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THIS ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY AND SHALL NOT CONSTITUTE AN OFFER TO SELL OR ISSUE OR THE SOLICITATION OF AN OFFER TO BUY, SUBSCRIBE FOR OR OTHERWISE ACQUIRE ANY NEW ORDINARY SHARES OF REABOLD IN THE UNITED STATES, CANADA, JAPAN, AUSTRALIA, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF IRELAND OR ANY OTHER JURISDICTION IN WHICH SUCH OFFER WOULD BE UNLAWFUL.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AS DEFINED IN ARTICLE 7 OF THE MARKET ABUSE REGULATION EU NO. 596/2014, AS RETAINED AND APPLICABLE IN THE UK PURSUANT TO SECTION 3 OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 ("MAR"). UPON THE PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

1 April 2026

Reabold Resources plc

("Reabold" or the "Company")

Proposed Placing to raise £1.1 million

Further to the Company's announcement on 13 March 2026, Reabold, the investing company focused on developing strategic gas projects for European energy security, is pleased to announce that it proposes to conditionally raise a minimum of £1.1 million (before fees and expenses) via a placing of (the "**Placing**") new ordinary shares of 0.1 pence each in the Company ("**New Ordinary Shares**") at a placing price of 0.1 pence per share (the "**Issue Price**").

In addition, and consistent with the terms of the conditional subscription with a group of US-based strategic investors announced on 13 March 2026 (the "**Strategic Investment**"), participants in the Placing will receive 1.25 warrants for each New Ordinary Share, each with a right to convert to one new Ordinary Share at an exercise price of 0.11 pence per Ordinary Share (the "**Warrants**"). The Warrants will be created pursuant to the Warrant Instrument dated 12 March 2026 and will be exercisable from the first business day following the date of Admission (as defined below) until 31 March 2029. Full details of the Warrant Instrument will be set out in the Circular to Shareholders referred to below. As previously announced, the Strategic Investment of £1.9 million is conditional on the Company raising a further £1.1 million prior to 12 May 2026.

Separately, the Company also intends to complete a subscription for New Ordinary Shares (the "**Subscription**") and, together with the Placing and Strategic Investment, the "**Fundraise**") at the Issue Price, which will also involve the participation of certain of the Company's directors who have indicated that they intend to subscribe for approximately £306,000 worth of New Ordinary Shares, in aggregate. Investors in the Subscription will also receive Warrants on the same terms as set out above. Further details of the Subscription will be announced in due course.

The net proceeds of the Fundraise will be used to progress the key West Newton project, including the funding of both Reabold and Rathlin's shares of the recompletion of the A-2 well, expected to take place in the coming months. The Warrant mechanism is intended to provide the Company with access to additional capital in the event of a successful A-2 recompletion and to enable it to move into early production as soon as possible.

The Placing will be conditional on obtaining approval of the Shareholders at a General Meeting of the Company. A Circular containing a notice of General Meeting will be published and notified to Shareholders in due course. The Circular and notice of General Meeting, once published, will be made available on the Company's website at <https://reabold.com/>.

The Placing will be conducted by way of an accelerated bookbuild ("**ABB**") which will be launched immediately following this announcement ("**Announcement**"), in accordance with the terms and conditions set out in the

Appendix to this Announcement. The timing of the closing of the Placing, the number of New Ordinary Shares to be issued pursuant to the Placing and the allocation of the New Ordinary Shares to be issued pursuant to the Placing are at the discretion of the Company and Cavendish Capital Markets Limited ("**Cavendish**") and a further announcement confirming these details is expected to be made in due course.

Application will be made to the London Stock Exchange for the New Ordinary Shares to be issued pursuant to the Placing to be admitted to trading on AIM. It is expected that Admission will become effective, and that dealings in the New Ordinary Shares will commence on AIM, at 8.00 a.m. on 27 April 2026 ("**Admission**") on which date it is also expected that the New Ordinary Shares will be enabled for settlement in CREST.

The New Ordinary Shares, when issued, will be issued and credited as fully paid and will rank in full for all dividends and other distributions declared, made or paid after the admission of those Ordinary Shares and will otherwise rank on Admission pari passu in all respects with each other and with the Company's existing ordinary shares, including the right to receive all dividends and other distributions declared, made or paid in respect of such New Ordinary Shares after the date of their admission to trading on AIM.

