THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this Circular or the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser who is authorised for the purposes of the Financial Services and Markets Act 2000 (as amended) ("FSMA") if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all of your Common Shares, please forward this Circular, but not any of the accompanying personalised documents, 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 have sold or otherwise transferred only part of your holding of Common Shares you should retain these documents.

This document is not a prospectus and does not constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell, otherwise dispose of or issue, or any solicitation of any offer to sell, otherwise dispose of, issue, purchase, otherwise acquire or subscribe for, any security.

Subject to the passing of the Resolutions, application will be made to the FCA for the Placing Shares to be admitted to the premium listing segment of the Official List, and will be made to the London Stock Exchange for the Placing Shares to be admitted to trading on the London Stock Exchange's main market for listed securities. It is expected that Admission of the Placing Shares will become effective, and that dealings on the London Stock Exchange in the Placing Shares will commence, on 22 December 2020.

Capital Limited

(Incorporated in Bermuda, with registered no. 34477)

Approval of Waste Mining Services Contract for Centamin Plc's Sukari gold mine

Approval of Placing

Notice of General Meeting

This document should be read as a whole. Your attention is drawn to the "Letter from the Chairman of Capital Limited" set out in Part I of this document, which includes a unanimous recommendation from the Board that you vote in favour of all of the Resolutions to be proposed at the General Meeting referred to below.

Notice of the General Meeting of the Company convened for 2.00 p.m. Mauritius time (10.00 a.m. GMT) on 21 December 2020 at The CORE, 9th Floor, Ébène Cybercity, Mauritius is set out at the end of this document. As the Company expects significant restrictions on personal movement still to be in place due to COVID-19, it is using the provisions in Bye-law 21.3 of the Company's Bye-Laws to convene the General Meeting as a telephone conference meeting. Dial-in numbers and the access code for the conference call are set out in the Notice of the General Meeting at the end of this document. **Shareholders should note that they will not be able vote via the conference call and that if they wish to vote on the Resolutions they must vote by proxy.** In light of the prevailing guidance in relation to the COVID-19 outbreak and specifically the restrictions on unnecessary travel and large gatherings, the General Meeting will be convened with the minimum quorum of Shareholders (which will be facilitated by the Company's management) in order to conduct the business of the meeting. **Therefore, instead of attending the General Meeting, the Board urges Shareholders to vote by proxy on the Resolutions as early as possible. The Board strongly recommends that Shareholders appoint the Chairman of the General Meeting as their proxy. In the interests of safety, any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.** The Company will continue to monitor closely the developing impact of COVID-19, including the latest guidance. Should it become appropriate to revise the current arrangements for the General Meeting, any such changes will be notified to Shareholders through our website at www.capdrill.com and, where appropriate, by announcement made by the Company to a Regulatory Information Service.

A Proxy Form for use at the General Meeting is enclosed. To be valid, the accompanying Proxy Form for use at the General Meeting must be completed, signed and returned as soon as possible but, in any event, so as to be received by no later than 10.00 a.m. GMT on 19 December 2020. Proxies must be submitted either by email to andre.koekemoer@capdrill.com or by mail to the Company Secretary, André Koekemoer, at Capital Limited, The CORE, 9th Floor, Ébène CyberCity, Mauritius. For Depositary Interest holders a Form of Instruction for use at the General Meeting is enclosed. Votes may also be submitted by using the CREST electronic proxy appointment service. A summary of the action to be taken by holders of Common Shares is set out on pages 17 to 18 of this document and in the accompanying Notice of General Meeting.

For a discussion of certain risk factors which should be taken into account when considering what action you should take in connection with the General Meeting, see the "Risk Factors" set out in Part III of this document.

Joh. Berenberg, Gossler & Co. KG, London Branch ("**Berenberg**"), which is regulated by the German Federal Financial Supervisory Authority (BaFin) and subject to limited regulation by the FCA in the United Kingdom, is acting as Sponsor exclusively for Capital and no-one else in connection with this document and will not regard any other person (whether or not a recipient of this document) as a client of Berenberg in relation to this document or any matter or arrangement referred to in, or information contained in, this document and will not be responsible for providing the protections afforded to Berenberg's clients nor for giving advice in relation to this document or any matter or arrangement referred to or information contained in this document.

Tamesis Partners LLP ("**Tamesis**"), which is authorised and regulated by the FCA in the United Kingdom, is acting exclusively for Capital and no-one else in connection with this document and will not regard any other person (whether or not a recipient of this document) as a client of Tamesis in relation to this document or any matter or arrangement referred to in, or information contained in, this document and will not be responsible for providing the protections afforded to Tamesis's clients nor for giving advice in relation to this document or any matter or arrangement referred to or information contained in this document. Tamesis is not acting as Sponsor to the Company.

Copies of this document are available free of charge from the Company's registered office during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) up to and including the date of the General Meeting, as well as on the Company's website, www.capdrill.com.

TABLE OF CONTENTS

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Each of the times and dates in the table below is indicative only and may be subject to change.

	2020
Publication of this Circular	4 December
Latest time and date for receipt of Forms of Instruction or CREST voting instructions for Depositary Interest holders	10.00 a.m. GMT on 16 December
Latest time and date for receipt of the Forms of Proxy for use at the General Meeting	10.00 a.m. GMT on 19 December
General Meeting	2.00 p.m. Mauritius time (10.00 a.m. GMT) on 21 December
Expected date of Admission and commencement of dealings in the Placing Shares on the London Stock Exchange	22 December

Notes:

1 If any of the above times and/or dates change, the revised times and/or dates will be notified to Shareholders by an announcement through the Regulatory Information Service of the London Stock Exchange.

2 All times shown in this document are London times unless otherwise stated.

PLACING STATISTICS

Placing Price	58.0 pence
Number of Common Shares in issue at the date of this document	136,980,903
Number of Placing Shares[1]	51,800,000
Enlarged Share Capital immediately following the issue of the Placing Shares[1,2]	188,780,903
Placing Shares as a percentage of the Enlarged Share Capital[1,2]	27.4 per cent.
Gross proceeds of the Placing[1]	£30.0 million
Estimated net proceeds of the Placing (after deduction of expenses)[1]	£27.9 million

Notes:

1. Issue of the Placing Shares is conditional, inter alia, upon the Resolutions being passed at the General Meeting.

2. Assuming that no further Common Shares are issued as a result of the exercise of any options under any share plan, or otherwise, between the date of this document and the relevant time.

IMPORTANT INFORMATION

Forward-looking statements

This document includes forward-looking statements. The words "believe", "anticipate", "expect", "intend", "aim", "plan", "predict", "continue", "assume", "positioned", "may", "will", "should", "shall", "risk" and other similar expressions that are predictions of or indicate future events and future trends identify forward-looking statements. These forward-looking statements include all matters that are not current or historical facts. In particular, the statements of the Company regarding the Company's strategy, future financial position and other future events or prospects are forward-looking statements. These forward-looking statements also include statements regarding the intentions, belief or current expectations of the Directors, the Company or the Group concerning, among other things, the results of operations, expectations in respect of the Sukari Contract and the Group's other contracts, prospects, growth and strategies of the Group. By their nature, forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the control of the Group, which could cause the actual results of the Group to differ materially from those indicated in any such statements. Such factors include, but are not limited to, poor investment performance, the inability of the Group to obtain favourable funding, the potential illiquidity of assets, commodity price performance (including, in particular, the gold price) the Group's indebtedness, increased competition, fluctuations in currency exchange rates, failure to attract and retain key personnel, risks associated with reliance on key customers and counterparty default, adverse regulatory developments or changes in government policy, misconduct of employees, changes in laws, third party litigation risk, failure to obtain necessary regulatory consent, legal proceedings and/or termination of any contract. Shareholders should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors that are in many cases beyond the control of the Group. By their nature, forward-looking statements involve risks and uncertainties because such statements relate to events and depend on circumstances that may or may not occur in the future.

Forward-looking statements are not indicative of future performance and the actual results of operations and the financial condition of the Group, and the development of the industry in which the Group operates, may differ materially from those made in or suggested by the forward-looking statements contained in this document. Important risk factors which may cause actual results to differ include, but are not limited to, those described in Part III (*Risk Factors*) of this document.

These forward-looking statements reflect the Company's judgement at the date of this document and are not intended to give any assurances as to future results. To the extent required by the Listing Rules, the Disclosure Guidance and Transparency Rules and other applicable regulations, the Company will update or revise the information in this document. Otherwise, the Company undertakes no obligation to update or revise any forward-looking statements, and will not publicly release any revisions it may make to these forward-looking statements that may result from events or circumstances arising after the date of this document. The Company will comply with its obligations to publish updated information as required by law or by any regulatory authority but assumes no further obligation to publish additional information.

The cautionary statements set out above should be considered in connection with any subsequent written or oral forward-looking statements that the Company, the Group, or persons acting on its or their behalf, may issue. However, no cautionary statement set out above seeks to qualify or should be treated as qualifying the working capital statement set out in paragraph 9 of Part IV (*Additional Information*) of this document.

No profit forecasts or estimates

Unless otherwise stated, no statement in this document is intended as a profit forecast or estimate for any period.

General

Shareholders should only rely on the information contained in this document. No person has been authorised to give any information or make any representations other than those contained in this document and, if given or made, such information or representation must not be relied upon as having been so authorised by the Company, the Directors or the Joint Bookrunners. No representation or warranty, express or implied, is made by Berenberg or Tamesis as to the accuracy or completeness of such information, and nothing contained in this document is, or shall be relied upon as, a promise or representation by Berenberg or Tamesis as to the past, present or future.

The Company will update the information provided in this document by means of a supplementary circular if a significant new factor, material mistake or inaccuracy arises or is noted relating to the information included in this document. Any supplementary circular will be subject to approval by the FCA and will be made public in accordance with the Listing Rules. The Company will comply with its obligation to publish supplementary circulars containing further updated information required by law or by any regulatory authority but assumes no further obligation to publish additional information.

Rounding

Percentages and certain amounts included in this document have been rounded for ease of presentation. Accordingly, figures shown as totals in certain tables may not be the precise sum of the figures that precede them.

Currencies

Unless otherwise indicated in this document:

- all references to "pounds sterling", "£" or "pence" are to the lawful currency of the UK; and
- all references to "dollar", "$" or "cents" are to the lawful currency of the United States.

Unless otherwise indicated, the financial information contained in this document has been expressed in pound sterling. The Group presents its financial statements in United States Dollars.

The following foreign exchange rates have been used in this document:

British Pounds Sterling to US Dollars – 1.3347

US Dollars to Zambian Kwacha – 21.0250

US Dollars to Tanzanian Shillings – 2,318.3100

US Dollars to Mauritanian Ouguiya – 41.6889

No incorporation by reference of website information

Unless otherwise specified in this document, neither the content of the Company's website, nor the content of any document or website accessible from hyperlinks on the Company's website, is incorporated into, or forms part of, this document and Shareholders should not rely on them.

Defined terms

Certain terms used in this document are defined as set out in the section headed "Definitions" of this document.

All times referred to in this document are, unless otherwise stated, references to London time.

Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine or neutral gender.

DIRECTORS, COMPANY SECRETARY, REGISTERED OFFICE AND ADVISERS

DIRECTORS	**Jamie Phillip Boyton** *(Executive Chairman)* **Brian Rudd** *(Executive Director)* **David Gary Abery** *(Senior Independent Non-Executive Director)* **Alexander John Davidson** *(Independent Non-Executive Director)* **Michael Ian Rawlinson** *(Independent Non-Executive Director)*
SENIOR MANAGERS	**André Tertius Koekemoer** *(Chief Financial Officer)* **Jodie Raymond North** *(Chief Operating Officer)* **Jeffrey Arnold Court** *(Chief Development Officer – Mining)* **David Regan Payne** *(Executive, Commercial)* **Richard William Robson** *(Executive, Corporate Development)*
REGISTERED OFFICE	Victoria Place, 5th Floor 31 Victoria Street Hamilton HM 10, Bermuda
COMPANY SECRETARY	André Koekemoer
SPONSOR AND JOINT BOOKRUNNER	Joh. Berenberg, Gossler & Co. KG, London Branch 60 Threadneedle Street London EC2R 8HP United Kingdom
JOINT BOOKRUNNER	Tamesis Partners LLP 125 Old Broad Street London EC2N 1AR United Kingdom
LEGAL ADVISER TO THE COMPANY AS TO ENGLISH LAW	Memery Crystal LLP 165 Fleet Street London EC4A 2DY United Kingdom
LEGAL ADVISER TO THE COMPANY AS TO BERMUDIAN LAW	Walkers (Bermuda) Limited Park Place, 55 Par La Ville Road, Third Floor Hamilton HM 11 Bermuda
LEGAL ADVISER TO THE SPONSOR AND JOINT BOOKRUNNERS	Fieldfisher LLP Riverbank House 2 Swan Lane London EC4R 3TT United Kingdom
AUDITORS	BDO LLP 55 Baker Street Marylebone London W1U 7EU United Kingdom
REPORTING ACCOUNTANT	Deloitte LLP 1 New Street Square London EC4A 3HQ United Kingdom
REGISTRAR	Computershare Investor Services (Jersey) Limited 13 Castle Street St. Helier Jersey JE1 1ES

DEFINITIONS

The following definitions apply throughout this Circular and the accompanying Proxy Form unless the context otherwise requires.

"**Admission**"	admission of the Placing Shares to the premium listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities becoming effective in accordance with, respectively, the Listing Rules and the Admission and Disclosure Standards;
"**Admission and Disclosure Standards**"	the rules published by the London Stock Exchange containing, amongst other things, the admission requirements to be observed by companies seeking admission to trading on the London Stock Exchange's main market for listed securities;
"**Amended Sukari Drilling Contract**"	the drilling services contract dated 1 October 2018 between Sukari Gold Mines and Capital Egypt, as subsequently amended and as further amended on 1 December 2020, details of which are set out in Part II (*Information About the Contracts with Sukari Gold Mines)* of this document;
"**Berenberg**"	Joh. Berenberg, Gossler & Co. KG, London Branch, acting as Sponsor and Joint Bookrunner to the Company in relation to this document, the Placing (excluding the Subscription Shares) and the matters and arrangements set out herein;
"**Bermuda Companies Act**"	the Companies Act 1981 of Bermuda as amended, re-enacted and consolidated from time to time;
"**Bye-Laws**"	the bye-laws of the Company in force at the date of this document;
"**Capital Egypt**"	Capital Drilling (Egypt) LLC, a subsidiary of the Company;
"**COVID-19**"	the Corona Virus Disease 2019 as designated by the World Health Organization;
"**Centamin**"	Centamin plc;
"**certificated**" or "**in certificated form**"	in certificated form (that is, not in CREST);
"**Circular**" or this "**document**"	this document;
"**Common Shares**"	common shares of USD0.0001 in the capital of the Company;
"**Company**" or "**Capital**"	Capital Limited, an exempted company incorporated in Bermuda with registered number 34477 and with its registered office at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda;
"**CREST**"	the relevant system (as defined in the Regulations) in respect of which Euroclear is the operator (as defined in the Regulations);
"**CREST Proxy Instruction**"	the form of appointment of proxy to vote through the Euroclear system;
"**Depositary Interests**"	depositary interests issued in respect of Common Shares;
"**Directors**" or the "**Board**"	the directors of the Company whose names are set out on page 11 of this document;
"**Early Works MOU**"	the memorandum of understanding dated 1 December 2020 between Capital Egypt and Sukari Gold Mines, replacing a previous memorandum of understanding between the parties dated 8 October 2020, pursuant to which *inter alia* Capital Egypt agreed to acquire certain equipment and undertake certain other preparatory activities in anticipation of the Sukari Contract being agreed;

"**Enlarged Share Capital**"	the 188,780,903 Common Shares in issue immediately following Admission, including the Placing Shares, and assuming no other Common Shares are issued between the date of this document and Admission;
"**Equipment**"	the equipment required to fulfil the Sukari Contract and the Amended Sukari Drilling Contract, as set out in Part II (*Information About the Contracts with Sukari Gold Mines*) of this document;
"**Euroclear**"	Euroclear UK & Ireland Limited;
"**Existing Common Shares**"	the 136,980,903 Common Shares in issue as at the date of this document;
"**FCA**"	the UK Financial Conduct Authority;
"**Form of Instruction**"	the Form of Instruction for use by Depositary Interest holders in connection with the General Meeting;
"**Founder Shareholders**"	each of Craig Burton, Brian Rudd, Jamie Boyton and James Armitage, being the founder shareholders of the Company;
"**FSMA**"	the UK Financial Services and Markets Act 2000, as amended from time to time;
"**General Meeting**"	the general meeting of the Company convened for the purpose of considering the Resolutions to be held at 2.00 p.m. Mauritius time (10.00 a.m. GMT) on 21 December 2020, notice of which is set at the end of this Circular, or any adjournment of such meeting;
"**GMT**"	Greenwich Mean Time;
"**Group**"	the Company and its subsidiaries and "**member of the Group**" shall be construed accordingly;
"**Independent Directors**"	each of the Directors other than Jamie Boyton;
"**Joint Bookrunners**"	each of Berenberg and Tamesis who have been appointed by the Company as Joint Bookrunners to the Placing (excluding the Subscription Shares);
"**Latest Practicable Date**"	3 December 2020;
"**Listing Rules**"	the Listing Rules of the FCA under the FSMA;
"**London Stock Exchange**"	London Stock Exchange plc;
"**Notice**"	the notice of General Meeting, which is set out at the end of this Circular;
"**OEM**"	original equipment manufacturer;
"**Official List**"	the Official List of the FCA;
"**Parent Company Guarantee**"	a parent company guarantee of Capital Egypt's obligations under the Sukari Contract, in the form appended to the Sukari Contract, details of which are set out in paragraph 2.13 of Part II (*Information About the Contracts with Sukari Gold Mines*) of this document;
"**Placing**"	the conditional placing of the Placing Shares (excluding the Subscription Shares) by the Joint Bookrunners as agents for the Company at the Placing Price pursuant to the terms of the Placing Agreement, and of the Subscription Shares at the Placing Price by the Company;

"**Placing Agreement**"	the placing and sponsor agreement between the Company, Berenberg and Tamesis dated 2 December 2020 in connection with the Placing (excluding the Subscription Shares) and Admission;
"**Placing Price**"	58.0 pence per Placing Share;
"**Placing Shares**"	51,800,000 new Common Shares, being the 50,081,552 new Common Shares placed by the Joint Bookrunners pursuant to the Placing and the 1,718,448 Subscription Shares;
"**Prospectus**"	the simplified prospectus published by the Company on 4 December 2020 in connection with Admission, a copy of which is available on the Company's website, www.capdrill.com;
"**Proxy Form**"	the Proxy Form accompanying this document for use by Shareholders in connection with the General Meeting;
"**Regulations**"	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755);
"**Registrar**"	Computershare Investor Services (Jersey) Limited, 13 Castle Street, St Helier, Jersey, Channel Islands JE1 1ES;
"**Relationship Agreement**"	the relationship agreement dated 2 June 2010 between the Company and the Founder Shareholders, details of which are set out in paragraph 7.6 of Part IV (*Additional Information*) of this document;
"**Resolutions**"	the resolutions to be proposed at the General Meeting, as set out in the Notice at the end of this document;
"**Senior Managers**"	the senior managers of the Company whose names are set out on page 36 of this document;
"**Shareholders**"	holders of Common Shares;
"**Sponsor**"	Berenberg, acting in its capacity as sponsor to the Company for the purposes of section 88 of FSMA;
"**Subscription Shares**"	the 1,718,448 new Common Shares subscribed in the Placing by certain investors directly with the Company;
"**subsidiary**"	as defined in section 1159 of the UK's Companies Act 2006;
"**Sukari Contract**"	the open pit waste mining services contract dated 1 December 2020 between Capital Egypt and Sukari Gold Mines, the operating company for Centamin's principal asset, the Sukari gold mine in Egypt;
"**Sukari Gold Mines**"	Sukari Gold Mines, a subsidiary of Centamin Plc and the operating company for Centamin's Sukari gold mine in Egypt;
"**Tamesis**"	Tamesis Partners LLP, Joint Bookrunner to the Company;
"**UK**" or "**United Kingdom**"	the United Kingdom of Great Britain and Northern Ireland; and
"**uncertificated form**"	held in uncertificated form in CREST and title to which, by virtue of the Regulations may be transferred by means of CREST.

