

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

JERVOIS TEXAS, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-90002 (CML)

(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on January 29, 2025, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. 47] (the “Solicitation Procedures Order”): (a) authorizing Jervois Texas, LLC and its debtor affiliates (collectively, the “Debtors”) to solicit acceptances for the Debtors’ *Joint Prepackaged Chapter 11 Plan of Reorganization of Jervois Texas, LLC and its Debtor Affiliates* [Docket No. 15] (as modified, amended, or supplemented from time to time, the “Prepackaged Plan”);² (b) conditionally approving the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Jervois Texas, LLC and its Debtor Affiliates* [Docket No. 16] (as may be amended, supplemented, or modified from time to time, and including all exhibits thereto, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the Solicitation Materials and certain related documents; (d) approving the Solicitation procedures; and (e) establishing procedures and the deadline for filing objections to the adequacy of the Disclosure Statement and/or confirmation of the Prepackaged Plan (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE THAT, as contemplated by the Prepackaged Plan and the Solicitation Procedures Order, the Debtors hereby file this supplement to the Prepackaged Plan (the “Plan Supplement”). The Plan Supplement comprises the following:

- (a) term sheet describing the key terms of the New Organizational Documents;
- (b) to the extent known, the identity and compensation of the members of the New Boards;
- (c) the Restructuring Transactions Memorandum;
- (d) the Schedule of Retained Causes of Action;
- (e) the Rejected Executory Contracts and Expired Leases Schedule; and

¹ The Debtors in this chapter 11 case, together with the last four digits of the Debtors’ federal tax identification number, are: Jervois Global Limited (N/A), Jervois Suomi Holding Oy (N/A), Jervois Finland Oy (N/A), Jervois Americas LLC (8097), Jervois Japan Inc. (N/A), Formation Holdings US, Inc. (0103), Jervois Mining USA Limited (1323), and Jervois Texas, LLC (9514). The Debtors’ service address is Suite 2.03, 1-11 Gordon Street, Cremorne Melbourne, VIC, 3121, Australia.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Prepackaged Plan.

(f) the Exit Revolver Facility Term Sheet.

PLEASE TAKE FURTHER NOTICE THAT certain documents, or portions thereof, contained in the Plan Supplement remain subject to ongoing review, revision, and further negotiation among the Debtors and interested parties with respect thereto. The Debtors reserve the right to alter, amend, modify, or supplement any document in this Plan Supplement in accordance with the Prepackaged Plan (including any consent rights contained therein), at any time before the Effective Date or any such other date as may be provided for by the Prepackaged Plan or by order of the Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the date of the Confirmation Hearing (as defined below), the Debtors will file a blackline of such document with the Court.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider final approval of the Disclosure Statement and confirmation of the Prepackaged Plan (the “Confirmation Hearing”) will commence on **March 6, 2025, at 1:00 p.m. (prevailing Central Time)**, before Judge Christopher M. Lopez, in the United States Bankruptcy Court for the Southern District of Texas, located at 515 Rusk Street, Courtroom 401, Houston, Texas 77002.

PLEASE TAKE FURTHER NOTICE THAT the Objection Deadline is **February 28, 2025, at 5:00 p.m. (prevailing Central Time)**. Any objection to the Prepackaged Plan or Disclosure Statement must: (a) be in writing; (b) conform to the Bankruptcy Rules, Bankruptcy Local Rules, and any other case management rules and orders of the Court; (c) set forth the name of the objector, and the nature and amount of any claim or interest asserted by the objector against the estates or property of the Debtors; (d) state, with particularity, the legal and factual basis for such objection, and, if practicable, a proposed modification to the Prepackaged Plan that would resolve such objection; and (e) be filed with the Court and served upon the Debtors, counsel to the Debtors, the U.S. Trustee, and counsel to the Plan Sponsor, so as to be **actually received** by the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Solicitation Procedures Order, the Disclosure Statement, the Prepackaged Plan, the Plan Supplement, or related documents, you should contact Stretto, Inc. (the “Claims and Balloting Agent”) by: (a) calling (855-331-7764 (toll-free within the United States or Canada) or 1-949-208-9696 (international); (b) visiting the Debtors’ restructuring website at: <https://cases.stretto.com/Jervois>; (c) writing to the Claims and Balloting Agent at Jervois Texas, LLC, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; and/or (d) emailing the Claims and Balloting Agent at jervoiscaseteam@stretto.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://pacer.gov/>.

ARTICLE VIII OF THE PREPACKAGED PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE VIII.D CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PREPACKAGED PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PREPACKAGED PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE CLAIMS AND BALLOTING AGENT.

