

# PROJECT HAGI - IRREVOCABLE UNDERTAKING

To: The Directors  
Vast Resources plc (“**Company**”)  
C/O Arch Law Huckletree Bishopsgate  
8 Bishopsgate  
London  
United Kingdom, EC2N 4BQ

To: The Directors  
Strand Hanson Limited (“**Nomad**”)  
26 Mount Row  
Mayfair  
London W1K 3SQ  
United Kingdom

31 July 2026

Dear Sirs

## Vast Resources plc (the “**Company**”)

**The proposed acquisition of Gulf International Minerals Limited by the Company (the “Acquisition”) substantially on the terms announced by the Company on 22 December 2025 attached hereto and placing of new ordinary shares of 2.5p each in the share capital of the Company (“Placing Shares”) (the “Placing”)**

I, the undersigned:

1. acknowledge that the draft notice of general meeting to be included in the Company’s admission document (“**Admission Document**”) which has been provided to me and is attached hereto has been provided to me on the basis that it is to be treated as strictly confidential, is a draft only and that my decision to enter into this undertaking has been based solely on the contents of the notice of general meeting and no other information or representations whatsoever; and
2. irrevocably undertake, represent and warrant to you as follows:
  - 2.1 I am the registered holder and/or beneficial owner of 117,580 ordinary shares of £0.001 each in the capital of the Company (“**Shares**”), all of which are fully paid and are held by me free of all liens, charges or encumbrances;
  - 2.2 I have, in respect of the Shares, full power and all relevant authority to enter into this undertaking and fulfil my obligations under it. I confirm and represent and warrant that this undertaking is a valid and binding undertaking upon me;
  - 2.3 I refer to the general meeting (“**Meeting**”) to be held on around 17 August 2026, of the Company at which the resolutions (“**Resolutions**”) set out in the notice of the Meeting to be included in the Admission Document to be despatched to Shareholders in respect of the Acquisition and the Placing are to be proposed or at any adjournment of it and undertake to attend the Meeting (in person or in proxy) and vote (whether by a show of hands or a poll) in favour of all the Resolutions in respect of which I am entitled to vote; and
  - 2.4 I shall do, execute and perform, or procure the doing, execution and performance of, all

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such further deeds, documents (in a form satisfactory to the Company), assurances, acts and things as you may reasonably require to give full effect to this undertaking and secure to you the full benefit of the rights, powers and remedies conferred by this undertaking including completing, executing and delivering in accordance with instructions thereon a valid form or forms of proxy in respect of the Shares appointing the chairman of the meeting (or such other person as you may nominate) as my proxy and directing him to vote on my behalf in favour of all the Resolutions in respect of which I am entitled to vote.

3. To the extent that any of the Shares are not registered in my name, I will use reasonable endeavours to procure that the registered holder(s) thereof will take all such action as shall be necessary for the terms of this undertaking to be complied with in full. Such action shall include submitting written instructions to the registered holder(s) of the Shares to vote in favour of all the Resolutions in respect of which I am entitled to vote.
4. I consent to:
  - 4.1 the inclusion of the detail of this irrevocable undertaking in the Admission Document, the disclosure of my identity in the Admission Document (or any subsequent document) and any associated press announcement;
  - 4.2 the delivery of a certified copy of this irrevocable undertaking to any other person who may require a copy;
  - 4.3 the posting of a copy of this irrevocable undertaking on the Company's website; and
  - 4.4 the making available for inspection by the public of the original of this irrevocable undertaking.
5. I shall continue to control the Shares and the voting rights at least until the conclusion of the Meeting, or any adjourned meeting at which the Resolutions are proposed.
6. I shall not (and, if applicable, procure that the registered holder(s) shall not) convene any meeting of the members of the Company in my capacity as a shareholder, nor exercise or permit the exercise of the voting rights attaching to the Existing Shares in any manner which would or might frustrate the Acquisition and the Placing.
7. I understand that the information provided to me in relation to the Acquisition and Placing is given in confidence and constitutes information which I have as an "insider" for the purposes of Part V of the Criminal Justice Act 1993 (as amended) ("CJA"). I further understand that I must not use this information as a basis for my behaviour in relation to any financial instruments (as defined in the retained EU law version of the Market Abuse Regulation (EU) No. 596/2014 that has applied in the UK from 11.00 p.m. on 31 December 2020 ("MAR")) as to do so may amount to insider dealing under the CJA and/or market abuse under the requirements of MAR. I shall (and shall procure that each adviser or other person connected with me shall) keep such information strictly confidential until the press announcement containing details of the Acquisition and Placing are released or the information has otherwise become generally available. Before that time, I will not base any behaviour on such information in relation to the securities of the Company which could constitute behaviour amounting to market abuse under MAR.

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8. This undertaking shall come into immediate effect and will lapse (1) upon the passing of the Resolutions or, if earlier, (2) (i) the announcement by the chairman of the Meeting that, on a validly conducted poll, the Resolutions have been defeated, (ii) if the Admission Document has not been published by not later than midnight on 17 August 2026, or (iii) the notice of the Meeting has been withdrawn and no new, revised or replacement notice of general meeting is or has been announced at the same time.
9. I shall not transfer any of my Shares to any third party without first ensuring that the proposed transferee is bound by the provisions of an undertaking in substantially the same form as this undertaking.
10. Any time, date or period mentioned in this irrevocable undertaking may be extended by mutual agreement in writing between the parties hereto to otherwise as provided herein, but as regards any time, date or period originally fixed or so extended as aforesaid, time shall be of the essence.
11. I have been given a realistic opportunity to consider whether or not I should give this undertaking and I have received independent advice about the nature of this undertaking. I recognise and acknowledge that if I should fail to comply with my obligations and undertakings hereunder, damages may not be an adequate remedy and that an order for specific performance, injunction or other equitable remedy may be the only adequate remedy for such breach.
12. This undertaking will be binding on my heirs, successors and personal representatives (and my estate after my death).
13. This undertaking shall be governed by, and construed in accordance with, English law and I submit to the exclusive jurisdiction of the English courts to settle any claim or dispute arising out of or in connection with this undertaking.

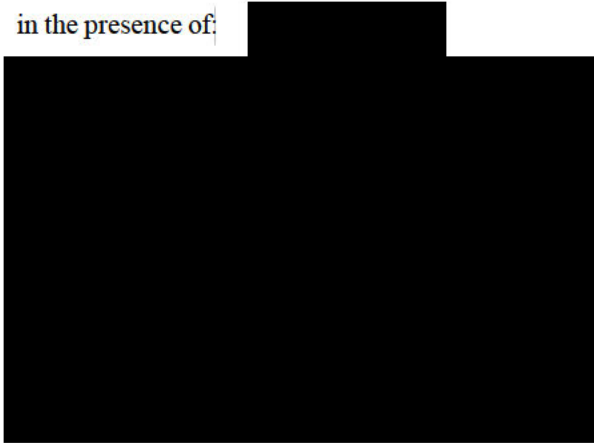
In witness whereof this undertaking has been executed as a deed on the date first above written.

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Signed as a deed by **Paul Edward Fletcher**



in the presence of:



**Draft Notice of General Meeting**

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## **Announcement**