All references to Common Shares, Equity Securities, shares and treasury shares in this document shall be deemed to include any corresponding depository interests.

PART I

LETTER FROM THE CHAIRMAN OF CAPITAL LIMITED

Capital Limited

(a company incorporated in Bermuda with registered no. 34477)

Directors:
Jamie Phillip Boyton *(Executive Chairman)*
Brian Rudd *(Executive Director)*
David Gary Abery *(Senior Independent Non-Executive Director)*
Alexander John Davidson *(Independent Non-Executive director)*
Michael Ian Rawlinson *(Independent Non-Executive Director)*

Registered and Head Office:
Victoria Place, 5th Floor
31 Victoria Street
Hamilton, HM 10
Bermuda

4 December 2020

To the Shareholders

Dear Shareholder,

Approval of Waste Mining Services Contract for Centamin Plc's Sukari gold mine
Approval of Placing
Notice of General Meeting

1 Introduction

On 2 December 2020, Capital announced that its subsidiary, Capital Egypt, had entered into an open pit waste mining services contract with Sukari Gold Mines, the operating company for Centamin's principal asset, the Sukari gold mine in Egypt, and had also agreed to amend and extend the term of its existing drilling services agreement at the Sukari gold mine. In order to fulfil its anticipated obligations under the Sukari Contract and the Amended Sukari Drilling Contract, the Group is expanding its current fixed asset base by acquiring certain equipment, detail of which is set out in Part II (*Information About the Contacts with Sukari Gold Mines*) of this document (the "**Equipment**").

Entry into the Sukari Contract by Capital Egypt, and a Parent Company Guarantee to be given by the Company in relation to the Sukari Contract, each constitute a Class 1 transaction pursuant to Listing Rule 10.5.1R on the basis of the anticipated expenditure on Equipment for the purposes of the Sukari Contract and the nature of the Parent Company Guarantee respectively. Accordingly, the Sukari Contract is conditional upon the approval of Shareholders and the Parent Company Guarantee will not be provided unless it is approved by Shareholders. Further details of the Sukari Contract and the Parent Company Guarantee are set out in Part II (*Information About the Contracts with Sukari Gold Mines*) of this document.

The Company also announced on 3 December 2020 that it had conditionally raised approximately £30.0 million (approximately USD40.0 million) (before expenses) by way of a Placing of 51,800,000 new Common Shares with existing and new institutional and other investors. The allotment and issue of the Placing Shares pursuant to the Placing is conditional *inter alia* upon the approval of Shareholders. The Sukari Contract is also conditional upon completion of the Placing.

The net proceeds to be raised by way of the Placing are expected to be approximately £27.9 million. The amount of £8.5 million, being approximately 30.7 per cent. of the expected net proceeds of the Placing, will be applied towards the purchase of further equipment in order to fulfil Capital Egypt's obligations under the Sukari Contract and the Amended Sukari Drilling Contract, with the balance being used for general corporate purposes.

The purpose of this Circular is to: (i) provide Shareholders with details of the Sukari Contract, the Parent Company Guarantee, the Amended Sukari Drilling Contract, the anticipated Equipment purchases and the Placing; (ii) explain why the Board considers the Sukari Contract, the Parent Company Guarantee, the Amended

Sukari Drilling Contract, the anticipated Equipment purchases and the Placing to be in the best interests of the Company and its Shareholders as a whole; and (iii) explain why the Board unanimously recommends that Shareholders vote in favour of all of the Resolutions to approve the Sukari Contract, the Parent Company Guarantee and the Placing.

Shareholders should note that the Resolution to approve the Sukari Contract and the Parent Company Guarantee is conditional upon the passing of the Resolutions to approve the Placing, and the Resolutions to approve the Placing are conditional upon the passing of the Resolution to approve the Sukari Contract and the Parent Company Guarantee. If any of the Resolutions are not passed then the Sukari Contract would terminate and the Placing would not complete. Accordingly, it is very important that Shareholders vote in favour of all of the Resolutions so that the Sukari Contract and the Parent Company Guarantee are approved and the Placing can proceed.

The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be fully funded from a combination of a committed OEM facility from Sandvik and either a further OEM facility with Epiroc (which is currently at an advanced stage of negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources.

Shareholders should read the whole of this document and not just rely on the summarised information set out in this letter.

2 Information on the Group

The Group provides full-service mining, drilling, maintenance and geochemical analysis solutions to customers within the global minerals industry. Services span the mining cycle, from initial exploration drilling to mine site services across drilling and earthmoving, providing customers with a fully integrated mining services solution. Capital focuses on the African markets, with well-established operations across East Africa and a substantial presence in the high-growth West African region.

During 2019, the Group expanded its services to include load and haul for mining clients, enabling it to offer a fully integrated mining service. As a result of this shift towards becoming a full-service provider, the Group rebranded from Capital Drilling to Capital Limited in June 2020. Under this rebranding, 'Capital Drilling' has been retained for all drilling-specific activity, while 'Capital Mining' is used for broader mining services contracts. The Group also includes its mineral analytic business, MSALABS, its well-established downhole survey business, Well Force, and its newly established maintenance services business, Mine Site Maintenance.

The Group currently has several multi-year contracts including eight drilling contracts with clients with established mine sites and one ancillary mining services contract. In addition, the Group has a number of shorter term drilling contracts with exploration companies.

The Group has also selectively engaged in direct investments for several years, based on a set of investment criteria predicated on a strategic alignment with the Group's broader operations. Currently, the Group's portfolio includes both investments held in publicly traded equities and investments in private companies.

3 Background to and reasons for entry into the Sukari Contract and the Placing

Following a competitive tender process, Capital Egypt has been awarded an open pit waste mining services contract with Sukari Gold Mines which was signed on 1 December 2020, conditional only on the necessary approval of Shareholders and completion of the Placing.

Centamin is a large gold mining company listed in London and Toronto. Centamin's principal asset, the Sukari gold mine, is a long-life, bulk tonnage open pit and underground operation jointly held as part of a concession agreement with the Egyptian Mineral Resources Authority (EMRA). It began production in 2009, is the first large scale modern gold mine in Egypt and is a major producing gold mine, expected to produce in excess of 400,000 ounces of gold in 2021 with mineral resources of 10.3 million ounces of gold. The Group currently provides blasthole, grade control and delineation drilling services to Centamin at the Sukari gold mine under an existing long-term contract.

The new Sukari Contract expands the services that the Group will provide at the Sukari gold mine to also include load, haul and ancillary services over a four-year period, expected to commence in January 2021. Overall, the value (by reference to the potential revenue to the Group) of the Sukari Contract and the additional revenue under the Amended Sukari Drilling Contract is estimated by the Directors to be between USD235m to USD260m. This revenue estimate is based on Centamin's current expected mine plan, which may be subject to change, and with reference to the fee mechanics set out in the Sukari Contract further described in Part II (*Information About the Contracts with Sukari Gold Mines*) of this document. In order to fulfil its anticipated obligations under the Sukari Contract and the Amended Sukari Drilling Contract, Capital Egypt is investing in further equipment, detail of which is set out in Part II (*Information About the Contracts with Sukari Gold Mines*) of this document. The incremental capex required by the Group to service the Sukari Contract and the Amended Sukari Drilling Contract is estimated by the Directors to be approximately USD41m.

The purchase of the equipment not already owned by the Group will be financed through a combination of the net proceeds of the Placing and drawdown under OEM finance facilities and asset backed loan facilities, some of which are subject to negotiation. At the date of this document, an OEM facility with Sandvik for USD8.5million has been agreed and is committed and an OEM facility with Epiroc is awaiting final credit approval with documentation in near final form. In addition, the Company is currently in advanced discussions with respect to further asset backed facilities and as at the date of this document, non-binding commercial indications have been received from two debt providers. If the Epiroc OEM facility was not secured then the Group could acquire the Epiroc equipment from its existing resources. If an additional asset backed loan facility is not agreed, the Company could switch to an operating model focussed on leasing and/or hiring the additional equipment required but ultimately, if sufficient equipment cannot be procured through alternative means, including the Group's existing resources, then Sukari Gold Mines would have the right to terminate the Sukari Contract and/or Capital Egypt would be in default of the Sukari Contract.

Capital Egypt has commenced purchasing certain equipment and is intending to purchase more for the purposes of the Sukari Contract and the Amended Sukari Drilling Contract. Group cashflow supplemented by funds received from the initial tranche of an asset backed loan facility with Macquarie Bank have been used for these purchases to date.

All key items of equipment will require deposits of up to 20% to be paid in advance. Deposits yet to be placed will be paid from the net proceeds of the Placing. Purchases of certain ancillary equipment together with working capital funding will also come from the net proceeds of the Placing.

Under the terms of the Sukari Contract, Capital Egypt is obliged to procure that Capital provides a duly executed Parent Company Guarantee of Capital Egypt's obligations under the Sukari Contract on or before 31 December 2020, further details of which are set out in paragraph 2.13 of Part II (*Information About the Contracts with Sukari Gold Mines*) of this document.

Resolution 1 to be proposed at the General Meeting will seek Shareholder approval of the Sukari Contract and the Parent Company Guarantee for the purposes of Listing Rule 10.5.1R. Resolution 1 is also conditional on Resolutions 2 and 3 to approve the Placing being passed, and the Sukari Contract is conditional upon Resolution 1 being passed and the Placing completing.

The Board considers the Sukari Contract to be an important and positive element of the Group's expansion of its services to include earthmoving and therefore to provide fully integrated mining services for its clients. If any of the Resolutions are not passed at the General Meeting then the Sukari Contract will terminate and the Group will have to seek and tender for other opportunities to expand in this area.

Pursuant to the terms and conditions of the Placing Agreement entered into between the Company and the Joint Bookrunners, the Joint Bookrunners have procured subscribers for the Placing Shares (other than the Subscription Shares) at the Placing Price. In addition, the Company has conditionally agreed to issue the Subscription Shares to certain investors at the Placing Price as part of the Placing. The net proceeds of the Placing will be approximately £27.9 million (USD37.2 million). The Placing (other than the Subscription Shares) is fully underwritten by Berenberg at the Placing Price.

The investors in the Placing include certain existing Shareholders of the Company and new investors, being institutional investors and other qualifying investors. In addition, as part of the Placing, Jamie Boyton, the Company's Executive Chairman, has agreed to subscribe for 1,293,103 Placing Shares, David Abery, Non-Executive Director, has agreed to subscribe for 172,414 Placing Shares, Michael Rawlinson, Non-Executive Director, has agreed to subscribe for 86,207 Placing Shares and Alexander Davidson, Non-Executive Director, has agreed to subscribe for 50,000 Placing Shares, in each case at the Placing Price.

The allotment and issue of the Placing Shares requires the approval of Shareholders. Resolutions 2 and 3 to be proposed at the General Meeting will seek Shareholder approval of the allotment and issue of the Placing Shares. Resolutions 2 and 3 are conditional upon Resolution 1 being passed, and accordingly if the Sukari Contract is not approved by Shareholders the Placing will not complete.

If any of the Resolutions are not passed at the General Meeting then the Placing will not proceed and the Placing Shares will not be issued and no funds will be raised under the Placing, but the Company would still incur some of the advisory and other costs of the Placing. In addition, the Sukari Contract would terminate. Accordingly, it is very important that Shareholders vote in favour of all of the Resolutions so that the Sukari Contract and the Parent Company Guarantee are approved and the Placing can proceed.

The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be fully funded from a combination of a committed OEM facility from Sandvik and either a further OEM facility with Epiroc (which is currently at an advanced stage of negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources.

The Placing Shares will be credited as fully paid and will rank *pari passu* in all respects with the existing Common Shares, including the right to receive all dividends and other distributions declared, made or paid on the existing Common Shares. The Placing Shares may be held in certificated form or in uncertificated form via depositary interests.

Conditional, *inter alia*, on the Resolutions being passed at the General Meeting, the Placing Shares will be allotted and issued immediately following the General Meeting on 21 December 2020 (or, if the General Meeting is adjourned, such later date as the General Meeting is adjourned to) and application will be made to the FCA for the Placing Shares to be admitted to the Premium Listing Segment of the Official List and to the London Stock Exchange for the Placing Shares to be admitted to trading on the London Stock Exchange's main market for listed securities. Subject, *inter alia*, to the passing of the Resolutions at the General Meeting, it is expected that Admission of the Placing Shares will become effective and that dealings in the Placing Shares will commence on the London Stock Exchange at 8.00 a.m. on 22 December 2020.

Under the terms of the Placing Agreement, the obligations of the Joint Bookrunners are subject to certain conditions, including: (i) the passing of the Resolutions; and (ii) Admission occurring at or before 8.00 a.m. on 22 December 2020 (or such later time and/or date as the Company and the Joint Bookrunners may agree, being not later than 31 December 2020). In addition, the Joint Bookrunners are entitled, at any time before Admission, to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including if:

(a) the Company breaches the terms of the Placing Agreement or the rules and regulations of the FCA and/or the London Stock Exchange;

(b) any statement contained in this document and/or the Prospectus was untrue, incorrect or misleading at the date of such document or any statement contained in those documents becomes untrue, incorrect or misleading in any respect in which either Joint Bookrunner considers to be material in the context of the Placing and/or Admission;

(c) any of the warranties given by the Company in the Placing Agreement are untrue or inaccurate in any respect; or

(d) in the opinion of either of the Joint Bookrunners there shall have occurred a material adverse change (as such term is defined in the Placing Agreement).

Further details of the Placing Agreement are set out in paragraph 7.1 of Part IV (*Additional Information*) of this document.

The Board considered various forms of financing for the Equipment and, in light of market conditions, the time available and the desire of the Company and Centamin to move forward expeditiously with the Sukari Contract, the Board believes that carrying out the Placing on a non-pre-emptive basis is the most suitable, certain and cost-effective option in conjunction with available and proposed debt financing and OEM financing.

4 General Meeting

As the Company expects significant restrictions on personal movement still to be in place due to COVID-19, it is using the provisions in Bye-law 21.3 of the Bye-Laws to convene the General Meeting as a telephone conference

meeting. Dial-in numbers and the access code for the conference call are set out in the Notice of the General Meeting at the end of this document. **Shareholders should note that they will not be able vote via the conference call and that if they wish to vote on the Resolutions they must vote by proxy.**

In light of the prevailing guidance in relation to the COVID-19 outbreak and specifically the restrictions on unnecessary travel and large gatherings, the General Meeting will be convened with the minimum quorum of Shareholders (which will be facilitated by the Company's management) in order to conduct the business of the meeting. **Therefore, instead of attending the General Meeting, the Board urges Shareholders to vote by proxy on the Resolutions as early as possible. The Board strongly recommends that Shareholders appoint the Chairman of the General Meeting as their proxy. In the interests of safety, any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.** The Company will continue to monitor closely the developing impact of COVID-19, including the latest guidance. Should it become appropriate to revise the current arrangements for the General Meeting, any such changes will be notified to Shareholders through our website at www.capdrill.com and, where appropriate, by announcement made by the Company to a Regulatory Information Service.

A Proxy Form for use at the General Meeting is enclosed. To be valid, the Proxy Form must be completed, signed and returned as soon as possible but, in any event, so as to be received by no later than 10.00 a.m. GMT on 19 December 2020. Proxies must be submitted either by email to andre.koekemoer@capdrill.com or by mail to the Company Secretary, André Koekemoer, at Capital Ltd, The CORE, 9th Floor, Ébène CyberCity, Mauritius. A Form of Instruction for use by Depositary Interest holders is also enclosed. A summary of the action to be taken by Shareholders is set out in paragraph 9 below and in the accompanying Notice of General Meeting.

5 Resolutions

The purpose of the General Meeting is to consider and, if thought fit, to pass the necessary Resolutions to approve the Sukari Contract, the Parent Company Guarantee and the Placing.

In summary, the Resolutions seek the following approvals of Shareholders:

(a) **Resolution 1**, which will be proposed as an ordinary resolution, and is conditional on the passing of Resolutions 2 and 3, is a resolution to approve: (i) the Sukari Contract, and (ii) the Parent Company Guarantee, in each case as a Class 1 transaction for the purposes of Listing Rule 10.5.1R;

(b) **Resolution 2**, which will be proposed as an ordinary resolution, and is conditional on the passing of Resolution 1, is a resolution generally and unconditionally to authorise the Directors for the purposes of Bye-law 6.1 of the Bye-Laws to allot and issue the Placing Shares, representing approximately 37.8 per cent. of the Existing Common Shares at the Latest Practicable Date. Such authority is in addition to any other existing authorities granted under Bye-law 6.1 and will lapse on the date six months from the passing of Resolution 2; and

(c) **Resolution 3**, which will be proposed as a special resolution, and is conditional on the passing of Resolutions 1 and 2, is a resolution generally and unconditionally to authorise the Directors for the purposes of Bye-law 6.3 of the Bye-Laws to allot and issue the Placing Shares for cash other than on a pre-emptive basis, with the Placing Shares representing approximately 37.8 per cent. of the Existing Common Shares at the Latest Practicable Date. Such authority is in addition to any other existing authorities granted under Bye-law 6.3 and will lapse on the date six months from the passing of Resolution 3.

