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The Directors of Ormonde (whose names are set out on page 4) accept responsibility for the information contained in this document, save where otherwise explicitly stated. To the best of the knowledge and belief of the Directors of Ormonde (having taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Ormonde Mining plc

(incorporated and registered in Ireland under the Companies Acts 1963 to 1983 with registered number 96863)

Proposed Project Financing of the Barruecopardo Tungsten Project

Notice of Extraordinary General Meeting

This document is not a prospectus and does not contain an offer to the public to purchase or subscribe for securities within the meaning of the Prospectus Regulations. This document has not been approved by the UK Listing Authority or the Central Bank of Ireland. This document does not constitute a prospectus and a copy of it has not been and will not be delivered to the Registrar of Companies in Ireland or in England and Wales. This document is a Circular relating to the Proposed Project Financing of the Barruecopardo Tungsten Project which has been prepared in accordance with the ESM Rules and the AIM Rules, and to the extent relevant, the Irish Takeover Rules.

Davy, which is regulated in Ireland by the Central Bank of Ireland, is acting exclusively for Ormonde and no-one else in connection with the Project Financing. Davy will not regard any other person (whether or not a recipient of this document) as its customer or be responsible to any other person for providing the protections afforded to customers of Davy nor for providing advice in relation to the transactions and arrangements described in this document. Davy is not making any representation or warranty, express or implied, as to the contents of this document. Davy has not approved the contents of, or any part of, this document and no liability whatsoever is accepted by Davy for the accuracy of any information or opinions contained in this document or for the omission of any information from this document.

Your attention is drawn to the letter from the Chairman in Part I set out on pages 4 to 15 of this document, which explains the purpose of the Resolution to be proposed at the Extraordinary General Meeting and includes a unanimous recommendation from the Board to vote in favour of the Resolution. Notice of the Extraordinary General Meeting of Ormonde Mining plc, to be held at the offices of Davy, Davy House, 49 Dawson Street, Dublin 2, Ireland, at 10.00 a.m. on 19 May, 2015, is set out at the end of this document. To be valid, the enclosed Form of Proxy for use in connection with the Extraordinary General Meeting should be completed and returned as soon as possible and, in any event, so as to reach the Company’s registrars, Computershare Investor Services (Ireland) Limited, Heron House, Corrig Road, Sandyford Industrial Estate, Dublin 18, Ireland, by not later than 10.00 a.m. on 17 May, 2015 (or, in the case any adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting). Completion and return of a Form of Proxy will not preclude Shareholders from attending and voting at the Extraordinary General Meeting should they so wish.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in facts set out in this document since such date. Nothing contained in this document shall be deemed to be a forecast, projection or estimate of the future financial performance of Ormonde or the Ormonde Group except if otherwise expressly stated. Ormonde does not intend or undertake any obligation to update any information contained in this document, except as required by applicable law.

No statement in this document is intended to constitute a profit forecast or profit estimate for any period, nor should any statement be interpreted to mean that losses or losses per share will necessarily be greater or lesser than those for the relevant preceding financial periods for Ormonde. Furthermore, no statement in this document is intended to constitute a valuation of any asset of Ormonde.

This document includes forward-looking statements. The words “believe”, “anticipate”, “expect”, “intend”, “aim”, “plan”, “predict”, “continue”, “assume”, “positioned”, “may”, “will”, “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 also include statements regarding the intentions, belief or current expectations of the Directors, Ormonde or the Ormonde Group concerning, among other things, the results of operations, expectations in respect of the Project Financing, financial condition, liquidity, prospects, growth and strategies of the Ormonde 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 Ormonde Group, that could cause the actual results of the Ormonde Group to differ materially from those indicated in any such statements. Shareholders should not place undue reliance on forward-looking statements because they may involve known and unknown risks, uncertainties and other factors that are in many cases beyond the control of the Ormonde 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.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Event	Time and Date
Announcement of the Proposed Project Financing of the Barruecopardo Tungsten Project	29 April 2015
Date of publication of this Circular	29 April 2015
Latest time and date for receipt of Forms of Proxy for the EGM	10.00 a.m. on 17 May 2015
EGM	10.00 a.m. on 19 May 2015
Expected Completion of the Proposed Project Financing of the Barruecopardo Tungsten Project	June 2015

Note: Each of the times and dates in the table above is indicative only and may be adjusted by Ormonde, in which event details of the new times and dates will be notified, by way of an announcement issued via a Regulatory Information Service, to the Irish Stock Exchange and to the London Stock Exchange. References to times in this Circular are to Dublin times unless otherwise stated.

PART I: LETTER FROM THE CHAIRMAN

ORMONDE MINING PLC

(incorporated and registered in Ireland under the Companies Acts 1963 to 1983 with registered number 96863)

Directors

Mike Donoghue (*Executive Chairman*)
Kerr Anderson (*Chief Executive*)
Stephen Nicol (*Chief Operating Officer*)
John Carroll (*Non-Executive Director*)

Registered Office
6 Northbrook Road,
Dublin 6,
Ireland

29 April, 2015

To the Shareholders, and, for information only, to the Option Holders

Dear Shareholder,

1. INTRODUCTION

Ormonde is developing its flagship Barruecopardo Tungsten Project located in the Salamanca Province of the Castilla y León Region in North West Spain, which the Board believes to be one of the premier undeveloped tungsten projects in the world outside of China. In January 2014, the Environmental Impact Declaration for Barruecopardo was granted by the Regional Environment Department, and in November 2014, the Company received the Mining Concession for Barruecopardo from the Director General for Energy and Mines in the Castilla y Leon Region. The Company has now negotiated a full financing package that will (if approved by Shareholders) enable Barruecopardo to be developed in the short to medium term.

On 18 February 2015, the Company announced that it had entered into an exclusivity period and had signed a term sheet with funds managed by Oaktree in relation to a package which would provide the funding requirements to enable development of the Project as well as an early evaluation of a Stage 2 expansion. On 29 April, 2015, the Company announced that it had finalised binding agreements, conditional, *inter alia*, on Shareholder approval, in relation to the Project Financing, and provided details of a comprehensive USD 99.7 million financing package with OCM Tungsten Holdings, a subsidiary of Oaktree, to enable the Project's development. The financing package is split between project equity of USD 44.2 million (~€40.1 million) and project debt of USD 55.5 million (~€50.3 million) for a 70% interest in the Project for OCM Tungsten Holdings (to be held through a new company Barruecopardo JV). Of this 70% interest, a 5% interest in the Project is attributable to the provision of the debt facility. The Project Financing represents the full funding for the development of the Barruecopardo Project, together with a significant budget to conduct the early evaluation of a Stage 2 expansion of the Project. The Oaktree financing package also includes funding to allow for repayment of the USD 1.5 million working capital loan facility provided by Oaktree to Ormonde under a loan agreement as announced on 18 February 2015. Ormonde will receive an annual management fee of €1.0 million for the services provided under a management services agreement.

The Oaktree financing package in respect of which approval of Shareholders is being sought, includes a flexible debt facility, which the Board of Ormonde believes should enable cash to be retained within the business and applied towards the fast track development of an eventual underground mining Stage 2 expansion. The debt facility also allows for dividends to be distributed during the lifetime of the facility. Based on existing projections, no further equity funding at Project level is envisaged.

Having regard to the nature of the Project Financing, the ESM Rules and the AIM Rules, and the provisions of the Irish Takeover Rules (which provide that the Company is in an "offer period" at this time as a result of the non-binding indicative proposal announced by Almonty on 10 March, 2015), the Proposed Project Financing is being put to Shareholders for their consideration, and its implementation is conditional on Shareholder approval.

The purpose of this Circular is to provide you with further details of the Project Financing and to explain why the Board considers the Project Financing to be in the best interests of the Company and its Shareholders as a whole. As summarised below, the Project Financing:

-
- provides funding certainty with a total funding package of USD 99.7 million committed by Oaktree, which includes a large component of project level equity;
 - mitigates against the possibility of further dilution for Shareholders through subsequent funding requirements, by:
 - providing a comprehensive funding package which includes a significant overrun provision;
 - including a debt facility with flexible repayment terms and the ability to retain cash to develop the business; and
 - providing for an annual management fee of €1.0 million payable to Ormonde which covers its current working capital requirements.
 - enables an early evaluation of a Stage 2 expansion of the Project; and
 - represents the best available opportunity to guarantee the development of Barruecopardo, while retaining significant shareholder value.

Accordingly the Board is recommending that you vote in favour of the Resolution at the Extraordinary General Meeting which is convened to be held at 10.00 a.m. on 19 May, 2015.

2. BACKGROUND TO THE PROJECT FINANCING

The Board has been actively pursuing potential options for the financing of the Barruecopardo Project for the past two years.

The principal criteria the Board applied for ranking funding proposals have been:

- i. a funding package which minimises value dilution to existing Shareholders, with the resultant retention of significant Shareholder value, and
- ii. funding certainty, with a package sufficient to deliver the development of the Project, with the lowest risk of returning to Shareholders for additional funding.

The options explored included, *inter alia*, bank debt financing, bond debt financing, joint venture (project level) equity, and/or equity issued by Ormonde itself, together with other value realisation transactions. The Board has engaged in detailed discussions with a number of potential joint venture parties, received indicative term sheets for bank and bond debt funding options and investigated the possibilities for a large equity raise at Ormonde level (such an equity raise being a requirement under debt term sheets received). The objective of the Board in this context has been to identify and source the best achievable funding package for the development of Barruecopardo.

In January 2014, the Company engaged Swedbank as advisors in relation to a senior bond financing of approximately €50 million to provide the senior debt for the Project. Following feedback and indicative terms resulting from meetings with numerous potential bond investors, and a recommendation from Swedbank, the Board entered into detailed discussions with Oaktree on an arrangement to provide the full amount of the debt financing contemplated. Oaktree also sought to provide project level equity which the Board considered to be of substantial benefit as if agreed between the parties, this would guarantee a full funding package of both debt and equity for the Project.

Following the completion by Oaktree of technical due diligence and subsequent agreement on the principal terms, the Board granted Oaktree a period of exclusivity, as announced on 18 February 2015, to allow the parties to advance the proposed Project Financing arrangements, draft the long form documentation and sign binding agreements. Oaktree also agreed to provide a six month loan to Ormonde of USD 1.5 million to provide for ongoing working capital requirements.

In making its final decision to proceed with the Oaktree Project Financing, the Directors believe the following points are most relevant with regards to realising and preserving shareholder value:

- based on indicative term sheets received by Ormonde, all respective potential debt structures would have required a very significant equity issue to ensure that the Project was capable of being fully funded (the equity portion of the Oaktree financing is USD 44.2 million);

-
- the markets for debt and equity funding of resource projects have been persistently challenging over the last eighteen months, and when considered together with Ormonde's market capitalisation (approximately €18.4 million as of the Latest Practicable Date), the Directors are of the opinion that any such equity raise would be (i) extremely challenging to conclude and (ii) require a notable discount to the prevailing share price which would result in significant value dilution for Shareholders;
 - given that the Project Financing ensures that the Project becomes fully funded with, subject to shareholder approval, limited transaction risk, the flexibility in the debt structure and the provision of the annual management fee which funds Ormonde's current working capital requirements, the Directors believe that the proposal preserves value and upside for Shareholders.

