

STRAND
HANSON

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If you require any further information or details of our services, please contact us at at the above address:

Thank you for enquiring about one of Strand Hanson's recent transactions. This document is made available for information purposes only to persons interested in learning more about the general nature of the corporate advisory services of Strand Hanson Limited. This document has been provided for this purpose only and not to inform you about any particular transaction referenced. Distribution of this document is not an invitation or inducement to engage in the investment activity referred to in this document, even if that investment activity is ongoing. The document remains subject to their stated distribution restrictions and it is your responsibility to ensure you are a permitted recipient. This document may not be distributed to any person in the United States, Japan, Australia or Canada. You should not rely on the document for any purpose and we accept no responsibility or liability for the accuracy, timeliness or currency of this or any other documents distributed to you under the PDF download service.

THIS DOCUMENT AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this Document, or any action you should take, you are recommended to seek your own personal financial advice immediately from your stockbroker, bank manager, fund manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you sell or have sold or otherwise transferred all of your registered holding of Ordinary Shares, please immediately forward this Document and the accompanying Form of Proxy to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. If you sell or have sold or transferred part only of your registered holding of Ordinary Shares, you should retain this Document and immediately consult the stockbroker, bank or other agent through whom the sale or transfer was effected as to what action you should take.

The Directors accept responsibility, both individually and collectively, for the information contained in this Document. To the best of the knowledge of the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this Document is in accordance with the facts and does not omit anything likely to affect the import of such information.

STRATMIN GLOBAL RESOURCES PLC

(incorporated in England and Wales under the Companies Act 2006 with registered number 05173250)

Proposed disposal of the Graphmada Mauritius Shares and Notice of General Meeting

This Document should be read in conjunction with the accompanying Form of Proxy. The whole of this Document should be read and, in particular, your attention is drawn to the letter from the Interim Chairman of the Company which is set out on pages 8-12 of this Document, which contains the unanimous recommendation of your Independent Board that you vote in favour of the Resolution to be proposed at the General Meeting referred to below.

Strand Hanson Limited, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting as Nominated Adviser and Financial Adviser to the Company in relation to the transaction referred to in this document. The responsibilities of Strand Hanson Limited as the Company's nominated adviser under the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange and are not owed to the Company or to any Director or to any person. Persons receiving this Document should note that Strand Hanson Limited will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for advising any other person on the arrangements described in this document. Strand Hanson Limited has not authorised the contents of, or any part of, this Document and no liability whatsoever is accepted by it for the accuracy of any information or opinions contained in this Document or for the omission of any information.

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, acquire or subscribe for any securities.

The General Meeting to consider the Resolution will be held at the offices of Strand Hanson Limited, 26 Mount Row, London W1K 3SQ, on 29 July 2016 at 10:30 a.m. The notice convening the General Meeting is set out on pages 13-16 of this Document. Shareholders will find enclosed with this document a Form of Proxy for use in connection with the General Meeting. To be valid, the Form of Proxy should be completed, signed and returned in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the Company's Registrars, Capita Registrars Limited, by no later than 10:30 a.m. on 27 July 2016. The Form of Proxy can be delivered by post or by hand to Capita Registrars Limited, PXS, 34 Beckenham Road, Beckenham BR3 4TU. Completion and return of a Form of Proxy will not preclude Shareholders from attending and voting in person at the General Meeting should they choose to do so and be eligible to vote.

If you have any questions about this Document or the General Meeting, or are in any doubt as to how to complete the Form of Proxy, please call Capita Registrars Limited on 08716640300. Calls cost 12p per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Capita Registrars Limited is open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales.

Copies of this Document will be available free of charge during normal business hours on any week day (except Saturdays, Sundays and public holidays) at the offices of Strand Hanson Limited from the date of this Document until the conclusion of the General Meeting. A copy of this Document will also be available from the Company's website: www.stratminglobal.com

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DIRECTORS, SECRETARY AND ADVISERS

Directors	Brett Boynton (<i>Interim Chairman and Chief Executive Officer</i>) Shishir Poddar (<i>Technical Director</i>) David Premraj (<i>Non-Executive Director</i>)
Company Secretary	Sam Quinn
Registered Office	30 Percy Street London W1T 2DB
Nominated & Financial Adviser	Strand Hanson Limited 26 Mount Row London W1K 3SQ
Brokers	Beaufort Securities Ltd 131 Finsbury Pavement London EC2A 1NT Optiva Securities Limited 2 Mill Street London W1S 2AT
Legal advisers to the Company	Mildwaters Consulting LLP Walton House 25 Bilton Road Rugby Warwickshire CV22 7AG
Auditors	Welbeck Associates Registered Auditors Chartered Accountants 30 Percy Street London W1T 2DB
Registrars	Capita Registrars Limited The Registry 34 Beckenham Road Beckenham Kent BR3 4TU