Please note that this is not the full text of the Resolutions and it should be read in conjunction with the full Notice of the General Meeting included at the end of this document. If all of the Resolutions are passed then the Directors will use their authority under Resolutions 2 and 3 to allot and issue the Placing Shares.

The Board considers the Sukari Contract to be an important and positive element of the Group's expansion of its services to include earthmoving and therefore to provide a fully integrated suite of mining services for its clients. If any of the Resolutions are not passed at the General Meeting then the Sukari Contract will terminate and the Group will have to seek and tender for other opportunities to expand in this area.

6 Importance of Resolutions

Shareholders should note that the Resolution to approve the Sukari Contract and the Parent Company Guarantee is conditional upon the passing of the Resolutions to approve the Placing, and the Resolutions to approve the

Placing are conditional upon the passing of the Resolution to approve the Sukari Contract and the Parent Company Guarantee.

If any of the Resolutions are not passed at the General Meeting then the Placing will not proceed, the Placing Shares will not be issued and no funds will be raised under the Placing, but the Company would still incur some of the advisory and other costs of the Placing.

In addition, the Sukari Contract is conditional upon the approval of such contract and the Parent Company Guarantee by Shareholders for the purposes of Listing Rule 10.5.1R and completion of the Placing, in each case on or before 31 December 2020 (or such later date as Sukari Gold Mines and Capital Egypt may agree). Accordingly, if any of the Resolutions are not passed or the Placing otherwise does not complete then upon such date the Sukari Contract would terminate.

For these reasons, the Board considers that it is very important that Shareholders vote in favour of all of the Resolutions in order that the Placing can proceed and the Sukari Contract is approved and becomes unconditional.

The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be fully funded from a combination of a committed OEM facility from Sandvik and either a further OEM facility with Epiroc (which is currently at an advanced stage of negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources.

7 Risk factors

Shareholders should consider fully and carefully the risk factors associated with the Company, the Sukari Contract and the Parent Company Guarantee. Your attention is drawn to the risk factors set out in Part III (*Risk Factors*) of this document.

8 Trends

Drilling Services

8.1 The Group measures the operational performance of its drilling business by reference to Average Revenue Per Operating Rig ("**ARPOR**") expressed as USD per month and the average percentage utilisation over the period of the rigs in the overall fleet.

8.2 The Group reported an ARPOR of USD170,000 and a utilisation rate of 57% for the six months ending 30 June 2020, a decrease of 3% and an increase of 6% respectively on the reported ARPOR of USD176,000 and utilisation of 54% for the year ending 31 December 2019. For the year ending 31 December 2018, the Group reported ARPOR of USD194,000 and utilisation of 51%.

8.3 The recent trend in ARPOR reflects the growing contribution of exploration contracts which operate more typically on a single shift basis (as opposed to double shift).

8.4 Utilisation is trending in line with the increased activity driven by the higher gold price and increased capital raisings, as described below. In addition, over 2018 and 2019 the Group strategically moved many of its unutilised rigs to West Africa to take advantage of the increased level of activity in this region.

8.5 Overall, the business increased its average rig count by 8% from 92 for the year ending 31 December 2019 to 99 for the six months ending 30 June 2020 principally reflecting requirements for additional rigs to fulfil scope extensions at several of the Group's mine site based contracts.

Non-Drilling Services

8.6 Non-drilling revenue represented 11% of reported revenue for the six months ending 30 June 2020, an increase from 5% for the same period in 2019. This is predominantly driven by the growth of both MSA and the new Capital Mining division. The Sukari Contract is an important new contract for the Capital Mining division as it expands the Group's provision of mining services beyond drilling to load and haul services.

Group Revenue

8.7 The Group reported revenue of USD65.1m for the six months ending 30 June 2020, a 19% increase on the same period in 2019 (USD54.8m). Revenue guidance of between USD130-140m for 2020 is in place, representing between a 13% and a 22% increase over revenue of USD114.8m for 2019.

COVID-19 and Environmental Factors

8.8 None of the Group's clients experienced any material production interruptions from COVID-19 in the six months ending 30 June 2020. The principal impact of COVID-19 on the Group's operations has remained limited to reduced people movement and slower supply chains due to travel restrictions and increased fatigue management. Delayed tendering activity and a curtailment of exploration activity adversely impacted the level of new business during the period.

8.9 The seasonal wet season in West Africa (usually occurring in the third quarter) naturally results in reduced activity in this region, particularly with respect to exploration drilling.

Other trends affecting mining services

8.10 Several key trends influence the demand for mining services and in particular drilling services. Given over 90% of the Group's revenue is derived from gold producing and gold exploration companies, the most notable trend is that of the underlying gold price.

8.11 From 31 December 2019 to 30 September 2020, the gold price has risen from USD1,517/oz to USD1886/oz, an increase of 24 per cent. peaking at USD2,064 on 6 August 2020. The last cyclical peak occurred in September 2011 where the price climbed to USD1,900/oz. (*Source: Bloomberg GOLDS Comdty*)

8.12 Closely associated with the trend in the underlying gold price is the trend of capital raisings by gold mining companies. Data provided by S&P Global Market Intelligence shows that capital raisings by gold focused junior and intermediate mining companies totalled USD5.2bn in the twelve month period ending 31 August 2020, an 18% increase on the total for 2019. A total of USD1.9bn was raised in the last three months of this period alone, significantly higher than the quarterly average for 2019 of USD1.1bn. Of the 1415 raises completed in the twelve month period ending 31 August 2020, over 490 were completed in the last three months.

8.13 Increased capital raisings in the sector are seen by the Company as a strong lead indicator for increased activity levels for the Group given use of proceeds can often be used to support a drilling campaign or an investment in an expansion at a mine site (e.g. the removal of waste material to access more ore). Indeed, the Company perceived that the level of tendering activity for mining services contracts was notably higher in the third quarter of 2020. Accordingly, it is the Board's view that there is a reasonable expectation of a positive effect on prospects for the current and the next financial year. In particular, the Sukari Contract and the Amended Sukari Drilling Contract relate to the further development of Centamin's Sukari gold mine in Egypt.

9 Action to be taken

In light of the prevailing guidance in relation to the COVID-19 outbreak and specifically the restrictions on unnecessary travel and large gatherings, the General Meeting will be convened with the minimum quorum of Shareholders (which will be facilitated by the Company's management) in order to conduct the business of the meeting. **Therefore, instead of attending the General Meeting, the Board urges Shareholders to vote by proxy on the Resolutions as early as possible. The Board strongly recommends that Shareholders appoint the Chairman of the General Meeting as their proxy. In the interests of safety, any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.**

Dial-in numbers and the access code for Shareholders who wish to dial in to the General Meeting are set out in the Notice of the General Meeting at the end of this document. **Shareholders should note that they will not be able vote via the conference call and that if they wish to vote on the Resolutions they must vote by proxy.**

A Proxy Form for use at the General Meeting is enclosed. To be valid, the Proxy Form must be completed, signed and returned as soon as possible but, in any event, so as to be received by no later than 10.00 a.m. GMT on

19 December 2020. Proxies must be submitted either by email to andre.koekemoer@capdrill.com or by mail to the Company Secretary, André Koekemoer, at Capital Ltd, The CORE, 9th Floor, Ébène CyberCity, Mauritius.

If you hold Depositary Interests in CREST, your Form of Instruction must be completed, signed and returned as soon as possible but, in any event, so as to be received by Computershare Investor Services PLC no later than 10.00 a.m. GMT on 16 December 2020. Alternatively, votes may be submitted through the CREST system and should be received by the Registrar (under CREST participant 3RA50) by no later than 10.00 a.m. GMT on 16 December 2020. The time of receipt will be taken to be the time from which Computershare is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

10 Directors' Participation in the Placing and Related Party Transactions

Each of the following Directors has agreed to subscribe for the following Placing Shares in the Placing at the Placing Price:

- Jamie Boyton, Executive Chairman – 1,293,103 Placing Shares for an aggregate consideration of £750,000.
- David Abery, Non-Executive Director – 172,414 Placing Shares for an aggregate consideration of £100,000.
- Michael Rawlinson, Non-Executive Director – 86,207 Placing Shares for an aggregate consideration of £50,000.
- Alexander Davidson, Non-Executive Director – 50,000 Placing Shares for an aggregate consideration of £29,000.

Mr Boyton is a Director and a substantial shareholder of the Company and his subscription for Placing Shares constitutes a smaller related party transaction for the purposes of Listing Rule 11.1.10R. Mr Boyton's participation in the Placing is on the same terms (including as to price) as all of the other investors in the Placing.

Under the terms of the Relationship Agreement between the Company and its Founder Shareholders, including Mr Boyton, each Founder Shareholder is required to abstain (and procure that his connected persons abstain) from voting at any general meeting of the Company on any resolution concerning any transaction, agreement or arrangement between him (or any of his connected persons) and any member of the Group. As Mr Boyton is participating in the Placing, this undertaking would prevent Mr Boyton from voting on the Resolutions to approve the Placing. The Company may vary a provision of the Relationship Agreement if the decision to grant such variation is taken by the Company's independent non-executive directors, being David Abery, Alexander Davidson and Michael Rawlinson. Such independent non-executive directors have agreed to grant a waiver of this restriction in the Relationship Agreement to allow Jamie Boyton and his connected persons to vote on the Resolutions. The waiver constitutes a smaller related party transaction for the purpose of Listing Rule 11.1.10R.

The Independent Directors (being each of the Directors other than Jamie Boyton) who have been so advised by Berenberg, consider the terms of Mr Boyton's participation in the Placing and the waiver of the Relationship Agreement, each as described above, to be fair and reasonable as far as Shareholders are concerned. In providing its advice to the Independent Directors, Berenberg has taken into account the Independent Directors' commercial assessment of Mr Boyton's participation in the Placing and the waiver of the Relationship Agreement.

11 Irrevocable Undertakings

The Company has received irrevocable undertakings to vote in favour of all of the Resolutions in respect of a total of 59,812,031 Common Shares, representing, in aggregate, approximately 43.7 per cent. of Capital's existing issued share capital, comprised as follows:

- from each of the Directors and Senior Managers who has a beneficial interest in Common Shares in respect of their entire beneficial holdings of such Common Shares which amount to, in aggregate, 40,462,300 Common Shares, representing, in aggregate, approximately 29.5 per cent. of the existing issued share capital of the Company; and
- from certain other Shareholders in respect of 19,349,731 Common Shares representing, in aggregate, 14.1 per cent. of the existing issued share capital of the Company.

Further details of these irrevocable undertakings are set out in paragraph 7.7 of Part IV (*Additional Information*) of this document.

12 Recommendation

The Board considers that the Sukari Contract, the Parent Company Guarantee and the Placing are in the best interests of the Company and its Shareholders as a whole and, accordingly, **the Board unanimously recommends that Shareholders vote in favour of all of the Resolutions at the General Meeting**, as the Directors have irrevocably undertaken to do in respect of their own beneficial holdings of 36,690,983 Common Shares representing, in aggregate, 26.8 per cent. of the share capital of the Company in issue as at 3 December 2020 (being the latest practicable date prior to publication of this document).

Yours faithfully,

Jamie Boyton
(Executive Chairman)

PART II

INFORMATION ABOUT THE CONTRACTS WITH SUKARI GOLD MINES

1 INTRODUCTION

1.1 Capital Egypt has entered into the Sukari Contract with Sukari Gold Mines, the operating company for Centamin Plc's principal asset, the Sukari gold mine in Egypt, and the parties have also entered into the Amended Sukari Drilling Contract to extend the term and scope of the existing drilling contract at the Sukari gold mine. Overall, the Group will be performing a full suite of waste mining contract services incorporating drill, load, haul and associated services. The Sukari Contract is conditional upon the approval of that contract and the associated Parent Company Guarantee by the Company's Shareholders for the purposes of Listing Rule 10.5.1R and the completion of the Placing. The Amended Sukari Drilling Contract is not conditional upon Shareholder approval or the completion of the Placing.

1.2 The new Sukari Contract has a four-year term, commencing upon satisfaction of the conditions precedent to the Sukari Contract, as set out in paragraph 2.1 below. The Amended Sukari Drilling Contract extends the existing drilling services agreement to align its term to coincide with this period, ending December 2024.

1.3 Overall, the value (by reference to potential revenue for the Group) of the Sukari Contract and the additional revenue under the Amended Sukari Drilling Contract is estimated to be between USD235m and USD260m across the four-year term. This revenue estimate is based on Centamin's current expected mine plan, which may be subject to change, and with reference to the fee mechanics set out in the Sukari Contract.

1.4 In order to fulfil its obligations under the Sukari Contract and the Amended Sukari Drilling Contract, the Group has acquired certain equipment and is planning to invest in further equipment. These equipment purchases are anticipated to be financed through a combination of OEM finance facilities, asset backed loan facilities and the net proceeds from the Placing. A USD8.5million OEM facility has been agreed with Sandvik and other OEM and financing arrangements are to be finalised. Further details of these equipment purchases and their financing are set out in paragraph 4 below.

1.5 The Sukari Contract is firmly in line with the Group's ongoing strategy to evolve by building on what has historically been a drilling-focused business to offer a broader, full-service mining contractor proposition incorporating earthmoving as well. The Sukari Contract and the Amended Sukari Drilling Contract are significantly revenue enhancing and is expected to be earnings accretive for the Group in 2021.

2 THE SUKARI CONTRACT AND THE EARLY WORKS MOU

Introduction and conditions precedent

2.1 The Sukari Contract, which was entered into on 1 December 2020, is between Capital Drilling (Egypt) LLC ("**Capital Egypt**") and Sukari Gold Mines. The Sukari Contract is conditional upon:

(a) the approval of the Sukari Contract and the Parent Company Guarantee by the Company's Shareholders for the purposes of Listing Rule 10.5.1R; and

(b) the completion of the Placing to raise a minimum of USD20m (as the proceeds of the Placing exceeds USD20m, completion of the Placing will satisfy this condition precedent),

in each case on or before 31 December 2020 (or such later date as Sukari Gold Mines and Capital Egypt may agree).

Early Works MOU

2.2 On 1 December 2020, Capital Egypt and Sukari Gold Mines entered into a memorandum of understanding (the "**Early Works MOU**"), replacing a previous memorandum of understanding between the parties dated 8 October 2020, under which they agreed that Capital Egypt would acquire and mobilise certain equipment, commence recruitment of personnel and undertake certain other preparatory activities in anticipation of the Sukari Contract being agreed. Under the terms of the Early Works MOU, Sukari Gold Mines paid Capital Egypt a USD5million prepayment.

2.3 Under the terms of the Early Works MOU, if the Sukari Contract does not become unconditional on or before 31 December 2020 (or such later date as the parties may agree) then Sukari Gold Mines may, at its election within 10 business days of 31 December 2020, purchase outright and/or take over the purchase or leasing arrangements (as applicable) of all or any part of Capital Egypt's equipment, major components, spares, tyres and inventory required purchased or leased for the purposes of the Sukari Contract (but excluding any drilling related assets). Upon exercise of such option, Sukari Gold Mines must pay to Capital Egypt the balance of any amounts already committed to by Capital Egypt for such equipment, including deposits and the outstanding payments, plus any direct, outstanding and committed costs associated with the hiring and or severance of key personnel involved in the activities covered by the Early Works MOU, plus any direct, outstanding and committed costs associated with the design and construction of any facilities installed at the Sukari gold mine and less the USD5million prepayment paid to Capital Egypt under the Early Works MOU. The payment by Sukari Gold Mines shall exclude any outstanding liabilities of Capital Egypt assumed by Sukari Gold Mines under any assigned lease(s) or financings that are not yet due and payable by Capital Egypt as at the date of exercise of the option. The amount of the termination costs payable by Sukari Gold Mines upon exercise of the option is capped at USD16 million, inclusive of the USD5million prepayment paid to Capital Egypt under the Early Works MOU. As at the date of this document, Capital Egypt has purchased outright a total of USD20.1million of heavy mining equipment and ancillary equipment and so, even if Sukari Gold Mines exercised its option in full, capital Egypt would retain at least USD4.1million of such equipment. To the extent that Sukari Gold Mines does not purchase equipment from Capital Egypt, as the equipment is not specific to the Sukari Contract it is considered by the Board to be likely that the Company could use it to fulfil existing or any future service contracts, but there is no guarantee that such future service contracts will be secured by the Group or that all of such equipment will be effectively repurposed in a timely and cost-effective manner, or at all. The Board considers that it is likely that Sukari Gold Mines would exercise the option so that it can continue operations, but should Sukari Gold Mines elect not to exercise the option, Capital Egypt must within 14 days repay the USD5million prepayment, which would be funded out of the Group's existing resources, failing which Sukari Gold Mines shall be entitled to set-off such amount against any amounts payable under the Amended Sukari Drilling Contract. Following exercise of the option, the parties will meet to determine in good faith which of the equipment, major components and related goods Sukari Gold Mines will acquire, and Capital Egypt will take all steps reasonably necessary to assist Sukari Gold Mines to continue to take timeous and orderly delivery of such equipment and goods and take assignment and transfer of all related rights and obligations, including seller warranties, representations and undertakings in respect of same, to the extent reasonably possible.

The Sukari Contract

2.4 ***Services***

(a) Capital Egypt is required to provide load, haul and associated services at Centamin's Sukari gold mine located near Marsa Alam in Egypt (the "**Services**").

(b) The appointment of Capital Egypt to provide the Services under the Sukari Contract is not exclusive, and it does not restrict Sukari Gold Mines' right to contract with other persons for the performance of the Services or any similar services. However, any variation to the Services would have to be mutually agreed as a result of the contract variation process, including associated re-pricing, as summarised in paragraph 2.4(e) below.

(c) Certain key personnel are specified in the Sukari Contract and Capital Egypt must supply such key personnel at the times and for the durations necessary to provide the Services. Such key personnel must not be changed without Sukari Gold Mines' prior approval, and any such changes must only be made in exceptional circumstances.

(d) Capital Egypt must mine the quantities of waste specified in the Sukari Contract in line with the requirements of the scope of work and specifications so as to ensure compliance with Sukari Gold Mines' rolling three month mine plan and any shortfall shall be caught up in subsequent periods. The contract contains typical schedules which allow for a ramp-up phase before a steady state operation.