About Oaktree

Oaktree is a global investment manager specialising in alternative investments with USD 100 billion in assets under management as of 31 March 2015, of which some USD 16 billion is dedicated to private equity globally, on behalf of pension funds, insurance companies, institutional investors and sovereign wealth funds, among others. Oaktree is listed on the New York Stock Exchange under the ticker "OAK" and has over 900 employees in 17 offices globally. Oaktree is a long-term investor investing in various growing industries, focusing its value creation predominantly on operational and strategic initiatives.

Oaktree would undertake its investment in Barruecopardo JV through its European Principal Group ("EPG"), which is Oaktree's European private equity division, headquartered in London. EPG has a long-standing presence in the European market and has a successful history of partnering with management teams to create long-term value in a number of industries. EPG is a long-term investor and its typical investment horizon for private equity investments of this nature has historically been in the region of 5-7 years.

3. INFORMATION ON THE BARRUECOPARDO PROJECT

Overview

The Board believes the Barruecopardo Project, located in the Salamanca Province of the Castilla y León Region in North West Spain, to be one of the premier undeveloped tungsten projects in the world outside of China. The Project is a brownfield site, the deposit having previously been worked to shallow depths by a series of small open pit workings (30m depth) and one larger open pit (80m depth), from the early 1900s until 1982. Following the completion of a Definitive Feasibility Study ("DFS") reported in February 2012 - which demonstrated strong economics for the initial nine year open pit mine upon which the DFS was based - full permitting documentation was submitted by Saloro (Ormonde's wholly-owned Spanish subsidiary) to the Provincial authorities in July 2012. In January 2014, the Environmental Impact Declaration for Barruecopardo was granted to Saloro by the Regional Environment Department, and in November 2014, Saloro received the approval of the Mining Concession for Barruecopardo from the Director General for Energy and Mines in the Castilla y Leon Region. The Mining Concession covers an area of around six square kilometres including the Barruecopardo Deposit and any potential strike extensions; being granted for an initial period of 30 years which can be renewed for two further periods of 30 years each.

Ormonde would, by way of the Proposed Project Financing, complete the required financing package for the Project, enabling the Project's development to commence during 2015, with production scheduled to commence in late 2016.

Mineralisation & Mineral Resources

The tungsten at Barruecopardo (predominantly in the form of the mineral called scheelite) is hosted within a steeply dipping, mineralised vein system with a strike length of over 1.6 kilometres. The deposit is open at depth, with drilling to date having tested only the top 150 to 250 metres of the deposit.

As part of the DFS, a Mineral Resource Estimate was prepared by CSA Global UK Ltd (“CSA”) and reported according to the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (The JORC Code 2004 edition) as follows:

Classification	Tonnes (million)	Grade (WO3%)	Contained mtus (WO3)
Measured	5.47	0.34	1.86 million
Indicated	12.33	0.26	3.20 million
Inferred	9.59	0.23	2.20 million
GLOBAL	27.39	0.26	7.12 million

Mining & Ore Reserves

Open pit optimisation on the mineral resource utilising a tungsten APT price of USD 275/mtu was carried out by CSA leading to the preparation of a practical open pit mine design and subsequent development of a life-of-mine plan.

From the Measured and Indicated Resources captured within the open pit, a Proven and Probable Mining Reserve was defined in the DFS totalling 8.69Mt grading 0.30% WO₃, broken down as follows:

Classification	Tonnes (million)	Grade (WO3%)	Contained mtus (WO3)
Proven	4.96	0.33	1.64 million
Probable	3.73	0.26	0.98 million
TOTAL	8.69	0.30	2.61 million

These reserves have been scheduled for extraction over a nine year mine life and the averaged stripping ratio of waste to ore from the open pit is 6.3:1.

Mining will be carried out by conventional open pit methods using local contractors, adopting traditional “drill and blast” mining with excavator and truck operations. The new pit will comprise extensions to the historic main pit excavation to the north and south and at depth. Full mine production of 1.1Mt of ore per annum is expected to be achieved following a one year ramp up period (0.7Mt in Year-1).

Mineral Processing

Mineral processing, utilising the benefits from the coarse nature of the mineralisation, will be carried out by simple gravity methods (jigs and spirals) following four stages of crushing, which will produce pre-concentrates containing the tungsten. Following grinding and tabling of this pre-concentrate, a final clean-up circuit will remove sulphides to produce the saleable concentrate. Extensive metallurgical testwork has been carried out to define the process flow sheet, and the process plant will produce an average annualised 227,000 mtus of WO₃ over the nine year period of the open pit operation, with steady state production of 260,000 mtus per annum when operating at full capacity.

Capital and Operating Costs

The DFS reported a capital cost of €48.5M (including contingency) and cash operating costs over the life of the open pit mine of €99 per mtu. Based upon the updated cost estimates prepared by Fairport Engineering Ltd, as part of the basic engineering design works for the processing plant and updates to other capital costs completed by Ormonde, the estimated capex for the Project, including a 10% contingency, is now €53.5M (approximately USD 59 million). This is an increase of around 10% on the 2012 DFS estimate. The majority of this increase results from scope changes and modifications from the original DFS design criteria agreed as part of the basic engineering design process, or from the requirements of the project environmental approvals. Based upon updated process operating costs from the basic engineering works and an updated quotation for the mining contract, the current estimated cash operating costs are €103.7 (approximately USD 114) per mtu.

Potential to Extend and Expand the Mine Life

The initial focus for the development of the mining operation at Barruecopardo will be on delivering stable production in line with that in the DFS. However, significant potential exists to extend the life of the mining operations, in addition to expansion opportunities. The principal likelihood for extension would be through an underground operation developed on tungsten mineralisation below that to be exploited by open pit mining. The mineral resources are open at depth (and along strike), with drilling to-date having investigated only the top

150-250 metres of the deposit. The Oaktree financing package provides a budget of €3.2 million to advance an extensive drilling program during the Project's development stage and complete relevant technical studies, with the goal of allowing for the fast tracking of an underground mining Stage 2 expansion at Barruecopardo.

In addition, several "satellite" tungsten bodies and deposits (exploited historically) are located in proximity to Barruecopardo on licence areas held by Ormonde, the closest being Valdegallegos which is located within the area covered by the Mining Concession. These provide potential for additional feed sources for an operating plant at Barruecopardo should exploitable tungsten resources be defined.

Ability to Significantly Increase Production

Excess production capacity has been in-built into the design and operation of the processing plant, defined in the DFS to treat 1.1 million tonnes per annum operating on a five day week. If the Company were to run the operation at weekends, this could increase the production capacity by up to 40% with no additional capital cost.

Tungsten Sales

In March 2014, the Company entered into an offtake agreement with a subsidiary of the Noble Group ("Noble"), whereby Noble agreed to purchase 100% of the tungsten concentrate produced from the Barruecopardo open pit mine during its initial five years of operation. Ormonde is currently in discussions with Noble in relation to modifications to the offtake agreement. While there is nothing to suggest an agreement cannot be reached, Ormonde and Noble have the option to terminate the existing agreement should such modifications not be mutually acceptable.

It is not a requirement of Completion that an offtake agreement is in place.

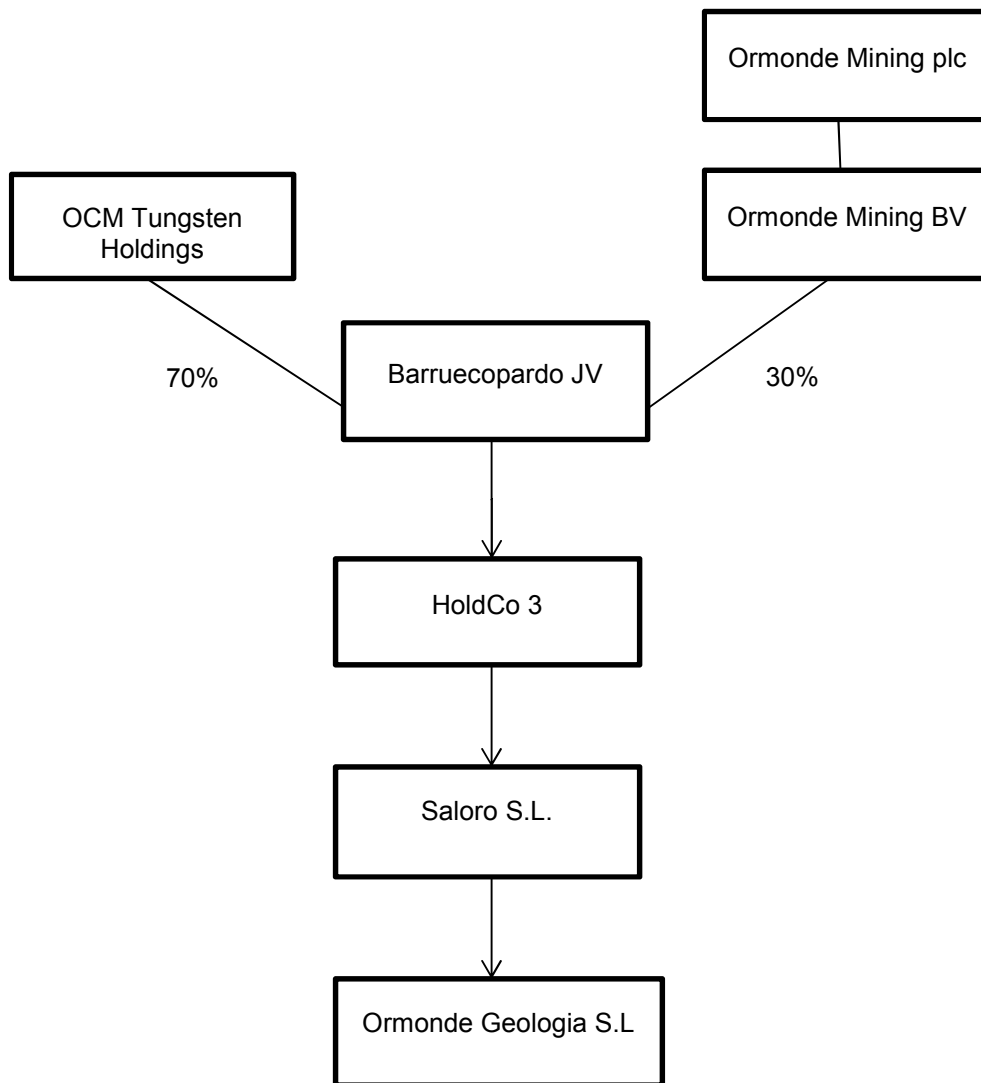
4. OVERVIEW OF THE PROJECT FINANCING AND PROJECT FINANCING AGREEMENTS

Under the terms of the Subscription and Framework Agreement, OCM Tungsten Holdings will, subject to the passing of the Resolution at the EGM and completion by the Group of a number of mechanical restructuring steps (as referred to below), subscribe USD 44.2 million for shares representing a 70% interest in Barruecopardo JV. This equates to an overall equity value of USD 63.1 million. Of this 70% interest, a 5% interest in Barruecopardo JV is attributable to the provision of the debt facility. Barruecopardo JV will be a newly incorporated and wholly owned subsidiary established by Ormonde for the purposes of the Project Financing.

