

REQUEST OF THE ISSUER TO AMEND THE TERMS AND CONDITIONS

To the Noteholders in:

Helsinki, 25 March 2020

**SOTKAMO SILVER OY - SENIOR SECURED FIXED RATE NOTES 2018, ISIN:
FI4000315379 (THE "NOTES")**

This voting request for Written Procedure has been sent on 25 March 2020 to the Noteholders registered on 24 March 2020 in the register maintained by Euroclear Finland Ltd (the "CSD") pursuant to paragraph 2, Section 3 of Chapter 6 of the Book-Entry System Act as direct registered owner (Fin: *omistaja*) or nominee (Fin: *hallintarekisteröinnin hoitaja*) with respect to one or several Notes.

If you are an authorised nominee under the Book-Entry System Act or if you otherwise are holding Notes on behalf of someone else on a securities account, please forward this notice to the Noteholder you represent as soon as possible. For further information, please see below under Section 6.3 (Voting rights and authorisation).

Nordic Trustee Oy acts as agent (the "**Agent**") for the holders of the notes (the "**Noteholders**") in the above-mentioned note issue ISIN FI4000315379 (the "**Notes**") issued by Sotkamo Silver Oy (the "**Issuer**").

In its capacity as the Agent, and as requested by the Issuer, the Agent hereby convenes the Noteholders to a Written Procedure, whereby Noteholders can vote for or against the Request (as defined below). All capitalised terms used herein and not otherwise defined in this notice (the "**Notice**") shall have the meanings assigned to them in the terms and conditions for the Notes (the "**Terms and Conditions**").

The Noteholders participate in the written procedure by completing and sending the voting form, attached hereto as Schedule 1 (the "**Voting Form**"), and, if applicable, the power of attorney, attached hereto as Schedule 2 (the "**Power of Attorney**") in accordance with the instructions set out in Section 6.4 (*Notes registered with a nominee*) to the Agent.

Please contact the securities firm you hold your Notes through, if you do not know how your Notes are registered or if you need authorisation or other assistance to participate. The Agent must receive the Voting Form no later than 17:00 p.m. (EET) on 16 April 2020 (the "**Final Response Time**") either by regular mail, courier or e-mail to the Agent using the contact details set out in Section 5.7 (*Address for sending replies*) below. Votes received thereafter may be disregarded.

To be eligible to participate in the Written Procedure, a person must meet the criteria for being a Noteholder on 24 March 2020 (the "**Record Date**"). This means that the person must be registered on a securities account with the CSD, as a direct registered owner (Fin. *omistaja*) or nominee (Fin. *hallintarekisteröinnin hoitaja*) with respect to one or several Notes.

1. BACKGROUND

At the moment, under Section 11.1 of the Terms and Conditions, the Issuer has deposited and kept on the Pledged Account an amount corresponding to the Interest payable for a twelve (12) month Interest Period. Under Section 8.2 of the Terms and Conditions, the Issuer has an obligation, as of 30 September 2020 onwards, to collect funds for repayment of the Notes and deposit such funds into the Pledged Account, for the purposes of offer to purchase Notes from Noteholders pursuant to Section 8.2 of the Terms and Conditions.

The Issuer wishes to amend Section 8.2 to the effect that the Issuer has an obligation, as of 31 March 2021 onwards, to collect funds for repayment of the Notes in the amount of EUR 1,350,000 in each quarter (as per below) and Section 11.1 of the Terms and Conditions of the Notes so that the funds shall be deposited into the Pledged Account prior to the applicable Interest Payment Date (as per below) as well as increase the bank revolving credit limit in sub-section c) of the definition “*Permitted Debt*” under Section 1.1 (*Definitions*) from EUR 1,000,000 to EUR 2,000,000.

As a consequence of the above amendments (the “**Amendment**”), the amount corresponding to the Interest payable for one Interest Period shall be released from the Pledged Account for the payment of the Interest due on 27 March, 2020.