(e) Capital Egypt may not vary the Services except as directed by Sukari Gold Mines. Sukari Gold Mines may direct Capital Egypt to decrease, omit, increase or otherwise vary any part of the Services. The difference in cost, if any, arising from the performance of a variation shall be determined by Sukari

Gold Mines (acting reasonably, and after consultation with Capital Egypt), based on the agreed prices and rates in the Sukari Contract, subject to a dispute resolution process. If any variation results in the total volume to be mined to differ by more than 15 per cent. the parties shall agree in good faith a revised pricing schedule.

(f) Capital Egypt shall, in the execution of the Services, provide all things and take reasonable measures necessary to protect people, property and the environment, avoid unnecessary interference with the passage of people and vehicles and prevent nuisance and unreasonable noise and disturbance.

(g) Capital Egypt is responsible at all times for the management of the health and safety risks associated with the Services and the occupational health and safety of all personnel engaged by it and other persons attending the site where the Services are provided.

(h) Capital commits to engaging Egyptian citizens where the required skills and experience are available within Egypt.

(i) Capital Egypt is required to procure a parent company guarantee of its obligations under the Sukari Contract. Details of this guarantee are set out in paragraph 2.13 below.

2.5 ***Term and Termination***

(a) The Sukari Contract commences upon satisfaction of the conditions precedent referred to in paragraph 2.1 above and has a term of four years.

(b) Sukari Gold Mines may at any time terminate the Sukari Contract, at its sole discretion and for any reason whatsoever, by giving Capital Egypt not less than 60 days' written notice, subject to payment to Capital Egypt of early termination and demobilisation payments.

(c) Sukari Gold Mines may terminate the Sukari Contract immediately if Capital Egypt:

(i) abandons the Sukari Contract or any part of the Services;

(ii) without reasonable excuse fails to proceed with the Services;

(iii) subcontracts the Services or assigns the Sukari Contract without prior written consent;

(iv) breaches certain business conduct obligations;

(v) fails to use materials or standards of workmanship required by the Sukari Contract;

(vi) fails to comply with any reasonable direction of Sukari Gold Mines to rectify defects in Services; or

(vii) fails to provide evidence of required insurance, or any of the required insurance policies of Capital Egypt cease to be effective and are not replaced within 15 days.

(d) Either party may terminate the Sukari Contract if the other party:

(i) has breached any material term of the Sukari Contract, which breach is irremediable or (if remediable) has not been remedied within 30 days; or

(ii) suffers an insolvency event,

subject, in the case of termination by Capital Egypt, to payment to Capital Egypt of early termination and demobilisation payments.

(e) Where Sukari Gold Mines terminates for cause, it shall determine the value of the Services and any other sums due to Capital Egypt for work performed (subject to any rights which Sukari Gold Mines may have to suspend, withhold or set-off payments), and may withhold further payments to Capital Egypt until the direct and reasonable costs incurred by Sukari Gold Mines following any such termination have been established (including the cost of remedying any defects and running a tender process) and, after recovering any such costs (up to a maximum amount of USD2million), Sukari Gold Mines shall pay any balance to Capital Egypt. Sukari Gold Mines must take all

reasonable actions to mitigate the costs it incurs as a result of any termination, and Capital Egypt shall not be liable for any costs resulting from a failure by Sukari Gold Mines to mitigate.

(f) Either party may terminate the Sukari Contract upon 30 days' notice if an event of *force majeure* prevents, or it is apparent that it will prevent, Capital Egypt from executing the whole or a significant part of the Services for more than 120 consecutive days, subject to payment to Capital Egypt of an early termination fee and demobilisation costs.

(g) Upon a request to terminate by Capital Egypt for *force majeure*, Sukari Gold Mines may within 30 days elect that the Sukari Contract should not be terminated provided Sukari Gold Mines pays Capital Egypt's monthly management fee and reasonable fixed costs and expenses, determined by Sukari Gold Mines (acting reasonably).

(h) Neither party may terminate where the event of *force majeure* affects only a discrete part of the Services or other obligations under the Sukari Contract.

2.6 ***Fees***

(a) The fees are comprised of the following key components:

(i) one-off fees for mobilisation and establishment in respect of pre-agreed costs incurred by Capital Egypt in connection with project set-up with a mark-up applied. The fees for mobilisation may be claimed in the month after the project set-up is complete. The USD5m prepayment under the Early Works MOU will be set off against the mobilisation and establishment fees;

(ii) a capped, monthly management fee. The monthly management fee shall reflect the requirements to achieve the mine production schedule as may be revised. Where any services or resources to which the monthly management fee applies have not been fully performed or provided in any month, or were provided for only part of any month, Sukari Gold Mines may reduce the monthly management fee to be paid accordingly. Where the monthly management fee remains applicable during events such as *force majeure* and suspension, the fee will not be altered based on requirements or lack of full performance;

(iii) rates for excavation, loading, hauling and dumping are incorporated into a pre-agreed price per bank cubic metre ("**BCM**") which is multiplied by the quantity of BCM moved in the month. The number of BCMs moved in any given month will vary according to the mine plan being followed. These fees are subject to adjustment for any extra over or under haulage distances applicable, for variations to vertical or horizontal haul distances;

(iv) incentive payments for satisfactorily meeting or exceeding key safety and production targets;

(v) daywork rates applicable for any work that Sukari Gold Mines directs Capital Egypt to perform as daywork pursuant to the terms of the Sukari Contract. The rates for daywork are fully inclusive of all ownership and operating costs, including operator and profit. Supervision and other overheads are deemed to be covered by the monthly management fee; and

(vi) a one-off demobilisation fee in respect of pre-agreed costs incurred by Capital Egypt in connection with leaving the mine site at the end of the project with a mark-up applied. This fee may be claimed in the month after the demobilisation process has concluded.

(b) Fee rates are subject to typical adjustments for rise and fall in costs. The formulae for rise and fall adjustments may be reviewed by the parties should there be a change of circumstances that results in them being invalid.

(c) The rates charged by Capital Egypt are inclusive of all expenses and taxes, save for VAT.

(d) Invoices will be paid according to standard payment terms, subject to settlement of any disputes in relation to the Services provided. Capital Egypt may suspend the provision of Services if an invoice remains unpaid.

2.7 ***Suspension***

(a) Sukari Gold Mines may, for a stated reason, direct that the whole or any part of the Services be suspended for such time as it thinks fit. Stated reasons for suspension are limited to reasons such as health and safety (including epidemic or pandemic), geotechnical issues, intervention by government or statutory authorities or other circumstances where the continued supply of the Services would have a significant detrimental impact on Sukari Gold Mines. When such circumstances have ceased, Sukari Gold Mines shall direct Capital Egypt to recommence the Services.

(b) Capital Egypt must use its reasonable endeavours to reduce any costs and expenses during suspension, but Sukari Gold Mines will pay Capital Egypt's monthly management fee plus any reasonable demonstrated fixed or unavoidable costs and expenses during a suspension (including Capital Egypt's operating and maintenance personnel costs and expenses not covered by the monthly management fee) save to the extent that the suspension is due to the fault of Capital Egypt.

(c) During a period of suspension due to Sukari Gold Mines, Capital Egypt shall not be obliged to meet Sukari Gold Mines' mine production schedule, but shall use its best endeavours to catch up for lost time and reduce the effect of the suspension. Where there has been a suspension by Sukari Gold Mines for over 120 consecutive days, Capital Egypt may serve notice seeking to proceed with the Services and if permission to do so is not given then Capital Egypt may terminate the Sukari Contract and be entitled to any early termination and demobilisation payments. Alternatively, Sukari Gold Mines may elect to continue the Sukari Contract subject to payment of the monthly management fee and Capital Egypt's reasonable fixed, unavoidable costs and expenses. Where a suspension is necessary for carrying out of inspection or work required by statutory authority or due to any industrial dispute not directly related to Sukari Gold Mines' operations or involvement, is for the protection or safety of any persons, property or the environment or is due to any movement of earth or collapse of workings or loss of services due to the actions of third parties beyond Sukari Gold Mines' control, Capital Egypt may not terminate unless such suspension is for longer than 180 consecutive days.

2.8 ***Force Majeure***

(a) If either party is prevented from carrying out the whole or any part of its obligations under the Sukari Contract by reason of an event of *force majeure*, the parties shall consult and make every reasonable effort to mitigate the effect of the *force majeure*, and the obligations of the affected party, so far as they are affected by the *force majeure*, will be suspended for so long as it continues. The affected party must use its best endeavours to remedy or circumvent the effect of any event of *force majeure*, provided that it may conduct itself with respect to strikes, lockouts, bans, limitations of work and other industrial disturbances in its absolute discretion as it sees fit.

(b) A '*force majeure*' event is any event or circumstance not within the control of the affected party and which, by the exercise of reasonable care, the affected party is not able to prevent or overcome, including (but not limited to) any:

(i) war, revolution, riot or insurrection;

(ii) lightning, fire, earthquake or other natural disaster;

(iii) quarantine restriction, epidemic or pandemic; or

(iv) prohibition or embargo preventing the performance by the affected party of any of its obligations under the Sukari Contract.

(c) No event of *force majeure* shall affect the obligations of any party to make a payment under the Sukari Contract when it falls due, including the monthly management fee. For as long as an event of *force majeure* subsists, Sukari Gold Mines will pay to Capital Egypt such parts of its monthly management fee as are attributable to those parts of the mine site and/or Services which remain unaffected by the event of *force majeure* and Capital Egypt's fixed costs and expenses that are unavoidable and reasonably and properly incurred, as well as any other operating and maintenance costs that are unavoidable, reasonably and properly incurred and evidenced by

Capital Egypt, provided that Capital Egypt must use reasonable endeavours to mitigate any costs incurred during an event of *force majeure*.

2.9 ***Warranties and Indemnities***

(a) Capital Egypt provides to Sukari Gold Mines certain warranties customary for a contract of this nature.

(b) Capital Egypt releases Sukari Gold Mines and its personnel from any liability or obligation to Capital Egypt in respect of physical loss of or damage to any property; personal injury, disease or illness to, or death of, persons; or financial loss or expense, arising in connection with the Services and the performance of its other obligations under the Sukari Contract, save to the extent that wilful misconduct, a negligent act or omission of Sukari Gold Mines or its personnel or a breach of their obligations under the Sukari Contract has contributed to the relevant loss or damage.

(c) Except to the extent that such liabilities are caused by Sukari Gold Mines' negligent acts or omissions or wilful misconduct, Capital Egypt will be liable for and will indemnify Sukari Gold Mines and its personnel against all liabilities suffered by them arising out of or in connection with third party claims, performance or non-performance of the Services (for example, upon the default by Capital Egypt) or otherwise in connection with the acts or omissions of Capital Egypt or its personnel, the presence of Capital Egypt or its personnel on the mine site, infringement or alleged infringement of intellectual property rights, claims by employees, breach of certain business conduct obligations or breach of applicable laws. Capital Egypt's liability under this indemnity is reduced proportionately to the extent that an act or omission of Sukari Gold Mines or its personnel has contributed. Except where Capital Egypt or its personnel have committed fraud or an illegal act or omission or wilful misconduct, breached certain business conduct obligations or applicable laws, or infringed the intellectual property rights of Sukari Gold Mines or a third party, Capital Egypt's liability under this indemnity shall, in respect of insured risks (covered by the insurances required under the Sukari Contract) only, not exceed the amount recoverable by Capital Egypt under any insurance policy required by the Waste Mining Agreement or the amount which would have been recoverable but for a failure by Capital Egypt to take out or maintain the relevant insurance or to comply with its terms or to take reasonable steps to pursue a claim under the relevant insurance policies.

(d) Capital Egypt provides uncapped indemnities to Sukari Gold Mines in respect of (i) all claims and liens in regard to wages that may become due and payable to Capital Egypt's personnel or those of its subcontractors, and all claims and liens of subcontractors and contractors of materials, labour or services provided in connection with the performance of the Services; (ii) breach by Capital Egypt of the obligations to safeguard people, property and the environment, avoid unnecessary interference with the passage of people and vehicles and prevent nuisance and unreasonable noise and disturbance, as summarised in paragraph 2.4(f) above, save to the extent caused by the wilful misconduct or grossly negligent act or omission of Sukari Gold Mines or its personnel or Sukari Gold Mines' breach of the Sukari Contract; and (iii) any claim brought against Sukari Gold Mines of actual or alleged infringement of a third party's rights (including intellectual property rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by Sukari Gold Mines and its licensees and sub-licensees.

2.10 ***Insurance***

Capital Egypt is required to have a minimum level of insurance cover, including:

(a) general public liability insurance for up to US$50,000,000 for each and every occurrence and unlimited in the aggregate, with pollution (sudden and unforeseen) limited to US$20,000,000 in the annual aggregate;

(b) workers' compensation and employer's liability insurance to the extent required by law;

(c) insurance for Capital Egypt's plant and equipment for replacement value, or market value where the plant or equipment is over two years old; and

(d) vehicle insurance,

and any other insurance required by applicable law or reasonably required by Sukari Gold Mines.

2.11 ***Purchase or Take Over of Plant and Equipment***

Sukari Gold Mines may elect to purchase or take over the leasing of any plant and equipment necessary for the continued provision of the Services if Sukari Gold Mines terminates the Sukari Contract in certain circumstances, or at the end of the term of the Sukari Contract subject to a pre-agreed pricing methodology.

2.12 ***Assignment and Change of Control***

(a) Sukari Gold Mines may assign, novate, mortgage or charge its rights or obligations under the Sukari Contract to a third party without the consent of Capital Egypt provided that the assignee accepts to be bound by its terms.

(b) Upon a change of control of Sukari Gold Mines, Sukari Gold Mines (or any successor to the interests of Sukari Gold Mines by way of merger, sale of assets or otherwise) shall be obligated to continue, procure and/or otherwise maintain and accept to be bound by the terms and conditions of the Sukari Contract. A 'change of control' for these purposes includes:

(i) an exclusive licence of, or the sale, lease or other disposal of all or substantially all of the assets of, Sukari Gold Mines;

(ii) a sale or other disposal of 50% or more of the voting rights of Sukari Gold Mines (other than for a *bona fide* equity financing);

(iii) a merger or consolidation of Sukari Gold Mines with or into any third party; and

(iv) a liquidation, winding up or other form of dissolution of Sukari Gold Mines.

(c) A change of control of Capital Egypt or any of its affiliates (excluding the Company) requires the prior written consent of Sukari Gold Mines, which consent shall not be unreasonably withheld or delayed.

2.13 ***Parent Company Guarantee***

(a) Under the terms of the Sukari Contract, Capital Egypt is obliged to procure that Capital provides a duly executed parent company guarantee of Capital Egypt's obligations under the Sukari Contract (the "**Parent Company Guarantee**") on or before 31 December 2020. A failure by Capital Egypt to provide the Parent Company Guarantee shall be deemed to be a material breach of the Sukari Contract, entitling Sukari Gold Mines immediately to terminate the Sukari Contract.

(b) The agreed form of the Parent Company Guarantee is appended to the Sukari Contract and provides as follows:

(i) Capital irrevocably and unconditionally guarantees to Sukari Gold Mines the due and proper performance by Capital Egypt of its duties and obligations arising under or in connection with Sukari Contract, so that if Capital Egypt shall in any respect fail to perform any of its duties and/or obligations or shall commit any breach of any provision, or fail to fulfil any warranty or indemnity, set out in the Sukari Contract, then, upon Sukari Gold Mines' demand, Capital shall forthwith perform and fulfil in the place of capital Egypt each and every duty, obligation, provision, warranty or indemnity in respect of which Capital Egypt has committed a breach or which Capital Egypt has otherwise failed to fulfil;

(ii) Capital shall be liable for and shall indemnify Sukari Gold Mines from and against any and all losses, damages, expenses, liabilities, claims, costs or proceedings which Sukari Gold Mines may suffer or incur by reason of any failure of Capital to comply with the guarantee, and shall indemnify Sukari Gold Mines if any of the duties or obligations of Capital Egypt under or pursuant to the Sukari Contract is or becomes unenforceable, invalid or illegal;

(iii) the liability of Capital under the Parent Company Guarantee in respect of each failure or breach shall be limited to the extent that Capital Egypt would have been liable under or in connection with the Sukari Contract for such breach or failure, but is otherwise uncapped;

(iv) the Parent Company Guarantee shall remain in full force and effect until all the duties, obligations, provisions, warranties or indemnities of Capital Egypt shall have been carried

out, completed and discharged in accordance with the Sukari Contract and as long as Capital Egypt remains under any actual or contingent liability under or in connection with the terms of the Sukari Contract;

(v) Sukari Gold Mines is not obliged, before enforcing any of its rights or remedies under the Parent Company Guarantee, to commence proceedings or take any other action against or in respect of Capital Egypt; and

(vi) all sums payable by Capital under the Parent Company Guarantee shall be paid in full without set-off or counterclaim and free of any present or future taxes, levies, duties, charges, fees, withholdings or deductions which would not have been imposed if such payments had been made by Capital Egypt, and, if Capital is compelled by law to make any such deductions, it will gross up the payment so that the net sum received by Sukari Gold Mines is equal to the full amount which it would have received had no such deductions been made.

(c) Under the terms of its debt facility with Macquarie Bank, the Company is required to obtain the consent of the lender before entering into the Parent Company Guarantee and Macquarie Bank has provided the necessary consent. In addition, as the liability of the Company is uncapped, the Parent Company Guarantee constitutes a Class 1 transaction under the Listing Rules and requires the approval of Shareholders for the purposes of Listing Rule 10.5.1R before the Company can execute it. Without such approval the Parent Company Guarantee cannot be executed by the Company. Accordingly, Resolution 1 to be proposed at the General Meeting will, if passed (and provided that the other Resolutions are passed), provide such approval.

3 THE AMENDED SUKARI DRILLING CONTRACT

3.1 On 1 December 2020 an agreement was executed to amend and extend Capital Egypt's existing drilling services contract with Sukari Gold Mines with effect from 1 January 2021. The term of the existing contract was due to expire on 30 September 2023, but has now been extended to end on 31 December 2024, matching the term of the proposed Sukari Waste Mining Contract.

3.2 The Amended Sukari Drilling Contract increases the required drilling rig fleet to be supplied by Capital Egypt by nine additional blast hole drilling rigs. It also *inter alia* varies the existing technical requirements for drilling accuracy, varies the methodology for fuel payments, provides that Sukari Gold Mines will provide certain infrastructure, support and technical services and consumables, and makes variations to the terms relating to accommodation of Capital Egypt's personnel and safety obligations. The rates payable by Sukari Gold Mines are varied under the Amended Sukari Drilling Contract.