DEFINITIONS

The following definitions apply throughout this Document and the accompanying Form of Proxy unless the context requires otherwise:

“A\$”	the legal currency of the Commonwealth of Australia
“AIM”	the AIM Market operated by the London Stock Exchange
“AIM Rules”	together the AIM Rules for Companies, the AIM Rules for Nominated Advisers and the AIM Disciplinary Procedures and Appeals Handbook as published by the London Stock Exchange from time to time
“ASX”	ASX Limited or the Australian Securities Exchange, as the context requires
“ASX Listing Rules”	the listing rules of the ASX
“Bass”	Bass Metals Limited, a company incorporated in Australia under the Corporations Act with registered number 109 933 995 whose registered office is at 31 Ventnor Avenue, West Perth, Western Australia 6005, Australia
“Bass Shares”	Fully paid ordinary shares in the capital of Bass
“Board” or “Directors”	the directors of the Company, as at the date of this Document, whose names are set out on page 3 of this Document
“Business Day”	day that is a day which banks are open for business in Western Australia and New South Wales, excluding a Saturday or a Sunday or a public holiday
“Company”	StratMin Global Resources plc, a company incorporated in England and Wales under the Companies Act 2006 with registered number 05173250 whose registered office is at 30 Percy Street, London W1T 2DB, England
“Completion”	the completion of the sale and purchase of the Graphmada Mauritius Shares and assignment of the Intercompany Debt on the terms contemplated by the Sale Agreement
“Corporations Act”	the Corporations Act 2001 (Commonwealth of Australia)
“CREST”	the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001 No 3755)) for the paperless settlement of trades and the holding of uncertificated securities, operated by Euroclear, in accordance with the same regulations
“Disposal”	the proposed sale of all of the Graphmada Mauritius Shares by the Company to Bass and assignment of all of the Intercompany Debt at Completion, in accordance with the terms of the Sale Agreement
“Document”	this document dated 7 July 2016
“Euroclear”	Euroclear UK & Ireland Limited, the operator of CREST
“Form of Proxy”	the form of proxy enclosed with this Document for use by Independent Shareholders in connection with the General Meeting
“General Meeting”	the general meeting of the Company to be held at 10:30 a.m. at the offices of Strand Hanson Limited, 26 Mount Row, London W1K 3SQ, on 29 July 2016, notice of which is set out at the end of this Document
“Graphmada Accounts”	the unaudited accounts for Graphmada Mauritius for the period ending 31 March 2016
“Graphmada Group”	Graphmada Mauritius and its controlled entities, including Graphmada SARL

“Graphmada Mauritius”	Graphmada Mauritius, a private limited company registered in the Republic of Mauritius (company incorporation no. 124738 C1/GBL) whose registered office is at 8th Floor, Medine Mews, La Chaussee Street, Port Louis, Republic of Mauritius
“Graphmada Mauritius Shares”	the shares in the capital of Graphmada Mauritius of which the Company is the beneficial holder, representing 93.75 per cent. of the issued shares of Graphmada Mauritius
“Graphmada SARL”	Graphmada SARL a private company registered in Madagascar, registration number 14393 11 2006 0 10444, whose registered office is c/- Caldwell Business Suites, Immeuble Assist. 2ème étage, Ivandry, 101 Antananarivo Renivohitra, Madagascar
“Gross Concentrate Sales”	the total amounts actually received by Bass (or its controlled subsidiary) or to which Bass is entitled from the sale of Product graphite recovered by or on behalf of Bass from Graphmada Mauritius’ Loharano and Mahefadok projects
“Independent Directors” or “Independent Board”	the Directors other than Mr David Premraj, who as a result of also being a director of Bass, is excluded from the Board’s recommendation on the Disposal
“Independent Shareholders”	Shareholders other than Consolidated Resources Pte Ltd, of which Non-Executive Director, Mr David Premraj, is its representative on the Board and which, at the date of this Document, holds 16,813,319 Ordinary Shares, representing 10.31 per cent. of the Ordinary Shares
“Insolvency Event”	<p>in relation to an entity, a person or a party, any one or more of the following events or circumstances:</p> <ul style="list-style-type: none"> (a) being in liquidation or provisional liquidation or under administration; (b) having a controller or analogous person appointed to it or any of its property; (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand; (d) being unable to pay its debts or being otherwise insolvent; (e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act; (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; (g) any analogous event or circumstance under the laws of any jurisdiction; or (h) taking any step or being the subject of any action that is reasonably likely to result in any of the above occurring (including the convening of a meeting or presenting a petition or order for winding up), <p>unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party (which approval is not to be unreasonably withheld or delayed).</p>
“Intercompany Debt”	£3,958,792 owed by Graphmada Mauritius or its subsidiaries to the Company as at 31 March 2016, and any further advances and accrued interest as at Completion
“London Stock Exchange”	London Stock Exchange plc
“Net Cash Proceeds”	an amount of approximately £725,000, being the amount to be paid by Bass to the Company on Completion less an adjustment