Houston, Texas
February 17, 2025

/s/ Duston K. McFaul

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Proposed Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on February 17, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ *Duston K. McFaul*
Duston K. McFaul

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**PLAN SUPPLEMENT FOR THE DEBTORS'
JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION**

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¹ The Debtors in this chapter 11 case, together with the last four digits of the Debtors' federal tax identification number, are: Jervois Global Limited (N/A), Jervois Suomi Holding Oy (N/A), Jervois Finland Oy (N/A), Jervois Americas LLC (8097), Jervois Japan Inc. (N/A), Formation Holdings US, Inc. (0103), Jervois Mining USA Limited (1323), and Jervois Texas, LLC (9514). The Debtors' service address is Suite 2.03, 1-11 Gordon Street, Cremorne Melbourne, VIC, 3121, Australia.

Exhibit A

Term Sheet Describing Key Terms of New Organizational Documents

Principal Terms of Reorganized Parent New Organizational Documents¹

Reorganized Parent: Reorganized Parent (as defined in the Prepackaged Plan) will be a newly-formed limited liability company organized under Cayman Islands law that will elect to be treated as a partnership for U.S. federal income tax purposes, except as otherwise determined by the Plan Sponsor prior to the date of the Confirmation Hearing, and will be formed prior to the Effective Date.

New LLC Agreement: On the Effective Date, Reorganized Parent will enter into a limited liability company agreement (the “New LLC Agreement”) with the Plan Sponsor, each Additional New Money Investor, and each other Person that receives New Common Units (as defined below) in connection with the Restructuring Transactions. The terms set forth in this New Organizational Documents term sheet (this “Term Sheet”) will be reflected in the New LLC Agreement, which shall be subject to amendment or modification prior to the Effective Date. As used in this Term Sheet, Jervois Global Limited and each of its direct and indirect subsidiaries is referred to, each individually, as a “Company” and collectively as the “Companies”.

New Common Units: The New LLC Agreement will provide for the following two classes of New Equity Interests: (i) Class A Common Units (“Class A Common Units”) and (ii) Class B Common Units (“Class B Common Units” and, together with the Class A Common Units the “New Common Units”).

Class A Common Units will be full-voting units and will be issued on the Effective Date pursuant to the Prepackaged Plan.

Class B Common Units will have limited voting rights and may be issued from time to time after the Effective Date pursuant to awards granted under the MIP, as determined by the board of managers of Reorganized Parent (the “Board”).

Persons that own or hold New Common Units from time to time are referred to herein, each as a “Member” and, collectively, the “Members”.

The New Common Units will be issued in uncertificated book entry form, and ownership of the New Common Units will be reflected in a register of Members maintained by Reorganized Parent or, if applicable, by a transfer agent designated by the Board.

Upon the Effective Date, the New Common Units will not be registered under the Securities Act or listed for trading on any securities exchange, and neither Reorganized Parent nor any of its direct or indirect subsidiaries will be a reporting company under the Securities Exchange Act of 1934 (the “Exchange Act”).

¹ Each capitalized term that is used but is not otherwise defined herein shall have the meaning ascribed to such term in the *Joint Prepackaged Chapter 11 Plan of Reorganization of Jervois Texas, LLC and its Debtor Affiliates*, dated January 28, 2025 [Docket No. 15] (as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms and the Restructuring Support Agreement, the “Prepackaged Plan”).

Member Voting:

Each Class A Common Unit will be entitled to one vote per unit. The Members may take action at a duly convened meeting of the Members at which a quorum is present, by the affirmative vote of Members holding, in the aggregate, a majority of the Class A Common Units held by all the Members present at such meeting. In addition, any action that may be taken by the Members at a meeting may also be taken, without a meeting but subject to customary notice requirements, by the written consent of one or more Members holding, in the aggregate, at least a majority of the outstanding Class A Common Units. As used in this Term Sheet, “Majority Member Approval” shall mean the approval of Members holding, in the aggregate, a majority of the outstanding Class A Common Units, either at a meeting of the Members or by written consent.

Board of Managers:

On the Effective Date, the Board of Managers of Reorganized Parent (the “Board”) will consist of five (5) managers (each, a “Manager”), with each of the initial Managers to be selected by the Plan Sponsor prior to the Confirmation Date. Following the Effective Date, Managers will be elected by Majority Member Approval. Any Manager may be removed at any time, with or without cause, by Majority Member Approval. If a Manager resigns, is removed, dies or becomes incapacitated, or if there is a vacancy on the Board for any other reason, the replacement Manager will be elected by Majority Member Approval. The New LLC Agreement will provide that all fiduciary duties that would otherwise apply to Managers and equityholders of Reorganized Parent are eliminated or limited to the fullest extent permitted by applicable law.

