



ASX ANNOUNCEMENT

4 March 2024

NMR undertakes \$1,100,000 convertible notes raising

HIGHLIGHTS:

- **NMR receives binding commitments to raise A\$1,100,000 (before costs) via the issue of Convertible Notes to existing and new investors**
- **Conversion of the Notes will be subject to and conditional upon the Company obtaining shareholder approval**
- **Proceeds will be used for general working capital purposes**

Gold and copper focused company Native Mineral Resources Holdings Limited (ASX: NMR) (**NMR** or the **Company**) is pleased to announce that it has received binding commitments from a group of sophisticated and professional investors to subscribe for convertible notes with an aggregate face value of A\$1,100,000 (**Notes**).

The Company has received binding applications, and completion of the issue of the Notes is expected to occur on 6 March 2024.

The key commercial terms of the Notes are set out in a Convertible Note Deed Poll (**Deed Poll**), executed by the Company today. A summary of the key terms of the Notes are set out in the attached Appendix.

Conversion of the Notes will be subject to and conditional upon the Company obtaining shareholder approval for the issue of underlying ordinary shares, meaning that the Company retains access to its full placement capacity under Listing Rules 7.1 and 7.1A to support future capital raising requirements. The Company expects to raise funds in the coming months to support future strategic investments in Australia and internationally to deliver near term revenue growth opportunities.

NMR's Managing Director, Blake Cannavo, commented: *"We are extremely pleased with the response to this interim capital raising, and sincerely appreciate the support shown by existing and new investors. We are pleased to have seen demand for the Note issue exceed current requirements and look forward to bringing new opportunities to shareholders in the near term."*

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Page | 1

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-ENDS-

The Board of Native Mineral Resources Holdings Ltd authorised this announcement to be lodged with the ASX.

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ANNEXURE - KEY COMMERCIAL TERMS OF CONVERTIBLE NOTE DEED

Face Value:	A\$1.00 per Note.
Security:	The Notes are unsecured and will rank equally amongst themselves.
Transferability:	The Notes are not transferable.
Maturity Date:	6 months after the issue date unless otherwise agreed by the parties in writing (Maturity Date)
Coupon:	8.0% per annum on the outstanding principal of the Notes (Outstanding Principal) from the Issue Date. Interest: <ul style="list-style-type: none"> (a) accrues daily; (b) is calculated on a non-compounding basis; and (c) is calculated on the basis of actual days elapsed and a 365 day year, until the occurrence of a Conversion Event or until the Notes must be redeemed.
Conversion Events:	<p>Subject to the Company obtaining the requisite shareholder approval for the issue of fully paid ordinary shares in the Company (Shares) upon conversion of the Notes (including shareholder approval pursuant to ASX Listing Rule 7.1), conversion of the Notes may occur in the following circumstances:</p> <ul style="list-style-type: none"> (a) on the Maturity Date, the Conversion Amount will automatically convert in its entirety into Shares (Maturity Date Conversion); and (b) following the closing of a transaction or series of transactions resulting in the Company receiving aggregate gross proceeds of at least A\$2,000,000 via the issue of Shares (whether from existing or new shareholders but excluding, for the avoidance of doubt, any issue of Notes and any issue of Shares upon Conversion of Notes) (Funding Event), the Conversion Amount will convert into Shares (Funding Conversion), <p>(each a Conversion Event).</p> <p>In respect to a Conversion Event pursuant to paragraph (b) above, the Company will, on or before the date that is 3 months after the occurrence of the Conversion Event (End Date), convene a general meeting of shareholders to obtain the requisite shareholder approvals for the issue of the Shares upon conversion of the Notes (General Meeting).</p>
Conversion Amount:	The conversion amount will be calculated by aggregating the total of the Outstanding Principal in respect of each Note, together with any accrued but unpaid interest, as at the date of occurrence of the relevant Conversion Event (Conversion Amount).
Conversion Price:	<p>The conversion price for the Notes will be calculated as follows:</p> <ul style="list-style-type: none"> (a) Maturity Date Conversion – the price per Share based on a 20% discount to the average VWAP for the 10 trading day period ending on the trading day prior to the Maturity Date; (b) Funding Conversion – the lower of: <ul style="list-style-type: none"> a. \$0.03 per Share; and b. a 20% discount to the lowest price per Share issued by the Company pursuant to the Funding Event, <p>(each a Conversion Price).</p> <p>“VWAP” means, for any date, the daily volume weighted average price of the Shares for such date (or the nearest preceding date) on ASX.</p>
Timing of issue of Shares on Conversion	<p>Subject to the Company obtaining shareholder approval, following the occurrence of a Conversion Event, the Company must issue such number of Shares as determined by dividing the Conversion Amount by the applicable Conversion Price for the applicable Conversion Event. Shares will be issued to Noteholders, with respect to:</p> <ul style="list-style-type: none"> (a) a Maturity Date Conversion, on the Maturity Date; and