The Issuer justifies the request with the fact that the mine owned by the Issuer is now in operation, which is a significant change in the circumstances under which the Notes were issued. In the Issuer’s opinion the risk level of the Issuer is currently lower than at the Issue Date due to the incoming sales cash flow. Therefore, the current pledge and escrow arrangements under the Terms and Conditions unnecessarily strain Issuer’s cash flow and liquidity, which is still needed for the working capital purposes and optimization of the mine production. Furthermore, the Issuer would like to diversify its financing base and financial flexibility by increasing the bank revolving credit limit by one million euro to two million euros. An increased revolving credit limit would also require amending the Terms and Conditions.

The Issuer has requested the Agent to choose a Written Procedure under which the Noteholders shall vote for the Request and provide the Noteholders with necessary instructions in respect of the procedure.

2. REQUEST

The Issuer requests the following consents and waivers to the Terms and Conditions for the purpose of completing the Amendment:

- (i) Sub-section c) of the definition “**Permitted Debt**” under Section 1.1 (*Definitions*) is deleted in its entirety:

~~e) incurred under any working capital facility, including any overdraft facility, in an aggregate maximum amount of EUR 1,000,000 at any one time;~~

and replaced with the following new wording:

“c) incurred under any working capital facility, including any overdraft facility, in an aggregate maximum amount of EUR 2,000,000 at any one time;”

- (ii) The current wording of the first paragraph of Section 8.2. (ii) (*Issuer's purchase of Notes*)

“The Issuer will collect funds for repayment of the Notes and will deposit the funds into the Pledged Account as follows:

<i>Date</i>	<i>EUR</i>
<i>30.9.2020</i>	<i>900,000</i>
<i>31.12.2020</i>	<i>900,000</i>
<i>31.3.2021</i>	<i>900,000</i>
<i>30.6.2021</i>	<i>900,000</i>
<i>30.9.2021</i>	<i>900,000</i>
<i>31.12.2021</i>	<i>900,000</i>
<i>Total</i>	<i>5,400,000”</i>

is amended to read as follows:

The Issuer will collect funds for repayment of the Notes and will deposit the funds into the Pledged Account as follows:

Date	EUR
31.3.2021	1,350,000
30.6.2021	1,350,000
30.9.2021	1,350,000
31.12.2021	1,350,000
Total	5,400,000

The rest of Section 8.2. (ii) (*Issuer's purchase of Notes*) of the Terms and Conditions shall remain unamended.

For the sake of clarity, following the amendment, Section 8.2. (ii) (*Issuer's purchase of Notes*) of the Terms and Conditions shall read as follows in its entirety:

The Issuer will collect funds for repayment of the Notes and will deposit the funds into the Pledged Account as follows:

Date	EUR
31.3.2021	1,350,000
30.6.2021	1,350,000
30.9.2021	1,350,000
31.12.2021	1,350,000
Total	5,400,000

The Issuer will, at the times described in more detail below, at a price per Note equal to 100 per cent. of the Nominal Amount, together with accrued but unpaid Interest,

offer to purchase Notes from Noteholders by making a tender available to all the Noteholders pro rata to their holding of Notes. However, only whole Notes are accounted, not parts of Notes (the Nominal Amount of each being EUR 100.000). The amount available for each offer will amount to funds deposited to the Pledged Account for this purpose at the date of the offer. For avoidance of doubt, the amount corresponding to the Interest payable to the Notes for one Interest Period shall be held in the Pledged Account as referred in Section 4.1 above and shall not be used for this purchase.

The Noteholders may at their discretion decide whether to sell their Notes or not. In case not all the Noteholders are willing to have their Notes purchased, the Issuer will use the remaining deposited funds and purchase Notes from other Noteholders who have indicated their willingness to have Notes in excess of their pro rata share purchased with the terms described in this Section 8.2 (ii).

The Issuer will make this offer to the Noteholders within 10 Business Days after the dates mentioned above and the Noteholders shall respond to the offer within 10 Business Days after receipt of the offer (if not, they will be considered not to be willing to have their Notes purchased). The Noteholder's response shall include the maximum amount that the Noteholder is willing to accept to be purchased in that tender. The Notes will be purchased within 10 Business Days from the acceptance of the offer by the Noteholder. All these notices shall be made in writing or by email, as for the Noteholders to the addresses recorded in the Book-Entry Securities System referred to in Chapter 5 above or to another address of which the Issuer has been informed. The Security Agent shall release the funds deposited for this purpose from the Pledged Account and instruct the payments to the Noteholders which have accepted the offer by the Issuer, against the written acceptance notices provided by the Issuer to the Security Agent.