3.3 Sukari Gold Mines has certain rights to acquire the equipment used by Capital Egypt under the Amended Sukari Drilling Contract, including upon any material breach by Capital Egypt, prolonged *force majeure* or (subject to Capital Egypt's agreement) at the end of the term of the contract.

3.4 A change of control of Capital Egypt or any of its affiliates (excluding the Company) requires the prior written consent of Sukari Gold Mines, which consent shall not be unreasonably withheld or delayed.

3.5 The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be fully funded from a combination of a committed OEM facility from Sandvik and either a further OEM facility with Epiroc (which is currently at an advanced stage of negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources. Details of the committed OEM facility with Sandvik are set out in paragraph 7.5 of Part IV (Additional Information) of this document.

4 THE EQUIPMENT PURCHASES

4.1 In aggregate, Capital Egypt already owns and is contemplating purchasing equipment of up to USD64.3m intended for use on the Sukari Contract and the Amended Sukari Drilling Contract, comprising up to approximately USD50.4m for the Sukari Contract and up to approximately USD13.9m for the Amended Sukari Drilling Contract.

4.2 ***Capital Expenditure Summary (as at the date of this document)***

US$ million

Category	Purchased to date	Deposits paid	Balance to purchase	Total Expenditure
Heavy Mining Equipment	17.0 (1)	2.7	22.5	42.2
Drill Rigs	–	0.3	9.6	9.9
Ancillary Equipment	3.1	0.3	8.8	12.2
Total Expenditure	20.1	3.3	40.9	64.3

(1) *As at 30 June 2020, USD1.8m in deposits had been paid in respect of this equipment*

4.3 The Sukari Contract does not specify the equipment required to be used by Capital Egypt to fulfil its obligations under the contract. It is at Capital Egypt's discretion as to what equipment it intends to deploy to fulfil its contractual obligations.

4.4 The equipment listed in this section is not bespoke to these contracts and is capable of use on other service contracts.

4.5 ***Heavy Mining Equipment intended to be used on the Sukari Contract***

(a) As at the date of this document, Capital Egypt owns the following items of heavy mining equipment:

(i) Six Caterpillar 785 mining trucks.

(ii) Two Caterpillar 6040 excavator.

(b) As at the date of this document, Capital Egypt has paid the following deposits in respect of further heavy mining equipment:

(i) A deposit towards a Caterpillar 6020 excavator with the balance payable between December 2020 and January 2021.

(ii) Deposits on a further eleven Caterpillar 785 mining trucks with the balances payable between December 2020 and January 2021.

The deposits paid do not represent a legal commitment to pay the balance when due but non-payment of the balance may result in Capital Egypt losing all or part of the deposit amount.

4.6 ***Drilling Rigs intended to be used on the Amended Sukari Drilling Contract***

(a) As at the date of this document, a total of seven blast hole drilling rigs are on order with Epiroc and Sandvik. Deposits have been paid in respect of two rigs in October 2020 and similar deposits will be payable in December 2020 for the other rigs. The balances will be payable when each unit or batch of units has been manufactured and designated ex-works status. This is currently anticipated over the period from December 2020 to January 2021.

(b) The orders placed do not represent a legal commitment to purchase.

4.7 ***Ancillary Equipment***

Capital Egypt also anticipates purchasing ancillary equipment to support the operations of both the Sukari Contract and the Amended Sukari Drilling Contract, including dozers, small excavators, graders, water trucks, light vehicles and other support equipment.

4.8 ***Debt Financing of the Drilling Rigs***

(a) The Company has a signed OEM finance facility in place with Sandvik for a total of USD8.5million, of which USD5.8 million is anticipated to be utilised for drill rigs for the Amended Sukari Drilling Contract. Details of the OEM facility with Sandvik are set out in paragraph 7.5 of Part IV (*Additional Information*) of this document.

(b) A further OEM finance facility with Epiroc for a total of USD2.6m is awaiting final credit approval with documentation in near final form.

(c) The Company is currently in advanced discussions with respect to further asset backed facilities. As at the date of this document, non-binding commercial indications have been received from two debt providers.

4.9 The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be funded from a committed OEM facility from Sandvik and a further OEM facility with Epiroc (which is subject to negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources. Details of the committed OEM facility with Sandvik are set out in paragraph 7.5 of Part IV (*Additional Information*) of this document.

4.10 ***Sources and Uses***

Sources	**US$m**
OEM financing (Drilling Rigs)	8.4
Anticipated further asset-backed facilities	21.1
Gross Placing proceeds	40.1
Total Sources	69.6

Uses	**US$m**
Maximum Anticipated Equipment Purchases	40.9
Working capital, general corporate purposes and offering expenses	28.7
Total Uses	69.6

The sources and uses presented excludes Group cashflow and the balance of the Macquarie debt facility which would increase the funds available for general corporate purposes.

PART III

RISK FACTORS

Shareholders should carefully review all of the information contained in this Circular and should pay particular attention to the risks described below, which should be considered together with all other information contained in this Circular. If one or more of the following risks were to arise, the business, financial condition, results of operations, prospects and/or the share price of the Group could be materially and adversely affected and investors could lose all or part of their investment. The risks set out below may not be exhaustive and do not necessarily comprise all of the risks associated with the Group. Additional risks and uncertainties not currently known to us or which the Directors currently deem immaterial may arise or become material in the future and may have a material adverse effect on the business, results of operations, financial condition, prospects and/or share price of the Group and shareholders could lose all or part of their investment.

You should consult a legal adviser, an independent financial adviser or a tax adviser for legal, financial or tax advice if you do not understand this Circular.

The Sukari Contract is conditional upon the approval of Shareholders and upon completion of the Placing. If any of the Resolutions are not passed, then the Placing will not complete and the Sukari Contract would terminate.

The Sukari Contract is conditional upon the approval of such contract and the Parent Company Guarantee by Shareholders for the purposes of Listing Rule 10.5.1R and completion of the Placing, in each case on or before 31 December 2020 (or such later date as Sukari Gold Mines and Capital Egypt may agree). Accordingly, if any of the Resolutions are not passed or the Placing otherwise does not complete then upon such date the Sukari Contract would terminate. Upon such termination, Sukari Gold Mines may, at its election within 10 business days of such termination, purchase outright and/or take over the purchase or leasing arrangements (as applicable) of all or any part of Capital Egypt's equipment, major components, spares, tyres and inventory required purchased or leased for the purposes of the Sukari Contract (but excluding any drilling related assets) and pay the personnel severance costs and other associated costs of the early works provided by Capital Egypt, subject to an aggregate cap of USD16million (less the USD5million prepayment paid to Capital Egypt under the Early Works MOU). As at the date of this document, Capital Egypt has purchased outright a total of USD20.1million of heavy mining equipment and ancillary equipment and so, even if Sukari Gold Mines exercised its option in full, capital Egypt would retain at least USD4.1million of such equipment. To the extent that such option was not exercised, as the Equipment that is proposed to be acquired is not specific to the Sukari Contract, it is considered by the Board to be likely that the Company could use the Equipment to fulfil existing or any future service contracts, but there is no guarantee that such future service contracts will be secured by the Group or that all of such Equipment will be effectively repurposed in a timely and cost-effective manner, or at all. The Board considers that it is likely that Sukari Gold Mines would exercise the option so that it can continue operations, but should Sukari Gold Mines elect not to exercise the option, Capital Egypt must within 14 days repay the USD5million prepayment, which would be funded out of the Group's existing resources, failing which Sukari Gold Mines shall be entitled to set-off such amount against any amounts payable under the Amended Sukari Drilling Contract.

The Board considers the Sukari Contract to be an important and positive element of the Group's expansion of its services to include earthmoving and therefore to provide fully integrated mining services for its clients, which the Board believes would ultimately have a positive effect on the Group's revenue and profits. If any of the Resolutions are not passed at the General Meeting then the Sukari Contract will terminate, the Group would not have the benefit of the revenue and profits from the Sukari Contract and the Group will have to seek and tender for other opportunities to expand in this area. The termination of the Sukari Contract, in particular due to the Company's Shareholders failing to pass the necessary Resolutions to approve it, may adversely affect the Group's reputation and its ability to successfully tender for other contracts in this area and therefore may have a material negative impact on the Group's potential revenue and profits from this area.

The Amended Sukari Drilling Contract is not conditional upon the passing of the Resolutions or completion of the Placing.

If the Placing completes and the Sukari Contract becomes unconditional, but OEM financing and additional debt are not available, the Company may not be able to finance the purchase of all of the equipment needed to fulfil the Sukari Contract which, in the event that sufficient equipment cannot be procured through alternative means, would give Sukari Gold Mines the right to terminate the Sukari Contract and/or lead to Capital Egypt being in default of the Sukari Contract

An OEM facility with Sandvik for USD8.5m has been agreed and is committed and an OEM facility with Epiroc is awaiting final credit approval with documentation in near final form. In addition, the Company is currently in advanced discussions with respect to further asset backed facilities and as at the date of this document, non-binding commercial indications have been received from two debt providers. If the Epiroc OEM facility was not secured then the Group could acquire the Epiroc equipment from its existing resources. However, if a proposed further asset backed facility were not available in addition to the net proceeds of the Placing, in order to acquire the minimum equipment required to fulfil its obligations under the Sukari Contract, Capital Egypt would seek alternative sources of finance to fund the equipment purchases in addition to the Group's existing resources. However, the Directors cannot be certain that alternative sources of finance would be available on favourable terms or at all.

If the Group were unable to procure additional financing, it would amend its capital expenditure plans for the project to switch to an operating model focussed on leasing and/or hiring the additional equipment required. Due to its common use across the mining industry, equipment of this nature (or of equivalent specification) is typically widely available for hiring and/or leasing. Hiring and/or leasing certain items of additional equipment would reduce the Group's upfront capital expenditure requirements associated with the Sukari Contract. The Company would therefore expect to fund the proposed cost of hiring and/or leasing equipment through the operating cash flows of the Sukari Contract itself across the life of the contract. However, the Directors have concluded that owning the equipment better positions the Group's business in the long run. Although the Directors believe that switching to an operating model focussed on leasing and/or hiring would enable the Company to fulfil its obligations across the full life of the Sukari Contract, the relatively higher annual cost of hiring and/or leasing equipment across the life of the contract, in addition to the impact of lower productivity from amending the equipment used to service contract, may have a material negative impact on the profitability of the contract versus purchasing the equipment.

In addition, the Company requires its existing lenders' consent to additional financing beyond limits in its facility agreements. If such consents were not received on a timely basis or at all, then the required additional finance may not be available to the Group.

Ultimately, if the Group could not fund, or otherwise obtain by way of leasing and/or hiring, the equipment that Capital Egypt needs to fulfil the Sukari Contract, then Sukari Gold Mines would have a right to terminate the Sukari Contract and/or Capital Egypt would be in default of the Sukari Contract. Under the terms of the Parent Company Guarantee, the Company guarantees the obligations of Capital Egypt under the Sukari Contract and so would be liable to the extent that Capital Egypt defaults in respect of any of its obligations to Sukari Gold Mines.

The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be funded from a committed OEM facility from Sandvik and a further OEM facility with Epiroc (which is subject to negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources.

The Group's revenue is reliant on a limited number of key customers, including Sukari Gold Mines

The majority of the Group's revenue is derived from contracts held with a limited number of key customers, including Sukari Gold Mines. On the assumption that the Sukari Contract is approved by Shareholders, a greater proportion of the Group's revenue will be derived from Sukari Gold Mines. Whilst the Group has a demonstrated track record of repeated contract renewal with its key customers, the loss of Sukari Gold Mines or another key customer or a sustained decrease in the level of activity (for example through a major production disruption) would have an adverse impact on the Group's financial performance.

The Group is heavily reliant on its ability to price contracts accurately

Contract prices are generally set at the outset of a customer contract following a competitive tender process, as was the case with the Sukari Contract. The Group goes through a rigorous process to determine a price to submit as part of the tender submission based on a bottom-up costing analysis with a mark-up. Should the costs be

underestimated and, therefore, any contract (including, in particular, the Sukari Contract, which will be a material source of revenue for the Group) be mis-priced, the Group's financial performance may be adversely impacted.

The Group will need to purchase equipment to service the Sukari Contract, and more generally as its mining service offering develops in line with its growth strategy, and some of the equipment that the Group has purchased or will purchase may not be used for significant periods or at all

The recent expansion of the Group's service offering to include earth moving or 'load and haul' services, in addition to drilling services, has required and will continue to require new equipment to be purchased by the Group. Additional financing will be required to purchase such equipment if the Group is awarded further contracts. In the event that the Group is unable to purchase such equipment on commercially acceptable terms, or at all, or it is unable to finance the purchase of such equipment on commercially acceptable terms, or at all, it may not be able to progress its growth strategy which would have an adverse impact on the Company's growth and prospects. Nothing in this risk factor seeks to qualify or should be treated as qualifying the working capital statement set out in paragraph 9 of Part IV (*Additional Information*) of this document.

For the select items of equipment purchased to date, significant periods may exist during which this equipment will not be in use and has to be stored and/or abandoned which could result in a material adverse effect on the Company's business and financial position.

In order to fulfil its anticipated obligations under the Sukari Contract and Amended Sukari Drilling Contract, the Group has acquired certain equipment and intends to expand its current fixed asset base by acquiring certain further items of equipment, including approximately seven drill rigs, three excavators and eleven haul trucks together with auxiliary equipment. The Company intends to place orders and pay deposits for some of this equipment during the months following Admission. The Sukari Contract is conditional upon the Company's shareholders passing Resolution 1 at the General Meeting and upon completion of the Placing. In the event that the conditions of the Sukari Contract are not satisfied and the Sukari Contract does not come into effect and/or is terminated, any part of the equipment already purchased would not be used to fulfil the Sukari Contract. Upon such termination, Sukari Gold Mines may, at its election within 10 business days of such termination, purchase outright and/or take over the purchase or leasing arrangements (as applicable) of all or any part of Capital Egypt's equipment, major components, spares, tyres and inventory required purchased or leased for the purposes of the Sukari Contract (but excluding any drilling related assets)and pay the personnel severance costs and other associated costs of the early works provided by Capital Egypt, subject to an aggregate cap of USD16million (less the USD5 million prepayment paid to Capital Egypt under the Early Works MOU). As at the date of this document, Capital Egypt has purchased outright a total of USD20.1 million of heavy mining equipment and ancillary equipment and so, even if Sukari Gold Mines exercised its option in full, capital Egypt would retain at least USD4.1million of such equipment. To the extent that such option was not exercised, as the Equipment that is proposed to be acquired is not specific to the Sukari Contract, it is considered by the Board to be likely that the Company could use the Equipment to fulfil existing or any future service contracts, but there is no guarantee that such future service contracts will be secured by the Group or that all of such Equipment will be effectively repurposed in a timely and cost-effective manner, or at all. The Board considers that it is likely that Sukari Gold Mines would exercise the option so that it can continue operations, but should Sukari Gold Mines elect not to exercise the option, Capital Egypt must within 14 days repay the USD5million prepayment, which would be funded out of the Group's existing resources, failing which Sukari Gold Mines shall be entitled to set-off such amount against any amounts payable under the Amended Sukari Drilling Contract.

The Amended Sukari Drilling Contract is not subject to Shareholder approval and would be unaffected by the termination of the Sukari Contract. If the Placing did not complete, then the purchase of Equipment for the purposes of the Amended Sukari Drilling Contract would be funded from a committed OEM facility from Sandvik and a further OEM facility with Epiroc (which is subject to negotiation) or (if the Epiroc facility is not agreed) the Group's existing resources.

If the Group is unable to procure OEM financing, the Sukari Contract will likely be less profitable and any inability to provide sufficient equipment may result in the Sukari Contract being terminated

An OEM facility with Sandvik for USD8.5m has been agreed and is committed and an OEM facility with Epiroc is awaiting final credit approval with documentation in near final form. In addition, the Company is currently in advanced discussions with respect to further asset backed facilities and as at the date of this document, non-binding commercial indications have been received from two debt providers. If the Epiroc OEM facility was not secured then the Group could acquire the Epiroc equipment from its existing resources. However, if a proposed

further asset backed facility were not available in addition to the net proceeds of the Placing, in order to acquire the minimum equipment required to fulfil its obligations under the Sukari Contract, Capital Egypt would consider alternative solutions to acquire the equipment not funded by the net proceeds of the Placing, including alternative sources of finance in addition to the Group's existing resources, and/or amend its capital expenditure plans for the project and switch to an operating model focussed on leasing and/or hiring alternative equipment sufficient to service the Sukari Contract.

The Directors cannot be certain that alternative sources of finance would be available to the Company on favourable terms, or at all, to acquire the equipment not funded by the net proceeds of the Placing or any existing resources of the Group. However, the Directors believe it is likely that, in a timely manner, the Company would be able to complement its existing equipment and the equipment funded by the net proceeds of the Placing through hiring and/or leasing certain additional items of equipment to fulfil its obligations under the Sukari Contract. Due to its common use across the mining industry, equipment of this nature (or of equivalent specification) is typically widely available for hiring and/or leasing. The Directors have concluded that owning the equipment better positions the Group's business in the long run.

Hiring and/or leasing certain items of additional equipment would reduce the Company's upfront capital expenditure requirements associated with the Sukari Contract. The Company would therefore expect to fund the proposed cost of hiring and/or leasing equipment through the operating cash flows of the Sukari Contract itself across the life of the Sukari Contract. The relatively higher annual cost of hiring and/or leasing equipment across the life of the Sukari Contract, in addition to the impact of lower productivity from amending the equipment used to service the Sukari Contract, may have a material negative impact on the profitability of the Sukari Contract versus purchasing the equipment.

In the event that the Company were unable to procure the required items of the remaining equipment through the alternative methods described above, including hiring and/or leasing, Capital Egypt would be unable to fulfil its obligations under the Sukari Contract which may lead to Sukari Gold Mines terminating the Sukari Contract and/or to Capital Egypt being in default of the Sukari Contract. Under the terms of the Parent Company Guarantee, the Company guarantees the obligations of Capital Egypt under the Sukari Contract and so would be liable to the extent that Capital Egypt defaults in respect of any of its obligations to Sukari Gold Mines.

In addition, the Company requires its existing lenders' consent to additional financing beyond limits in its facility agreements. In the event that such consents were not received on a timely basis or at all, Capital Egypt may be unable to fulfil its obligations under the Sukari Contract which may lead to Sukari Gold Mines terminating the Sukari Contract and/or to Capital Egypt being in default of the Sukari Contract. Under the terms of the Parent Company Guarantee, the Company guarantees the obligations of Capital Egypt under the Sukari Contract and so would be liable to the extent that Capital Egypt defaults in respect of any of its obligations to Sukari Gold Mines. The Group has a committed OEM facility from Sandvik and is negotiating an OEM facility with Epiroc. If the Group could not procure OEM financing for the equipment for the Amended Sukari Drilling Contract that it intends to purchase from Epiroc then it would fund this through its existing resources.