Chairperson:

The chairperson of the Board (the “Chairperson”) will be elected from among the Managers by a majority vote of the full Board, and shall be subject to removal (in their capacity as Chairperson) at any time by a majority vote of the full Board.

Meetings; Voting:

The Board will meet at least once each calendar quarter. In addition, [the Chairperson or any two (2) Managers] / [any Manager] may call a special Board meeting at any time by written notice (which may be given by email) to each of the other Managers. For each Board meeting, the Board may meet in person or through the use of any means of communication by which all persons participating can hear each other at the same time or by any other means permitted by applicable law of the jurisdiction in which Reorganized Parent is organized. Action to be taken by the Board shall require approval by Managers that constitute a majority of the full Board, either (a) by the affirmative vote of such Managers at a duly convened Board meeting or (b) by the written consent of such Managers in lieu of a meeting.

Board Compensation:

Managers not employed by Reorganized Parent or any of its direct or indirect subsidiaries will receive market rate compensation (which may include future equity awards) from Reorganized Parent, as determined by the Board. All Managers will be reimbursed by Reorganized Parent for reasonable and documented expenses in connection with their service as Managers, and will be entitled to customary indemnification/advancement

and exculpation provisions and directors' and officers' liability insurance coverage.

Board Observer:

Each Additional New Money Investor that funds at least \$5 million of the New Money Investment Amount shall, for so long as such Additional New Money Investor holds at least [50]% of the Class A Common Units issued to it on the Effective Date pursuant to the Restructuring Transactions, be entitled to appoint one non-voting observer to the Board (a "Board Observer") to attend Board meetings and receive all information and materials provided to the Board, subject to entering into a customary confidentiality agreement to be provided by Reorganized Parent, provided that such right to attend Board meetings and receiving information and materials will be subject to customary exceptions including for the preservation of attorney-client privilege and conflicts of interest. Board Observers shall not receive any compensation or expense reimbursement for serving in such capacity.

Transfer Restrictions:

The New Common Units issued under the Prepackaged Plan pursuant to the registration exemption provided by Section 1145 of the Bankruptcy Code will be freely transferable, subject to customary restrictions applicable to Affiliates and any recipient of shares under the Prepackaged Plan who is an "underwriter" as such term is defined in Section 1145. Notwithstanding the foregoing, any transfer of New Common Units (including New Common Units issued under Section 1145) will be subject to restrictions on transfer set forth in the New LLC Agreement that are customary for privately held post-restructuring companies, including the following conditions precedent: (a) delivery to Reorganized Parent of written notice of the proposed transfer at least a specified number of days before the proposed transfer, (b) the proposed transferee's delivery of a duly executed joinder to the New LLC Agreement, (c) Reorganized Parent's being reasonably satisfied that the proposed transferee is not a competitor of Reorganized Parent or any of its subsidiaries (a "Competitor") and that the proposed transfer (i) complies with the registration requirements of the Securities Act and other applicable securities laws, (ii) will not cause Reorganized Parent to be required to register any class of equity interests or file reports under the Exchange Act, and (iii) will not cause Reorganized Parent to be treated as a publicly traded partnership or as an association taxable as a corporation for U.S. federal income tax purposes and (d) the transferor and transferee, as applicable, providing such additional information and documentation as Reorganized Parent in its discretion may reasonably request in connection with determining whether the proposed transfer complies with the foregoing conditions (which may include customary representation letters from the transferor and/or transferee and, for proposed transfers of New Common Units that are "restricted securities" under the Securities Act, an opinion of counsel to the transferor to the effect that the proposed transfer does not require registration under the Securities Act). Any conditions set forth in the immediately preceding sentence may, with respect to any proposed transfer of New Common Units, be waived by Reorganized Parent in its sole discretion. Any Transfer of New Common Units that does not satisfy the foregoing conditions shall be void *ab initio* and will

not be recognized by Reorganized Parent for any purpose. In addition to the foregoing, Class B Common Units will be subject to such additional transfer restrictions, vesting, and risks of forfeiture as may be set forth in the MIP and/or any agreement, contract or other instrument or document evidencing or governing the MIP grant or award pursuant to which such Class B Common Units were issued.

Right of First Offer:

Any transfer of New Common Units (excluding transfers to Affiliates and certain other permitted transferees) will be subject to a “right of first offer” in favor of the Plan Sponsor (including its Affiliates and affiliated funds) for so long as the Plan Sponsor or any of its Affiliates or affiliated funds is a Member.