In case and for as long as the aggregate amount of funds in the Pledged Account, including the amount deposited in accordance with Section 11.1 (Pledged Account) below, at any given time before the Final Maturity Date is equal to or exceeds the aggregate outstanding Nominal Amount of the Notes (excluding any Notes held by the Issuer) together with Interest payable until Final Maturity Date, the payment restrictions set out in Section 11.2 (Distributions) and in Section 11.8 (Dealings with Related Parties) are not applied as of that date, provided no Event of Default is outstanding or would occur as a result of such payment. The Issuer shall inform the Agent in writing of the amount standing to the credit of the Pledged Account before making any such payments. For avoidance of doubt, the Issuer may also purchase Notes with these funds after this date as described above.

- (iii) The current wording of Section 11.1 (*Pledged Account*) of Terms and Conditions

“The Issuer shall procure that, for as long as any Notes are outstanding, but not longer than up to and including the Redemption Date, an amount corresponding to the Interest payable for one Interest Period shall be deposited and kept in the Pledged Account.”

shall be amended to read as follows:

The Issuer shall procure that, for as long as any Notes are outstanding, but not longer than up to and including the Redemption Date, an amount corresponding to the Interest payable for one Interest Period shall be deposited, prior to the applicable Interest Payment Date, to the Pledged Account and kept in the Pledged Account until such Interest Payment Date.

- (iv) Following the Amendment, the amount EUR 1,320,000 corresponding to the Interest payable under the Terms and Conditions by the Issuer for one Interest Period currently held on the Pledged Account shall be released for the payment of the Interest EUR 1,320,000 due on 27 March, 2020.

(Items (i)-(iii) above jointly the "**Request**").

Except as set out in the Request with respect to the Amendment, the Terms and Conditions shall remain unamended.

3. EFFECTIVE DATE

The Request shall be deemed approved immediately when the voting period has elapsed and the required majority set forth in Section 6.6 has been received or if earlier, when a requisite majority of consents of the Adjusted Nominal Amount have been received by the Agent.

The Issuer and the Agent may agree to take such actions as deemed necessary in order to implement the Request. The Agent will in accordance with the Terms and Conditions notify the Noteholders of the date from which the Amendments of the Terms and Conditions become effective.

4. CONSENT

The Noteholders are hereby asked to approve the Request.

5. NON-RELIANCE

The Request is presented to the Noteholders, without any evaluation, advice or recommendations from the Agent whatsoever. The Agent has not reviewed or assessed this Notice or the Request (and its effects, should it be adopted) from a legal or commercial perspective of the Noteholders and the Agent expressly disclaims any liability whatsoever related to the content of this Notice and the Request (and its effects, should it be adopted). The Noteholders are recommended to seek legal advice in order to independently evaluate whether the Request (and its effects) is acceptable or not.

6. WRITTEN PROCEDURE

The following instructions need to be adhered to under the Written Procedure.

6.1 Final Response Time to participate in the Written Procedure

The Agent must have received the votes by regular mail, courier or e-mail to the address indicated below no later than 17:00 p.m. (EET) on 16 April 2020 (the "Final Response Time"). Votes received thereafter may be disregarded.

6.2 Decision procedure

The Agent will determine if received replies are eligible to participate under the Written Procedure as valid votes.

When a requisite majority of consents of the total Adjusted Nominal Amount have been received by the Agent, the Request shall be deemed to be adopted, even if the time period for replies in the Written Procedure has not yet expired.

Information about the decision(s) taken under the Written Procedure will (i) be sent by notice to the Noteholders and (ii) be published on the websites of (a) the Issuer (b) the Agent.

A matter decided under the Written Procedure will be binding for all Noteholders, irrespective of them responding in the Written Procedure.

6.3 Voting rights and authorisation

Anyone who wishes to participate in the Written Procedure must on the Record Date of 24 March 2020 be registered on a securities account with the CSD, as a direct registered owner (Fin. *omistaja*) or nominee (Fin. *hallintarekisteröinnin hoitaja*) with respect to one or several Notes.