The Group's business operations span various international jurisdictions, including in the case of its contracts with Sukari Gold Mines, Egypt, some of which have uncertain legal and regulatory frameworks, and are subject to a number of tax laws and tax treaties

The Group conducts operations in various jurisdictions and derives a substantial portion of its revenues from the operations of subsidiaries located in these jurisdictions. In the case of the Group's existing Amended Sukari Drilling Contract with Sukari Gold Mines, this includes Egypt and, if the Sukari Contract is approved by Shareholders, the Group's exposure to Egypt will be increased.

The payment of dividends or the making of other cash payments or advances by these subsidiaries to the Company may be subject to restrictions or exchange controls on the transfer of funds in or out of the respective countries or could result in the imposition of taxes on such payments or advances.

Given the uncertain legal and regulatory framework in some of the jurisdictions in which the Group operates, there is a risk that the necessary licences, permits, certificates, consents and authorisations to implement or conduct its clients' operations may not be obtained under conditions or within time frames that make the Group's operations viable, and that changes to applicable laws, regulations or the governing authorities will result in additional material expenditure or time delays. In addition, certain of the Group's contracts with customers are subject to the laws of the country in which the customer operates and/or the courts of such countries have jurisdiction over such contracts, and the counterparties to such contracts are often companies

incorporated in such countries. There may be uncertainty as to the operation of the laws of such countries and the ability of the Group to enforce its rights under such contracts.

Risks specific to the Group's key contracts, including those with Sukari Gold Mines

Certain clients, including Sukari Gold Mines (the subsidiary of Centamin that is the counterparty to the Sukari Contract) have the right to terminate contracts, or otherwise intervene in the performance of contracts, if they believe that the Group is not performing its obligations in a satisfactory manner or in accordance with industry standards, and may also terminate such contracts for convenience and on short notice. Some of the Group's contracts, including the Sukari Contract and Amended Sukari Drilling Contract, are non-exclusive and provide its customers with the opportunity to reduce the scope of, or vary the services to be provided under, the relevant contract. Certain of the Group's key customer contracts, including those in relation to AngloGold Ashanti's Geita gold mine and Resolute Mining's Syama gold mine, have terms that expire within the next 18 months. Any early termination or variation in scope of the Group's contracts by clients could materially and adversely affect the Group's results of operations. However, the Directors have no current reason to expect that the Sukari Contract, the Amended Sukari Drilling Contract or any of the Group's other key contracts will be terminated early, or their scopes reduced, such that this would have a material impact on Group revenue. Nothing in this risk factor seeks to qualify or should be treated as qualifying the working capital statement set out in paragraph 9 of Part IV (*Additional Information*) of this document.

Upon the termination of the Sukari Contract or any of the Group's other contracts, there can be no guarantee that the Group will be able to obtain contracts at equivalent or higher rates, or at all, or that the equipment purchased to fulfil the terminated contracts can be redeployed quickly or at all. If it is unable to obtain contracts for a significant length of time, or if the Group is only able to do so at lower rates than previously obtained, the Group's revenues may be materially and adversely affected. There is no guarantee that the configuration and specification of the Group's equipment will be accepted by all of the Group's target clients upon the expiry or termination of their existing contracts and equipment may need additional customisation before use on certain projects in the future, or new equipment may need to be purchased.

The Company has estimated the potential revenue of the Sukari Contract and the additional revenue under the Amended Sukari Drilling Contract to be between USD235m and USD260m, although this is dependent on the Company's assumptions as to Sukari Gold Mines' mine plan which may be subject to change. Any variation to the mine plan may affect the actual revenue earned.

The Group is not insured against all risks, and existing insurance may not cover all of the Company's losses

The occurrence of a significant event or adverse claim in excess of the insurance coverage that is maintained or that is not covered by insurance could have a material adverse effect on the financial condition and results of the Group's operations. The Directors maintain insurance for normal business risks. However, the Group is not insured against all foreseeable risks, either because insurance is not available or because of the high premium costs involved. In addition, there are significant deductibles in existing insurance policies. The Sukari Contract represents a material expansion in the Group's operations and its portfolio of equipment and therefore its insured and uninsured risks.

In the event of a loss of or damage to any equipment, insurance coverage may not be sufficient to cover the loss in revenue relating to that equipment. Additionally, warranty and indemnity provisions in the Group's mining services contracts, including the Sukari Contract, leave it exposed to substantially all of the risks and liabilities associated with the services performed under such contracts. While the Directors maintain insurance to cover losses and claims arising out of the performance of the Group's services, such insurance may not be sufficient.

To the extent that the Group may suffer loss or damage that is not insured or exceeds existing insurance coverage, the business, financial condition, results of operations and prospects of the Group may be adversely impacted.

The Directors may not be able to maintain adequate insurance in the future at rates considered reasonable. Insurance may not be available to cover any or all of the risks faced, or, even if available, may be inadequate. Further, insurance premiums or other costs could rise significantly in the future so as to make such insurance prohibitive.

The Group operates in countries, such as Egypt in the case of its services to Sukari Gold Mines, where the geopolitical and economic climates are challenging

A significant portion of the revenue of the Group is generated from operations in regions where the geo-political and economic climates present challenges, including West Africa, North Africa, East Africa and the Middle East. Such regions have, at times, been affected by political upheavals, internal strife, civil commotions, epidemics and terrorist attacks.

If the Sukari Contract is approved by Shareholders and becomes unconditional then the Group's exposure to Egypt will increase. Any deterioration of the geopolitical or economic climate in Egypt may require the Group to discontinue business operations Egypt. Economic conditions in emerging markets like Egypt can be unstable, and factors such as those listed above may harm or halt economic growth in these regions. Clients may temporarily decrease or stop production and other business activities, resulting in a decline in demand for the Group's services. Such a decline may increase the risk that contracts may be terminated early or will not be renewed or extended, or be renewed only on less favourable terms, or be breached. In these cases, the Directors would have to search for replacement projects for the Group's personnel and equipment. If the Directors are unable immediately to find new projects, the Company's business, financial conditions and results of operations would be adversely affected. As the Group's operations are spread across a number of different regions, however, the impact of any geo-political events specific to Egypt will not necessarily affect the Group's operations in the other regions in which it operates, reducing the impact of such events on the Group's operations as a whole.

The Group may suffer losses as a result of foreign currency fluctuations

The Group receives revenue in US dollars or US dollar-equivalent. Foreign currency fluctuations and exchange rate risks between the value of the US dollar and the value of other currencies may increase the cost of the Group's operations, although in some cases the costs associated with currency fluctuations can, in part at least, be passed to the customer via a 'Rise and Fall' mechanism. As a result, the Group has some exposure to currency fluctuations and exchange rate risks. However, the Group does not operate any hedging strategy.

The price of the Common Shares has fluctuated and may continue to fluctuate

There is no assurance that the public trading market price of the Common Shares will not decline below the Placing Price. The market price of the Placing Shares could be subject to significant fluctuations due to a change in sentiment in the market regarding the Common Shares. The fluctuations could result from national and global economic and financial conditions (including the COVID-19 pandemic), the market's response to the Placing, market perceptions of the Company, any suspension or termination of the Sukari Contract of any other material contract to which the Group is a party and various other factors and events, including but not limited to variations in the Group's operating results, business developments of the Group and/or its competitors and the liquidity of the financial markets. Furthermore, the Group's operating results and prospects from time to time may be below the expectations of market analysts and investors. Any of these events could result in a decline in the market price of the Placing Shares.

Shareholders who do not participate in the Placing will experience dilution in their ownership of the Company as a result of the Placing

Shareholders do not generally have a right to participate in the Placing, and no Placing Shares are being offered to Shareholders generally in connection with the Placing. Following the allotment and issue of the Placing Shares the holding of Common Shares of a Shareholder who has not participated in the Placing, as a percentage of the Enlarged Share Capital immediately following Admission, will be diluted by approximately 27.4 per cent. as a result of the Placing. The Company has no current plans for an offering of Common Shares to Shareholders generally.

PART IV

ADDITIONAL INFORMATION

1 RESPONSIBILITY

The Company and the Directors of the Company, whose names appear in paragraph 2.5 of this Part IV (*Additional Information*) of this document, accept responsibility for the information contained in this document. To the best of the knowledge of the Company and 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 this document makes no omission likely to affect the import of such information.

2 THE COMPANY

2.1 Capital Limited was incorporated as an exempted company with limited liability and registered in Bermuda on 19 November 2003 under the Bermuda Companies Act with the name Pharaoh Gold Mines Limited with registered number 34477. On 12 July 2005 the Company changed its name to Capital Drilling Limited. The Company changed its name again on 16 June 2020 from Capital Drilling Limited to Capital Limited.

2.2 The registered office of the Company is at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda and the principal place of business of the Company is at The CORE Building, 9th Floor, Ebene Cyber City, Mauritius. The telephone number is +230 464 3250. The Company's website is www.capdrill.com. The information on the Company's website does not form part of this document.

2.3 The principal legislation under which the Company operates is the Bermuda Companies Act and the regulations made under that Act.

2.4 The Company has no Common Shares held in treasury.

2.5 The Directors of the Company are:

Jamie Phillip Boyton	*Executive Chairman*
Brian Rudd	*Executive Director*
David Gary Abery	*Senior Non-Executive Director*
Alexander John Davidson	*Non-Executive Director*
Michael Ian Rawlinson	*Non-Executive Director*

2.6 The Senior Managers of the Company are:

André Tertius Koekemoer	*Chief Financial Officer and Company Secretary*
Jodie Raymond North	*Chief Operating Officer*
Jeffrey Arnold Court	*Chief Development Officer – Mining*
David Regan Payne	*Executive, Commercial*
Richard William Robson	*Executive, Corporate Development*

3 MAJOR SHAREHOLDERS

3.1 As at the Latest Practicable Date, the Company had been notified in accordance with Rule 5 of the Disclosure Guidance and Transparency Rules of the following interests in its Common Shares:

Name	Number of Existing Common Shares	% of voting rights of Existing Common Shares	Number of Placing Shares subscribed in the Placing*	Aggregate number of Common Shares following Admission*	% of Enlarged Share Capital following Admission*
Jamie Phillip Boyton	21,261,283	15.52	1,293,103	22,554,386	11.95
Brian Rudd	14,963,034	10.92	–	14,963,034	7.93
BlackRock	10,565,111	7.71	2,951,864	13,516,975	7.16
James Edward Armitage	9,416,782	6.87	–	9,416,782	4.99
Aberforth Partners	9,390,914	6.86	5,172,413	14,563,327	7.71
Ruffer	8,697,885	6.35	1,300,000	9,997,885	5.30
Allianz Global Investors	8,091,000	5.91	2,409,000	10,500,000	5.56
River and Mercantile Asset Management	6,624,338	4.84	3,879,310	10,503,648	5.56
Lombard Odier Asset Management	–	–	10,000,000	10,000,000	5.30

** Assuming that the Resolutions are passed at the General Meeting and that the Placing Shares are allotted and issued, and that no Common Shares are acquired or disposed of by such persons prior to the allotment and issue of the Placing Shares.*

3.2 Save as disclosed in this paragraph 3, the Company is not aware of any person who, as at the Latest Practicable Date, directly or indirectly, has a holding which is notifiable under English law.

4 DIRECTORS AND SENIOR MANAGERS' INTERESTS IN COMMON SHARES

The number of Common Shares held by the Directors and Senior Managers, or over which they have options, (all of which are held beneficially unless otherwise stated) as at the Latest Practicable Date is as follows:

Interests in Common Shares

Name	Number of Existing Common Shares	% of voting rights of Existing Common Shares	Number of Placing Shares subscribed in the Placing*	Aggregate number of Common Shares following Admission*	% of Enlarged Share Capital following Admission*
Jamie Phillip Boyton	21,261,283	15.52	1,293,103	22,554,386	11.95
Brian Rudd	14,963,034	10.92	–	14,963,034	7.93
David Gary Abery	383,333	0.28	172,414	555,747	0.29
Alexander John Davidson	–	–	50,000	50,000	0.03
Michael Ian Rawlinson	83,333	0.06	86,207	169,540	0.09
André Tertius Koekemoer	121,122	0.09	–	121,122	0.06
Jodie Raymond North	379,909	0.28	–	379.909	0.20
Jeffrey Arnold Court	–	–	–	–	–
David Regan Payne	3,270,286	2.39	–	3,270,286	1.73
Richard William Robson	–	–	–	–	–

** Assuming that the Resolutions are passed at the General Meeting and that the Placing Shares are allotted and issued, and that no Common Shares are acquired or disposed of by such persons prior to the allotment and issue of the Placing Shares.*

Options over Common Shares under 2010 Option Series

Name	Options over Common Shares
Jamie Phillip Boyton	450,000
Brian Rudd	450,000
David Gary Abery	–
Alexander John Davidson	–
Michael Ian Rawlinson	–
André Tertius Koekemoer	30,000
Jodie Raymond North	–
Jeffrey Arnold Court	–
David Regan Payne	450,000
Richard William Robson	–

Notes: The 2010 Option Series expire in December 2020. Options are exercisable at a weighted average exercise price of £0.80.

Awards under Long Term Incentive Plans

	2019		2020	
Name	Minimum Shares	Maximum Shares	Minimum Shares	Maximum Shares
Jamie Phillip Boyton	199,303	797,212	127,313	509,254
Brian Rudd	98,655	394,620	63,020	252,081
David Gary Abery	–	–	–	–
Alexander John Davidson	–	–	–	–
Michael Ian Rawlinson	–	–	–	–
André Tertius Koekemoer	37,369	149,477	23,871	95,485
Jodie Raymond North	104,634	418,536	66,840	267,358
Jeffrey Arnold Court	–	–	28,646	114,582
David Regan Payne	46,338	185,352	29,600	118,401
Richard William Robson	–	–	21,484	85,937

Notes: The 2019 LTIPs have a nominal exercise price of US$0.0001 and a vesting date of 31 December 2021. The 2020 LTIPs have a nominal exercise price of US$0.0001 and a vesting date of 31 December 2022. Vesting of Common Shares under the LTIPs is contingent upon (i) the compound annual growth rate of the earnings per share over the vesting period; and (ii) market condition of total shareholder return over the vesting period. 50% of the awarded share options are contingent on condition (i) and the other 50% are contingent on condition (ii).

5 BENEFITS UPON TERMINATION OF DIRECTORS' AND SENIOR MANAGERS' SERVICE AGREEMENTS

The employment service contracts for each of the executive Directors and Senior Managers have no specified fixed term, and none of them has a service contract containing more than six months' notice period or with pre-determined compensation provisions upon termination exceeding six months' salary. It is the Company's policy that, except where prescribed by law, there should be no automatic entitlement to bonuses in the event of an early termination.

Each of the non-executive Directors has entered into a letter of appointment with the Company, for an initial three-year period, thereafter renewable on the agreement of both the Company and the Director. The notice period under the letters of appointment is three months and no such letter of appointment has a pre-determined compensation provision upon termination exceeding three months' fees.

6 RELATED PARTY TRANSACTIONS

Other than as described in paragraph 10 of Part I (Letter from the Chairman of Capital Limited) of this document, no member of the Group entered into any Related Party Transactions (which for these purposes are those set out in the standards adopted according to the Regulation (EC) No 1606/2002) between 31 December 2019 (being the date to which the Company's latest audited year-end financial information was published) and the date of this document.

7 MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business) are all the contracts which have been entered into by members of the Group within the two years immediately preceding the date of this document, which are, or may be, material to the Group or are contracts (not being contracts entered into

in the ordinary course of business) which have been entered into at any time by any member of the Group and which contain any provision under which any member of the Group has any obligation or entitlement which is material to the Group as at the date of this document:

7.1 ***The Placing Agreement***

The Company and the Joint Bookrunners have entered into the Placing Agreement pursuant to which the Joint Bookrunners have agreed, on a several basis and on the terms and subject to the conditions of the Placing Agreement, as agents for the Company, to use their reasonable endeavours to procure placees at the Placing Price for the Placing Shares (other than the Subscription Shares). To the extent that any placee (other than subscribers for the Subscription Shares) fails to pay for the Placing Shares allocated to it, Berenberg has agreed to subscribe for such Placing Shares at the Placing Price.

Pursuant to the terms of the Placing Agreement, the Company has also appointed Berenberg as its sole sponsor in connection with its applications for Admission. In consideration for their services under the Placing Agreement, and subject to their obligations under the Placing Agreement not having been terminated, the Company has agreed to pay to the Joint Bookrunners a commission on the aggregate value of the Placing Shares at the Placing Price and to pay to Berenberg a fee in respect of its role as sole sponsor. The Company will also pay (irrespective of whether Admission occurs) certain of the fees, costs and expenses of, or in connection with, the Placing.

The Company has given certain customary representations and warranties to the Joint Bookrunners as to the accuracy of the information contained in this document and other relevant documents, and in relation to other matters relating to the Group and its business. In addition, the Company has given customary indemnities to the Joint Bookrunners and certain persons connected with each of them. The Company has also provided certain customary undertakings to the Joint Bookrunners for the period following Admission. The obligations of the Joint Bookrunners under the Placing Agreement are subject to certain conditions, including: (i) the passing of the Resolutions; and (ii) Admission occurring at or before 8.00 a.m. on 22 December 2020 (or such later time and/or date as the Company and the Joint Bookrunners may agree, being not later than 31 December 2020). If any of the conditions are not satisfied (or where possible waived by the Joint Bookrunners) or shall have become incapable of being satisfied by the required time and date, the Placing Agreement will be capable of termination.

Under the terms of the Placing Agreement, the Joint Bookrunners are entitled, at any time before Admission, to terminate the Placing Agreement by giving notice to the Company if, *inter alia*: (a) any of the Company's warranties in the Placing Agreement are not or cease to be true and accurate in any respect which either of the Joint Bookrunners considers to be material in the context of the Placing; (b) any statement contained in this document, the Prospectus published by the Company in connection with Admission or certain other documents issued in connection with the Placing was or has become untrue, incorrect or misleading in any respect which either of the Joint Bookrunners considers to be material in the context of the Placing; (c) in the opinion of either of the Bookrunners, there shall have occurred any material adverse change; or (d) any other event occurs which in the Joint Bookrunners' reasonable opinion is likely to materially and adversely affect the market's position or prospects of the Group taken as a whole (including any material deterioration in, or material escalation in the response to, the COVID 19 pandemic).

