

Helius Minerals Announces Closing of C\$40 Million Private Placement

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[Helius Minerals Ltd.](#) ("Helius" or the "Company") (TSXV: HHH) is pleased to announce the closing of its previously announced "best efforts" private placement of a combination of 832,150 units of the Company (the "Units") and 12,481,850 subscription receipts of the Company (the "Subscription Receipts" and, together with the Units, the "Offered Securities"), at a price per Offered Security of \$3.00 (the "Issue Price") for aggregate gross proceeds to the Company of \$39,942,000 (the "Offering"). Beacon Securities Limited ("Beacon" or the "Agent") acted as sole agent and sole bookrunner.

The Offering was conducted in conjunction with the Company's planned acquisition of the Serra Pelada Gold - PGM project in Pará State, Brazil (the "Project") as announced in Helius' news releases of March 4, 2025, March 25, 2025, May 9, 2025, August 11, 2025 and October 23, 2025 (the "Transaction"). The terms of the Transaction are set forth in the Exclusivity, Share Option and Acquisition Agreement dated as of March 3, 2025, as amended by an amending agreement dated October 22, 2025 (together the "Definitive Agreement"), between the Company and [Colossus Minerals Inc.](#) ("Colossus"). Under the Definitive Agreement, the Company has the binding right, and intends, to exercise an option (the "Option") to acquire the Project by acquiring all of the quotas (the "Acquisition") of Colossus' Brazilian subsidiaries, Colossus Mineração Ltda. ("Colossus Brazil") and Mineração Fazenda Monte Belo Ltda (together with Colossus Brazil, the "Colossus Subsidiaries"). Colossus Brazil holds a 75% interest in a partnership called Serra Pelada - Companhia de Desenvolvimento Mineral, which is the registered and beneficial owner of all right, title and interest in and to the mining rights, concessions and other assets that comprise the Project. The closing of the Transaction and completion of the Acquisition (the "Transaction Closing") are subject to, among other conditions, receipt of all required shareholder, board of directors, regulatory and stock exchange approvals in connection with the Transaction, including the approval of the TSX Venture Exchange (the "TSXV") and certain creditor and regulatory approvals of the debt and rehabilitation plans designed to facilitate the Acquisition and restart of the Project.

Each subscriber's investment was allocated in Units and Subscription Receipts in an amount pro rata to the total Offering.

Each Unit consists of one common share of the Company (a "Unit Share" and each common share of the Company, a "Common Share") and one-half of one Common Share purchase warrant (each whole warrant, a "Warrant"). Each Warrant is exercisable to acquire one Common Share (a "Warrant Share") at a price of \$4.50 per Warrant Share, and for an exercise period of 3 years from the date of issuance. If, at any time after (a) the statutory four-month hold period following the issuance of the Units, or (b) in respect of the Units upon exercise of the Subscription Receipts, the later of (i) the statutory four-month hold period following the issuance of the Units upon exercise of the Subscription Receipts, and (ii) the satisfaction or waiver (to the extent permitted by Beacon), as applicable, of the Escrow Release Conditions (as defined below), the daily volume-weighted average price of the Common Shares on the TSXV is at or above \$6.75 for 20 consecutive trading days, the Company may accelerate the expiry of the Warrants by issuing a news release to that effect, in which case the Warrants will expire 30 days following the date of such news release.

Pursuant to the subscription receipt agreement entered into between the Company, Beacon and Computershare Trust Company of Canada, as subscription receipt agent (the "Subscription Receipt Agent"), \$36,461,423 (the "Escrowed Funds"), being the gross proceeds from the sale of Subscription Receipts less certain expenses of the Agent and 50% of the Agent's Fees (as defined below) with respect to the sale of Subscription Receipts, was placed into escrow with the Subscription Receipt Agent and will be released to the Company subject to and the completion or satisfaction of escrow release conditions as set out in the Subscription Receipt Agreement (the "Escrow Release Conditions").