Details of the Placing

Cavendish is acting as nominated adviser, broker and bookrunner in connection with the Placing. No part of the Placing is underwritten.

The appendix to this Announcement (which forms part of this Announcement) contains the detailed terms and conditions of the Placing.

For further information, please contact:

Reabold Resources Plc
Stephen Williams
Sachin Oza

Via our Investor Hub
<https://reabold.com/>

Cavendish - Nominated & Financial Adviser and Broker
Neil McDonald
Pearl Kellie

+44 (0) 20 7220 0500

Camarco
Billy Clegg
Rebecca Waterworth
Sam Morris

+44 (0) 20 3757 4980

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Notes to Editors

Reabold Resources PLC is a UK-based upstream oil and gas investment company focused on generating returns through investment in low-risk energy projects with high potential upside. Investment activity is undertaken through strategic equity stakes in proven undeveloped gas discoveries with significant resources and near-term production potential, primarily across the UK and continental Europe. To support its investment strategy, Reabold balances proceeds from asset sales between shareholder returns and re-investment in new projects, with a focus on contributing to European energy security while achieving significant valuation uplift through clear monetisation pathways.

APPENDIX: TERMS AND CONDITIONS

IMPORTANT INFORMATION REGARDING THE PLACING FOR INVITED PLACEES ONLY

THIS APPENDIX CONTAINS IMPORTANT INFORMATION FOR PLACEES (AS DEFINED BELOW). MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THIS APPENDIX ARE FOR INFORMATION PURPOSES ONLY, AND THE TERMS SET OUT HEREIN ARE DIRECTED ONLY AT PERSONS: (A) WHO, IF IN THE UNITED KINGDOM, HAVE BEEN SELECTED BY THE BOOKRUNNER AND WHO ARE "QUALIFIED INVESTORS" WITHIN THE MEANING OF PARAGRAPH 15 OF SCHEDULE 1 OF THE PUBLIC OFFERS AND ADMISSIONS TO TRADING REGULATIONS 2024 WHO ALSO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE "INVESTMENT PROFESSIONALS" WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED) (THE "ORDER") OR ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.") OF THE ORDER; AND (B) WHO, IF IN A MEMBER STATE OF THE EUROPEAN

ECONOMIC AREA, ARE "QUALIFIED INVESTORS" (AS DEFINED IN ARTICLE 2 OF REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL OF 14 JUNE 2017 THE "PROSPECTUS REGULATION")); OR (C) WHO ARE OTHERWISE PERSONS TO WHOM IT MAY LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). IF YOU ARE IN ANY DOUBT ABOUT ANY OF THE CONTENTS OF THIS DOCUMENT, YOU SHOULD OBTAIN INDEPENDENT PROFESSIONAL ADVICE.

Terms of the Placing

If a person chooses to participate in the Placing by making or accepting an offer to acquire Placing Shares (each such person whose participation is accepted by the Bookrunner in accordance with this appendix being hereinafter referred to as a "**Placee**" and together, as the "**Placees**") it will be deemed to represent and warrant that it has read and understood this announcement and this appendix in its entirety and to be making or accepting such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, agreements and undertakings, contained in this appendix.

The Placing Shares referred to in this announcement have not been, and will not be, registered under the US Securities Act or under the securities legislation of any state of the United States. Furthermore, the Placing Shares have not been recommended by any US federal or state securities commission or regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or confirmed the accuracy or determined the adequacy of this announcement. Any representation to the contrary is a criminal offence in the United States. This appendix is not an offer of securities for sale in the United States, and the Placing Shares may not be offered or sold in the United States absent the registration of the Placing Shares under the US Securities Act, or an exemption therefrom, or in a transaction not subject to, the registration requirements of the US Securities Act. There will be no public offer of the Placing Shares in the United States.

The Placing Shares will not be lodged with or registered by the Australian Securities and Investments Commission. The relevant clearances have not been, and will not be obtained from the Ministry of Finance of Japan and no circular in relation to the Placing Shares has been or will be lodged with or registered by the Ministry of Finance of Japan. The relevant clearances have not been, and will not be, obtained for the South Africa reserve bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares. The Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into or from Australia, Canada, Japan, the Republic of South Africa, the United States or any other jurisdiction outside the United Kingdom.

