

Convertible Note Cleansing Statement

Native Mineral Resources Holdings Limited (ASX: NMR) (NMR or NMR), a mining company, provides this Cleansing Statement in relation to an issue of a convertible note first announced on 2 July 2026.

Cleansing Statement under section 708A(12C)(e) of the Corporations Act

This Cleansing Statement (**Cleansing Statement**) is given by **Native Mineral Resources Holdings Limited** ACN 643 293 716 (**Company**) under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) (as notionally inserted by *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82*).

NMR advises that it today will issue one convertible note to Lind Global Fund III, LLC and that:

- (a) the convertible note will be issued without disclosure to an investor under Part 6D.2 of the Corporations Act; and
- (b) this Cleansing Notice has been given in accordance with section 708A(12C)(e) of the Corporations Act.

The purpose of this Cleansing Statement is to enable the shares that may be issued on any future conversion of the convertible note may be on-sold to retail investors without further disclosure.

This Cleansing Statement is an important document and should be read in its entirety. Neither ASIC nor ASX takes any responsibility for the contents of this Cleansing Statement.

1. Background

As announced on 2 July 2026, NMR has entered into a convertible security and share placement agreement (“**Convertible Securities Funding Agreement**” or “**CSFA**”) with Lind Global III LLC and:

- a) secured a commitment of AUD\$3,500,000 through the issuance of a 6-month convertible note to Lind Global III LLC (“**Lind**”) comprising an initial drawdown of AUD\$3,500,000;
- b) in accordance with the Convertible Securities Funding Agreement, the first drawdown of AUD\$3,500,000 is to be provided to NMR in exchange for the issue of 1 Convertible Note (with a face value of AUD\$4,200,000) (“**Convertible Note**”);
- c) Lind may convert the Convertible Note by notice to NMR at a fixed price of \$0.066 per Share;
- d) NMR may redeem the Convertible Note by paying cash or issuing Repayment Shares.
- e) the funding will enable NMR to put funds toward the operation of its business and general working capital.

In the view of the NMR board the funding:

- a) has a relatively low potential dilutionary impact;
- b) has a relatively low cost of funds; and
- c) compared to the alternative sources of finance, is in the best interests of NMR's shareholders.

The Convertible Securities Funding Agreement provides for the issue of the Convertible Note.

NMR presently has no available placement capacity under ASX Listing Rule 7.1 or Listing Rule 7.1A.

Under the Convertible Security Funding Agreement, the issue of Conversion Shares, Repayment Shares and Part Repayment Shares is subject to shareholder approval and compliance with the ASX Listing Rules.

NMR intends to convene a meeting of shareholders within 90 days following completion of the transaction to seek approval for all securities potentially issuable under the Convertible Security Funding Agreement and intends to apply for a waiver from ASX Listing Rule 7.3.4 to permit approved securities to be issued outside the standard three-month period contemplated by the ASX Listing Rules.

If the required shareholder approval is not obtained, NMR may be unable to satisfy repayment or conversion obligations through the issue of shares. In those circumstances, the Convertible Security Funding Agreement requires NMR to satisfy those obligations in cash and Lind may have additional rights under the Share Pledge Agreement.

For further information in relation to the Convertible Securities Funding Agreement, please refer to NMR's announcement dated 2 July 2026 and a broad summary of the rights, privileges and restrictions attaching to the Convertible Note is set out in Schedule 1 of this Cleansing Notice.

The summary is not exhaustive and does not constitute a definite statement of the rights and liabilities of NMR or Lind.

This Cleansing Notice is in respect of the Convertible Note only. Any additional issues of Subsequent Notes (if any) will be cleansed under separate cleansing notices or cleansing prospectuses.

2. Contents of this Cleansing Notice

This Cleansing Notice sets out the following:

- (a) in relation to the Convertible Note:
 - (i) the effect of the issue on NMR;
 - (ii) a summary of the rights and liabilities attaching to the Convertible Note; and
 - (iii) a summary of the rights and liabilities attaching to the Shares that will be issued on the conversion of the Convertible Note; and
- (b) any information that:
 - (i) has been excluded from continuous disclosure notices in accordance with the ASX Listing Rules; and

- (ii) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (A) the assets and liabilities, financial position and performance, profits and losses and prospects of NMR; and
 - (B) the rights and liabilities attaching to the Shares; and
 - (c) other information relating to NMR's status as a disclosing entity.
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3. The effect of the issue on NMR

3.1 Effect of the issue on NMR

The principal effect of the issue of the Convertible Note on NMR is as follows:

- (a) increases NMR's cash reserves by AUD\$3,500,000 (before costs associated with the Convertible Note and the application of the Convertible Note to reduce some of NMR's debt);
- (b) increases the number of unquoted convertible notes on issue from 2 to 3;
- (c) NMR incurring a secured liability for the aggregate face value of the Convertible Note (being AUD\$4,200,000); and
- (d) if the Convertible Note is converted, either wholly or in part to Shares, increase the number of Shares on issue as a consequence of the issue of Shares on such conversion.