	for funds provided by Bass prior to the date of this Document in prepayment to cover transaction costs and other expenses
“Net Smelter Royalty”	a net smelter royalty of 2.5 per cent. of revenues from Gross Concentrate Sales, capped at A\$5,000,000, beginning six months after Completion and terminating on 1 January 2029
“Notice of General Meeting”	the notice of the General Meeting set out at the end of this Document
“Ordinary Shares”	ordinary shares of £0.0001 each in the capital of the Company
“Options”	the outstanding options to purchase Ordinary Shares
“Regulatory Information Service”	a regulatory information service operated by the London Stock Exchange as defined by the AIM Rules
“Resolution”	the resolution set out in the Notice of General Meeting
“Sale Agreement”	the conditional sale and purchase agreement dated 6 July 2016 and made between the Company and Bass setting out the terms of the Disposal, details of which are set out in paragraph 5 of the Letter from the Interim Chairman
“Shareholder(s)”	a holder of (a) Ordinary Share(s)
“Tirupati”	Tirupati Carbons & Chemicals (P) Ltd., a company incorporated and registered in India with company identification number U51496JH2006PTCO12670 whose registered office is at 4L, Shree Gopal Complex, Court Road, Ranchi, Jharkhand, India
“Tirupati Option”	the right granted to the Company (pursuant to an agreement dated 2 February 2015 and made between Consolidated Chrome Pte Ltd and Tirupati Resources and an agreement dated 16 June 2015 and made between the Company, Tirupati, Tirupati Resources and Consolidated Chrome Pte Ltd whereby Consolidated Chrome Pte Ltd transferred all of its rights and obligations under the first agreement to the Company, with the consent of Tirupati) to make an investment of US\$1,500,000 in exchange for 45 per cent. of the issued share capital of Tirupati Resources, which, through its wholly-owned subsidiary, Tirupati Madagascar Ventures SARL holds Graphite Permit No. 38321 for the Vatomaina large flake graphite project in Madagascar, such investment to fund the further development of the Vatomaina project
“Tirupati Resources”	Tirupati Resources Mauritius Pvt Ltd., a private limited company registered in the Republic of Mauritius whose registered office is at Level 2, Raffles Tower, Cyber City, Ebene, Republic of Mauritius
“UK”	the United Kingdom of Great Britain and Northern Ireland
“uncertificated” or “in uncertificated form”	recorded on the relevant register of the share security concerned as being held in uncertificated form in CREST and title to which, by virtue of the Crest Regulations, may be transferred by means of CREST
“US\$”	the legal currency of the United States of America
“VWAP”	Volume weighted average market price (as defined in the ASX Listing Rules) for Bass Shares
“Warrants”	the outstanding warrants to purchase Ordinary Shares
“£”	the legal currency of the UK

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Date of this Document	7 July 2016
Latest time and date for receipt of Forms of Proxy	10:30 a.m. on 27 July 2016
General Meeting	10:30 a.m. on 29 July 2016
Expected date of Completion	18 August 2016
Expected receipt of Net Cash Proceeds	19 August 2016
Expected receipt of 75,000,000 Bass Shares	By 26 August 2016

Notes:

1. References to time in this Document are to London time. In the event that the times and/or dates change, the revised times and/or dates will be notified to Shareholders by announcement on a Regulatory Information Service of the London Stock Exchange.

LETTER FROM THE INTERIM CHAIRMAN

STRATMIN GLOBAL RESOURCES PLC

(incorporated in England and Wales under the Companies Act 2006 with registered number 05173250)

Directors:

Brett Boynton (*Interim Chairman and Chief Executive Officer*)
Shishir Poddar (*Technical Director*)
David Premraj (*Non-Executive Director*)

Registered Office:

30 Percy Street
London W1T 2DB
England

7 July 2016

To the Shareholders and, for information purposes only, holders of Options and Warrants

Proposed disposal of the Graphmada Mauritius Shares
and
Notice of General Meeting

Dear Shareholder

1. Introduction

The purpose of this letter is to provide you with the background to and the reasons for, the Disposal of the Graphmada Mauritius Shares, that is, the shares in the capital of Graphmada Mauritius of which the Company is the beneficial holder, representing 93.75 per cent. of the issued shares of Graphmada Mauritius. In addition, it explains why the Independent Directors consider the Disposal to be in the best interest of the Company and Independent Shareholders as a whole and why they recommend that Independent Shareholders should vote in favour of the Resolution to be proposed at the General Meeting.

