyer;
Independent Shareholders	all Shareholders other than members of the Concert Party;

LIBOR	the greater of (i) zero percent, and (ii) the London Interbank Offer Rate as determined pursuant to the Convertible Loan Notes Instrument;
London Stock Exchange	London Stock Exchange plc;
Maximum Conversion Shares	the maximum of 28,849,072 new Ordinary Shares to be issued on conversion of the Convertible Loan Notes, based on the assumptions set out in paragraph 4.5 of Part III of this Circular;
Maximum Enlarged Ordinary Share Capital	the Existing Ordinary Shares, the Maximum Conversion Shares and the Ordinary Shares issued on exercise of the 100,000 options held by Greenstone Management II Limited;
Non-IFRS Measures	as defined on page 3 of this Circular;
Notice of General Meeting	the notice of the General Meeting set out at the end of this Circular;
Ordinary Shares	the ordinary shares of the Company, having a nominal value of £0.10;
PEA	the preliminary economic assessment of starting mining operations at Coringa prepared by GRE on 21 October 2019 in accordance with the Canadian Securities Administrators' National Instrument 43-101 – Standards of Disclosure for Mineral Projects;
PEA Announcement	the regulatory announcement released by the Company on 21 October 2019 setting out, <i>inter alia</i> , details of the PEA;
Proposals	the Waiver and the entrance into the Subscription Deed and performance of the Convertible Loan Notes Instrument by the Company (including any drawdown and/or conversion of any Convertible Loan Notes);
Prospectus Regulation Rules	the rules and regulations made by the FCA under Part VI of FSMA 2000 as amended from time to time;
Relationship Agreements	has the meaning given to that term in part 4.2 of Part II of this Circular;
Resolutions	the resolutions set out in the Notice of General Meeting at the end of this Circular;
Regulatory Information Service	any of the services for the dissemination of information by listed issuers on the list of Regulatory Information Services maintained by the FCA;
Rule 9	Rule 9 of the City Code;
Securities Act	as defined on page 3 of this Circular;
Shareholder	a holder of Ordinary Shares;
Sprott	Sprott Resource Lending Partnership;
Subscription Deed	the subscription agreement dated 21 January 2020 entered into by the Company and Greenstone in relation to the subscription for the Convertible Loan Notes, as described further in Part I of this Circular;
Takeover Panel	Panel on Takeover and Mergers;
TSX	Toronto Stock Exchange;

UK or United Kingdom	the United Kingdom of Great Britain and Northern Ireland;
UK Registrars	Computershare Investors Services plc;
uncertificated or in uncertificated form	recorded on the register of Ordinary Shares as being held in uncertificated form in CREST, entitlement to which, by virtue of the CREST Regulations, may be transferred by of CREST;
VWAP	the volume weighted average price;
Waiver	the waiver granted by the Takeover Panel (subject to the passing of the Whitewash Resolution) in respect of the obligation of the Concert Party to make a mandatory offer for the entire issued share capital of the Company not already held by the Concert Party which might otherwise be imposed on the Concert Party under Rule 9 of the City Code as a result of the issue of Ordinary Shares under the terms of the Convertible Loan Notes, as more particularly described in Part 1 of this Circular;
Whitewash Resolution	the ordinary resolution of the Independent Shareholders to be taken on a poll concerning the Waiver to be proposed at the General Meeting and set out in the Notice of General Meeting.