3.2 Pro-forma Consolidated Statement of Financial Position

To illustrate the effect of the issue of the Convertible Note on NMR, a pro-forma Consolidated Statement of Financial Position ("**Pro-forma Accounts**") which is set out below has been prepared based on the financial position in NMR's 30 June 2025 audited financial year report.

The Pro-forma Accounts takes account of the Convertible Notes and the existing Convertible Note previously issued by NMR as announced on 24 December 2025 and in 6 May 2026 (Existing Convertible Notes) and shows the effect of the issue of the Convertible Notes as if they had been issued on 30 June 2025, and no other transactions, in addition to the issue of the Convertible Notes, have occurred. In particular the Pro-Forma Accounts do not show the effect of the issue of any subsequent issue of Convertible Notes.

The accounting policies adopted in the preparation of the Pro-forma Accounts are the same as those used in the preparation of the 30 June 2025 audited accounts. The historical and Pro-forma Accounts are presented in an abbreviated form, insofar as they do not include all of the disclosures required by Australian Accounting Standards applicable to annual financial statements. The Pro-forma Accounts have not been subject to independent audit or review.

The Pro-forma Accounts have been prepared to provide investors with information on the assets and liabilities of NMR and pro-forma assets and liabilities on the basis that the issue of the Convertible Note were issued on 30 June 2025. NMR advises that the Pro-forma Accounts is not the current financial position of NMR as at the date of this Cleansing Notice, and that the information is provided for illustrative purposes only.

The Pro-forma Accounts show the impact that the issue of the Convertible Note and associated securities would have had on NMR's financial position as 30 June 2025, if these securities were issued on that date, taking into account funds of AUD\$3,500,000

received (before costs and the application of the Convertible Note to reduce some of NMR's debt) on the issue of the Convertible Note to Lind and the conversion of the Convertible Note to shares.

Consolidated Statement of Financial Position	Audited 30 June 2025 (\$)	Effect of Existing Convertible Notes \$	Costs of Issue of Existing Convertible Note \$	Effect of Issue of Convertible Note (\$)	Costs of Issue of Convertible Note (\$)	Pro-forma 30 June 2025 (\$)
Assets						
Current Assets						
Cash and Cash Equivalents	13,472	7,500,000	(270,000) ¹	3,500,000	(70,000) ²	11,543,472
Trade and Other Receivables	1,394,121					1,394,121
Prepaid expenses						
Total Current Assets	1,407,593	7,500,000	(270,000)	3,500,000	(70,000)	12,937,593
Non-Current Assets						
Plant and equipment	33,497,758					33,497,758
Other financial assets	3,015,028					3,015,028
Total Non-Current Assets	36,512,786					36,512,786
Total Assets	37,920,379	7,500,000	(270,000)	3,500,000	(70,000)	459,450,379
Liabilities						
Current Liabilities						
Trade and Other Payables	6,570,526					6,570,526
Employee benefits	304,615					304,615
Provisions	1,480,220					1,480,220
Borrowings	4,784,530					4,784,530
Other financial liability		7,237,500		4,200,000		11,427,500

Consolidated Statement of Financial Position	Audited 30 June 2025 (\$)	Effect of Existing Convertible Notes \$	Costs of Issue of Existing Convertible Note \$	Effect of Issue of Convertible Note (\$)	Costs of Issue of Convertible Note (\$)	Pro-forma 30 June 2025 (\$)
Total Current Liabilities	13,139,891	7,237,500		4,200,000		24,577,391
Non-Current Liabilities						
Borrowings	11,789,284					11,789,284
Provisions	2,991,825					2,991,825
Total Non-Current Liabilities	14,781,109					14,781,109
Total Liabilities	27,921,000	7,237,500		4,200,000		35,158,500
Net Assets	9,999,379	262,500	(270,000)	(700,000)	(70,000)	9,221,879
Equity						
Issued Capital	37,773,311					37,773,311
Share based payments reserve	5,136,204					5,136,204
Reserves		(7,500)		(770,000)		(777,500)
Accumulated Losses	(32,910,136)					(32,910,136)
Total Equity	9,999,379	(7,500)		(770,000)		9,221,879

Notes:

1. Commitment Fee (\$270,000) and reimbursement of legal fees incurred by Lind and legal fees incurred by NMR (estimate) for the existing Convertible Notes
2. Commitment Fee (\$70,000) and reimbursement of legal fees incurred by Lind and legal fees incurred by NMR (estimate) for the existing Convertible Note
3. Adjustment for face value of Convertible Notes

3.3 Potential effect on capital structure

- (a) As at the date of this Cleansing Notice, the total number of issued Shares is 1,098,712,817 Shares.
- (b) The capital structure of NMR will be affected by the conversion of the Convertible Note by Lind.