Following Completion, OCM Tungsten Holdings will hold 70% of the share capital in Barruecopardo JV, with Ormonde Mining plc holding the remaining 30% through its wholly owned subsidiary, Ormonde Mining BV. Barruecopardo JV will hold a 100% interest in both Saloro (the holder of the Barruecopardo Mining Concession and the Saloro Investigation Permits) and Ormonde Geologia (the holder of the Geologia Investigation Permits in the vicinity of Barruecopardo). The Subscription and Framework Agreement provides that Ormonde Mining BV gives certain representations and warranties to OCM Tungsten Holdings in connection with Barruecopardo JV and Saloro, and for the entry into of the Shareholders Agreement, Management Agreement and the Facility Agreement.

Barruecopardo JV will be controlled by OCM Tungsten Holdings and Ormonde Mining BV pursuant to the terms of the Shareholders Agreement, while Ormonde Mining BV will receive an annual management fee for services provided under the terms of the Management Agreement.

A schematic of the proposed group structure following completion of the Project Financing is set out below.



As part of the Project Financing, OCM Tungsten Holdings will, pursuant to the Facility Agreement, provide to Saloro a 5 year USD 55.5 million term loan facility, at an overall interest rate of 12% per annum. The purpose of the loan facility is to fund the development of Barruecopardo and once completed to fund the working capital requirements of the mine and related group companies, including the cost of investigation of an underground mine at Barruecopardo and potential satellite deposits which may provide additional ore to be processed at the Project. The Facility Agreement allows the Barruecopardo JV Board the flexibility with respect to repayment of principal, allowing Saloro to accumulate cash, if appropriate, enabling the potential for such cash to be applied for the fast track development of an underground mine. The Facility Agreement also allows Saloro the option to make distributions to its shareholders during its term. The Facility Agreement provides for a number of terms and conditions to drawdown which are further detailed in Part II of this document (see *Key Terms of the Principal Project Financing Agreements*).

The Shareholders Agreement will govern the relationship between the parties on an ongoing basis.

Under the Shareholders Agreement, OCM Tungsten Holdings has the right to appoint four directors and Ormonde has the right to appoint two directors to the Barruecopardo JV Board. Voting at any general meetings of Barruecopardo JV will be on a one vote per share held basis.

The Shareholders Agreement details a number of important matters requiring the consent of both parties, including matters such as effecting any material change to the business of Barruecopardo JV and transactions to acquire or subscribe for shares in other companies, to establish a new subsidiary, or to effect a merger or

consolidation involving Barruecopardo JV, with certain other decisions of the Barruecopardo JV Board being decided by majority vote. The Ormonde directors will take the operational lead in the management of Barruecopardo. There are also a number of operational matters which will require the prior written consent of OCM Tungsten Holdings under the Shareholders Agreement. These include matters such as incurring any material capital expenditure, and any material amendments to the project plan.

The Shareholders Agreement provides for the possibility of further capital issuances which may, if OCM Tungsten Holdings or Ormonde does not participate, result in a reduction of OCM Tungsten Holdings' or Ormonde's ownership stake in Barruecopardo JV. In the case of a planned equity issuance, which may only occur to fund a requirement under the Life of Mine Plan (LOMP), Life of Mine Budget (LOMB), Construction Schedule, Construction Budget, Annual Operations Schedule and/or Annual Operations Budget, the shareholders have 90 days to subscribe for their pro-rata portion of the additional issuance. To allow for certain emergency circumstances, where the Barruecopardo JV Board was not aware of a funding requirement in sufficient time to allow for the 90 day period detailed in the above planned equity issuance process, the parties have the ability to provide such emergency funding of up to €10 million by way of either debt at an interest rate of 12% per annum, or preferred shares at the same interest rate, which shall in all material respects give the same rights and benefits as if it were debt (and with no rights in relation to voting).

The Shareholders Agreement provides for a lock-up period (*see further details below in Key Terms of the Principal Project Financing Agreements*) in relation to transfers of shares in Barruecopardo JV to entities not affiliated to OCM Tungsten Holdings or Ormonde. OCM Tungsten Holdings or Ormonde are however permitted to transfer their respective shares in Barruecopardo JV to affiliated entities within their respective groups.

Following the expiry of the lock-up, OCM Tungsten Holdings has the right to dispose of its shares to a third party. Should OCM Tungsten Holdings dispose of part or all of its shares or assets in the Barruecopardo JV to a third party, Ormonde has an ability to participate in such disposal on a pro-rata basis and may be required to do so if OCM Tungsten Holdings disposes of an interest in Barruecopardo JV which results in OCM Tungsten Holdings ceasing to hold more than 30% of the ordinary shares in Barruecopardo JV.

Subject to prior consultation with Ormonde, OCM Tungsten Holdings may also determine the timing, structure, pricing and other forms and conditions of any exit event. An exit event could include the sale of 50% or more of the aggregate issued share capital of Barruecopardo JV, the sale of all or substantially all of the assets of Barruecopardo JV or an initial public offering in relation to the shares of Barruecopardo JV. However, any sale of Barruecopardo JV could only be for cash, for debt instruments, or for securities listed on an internationally recognised stock exchange.

Barruecopardo JV is obligated to pay Ormonde a fee of €1.0 million per annum under the Management Agreement for management services as described therein.

Barruecopardo JV is also obligated to reimburse OCM Tungsten Holdings for all reasonable and vouched third party costs associated with monitoring OCM Tungsten Holdings' investment in the Barruecopardo JV and to pay a monitoring fee of €0.5 million in the year following Completion and €1.0 million per annum thereafter.

OCM Tungsten Holdings and Ormonde have also agreed under the Subscription and Framework Agreement, should the Project Financing be approved by Shareholders, to work together to pursue other tungsten opportunities through the establishment of a new joint venture company, to be owned as to 70% by OCM Tungsten Holdings and as to 30% by Ormonde and otherwise on similar terms.

Further information on the terms of the Shareholders Agreement and the Project Financing are set out in Part II of this document (*Key Terms of the Principal Project Financing Agreements*).

5. USE OF PROJECT FINANCING PROCEEDS

The Directors believe that the Project Financing will provide the timely and total funding requirements for the development of the Barruecopardo Project in addition to funding a budget to allow for an extensive drilling campaign to commence during the development stage and for relevant technical studies to be completed in relation to an underground mining Stage 2 expansion of the Project. In addition to the project capital costs, the full funding package provides for all other fundable costs, including a substantial cost overrun provision, working capital for Saloro during the period of construction through to generation of operating revenues, value added tax on the capital expenditure (which is refundable), environmental bonds required as a condition of the

environmental permit, interest during construction and transaction costs. Detail is provided in the following table.

ITEM	AMOUNT	
	Capex	€M
VAT on Capex (Refundable)	€M	3.0
Cost Overrun Provision & Cash Reserve	€M	8.8
Pre-Production Working Capital	€M	4.6
Operating Working Capital	€M	3.5
Interest During Construction	€M	3.1
Transaction, Legal, Taxation	€M	4.4
Management & Monitoring Costs	€M	3.5
Environmental Bond (Refundable)	€M	1.4
Repayment of Working Capital Loan	€M	1.4
Stage 2 Investigation	€M	3.2
Total Fundable Cost	€M	90.4
Total Fundable Cost	US\$M	99.7

A number of key project development contracts with third parties have been negotiated, that include construction management and connection to the local electrical supply. With Project Financing in place, these contracts can be executed and the provision of the services thereunder commenced. This will enable the schedule for the construction, and ultimately commissioning, to be adhered to.

As provided for in the above table, part of the financing will be used to provide funds to Ormonde to allow repayment of the USD 1.5 million working capital loan facility, provided by Cooperstown S.A.R.L (a subsidiary of Oaktree) to Ormonde under a loan agreement signed on 13 February 2015. Ormonde will repay this USD 1.5 million from future distributions received by Ormonde from Barruecopardo JV or from proceeds received on an Exit.

6. BACKGROUND TO AND REASONS FOR THE BOARD'S RECOMMENDATION OF THE PROPOSED PROJECT FINANCING

The Proposed Project Financing represents a very important milestone in the development of the Ormonde Group and the culmination of more than two years of work by management to reach a position whereby the potential of the Barruecopardo Project can, in the Board's opinion, be realised in the best interests of Shareholders.

In recommending the Project Financing to Shareholders at this time, the Board has had regard to the following key factors:

- *The most credible project funding package amongst considered alternatives, offering value for Ormonde Shareholders*

Ormonde has actively pursued a range of potential options for the financing of the Barruecopardo Project for the past two years including debt financing, joint venture (project level) equity, and/or equity issued at Ormonde plc level. While the Project Financing entails OCM Tungsten Holdings acquiring majority ownership of Barruecopardo, all other project financing options considered would have also entailed a very significant equity issue either at project or Ormonde plc level, or both, together with an element of significant uncertainty as to the achievability of the equity component, and/or a higher execution risk and lower certainty as to the availability of a total funding package.

The market capitalisation of the Company (approximately €18.4 million as of the Latest Practicable Date) relative to the likely size of any equity component based on the indicative debt term sheets received, together

with the adverse market conditions that junior mining and resource stocks have faced over the last eighteen months and the weakening in the tungsten price experienced over the last number of months, have also argued against a direct material equity issuance.

The Board believes that the Project Financing, which provides for the Company retaining a significant minority interest in the Project, with the potential to achieve upside through development of a Stage 2 underground mine, currently represents the best available opportunity to secure development of Barruecopardo in the short to medium term and that such development offers the best prospects of realising and preserving value for Shareholders.

- *The fact that the Project Financing, in providing all of the required debt and equity, with significant headroom, a flexible debt facility, a management fee to Ormonde Mining plc, and amendment of the provisions relating to the existing working capital loan, mitigates against the possibility of further funding requirement and dilution for Shareholders*

Cost overruns can be a common feature of mine developments and can result in significant dilution for stakeholders. Under the terms of the Project Financing, Ormonde has sought to mitigate against the risk of any such cost overruns (if arising) adversely impacting on ownership. The Directors believe that this is achieved by way of the additional funding, over and above that required for project development and related funding costs, being provided under the Project Financing. The Directors believe that the high level of equity and resultant lower level of gearing also limits the risk that additional equity will be required following a conclusion of the Project Financing.