Tag-Along Rights:

If one or more Members (the “Initiating Members”) desires to transfer Class A Common Units representing fifty percent (50.0%) or more of the issued and outstanding Class A Common Units to any Person (or group of Persons) (the “Transferee”) in any transaction (or series of related transactions) (excluding any sale of Class A Common Units by an Initiating Member to one or more of its Affiliates and certain other permitted transferees) (a “Tag-Along Transaction”), the Initiating Members must give notice to each other holder of Class A Common Units (the “Tag-Along Sellers”) at least ten (10) Business Days prior to the consummation of such Tag-Along Transaction, setting forth the material terms and conditions of such Tag-Along Transaction, and arrange for each Tag-Along Seller to have the opportunity to include in such Tag-Along Transaction a corresponding percentage of Class A Common Units owned or held by such Tag-Along Seller. The tag-along right may be exercised by any Tag-Along Seller delivering a written notice to the Initiating Members (or a designated representative of the Initiating Members) within five (5) Business Days following receipt of written notice of the proposed Tag-Along Transaction by the Initiating Members.

Tag-Along Sellers shall receive the same form and amount of consideration per Class A Common Unit that is being paid to the Initiating Members in connection with the Tag-Along Transaction, except that if the Initiating Members are given an option as to the form of consideration to be received in exchange for their Class A Common Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Common Units.

Notwithstanding anything to the contrary contained in this Term Sheet, any holder of Class B Common Units shall not be entitled to tag-along rights in respect of Class B Common Units held by such holder.

Drag-Along Rights:

If one or more Members holding, in the aggregate, more than fifty percent (50.0%) of the Class A Common Units outstanding at such time (the “Selling Members”) decide to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction to or with any Person other than the Selling Members or any Affiliates thereof, then Reorganized Parent or the Selling Members will have the right to require all other Members (the “Dragged Members”) to,

among other things, (i) sell a percentage of their New Common Units corresponding to the aggregate percentage of the New Common Units owned or held by the Selling Members that are proposed to be included in such Sale Transaction; (ii) vote such Dragged Members' New Common Units, whether by proxy, voting agreement or otherwise, in favor of the Sale Transaction and not raise any objection thereto; (iii) enter into the same agreements as the Selling Members enter into with the purchaser in the Sale Transaction on terms and conditions substantially identical to those applicable to the Selling Members, subject to certain customary exceptions, (iv) waive and refrain from exercising any appraisal, dissenters or similar rights; (v) not assert any claim against Reorganized Parent, any Manager, any member of any committee of the Board or any other Member or any Affiliates of any of the foregoing in connection with the Sale Transaction; and (vi) take any and all reasonably necessary actions reasonably requested by the Selling Members in furtherance of the consummation of the Sale Transaction.

Each Member shall receive, in respect of each New Common Unit to be sold by such Member in the Sale Transaction, the same form and amount of consideration paid in such Sale Transaction that is being paid to each other Member in respect of New Common Units of the same class or series, except that if any Member is given an option as to the form of consideration to be received in exchange for each New Common Unit of any class or series held by such Member, each other Member holding New Common Units of the same class or series need only be given the same option.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (i) all or substantially all of the consolidated assets of the Companies (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of a majority of the equity interests of any direct and/or indirect subsidiary or subsidiaries of Reorganized Parent if substantially all of the consolidated assets of the Companies are held by such subsidiary or subsidiaries) or (ii) at least a majority of the issued and outstanding Class A Common Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership), to (in either case of clause (i) or clause (ii)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) other than the Selling Members or any Affiliates thereof.

Fall-away:

The rights set forth above next to the captions “Right of First Offer”, “Tag-Along Rights” and “Drag-Along Rights” shall terminate upon a Qualified Public Offering (which shall be defined in and satisfy the criteria set forth in the New LLC Agreement) of Reorganized Parent.

Confidentiality:

Subject to certain permitted disclosures (including (i) disclosures to a Member's advisors and representatives, (ii) disclosures required by law and (iii) disclosures to a prospective transferee of Class A Common Units who executes and delivers to Reorganized Parent a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement), each Member will be required to hold in strict confidence any confidential, business, financial or proprietary information such Member receives regarding any of the Companies, or any confidential, business, financial or proprietary information of any other Member in respect of any of the Companies ("Confidential Information"), whether such Confidential Information is received from any of the Companies, any Manager, any Board observer, another Member, any Affiliate of Reorganized Parent or another Member, or any agents or advisors of any thereof. Such confidentiality obligations shall commence on the Effective Date and end on the first anniversary of the date such Member no longer owns any New Common Units.