7.2 ***Standard Bank Revolving Credit Facility***

The Company entered into a facility agreement dated 26 January 2012 as amended and restated on 23 December 2014 and 30 October 2017 (the "**Existing RCF Agreement**") between, amongst others, (1) Capital Drilling (Mauritius) Ltd., as borrower (the "**Borrower**"), (2) the Company, as original guarantor, and (3) Standard Bank (Mauritius) Limited, as lender (the "**Lender**").

On 30 July 2020 the Company entered into an amendment and restatement of the Existing RCF Agreement relating to a US$15 million secured revolving facility (the "**Revolving Facility**"), with a three-year term, between (1) the Borrower, as borrower, (2) the Company, Capital Drilling Côte D'Ivoire Sarl and Capital Mining Services Sarl, as guarantors, (3) Capital Drilling (T) Limited, Capmara Limited and CMS NMBG Services (T) Limited, as security providers, (4) the Lender and (5) The Standard Bank of South Africa Limited as arranger. The total amount of the facility is US$15 million, together with an accordion option to accommodate such further borrowing as the Borrower may request and the Lender may consent to (and its discretion). The Revolving Facility is to provide working capital, general corporate expenses and capital expenditure within certain jurisdictions including Botswana, Côte d'Ivoire, Ghana, Kenya, Nigeria,

Mauritius and Tanzania. The facility is not available for Egypt and therefore the Group does not intend to apply any of the funds available under the facility towards the Sukari Contract or the Amended Sukari Drilling Contract or the purchase of the Equipment.

The Revolving Facility is currently fully drawn down. Each advance under the facility must be repaid at the end of its three month interest period.

Interest is charged at LIBOR + 6.50 per cent. per annum.

The Group is required to comply with certain financial covenants, being:

- the ratio of the Group's EBITDA to the net interest payable in respect of the facility must not be less than 5.00;
- the ratio of the Group's gross debt to its EBITDA at each of 30 June and 30 December must not exceed 2.00;
- the ratio of the Group's gross debt to its total net worth at each of 30 June and 30 December must not exceed 0.50; and
- the total tangible net worth of each obligor under the facility must not be less than US$55m.

In addition, the Borrower must ensure that the sum of its ordinary share capital, reserves and retained earnings at each of 20 June and 30 December is positive.

The facility is subject to customary events of default, and includes customary restrictions on further borrowings and security.

The Group is subject to financial indebtedness restrictions that prevent it from incurring debt above a prescribed level without the prior written consent of the Lender.

7.3 ***Macquarie Facility***

A three-tranche secured facility for up to a total amount of US$10 million ("**Macquarie Facility**") was made available to the Group pursuant to a facility agreement dated 25 September 2020 between (1) Capital Limited acting as the parent, (2) Capital Drilling (Mauritius) Limited acting as the borrower, (3) Capital Drilling (Egypt) LLC and Capital Mining Services SARL acting as obligor and (4) Macquarie Bank Limited (London Branch) ("**Macquarie Bank**") acting as lender, agent and security agent (the "**Macquarie Facility Agreement**").

The first two tranches of US$6,432,165 and US$2,139,535 respectively (or, in each case, if lower, 85% of the value of certain equipment owned by Capital Egypt and Capital Mining Services SARL ("**CMS**") at the Sukari and Bonikro mine sites) are committed. The final tranche of US$1,428,300 (or, if lower, 85% of the value of such equipment) is available at the discretion of Macquarie Bank. As at the Latest Practicable Date, the Group had drawn down the second tranche of US$2,139,535 under the facility. The first tranche and the third tranche, representing the balance of the facility, have been requested and committed but are subject to finalisation of security.

The three tranches of the facility are available for general corporate purposes, including on-lending to Capital Egypt or Capital Mining Services SARL for the purposes of refinancing certain equipment.

The Macquarie Facility is repayable in quarterly instalments, commencing six months following the drawdown of each tranche, and must be repaid in full within 36 months of initial drawdown. Interest is payable quarterly under the Macquarie Facility Agreement at LIBOR + 7.5 per cent. per annum.

The Group is required to comply with certain financial covenants, being:

- the loan to value ration of the outstanding facility to the value of the equipment financed by it must be no greater than 85 per cent;
- the ratio of the Group's EBITDA to net interest payable under the facility must not be less than 5.00;
- the ratio of the Group's gross debt to EBITDA at each of 30 June and 31 December must not exceed 2.00;
- the ratio of gross debt under the facility to the Group's EBITDA must not exceed 0.5; and

- the total tangible net worth of an obligor under the facility must no be less than US$55m.

The facility is subject to customary events of default, and includes customary restrictions on further borrowings and security.

7.4 ***The Sukari Contract and the agreed form of the Parent Company Guarantee***

Further details of the Sukari Contract and the agreed form of the Parent Company Guarantee are set out in Part II (*Information About the Contracts with Sukari Gold Mines*) of this document.

7.5 ***Term Loan Facility Agreement with Sandvik Financial Services AB (PUBL)***

On 19 November 2020, the Company entered into a term loan facility agreement with Sandvik Financial Services AB (PUBL) ("**Sandvik**") as lender. Under the terms of this agreement, Sandvik agrees to provide the Company with a secured fixed rate term loan facility of up to USD8.5million for the purchase of equipment from Sandvik AB for the purposes of a mining services contract at the Sukari gold mine.

The loan is available, in not more than four tranches, at any time up to and including 31 December 2021 (or any later date designated by Sandvik). Each tranche of the loan is repayable in instalments with the final instalment due on the fifth anniversary of drawdown of the relevant tranche. Interest is payable quarterly at 5.45% per annum and the Company pays an arrangement fee of 0.5% of the facility.

At Sandvik's request, security will be granted in its favour over the equipment purchased with the funds advanced under the facility.

The facility is subject to customary warranties and covenants given by the Company and customary events of default. The facility does not contain financial covenants.

7.6 ***Relationship Agreement and Deed of Waiver***

On 2 June 2010 the Company and each of Craig Burton, Brian Rudd, Jamie Boyton and James Armitage (the "**Founder Shareholders**") entered into a Relationship Agreement. The Relationship Agreement was entered into prior to the original admission of the Company's Common Shares to the premium listing segment of the Official List and to trading on the main market for listed securities of the London Stock Exchange.

The Relationship Agreement will cease to bind or have any effect on the Founder Shareholders if the aggregate number of Common Shares held by the Founder Shareholders falls below 30 per cent. of the issued common share capital of the Company, or in respect of any particular Founder Shareholder, if the percentage of Common Shares owned or controlled by that Founder Shareholder and his connected persons is less than 5 per cent. of the issued common share capital of the Company. Craig Burton is no longer bound by the Relationship Agreement as his interest in Common Shares has fallen below 5 per cent. In addition, following completion of the Placing, the aggregate interest in Common Shares of the Founder Shareholders will fall below 30 per cent. and so the Relationship Agreement will at that time cease to bind them.

Under the Relationship Agreement each Founder Shareholder undertakes to the Company that he shall (and procure so far as he is able that his connected persons shall):

(a) conduct all transactions, agreements, arrangements and relationships between himself (and any of his connected persons) and any member of the Group on an arm's length basis and on normal commercial terms;

(b) not act in a way that is likely to compromise the ability of each member of the Group to conduct business independently of the Founder Shareholders and their connected persons;

(c) exercise the voting rights attaching to the Common Shares under his control (or the control of his connected persons) in such a way that observes the provisions of the Relationship Agreement and so that each member of the Group is capable of carrying on its business independently of the Founder Shareholders and their connected persons;

(d) not exercise the voting rights attaching to the Common Shares under his control (or the control of his connected persons) in support of any proposed variation to the Company's bye-laws the effect

of which would be to compromise the Company's ability to carry on the Group's business independently of the Founder Shareholders and their connected persons; and

(e) abstain from voting at any general meeting of the Company on any resolution concerning any transaction, agreement or arrangement between such Founder Shareholder (or any of his connected persons) and any member of the Group. It should be noted that, to the extent that any of the Founder Shareholders or their connected persons participates in the Placing, this undertaking would prevent them and their connected persons from voting on the necessary shareholder resolutions to approve the Placing. On 2 December 2020 the Company executed a deed of waiver which unconditionally waived this provision of the Relationship Agreement to allow Jamie Boyton and his connected persons to exercise their voting rights on the Resolutions. Further details of this waiver are set out in paragraph 10 of Part I (*Letter from the Chairman of Capital Limited*) of this document.

In addition, each Founder Shareholder:

(f) agrees that any matter which comes before the Board which involves a conflict of interest (or a potential conflict of interest) between any member of the Group and any Founder Shareholder (or his connected persons) shall be decided upon solely by the independent non-executive Directors present at the meeting.

(g) agrees that, for so long as he is a director of the Company, he will not (and will not induce any other director to) act in a manner which would result in a breach of his (or such other director's) fiduciary duties as a director.

(h) undertakes that he will not (and he will procure that his connected persons will not), whether as a director or a shareholder of the Company, propose or vote on any resolution at a general meeting to cancel the listing of the Company's Common Shares on the Official List or to approve a solvent winding up of the Company, unless such resolution is proposed or supported by a majority of the non-executive directors of the Company or by a majority of the Company's shareholders who are not Founder Shareholders; and

(i) undertakes to procure, so far as he is able, that at least two independent non-executive directors are appointed to the Company's board of directors at all times.

Any decision on the part of the Company to cancel, vary or terminate the Relationship Agreement, or take any action against any Founder Shareholder in relation to any breach or alleged breach by such Founder Shareholder of his obligations under the Relationship Agreement, shall be determined by the Company's independent non-executive directors. The decision to grant a waiver of the obligation on Jamie Boyton summarised in paragraph (e) above was taken by the Company's independent non-executive directors, being David Abery, Alexander Davidson and Michael Rawlinson.

7.7 ***Irrevocable Undertakings***

The Company has received irrevocable undertakings to vote in favour of all of the Resolutions in respect of a total of 59,812,031 Common Shares, representing, in aggregate, approximately 43.66 per cent. of Capital's existing issued share capital, from each of the Directors and Senior Managers who have a beneficial interest in Common Shares and from certain other Shareholders, as set out below:

Shareholder	**Common Shares**
Jamie Boyton	21,261,283
Brian Rudd	14,963,034
David Abery	383,333
Michael Rawlinson	83,333
André Koekemoer	121,122
Jodie North	379,909
David Payne	3,270,286
Braeside Capital LP	3,483,903
Craig Burton	4,095,394
Bill Schuts	2,266,374
James Armitage	9,416,782
Anthony Woolfe	87,278

Each of the irrevocable undertakings obliges the person who has given it to vote (or procure that any nominee who holds Common Shares on his behalf votes) in favour of all of the Resolutions. Accordingly, they must procure that the chairman of the General Meeting is appointed as their proxy (or their nominee's proxy) for the purposes of casting such votes or (as applicable) procure that the appropriate CREST instruction is given to effect such votes.

Prior to the earlier of the close of the General Meeting and 31 December 2020, each person who has given an irrevocable undertaking must not sell, transfer, charge, encumber, pledge or grant any option over or otherwise dispose (directly or indirectly whether beneficially, legally or otherwise) of any interest that they have in Common Shares, where such disposal would no longer entitle them to exercise or control the exercise of the voting rights attaching to such Common Shares.

Each irrevocable undertaking will terminate (i) if this Circular has not been posted by 12 December 2020, or (ii) in any event on the earlier to occur of the close of the General Meeting and 31 December 2020.

8 GOVERNMENTAL, LEGAL AND ARBITRATION PROCEEDINGS

8.1 Other that as set out in paragraphs 8.2 to 8.4 (inclusive), there have been no governmental, legal or arbitration proceedings (and there are no such proceedings which are pending or threatened of which the Company is aware) during the period covering the 12 months preceding the date of this document which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Company and/or the Group.

8.2 ***Claim by the Zambian Revenue Authority***

Capital Drilling (Zambia) Limited ("**CDZ**"), a subsidiary of the Company, is a party to various tax claims made by the Zambian Revenue Authority for the tax years 2007 to 2013. On 30 April 2015, CDZ received a tax assessment from the Zambian Revenue Authority totalling approximately Zambian Kwacha 150 million (US$7.1 million), inclusive of penalties and interest. The claims relate to various taxes, including income tax, value added tax, payroll tax and withholding tax. Since the assessment date, the management of CDZ has responded in detail to these claims, providing the Zambian Revenue Authority with detailed analysis and arguments justifying CDZ's tax position. No amount has yet been paid in this regard and no additional communication or actions were received from the Zambian Revenue Authority regarding this matter during the financial year ending 31 December 2019 or since. The Directors are of the opinion that a significant portion of the tax claim by the Zambian Revenue Authority is without merit.

8.3 ***Claim by the Tanzanian Revenue Authority***

Capital Drilling (T) Ltd ("**CDT**"), a subsidiary of the Company, is party to a payroll tax claim made by the Tanzanian Revenue Authority ("**TRA**") for the tax years 2009-2015. During the financial year ended 31 December 2016, the company received an immediate demand notice from the TRA for 18.6 billion Tanzanian Shillings ("**TZS**") (US$8.0 million), inclusive of penalties and interest. The management of CDT objected to the assessment raised by the TRA and requested the calculations of the notice. In order to object, according to Tanzanian tax law, a taxpayer is required to pay the tax amount not in dispute or one third of the assessed tax whichever is greater. Where the taxpayer fails to pay the amount within the required time period, the assessed tax decision shall be confirmed as a final tax assessment. CDT's management reached an agreement with the TRA to pay TZS 1.5 billion (US$0.6 million) in lieu of the one third of the assessed value. This amount was fully provided for in the Group's 2016 annual financial statements. In June 2017 the TRA provided its calculations to CDT, in which CDT identified differences with the TRA on both the specific merits and methodology used to determine the value. In order to continue the discussions and negotiations with the TRA, CDT has, at the request of the TRA, paid an additional amount of TZS 1.1 billion (US$0.5 million), increasing the total amount paid to TZS 2.6 billion (US$1.1 million) as at 31 December 2018. CDT is of the view that the US$1.1 million already paid represents its full liability. However, on 3 February 2020, the TRA issued an updated assessment of TZS 22.5 billion (US$9.7 million) which comprises a principal amount of TZS 7.3 billion (US$3.1 million) and interest of TZS 15.2 billion (US$6.6 million). CDT has lodged an appeal at the Tanzania revenue Appeals Board, which was dismissed on a technicality on 25th September 2020. Since then CDT has lodged a Notice of intention to Appeal against the decision of the Tanzania Revenue Appeals Board at the Tanzania Revenue Appeals Tribunal. The Appeal will be lodged once the Tanzania Revenue Appeals Board issues CDT with copies of proceedings and Ruling. CDT is confident with the position presented to the TRA and continues to engage

with the TRA to seek resolution. A final resolution to the matter is estimated by CDT to take between 18 months and three years.

8.4 ***Claims by the Mauritanian Revenue Authority***

Capital Drilling Mauritania SARL ("**CDM**") is a party to various tax claims made by the Mauritanian Revenue Authority ("**MRA**") for the tax years 2016–2018. On 20 February 2020, CDM received a tax assessment totalling 105.0 million Mauritanian ouguiya ("**MRU**"), inclusive of penalties and interest (US$2.5 million). The claims relate to various taxes, including Minimum Income Tax, VAT, Corporate Income Tax, Securities Tax and Apprentice Tax. CDM's management has responded to these claims in detail, strongly refuting the position taken by the MRA. An amount of MRU 68 million (US$1.6 million) has been provided for in the Group's accounts. A number of follow up meetings have occurred where additional information has been provided, but to date no final assessment has been received and negotiations are ongoing.

9 WORKING CAPITAL

In the opinion of the Company, taking into account its available debt facilities and the net proceeds of the Placing (excluding the proceeds of the issue of the Subscription Shares), the working capital available to the Group is sufficient for its present requirements (that is, for at least 12 months following the date of this document).

10 NO SIGNIFICANT CHANGE

There has been no significant change in the financial position or performance of the Group since 30 June 2020, the date to which the Group's latest unaudited interim results were published.

11 CONSENTS

11.1 Berenberg has given and not withdrawn its written consent to the inclusion in this document of references to its name in the form and context in which they are included.

11.2 Tamesis has given and not withdrawn its written consent to the inclusion in this document of references to its name in the form and context in which they are included.

11.3 Deloitte LLP, which is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales, has given and has not withdrawn its written consent to the inclusion in this document of the report on the pro forma financial information set out in Part V Section A (*Pro forma* financial information) of this document and has authorised the contents of its report for the purpose of this document.

12 AVAILABILITY OF DOCUMENTS

Copies of the following documents may be inspected at the Company's London office at 67 Grosvenor Street, London W1K 3JN, during normal business hours from Monday to Friday (except on bank or other public holidays) at any time up to and including the date of the General Meeting:

12.1 this document;

12.2 the Sukari Contract (which includes the agreed form of the Parent Company Guarantee); and

12.3 the memorandum of association of the Company and the Bye-Laws.

PART V

PRO FORMA FINANCIAL INFORMATION

Section A – Accountant's Report on the Pro forma financial information

Deloitte.

Deloitte LLP
1 New Street Square
London
EC4A 3HQ
United Kingdom

The Board of Directors
on behalf of Capital Limited
Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM 10,
Bermuda

Joh. Berenberg, Gossler & Co. KG, London Branch
60 Threadneedle Street
London
EC2R 8HP

4 December 2020

Dear Sirs/Mesdames,

Capital Limited (the "Company")

We report on the pro forma financial information (the "**Pro forma financial information**") set out in Part V of the Class 1 circular dated 4 December 2020 (the "**Circular**"), which has been prepared on the basis described in the notes thereto, for illustrative purposes only, to provide information about how the transaction might have affected the financial information presented on the basis of the accounting policies adopted by the Company in preparing the financial statements for the period ended 30 June 2020. This report is required by the Commission delegated regulation (EU) 2019/980 (the "**Prospectus Delegated Regulation**") as applied by Listing Rule 13.3.3R and is given for the purpose of complying with that requirement and for no other purpose.

Responsibilities

It is the responsibility of the directors of the Company (the "Directors") to prepare the Pro forma financial information in accordance with Annex 20 sections 1 and 2 of the Prospectus Delegated Regulation as applied by Listing Rule 13.3.3R.