This announcement and appendix do not constitute an offer to sell or issue or a solicitation of an offer to buy or subscribe for Placing Shares in any jurisdiction in which such offer or solicitation is or may be unlawful. The distribution of this announcement and the Placing and issue of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company or the Bookrunner that would permit an offering of such securities or possession or distribution of this announcement or any other offering or publicity material relating to such securities in any jurisdiction where action for that purposes is required. Persons to whose attention this announcement has been drawn are required by the Company and the Bookrunner to inform themselves about and to observe any such restrictions.

The price of securities and the income from them may go down as well as up and investors may not get back the full amount on disposal of the securities.

Any indication in this announcement of the price at which Ordinary Shares have been bought or sold in the past cannot be relied upon as a guide to future performance. No statement in this announcement is intended to be a profit forecast and no statement in this announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

The Placing Shares will not be admitted to trading on any stock exchange other than the AIM Market of the London Stock Exchange.

Persons (including, without limitation, nominees and trustee) who have a contractual or other legal obligation to forward a copy of this announcement should seek appropriate advice before taking any action.

Each Placee should consult with its own advisers as to legal, tax, business and related aspects of a purchase of Placing Shares.

Bookbuild

Following this announcement, the Bookrunner will commence a bookbuild process in respect of the Placing (the "**Bookbuild**") to determine demand for participation in the Placing by Placees. The book will open with immediate effect following release of this announcement.

To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at the Bookrunner. Each bid should state the number of Placing Shares which a prospective Placee

wishes to subscribe for at the Issue Price. The Bookrunner reserves the right not to accept bids or to accept bids in part rather than in whole.

The Bookbuild is expected to close no later than 7.00 a.m. on **2 April 2026** but may be closed earlier or later, at the absolute discretion of the Bookrunner. The Bookrunner may, following consultation with the Company, accept bids that are received after the Bookbuild has closed. The Company reserves the right (upon agreement of the Bookrunner) to reduce or seek to increase the amount to be raised pursuant to the Placing, in its discretion.

The Bookrunner and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their sole discretion, determine.

1. The Bookrunner will arrange the Placing as agent for and on behalf of the Company. Participation will only be available to persons invited to participate by the Bookrunner. The Bookrunner will, following consultation with the Company, determine in their absolute discretion the extent of each Placee's participation in the Placing, which will not necessarily be the same for each Placee.
2. The price payable per new Ordinary Share shall be the Issue Price.
3. A Placee's commitment to subscribe for a fixed number of Placing Shares will be agreed with and confirmed to it orally by the Bookrunner and a contract note (a "**Contract Note**") will be despatched as soon as possible thereafter. The oral confirmation to the Placee by the Bookrunner constitutes an irrevocable, legally binding contractual commitment to the Bookrunner (as agent for the Company) to subscribe for the number of Placing Shares allocated to it on the terms set out in this appendix.
4. Commissions will not be paid to Placees or by Placees in connection with the Placing.
5. The Bookrunner has the right to terminate the Placing Agreement at any time prior to Admission if, *inter alia*, in the opinion of the Bookrunner: (i) any statement contained in any document issued by the Company in connection with the Placing has become or been discovered to be untrue, incorrect or misleading in any material respect or there is a material mistake or inaccuracy in such document; (ii) there has been any material breach of the warranties contained in the Placing Agreement; (iii) a matter has arisen which gives rise to a claim under the indemnities given by the Company under the Placing Agreement; (iv) the Company has failed or will be unable to comply with any of its material obligations under the Placing Agreement; (v) there has occurred any material adverse change in the financial position or prospects of the Company; or (vi) there occurs an event of force majeure. On the occurrence of any one or more of the above-mentioned circumstances, the Bookrunner may, in its absolute discretion, by notice to the Company, terminate the Placing Agreement with immediate effect. If circumstances arise that would allow the Bookrunner to terminate the Placing Agreement, it may nevertheless determine to allow Admission to proceed. If the Placing Agreement is terminated prior to Admission, the Placing will lapse and the rights and obligations of the Placees hereunder shall cease and determine at such time and no claim can be made by any Placee in respect thereof. In such event, all monies (if any) paid by the Placees to the Bookrunner at such time shall be returned to the Placees at their sole risk without any obligation on the part of the Company or the Bookrunner or any of their respective affiliates to account to the Placees for any interest earned on such funds. The Placees acknowledge and agree that the Company and the Bookrunner may, at their sole discretion, exercise their contractual rights to waive or to extend the time and/or date for fulfilment of any of the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments.
6. The Bookrunner is acting exclusively for the Company and no one else in connection with the matters referred to in this announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the clients of the Bookrunner or for providing advice in relation to the matters described in this announcement. The Bookrunner shall not have any liability to any Placee nor shall they owe any Placee fiduciary duties in respect of any claim they may have under the Placing Agreement (or to any other person whether acting on behalf of a Placee or otherwise) in respect of the exercise of their contractual rights to waive or to extend the time and/or date for the satisfaction of any condition in the Placing Agreement or in respect of termination of the Placing Agreement or in respect of the Placing generally.
7. Each Placee acknowledges to, and agrees with, the Bookrunner for itself and as agent for the Company, that except in relation to the information in this announcement, it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing.
8. Settlement of transactions in the Placing Shares following Admission will take place within CREST, using the delivery versus payment mechanism, subject to certain exceptions. The Bookrunner reserves the right to require settlement for, and delivery of, the Placing Shares to Placees by such other means that it deems necessary if delivery or settlement is not practicable.