The Company announced today that it had entered into a conditional sale and purchase agreement to sell the Graphmada Mauritius Shares to Bass. The consideration for the Disposal is for up to A\$15.25 million. The consideration is payable through a combination of cash, shares in Bass and a net smelter royalty, further details on which are set out in paragraph 5 below.

The Disposal constitutes a fundamental change of business of the Company pursuant to Rule 15 of the AIM Rules. Accordingly, Completion is conditional, *inter alia*, on the approval of Independent Shareholders at the General Meeting, notice of which set out on page 13 of this Document.

Assuming Independent Shareholder approval is granted, immediately following Completion and the receipt of the Net Cash Proceeds (which is expected to occur on 19 August 2016), the assets of the Company will comprise its cash balances of approximately £825,000, 75,000,000 Bass Shares (which are expected to be received by 26 August 2016), the Net Smelter Royalty, its residual rights under the Sale Agreement and the Tirupati Option (see paragraph 3 below).

Subject to satisfaction of the performance hurdles detailed in paragraph 5 below, the number of Bass Shares issued to the Company may increase.

Following settlement of all outstanding liabilities of approximately £525,000, the Company will have a remaining cash balance of approximately £300,000. In addition, the Bass Shares received by the Company may be held as an investment or liquidated in part to provide funding for corporate expenses, the development of the Vatomaina joint venture with Tirupati Resources, or investment in other projects.

Following the Disposal, the Company will be classified pursuant to Rule 15 of the AIM Rules as an AIM Rule 15 cash shell. The Company will be required to make an acquisition or acquisitions which constitute a reverse takeover transaction under the AIM Rules within six months of becoming an AIM Rule 15 cash shell (which will be deemed to be the date of Completion) or be re-admitted to trading on AIM as an investing company under the AIM Rules (which requires the raising of at least £6 million), failing which, the Ordinary Shares would then be suspended from trading on AIM. After six months of suspension, the Ordinary Shares would then be cancelled from trading on AIM.

2. Graphmada Mauritius

Graphmada Mauritius' sole asset consists of shares representing 99 per cent. of the issued share capital of Graphmada SARL. The remaining 1 per cent. of the issued share capital is held by the Resident Gérant (Administrator) of Graphmada SARL, Mr Mamison Randrianantenaina. Graphmada

SARL is the owner of the Loharano, Mahefedok and Antsirabe licenses and on-site plant and equipment that is used in the mining, processing and production of flake graphite at Graphmada Mauritius' operations.

For the avoidance of doubt, Graphmada Mauritius does not own or have any right to Graphite Permit No. 38321, which contains the Vatomaina large flake graphite project in Madagascar (see paragraph 3 below). Shareholders should refer to pages 11 and 13 of the Company's 2015 Annual Report, which is available on the Company's website, which show the loss from discontinued operations (which, for the avoidance of doubt, refers to Graphmada Mauritius) which is negative £1,317,000 and net assets of the disposal group classified as held for sale (which, for the avoidance of doubt, refers to Graphmada Mauritius) of £6,048,000.

3. Tirupati Resources, the Tirupati Option and the Vatomaina project

The Tirupati Option is the right granted to the Company (pursuant to an agreement dated 2 February 2015 and made between Consolidated Chrome Pte Ltd and Tirupati Resources and an agreement dated 16 June 2015 and made between the Company, Tirupati, Tirupati Resources and Consolidated Chrome Pte Ltd whereby Consolidated Chrome Pte Ltd transferred all of its rights and obligations under the first agreement of 2 February 2015 to the Company, with the consent of Tirupati) to make an investment of US\$1,500,000 in exchange for 45 per cent. of the issued share capital of Tirupati Resources, which, through its wholly-owned subsidiary, Tirupati Madagascar Ventures SARL holds Graphite Permit No. 38321 for the Vatomaina large flake graphite project in Madagascar, such investment to fund the further development of the Vatomaina project.

The Vatomaina project is earmarked for development of a 12,000 tpa flake graphite concentrate production facility. As previously disclosed, development funding of approximately US\$5,000,000 is required to bring the project into production.

Whilst no detailed discussions have yet occurred, the Company and Tirupati estimate that, should they decide to proceed with developing the project, development funding would be provided through a combination of debt, in the form of third-party project finance, and equity, in the form of subscription for shares by the Company and Tirupati.