- (c) Subject to limits on the conversion/redemption under the Convertible Securities Funding Agreement, the Convertible Note:
- (i) can be converted into Shares (**Repayment Shares**) in whole or in part at Lind's election by Lind issuing a conversion notice (**Conversion Notice**) in respect of some or all of the Face Value at \$0.066 per Share.
 - (ii) can be redeemed at the request of NMR; and
 - (iii) must be redeemed by NMR by way of monthly payments commencing 120 days from the initial drawdown, each of 1/20th of the Face Value (AU\$210,000), either in cash (with a 4% premium) or shares, on the basis set out in Schedule 1.
- (d) The effect on the capital structure of NMR upon the issue and conversion of the Convertible Note is as follows:

Upon issue:

Convertible Note	Number
Convertible notes on issue at the date of this Cleansing Notice, before the issue of the Convertible Note	2
Convertible Note issued under the Convertible Securities Funding Agreement	1
Total convertible notes on issue following issue of the Convertible Note	3

Upon conversion (assuming conversion occurs within 120 days of the issue of the Convertible Note so that no repayments have been made):

Shares	Number
Shares on issue as at the date of this Cleansing Notice	1,098,712,817
Maximum Number that may be issued on conversion of Convertible Note ¹	63,636,364
Total Shares on issue following conversion of the Convertible Note	1,261,809,181

Notes:

1. This table illustrates the potential dilutive effect of conversion of the convertible security, assuming that the Convertible Note is converted at the fixed conversion price of AU\$0.066 per share. The actual dilution could be more or less, depending upon whether any conversions occur. If NMR receives the full Follow-On Investment and the combined Face Value reaches approximately AU\$9,000,000, approximately 136,363,636 Shares could be issued upon full conversion at the fixed conversion price of AU\$0.066 per share.

Other securities currently on issue:

NMR currently has the following securities on issue:

- (i) 10,000,000 unquoted options exercisable at \$0.05 on or before 20 September 2028;
- (ii) 7,250,000 unquoted options exercisable at \$0.02 on or before 20 September 2029;
- (iii) 2 convertible notes;

- (iv) 7,200,000 unquoted options exercisable at \$0.1170 on or before 5 January 2029;
- (v) 5,290,000 rights;
- (vi) 33,000,000 unquoted options exercisable at \$0.04 on or before 29 May 2030; and
- (vii) 14,000,000 performance rights.

There will be no resulting change to the number of options or performance rights on issue upon the issue or conversion of the Convertible Note.

4. Shareholder Approval And Listing Rules

NMR presently has no available placement capacity under ASX Listing Rule 7.1 or Listing Rule 7.1A.

The issue of Conversion Shares, Repayment Shares, Part Repayment Shares and any securities issuable in connection with a Follow-On Investment is subject to shareholder approval and compliance with the ASX Listing Rules.

The Convertible Security Funding Agreement requires NMR to:

- (a) convene and hold a shareholder meeting within 90 days following completion to seek approval for all securities potentially issuable under the facility;
- (b) seek ratification of securities previously issued under the facility where applicable;
- (c) continue seeking shareholder approval while any amount remains outstanding under the facility; and
- (d) apply to ASX for a waiver from Listing Rule 7.3.4 to permit approved securities to be issued outside the standard three-month period contemplated by the ASX Listing Rules.

If NMR is unable to issue Conversion Shares because the required shareholder approval has not been obtained, because the issue would exceed an applicable issue limit or because the issue would otherwise contravene the ASX Listing Rules, Lind may require NMR to pay a cash equivalent amount in lieu of those shares and may exercise rights available under the Share Pledge Agreement.

Similarly, if shareholder approval has not been obtained when a monthly repayment falls due, NMR must satisfy that repayment obligation in cash in accordance with the Agreement.

Failure by NMR to make any required cash payment may constitute an Event of Default under the Agreement.

NMR will not issue securities in breach of the ASX Listing Rules.

5. Rights and liabilities attaching to Shares issued on conversion of the Convertible Note

The Shares issued Lind on the conversion of the Convertible Note under the Convertible Securities Funding Agreement will rank equally in all respects with all of NMR's existing Shares.

Under the Convertible Securities Funding Agreement, NMR is required to apply to ASX for quotation of the Shares issued on conversion of any Convertible Note.

Full details of the rights and liabilities attaching to Shares are set out in NMR's constitution, a copy of which can be inspected free of charge, at NMR's registered office during normal business hours.

The following is a broad summary of the rights, privileges and restrictions attaching to all Shares. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders.

(a) **General meetings**

Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of NMR. NMR's constitution permits the use of technology at general meetings of shareholders (including wholly virtual meetings) to the extent permitted under the Corporations Act, ASX Listing Rules and applicable law.

Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the constitution of NMR (**Constitution**).

(b) **Voting rights**

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders:

- (i) each Shareholder entitled to vote may vote in person or by proxy, attorney or representative;
- (ii) on a show of hands, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder has one vote; and
- (iii) on a poll, every person present who is a Shareholder or a proxy, attorney or representative of a Shareholder shall, in respect of each fully paid Share held by him, or in respect of which he is appointed a proxy, attorney or representative, have one vote for each Share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such Shares registered in the Shareholder's name as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).