in CREST within the timetable set out in this announcement or would not be consistent with the regulatory requirements in the jurisdictions of such Placees.

9. It is expected that settlement of the Placing will occur on **27 April 2026** on which date each Placee must settle the full amount owed by it in respect of the Placing Shares allocated to it. The Bookrunner may (after consultation with the Company) specify a later settlement date (or dates) at its absolute discretion. Payment must be made in cleared funds. The payment instructions for settlement in CREST and settlement outside of CREST will be notified to each Placee by the Bookrunner. The trade date of the Placing Shares is **23 April 2026**. Interest is chargeable daily on payments to the extent that value is received after the due date at the rate per annum of 2 percentage points above the Barclays Bank plc base rate. If a Placee does not comply with these obligations, the Bookrunner may sell the Placing Shares allocated to such Placee (as agent for such Placee) and retain from the proceeds, for its own account, an amount equal to the Issue Price plus any interest due. The relevant Placee will, however, remain liable, *inter alia*, for any shortfall below the Issue Price and it may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of its Placing Shares on its behalf. Time shall be of the essence as regards the obligations of Placees to settle payment for the Placing Shares and to comply with their other obligations under this appendix.
10. If Placing Shares are to be delivered to a custodian or settlement agent of a Placee, the relevant Placee should ensure that its Contract Note is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are to be registered in the name of a Placee or that of its nominee or in the name of any person for whom the Placee is contracting as agent or that of a nominee for such person, such Placing Shares will, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees should match the CREST details as soon as possible or if using a settlement agent they should instruct their agent to do so. Failure to do so could result in a CREST Settlement fine.

Conditions of the Placing

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The Bookrunner's obligations under the Placing Agreement are conditional on, *inter alia*, the following:

1. the posting of the circular convening the General Meeting;
2. the passing of the resolutions to be proposed at the General Meeting;
3. the Placing Shares having been allotted, conditional only on Admission;
4. the warranties on the part of the Company in the Placing Agreement being true and accurate in all material respects and not misleading as of the date of the Placing Agreement, and immediately prior to Admission, as though they had been given and made on such dates by reference to the facts and circumstances then subsisting;
5. the Bookrunner not having terminated the Placing Agreement before Admission in accordance with its terms; and
6. Admission taking place by not later than 8.00 a.m. on **27 April 2026** or such later date as the Company and the Bookrunner may agree in writing but in any event not later than 8.00 a.m. on **11 May 2026**.

If (a) any of the conditions set out in the Placing Agreement, including those described above, in relation to the Placing are not fulfilled or waived by the Bookrunner by the respective time or date where specified (or such later time or date as the Company and the Bookrunner may agree); (b) any of such conditions becomes incapable of being fulfilled; or (c) the Placing Agreement is terminated, the Placing will not proceed and each Placee's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee against any of the Company or the Bookrunner in respect thereof.