4. Background and reasons for the Disposal

The Board believes that, as compared to the Australian market, the understanding of graphite companies in the UK markets, and particularly on AIM, is more limited. This is evidenced quite clearly in the Company being the only currently quoted company on AIM with graphite operations. As a result of this more limited understanding, and generally poor market conditions, the Company's ability to generate value for Shareholders through share price appreciation has been curtailed and the ability to raise further funds is not guaranteed.

The Board therefore took the decision in the summer of 2015 to investigate other ways to generate shareholder value. This led to discussions with the Chairman of Bass who had previously been introduced to the Company's Chief Executive Officer, Brett Boynton. The Chairman of Bass has interests in other energy storage related feedstock businesses and had expressed an interest in Bass investing in graphite. This evolved into discussions for a collaboration, which first took the form of the Company entering into an investment agreement with Bass (as first announced on 2 September 2015), which subsequently further evolved into an agreement to divest the Graphmada Mauritius Shares (as first announced on 1 April 2016), and now the Sale Agreement.

Since the announcement on 2 September 2015, the Company has received interest from a number of other parties regarding investment into, or an acquisition of, the Company's graphite operations but the Independent Board believes that the terms offered by Bass represent the best opportunity for Independent Shareholders to realise value.

The Sale Agreement has been structured in such a way so that it includes an upfront cash payment, an equity-based consideration comprising the Bass Shares and a royalty component. This structure is designed to provide Shareholders with an ongoing investment exposure to the graphite assets of Graphmada Mauritius (through the Net Smelter Royalty) and to take advantage of the higher valuations being given to graphite projects in the Australian market (through the issue to the Company of the Bass Shares). Overall, this structure enables the Company to pursue other corporate opportunities whilst retaining an interest in the funded initial expansion of Graphmada Mauritius's core graphite concentrate operations.

In addition to investigating the development of the Vatomaina project, the Board has been pursuing a number of corporate opportunities in the mining sector and is confident that it will be able to complete a reverse takeover transaction within the six months following Completion and maintain the admission of the Ordinary Shares to trading on the AIM Market.

Any reverse takeover transaction will require the publication of an AIM-compliant admission document and will be subject to Shareholder approval at a further general meeting of the Company to be convened at the appropriate time.

5. Summary of the Sale Agreement

The Sale Agreement, *inter alia*, provides that, subject to the passing of the Resolution, the Company has agreed to sell and Bass has agreed to purchase the Graphmada Mauritius Shares on the terms of the Sale Agreement. The consideration to be paid by Bass to the Company for the Disposal is up to A\$15.25 million and is payable in cash, Bass Shares and though the Net Smelter Royalty, as follows:

1. A cash payment of A\$1,500,000 (approximately £840,000) on Completion (which post certain adjustments, equates to Net Cash Proceeds of £725,000);
2. An equity payment of 75,000,000 Bass Shares on Completion (subject to Bass shareholder approval being given for the issue of such shares at a general meeting of Bass to be held on 18 August 2016) and, subject to the satisfaction of certain conditions and Bass shareholder approval being granted at the time, further Bass Shares with a value equal to up to A\$8,000,000 in two tranches as follows:
 - a. Bass Shares with a value equal to A\$3,000,000 at a price determined by the 20 traded-day VWAP prior to issue upon achieving a total production output of 1,250 tonnes of graphite concentrate in any three consecutive months (the “Tranche 2 Shares”); and
 - b. Bass Shares with a value equal to A\$5,000,000 at a price determined by the 20 traded-day VWAP prior to issue upon achieving a total production output of 2,500 tonnes of graphite concentrate in any three consecutive months (the “Tranche 3 Shares”).
3. A net smelter royalty of 2.5 per cent. of revenues from Gross Concentrate Sales, capped at A\$5,000,000, beginning six months after Completion and terminating on 1 January 2029.

Other key provisions of the Sale Agreement provide as follows:

1. At Completion the Graphmada Group will have sufficient net working capital to meet budgeted operating expenses for the thirty-day period commencing on the date of Completion; with net working capital being defined as the lower of the average trading loss for the three months from 1 April 2016 – 30 June 2016 or £10,000. In the event there is not sufficient net working capital Bass would be entitled to bring a claim against the Company for breach of warranty.
2. Warranties and indemnities have been given by the Company which will expire twelve months from the date of the Sale Agreement.
3. If Bass requests the Company to do so, at any time following completion of the issue of the Tranche 2 Shares, the Company must ensure that any Bass Shares issued to it under the Sale Agreement and still held by the Company are distributed to Shareholders, but this will be subject to the approval of Shareholders and compliance with all regulatory approvals and applicable laws.
4. Completion is conditional upon the following conditions precedent being satisfied or waived on or before the day that is sixty days from 6 July 2016 or such other date as Bass and the Company agree:
 - a. Bass obtaining all shareholder and regulatory or other approvals required for the transactions contemplated by the Sale Agreement, including the approval by Bass shareholders for the issue of the Bass Shares forming part of the consideration.
 - b. the Company obtaining all shareholder and regulatory or other approvals required for the transactions contemplated by the Sale Agreement, including the approval by Independent Shareholders for disposal of the Graphmada Mauritius Shares.