It is our responsibility to form an opinion, as to the proper compilation of the Pro forma financial information and to report that opinion to you in accordance with Annex 20 section 3 of the Prospectus Delegated Regulation as applied by Listing Rule 13.3.3R.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and which we may have to Ordinary shareholders as a result of the inclusion of this report in the Circular, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Listing Rule 13.4.1R (6), consenting to its inclusion in the Circular.

In providing this opinion we are not updating or refreshing any reports or opinions previously made by us on any financial information used in the compilation of the Pro forma financial information, nor do we accept responsibility for such reports or opinions beyond that owed to those to whom those reports or opinions were addressed by us at the dates of their issue.

Basis of Opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom. The work that we performed for the purpose of making this report, which involved no independent examination of any of the underlying financial information, consisted primarily of comparing the unadjusted financial information with the source documents, considering the evidence supporting the adjustments and discussing the Pro forma financial information with the Directors.

We planned and performed our work so as to obtain the information and explanations we considered necessary in order to provide us with reasonable assurance that the Pro forma financial information has been properly compiled on the basis stated and that such basis is consistent with the accounting policies of the Company.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in jurisdictions outside the United Kingdom, including the United States of America, and accordingly should not be relied upon as if it had been carried out in accordance with those standards or practices.

Opinion

In our opinion:

(a) the Pro forma financial information has been properly compiled on the basis stated; and

(b) such basis is consistent with the accounting policies of the Company.

Yours faithfully

Deloitte LLP

Deloitte LLP is a limited liability partnership registered in England and Wales with registered number OC303675 and its registered office at 1 New Street Square, London EC4A 3HQ, United Kingdom. Deloitte LLP is the United Kingdom affiliate of Deloitte NSE LLP, a member firm of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee ("DTTL"). DTTL and each of its member firms are legally separate and independent entities. DTTL and Deloitte NSE LLP do not provide services to clients.

Section B – Pro forma financial information

Set out below is the consolidated pro forma statement of net assets and the consolidated pro forma income statement of the Group as at 30 June 2020 (the "**pro forma financial information**"). The pro forma financial information is unaudited.

The unaudited consolidated pro forma statement of net assets of the Group has been prepared to illustrate the effect on the consolidated net assets of the Group as at 30 June 2020 as if the Placing and purchases of the Equipment (together with draw-down of associated OEM and asset-backed financing facilities) had completed on that date. The unaudited consolidated pro forma income statement of the Group has been prepared to illustrate the effect on the consolidated income statement of the Group as at 30 June 2020 as if the Placing and purchases of the Equipment (together with draw-down of associated OEM and asset-backed financing facilities) had completed on 1 January 2020.

The pro forma financial information has been prepared on the basis set out in the notes below and is based on the unaudited statement of financial position as at 30 June 2020 and the unaudited income statement of the Group for the six month period ended 30 June 2020.

The pro forma financial information has been prepared for illustrative purposes only and, because of its nature, addresses a hypothetical situation and therefore does not represent the Group's actual financial position or results.

Shareholders should read the whole of this document, including the risk factors in this document, and not rely solely on the summarised financial information in this Part V.

Furthermore, the unaudited pro forma financial information set out in this Part V does not constitute statutory accounts within the meaning of section 434 of the Companies Act 2006.

Unaudited consolidated pro forma statement of net assets

		Adjustments		
	Group net assets as at 30 June 2020	**Net proceeds from the Placing**	**Purchase of the Equipment and draw-down of associated financing facilities**	**Unaudited pro forma net assets of the Group as at 30 June 2020**
	$	***$***	***$***	***$***
	(Note 1)	***(Note 2)***	***(Note 3)***	***(Note 4)***
Fixed Assets				
Property, plant and equipment	54,163,390	–	62,476,928	116,640,318
Right of use assets	550,954	–	–	550,954
Goodwill	1,181,103	–	–	1,181,103
Intangible assets	311,105	–	–	311,105
Total fixed assets	56,206,552	–	62,476,928	118,683,480
Current assets				
Inventory	18,753,273	–	–	18,753,273
Trade and other receivables	19,634,785	–	–	19,634,785
Prepaid expenses and other assets	12,807,469	–	–	12,807,469
Current tax receivable	376,083	–	–	376,083
Investments at fair value	23,239,631	–	–	23,239,631
Cash and cash equivalents	15,535,741	37,195,738	(22,970,928)	29,760,551
Total current assets	90,346,982	37,195,738	(22,970,928)	104,571,792
Creditors: amounts falling due within one year				
Trade payables	10,720,814	–	–	10,720,814
Other payables	12,696,870	–	–	12,696,870
Current tax payable	6,778,534	–	–	6,778,534
Loans and borrowings	13,213,442	–	9,129,555	22,342,997
Lease liabilities	345,787	–	–	345,787
Net current assets	46,591,535	37,195,738	(32,100,483)	51,686,790
Total assets less current liabilities				
Loans and borrowings	2,382,112	–	30,376,445	32,758,557
Lease liabilities	232,997	–	–	232,997
Deferred tax	55,290	–	–	55,290
Net assets	100,127,688	37,195,738	–	137,323,426

1. The net assets of Capital Limited as at 30 June 2020 have been extracted without material adjustment from the unaudited interim consolidated financial statements of the Company for the six month period ended 30 June 2020.

2. The net proceeds from the Placing comprises gross proceeds of $40,099,727 (£30,044,000 converted at an exchange rate of 1 GBP : 1.3477 USD) from the issue of 51,800,000 Placing Shares at a Placing Price of £0.58 per Placing Share, less estimated expenses associated with the Placing of $2,903,989.

3. The purchase of the Equipment and draw-down of associated financing facilities comprises the estimated total cost of the Equipment of $62,476,928, funded by the net proceeds of the Placing as set out in note 2, together with the draw-down of OEM and asset-backed financing facilities of $39,506,000. The draw-down of associated financing facilities includes the $10,000,000 Macquarie facility. Had the Placing and purchase of the Equipment (together with draw-down of associated OEM and asset-backed financing facilities) taken place as at 1 January 2020, the earnings of the Group for the six month period ended 30 June 2020 would have been reduced as a result of depreciation charges arising on the Equipment and finance charges arising on the OEM and asset-backed financing facilities.

4. Had the Placing and purchase of the Equipment (together with draw-down of associated OEM and asset-backed financing facilities) taken place as at 1 January 2020, the earnings of the Group for the six month period ended 30 June 2020 would have been reduced as a result of depreciation charges arising on the Equipment and finance charges arising on the OEM and asset-backed financing facilities.

Unaudited consolidated pro form income statement

	Unaudited income statement of the Group for the six months ended 30 June 2020	Depreciation of the Equipment and interest charge on the associated financing facilities	Unaudited pro forma income statement of the Group for the six months ended 30 June 2020
	$	$	$
	Note 1	Note 2	
Revenue	65,089,372		65,089,372
Cost of Sales	(39,431,925)		(39,431,925)
Gross profit	25,657,447		25,657,447
Administration expenses	(10,276,703)		(10,276,703)
Depreciation, amortisation and impairments	(5,732,201)	(1,569,526)	(7,301,727)
Operating profit	9,648,543		8,079,017
Interest income	179,637		179,637
Finance charges	(566,691)	(1,250,368)	(1,817,059)
Loss on disposal of FVTPL Investments	(114,663)		(114,663)
Fair value gain on FVTPL Investments	9,978,513		9,978,513
Profit before taxation	19,125,339		16,305,445

1. The income statement of Capital Limited for the six month period to 30 June 2020 has been extracted without material adjustment from the unaudited interim consolidated financial statements of the Company for the six month period ended 30 June 2020.

2. The depreciation charge of the Equipment comprises the first six months' depreciation of the estimated total cost of the Equipment. The finance charges on the associated financing facilities comprise the first six months' interest charge and arrangement fee amortisation associated with those facilities. Each of these adjustments will have a continuing impact on the Company:

   a. For the depreciation charge, until the Equipment is fully depreciated; and

   b. For the interest charge and arrangement fee amortisation, until the financing facilities are repaid.

CAPITAL LIMITED

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a General Meeting of Capital Limited (the "**Company**") will be held at The CORE, 9th Floor, Ébène Cybercity, Mauritius on 21 December 2020 at 2.00 p.m. Mauritius time (10.00 a.m. GMT) for the purposes of considering and, if thought fit, passing the following resolutions which will be proposed as ordinary resolutions and a special resolution as set out below.

In light of the prevailing guidance in relation to the COVID-19 outbreak and specifically the restrictions on unnecessary travel and large gatherings, Shareholders are encouraged to read and act upon the important notes set out at the end of this Notice.

In particular, as the Company expects significant restrictions on personal movement still to be in place due to COVID-19, it is using the provisions in Bye-law 21.3 of the Bye-Laws to convene the General Meeting as a telephone conference meeting. Dial-in numbers and the access code for the conference call are set out below:

Dial-in Number (UK toll-free): 0800 3589473

Dial-in Number (International): +44 3333000804

Access Code: 87260707#

Dial-in numbers for other jurisdictions are available in the copy of this notice of general meeting on the Company's website – www.capdrill.com/investors/announcements

Shareholders should note that they will not be able vote via the conference call and that if they wish to vote on the Resolutions they must vote by proxy.

The General Meeting will be convened with the minimum quorum of Shareholders (which will be facilitated by the Company's management) in order to conduct the business of the meeting. Therefore, instead of attending the General Meeting, the Board urges Shareholders to vote by proxy on the Resolutions as early as possible. The Board strongly recommends that Shareholders appoint the Chairman of the General Meeting as their proxy. **In the interests of safety, any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.**

ORDINARY RESOLUTIONS

1. That, subject to the passing of Resolutions 2 and 3:

   a. the entry by Capital Drilling (Egypt) LLC, a subsidiary of the Company, into an open pit waste mining services contract with Sukari Gold Mines, the operating company for Centamin Plc's principal asset, the Sukari gold mine in Egypt (the "**Sukari Contract**") and the purchase of the necessary drill rigs, excavators, trucks and other equipment necessary or desirable to fulfill the obligations of Capital Drilling (Egypt) LLC under the Sukari Contract (the "**Equipment**"); and

   b. the entry by the Company into a parent company guarantee in favour of Sukari Gold Mines as required under, and materially in the form appended to, the Sukari Contract (the "**Parent Company Guarantee**"),

   and all agreements and arrangements which are reasonably ancillary to the Sukari Contract, be and are hereby approved and the directors of each of the Company and Capital Drilling (Egypt) LLC (or any duly constituted committee thereof) be and are hereby authorised to take all such steps as they consider necessary, desirable or expedient to effect the Sukari Contract and the Parent Company Guarantee, to purchase such Equipment and to waive, amend, vary, revise or extend (to such extent as will not constitute a material waiver, amendment, variation, revision or extension) any such terms and conditions as they may consider appropriate and to do or procure to be done all such other things as they may consider necessary, desirable or expedient in connection with the Sukari Contract, the Parent Company Guarantee and the purchase of such Equipment.

2. That, subject to the passing of Resolution 1, the directors of the Company be generally and unconditionally authorised pursuant to and in accordance with Bye-Law 6.1 of the Company's Bye-Laws to exercise all powers of the Company to allot Relevant Securities (as defined below) for cash up to an aggregate nominal prescribed amount of USD 5,180.00 pursuant to the placing of new Common Shares

by the Company announced by the Company on 3 December 2020 (the "**Placing**"), provided that this authority shall, unless renewed, varied or revoked by the Company in general meeting, expire on the date falling 6 months from the date of the passing of this Resolution, save that the Company may at any time before such expiry make an offer or agreement which might require Relevant Securities to be allotted after such expiry and the directors of the Company may allot Relevant Securities in pursuance of such offer or agreement notwithstanding that the authority hereby conferred has expired. This authority shall be in addition to any other existing authority granted to the directors of the Company under Bye-Law 6.1 of the Company's Bye-Laws. In this Resolution 2, "**Relevant Securities**" means any shares in the capital of the Company and the grant of any right to subscribe for, or to convert any security into, shares in the capital of the Company.

SPECIAL RESOLUTION

3. THAT, subject to the passing of Resolutions 1 and 2, the directors of the Company be and are hereby empowered in accordance with Bye-Law 6.3 of the Company's Bye-Laws to allot common shares or grant rights to subscribe for or to convert any security into common shares in the Company for cash up to an aggregate nominal pre-emption free amount of USD 5,180.00 pursuant to the Placing as if Bye-Law 6.2 did not apply to any such allotment or sale, provided that this authority shall, unless renewed, varied or revoked by the Company in general meeting, expire on the date falling 6 months from the date of the passing of this Resolution, save that the Company may at any time before such expiry make an offer or agreement which might require Relevant Securities to be allotted after such expiry and the directors of the Company may allot Relevant Securities in pursuance of such offer or agreement notwithstanding that the authority hereby conferred has expired. This authority shall be in addition to any other existing authority granted to the directors of the Company under Bye-Law 6.3 of the Company's Bye-Laws. In this Resolution 3, "**Relevant Securities**" means any shares in the capital of the Company and the grant of any right to subscribe for, or to convert any security into, shares in the capital of the Company.

By order of the Board

André Koekemoer
Company Secretary

Dated: 4 December 2020

Registered Office

Victoria Place, 5th Floor
31 Victoria Street
Hamilton HM 10
Bermuda

Notes:

1. ***References to Common Shares***

All references to Common Shares, Equity Securities, shares and treasury shares in this Notice shall be deemed to include any corresponding depository interests.

2. ***Entitlement to attend and vote***

Only those members registered on the Company's register of members at:

- 6.00 pm (GMT) on 19 December 2020; or
- if this General Meeting is adjourned, at 6.00 pm (GMT) on the day two days prior to the adjourned meeting,

shall be entitled to attend and vote at the General Meeting.

3. ***Website giving information regarding the General Meeting***

Information regarding the Meeting, including the information required by Bye-Law 20.2 of the Company's Bye-Laws, is available at http://www.capdrill.com/investors/announcements

4. ***Attending in person***

Due the impact of covid-19, Shareholders are encouraged not to attend the General Meeting in person. In light of the prevailing guidance in relation to the COVID-19 outbreak and specifically the restrictions on unnecessary travel and large gatherings, the General Meeting will be convened with the minimum quorum of Shareholders (which will be facilitated by the Company's management) in order to conduct the business of the meeting. In the interests of safety, any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.

The Company will continue to closely monitor the developing impact of COVID-19, including the latest guidance. Should it become appropriate to revise the current arrangements for the General Meeting, any such changes will be notified to Shareholders through our website at www.capdrill.com and, where appropriate, by announcement made by the Company to a Regulatory Information Service.

5. ***Appointment of proxies***

If you are a member of the Company at the time set out in note 2 above, you are entitled to appoint a proxy to exercise all or any of your rights to 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.

If you are not a member of the Company but you have been nominated by a member of the Company to enjoy information rights under Bye-Law 43.1, you do not have a right to appoint any proxies under the procedures set out in this "Appointment of proxies" section. Please read the section "Nominated persons" below.

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 Chairman of the Meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. The Board strongly recommends that Shareholders appoint the Chairman of the General Meeting as their proxy. In the interests of safety, any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.

You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. However, you are referred to the guidance above that any proxy who is not the Chairman of the General Meeting may be denied access to the meeting. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, please contact André Koekemoer either by telephone on +230 52556653 or by email at andre.koekemoer@capdrill.com.

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.

6. ***Appointment of proxies by email***

You can appoint a proxy electronically by emailing a completed and signed copy of your proxy form to andre.koekemoer@capdrill.com. For an electronic proxy appointment to be valid, your appointment must be received by no later than 48 hours before the time appointed for holding the General Meeting (or any adjournment of it).

7. ***Appointment of proxy using hard copy proxy form***

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;
- mailed to André Koekemoer at Capital Limited, The CORE, 9th Floor, Ébène CyberCity, Mauritius; and
- received no later than 48 hours before the time appointed for holding the General Meeting (or any adjournment of it).

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.

8. Submission of votes through CREST

Depositary Interest holders who wish to vote by utilising the CREST electronic proxy appointment service may do so for the Meeting and any adjournment(s) of it by using 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 (ID) no later than 72 hours before the time appointed for the holding of the Meeting. 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. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

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.

9. ***Appointment of proxy by joint members***

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).

10. ***Changing proxy instructions***

To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cutoff time for receipt of proxy appointments (see above) also apply in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded.

Where you have appointed a proxy using the hard copy proxy form and would like to change the instructions using another hard copy proxy form, please contact André Koekemoer either by telephone on +230 52556653 or by email at andre.koekemoer@capdrill.com.

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.

11. ***Termination of proxy appointments***

In order to revoke a proxy instruction you will need to inform the Company using one of the following methods:

- by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to André Koekemoer at Capital Limited, The CORE, 9th Floor, Ébène CyberCity, Mauritius. 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; or
- by sending an e-mail to andre.koekemoer@capdrill.com.

In either case, the revocation notice must be received by no later than 3 hours before the time appointed for the holding of the General Meeting.

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, although you are referred to the guidance in note 5 above that any proxy who is not the Chairman of the General Meeting, or any Shareholder attempting to attend the General Meeting in person, may be denied access to the General Meeting.

12. ***Corporate representatives***

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.

13. ***Issued shares and total voting rights***

As at the date of this notice of Meeting, the Company's issued share capital comprised 136,980,903 Common Shares of US$0.0001 each. Each Common Share carries the right to one vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company is 136,980,903.

The website referred to in note 4 will include information on the number of shares and voting rights.

14. ***Questions at the Meeting***

Under Bye-Law 22.13, the Company must answer any question you ask relating to the business being dealt with at the General Meeting unless:

- answering the question would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information;
- the answer has already been given on a website in the form of an answer to a question; or
- it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

15. ***Nominated persons***

If you are a person who has been nominated under Bye-Law 43 to enjoy information rights ("**Nominated Person**"):

- you may have a right under an agreement between you and the member of the Company who has nominated you to have information rights ("Relevant Member") to be appointed or to have someone else appointed as a proxy for the General Meeting;
- if you either do not have such a right or if you have such a right but do not wish to exercise it, you may have a right under an agreement between you and the Relevant Member to give instructions to the Relevant Member as to the exercise of voting rights; and
- your main point of contact in terms of your investment in the Company remains the Relevant Member (or, perhaps, your custodian or broker) and you should continue to contact them (and not the Company) regarding any changes or queries relating to your personal details and your interest in the Company (including any administrative matters). The only exception to this is where the Company expressly requests a response from you.

16. ***Voting***

Voting on all resolutions will be conducted by way of a poll rather than on a show of hands. This is a more transparent method of voting as shareholders' votes are counted according to the number of shares registered in their names.

As soon as practicable following the meeting, the results of the voting will be announced via a regulatory information service and also placed on the Company's website.