In addition, the Directors believe that the potential for dilution has been protected against, to the extent reasonably possible, through the restriction of the business to the Barruecopardo Project and the Investigation Permits, thereby excluding dilution potential from new investments, without Ormonde's consent. The Directors believe that this is augmented by a flexible Facility Agreement, whereby the repayment of principal during the term of the Facility being at Saloro's call, allowing for reduced or no repayments of principal during any bi-annual period (for example as a result of lower cashflows during a period of low metal prices) and the ability to apply cash towards the development of a potential underground mine.

Ormonde currently has no cash generating assets and has up to now relied upon the support of Shareholders, by way of their participation in equity placings, for annual working capital requirements. Ormonde has consistently followed an extremely disciplined approach to the management of its limited resources (with annual operating costs in 2013, 2012 and 2011 of approximately €1,397k, €1,169k and €982k respectively) and believes it has made considerable progress at Barruecopardo to date within its means. Under the Project Financing, dilution in connection with working capital requirements is further protected at Ormonde Mining plc level through the Management Agreement, which will provide Ormonde with an annual fee of €1.0 million, which covers Ormonde's current working capital requirements. The provision under the Project Financing to allow for part of the financing to be provided by Saloro to Ormonde, to facilitate the repayment of the USD1.5 million working capital loan facility provided by Cooperstown S.A.R.L. to Ormonde and otherwise maturing in August 2015, also mitigates against the prospect of a short or medium term equity raise being required by Ormonde Mining plc.

- *The prospect, accommodated and financed under the Project Financing, for further expansion of the Barruecopardo Project*

The Project Financing will enable the Company to become part of a major, well capitalised European tungsten mining operation with significant potential for both longevity beyond the nine year open pit and expansion of annual tungsten production. The opportunity for an underground mine to add mine life can now be investigated through the provision under the financing package being provided by OCM Tungsten Holdings of €3.2 million for this purpose, in addition to which the capacity design of the processing plant allows for a significant expansion of annual tungsten production.

7. IRISH TAKEOVER RULES

The following information is included in this document as required by Rule 21.1(b) of the Irish Takeover Rules.

On 10 March 2015, Almonty Industries Inc. ("Almonty") announced that it had made an indicative non-binding proposal to acquire the entire issued and to be issued share capital of the Company. It noted that there was no certainty that any transaction will be progressed or, in particular, that a formal offer to shareholders will be

made, or as to the terms on which a formal offer may be made if forthcoming. This announcement triggered the commencement of an offer period for the purposes of the Irish Takeover Rules. On 11 March 2015, the Company separately announced that it had received an indicative non-binding proposal from Almonty and advised Shareholders to take no action.

As announced by the Company today, 29 April 2015, on 23 April 2015 the Company received a revised, non-binding, indicative proposal from Almonty and the Board has now provided a response to Almonty's indicative non-binding proposals. The full text of the announcement is contained in the Appendix to this document.

8. STRATEGY OF THE ORMONDE GROUP FOLLOWING PROJECT FINANCING

Ormonde is focused on developing the low cost tungsten mining operation at Barruecopardo to become a major, secure European supplier of tungsten, with significant expansion potential. Completion of Project Financing will (subject to compliance with regulatory requirements) enable Saloro to proceed with a number of key project development contracts that have been negotiated with third parties, including construction management, which will enable the development of Barruecopardo to commence and the schedule for the construction, and ultimately commissioning, to be adhered to (under which production is scheduled to commence in late 2016).

The evaluation at an early stage of a Stage 2 underground expansion through the Project Financing will be carried out with the objective of identifying potential longevity beyond the currently defined nine year open pit operation. Additional exploration will be carried out on the licence areas in the vicinity of the Barruecopardo Mine where historic workings are located, with a view to identifying additional "satellite" feed sources to be processed at Barruecopardo.

Ormonde also has a number of other interests, namely its gold exploration permits and the La Zarza Copper-Gold Project in southern Spain, from which it will seek to realise value for Shareholders. Exploration activities to-date on the gold permits in the Salamanca and Zamora Provinces, through a joint venture with AIM-listed Aurum Mining plc, have identified near-surface gold projects through activities including drilling.

Upon a successful development of the Barruecopardo Project the Company aims to grow through the exploration of its existing additional projects and identification of further mineral resource-based projects maintaining a Spanish and European focus. The Directors believe that being part of a well-capitalised, significant Spanish tungsten mining operation, with established upside potential, places the Company in a position to realise shareholder value and increase such value through further project identification and ultimately where possible through development.

9. EXTRAORDINARY GENERAL MEETING

The EGM will be held at the offices of Davy, Davy House, 49 Dawson Street, Dublin 2, Ireland at 10.00 a.m. on 19 May, 2015, at which Shareholders will be asked to consider, and, if thought fit to pass, an ordinary resolution.

As noted above, the implementation of the Proposed Project Financing is conditional upon, among other things, the approval of the Shareholders being obtained at the EGM. Accordingly, you will find, set out at the end of this document, a notice convening the EGM at which the Resolution will be proposed to approve the Project Financing.

The full text of the Resolution is set out in the notice.

The Resolution will be proposed as an ordinary resolution requiring a simple majority of votes in favour of the Resolution. The Project Financing will not proceed if the Resolution is not passed. The Resolution proposes in effect that the Project Financing be approved and that the Directors be authorised to implement the Project Financing.

10. ACTION TO BE TAKEN

A Form of Proxy for use by Shareholders at the EGM is enclosed. Whether or not Shareholders intend to be present at the meeting, they are requested to complete and sign the Form of Proxy and return it to the Registrar

so as to arrive no later than 48 hours before the time fixed for the EGM. The completion and return of the Form of Proxy will not preclude Shareholders from attending the EGM and voting in person should they wish to do so.

In considering whether or not to vote in favour of the Project Financing, you should read the whole of this document and not rely solely on the summarised information.

11. IMPORTANCE OF THE VOTE

The approval of the Resolution is a condition of the Project Financing. In the event that the Resolution is not approved, the Project Financing will not be available to the Ormonde Group and the proposed development of Barruecopardo, targeting commissioning and first production of tungsten in the fourth quarter of 2016, will not proceed at this time.

Moreover, in such a situation, the Company would need to immediately curtail all non-essential expenditure so as to preserve existing limited resources (as at 31 December, 2014 net cash available to the Group was €511k and as of 22 April 2015 following drawdown of the Oaktree Loan, the Group's cash balance was €1.1 million) and would be unable to continue to make any meaningful progress in relation to the development of Barruecopardo. Ormonde would also be required to seek alternative sources of funds, in the first instance, and as a matter of immediate priority, for working capital purposes and in order to position it to repay the Oaktree Loan, which falls due (unless extended) in August, 2015. The repayment of the USD 1.5 million Oaktree Loan facilitated under the Project Financing (as referred to under section 5 above) would not be available in the event of Shareholders failing to approve the Resolution. It is likely that such alternative sources of funding would need to include an equity issuance.

Thereafter the Company would need to seek alternative sources of project financing for Barruecopardo.

There can be no certainty in relation to the terms on which the Company would be able to issue new securities to raise required capital, nor that it would be able to raise capital other than by way of the issue of new securities, particularly where there was a lack of visibility as to how and when the more significant funding for Barruecopardo could be advanced.

There can be no certainty on the terms or timing within which an alternative financing package for Barruecopardo could be advanced. Prior to agreeing to the Oaktree transaction, the Board has engaged in detailed discussions with a number of potential joint venture partners, received indicative term sheets for debt funding options and investigated the possibility of a large equity raise as part of the project financing. Having regard to all of the options considered (none of which were more favourable than the Proposed Project Financing or developed and de-risked to a sufficiently advanced stage as to enable them to be put to shareholders) the Board believes the contractually agreed transaction with Oaktree represents the most appropriate financing package available to the Company with the lowest execution risk at this time. The Board is also acutely aware of the decline in the tungsten price over the last number of months and of the very challenging market conditions for junior mining and resource stocks.

In the event that the Company was unable to raise sufficient capital to enable it to repay the Oaktree Loan before it falls due, security in respect of the Oaktree Loan could be enforced, enabling Oaktree to take ownership of Saloro to secure repayment. In the event that the Company was unable to raise sufficient capital to enable it to continue to operate for such period of time as was required in order to enable delivery of an alternative funding package for Barruecopardo, the Board may need to place operations on a care-and-maintenance footing while it sought to otherwise realise value from the Group's assets.

In the event that the Company was unable to secure an alternative financing package for Barruecopardo within a reasonable timeframe, there is a risk that the strong local and regional support for the Barruecopardo Project would diminish significantly. Such erosion of support might also represent a risk in relation to the Mining Concession, as well as limiting the prospect of Ormonde being able to realise value from Barruecopardo.

The Board firmly believes in the long-term fundamentals of the tungsten market, and the strategic value to the Company of being a participant in and manager of a large, European-based tungsten producer. With the Mining Concession secured, strong local and regional support for the re-development of tungsten mining operations at Barruecopardo, and a technical team with over 30 years combined project experience (including tungsten experience), a full funding package with Oaktree is the necessary final step to realising the production of tungsten from Barruecopardo and the Company's transition to a metal producer and the value adding consequences for all Shareholders.

12. RECOMMENDATION

The Board considers the passing of the Resolution to be in the best interests of the Company and its Shareholders as a whole. Accordingly the Board unanimously recommends that you vote in favour of the Resolution, as the Directors intend to do in respect of their own beneficial holdings, being in aggregate 7,032,941 Ordinary Shares, representing approximately 1.67% of the Existing Issued Ordinary Share Capital.

Yours faithfully,
MICHAEL DONOGHUE
Chairman

PART II

(A) KEY TERMS OF THE PRINCIPAL PROJECT FINANCING AGREEMENTS

The Project Financing will be implemented in accordance with the Subscription and Framework Agreement. Subject to the satisfaction of the requirement to obtain the approval of the Shareholders, the Group will on completion of the Project Financing enter into (amongst other documents) the Shareholders Agreement and the Management Agreement and procure that Saloro enters into the Facility Agreement. A summary of the key provisions of each of these principal transaction documents is set out below.

Key terms of the Subscription and Framework Agreement

On 28 April, 2015, the Group entered into the Subscription and Framework Agreement with OCM Tungsten Holdings, primarily for the subscription of shares by OCM Tungsten Holdings in Barruecopardo JV. Under the Subscription and Framework Agreement, subject to the conditions set out below being satisfied, OCM Tungsten Holdings will subscribe for shares in Barruecopardo JV representing a 70% interest of its share capital (the "**Subscription Shares**"). Of this 70% interest, a 5% interest in the Barruecopardo JV is attributable to the provision of the debt facility. The consideration to be paid by OCM Tungsten Holdings to Barruecopardo JV for the issue of the ordinary shares in Barruecopardo JV is USD 44.2 million of which USD 25.0 million will be paid at Completion and the balance on such date or dates as may be requested by Ormonde on fifteen business days' notice. At Completion, Barruecopardo JV will hold a 100% interest in both Saloro (the holder of the Barruecopardo Mining Concession and the Saloro Investigation Permits) and Ormonde Geologia (the holder of the Geologia Investigation Permits in the vicinity of Barruecopardo). The Subscription and Framework Agreement requires OCM Tungsten Holdings to deliver a funding commitment letter in respect of, inter alia, the obligations of OCM Tungsten Holdings from Oaktree European Principal Fund III, LP, on which Barruecopardo JV is entitled to rely and in respect of which the Ormonde appointed directors will have sole rights to cause Barruecopardo JV to enforce.