- c. All other approvals, consents, clearances, releases and/or waivers necessary or desirable for the transactions contemplated by the Sale Agreement, being obtained by the Company and valid and effective at Completion.
- d. All other approvals, consents, clearances, releases and/or waivers necessary or desirable for the transactions contemplated by the Sale Agreement, being obtained by Bass and valid and effective at Completion.
- e. No event occurring between 6 July 2016 and the date when all of the conditions precedent have been satisfied or waived in accordance with their terms which is materially adverse to Graphmada Mauritius or its businesses and assets.
- f. There being no material breach of the warranties given by the Company under the Sale Agreement before the date when all of the conditions precedent have been satisfied or waived in accordance with their terms.
- g. Bass being satisfied, at its absolute discretion, with due diligence undertaken on Graphmada Mauritius before the date when all of the conditions precedent have been satisfied or waived in accordance with their terms.
- h. The Company advising Bass of the amount (if any) to be paid by the Company to ensure that at Completion the warranty by the Company that the Graphmada Group's liabilities and commitments are recorded or disclosed in the Graphmada Accounts, and that, to Company's knowledge, Bass has no other liabilities or commitments is true and accurate as at Completion before the date when all of the conditions precedent have been satisfied or waived in accordance with their terms.
- i. All employee payroll liability for Graphmada Mauritius being paid up and current at the date when all of the conditions precedent have been satisfied or waived in accordance with their terms.
- j. Bass not suffering an Insolvency Event before the date when all of the conditions precedent have been satisfied or waived in accordance with their terms.
- k. Graphmada Mauritius and the Company not suffering an Insolvency Event before the date when all of the conditions precedent have been satisfied or waived in accordance with their terms.

Bass may waive in writing the conditions precedent listed at (a), (d), (e), (f), (g), (h), (i) and (k) above.

The Company may waive in writing the conditions precedent listed at (c) and (j) above.

If the conditions precedent are not satisfied or waived on or before the day that is sixty days from 6 July 2016 or such other date as Bass and the Company agree, then any party not in material breach of the Sale Agreement may terminate the Sale Agreement by two Business Days' written notice given to the other party, in which case the Sale Agreement will terminate at the end of that two-Business Day period.

Completion is conditional on, *inter alia*, Independent Shareholder approval.

The Company has provided customary warranties as to its title the Graphmada Mauritius Shares, as well as warranties as to compliance with the requirements for public disclosure and in respect of information provided to Bass, the status of the Graphmada Group, the Graphmada Mauritius Shares, the Graphmada Accounts, financial information, taxation, licences, environmental matters, material contracts and litigation in respect of Graphmada Mauritius and legal compliance, including ethical practices.

6. The Company's operations following the Disposal

Following Completion, the assets of the Company will comprise its cash balance of approximately £300,000 (following settlement of all outstanding liabilities), 75,000,000 Bass Shares, the Net Smelter Royalty, its residual rights under the Sale Agreement and the Tirupati Option.

Subject to satisfaction of the performance hurdles detailed in paragraph 5 above, the number of Bass Shares issued to the Company may increase.

On Completion, the Board anticipates that the Company will use its available cash resources to further explore corporate opportunities, including the possible development of the Vatomaina project joint venture, with the aim of identifying a reverse takeover transaction opportunity in the mining

sector within the next six months, and to provide working capital for the day-to-day business of the Company.

7. General Meeting

Purpose of the General Meeting

The General Meeting is being convened for the purpose of approving the Disposal.

You will find on page 13 of this Document a notice convening the General Meeting to be held at 10:30 a.m. at the offices of Strand Hanson Limited, 26 Mount Row, London W1K 3SQ, on 29 July 2016 at which the Resolution will be put to Independent Shareholders.

If you cannot come to the meeting in person, your vote is still important and I would urge you to complete, sign and return the enclosed Form of Proxy to be received by no later than 10:30 a.m. on 27 July 2016 by the Company's registrar, Capita Registrars Limited. The result of the voting on the Resolution will be announced via a Regulatory Information Service and posted on the Company's website after the meeting.

We are asking Independent Shareholders to approve the Resolution, further details on which are set out below and will be considered at the General Meeting.