In the event that any Member proposes to sell or otherwise transfer any New Common Units to a third party in compliance with the transfer restrictions described in this Term Sheet, such Member may make available to the potential transferee Confidential Information relating to the Companies (including Confidential Information obtained by such Member from any Manager), subject to the prior execution by such potential transferee of a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement.

Information Rights:

Subject to the confidentiality provisions referred to above, each Member will be entitled to receive (a) annual audited consolidated financial statements of Reorganized Parent within one hundred twenty (120) days after the end of Reorganized Parent's fiscal year and (b) quarterly unaudited consolidated financial statements of Reorganized Parent within sixty (60) days after the end of each of Reorganized Parent's first three fiscal quarters during each fiscal year. At the option of Reorganized Parent, Reorganized Parent may make available the information described above on a password-protected website. As a condition to gaining access to the information posted on such website, a Member may be required to "click through" or take other affirmative action pursuant to which such Member shall (i) confirm and ratify that it is a party to, and bound by all of the terms and provisions of, the New LLC Agreement, (ii) acknowledge its confidentiality obligations in respect of such information and (iii) certify its status as a Member that is not a Competitor.

Amendments:

The New LLC Agreement may be only amended pursuant to a writing signed by the Company and one or more Members holding, in the aggregate, a majority of the outstanding Class A Common Units. Notwithstanding the foregoing, no amendment or modification of any provision of the New LLC Agreement that would materially and adversely affect the rights or increase the obligations of any Member set forth in the New LLC Agreement in a manner that is disproportionate in any material respect to the comparable rights and obligations of the other Members

holding the same class of New Common Units (without regard to any effect resulting from (x) the individual circumstances of any such Member or (y) the differences in the respective percentages of ownership of New Common Units of the Members) shall be made without the affirmative vote or written consent of such affected Member; provided, however, that, for the avoidance of doubt, neither the creation of a new class or series of units or other equity interests of Reorganized Parent, nor the issuance of any additional New Common Units or other equity interests of Reorganized Parent, shall be deemed to adversely affect the rights or obligations of any Member.

Exhibit B

Identity of known members of the New Boards

Pursuant to Article IV.N.1 of the Prepackaged Plan, as of the Effective Date, and subject to the Australian Proceedings with respect to the Australian Entities, the terms of the current members of the boards of directors and similar governing bodies of the Debtors shall expire and each such member shall be deemed to have resigned, and the members of the New Boards and new officers of each of the Reorganized Debtors shall be deemed to have been appointed. In subsequent terms, following the Effective Date, members of the New Boards and new officers of each of the Reorganized Debtors shall be appointed in accordance with the New Organizational Documents and other constituent documents of each Reorganized Debtor, as applicable.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, to the extent known, the identity and affiliation of any Person proposed to serve on the New Boards will be disclosed to the Confirmation Hearing, as well as those Persons that will serve as officers of the Reorganized Debtors. Provisions regarding the removal, appointment, and replacement of members of the New Boards will be disclosed in the New Organizational Documents.

Exhibit C

Restructuring Transactions Memorandum

Certain documents or information, or portions thereof, contained in this **Exhibit C** and the Plan Supplement remain subject to continued review by the Debtors and the Plan Sponsor. The respective rights of the Debtors and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Prepackaged Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Prepackaged Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

This Restructuring Transactions Memorandum is intended only as a draft summary of the Restructuring Transactions and represents a simplified and illustrative set of steps to be taken in connection therewith. For the avoidance of doubt, this **Exhibit C** reflects the Debtors' current intentions with respect to the Restructuring Transactions and the post-Effective Date organizational structure of the Reorganized Debtors. Nothing in this **Exhibit C** shall be viewed as the final version of the Restructuring Transactions, nor shall it limit or modify, in any way, any section of the Plan Supplement or any related provisions in the Confirmation Order, or any authority or discretion granted to the Debtors and/or the Reorganized Debtors thereby. The Debtors, the Plan Sponsor, and their respective advisors will continue to review the Restructuring Transactions from a legal, operational, and tax perspective.