GLOSSARY OF TECHNICAL TERMS

CIM	Canadian Institute of Mining, Metallurgy and Petroleum;
development	excavations used to establish access to the mineralised rock and other workings;
EIA	Environmental Impact Assessment;
grade	is the concentration of mineral within the host rock typically quoted as grams per tonne (g/t), parts per million (ppm) or parts per billion (ppb);
g/t	grams per tonne;
Indicated Resource	that part of a Mineral Resource for which quantity, grade or quality, densities, shape and physical characteristics are estimated with a sufficient confidence to allow the application of Modifying Factors in sufficient detail to support mine planning and evaluation of the economic viability of the deposit, the geological evidence is derived from adequately detailed and reliable exploration, sampling and testing and is sufficient to assume geological and grade or quality continuity between points of observation;
Inferred Resource	that part of a Mineral Resource for which quantity and grade or quality are estimated on the basis of limited geological evidence and sampling, the geological evidence is sufficient to imply but not verify geological and grade or quality continuity, it is based on limited information and sampling gathered through appropriate sampling techniques from locations such as outcrops, trenches, pits workings and drill holes;
Measured Resource	that part of a Mineral Resource for which quantity, grade or quality, densities, shape, and physical characteristics are so well established that they can be estimated with confidence sufficient to allow the appropriate application of technical and economic parameters, to support production planning and evaluation of the economic viability of the deposit. The estimate is based on detailed and reliable exploration, sampling and testing information gathered through appropriate techniques from locations such as outcrops, trenches, pits, workings and drill holes that are spaced closely enough to confirm both geological and grade continuity;
Mineral Resource	a concentration or occurrence of diamonds, natural solid inorganic material, or natural solid fossilized organic material including base and precious metals, coal, and industrial minerals in or on the Earth's crust in such form and quantity and of such a grade or quality that it has reasonable prospects for economic extraction. The location, quantity, grade, geological characteristics and continuity of a Mineral Resource are known, estimated or interpreted from specific geological evidence and knowledge;
Modifying Factors	considerations used to convert Mineral Resources to Mineral Reserves including but not restricted to; mining, processing, metallurgical, infrastructure, economic, marketing, legal, environmental, social and governmental factors;
NI 43-101	Canadian Securities Administrators' National Instrument 43-101 – Standards of Disclosure for Mineral Projects;
SEMAS	the Brazilian environmental agency in the state of Pará.

PROXY INSTRUCTIONS

This Circular is furnished in connection with the solicitation of proxies by the Board of Serabi Gold plc (the “Company”) for use at the general meeting of Ordinary Shareholders of the Company (the “Meeting”) to be held at the offices of Travers Smith LLP at 10 Snow Hill, London, EC1A 2AL at 2.00 p.m. (London time) on 26 February 2020 and at any adjournment or adjournments thereof, for the purposes set out in the Notice of Meeting (the “Notice”) in this Circular.

The Company has applied to the TSX for an exemption from the shareholder approval requirement pursuant to section 602(g) of the TSX Company Manual.

Resolutions 1- 3 to be proposed at the Meeting will be ordinary resolutions requiring approval of more than 50 per cent. of the votes cast. Resolution 4 to be proposed at the Meeting will be a special resolution requiring approval of 75 per cent. or more of the votes cast.

Holders (“Shareholders”) of ordinary shares in the Company (the “Ordinary Shares”) may vote on all matters to come before the Meeting, save that in respect of Resolution 1 and Resolution 3 which may only be voted upon by the Independent Shareholders.

The form of proxy enclosed with the Notice affords each Shareholder the opportunity to specify the manner in which that Shareholder’s proxy is to vote with respect to any specific item by checking the appropriate space on the form of proxy in order to indicate whether the Ordinary Shares registered in the Shareholder’s name shall be voted for, voted against or withheld from voting. A vote withheld will not be counted in the calculation of votes for or against the resolution to approve the Waiver (as defined in the Circular).

The proxy must be signed by the holder of Ordinary Shares or each such Shareholder’s attorney duly authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorised. Persons signing as executors, administrators, trustees or in any other representative capacity should so indicate and give their full title as such. A partnership should sign in the partnership’s name and by an authorized person(s).

A Shareholder may appoint more than one proxy in relation to the Meeting, provided that each proxy is appointed to exercise the rights attaching to a different Ordinary Share or Ordinary Shares held by that Shareholder. You may not appoint more than one proxy to exercise rights attached to one Ordinary Share. Should you wish to appoint more than one proxy please contact the relevant registrar and transfer agent in good time before the Meeting in order that the proxy forms are received in accordance with the times set out below. Please see the form of proxy which has more information in relation to the manner in which a proxy may be appointed.

Unless otherwise indicated any proxy will be granted in favour of the Chairman of the Meeting who will be an officer of the Company. **Each Shareholder has the right to appoint a person other than the persons named in the accompanying form of proxy, who need not be a Shareholder, to attend and act for him and on his behalf at the Meeting.** A Shareholder wishing to appoint some other person as a representative at the Meeting may do so either by inserting such person’s name in the blank space provided in the form of proxy and delivering the completed form of proxy to the Company’s relevant registrar and transfer agent.

The registrar and transfer agent in Canada for the Ordinary Shares is Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Canada (the “Canadian Registrars”).

The registrar and transfer agent in the United Kingdom for the Ordinary Shares is Computershare Investor Services plc, Bridgwater Road, Bristol, BS99 6ZY England (the “UK Registrars”).

A form of proxy is enclosed with the Notice. To be effective, the form of proxy and the original authority (if any) under which it is made must be deposited at the appropriate office (Canada or UK) of the Company’s registrars and transfer agents and not at the offices of the Company so as to be received not later than 48 hours before the time appointed for holding the Meeting. An appointment of a proxy which is not received in accordance with these requirements may be invalid.