The Bookrunner may, in its absolute discretion and upon such terms as it thinks fit, waive fulfilment of all or any of the conditions in the Placing Agreement in whole or in part, or extend the time provided for fulfilment of one or more conditions, save that certain conditions including the condition relating to Admission may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this announcement.

Neither the Bookrunner, nor any of its affiliates, nor any of its or its affiliates' directors, officers, employees, agents or advisers shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision it may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision it may make as to the satisfaction of any condition or in respect

of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Bookrunner.

Representations and Warranties by Placees

By participating in the Placing, each Placee (and any persons acting on its behalf):

1. represents and warrants that it has read this announcement in its entirety and acknowledges that its participation in the Placing will be governed by the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings of this announcement (including this appendix);
2. acknowledges that no offering document or prospectus has been or will be prepared in connection with the Placing and that it has not received a prospectus or other offering document in connection therewith;
3. represents, warrants and undertakes that it will subscribe for the Placing Shares allocated to it in the Placing and pay for the same in accordance with the terms of this appendix failing which the relevant Placing Shares may be placed with other subscribers or sold as the Bookrunner determines and without liability to such Placee;
4. confirms the Bookrunner's absolute discretion with regard to the Placing Agreement and agrees that the Bookrunner owes it no fiduciary duties in respect of any claim it may have relating to the Placing;
5. undertakes and acknowledges that its obligations under the Placing are legally binding and irrevocable;
6. represents and warrants that it is entitled to subscribe for Placing Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed and complied with such laws and obtained all such governmental and other guarantees and other consents which may be required thereunder and complied with all necessary formalities;
7. acknowledges that it is not entitled to rely on any information other than that contained in this announcement (including this appendix) and represents and warrants that it has not relied on any representations relating to the Placing, the Placing Shares or the Company other than the information contained in this announcement;
8. acknowledges that neither the Bookrunner nor the Company nor any of their affiliates nor any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company other than this announcement; nor has it requested the Bookrunner, the Company, any of their affiliates or any person acting on behalf of any of them to provide it with any such material;
9. represents and warrants that the issue to the Placee, or the person specified by such Placee for registration as holder of Placing Shares, will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services);
10. represents and warrants that it is aware of and has complied with its obligations in connection with money laundering under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006 and the Anti Terrorism Crime and Security Act 2001 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (together, the "**Regulations**") and, if it is making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it and that the applicable procedures have been carried out to verify the identity of the third party as required by the Regulations;
11. if in the United Kingdom, represents and warrants that it is a "qualified investor" within the meaning of paragraph 15 of Schedule 1 of the POAT and also a person falling within Article 19(5) or Article 49(2)(a) to (d) of the Order and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
12. represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
13. represents and warrants that it has complied and will comply with all applicable provisions of (i) FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom and (ii) the Prospectus Regulation;

14. if in a Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a **"Relevant Member State"**), the relevant Placee represents and warrants that it is a "professional client" or an "eligible counterparty" within the meaning set out in EU Directive 2014/65/EU on markets in financial instruments ("MiFID II"), as implemented into national law of the relevant EEA state, and that:
- (a) it is a Qualified Investor; or
 - (b) in the case of any Placing Shares acquired by it as a financial intermediary, (a) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of the Bookrunner has not been given to the offer or resale; or (b) where Placing Shares have been acquired by it on behalf of persons in any member state of the European Economic Area other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons; or
 - (c) such securities are sold in any other circumstance which does not require the publication of a prospectus by the Company pursuant to the Prospectus Regulation; or
 - (d) it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion, and that, unless otherwise agreed with the Company, it (and any such account) is subscribing for the Placing Shares in an "offshore transaction" (within the meaning of Regulation S under the US Securities Act).
16. acknowledges that the Bookrunner is acting solely for the Company and that participation in the Placing is on the basis that it is not and will not be a client or customer of the Bookrunner or any of its affiliates and that the Bookrunner and its affiliates have no duties or responsibilities to it for providing the protections afforded to their clients or customers or for providing advice in relation to the Placing or in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of the Bookrunner's rights and obligations thereunder, including any right to waive or vary conditions or exercise any termination right;
17. represents and warrants that its obligations under the Placing are valid, binding and enforceable and that it has all necessary capacity and authority, and has obtained all necessary consents and authorities to enable it to commit to participation in the Placing and to perform its obligations in relation thereto and will honour its obligations (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this announcement);
18. undertakes and agrees that (i) the person whom it specifies for registration as holder of the Placing Shares will be (a) the Placee or (b) a nominee of the Placee, (ii) neither the Bookrunner nor the Company or any of their respective affiliates will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement and (iii) the Placee and any person acting on its behalf agrees to subscribe on the basis that the Placing Shares will be allotted to the CREST stock account of the Bookrunner which will act as settlement agent in order to facilitate the settlement process;
19. acknowledges that any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract;
20. represents and warrants that it understands that the Placing and sale to it of the Placing Shares has not been and will not be registered under the US Securities Act or the laws of any state of the United States; therefore, it agrees that it will not offer, sell or pledge any Placing Shares in the United States unless and until the Placing Shares are registered under the US Securities Act (which it acknowledges the Company has no obligation to do);
21. acknowledges that the Ordinary Shares are admitted to trading on AIM, and that the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules, which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account (the "Exchange Information"), and that it is able to obtain or access the Exchange Information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;