	<p>(b) a Funding Conversion, within 3 months from the date the Company obtains requisite shareholder approval.</p> <p>The Shares issued on conversion will rank equally with existing Shares on issue at the time of the conversion.</p>
ASX Quotation:	The Notes will not be quoted on ASX. The Company will apply for the Shares issued upon conversion of the Notes to be quoted on ASX.
Redemption rights:	<p>The Company must redeem the Notes (in full) in the following circumstances:</p> <p>(a) in respect of conversion following a Funding Event, if the Company fails to either:</p> <ol style="list-style-type: none"> i. convene a General Meeting prior to, or on, the End Date; or ii. obtain the requisite shareholder approval at the General Meeting so convened, the Notes will be redeemed for the 'Redemption Amount' (as defined below) within four (4) months from the End Date (unless otherwise agreed between the parties); <p>(b) in respect of conversion on the Maturity Date, if the Company fails to obtain the requisite shareholder approval at a General Meeting prior to the Maturity Date, the Notes will be redeemed for the Redemption Amount on the Maturity Date; or</p> <p>(c) within 15 Business Days following the occurrence of an Event of Default (as defined below), the Notes will be redeemed for the Redemption Amount.</p>
Redemption Amount:	The redemption amount will be the total of the Outstanding Principal at the date of redemption, together with any accrued but unpaid interest (Redemption Amount).
Participation Rights:	The Noteholder is not entitled to notice of, or to vote or attend at, a meeting of the Company's shareholders, receive any dividends declared by the Company or participate in any new issues of securities offered to the Company's Shareholders during the term of the Notes, unless and until the Notes are converted and the Noteholder holds Shares.
Bonus Issue:	The Notes will carry the right to participate in any bonus issue of securities in the Company as if they had been converted in full into Shares.
Reconstruction	<p>If Company reorganises its capital in any way while the Notes are on issue, the number of Shares into which the Notes are convertible will be adjusted as the Company reasonably determines in accordance with all applicable laws so that the Noteholder will not receive a benefit that the holders of Shares do not receive as a consequence of the reorganization event, or vice versa.</p> <p>This clause does not prevent a rounding up of the number of Shares to be received on conversion of the Notes if the rounding up is approved by the holders of Shares at a meeting that approves the conversion.</p>
Events of Default:	<p>The Notes will contain customary events of default (Events of Default), including:</p> <ol style="list-style-type: none"> 1. the Company commits a breach of any obligation of the Company contained in the Note Conditions which is not capable of remedy, or if capable of remedy, is not remedied within a period of 30 days after receipt of written notice from the Noteholder requiring such default to be remedied; or 2. an insolvency event occurs in relation to the Company resulting in an external administrator, liquidator or controller being appointed, and such external administrator, liquidator or controller does not within five Business Days following a written request from the Noteholder, confirm in writing that the Company will continue to perform its obligations under the Note Conditions.
Governing Law	Laws of New South Wales