As an alternative to completing the form of proxy, Shareholders can vote and appoint a proxy electronically by going to either of the following websites: www.eproxyappointment.com (for UK appointments) or www.investorvote.com (for Canadian appointments). You will be asked to enter the Control Number, the Shareholder Reference Number (SRN) and PIN as provided on your proxy card and agree to certain terms and conditions. For an electronic proxy to be valid, your appointment must be received by the UK Registrars or the Canadian Registrars no later than 48 hours before the time appointed for the holding of the Meeting. An appointment of a proxy which is not received in accordance with these requirements may be invalid.

You may not use any electronic address provided within this Notice or any related documents (including the form of proxy) to communicate with the Company other than as expressly stated.

To give an instruction via the CREST system, CREST messages must be received by the issuer's agent (ID number 3RA50) not later than 48 hours before the time appointed for holding the Meeting.

For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the issuer's agent is able to retrieve the message. The Company may treat as invalid an appointment sent by CREST in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

A proxy given by a Shareholder for use at the Meeting may be revoked at any time prior to its use. In addition to revocation in any other manner permitted by law, a proxy may be revoked by an instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing or, if the Shareholder is a corporation, by an officer or attorney thereof duly authorized in writing, and deposited either at the registered office of the Company or at the Company's registrar and transfer agents at least one hour before the commencement of the Meeting (or any adjournment thereof) or with the Chairman of the Meeting on the day of the Meeting, or any adjournment thereof. The registered office of the Company is located at 66 Lincoln's Inn Fields, London WC2A 3LH, England.

Completion of the proxy does not preclude a Shareholder from subsequently attending and voting at the Meeting in person if he or she so wishes. In this circumstance, the proxy appointment will be automatically terminated.

A corporation which is a member can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same Ordinary Share.

In accordance with the Articles of Association of the Company (the "**Articles**") and Regulation 41 of the *Uncertificated Securities Regulations 2001*, only those Shareholders entered on the Company's register of shareholders 48 hours before the start of the Meeting, or, if the meeting is adjourned, Shareholders entered on the Company's register of Shareholders 48 hours before the time fixed for the adjourned Meeting shall be entitled to attend and vote at the Meeting.

Beneficial holders in Canada will receive a Voting Instruction Form ("**VIF**") which will be issued by Broadridge Financial Solutions Inc. ("**Broadridge**") on behalf of the Company. VIFs should be returned directly to Broadridge in accordance with the instructions set out on the VIF.

MANNER IN WHICH PROXIES WILL BE VOTED

The Chairman of the Meeting will vote or withhold from voting the Ordinary Shares in respect of which he is appointed by proxy on any ballot that may be called for in accordance with the instructions of the Shareholder as indicated on the form of proxy and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Ordinary Shares will be voted accordingly.

In the absence of such direction, such Ordinary Shares will be voted by the Chairman of the Meeting in favour of the passing of the matters set out in the Notice. The accompanying form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice, and with respect to other matters which may properly come before the Meeting or any adjournment thereof. At the date hereof, the Directors know of no such amendments, variations or other matters. **However, if any other matters should properly come before the Meeting, the proxy will be voted on such matters in accordance with the best judgment of the proxy.**

VOTING BY BENEFICIAL SHAREHOLDERS

The information in this section is of significant importance to Shareholders who do not hold their Ordinary Shares in their own name and whose holdings are held through the Company's Canadian share register. Most Canadian Shareholders are "non-registered" shareholders because the Ordinary Shares they own are not registered in their names but are instead registered in the name of a brokerage firm, bank or other intermediary or in the name of a clearing agency. Shareholders who do not hold their shares in their own name (referred to herein as "Beneficial Shareholders") should note that only registered Shareholders or their duly appointed proxyholders are entitled to vote at the Meeting. If Ordinary Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Ordinary Shares will not be registered in such Shareholder's name on the records of the Company. Such Ordinary Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depositary Services Inc., which company acts as nominee for many Canadian brokerage firms). Ordinary Shares held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the brokers' clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person well in advance of the Meeting.**