(c) **Dividend rights**

Subject to the rights of any preference Shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the directors of NMR (**Directors**) may from time to time declare a dividend to be paid to the Shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares.

The Directors may from time to time pay to the Shareholders any interim dividends as they may determine. No dividend shall carry interest as against NMR. The Directors may set aside out of the profits of NMR any amounts that they may determine as reserves, to be applied at the discretion of the Directors, for any purpose for which the profits of NMR may be properly applied.

Subject to the ASX Listing Rules and the Corporations Act, NMR may, by resolution of the Directors, implement a dividend reinvestment plan on such terms and conditions as the Directors think fit and which provides for any dividend which the Directors may declare from time to time payable on Shares which are participating Shares in the dividend reinvestment plan, less any amount which NMR shall either pursuant to the Constitution or any law be entitled or obliged to retain, be applied by NMR to the payment of the subscription price of Shares.

(d) **Winding-up**

If NMR is wound up, the liquidator may, with the authority of a special resolution, divide among the Shareholders in kind the whole or any part of the property of NMR, and may for that purpose set such value as he considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the Shareholders or different classes of Shareholders.

The liquidator may, with the authority of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Shareholder is compelled to accept any shares or other securities in respect of which there is any liability.

(e) **Shareholder liability**

As the Shares issued will be fully paid shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.

(f) **Transfer of shares**

Generally, shares in NMR are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act and the ASX Listing Rules.

(g) **Future increase in capital**

The issue of any new Shares is under the control of the Directors of NMR. Subject to restrictions on the issue or grant of securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue Shares as they shall, in their absolute discretion, determine.

(h) **Variation of rights**

Under section 246B of the Corporations Act, NMR may, with the sanction of a special resolution passed at a meeting of Shareholders vary or abrogate the rights attaching to Shares.

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not NMR is being wound up, may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.

(i) **Alteration of constitution**

In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of Shareholders present and voting at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

6. Compliance with disclosure obligations

NMR is a “disclosing entity” under the Corporations Act and, as such, is subject to regular reporting and disclosure obligations under both the Corporations Act and the ASX Listing Rules.

Broadly, these obligations require:

- (a) NMR to notify the ASX immediately of any information (subject to certain exceptions) of which it is or becomes aware which a reasonable person would expect to have a material effect on the price value of its securities. That information is available to the public from ASX; and
- (b) the preparation of yearly and half-yearly financial statements and a report of NMR’s operations during the relevant account period, together with an audit or review report prepared by NMR’s auditor. These documents are lodged with the ASIC and the ASX.

Copies of documents lodged by NMR in connection with its reporting and disclosure obligations may be obtained from, or inspected at, an office of ASIC. Copies of all documents announced to the ASX can be found at www.asx.com.au or NMR’s website <https://nmresources.com.au/>

NMR will provide free of charge to any person who requests it during normal business hours copies of:

- (a) the annual financial report most recently lodged by NMR with the ASIC, being the financial report of NMR for the year ended 30 June 2025; and
- (b) any continuous disclosure notices given by NMR to the ASX after the lodgement of the annual financial report referred to in paragraph (a) and before the lodgement of this Cleansing Notice with the ASX.

A list of the continuous disclosure notices given by NMR to the ASX after lodgement of the 30 June 2025 annual financial report and before the date of lodgement of this Cleansing Notice with the ASX is set out in the table below.

Date	Description of Announcement
1 July 2025	NMR Expects to Pour First Gold at Blackjack Next Week
7 July 2025	NMR Completes First Gold Pour at Blackjack
7 July 2025	Trading Halt
9 July 2025	\$10M Share Placement for Blackjack Gold Production Ramp-Up
9 July 2025	Proposed issue of securities - NMR
9 July 2025	Investor Presentation
16 July 2025	NMR to begin exploration at Granite Castle Gold Project
16 July 2025	Update - Proposed issue of securities - NMR

16 July 2025	Application for quotation of securities - NMR
16 July 2025	Issue of Securities and Cleansing Notice
31 July 2025	First gold produced at Blackjack
31 July 2025	Quarterly Activities Report
31 July 2025	Appendix 5B Cashflow Report
1 August 2025	Application for quotation of securities - NMR
1 August 2025	Issue of Securities and Cleansing Notice
5 August 2025	Notice of Extraordinary General Meeting/Proxy Form
28 August 2025	NMR transitioning to full-scale gold production at Blackjack
1 September 2025	NMR delivers updated Mineral Resource for Granite Castle
3 September 2025	Results of Meeting
5 September 2025	S&P DJI Announces September 2025 Quarterly Rebalance
8 September 2025	Application for quotation of securities - NMR
8 September 2025	Issue of Securities and Cleansing Notice
15 September 2025	700oz gold dore produced in latest Blackjack pour
17 September 2025	Application for quotation of securities - NMR
17 September 2025	Change in Director's Interest Notice - Blake Cannavo
23 September 2025	High-res magnetic survey defines new targets at Blackjack
30 September 2025	NMR Receives \$3M Cash from Gold Sales in September
30 September 2025	FY25 Financial Report
1 October 2025	Change in substantial holding
15 October 2025	Date of Annual General Meeting
16 October 2025	Annual Report to shareholders
16 October 2025	Appendix 4G and Corporate Governance Statement
16 October 2025	Quarterly Activities Report
16 October 2025	Appendix 5B Cashflow Report
20 October 2025	Change in substantial holding