For ease of reference the Resolution is set out below:

THAT, the proposed disposal by the Company to Bass Metals Limited of the 93.75 per cent. of the shares in Graphmada Mauritius of which the Company is the beneficial holder, on the terms and subject to the conditions contained in the sale agreement dated 5 July 2016 (the "Sale Agreement"), be approved along with all ancillary documents thereto and that the Independent Directors of the Company (or any duly constituted committee of them) be authorised to vary, amend, revise, waive or extend any of such terms and conditions (not being of a material nature in the context of the disposal taken as a whole) as they think fit and take all such steps on behalf of the Company as they may in their absolute discretion consider necessary, expedient or desirable to complete, implement and give full effect to the intention of the parties under the Sale Agreement.

8. Irrevocable Undertakings

Since the announcement of 26 May 2016, the Company has canvassed its major shareholders who have expressed their support for the Disposal. The Company intends to seek irrevocable-undertakings from these shareholders over the coming weeks in advance of the General Meeting to vote in favour of the Resolution. Further announcements will be made and as when appropriate in this regard.

9. Recommendation

For the reasons set out above, the Independent Board is of the view that the approval of the Disposal by the Independent Shareholders is in the best interests of Shareholders as a whole.

The Independent Board unanimously consider the Resolution to be in the best interest of the Company and the Shareholders as a whole. The Independent Board recommends that Independent Shareholders vote in favour of the Resolution to be proposed at the General Meeting as they intend to do in respect of their aggregate beneficial holdings amounting to 1,972,387 Ordinary Shares, representing 1.2 per cent. of the Ordinary Shares.

In the event that the Resolution is not passed the Company will need to raise additional funds to meet current liabilities and its current 93.75 per cent. share of the costs necessary to further develop Graphmada Mauritius' operations. There is no guarantee that the Board will be able to raise these necessary funds on terms acceptable to Shareholders, or at all.

Yours sincerely,

Brett Boynton
Interim Chairman

STRATMIN GLOBAL RESOURCES PLC

(incorporated in England and Wales under the Companies Act 2006 with registered number 05173250)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT a General Meeting of StratMin Global Resources plc (the “**Company**”) will be held at 10:30 a.m. at the offices of Strand Hanson Limited, 26 Mount Row, London W1K 3SQ, on 29 July 2016 for the purposes of considering and, if thought fit, passing the following resolution which, will be proposed as an ordinary resolution:

Resolution

THAT, the proposed disposal by the Company to Bass Metals Limited of the 93.75 per cent. of the shares in Graphmada Mauritius of which the Company is the beneficial holder, on the terms and subject to the conditions contained in the sale agreement dated 6 July 2016 (the “**Sale Agreement**”), be approved along with all ancillary documents thereto and that the Independent Directors of the Company (or any duly constituted committee of them) be authorised to vary, amend, revise, waive or extend any of such terms and conditions (not being of a material nature in the context of the disposal taken as a whole) as they think fit and take all such steps on behalf of the Company as they may in their absolute discretion consider necessary, expedient or desirable to complete, implement and give full effect to the intention of the parties under the Sale Agreement.

Dated: 7 July 2016

Registered Office:
30 Percy Street
London W1T 2DB
England

By order of the Board
Sam Quinn
Company Secretary

EXPLANATORY NOTES TO THE NOTICE OF GENERAL MEETING

(the “Meeting”)

Entitlement to attend and vote

1. Pursuant to Regulation 41 of the Uncertificated Securities Regulations 2001, the Company specifies that only those members registered on the Company’s register of members at:
 - Close of Business on 27 July 2016; or
 - if this Meeting is adjourned, at Close of Business on the day two days prior to the adjourned meeting, shall be entitled to attend and vote at the Meeting.

Appointment of proxies

2. If you are a member of the Company at the time set out in note 1 above, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the 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. Details of how to appoint the chairperson of the Meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish your proxy to speak on your behalf at the Meeting you will need to appoint your own choice of proxy (not the chairperson) 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 you may photocopy your proxy card or contact Capita Registrars Limited to obtain an extra proxy card on 0871 664 0300. Calls cost 12p per minute plus your phone company’s access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Capita Registrars Limited is open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales.
5. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the Meeting.

Appointment of proxy using hard copy proxy form

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:
 - completed and signed;
 - sent or delivered to Capita Registrars Limited, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU; and
 - received by Capita Registrars Limited no later than 10:30 a.m. on 27 July 2016.

In the case of a member which is a company, the proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any 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.

Appointment of proxies through CREST

7. CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the Meeting and any adjournment(s) thereof by utilising the procedures described in the CREST Manual (available from <https://www.euroclear.com/site/public/EUI>). CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment made by means of CREST to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear UK & Ireland Limited's (EUI) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message must be transmitted so as to be received by the issuer's agent (RA10) by 10:30 a.m. on 27 July 2016. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

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

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

Appointment of proxy by joint members

8. 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-name being the most senior).