In accordance with Article IV.B of the Prepackaged Plan, and without limiting the generality of Article IV of the Prepackaged Plan, the Debtors and all other applicable parties shall implement and effectuate the following Restructuring Transactions, in the following order of steps:

Restructuring Transactions Memorandum¹

Prior to the Commencement of the Australian Proceedings:

1. Jervois Global Limited will form Intermediate HoldCo as a Jersey-organized intermediate holding company, that will be treated as an entity disregarded as separate from Jervois Global Limited for U.S. federal income tax purposes. Intermediate HoldCo will become a guarantor under the DIP Facility in accordance with the terms of the DIP Loan Agreement.
2. The Company Parties will undertake the following actions in respect of settlement/satisfaction of intercompany obligations:
 - a. Formation Holdings US, Inc. will contribute its receivable owed by Jervois Mining USA Limited to Jervois Mining USA Limited. No additional stock will be issued by Jervois Mining USA Limited in such contribution.
 - b. Jervois Mining Canada Limited will distribute its receivable owed by Jervois Global Limited to Jervois Global Limited.
 - c. Jervois Mining Canada Limited will contribute its receivable owed by Coronation Mines Limited to Coronation Mines Limited.
 - d. Jervois Global Limited will contribute its receivable owed by Eurasian Capital Limited down the chain to Eurasian Capital Limited.
 - e. Jervois Mining Canada Limited will contribute its receivable owed by Eurasian Capital Limited down to 1126302 BC Limited, which, in turn, will contribute such receivable to Eurasian Capital Limited.
 - f. Jervois Mining Canada Limited will distribute, by way of reduction of capital, the shares of Coronation Mines Limited, Millennial Holdings Corp, and 1126302 BC Limited to Jervois Global Limited.
 - g. Jervois Mining Canada Limited will contribute its receivable owed by Millennial Terranova S.A. de C.V. to Millennial Terranova S.A. de C.V. and Millennial Terranova S.A. de C.V. will liquidate or complete its liquidation.²
 - h. The Debtors, with the consent of the Plan Sponsor, will capitalize, set off, write off, contribute or distribute to other Debtors, or take such other actions as the Debtors and the Plan Sponsor may consider advisable, to eliminate, in whole or in part, certain other intercompany obligations.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Prepackaged Plan.

² Liquidation timing to be confirmed.

3. [Jervois Global Limited will form a new Australian entity as a private Australian Pty Ltd company (“New JRV Service Co”) that will house Debtors’ Australia-based employees.]³
4. Jervois Global Limited will contribute all the equity interests of the following subsidiaries to Intermediate HoldCo: (a) Jervois Suomi Holdings Oy, which wholly owns (i) Jervois Finland Oy, (ii) Jervois Americas LLC, (iii) Jervois Japan Inc., (iv) Jervois Europe GmbH, (v) Jervois Texas LLC, and (vi) Jervois Trading (Shanghai) Ltd.; (b) Jervois Switzerland SA; (c) Jervois Holdings SA, which wholly owns (i) Jervois Brasil Participações Ltda and (ii) Jervois Brasil Metalurgia Ltda; (d) Jervois Mining Canada Limited[; and (e) New JRV Service Co].

Prior to the Effective Date:

5. Following the entry of the Confirmation Order, the Australian Entities shall commence the Australian Proceedings in accordance with the Prepackaged Plan and the Restructuring Support Agreement.
6. The Plan Sponsor will form Reorganized Parent, a new Cayman entity, that will be treated as other than an association taxable as a corporation for U.S. federal income tax purposes.

On the Effective Date:

7. [Australian employees of Jervois Global Limited will terminate their employment with Jervois Global Limited and start their employment with New JRV Service Co. All employment-related liabilities will be assumed by New JRV Service Co].
8. The Prepetition ICO Bondholders will be deemed to contribute their claims arising under the Prepetition ICO Bonds, and the Plan Sponsor will be deemed to contribute their claims arising under the Prepetition Convertible Notes, to Reorganized Parent on or immediately prior to the Effective Date.
9. Jervois Global Limited will contribute its receivable owed by Formation Holdings US, Inc. to Formation Holdings US, Inc. No additional stock will be issued by Formation Holdings US, Inc. in such contribution.
10. Pursuant to the Prepackaged Plan and immediately subsequent to the actions set forth in Steps 8 and 9 above:
 - a. As consideration for the delivery of the property to be delivered in Step 10.b, Reorganized Parent will cancel the debt Jervois Global Limited owes with respect to the Prepetition Convertible Notes and cancel the debt Formation Holdings US, Inc. owes with respect to the Prepetition ICO Bonds.

³ The Steps related to New JRV Service Co remain subject to review and prior written consent of the Plan Sponsor in its sole discretion.