20 October 2025	Application for quotation of securities - NMR
20 October 2025	Issue of Securities and Cleansing Notice
20 October 2025	Change in Director's Interest Notice - James Walker
20 October 2025	Change in Director's Interest Notice - James Walker
21 October 2025	GDM:GDM to Joint Venture with NMR to Process Yellow Jack Gold
21 October 2025	Proposed JV with Great Divide Mining for Yellow Jack Project
27 October 2025	NMR executes Sale Agreements for Palmerville Project
29 October 2025	Notice of Annual General Meeting/Proxy Form
27 November 2025	NMR surpasses 1,000oz gold production at Blackjack
28 November 2025	Results of Meeting
2 December 2025	Joint Venture with Haoma Mining to develop Ravenswood Gold
4 December 2025	Notification regarding unquoted securities - NMR
5 December 2025	Change of Company Secretary
9 December 2025	Change of Director's Interest Notice
11 December 2025	NMR progresses gold production at Blackjack
18 December 2025	ERC decision for Haoma JV EA
18 December 2025	JV with Haoma Mining to develop Ravenswood Gold - Updated
23 December 2025	NMR completes final CY2025 gold pour at Blackjack
24 December 2025	NMR receives binding commitment for \$3M convertible note
24 December 2025	Proposed issue of securities - NMR
29 December 2025	Change of Director's Interest Notice
5 January 2026	Application for quotation of securities - NMR
5 January 2026	Shares Cleansing Statement
5 January 2026	Notification regarding unquoted securities - NMR
5 January 2026	Convertible Note Cleansing Statement

23 January 2026	Notice pursuant to Section 203D of the Corporations Act
23 January 2026	Notice pursuant to Section 249D of the Corporations Act
29 January 2026	Record gold pour to start 2026 at Blackjack
30 January 2026	NMR hits 14m @ 4.29g/t Au from 9m at Blackjack
30 January 2026	Quarterly Activities Report
30 January 2026	Appendix 5B Cashflow Report
30 January 2026	Becoming a substantial holder
6 February 2026	Application for quotation of securities - NMR
6 February 2026	Issue of Securities and Cleansing Notice
6 February 2026	NMR Board members exercise \$1.6m in options
6 February 2026	Becoming a substantial holder
6 February 2026	Change of Director's Interest Notice - Philip Gardner
6 February 2026	Change in Director's Interest Notice - Blake Cannavo
6 February 2026	Change in Director's Interest Notice - James Walker
9 February 2026	NMR commences Collins St repayment ahead of schedule
9 February 2026	Change in substantial holding
11 February 2026	NMR commences drilling at Podosky advancing Ravenswood Gold
11 February 2026	Ceasing to be a substantial holder
12 February 2026	Application for quotation of securities - NMR
12 February 2026	Issue of Securities and Cleansing Notice
12 February 2026	Amended Director's Interest Notice - Blake Cannavo
12 February 2026	Notice of General Meeting / Proxy Form
16 February 2026	NMR hits 10m @ 7.14g/t Au from 16m at Blackjack
17 February 2026	NMR pours 1,543oz gold dore at Blackjack
26 February 2026	NMR hits 14m @ 8.21g/t Au from 15m at Podosky, QLD
6 March 2026	S&P DJI Announces March 2026 Quarterly Rebalanc
9 March 2026	NMR hits 18m @ 11.33g/t Au from 12m at Podosky, QLD
9 March 2026	Application for quotation of securities - NMR

9 March 2026	Issue of Securities and Cleansing Notice
10 March 2026	Update - S&P DJI March 2026 Rebalance of the All Ordinaries
12 March 2026	Resubmission of Notice of Change in Substantial Holding
13 March 2026	Interim Financial Report
16 March 2026	Results of Meeting
17 March 2026	NMR secures exclusive mining rights at Podosky gold deposit
24 March 2026	Shallow high-grade gold at Podosky - Updated Announcement
26 March 2026	Blackjack 560oz gold pour and Podosky April start on track
7 April 2026	Unsecured Funding Facility
13 April 2026	Blackjack Restarts, Podosky To Deliver First Ore Late April
20 April 2026	NMR - 5.45m @ 14.23g/t Au Diamond Drilling, Blackjack
23 April 2026	Blackjack restart delivers 315oz dore
27 April 2026	Quarterly Activities Report
27 April 2026	Appendix 5B Cashflow Report
6 May 2026	NMR receives binding commitment for \$3.5M convertible note
6 May 2026	Proposed issue of securities - NMR
7 May 2026	Notification regarding unquoted securities - NMR
7 May 2026	Convertible Note Cleansing Statement
25 May 2026	NMR achieves strongest processing month
9 June 2026	NMR Reports Strongest Performance Since Production Restart
15 June 2026	NMR Produces 397oz Dore in Latest Blackjack Gold Smelt
22 June 2026	NMR on Track for Record Monthly Gold Output from Blackjack
26 June 2026	NMR Appoints Chief Geologists
1 July 2026	NMR submits Far Fanning PRCP
2 July 2026	NMR submits Far Fanning PRCP - Updated