22. acknowledges the obligations regarding insider dealing in the Criminal Justice Act 1993, market abuse under the MAR and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;
23. represents and warrants that it has neither received nor relied on any confidential or price-sensitive information concerning the Company in accepting this invitation to participate in the Placing;
24. the Placee consents to the Company making a notation on its records or giving instructions to any registrar and transfer agent of the Placing Shares in order to implement the restrictions on transfer set forth and described above;
25. if required by applicable securities laws or as otherwise reasonably requested by the Company, the Placee will execute, deliver and file and otherwise assist the Company in filing reports, questionnaires, undertakings and other documents with respect to the issue of the Placing Shares;
26. the Placee has such knowledge and experience in financial, business and tax matters as to be capable of evaluating the merits and risks of its investment in the Placing Shares and it is able to bear the economic risks and complete loss of such investment in the Placing Shares;
28. represents and warrants that it is purchasing the Placing Shares for its account or for the account of one or more persons for investment purposes only and not with the purpose of, or with a view to, the resale, transfer or distribution or granting, issuing or transferring of interests in, or options over, the Placing Shares and, in particular, neither the Placee nor any other person for whose account it is purchasing the Placing Shares has any intention to distribute either directly or indirectly any of the Placing Shares in the United States;
29. represents and warrants that it has such knowledge and experience in financial and business matters and expertise in assessing credit and all other relevant risks that it is capable of evaluating independently, and has evaluated independently and conducted an in-depth detailed analysis on, the merits and risks of a purchase of the Placing Shares for itself and each other person, if any, for whose account it is acquiring any Placing Shares, and it has determined that the Placing Shares are a suitable investment for itself and each other person, if any, for whose account it is acquiring any Placing Shares, both in the nature and the number of the Placing Shares being acquired;
30. represents and warrants that it has been independently advised as to any resale restrictions under applicable securities laws in its own jurisdiction and has not been the recipient of materials of the Company or Placing and no offer or invitation to sell or issue, or any solicitation to purchase or subscribe for, Placing Shares has been made in circumstances that would or might constitute a breach of securities laws in any relevant jurisdiction which applies to it;
31. acknowledges and agrees that the Placing Shares have not been and will not be registered under the relevant securities laws of any of Australia, Japan, Jersey or South Africa or any state or territory within any such country and, subject to certain limited exceptions, may not be, directly or indirectly, offered, sold, renounced, transferred, taken-up or delivered in, into or within those jurisdictions;
32. acknowledges that it and, if different, the beneficial owner of the Placing Shares is not, and at the time the Placing Shares are acquired will not be residents of Australia, Canada, Japan, or the Republic of South Africa;
33. represents, warrants and acknowledges to the Bookrunner that it is outside the United States and will only offer and sell the Placing Shares outside the United States in offshore transactions in accordance with Regulation S under the US Securities Act;
34. acknowledges that it will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares;
35. acknowledges that any monies of any Placee or any person acting on behalf of the Placee held or received by the Bookrunner will not be subject to the protections conferred by the FCA's Client Money Rules. As a consequence, these monies will not be segregated from the monies of the Bookrunner and may be used by the Bookrunner in the course of its business, and the relevant Placee or any person acting on its behalf will therefore rank as a general creditor of the Bookrunner;
36. agrees to indemnify on an after-tax basis and hold the Bookrunner, the Company and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including

legal fees and expenses) arising out of, directly or indirectly, or in connection with any breach by it of the representations, warranties, acknowledgements, agreements and undertakings in this appendix and further agrees that the provisions of this appendix shall survive after completion of the Placing and Admission;