The Subscription Shares rank equally (i.e. on a *pari passu* basis) in all respects with all other issued ordinary shares of Barruecopardo JV.

Conditions

The obligations of OCM Tungsten Holdings to subscribe for the Subscription Shares are conditional upon the passing of the Resolution at the EGM and the completion by the Group of a number of mechanical restructuring steps required to implement the proposed Group structure (the "Conditions"). The Subscription and Framework Agreement also contains an obligation on Ormonde to include a directors recommendation in this Circular to vote in favour of the Project Financing save to the extent of a material change of circumstances which would render such action inconsistent with the fiduciary duties of the directors of Ormonde.

If the Resolution is not approved at the EGM, Ormonde or OCM Tungsten Holdings may terminate the Subscription and Framework Agreement with immediate effect. In addition, if the Conditions are not satisfied by 19 June 2015, Ormonde or OCM Tungsten Holdings may terminate the Subscription and Framework Agreement with immediate effect.

Pre-Completion

The Group must carry on its business as a going concern until completion of the Project Financing and the Group is also subject to a number of other obligations relating to the operation of the business prior to Completion which would require OCM Tungsten Holdings' consent. There are however a number of carve-outs to assist the Group with the continued operation of the business in the ordinary course.

Ormonde Warranties and limitations of the Group's liability

A number of warranties are provided by the Group to OCM Tungsten Holdings in relation to the subscription under the Subscription and Framework Agreement, and the Group has also agreed a range of limitations on liability relating to any warranty claims under the Subscription and Framework Agreement.

Further Opportunities

OCM Tungsten Holdings and Ormonde have agreed to establish a joint venture vehicle to be owned as to 70% by OCM Tungsten Holdings and as to 30% by Ormonde for the purposes of working together to pursue other tungsten opportunities outside the areas covered by the Saloro Investigation Permits and the Geologia Investigation Permits. The Subscription and Framework Agreement prescribes the outline terms of a shareholders agreement to be entered into in connection with this joint venture company a majority of the terms of which are agreed, with matters not yet capable of agreement to be agreed as soon as practicable, and

including terms similar to the terms of the Shareholders Agreement including as to board control, exits, disposals and financing, including terms as to a drag-along sale of Ormonde's interests in the joint venture company without any further shareholder approval. The amount committed to be invested in this joint venture company by Ormonde under the Subscription and Framework Agreement is a nominal sum.

Monitoring Services Agreement and Management Services Agreement

The Subscription and Framework Agreement also provides that Barruecopardo JV will enter into the Management Services Agreement which is described under "Key Terms of the Management Services Agreement" below and the Monitoring Services Agreement under which Barruecopardo JV will be also obligated to reimburse OCM Tungsten Holdings for all reasonable and vouched third party costs associated with monitoring OCM Tungsten Holdings 's investment in the Barruecopardo JV and to pay a monitoring fee of €500,000 in the year following Completion and €1.0 million per annum thereafter under the Monitoring Services Agreement for monitoring services as described therein. The €1.0 million fee applies for so long as OCM Tungsten Holdings holds more than 35% of the ordinary shares of Barruecopardo JV and reduces to €500,000 per annum if OCM Tungsten Holdings holds 35% or less of the ordinary shares of Barruecopardo JV but more than 10% of such ordinary shares.

Fees and Expenses

Barruecopardo JV and/or Saloro are obliged to pay the reasonable costs of both Ormonde and OCM Tungsten Holdings in relation to the negotiation and preparation of the Subscription and Framework Agreement (including the fees payable to Swedbank by Ormonde) following Closing. However in the event that the Resolution is not approved and the Subscription and Framework Agreement is terminated, no costs arise for Ormonde other than its own costs (primarily professional fees) in connection with the negotiation and preparation of the Project Financing Agreements and the issuance of the Circular.

Assignment

Neither the Group nor OCM Tungsten Holdings may, without the prior written consent of the other, assign, or transfer the other party's obligations under the Subscription and Framework Agreement.

Key terms of the Shareholders Agreement

On completion of the Project Financing, Ormonde Mining BV will enter into the Shareholders Agreement with OCM Tungsten Holdings and Barruecopardo JV.

Business of the Group

The Shareholders Agreement will be put in place to govern the relationship between the parties on an ongoing basis and to allow the Group and OCM Tungsten Holdings to develop and operate the Barruecopardo Mine, sell the tungsten concentrates produced and investigate and potentially develop other tungsten deposits located within the Investigation Permits. Any activities not related to this would require the consent of both Ormonde Mining BV and OCM Tungsten Holdings.

Governance

The maximum number of directors in Barruecopardo JV is six, with Ormonde Mining BV appointing two directors and OCM Tungsten Holdings appointing four directors, and with decisions of the Barruecopardo Board being decided by majority vote. The Ormonde directors will take the operational lead in the management of Barruecopardo.

The quorum for a general meeting of Barruecopardo JV is a representative from both Ormonde Mining BV and OCM Tungsten Holdings with ten Business Days' notice required for such meeting.

Consent Matters

Written consent of both OCM Tungsten Holdings and Ormonde Mining BV is required in relation to a number of significant matters relating to Barruecopardo JV and the operation of the Barruecopardo JV. These include matters such as effecting any material change to the business of Barruecopardo JV and transactions to acquire or subscribe for shares in other companies, to establish a new subsidiary, or to effect a merger or consolidation involving Barruecopardo JV. Voting at any general meetings of Barruecopardo JV will be on a one vote per share held basis.

Share Transfers

There is a lock-up period whereby neither Ormonde Mining BV nor OCM Tungsten Holdings can transfer shares outside the immediate group to affiliated entities until the earlier of (i) the Commissioning Date or (ii) the date falling 30 months after Completion (the "**Lock-Up Period**"). OCM Tungsten Holdings and Ormonde Mining BV are however permitted to transfer their respective shares to affiliated entities within their respective group (including in the case of OCM Tungsten Holdings to any other related fund or company (including a unit trust, investment trust, limited partnership or general partnership and any such entity that receives its principal investment advice from OCM Tungsten Holdings). Although there would be potential after the lock-up period to effect a disposal, both Ormonde and Oaktree presently envisage a significantly longer investment horizon.

After expiry of the Lock-Up Period, the Group has a tag-along right to transfer its shares in Barruecopardo JV where OCM Tungsten Holdings is also selling any of its shares (other than to certain permitted transferees). The Group is also entitled to sell all of its shares if the sale by OCM Tungsten Holdings is on terms such that after the sale, OCM Tungsten Holdings and its permitted transferees would cease to hold at least 50% of the ordinary shares in Barruecopardo JV. There is a 15 business day notice period.

After expiry of the Lock-Up Period, where OCM Tungsten Holdings wishes to sell its shares to any unaffiliated, bona-fide third party (the "**Drag-Along Sale**") such that after the sale, OCM Tungsten Holdings and its permitted transferees would cease to hold at least 30% of the ordinary shares in Barruecopardo JV, OCM Tungsten Holdings may require the sale of Ormonde Mining BV's entire interest in Barruecopardo JV. There is a 20 business day notice period. The consideration for such a sale can be in the form of cash, debt or equity securities which are listed or admitted to trading on the AIM Market of the London Stock Exchange or any internationally recognised stock exchange.

If the Drag-Along Sale is to be consummated at any time during the Price Protection Period, the consideration to be paid by the purchaser must be at least equal to or higher than the Minimum Transfer Price, provided that no Minimum Transfer Price shall apply if an event of default under the Facilities Agreement exists at the time of the Drag-Along Sale. In the event of a sale of Barruecopardo JV pursuant to a Drag-Along Sale or otherwise, Ormonde Mining BV's interest in Barruecopardo JV may be sold without any further shareholder approval being required.

Further Issuances

Further equity issuances are allowed by Barruecopardo JV if necessary to meet the requirements of the business as set out in the LOMP, LOMB, Construction Schedule, Construction Budget, Annual Operations Schedule and/or Annual Operations Budget (the “**Planned Issuance**”).

The Barruecopardo JV Board will determine, acting in good faith, the nature of the equity or debt instruments that will be issued as part of any Planned Issuance, however Ormonde Mining BV’s consent is required for the issuance of non-equity instruments (including debt instruments) as part of any Planned Issuance. The Group has the right to participate on a pro-rata basis in any Planned Issuance and has 90 days to subscribe for its pro-rata portion of the Planned Issuance. If either of Ormonde Mining BV or OCM Tungsten Holdings decides not to participate in an equity issuance, as part of any Planned Issuance, and the other party provides further funding, it will result in dilution to that party of its interest in Barruecopardo JV.

The Barruecopardo JV Board will decide the price for any equity issue where the issuance is for an amount below €7.5 million or is for capital expenditure within Barruecopardo’s LOMP, LOMB, Construction Schedule, Construction Budget, Annual Operations Schedule and/or Annual Operations Budget, subject in both cases to the valuation being equal to or greater than the price at which OCM Tungsten Holdings’ subscription shares were issued under the Subscription and Framework Agreement. Where the equity issuance is for an amount above €7.5 million the valuation will be determined by a unanimous vote of the Barruecopardo JV Board or failing that by an independent third party expert.

Emergency Funding

In the event that an emergency funding is required as a result of the level of free cash of Barruecopardo JV and its subsidiaries (“Barruecopardo Group”) falling below €2,500,000, a potential or actual event of default under the Facilities Agreement, or cost overruns over those provided for under the LOMB, the Construction Budget or the Annual Operations Budget, in each case where the Board of Barruecopardo JV was not aware of the relevant circumstances sufficiently in advance to allow for a Planned Issuance (the “**Emergency Funding**”), Emergency Funding is provided for in the Shareholders Agreement. If the Emergency Funding required is less than or equal to €10 million, the shareholders may fund their respective pro-rata portions of such Emergency Funding by way of (i) a loan to Barruecopardo JV at an interest rate of 12% per annum or (ii) subscriptions in cash for preferred shares with the same economic rights as if they were a loan (and with no rights in relation to voting). Such preferred shares will have preference over ordinary shares with respect to distributions.

If an amount exceeding €10 million is required as part of any Emergency Funding, any excess over and above the €10 million shall be funded by Ormonde Mining BV and OCM Tungsten Holdings as an equity investment on a pro-rata basis on the same basis as a Planned Issuance. If either Ormonde Mining BV or OCM Tungsten Holdings does not provide its respective pro-rata portion of the Emergency Funding the other party has the option to provide it. The purpose of this is to ensure Barruecopardo JV shareholders can provide the required liquidity to Barruecopardo JV in an emergency situation to avoid an event of default under the Facility Agreement.