7. Information excluded from continuous disclosure notices

As at the date of this Cleansing Notice, NMR advises that it has fully complied with its disclosure obligations under the ASX Listing Rules and the Corporations Act, and other than as set out in this Cleansing Statement, NMR advises that there is no information that:

- (a) NMR has excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
- (b) is information that investors and their professional advisers would reasonably require for the purpose of making an informed assessment of:

- (i) the assets and liabilities, financial position and performance, profits and losses and prospects of NMR; and
- (ii) the rights and liabilities of the Convertible Note (and the underlying Shares) offered by NMR.

Authorised on behalf of the Board of Directors.

Blake Cannavo
Managing Director
Native Mineral Resources Holdings Ltd.

Important Notice

Statements in this announcement are made only as of the date of this announcement unless otherwise stated and the information in this announcement remains subject to change without notice.

To the maximum extent permitted by law, neither NMR nor any of its affiliates, related bodies corporate, their respective officers, directors, employees, advisors and agents or any other person accepts any liability as to or in relation to the accuracy or completeness of the information, statements, opinions or matters (express or implied) arising out of, contained in or derived from this announcement or any omission from this announcement or of any other written or oral information or opinions provided now or in the future to any person.

Forward Looking Statements

NMR prepared this release using available information. Statements about future capital expenditures, exploration and refurbishment programs for NMR's projects and mineral properties, and NMR's business plans and timing are forward-looking statements, NMR believes such statements are reasonable, but it cannot guarantee their accuracy. Forward-looking information is often identified by words like "plans", "expects", "may", "should", "budget", "scheduled", "estimates", "forecast", "intends", "anticipates", "believes", "potential" or variations of such words, including negative variations thereof, and phrases that refer to certain actions, events, or results that may, could, would, might, or will occur or be taken or achieved. NMR's actual results, performance and achievements may differ materially from those expressed or implied by forward-looking statements due to known and unknown risks, uncertainties and other factors. The information, opinions, and conclusions in this release are not warranted for fairness, accuracy, completeness, or correctness. To the maximum extent permitted by the law, none of NMR, its directors, employees, agents, advisors, or any other person accepts any liability, including liability arising from fault or negligence, for any loss arising from the use of this release or its contents or otherwise in connection with it.

Approved for release by the NMR Board of Directors.

For more information, please visit www.nmresources.com.au or contact:

Blake Cannavo

Managing Director and CEO

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Schedule 1 – Terms and conditions of the Convertible Note

Issue of Convertible Notes	NMR may create and issue convertible notes convertible into fully paid ordinary shares in NMR (Shares) (Convertible Notes). Lind agrees to subscribe for the Convertible Notes in accordance with the Convertible Securities Funding Agreement dated 30 June 2026 (CSFA).
Commitment Amount	AUD\$3,500,000 (Commitment Amount).
Face Value	AUD\$4,200,000 per Convertible Note (Face Value).
Note Issue	Lind has paid to NMR the Commitment Amount (less the commitment fee of \$70,000) and NMR must issue the Convertible Note no later than the date of the CSFA.
Use of Funds	NMR must only use the funds received from Lind under the CSFA for general working capital purposes and must not use the funds for making any pledge payments to any third party, for dividend payments, or the repayment or redemption of any indebtedness or obligations or interests held by any security holders (or similar payments).
Interest	No interest is payable on the Convertible Notes except on Event of Default occurring. On an Event of Default occurring the interest payable on the Amount Outstanding will be at a rate per annum which is 6% more than the “Cash Rate Target” last published by the Reserve Bank of Australia at the time of the Event of Default, which interest will accrue from the earliest date of the Event of Default on the Amount Outstanding and will be compounded monthly.
Payments	NMR is not required to make monthly repayments during the first 120 days following Closing unless an Event of Default occurs. Following expiry of the 120-day period, NMR must make monthly repayments of AU\$210,000 until the Face Value has been fully repaid, converted or otherwise satisfied in accordance with the Agreement. Subject to obtaining any required shareholder approvals and compliance with the ASX Listing Rules, monthly repayment obligations may be satisfied by NMR in cash, shares or a combination of cash and shares. If shareholder approval has not been obtained at the time a monthly repayment falls due, NMR must satisfy the relevant repayment obligation in cash. Where repayments are made in shares, the repayment share price is calculated in accordance with the Agreement. Where repayments are made in cash, they are payable at a 4% premium.
Conditions	The conditions of the CSFA are customary for an agreement of its nature.
Maximum Share Number	NMR presently has no available placement capacity under ASX Listing Rule 7.1 or Listing Rule 7.1A. Securities issued under the Agreement will be issued pursuant to any shareholder approvals obtained by NMR. Maximum Number that may be issued on conversion of Convertible Note 63,636,364 NMR will not issue securities in breach of the ASX Listing Rules.
Conversion	The Convertible Note may be converted into Shares (Conversion Shares) in whole or in part at Lind's election by issuing a Conversion Notice in respect of some or all of the Face Value at a fixed conversion price of AU\$0.066 per Share (Repayment Price). The issue of