Changing proxy instructions

9. 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 applies 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 Capita Registrars Limited on 0871 664 0300. Calls cost 12p per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Capita Registrars Limited is open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales.

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.

Termination of proxy appointments

10. 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 Capita Registrars Limited, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU. 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 Capita Registrars Limited no later than 10:30 a.m. on 27 July 2016.

If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the paragraph directly below, your proxy appointment will remain valid.

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

Corporate representatives

11. 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 share.

Issued shares and total voting rights

12. As at Close of Business on 6 July 2016, the Company's issued share capital comprised 163,149,391 ordinary shares of £0.0001 each and 151,149,391 deferred shares of £0.0399 each.

Each ordinary share carries the right to one vote at a general meeting of the Company

Deferred shares do not carry the right to vote at a general meeting of the Company.

Therefore, the total number of voting rights in the Company as at Close of Business on 6 July 2016 is 163,149,391.

Communication

13. You may not use any electronic address provided either in this notice of meeting; or any related documents (including the letter with which this notice of meeting was enclosed and proxy form) to communicate with the Company for any purposes other than those expressly stated.

STRATMIN GLOBAL RESOURCES PLC

Company number: 05173250

FORM OF PROXY

for the General Meeting of StratMin Global Resources plc (the Company) to be held on 29 July 2016

Please insert the member(s) full name(s) and address(es) BLOCK CAPITALS

I/We
of

being a member/members of the Company hereby appoint the Chairman of the Meeting* or failing himas my/our proxy to vote for me/us on my/our behalf at the General Meeting of the Company to be held at 10:30 a.m. on 29 July 2016 at the offices of Strand Hanson Limited, 26 Mount Row, London W1K 3SQ, and at any adjournment thereof.

* If you wish to appoint your own proxy, delete the words "the Chairman of the Meeting" and insert in BLOCK LETTERS the name of your proxy in the space provided.

Please indicate with an "X" in the space below how you wish your votes to be cast. If you do not specify how you wish your votes to be cast then you will be deemed to have authorised your proxy to vote or abstain from voting as he/she thinks fit.

ORDINARY RESOLUTION	FOR	AGAINST	VOTE WITHHELD
1. To authorise the disposal of the Company's shares in Graphmada Mauritius pursuant to the terms of a sale agreement dated 6 July 2016.			

Date..... Signature

Please mark this box if you are appointing more than one proxy (Note 4)

NOTES

- As a member of the Company you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at a meeting of the Company. You can only appoint a proxy using the procedures set out in these notes.
- 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.
- A proxy does not need to be a member of the Company but must attend the meeting to represent you. To appoint as your proxy a person other than the Chairman of the meeting, insert their full name in the box. If you sign and return this proxy form with no name inserted in the box, the Chairman of the meeting will be deemed to be your proxy. Where you appoint as your proxy someone other than the Chairman, you are responsible for ensuring that they attend the meeting and are aware of your voting intentions. If you wish your proxy to make any comments on your behalf, you will need to appoint someone other than the Chairman and give them the relevant instructions directly.
- You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, you may photocopy your proxy card or contact Capita Registrars Limited to obtain an extra proxy card on 08716640300. Calls cost 12p per minute plus your phone company's access charge. Calls outside the United Kingdom will be charged at the applicable international rate. Capita Registrars Limited is open between 09:00 - 17:30, Monday to Friday excluding public holidays in England and Wales. To direct your proxy how to vote on the resolutions mark the appropriate box with an 'X'. To abstain from voting on a resolution, select the relevant "Vote Withheld" box. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting.
- To appoint a proxy using this form, the form must be:
 - completed and signed;
 - sent or delivered to Capita Registrars Limited, PXS, 34 Beckenham Road, Beckenham, Kent BR3 4TU; and
 - received by Capita Registrars Limited no later than 10:30 a.m. on 27 July 2016.
- In the case of a member which is a company, this proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company.
- Any power of attorney or any other authority under which this proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.
- 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).
- 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.
- CREST members who wish to appoint a proxy or proxies by using the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. To be valid, the appropriate CREST message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy, must be transmitted so as to be received by our agent (ID:RA10) by 10:30 a.m. on 27 July 2016. See the notes to the notice of meeting for further information on proxy appointment through CREST.
- For details of how to change your proxy instructions or revoke your proxy appointment see the notes to the notice of meeting.
- You may not use any electronic address provided in this proxy form to communicate with the Company for any purposes other than those expressly stated.

Business Reply Plus
Licence Number
RLUB - TBUX - EGUC



PXS 1
34 Beckenham Road
BECKENHAM
BR3 4ZF