In the event that the Subscription Receipt Agent does not receive a joint release notice (the "Release Notice") prior to 5:00 p.m. (Toronto time) on the date (the "Release Deadline") that is 5 months after the date of closing of the Offering (the "Closing Date"), the holders of the Subscription Receipts will automatically be entitled to a pro rata portion of interest and income earned on the Escrowed Funds from and after the Closing Date, accrued monthly and to be paid (net of any applicable withholding tax) on a pro rata basis to the holders of the Subscription Receipts upon satisfaction or waiver of the Escrow Release Conditions and release of the Escrowed Funds to the Company. In the event that the Subscription Receipt Agent does not receive the Release Notice prior to the Release Deadline, each holder of Subscription Receipts will be entitled to request the Subscription Receipt Agent to return the aggregate Issue Price paid by the holder for Subscription Receipts, and upon the receipt of such request, the Company will return to such requesting holder within two business days of such request, an amount equal to the aggregate Issue Price of the Subscription Receipts held by such holder and its pro rata portion of any interest and income earned on the Escrowed Funds from and after the Closing Date.

Upon the termination of the Definitive Agreement or if the Company advises the Agent or announces to the public that it does not intend or is unable to satisfy the Escrow Release Conditions or proceed with the Transaction Closing and/or the Acquisition (each a "Termination Event"), the Subscription Receipt Agent will return to holders of Subscription Receipts, within two business days of the Termination Event, an amount equal to the aggregate Issue Price of the Subscription Receipts held by them and their pro rata portion of any interest and income earned on the Escrowed Funds (net of any applicable withholding tax). The Company will be responsible and liable to the holders of Subscription Receipts for, and the Company shall promptly deliver funds to the Subscription Receipt Agent in an amount equal to the amount of, any shortfall between the aggregate Issue Price of the Subscription Receipts and the Escrowed Funds.

The Company intends to use the net proceeds of the Units for professional expenses and overhead, and general working capital purposes in advance of the Transaction Closing. The Company intends to use the net proceeds of the Subscription Receipts to satisfy the Transaction Closing conditions and complete the Acquisition, as well as for the exploration and development of the Project, working capital and general corporate purposes.

In connection with the Offering, the Company (i) paid to the Agent cash fees of \$901,418 (together, the "Agent's Fees"), including 50% of the fees payable with respect to the sale of the Subscription Receipts; and (ii) issued to the Agent an aggregate of 565,436 compensation options (the "Compensation Options"). The remaining 50% of the Agent's Fees with respect to the sale of Subscription Receipts, will be held in escrow by the Subscription Receipt Agent and such Agent's Fees shall be released to the Agent upon satisfaction or waiver, as applicable, of the Escrow Release Conditions. Each Compensation Option issued in respect of the sale of Units is exercisable to purchase one Common Share (a "Compensation Option Share") at the Issue Price for a period that is the same as the exercise period of the Warrants. Each Compensation Option issued in respect of the Subscription Receipts will, upon the satisfaction or waiver, as applicable, of the Escrow Release Conditions and the release of the Escrowed Funds, become exercisable to purchase one Compensation Option Share at the Issue Price (subject to any necessary adjustments) for a period that will be the same as the exercise period of the Warrants underlying the Subscription Receipts. The Units, Unit Shares, Warrants, Warrant Shares, Compensation Options and Compensation Option Shares shall be subject to a hold period in Canada under applicable Canadian securities laws ending on the date that is four months and one day following the Closing Date.

The Offered Securities were offered for sale to (i) "accredited investors" resident in all provinces of Canada subject to compliance with applicable securities regulatory requirements and pursuant to private placement exemptions as set out in National Instrument 45-106 - Prospectus Exemptions and (ii) in jurisdictions other than Canada including in the United States pursuant to available exemptions from the registration requirements of the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and applicable U.S. state securities laws.

About Helius Minerals Limited

Helius is a mineral exploration company focused on the identification and development of high-quality mineral assets across the Americas, with an emphasis on South American jurisdictions.

On behalf of the Board of Directors,

Helius Minerals Limited

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