Exit

Subject to prior consultation with Ormonde Mining BV, and the terms of the Lock-Up, OCM Tungsten Holdings may determine the timing, structure, pricing and other forms and conditions of an exit event. An exit event could include the sale of 50% or more of the aggregate issued share capital of Barruecopardo JV, the sale of all or substantially all of the assets of Barruecopardo JV or an initial public offering in relation to the shares of Barruecopardo JV. The consideration for such a sale can be in the form of cash, debt or equity securities which are listed or admitted to trading on the AIM Market of the London Stock Exchange or any internationally recognised stock exchange. The Group will be obliged to offer to potential purchasers the same warranties and conditions provided to OCM Tungsten Holdings. Expenses of such a sale or IPO will be borne by Barruecopardo JV.

Refinancing

OCM Tungsten Holdings may also determine the timing and manner of any further third party financing or any refinancing of the facilities granted under the Facility Agreement and any other third party debt financing arrangements of the Barruecopardo JV.

Any such refinancing must be on arm’s length terms and not include the provision of any cross-guarantees or indemnities by the Barruecopardo JV Group or involve the issuance of any securities with conversion rights attached thereto. The reasonable costs of such refinancing are to be covered by Barruecopardo JV.

Distributions

The payment of any future distributions requires the consent of the Barruecopardo JV Board and is subject to the terms of the Facility Agreement (as further detailed below). Any amounts available will first be payable to any preferred instruments issued in connection with the emergency funding. After the payment of any amounts payable on the preferred instruments, the ordinary shareholders shall be paid on a pro-rata basis.

Costs

Barruecopardo JV is obligated to reimburse Ormonde for all reasonable and vouched third party costs associated with monitoring Ormonde's investment in the Barruecopardo JV.

Barruecopardo JV is also obligated to reimburse OCM Tungsten Holdings for all reasonable and vouched third party costs associated with monitoring OCM Tungsten Holdings' investment in the Barruecopardo JV.

Termination

The Shareholders' Agreement will terminate where either Ormonde Mining BV and/or OCM Tungsten Holdings no longer hold shares in Barruecopardo JV or if Barruecopardo JV is liquidated.

Key terms of the Facility Agreement

Saloro will enter into a facility agreement with OCM Tungsten Holdings (the “**Facility Agreement**”) whereby OCM Tungsten Holdings will provide a five year term loan facility up to an amount of USD 55.5 million to Saloro. The purpose of the Facility Agreement is to fund the completion of the development of the Barruecopardo Mine and the working capital requirements of Saloro and its related group companies.

The loan facility must be repaid in full on the date which is five years from the date on which the conditions precedent to drawdown of the loan facility are satisfied or waived, subject to the right to repay as set out below.

Interest and Commitment Fee

Interest will be charged at a composite rate of 12% per annum on the portion of the loan facility which is drawn down. Interest at a rate of 5% will be payable on a six monthly basis for year one and year two of the Facility Agreement and at a rate of 7% in years three, four and five of the Facility Agreement with the balance of the interest rate to be capitalised and repaid by way of prepayment or at the end of the five year term of the Facility Agreement. A commitment fee of 3% is payable on the undrawn portion of the loan facility payable six-monthly during the availability period of the loan facility, being 2 years from the date on which the conditions precedent to drawdown of the loan facility are satisfied or waived.

Drawdown

All loan facility amounts are to be drawn down within 2 years of the date on which the conditions precedent to the drawdown of the loan facility are satisfied or waived in the amounts and at the times set out by reference to the project milestones, as follows:

- (i) upon Saloro placing the first orders for the major equipment required in connection with the Project, USD 27.5 million shall be made available;
- (ii) upon Saloro commencing the ground works in connection with the Project, an additional USD 12.5 million shall be made available;
- (iii) upon Saloro commencing the structural works in connection with the Project, an additional USD 10.5 million shall be made available; and
- (iv) upon Saloro commencing the commissioning of the Barruecopardo Mine in connection with the Project, the final USD 5.0 million shall be made available.

In addition to its other covenants under the Facility Agreement, Saloro is also obliged to ensure that an offtake agreement is in place not later than 90 days prior to the date of commissioning of the Barruecopardo Mine.

Further details of the milestones are set out in an agreed project plan for the Barruecopardo Mine.

Earnings Account

Saloro is required to open a bank account (the “**Earnings Account**”) into which the proceeds of all loan facility amounts are to be paid together with all project revenues, proceeds of shareholder contributions and all other amounts whatsoever received by Saloro. Saloro will be permitted to withdraw sums from the Earnings Account during the term of the Facility Agreement unless or until an event of default has occurred.

Repayment

The loan facility shall be repaid in full five years after the date upon which the conditions precedent to drawdown of the loan facility have been satisfied.

Saloro will also be permitted to voluntarily prepay the loan facility in full during the term of the Facility Agreement. In addition, within 20 business days of each six month interest payment dates commencing on the third interest payment date Saloro, at its sole discretion, shall be permitted to apply 100% of its excess cash flow accrued during the previous six-month period towards (i) prepayment of the loan facility, (ii) payment of a distributions to its shareholder, (iii) its on-going working capital requirements in respect of the Project or any combination of (i), (ii) or (iii). This prepayment or distribution right is subject to (i) an amount of at least €10,000,000 being retained in the Earnings Account, (ii) no such prepayment being more than €10,000,000 in any 12-month period and (iii) no distribution being made if a default under the Facility Agreement has occurred and is continuing or would occur as a result of such distribution.

Financial Covenants

Saloro must comply with financial covenants in respect of its (i) liquidity and (ii) leverage ratio tested on a semi-annual basis from 31 December 2017, during the term of the Facility Agreement.

Security

Security is to be provided in favour of OCM Tungsten Holdings in respect of certain assets related to the Barruecopardo Mine (including the Earnings Account), the Project insurances, any offtake agreement in respect of the Project and the shares of each of Barruecopardo JV, Holdco 3, Saloro and Ormonde Geologia.

Mandatory Prepayment

It will be a mandatory prepayment event under the Facility Agreement if the shareholding of any of (i) Ormonde BV, OCM Tungsten Holdings or, if applicable, any permitted transferee to whom Ormonde Mining BV or OCM Tungsten Holdings has transferred its interest in the Barruecopardo JV is reduced to zero or (ii) an Event of Default occurs which is continuing and is not remedied or waived in accordance with the provisions of the Facility Agreement.

Change of Control

In the event that (i) the shares of Ormonde Mining plc cease to be listed on a reputable stock exchange or (ii) any one person or group (with the exception of OCM Tungsten Holdings or any affiliated entity of OCM Tungsten Holdings) becomes the owner, directly or indirectly, of more than 50 per cent. of the voting shares of Ormonde Mining plc ("**Change of Control Event**"), then Saloro shall as soon as practicable after the Change of Control Event occurs, notify OCM Tungsten Holdings and, if OCM Tungsten Holdings so requires, OCM Tungsten Holdings' loan facility commitment under the Facility Agreement will immediately be cancelled and Saloro shall within 60 Business Days of such notice being delivered to OCM Tungsten Holdings, repay the outstanding loan facility in an amount equal to 101 per cent. of the outstanding loan facility amount together with any accrued interest and costs.

Representations & Warranties

Saloro will make customary representations and warranties to OCM Tungsten Holdings during the term of the Facility Agreement.

Undertakings

Saloro will provide undertakings to OCM Tungsten Holdings which are standard in the context of a facility agreement of this nature.

Events of Default

The Facility Agreement will be subject to typical events of default.

Assignment and Novation

OCM Tungsten Holdings may assign or transfer any or all of its rights to any person to whom it has transferred its equity interests in Barruecopardo JV.

Governing Law

The Facility Agreement is governed exclusively by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Key terms of the Management Agreement

Ormonde Mining BV will provide Barruecopardo JV with certain management and other services where Barruecopardo JV has a need for advice and assistance on issues including, but not limited to, the development and operation of the Barruecopardo tungsten mine together with the processing circuit and associated infrastructure.

As consideration for the services provided, Ormonde Mining BV shall receive an annual fee of €1.0 million plus (if applicable) VAT or similar sales taxes which shall be payable by the Barruecopardo JV quarterly in advance with effect from the first business day of each quarter. The €1.0 million fee applies for so long as Ormonde holds more than 15% of the ordinary shares of Barruecopardo JV and reduces to €500,000 per annum if Ormonde holds 15 per cent or less of the ordinary shares of Barruecopardo JV but more than 5% of such ordinary shares.

Ormonde Mining BV may terminate the Management Agreement by giving 30 days' written notice to the Barruecopardo JV. Barruecopardo JV may terminate this Agreement on 30 days' written notice to Ormonde Mining BV if (i) Ormonde Mining BV's holding of Barruecopardo JV's ordinary share capital ceases to be at or above 5% of such ordinary share capital, (ii) in the event of a change of control of Ormonde or Ormonde Mining BV; or (iii) in the event of fraud, gross misconduct or gross negligence on the part of Ormonde Mining BV.

(B) SOURCES AND BASES OF INFORMATION

The relevant sources of information are set out below in the order in which the relevant information appears in this document. Where any such information is repeated, the underlying bases and sources are not.

- (a) Details of the proposed transaction with Oaktree are based on the principal terms of the Project Financing Agreements entered into on 28 April, 2015.
- (b) Organisational details in relation to Oaktree can be found at www.oaktreecapital.com.
- (c) Details of the working capital loan are included from the announcement made by the Company, entitled "Barruecopardo – Financing and Operations Update", released on 18 February 2015.
- (d) Ormonde's market capitalisation figure is taken from the ISE website (www.ise.ie) as at the Latest Practicable Date.
- (e) All technical and geological details in relation to the Barruecopardo mine are from the Definitive Feasibility Study compiled with inputs from several international engineering groups and contactors, reported in February 2012, and engineering design works being carried out by Fairport Engineering Limited and in progress.
- (f) Details of Project Financing requirements are based upon cost estimates and financial modelling of the Project development, prepared as part of the Project Financing.
- (g) Operating costs are taken from Ormonde annual reports for the years ending 31 December 2011, 2012 and 2013 – available on the company's website at www.ormondemining.com.
- (h) The Directors beneficial holdings are taken from the Company's annual reports for the year ended 31 December 2013, available on the company's website at www.ormondemining.com., to which there have been no changes.
- (i) Where amounts are expressed in euro and a US dollar equivalent has been provided, or vice versa, all such equivalents are sourced from the average exchange rate over the three-month period up to 22 April 2015, as reported on the European Central Bank website, being euro/US dollar = 1.1028.

