

7 July 2016

StratMin Global Resources Plc
("StratMin" or the "Company")

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

The Company announces today that, further to the announcements made by the Company on 1 April 2016 and 26 May 2016, it has entered into a conditional sale and purchase agreement to sell shares in the capital of Graphmada Mauritius of which the Company is the beneficial holder, representing 93.75% of the issued shares of Graphmada Mauritius to Bass Metals Limited ("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.

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 a general meeting of the Company (the "General Meeting"). The Company is today therefore also posting a circular to Shareholders, convening the General Meeting (the "Circular").

The General Meeting will be held at the offices of Strand Hanson Limited, 26 Mount Row, London W1K 3SQ, at 10.30 a.m. on 29 July 2016, immediately following the Company's annual general meeting at the same venue at 10.00 a.m.

Please refer to the end of this announcement for the list of defined terms and an expected timetable of events.

Enquiries

For further information please visit www.stratminglobal.com or contact:

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1. Introduction

As noted above, the Company today has 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 is set out on page 13 of the Circular issued to Shareholders today.

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).

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 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 through 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.
- j. 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.

Shareholders will find on page 13 of the Circular 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.

The Independent Directors are asking Independent Shareholders to approve the Resolution, further details on which are set out in the Circular.

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.

DEFINITIONS

The following definitions apply throughout this announcement 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 announcement, whose names are set out on page 3 of the Circular
“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
“Circular”	the circular sent to Shareholders dated 7 July 2016
“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
“Euroclear”	Euroclear UK & Ireland Limited, the operator of CREST
“Form of Proxy”	the form of proxy enclosed with the Circular 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 the Circular
“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 announcement, holds 16,813,319 Ordinary Shares, representing 10.31 per cent. of the Ordinary Shares

“Insolvency Event”

in relation to an entity, a person or a party, any one or more of the following events or circumstances:

- (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),

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).

“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 announcement 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 the Circular

“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 Circular
“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 the Circular	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:

- References to time in this announcement 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.