	<p>Conversion Shares is subject to shareholder approval and compliance with the ASX Listing Rules.</p> <p>If NMR is unable to issue Conversion Shares because the required shareholder approval has not been obtained, because the issue would exceed an applicable issue limit, because the issue would result in Lind exceeding the applicable takeover threshold or because the issue would otherwise contravene the ASX Listing Rules, Lind may require NMR to pay a cash equivalent amount in lieu of those shares. Lind may also exercise rights available under the Share Pledge Agreement in connection with any failure to issue Conversion Shares.</p>
Early Reduction of Face Value	<p>(a) If NMR obtains any debt funding or other financial accommodation (including by the issue of a convertible note or convertible security or preferred shares other than by way of debt funding arrangements with Lind or its Affiliates) for an aggregate amount exceeding AU\$100,000 the funds may be required to be paid to Lind in reduction of the outstanding Face Value;</p> <p>(b) Where NMR disposes of an asset(s) where the value of the asset(s) the subject of the disposal is greater than AU\$500,000, at least 25% of the net proceeds of the disposal, excluding where the proceeds are required to be paid to a secured creditor with a Security Interest ranking in priority to that of the Security Documents, may be required to be paid to Lind in reduction of the outstanding Face Value.</p>
Share Restrictions	<p>(a) No Shares will be issued under the CSFA if it would result in Lind or any person holding a relevant interest in more than 19.99% of the Shares on issue.</p> <p>(b) Lind will only sell its Shares if at the time of such sale, it has a presently exercisable and unconditional right to vest the Shares in the buyer and otherwise complies with the requirements of the Corporations Act. Lind is prohibited from short selling (or procuring the short selling of) Shares.</p>
Warranties	NMR has provided to Lind customary representations and warranties in the CSFA.
Negative Covenants	Whilst the Convertible Note is outstanding, a number of negative covenants apply to NMR, which the NMR considers to be broadly on terms customary for securities of this nature.
Events of default	<p>Any of the following will constitute an Event of Default under Clause 11 of the CSFA. A reference to a clause is a reference to a clause in the CSFA.</p> <p>(a) Any of the representations, warranties, or covenants made by NMR or any of its agents, officers, directors, employees or representatives in any Transaction Document, Materials or public filing are inaccurate, false or misleading in any material respect, as of the date as of which it is made or deemed to be made, or any certificate or financial or other written statements furnished by or on behalf of NMR to Lind, any of its representatives, or NMR's shareholders, is inaccurate, false or misleading, in any material respect, as of the date as of which it is made or deemed to be made or repeated (in each case where qualified by an express reference to the representation or the warranty being given on a particular other date or dates, on that date or dates).</p> <p>(b) NMR or any Subsidiary of NMR (other than a Dormant Subsidiary) suffers or incurs an Insolvency Event.</p> <p>(c) NMR or any of its Subsidiaries ceases, suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business, or disposes of, or threatens to dispose of, a substantial part of its assets.</p>