37. represents and warrants that it has complied with any obligations under MAR; and
38. represents and warrants that it has not taken any action which will or may result in the Bookrunner or the Company acting in breach of any law, regulation or requirement of any territory or jurisdiction in connection with its participation in the Placing.

The acknowledgements, undertakings, representations and warranties referred to above are given to each of the Company and the Bookrunner (for their own benefit and, where relevant, the benefit of their respective affiliates) and are irrevocable. The Company and the Bookrunner will rely upon the truth and accuracy of the foregoing acknowledgements, undertakings, representations and warranties.

All times and dates in this announcement may be subject to amendment by the Bookrunner (in its absolute discretion). The Bookrunner shall notify the Placees and any person acting on behalf of the Placees of any changes.

Each Placee understands that certain personal information may be collected by the Company for the purposes of completing the Placing, which includes, without limitation, determining its eligibility to purchase the Placing Shares under applicable securities laws and completing filings required by any securities commission or other regulatory authority. Each Placee's personal information may be disclosed by the Company to: (a) securities commissions or stock exchanges; (b) taxing authorities; and (c) any of the other parties involved in the Placing, including legal counsel to the Company and the Bookrunner, and may be included in record books in connection with the Placing. By purchasing the Placing Shares, each Placee will be deemed to have consented to the foregoing collection, use and disclosure of its personal information and the filing of copies or originals of any of its documents submitted hereunder as may be required to be filed with any securities commission or stock exchange in connection with the transactions contemplated hereby. Each Placee further understands that certain information provided by it, including its name, address, telephone number and email address, the number of Placing Shares being purchased and its registrant or insider status, if applicable, will be disclosed to the applicable securities regulatory authorities, and such information is being collected by such securities regulatory authorities under the authority granted to each of them under securities legislation. Each Placee will be deemed to have authorised the indirect collection of such information by such securities regulatory authorities. This information is being collected for the purposes of the administration and enforcement of the securities legislation of such jurisdictions.

DEFINITIONS AND GLOSSARY OF DEFINED TERMS

In addition to the terms previously defined, the following definitions apply throughout this announcement unless the context otherwise requires:

"Admission"	the admission to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules for Companies
"AIM"	the AIM market of the London Stock Exchange
"AIM Rules"	the AIM Rules for Companies issued by the London Stock Exchange
"Bookrunner"	Cavendish Capital Markets Limited
"Company"	Reabold Resources plc
"CREST"	the system enabling title to securities to be evidenced and transferred in dematerialised form operated by Euroclear UK & Ireland Limited
"FCA"	the Financial Conduct Authority
"FSMA"	the Financial Services and Markets Act 2000 (as amended)
"General Meeting"	the general meeting of the Company proposed to be held on or around 24 April 2026

"London Stock Exchange"	London Stock Exchange plc
"MAR"	the EU Market Abuse Regulation (No.596/2014) (as may be amended)
"Ordinary Shares"	the ordinary shares in the capital of the Company in issue at the date of this announcement
"Placing"	the Placing by the Bookrunner of the Placing Shares on behalf of the Company pursuant to the Placing Agreement and subject to the terms and conditions set out or referred to in this announcement
"Placing Agreement"	the agreement entered into between the Bookrunner and the Company in connection with the Placing
"Placing Shares"	the new Ordinary Shares to be issued in connection with the Placing
"POAT"	The Public Offers and Admissions to Trading Regulations 2024
"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland
"US" or "United States"	United States of America, its territories and possessions, any State of the United States of America and the District of Columbia and all other areas subject to its jurisdiction
"US Person"	has the meaning given in Regulation S under the US Securities Act
"US Securities Act"	the US Securities Act of 1933, as amended

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