Existing regulatory policy in Canada requires brokers and other intermediaries to seek voting instructions from Beneficial Shareholders in advance of Shareholders' meetings. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their Ordinary Shares are voted at the Meeting. Often the form supplied to a Beneficial Shareholder by its broker is almost identical to the form of proxy provided by the Company to the registered Shareholders. However, its purpose is limited to instructing the registered Shareholder (i.e. the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions Inc. ("**Broadridge**"). Broadridge typically prepares a machine-readable voting instruction form, mails those forms to the Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Ordinary Shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Ordinary Shares directly at the Meeting. The voting instruction form must be returned to Broadridge (or instructions respecting the voting of Ordinary Shares must be communicated to Broadridge well in advance of the Meeting) in order to have the Ordinary Shares voted.**

This Circular and accompanying materials are being sent to both registered Shareholders and Beneficial Shareholders. Beneficial Shareholders fall into two categories – those who object to their identity being known to the issuers of securities which they own ("**Objecting Beneficial Owners**", or "**OBO's**") and those who do not object to their identity being made known to the issuers of the securities they own ("**Non-Objecting Beneficial Owners**", or "**NOBO's**"). Subject to the provision of the Canadian Securities Administrators' National Instrument 54-101 – Communication with Beneficial Owners of Securities of Reporting Issuers ("**NI 54-101**"), issuers may request and obtain a list of their NOBO's from intermediaries via their transfer agents. If you are a Beneficial Shareholder, and the Company or its agent has sent these materials directly to you, your name, address and information about your holdings of Ordinary Shares have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding the Ordinary Shares on your behalf.

The Company's OBO's can expect to be contacted by Broadridge or their broker or their broker's agents as set out above.

Although Beneficial Shareholders may not be recognized directly at the Meeting for the purposes of voting Ordinary Shares registered in the name of their broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the registered Shareholder and vote the Ordinary Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Ordinary Shares as proxyholder for the registered Shareholder should enter their own names in the blank space on the proxy or voting instruction card provided to them and return the same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.**

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

Save as disclosed in this Circular, the Board is not aware of any material interest, direct or indirect, by way of beneficial ownership of securities of the Company or otherwise, of any director or executive officer, or anyone who held office as such since the beginning of the Company's last financial year or of any associate or affiliate of any of the foregoing persons, in any matter to be acted upon at the Meeting.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Save as disclosed in this Circular, to the knowledge of the Company, no director, officer or insider of the Company, or any associate or affiliate of any of these persons, has any material interest, direct or indirect, in any transaction or in any proposed transaction since 1 January 2019 that has materially affected or would materially affect the Company or any of its subsidiaries.

Serabi Gold plc

(Registered in England and Wales with company number 5131528)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a general meeting (the “**Meeting**”) of Serabi Gold plc (the “**Company**”) will be held at the offices of Travers Smith LLP, 10 Snow Hill, London, EC1A 2AL on 26 February 2020 at 2.00 p.m. for the purpose of considering and, if thought fit, passing the following resolutions which will be proposed as ordinary or special resolutions as specified below (“**Resolutions**”).

Resolution 1 will be taken in accordance with the City Code on Takeovers and Mergers on a poll of Independent Shareholders present and by proxy voting at the Meeting.

Resolution 3 will be taken in accordance with in accordance with Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions (“**MI 61-101**”), and be taken by Independent Shareholders present and by proxy voting at the Meeting.

As a result of the Company’s principal trading market being AIM, TSX will not be applying its standards in regard to security holder approval (Section 604) and private placements (Section 607) in regards to the proposed transaction, as provided under Section 602 (g) of the TSX Company Manual.

ORDINARY RESOLUTIONS

1. THAT, the waiver granted by the Panel on Takeovers and Mergers of the obligation that would otherwise arise on the Concert Party (or any member of it) (as defined in the Circular to the Company’s shareholders (the “**Shareholders**”) dated 22 January 2020 (the “**Circular**”)) to make a general offer to the Shareholders pursuant to Rule 9 of the City Code on Takeovers and Mergers as a result of the issue of ordinary shares in the Company to members of the Concert Party following any exercise of their rights under the Subscription Deed and the Convertible Loan Notes Instrument (as defined in the Circular) be and is hereby approved.
2. THAT, subject to the passing of resolution 1 set out in the notice convening this meeting, for the purposes of section 551 of the Companies Act 2006 (the “**Act**”):
 - a. the Directors be and are hereby generally and unconditionally authorised (in addition to all existing authorities) to allot shares in the Company or grant rights to subscribe for, or to convert any security into, shares in the Company, as is contemplated in sub-sections 551(1)(a) and 551(1)(b) respectively of the Act up to a maximum nominal amount of £2,884,908 pursuant to the terms of the Subscription Deed and the Convertible Loan Notes Instrument (as defined in the Circular) during the period expiring at the end of five years from the date of the passing of this resolution;
 - b. the Company be and is hereby authorised (in addition to all existing authorities) to make prior to the expiry of such period any offer or agreement which would or might require such shares to be allotted or such rights to be granted after the expiry of the said period and the Directors may allot any such shares and grant any such subscription and conversion rights referred to in (a) in pursuance of any such offer or agreement notwithstanding the expiry of the authority given by this resolution in accordance with the provisions of section 551(7)(b) of the Act.
3. THAT, for the purposes of MI 61-101, the proposed Subscription Deed for US\$12 million Convertible Loan Notes to be entered into by Greenstone Resources II L.P. (“**Greenstone**”) and the Company and the issuance of the Convertible Loan Notes to Greenstone (as it may be amended, modified or supplemented in accordance with its terms) be and is hereby approved;