6.4 Notes registered with a nominee

If you are not registered as a direct registered owner, but your Notes are held through a registered nominee or another intermediary, you may have two different options to influence the voting for the Notes.

- (i) You can ask the nominee or other intermediary that holds the Notes on your behalf to vote in its own name as instructed by you
- (ii) You can obtain a Power of Attorney (Schedule 2) from the nominee or other intermediary and send in your own Voting Form based on the authorisation. If you hold your Notes through several intermediaries, you need to obtain authorisation directly from the intermediary that is registered in the CSD as Noteholder, or from each intermediary in the chain of holders, starting with the intermediary that is registered in the CSD as a Noteholder as nominee or direct registered owner.

Whether one or both of these options are available to you depends on the agreement between you and the nominee or other intermediary that holds the Notes on your behalf (and the agreement between the intermediaries, if there are more than one).

The Agent recommends that you contact the securities firm that holds the Notes on your behalf for assistance, if you wish to participate in the Written Procedure and do not know how your Notes are registered or need authorisation or other assistance to participate.

6.5 Quorum

Pursuant to the Terms and Conditions, quorum in respect of a Written Procedure in relation to the Request only exists if a Noteholder (or Noteholders) representing at least thirty (30) per cent. of the Adjusted Nominal Amount reply to the request in respect of a Written Procedure.

If a quorum does not exist, the Agent shall initiate a second Written Procedure, provided that the Issuer has confirmed that relevant proposal has not been withdrawn by the Issuer.

6.6 Majority

At least sixty-six point six (66.6) per cent. of the Adjusted Nominal Amount for which Noteholders reply under the Written Procedure must consent to the Request.

6.7 How to vote

A duly signed Voting Form must be received by the Agent no later than at the end of the Voting Period and must be submitted by scanned e-mail or by post as follows:

(a) by e-mail:

finland@nordictrustee.com

(b) via courier or post:

Nordic Trustee Oy
Aleksanterinkatu 44
00100 Helsinki, Finland

7. FURTHER INFORMATION

The Agent may be contacted in relation to procedural questions regarding the voting process and related matters at finland@nordictrustee.com or +358505748556

For all other queries relating to the subject matter of the Request, please contact the Issuer at mikko.sopanen@silver.fi or +358504347439.

Kind regards,

NORDIC TRUSTEE OY
as Agent

VOTING FORM

VOTING FORM

**For voting in the Written Procedure relating to Sotkamo Silver Oy – Senior Secured Fixed
Rate Notes 2018, ISIN:
4000315379
(the "Notes")**

We refer to communication from Nordic Trustee Oy dated 25 March 2020 concerning the initiation of a Written Procedure relating to the Notes (the "**Letter**"). Capitalised terms used herein, unless the context otherwise requires, shall have the meaning assigned to such terms in the Letter or the Terms and Conditions.

The undersigned Noteholder or authorised person / entity (the "Voting Person"), votes either **For** or **Against** the Request by ticking the applicable box below.

For the Request

Against the Request

Name of the Voting Person: _____

Capacity of the Voting Person: _____ Noteholder: _____ authorised person: _____

Voting Person's business id / reg.no / id.no
and country of incorporation / domicile: _____

Nominal Amount voted for (in EUR): _____

Telephone number

E-mail address

Signature, position and name in block letters

Place and date

POWER OF ATTORNEY

POWER OF ATTORNEY / AUTHORISATION

**For the Written Procedure relating Sotkamo Silver Oy - Senior Secured Fixed Rate Notes
2018, ISIN: FI 4000315379
(the "Notes")**

We refer to communication from Nordic Trustee Oy dated 25 March 2020 concerning the initiation of a Written Procedure relating to the Notes (the "**Letter**"). Capitalised terms used herein, unless the context otherwise requires, shall have the meaning assigned to such terms in the Letter or the Terms and Conditions.

We hereby authorise:

Name(s) of the authorised person(s)

to represent and vote on behalf of

Name of the Noteholder

in the Written Procedure relating to the Notes set out in the Letter.

Date and place: _____

Name:

Authorised signatory of the Noteholder

Name:

Authorised signatory of the Noteholder