- b. Jervois Global Limited will transfer (a) the equity interests in Intermediate HoldCo; (b) the equity interest in Formation Holdings US, Inc.; and (c) the Finland Receivable to NewCo.
 - c. On the Effective Date, but after Step 10.b, Reorganized Parent will contribute the equity interests in Formation Holdings US, Inc. to Intermediate HoldCo.
 - d. The Plan Sponsor will provide the Exit Revolver Facility to Jervois Finland Oy and certain of the other Reorganized Debtors. It is expected that Intermediate HoldCo will be a guarantor with respect to the Exit Revolver Facility.⁴
 - e. The Plan Sponsor and any Additional New Money Investor shall severally fund the New Money Investment Amount (*i.e.*, \$90 million), in exchange for approximately 51.1% of the New Equity Interests issued by Reorganized Parent as of the Effective Date (subject to dilution by the MIP) in the aggregate. The Plan Sponsor shall be paid the Equity Commitment Premium in exchange for the New Money Investment.
 - i. The New Money Investment will be used solely for certain items specified in the Prepackaged Plan including, on and after the Effective Date, as applicable: (A) repayment in full in Cash of the DIP Loans; (B) transaction fees and expenses; (C) the partial paydown in Cash of the Prepetition JFO Revolver Loans; (D) distributions to creditors under the Prepackaged Plan and the DOCA; (E) capitalization of the SMP Refinery; and (F) such other amounts as determined by the Reorganized Debtors and the Plan Sponsor, in the case of each of the foregoing in accordance with a “sources-and-uses” approved in writing by the Plan Sponsor.
11. A portion of the New Money Investment will be used to fund a cash reserve to be held by a creditors’ trust to be established by the Australian Entities sufficient to pay claims against the Australian Entities and to fund the Australian Proceedings.

Other Steps:

12. From and after the Confirmation Date, the Reorganized Debtors will take steps to liquidate and wind down Jervois Global Limited and the following de minimis subsidiaries (a) Goldpride Pty Limited; (b) Nico Young Pty Limited; (c) TZ Nico (1) Pty Limited; (d) TZ Nico (2) Pty Limited; (e) Hardrock Exploration Pty Limited; (f) Tanzania Nickel Cobalt Limited; (g) Coronation Mines Limited; (h) Millennial Holdings Corp; (i) 1126302 BC Limited; and (j) Eurasian Capital Limited.

⁴ NewCo treatment in the Exit Revolver Facility is subject to further review by the Plan Sponsor.

Exhibit D

Schedule of Retained Causes of Action

Certain documents, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continued review by the Debtors and the Plan Sponsor. The respective rights of the Debtors and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Prepackaged Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Prepackaged Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Schedule of Retained Causes of Action

Article IV.O. of the Prepackaged Plan¹ provides that, subject to Article VIII thereof, each Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Prepackaged Plan, including in Article VIII thereof, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Prepackaged Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. The Debtors and Reorganized Debtors, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Prepackaged Plan, including Article VIII thereof. Unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Prepackaged Plan or a Final Order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

Unless otherwise expressly released by the Prepackaged Plan, the Debtors or the Reorganized Debtors, as applicable, expressly reserve their rights with respect to all Causes of Action that are not expressly released under the Prepackaged Plan, including the following types of claims:

1. Claims Related to Insurance Policies

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Prepackaged Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

2. Claims Related to Taxing Authorities

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which

¹ Capitalized terms used herein but otherwise not defined herein shall have the meaning ascribed to them in the Prepackaged Plan.

any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified herein.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Prepackaged Plan, this Plan Supplement, or any amendments thereto.

4. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or the Reorganized Debtors, regardless of whether such Entity is expressly identified in the Prepackaged Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or the Reorganized Debtors, as applicable, owe money to them. The claims and Causes of Action reserved include Causes of Action against vendors, suppliers of goods and services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory or statutory liens held by any one or more of the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property or any business tort claims.

5. Claims Related to Deposits, Adequate Assurance, and Other Collateral Postings

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral,

regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.²

6. Claims Related to Liens

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all liens regardless of whether such lien is specifically identified herein.

7. Claims Related to Contracts and Leases

Unless otherwise expressly released by the Prepackaged Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, including as a third party beneficiary or otherwise, including all contracts and leases that are assumed by the Debtors (including pursuant to the Prepackaged Plan) or rejected by the Debtors.

² For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving (A) Objections by Utility Companies and (B) Requests for Additional Adequate Assurances of Payment, (III) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Service, and (IV) Granting Related Relief* [Docket No. 51] or otherwise provided as "adequate assurance of payment" (as that term is used in section 366 of the Bankruptcy Code).

Exhibit E

Rejected Executory Contracts and Unexpired Leases Schedule

Certain documents, or portions thereof, contained in this Exhibit E and the Plan Supplement remain subject to continued review by the Debtors and the Plan Sponsor. The respective rights of the Debtors and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Prepackaged Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Prepackaged Plan, or by order of the Bankruptcy Court; provided that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Article V.A. of the Prepackaged Plan provides that each Executory Contract or Unexpired Lease¹ not otherwise assumed or rejected will be deemed assumed or assumed and assigned to the applicable Reorganized Debtor(s) in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (1) was assumed or rejected previously by the Debtors; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a motion to reject Filed on or before the Effective Date; or (4) is identified on the Rejected Executory Contracts and Unexpired Leases Schedule.