- (d) NMR or any of its Subsidiaries takes action to reduce its capital or pass a resolution referred to in section 254N(1) of the Corporations Act.
- (e) NMR does not comply with clause 10.9 (regardless of whether it is able to comply with clause 10.9) or, despite so complying, the Lind's Shares the subject of the Shares Cleansing Statement or Cleansing Prospectus referred to in clause 10.9 cannot be Freely Traded following their quotation on ASX.
- (f) Any Lind's Shares are not issued to the Lind within the timeframes required under this Agreement.
- (g) NMR does not make any payment required to be made by it to Lind under the Agreement on the date that the relevant payment is required to be made under the Agreement
- (h) Any Lind's Shares are not quoted or not able to be Freely Traded on ASX (as appropriate) within three (3) Business Days following the date of their issue.
- (i) There is a stop order, suspension of trading, cessation of quotation, or removal of NMR or the Shares from the ASX Official List (or a fact or circumstance which may cause such an event), except for a suspension of trading:
- (i) not exceeding five (5) Trading Days in a rolling twelve-month period, where such period commences from the Execution Date; or
 - (ii) as agreed to by the Lind.
- (j) Any of the conditions set out in clauses 4.1, or 6.1 have not been fulfilled in a timely manner or the time prescribed.
- (k) NMR challenges, disputes or denies the right of the Lind to receive any Lind's Shares, or otherwise dishonours or rejects any action taken, or document delivered, in furtherance of the Lind's rights to receive any Lind's Shares (provided that nothing in this clause 12.1(j) is deemed to prevent NMR from querying the calculation of any number of Lind's Shares to be issued to it or from challenging the Lind's actions to which the Lind is in fact not entitled under this Agreement).
- (l) A Transaction Document or a Contemplated Transaction has become or is claimed (other than in a vexatious or frivolous proceeding) by any person that is not the Lind or its Affiliate to be, wholly or partly void, voidable or unenforceable.
- (m) Any person has commenced any action, claim, proceeding, suit, investigation, or action against any other person or otherwise asserted any claim before any Governmental Authority, which seeks to restrain, challenge, deny, enjoin, limit, modify, delay, or dispute, the right of the Lind or NMR to enter into any Transaction Documents or undertake any of the Contemplated Transactions (other than a vexatious or frivolous proceeding or claim).
- (n) Any event, condition or development occurs or arises which in the opinion of the Lind (acting reasonably) has or would be likely to have a Material Adverse Effect.
- (o) Any consent, permit, approval, registration or waiver necessary for the consummation of those Contemplated Transactions that remain to be consummated at the applicable time, has not been issued or received, or does not remain in full force and effect.
- (p) The transactions to be undertaken at a Closing would result in NMR breaching Listing Rule 7.1.
- (q) Lind has not received all those items required to be delivered to it in connection with a Closing in accordance with this Agreement.
- (r) If NMR does not have a bid for its Shares on ASX for five (5) consecutive Trading Days.

	<p>(s) NMR fails to perform, comply with, or observe, any other term, covenant, undertaking, obligation or agreement under any Transaction Document.</p> <p>(t) NMR fails to comply with clause 4.3.</p> <p>(u) A default judgment of an amount of AU\$500,000 or greater is entered against NMR or any of its Subsidiaries.</p> <p>(v) NMR and/or any of its Subsidiaries defaults in relation to any payment obligations under any financial accommodation for an amount or amounts totalling more than AU\$500,000, including any loan, advance, debenture or other form of financing entered into with a third party (taking into account any applicable grace period agreed by the relevant third party).</p> <p>(w) Any present or future liabilities, including contingent liabilities, of NMR or any of its Subsidiaries for an amount or amounts totalling more than AU\$500,000 have not been satisfied on time (taking into account any applicable grace period agreed by the relevant third party to whom such liabilities are owed), or have become prematurely payable as a result of its default or breach (howsoever described).</p> <p>(x) A Security Interest over an asset of a Group Company is enforced.</p> <p>(y) NMR or any Subsidiary grants any Security Interest over any of its assets, or a Security Interest comes into existence over any assets of NMR or any Subsidiary, other than a Permitted Security Interest, without the prior written consent of Lind.</p> <p>(z) If any of the Closing Price is used for an illegal or improper purpose or to finance an illegal improper or terrorism activity.</p> <p>(aa) NMR obtains any debt funding or other financial accommodation after the Execution Date (including by the issue of a convertible note or convertible security or preferred shares) and does not repay the whole of the Amount Outstanding in accordance with clauses 10.2 and 5.1, unless waived by Lind.</p> <p>(bb) Any event of default (however described) occurs under the Security Documents.</p> <p>(cc) Any event of default (however described) occurs under the other funding agreements between NMR and Lind</p>
Termination	<p>The CSFA may be terminated by agreement of the Parties at any time and otherwise:</p> <p>(a) by either party by notice to the other, effective immediately, if the Closing has not occurred within 10 business days of the Execution Date or such later date as the parties agree in writing, however this right is not available to any party that is in material breach of or default under the CSFA; or</p> <p>(b) by Lind in the case of an unremedied event of default or change of law.</p>
Ranking on Conversion	<p>Shares issued on conversion of the Convertible Notes will rank equally with existing Shares on issue.</p>
No Voting Rights	<p>Except as required by law, the Convertible Notes will not carry any right to attend or vote at general meetings of NMR.</p>
Security	<p>The CSFA is secured by:</p> <p>(a) an existing general security agreement in favour of Lind over NMR's assets;</p> <p>(b) a share pledge arrangement provided by BOC Holdings Pty Ltd over existing NMR shares;</p> <p>(c) a guarantee provided by Yogi Bear Holdings Pty Ltd; and</p> <p>(d) a first-ranking mortgage over the property located at 15–19 Clarence Street, Port Macquarie, New South Wales.</p>

	BOC Holdings Pty Ltd has also agreed to transfer shares to the Investor in accordance with the CSFA.
Jurisdiction	The laws of the state of Western Australia apply to the CSFA.