DEFINITIONS

In this document the following expressions have the following meanings unless the context otherwise requires or unless otherwise provided:

“AIM” or “AIM Market”	the AIM Market operated by the London Stock Exchange;
“AIM Rules”	the rules governing the admission to and operation of AIM, as published by the London Stock Exchange from time to time;
“Almonty”	Almonty Industries Inc.;
“Annual Operations Budget”	means the annual budget in respect of the operation of the Barruecopardo Project, as prepared, amended and presented to the Board from time to time;
“Annual Operations Schedule”	means the annual physical mining, processing and production schedule in respect of the Barruecopardo Project, as prepared, amended and presented by the Company to the Board from time to time;
“Barruecopardo” or “Barruecopardo Project” or “Barruecopardo Tungsten Project” or “the Project”	the Company’s 100% owned Barruecopardo tungsten project in western Spain;
“Barruecopardo JV”	Barruecopardo Joint Venture B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands, with registered office at BC Ronge 16, XB Heiloo, the Netherlands, registered with the Dutch Trade Register of the Chamber of Commerce under number 62930338;
“Barruecopardo JV Board”	the board of directors of Barruecopardo JV from time to time;
“Barruecopardo Mining Concession”	the mining concession dated 18 November 2014 granted by the Junta de Castilla y León to Saloro in respect of the Mine, with reference number 6432-10;
“Board”	the board of Directors, whose names are set out on page 4 of this document;
“Business Day(s)”	any day (other than a Saturday or a Sunday) on which banks are generally open in Dublin and in London for normal business;
“Circular”	this document dated 29 April, 2015;
“Commissioning Date”	means the date on which the commissioning of the processing facility constructed for processing of ore at the Barruecopardo Mine is completed and the relevant hand over certificate has been accepted and signed by the construction manager and Saloro;
“Completion”	completion of the Project Financing in accordance with the terms of the Subscription and Framework Agreement;
“Construction Budget”	means the financial capital expenditure budget for the construction of the Barruecopardo Project, as amended and presented to the Board from time to time;
“Construction Schedule”	means the physical construction schedule for the construction of the Barruecopardo Project, as amended and presented to the Board from time to time;
“Davy”	J&E Davy, trading as Davy including its affiliate Davy Corporate Finance;

“Directors”	the directors of the Company whose names are set out on page 4 of this document;
“EGM” or “Extraordinary General Meeting”	the extraordinary general meeting of the Company, to be held at the offices of Davy, Davy House, 49 Dawson Street, Dublin 2, Ireland at 10.00 a.m. on 19 May, 2015 or any adjournment thereof, notice of which is set out at the end of this document;
“EGM Notice”	the notice of EGM set out at the end of this Circular;
“ESM” or “ESM Market”	the Enterprise Securities Market operated by the Irish Stock Exchange;
“ESM Rules”	the rules governing the admission to and operation of ESM, as published by the Irish Stock Exchange from time to time;
“Facility Agreement”	a facilities agreement to be entered into between Saloro S.L as borrower and OCM Tungsten Holdings as lender on completion of the Project Financing as described in this Circular;
“Form of Proxy”	the form of proxy for use at the EGM;
“Geologia Investigation Permits”	mean the investigation permits owned by Ormonde Geologia entitled “Aracena – No. 6,649”, “Almonaster – No. 6,572”, “Villabuenas – No. 6,789”, “Cortegana – No. 6,570” and “Brincones – No. 6,834”, granted by the Department of Industry of the Regional Government of Castilla and León on 29 October 2008, 7 November 2006, 21 May 2011, 7 November 2006 and 30 April 2013, respectively;
“Group” or “Ormonde Group”	Ormonde Mining plc and its subsidiary undertakings;
“HoldCo 3”	a privately limited company to be incorporated by Ormonde in Spain;
“Investigation Permits”	mean the Saloro Investigation Permits and the Geologia Investigation Permits;
“Ireland”	the island of Ireland, save for Northern Ireland;
“Irish Stock Exchange”	Irish Stock Exchange plc;
“Irish Takeover Rules”	the Irish Takeover Panel Act, 1997 Takeover Rules, 2013 and Irish Takeover Panel Act, 1997 Substantial Acquisition Rules, 2007, as amended and in force from time to time;
“Issued Ordinary Share Capital”	the 472,507,482 Ordinary Shares in issue on the Latest Practicable Date;
“Investment Cost”	the aggregate at the relevant time of: (a) USD 26 million; plus (b) any and all amounts advanced by Ormonde to Barruecopardo JV, HoldCo 3, Saloro or Ormonde Geologia from time to time, whether as a loan, capital contribution, subscription for equity or debt instruments in accordance with the Shareholders Agreement;
“Latest Practicable Date”	27 April, 2015 being the latest practicable date prior to the publication of this Circular;
“LOMB” or “Life of Mine Budget”	means the life of mine budget in respect of the Project, as approved and/or amended from time to time by simple majority of the Board;
“LOMP” or “Life of Mine Plan”	means the life of mine plan in respect of the Project, as approved and/or amended from time to time by the Board by simple majority;
“Management Agreement”	the management services agreement to be entered into between Ormonde Mining BV and Barruecopardo JV on

	completion of the Project Financing as described in this Circular;
“Minimum Transfer Price”	means the minimum price payable by a purchaser which would result in ORM achieving an IRR of 8% on its Investment Cost taking into account any dividends or other distributions received by Ormonde on any of its Instruments from time to time;
“Mining Concession”	the right to conduct specified mining operations on the area covering the Barruecopardo Tungsten Deposit as granted to Saloro SL by the Director General for Energy and Mines in the Castilla y Leon Region;
“Monitoring Services Agreement”	the monitoring services agreement to be entered into between OCM Tungsten Holdings and Barruecopardo JV on completion of the Project Financing as described in this Circular;
“OCM Tungsten Holdings”	OCM Luxembourg Tungsten Holdings S. À. R.L., a subsidiary of Oaktree;
“Oaktree” or “OCM”	Oaktree Capital Management LP and/or its subsidiaries, as the context so requires;
“Oaktree Loan”	the USD 1.5 million loan provided by Oaktree to Ormonde as announced on 18 February, 2015;
“Option Holders”	holders of options under the Ormonde Share Option Scheme;
“Ordinary Shares”	ordinary shares of nominal value €0.025 each in the Company;
“Ormonde” or “the Company”	Ormonde Mining plc;
“Ormonde Geologia”	Ormonde Geologia SLU, the wholly owned subsidiary of Ormonde which holds four investigation permits in the vicinity of Barruecopardo;
“Ormonde Mining BV”	a private company with limited liability incorporated under the laws of the having its statutory seat in Amsterdam, the Netherlands, with registered office at De Ronge 16, 1852 XB Heiloo, the Netherlands, registered with the Dutch Trade Register of the Chamber of Commerce under number 56318413, and a wholly owned subsidiary of Ormonde;
“Price Protection Period”	means the period from the Commissioning Date until the earlier of: (a) the first anniversary of the Commissioning Date; or (b) the date falling 30 months after the date of the Shareholders Agreement;
“Proposed Project Financing” or “Project Financing”	the project financing comprising USD 99.7 million to be provided by OCM Tungsten Holdings under the terms of the Project Financing Agreements;
“Project Financing Agreements”	the Subscription and Framework Agreement, the Shareholders Agreement, the Management Services Agreement and the Facility Agreement, the principal terms of which are set out in section (A) of Part II of this document;
“Prospectus Regulations”	the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland (as amended);
“Registrar”	the Company’s registrar, being Computershare Investor Services (Ireland) Limited of Heron House, Corrig Road, Sandyford Industrial Estate, Dublin 18, Ireland;
“Resolution”	the ordinary resolution contained in the EGM Notice, to be proposed in the manner specified in the EGM Notice at the EGM;

“Saloro”	Saloro SL, the wholly owned subsidiary of Ormonde which holds the Mining Concession over Barruecopardo and two surrounding investigation permits;
“Saloro Investigation Permits”	means the investigation permits owned by Saloro entitled “Saldeana No. 6432/10”, and “Milano No. 6432/20”, both granted by the Directorate-General of Energy and Mining of the Regional Government of Castile and León on 13 August 2001, and any subsequent renewals and modifications thereof as approved by the mining authorities;
“Shareholder(s)”	holder(s) of the Company’s Ordinary Shares;
“Shareholders Agreement”	a shareholders agreement to be entered into on completion of the Project Financing as described in this Circular;
“Subscription and Framework Agreement”	the Subscription and Framework Agreement dated 28 April, 2015 and entered into between OCM Luxembourg Tungsten Holdings S. À R.L., a subsidiary of Oaktree, Ormonde, Ormonde Mining BV and Barruecopardo JV, as described in this Circular; and
“Swedbank”	Swedbank Norway, a division of financial firm Swedbank AB, based in Norway.

Notes:

- (i) Unless otherwise stated in this document, all references to statutes or other forms of legislation shall refer to statutes or forms of legislation of Ireland. Any reference to any provision of any legislation shall include an amendment, modification, re-enactment or extension thereof.
- (ii) The symbols “€” or EUR and “c” refer to euro and euro cent respectively, the lawful currency of Ireland pursuant to the provisions of the Economic and Monetary Union Act 1998. The symbols USD or \$ refer to US dollars.
- (iii) Words importing the singular shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine or neuter gender.

GLOSSARY OF TECHNICAL TERMS

In this document the following technical terms have the following meanings unless the context otherwise requires or unless otherwise provided:

“APT”	Ammonium Para Tungstate, the most commonly traded tungsten product;
“DFS”	Definitive Feasibility Study for an open pit mining operation at Barruecopardo, reported in March 2012, compiled with inputs from several international consulting engineering groups and contractors, and prepared by Jacobs Engineering Group Inc;
“mtu(s)”	metric tonne unit (1 mtu is equal to 10kg and therefore 1 tonne is equal to 100 mtu’s); and
“WO ₃ ”	tungsten trioxide.

Appendix 1

Announcement dated 29 April, 2015 in relation to the indicative non-binding proposal received from Almonty Industries Inc.

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION.

29 April 2015

Ormonde Mining plc ("Ormonde" or "the Company")

Response to Indicative Non-Binding Proposals from Almonty Industries Inc ("Almonty")

The Board of Ormonde ("Board") provides the following response to indicative non-binding proposals from Almonty to acquire the entire issued share capital of the Company (the "Proposals").

An initial proposal from Almonty (the "March Proposal") was received by Ormonde on the night of 10 March, 2015, at which time Almonty also unilaterally announced that it had made a proposal, noting in its announcement that *"There is no certainty that any transaction will be progressed or, in particular, that a formal offer to shareholders will be made, or as to the terms on which a formal offer may be made if forthcoming."*

The March Proposal, which is stated *inter alia*, to be subject to due diligence and to the unanimous recommendation of the Ormonde Board, comprised an indicative non-binding proposal of 4.25p for each Ormonde share, to be satisfied in new Almonty shares, save that Ormonde shareholders could elect for a maximum of 50% of the offer consideration in cash (subject to funding for the cash component being secured by Almonty – Almonty indicated in the March Proposal they would likely require a bridging facility to make the cash payment).