Unless otherwise specified, each contract or other agreement listed in the Rejected Executory Contracts and Unexpired Leases Schedule shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, without respect to whether such agreement, instrument, or other document is listed therein. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

Notwithstanding anything to the contrary in the Prepackaged Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement this Rejected Executory Contracts and Unexpired Leases Schedule at any time up to ninety (90) days after the Effective Date, as determined by and upon the direction of the Plan Sponsor.

¹ Capitalized terms used herein but otherwise not defined herein shall have the meaning ascribed to them in the Prepackaged Plan.

Jervois Texas, LLC Contract Rejection Schedule

Company Party	Counterparty	Contract Type	Agreement Name
Jervois Global Limited	BMO Capital Markets Limited	Engagement Letter	BMO Capital Markets Engagement by the Company*
Jervois Global Limited	Companhia Brasileira de Aluminio	Purchase Agreement	Purchase Agreement†
Jervois Global Limited	Cormark Securities Inc.	Engagement Letter	Engagement of Cormark Securities Inc. as financial advisor*
Jervois Global Limited	Koboltti Chemicals Holdings Limited, Freeport-McMoran Inc., Lundin Mining Corporation	Purchase Agreement	Stock Purchase Agreement†
Jervois Global Limited	Magma Capital Advisory Pty Ltd	Engagement Letter	Engagement Letter - Debt Advisory Services*

* Specified Advisory Contract

† Specified Contract

Exhibit F

Exit Revolver Facility Term Sheet

Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continued review by the Debtors and the Plan Sponsor. The respective rights of the Debtors and the Plan Sponsor are expressly reserved, subject to the terms and conditions set forth in the Prepackaged Plan and the Restructuring Support Agreement, to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Prepackaged Plan, or by order of the Bankruptcy Court; *provided* that if any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the Confirmation Hearing, the Debtors will file a redline of such document with the Bankruptcy Court.

Exit Revolver Facility Term Sheet

This term sheet (“**Exit Revolver Facility Term Sheet**”) does not address all terms and conditions that would be required in connection with any potential restructuring and remains subject to (a) further legal, financial, regulatory, tax and other due diligence by the Plan Sponsor, and (b) the execution of definitive documentation, in form and substance acceptable to the Plan Sponsor. Capitalized words not defined herein have the meaning given to them in the Prepackaged Plan.

Overview¹	<ul style="list-style-type: none"> ▪ On the Effective Date, the working capital facility revolver arising under the Prepetition JFO Facility shall be partially paid down in the amount of \$12.5 million, and the remaining outstanding principal amounts (and go-forward commitments) shall be converted into the Exit Revolver Facility (in the form of an amendment to the Prepetition JFO Facility, on the terms set forth herein) and continued as a post-Effective Date working capital facility upon the following terms:
Commitment Amount	<ul style="list-style-type: none"> ▪ \$150 million maximum commitment amount, subject to \$50 million blocker
Borrowing Base	<ul style="list-style-type: none"> ▪ Same as the Prepetition JFO Facility prior to the August/September 2024 amendments and related waivers
Interest	<ul style="list-style-type: none"> ▪ Same as the Prepetition JFO Facility
Fees	<ul style="list-style-type: none"> ▪ On the Effective Date, the Plan Sponsor shall be entitled to an exit commitment premium payable in the form of 1.1% of the New Equity Interests issued and outstanding as of the Effective Date (“Exit Commitment Premium”) (subject to dilution by the MIP) ▪ Otherwise, same as the Prepetition JFO Facility
Maturity Date	<ul style="list-style-type: none"> ▪ Extended to the later of March 31, 2026, and one year following the Effective Date
Covenants	<ul style="list-style-type: none"> ▪ Amended and restated covenants, including financial maintenance covenants, satisfactory to the Plan Sponsor
Loan Parties	<ul style="list-style-type: none"> ▪ Borrowers and guarantors consistent with the Prepetition JFO Facility prior to the August/September 2024 amendments and related waivers and otherwise acceptable to the Plan Sponsor
Guarantee/Security	<ul style="list-style-type: none"> ▪ Consistent with the Prepetition JFO Facility prior to the August/September 2024 amendments and related waivers and otherwise acceptable to the Plan Sponsor

¹ Structuring and documentation of Exit Revolver Facility to be agreed.