SPECIAL RESOLUTION

4. THAT, in addition to all existing authorities, subject to the passing of resolutions 1 and 2 set out in the notice convening this meeting, the Directors be and are hereby empowered in accordance with section 570 of the Act to allot equity securities (as defined in section 560 of the Act) for cash, pursuant to the authority conferred on them to allot such shares or grant such rights by resolution 2, up to a maximum nominal value of £2,884,908 as if subsection (1) of section 561 of the Act did not apply to any such allotment.

DATED 22 January 2020

By order of the Board

Clive Line
Company Secretary
Serabi Gold plc
Registered office: 66 Lincoln's Inn Fields, London WC2A 3LH, England

Notes:

1. In order to comply with the City Code on Takeovers and Mergers, Resolution 1 will be taken on a poll and members of the Concert Party will not vote. In order to comply with MI 61-101 members of the Concert Party will not vote on Resolution 3.
2. As a member of the Company, you are entitled to appoint another person as proxy to exercise all or any of your rights to attend, speak and vote at the 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.
3. A proxy does not need to be a member of the Company but must attend the Meeting to represent you. To appoint the Chairman of the Meeting or another person as your proxy insert their full name into 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.
4. 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, please contact the Company's Registrars, Computershare Investor Services PLC at Bridgwater Road, Bristol BS99 6ZY.
5. If you do not give your proxy an indication of how to vote on any resolution, 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.
6. The notes to the proxy form explain how to direct your proxy how to vote on each resolution or withhold their vote.
To appoint a proxy using the proxy form, the form must be:
 - (i) completed and signed (with any alteration or deletion signed and initialled);
 - (ii) sent or delivered to the Company's Registrars, Computershare Investor Services PLC at Bridgwater Road, Bristol BS99 6ZY or Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, Canada; and
 - (iii) received not later than 48 hours before the time of the Meeting (or any adjournment thereof).

In the case of a member who is a company, the proxy form must be signed on its behalf by an officer of the company or any attorney for the company. 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.
7. 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).
8. 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 the Company's Registrars, Computershare Investor Services PLC at Bridgwater Road, Bristol BS99 6ZY or Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, Canada. 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.
9. 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 to the Company's Registrars, Computershare Investor Services PLC at Bridgwater Road, Bristol BS99 6ZY or Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto,

Ontario, M5J 2Y1, Canada. 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 the Company no later than 48 hours before the time of the meeting (or any adjournment thereof).

10. 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.
11. As an alternative to completing the proxy form, shareholders can vote and appoint a proxy electronically by going to either of the following websites: www.eproxyappointment.com (for UK appointments) or www.investorvote.com (for Canadian appointments). You will be asked to enter the Control Number, the Shareholder Reference Number (SRN) and PIN as provided on your proxy card and agree to certain terms and conditions. For an electronic proxy to be valid, your appointment must be received by the Company's Registrars no later than 48 hours before the time appointed for the holding of the Meeting. An appointment of a proxy which is not received in accordance with these requirements may be invalid.
12. You may not use any electronic address provided within this notice or any related documents (including the proxy form) to communicate with the Company other than as expressly stated.
13. To give an instruction via the CREST system, CREST messages must be received by the issuer's agent (ID number 3RA50) not later than 48 hours before the time appointed for holding the Meeting.
14. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the issuer's agent is able to retrieve the message. The Company may treat as invalid an appointment sent by CREST in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
15. 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.
16. In accordance with Regulation 41 of the Uncertificated Securities Regulations 2001, the Company specifies that only those members registered in the Company's register of members at 2.00 p.m. (UK time) on 24 February 2020 (or in the case of adjournment 48 hours before the time of the adjourned meeting) will be entitled to attend or vote at the meeting. Changes to entries in the register of members after that time shall be disregarded in determining the right of any person to attend or vote at this meeting.