On 23 April, 2015 (subsequent to the announcement by Ormonde on 13 April, 2015 that it expected to shortly be in a position to finalise agreements in relation to the proposed project financing of the Barruecopardo Project with Oaktree Capital Management L.P.) a second indicative non-binding proposal was received from Almonty (the "April Proposal"). The April Proposal, which is stated *inter alia*, to be subject to due diligence and to the unanimous recommendation of the Board, comprises an indicative non-binding all cash proposal of 4.00p for each Ormonde share, with a share alternative also proposed. It is indicated that a 24 month bridging facility would be used to fund the cash portion, but no evidence has as yet been advanced by Almonty that such a facility is in place and/or available.

Since the receipt of the March Proposal, your Board has sought to obtain clarity on those specific key issues which it, together with its advisers, considered necessary to enable it to determine the credibility of any take-over proposal from Almonty and of its ability to subsequently fund the Barruecopardo mine development, an issue not addressed in either of Almonty's two proposals (although relevant to any share alternative proposed by Almonty), nor in its responses to specific questions posed by Ormonde subsequent to the March Proposal.

Ormonde also engaged two international mine consultancy groups (CSA Global Pty Ltd of Perth, Australia¹ and Micon International Ltd of Toronto, Canada²) to examine and prepare a report on the publicly available information on Almonty.

Following its own examination of the publicly available information on Almonty, and of the reports received from the independent consultants, the Board has a number of concerns in respect of the reported reserves, projected mine life, negative net cashflows from operations, and existing debt profile of Almonty and its operations. The Board notes that, in the opinion of the authors of both independent reports, no technical or economic justification has been provided for the inclusion by Almonty of the tailings from its Los Santos Mine within the Los Santos Mineral Reserve Estimate, and that, therefore, these tailings should be removed from the Reserve Estimate. The removal of the tailings from Reserves would result in the remaining mine life at Los Santos falling from the 8 years reported by Almonty to a little over 2 years. Micon also considered Almonty's other mine,

Wolfram Camp, and noted that it has reported reserves for less than one year's operations. Given the above, the Board has concerns over the ability of Almonty to provide funds on the "certain funds" basis required under the Irish Takeover Rules for an offer for Ormonde as well as servicing its own reported debt of CAD\$26.9 million, as at 31 December 2014.

The Board has also noted that another tungsten developer, Woulfe Mining Corporation, recently announced that its board had unanimously determined to terminate an agreed merger (subject to due diligence) with Almonty shortly after the commencement of reciprocal due diligence between the parties.

In the absence of additional specific assurances from Almonty and following our consideration of the public documentation, the reports referred to above and other available information, the Board would not be in a position to recommend any proposal which included a component of Almonty's shares and further, due to the Board's concerns indicated above, it is not confident that Almonty is capable of executing its proposal to acquire the Company for cash, even were it to make a proposal at a level which was capable of recommendation.

Accordingly, following careful consideration of the April Proposal, including the 4.00p cash offer price, which is considered by the Board to substantially undervalue the Company and the Barruecopardo asset, the non-binding nature of the proposal, the continued lack of satisfactory evidence thus far provided of Almonty's ability to fund the cash component and the Board's continuing concerns with respect to the ability of Almonty to complete any such proposal, the Board of Ormonde does not believe that it is in the best interests of the Company to deviate from its decision to pursue and, with shareholder consent, complete the Oaktree project financing. The Oaktree project financing is the subject of a further announcement today to the effect that the Company has entered into binding agreements and is publishing a circular convening an extraordinary general meeting at which a resolution to approve the Oaktree project financing will be proposed and recommended by the Board.

The Board notes that Almonty approached the Company in 2013 and was then, after an offer period of more than 5 months, required by the Irish Takeover Panel to make an offer or announce that it did not intend to make an offer within a specified deadline, with no offer ultimately forthcoming. The Board now believes that the current Almonty proposals could pose considerable risk, exposing the Company and its shareholders to a situation where it has neither the prospect of project financing being completed, nor the option of a definitive and satisfactory cash offer.

Your Board continues to work towards creating value for Ormonde shareholders. Any fully funded offer, presenting appropriate value and capable of implementation in a reasonable time frame, forthcoming from any party, will of course be considered by the Company.

Notwithstanding this, the Board believes that delivering project financing for the development of a mine at Barruecopardo in the short to medium term currently represents the best opportunity to maximise the value of Ormonde's interest in Barruecopardo, in the interests of the Company and its shareholders as a whole and recommends that shareholders vote in favour of the Oaktree project financing at the forthcoming extraordinary general meeting.

1. CSA Global Pty Ltd is a geological, mining and management company with 30 years' experience in the mining industry. CSA Global provides multi-disciplinary services to resource industry clients worldwide from offices in Australia, Indonesia, Singapore, South Africa, Russia, United Kingdom and Canada.
2. Micon International Limited is an independent firm of mineral industry consultants, headquartered in Toronto, Canada, and with offices in Vancouver, Canada, and Norwich and Cornwall, United Kingdom. Micon's practice is worldwide and covers all of the base and precious metals, the energy minerals (coal and uranium) and a wide variety of industrial minerals.

Sources and bases of information:

The relevant sources of information are set out below in the order in which the relevant information appears in this announcement. Where any such information is repeated, the underlying bases and sources are not.

- (1) *Information in relation to the Almonty March Proposal is taken from correspondence received from Almonty and, to the extent relevant, discussions with Almonty's advisers.*
- (2) *Information in relation to the Almonty April Proposal is taken from correspondence received from Almonty.*
- (3) *Publicly disclosed information in relation to Almonty has been extracted from announcements and other documentation issued by Almonty and available on www.sedar.com. These include in particular the financial reports and accounts of Almonty in respect of each of the years ended 31 September, 2012, 2013 and 2014.*

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- (4) Information in relation to the previously proposed transaction between Almonty and Woulfe Mining Corporation has been sourced from an announcement issued by Woulfe Mining Corporation dated 17 February, 2015 and available on its website, www.woulfemining.com.
 - (5) Information in relation to the previous approach made by Almonty has been sourced from an announcement issued by Ormonde dated 9 August, 2013, an announcement issued by the Irish Takeover Panel dated 18 December, 2013 and subsequent announcements issued by Almonty and Ormonde dated 31 January, 2014.
 - (6) Information relating to the outcome of diligence on Almonty conducted by two external consultants engaged by Ormonde has been sourced from the respective reports. In accordance with the requirements of the Irish Takeover Rules, these reports will be display documents in the event of Almonty making a formal offer under the Irish Takeover Rules and Ormonde issuing a response under the Irish Takeover Rules to that offer.

The Directors of Ormonde accept responsibility for the information contained in this announcement, save that the only responsibility accepted by the Directors of Ormonde in respect of the information in this announcement relating to Almonty, the Almonty Industries Group, the board of directors of Almonty and the persons connected with them, which has been compiled from published sources, has been to ensure that such information has been correctly and fairly reproduced or presented (and no steps have been taken by the Directors of Ormonde to verify this information). To the best of the knowledge and belief of the Directors of Ormonde (having taken all reasonable care to ensure that such is the case), the information contained in this announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Any holder of 1% or more of any class of relevant securities of Ormonde or of Almonty may have disclosure obligations under Rule 8.3 of the Irish Takeover Panel Act, 1997, Takeover Rules 2013.

No statement in this announcement is intended to be an asset valuation or a profit forecast and profits and earnings per share will not necessarily be changed.

Davy and Davy Corporate Finance each of which are regulated in Ireland by the Central Bank of Ireland, are acting for Ormonde and no one else in relation to the matters referred to herein. In connection with such matters, Davy and Davy Corporate Finance, its affiliates and their respective directors, officers, employees and agents will not regard any other person as their client, nor will they be responsible to anyone other than Ormonde for providing the protections afforded to their clients or for providing advice in connection with the matters described in this announcement or any matter referred to herein.

Publication on Website

A copy of this announcement will be available, subject to certain restrictions relating to persons resident in restricted jurisdictions, at www.ormondemining.com by no later than 12 noon (Dublin time) on 30 April 2015. The content of the website referred to in this announcement is not incorporated into and does not form part of this announcement.

NOTICE OF EXTRAORDINARY GENERAL MEETING
of
ORMONDE MINING PLC

(incorporated and registered in Ireland under the Companies Acts 1963 to 1983 with registered number 96863)

Notice is hereby given that an Extraordinary General Meeting of Ormonde Mining plc (the "Company") will be held at the offices of Davy, Davy House, 49 Dawson Street, Dublin 2 Ireland on 19 May, 2015 at 10.00 a.m. to consider and, if thought fit, pass the following resolution, which will be proposed as an ordinary resolution:

RESOLUTION: ORDINARY RESOLUTION

"That the Company be and is hereby authorised to enter into, perform and complete the Project Financing and the Project Financing Agreements (as such terms are defined for the purposes of the Circular accompanying the notice convening this meeting) and the directors of the Company be authorised: (1) to take all such steps as may be necessary or desirable in connection with, and to implement, the Project Financing and/or the Project Financing Documents; and (2) to agree such modifications, variations, revisions, waivers or amendments to the terms and conditions of the Project Financing and/or the Project Financing Documents, and to any documents or arrangements relating thereto as they may consider to be appropriate."

BY ORDER OF THE BOARD

JOHN CARROLL
Secretary

Registered Office:
6 Northbrook Road,
Dublin 6,
Ireland

Dated: 29 April, 2015

Notes:

1. Any member entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend, speak and vote on his/her behalf. A proxy need not be a member of the Company.
2. To be effective, the Form of Proxy, together with any power of attorney or other authority under which it is executed, or a notarially certified copy thereof, must be completed and reach the Company's registrars, Computershare Investor Services (Ireland) Limited at P.O. Box 954, Sandyford Industrial Estate, Dublin 18, Ireland (if delivered by post) or Computershare Investor Services (Ireland) Limited, at Heron House, Corrig Road, Sandyford Industrial Estate, Dublin 18, Ireland (if delivered by hand) as soon as possible but in any event, so as to be valid, to be received no later than 48 hours before the time fixed for the Extraordinary General Meeting, or any adjournment of such meeting not later than forty-eight hours before the time for the holding of the meeting.
3. The Form of Proxy must (i) in the case of an individual member be signed by the member or his/her attorney; or (ii) in the case of a body corporate be given either under its common seal or be signed on its behalf by its duly authorised officer or attorney.
4. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders and for this purpose seniority shall be determined by the order in which the name stands in the Register of Members in respect of the joint holding.
5. If a proxy is executed under a Power of Attorney such Power of Attorney must be deposited at the Registrar's office along with the instrument of proxy.
6. Completing and returning a Form of Proxy shall not preclude a member from attending and voting at the meeting should he/she so wish.
7. Only members registered in the Company's register of members at:
 - 6:00 pm on the day two days before the date of the Extraordinary General Meeting; or
 - If the Extraordinary General Meeting is adjourned, at 6:00 pm in the day two days prior to the adjourned Extraordinary General Meeting, shall be entitled to attend and vote at the Extraordinary General Meeting. Changes to entries in the register after that time will be disregarded in determining the right of any person to and / or vote at the meeting.