### **Form 604**

Corporations Act 2001 Section 671B

# Notice of change of interests of substantial holder

| To Company Name/Scheme | MC Mining Limited (MC Mining) |
|------------------------|-------------------------------|
|------------------------|-------------------------------|

**ACN/ARSN** 008 905 388

### 1. Details of substantial holder (1)

Name Goldway Capital Investment Limited (Goldway)

ACN/ARSN (if applicable)

There was a change in the interests of the

substantial holder on 19/03/2025

The previous notice was given to the company on 13/12/2024

The previous notice was dated 13/12/2024

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

| Class of accurities (4)                | Previous notice |                  | Present notice |                  |
|----------------------------------------|-----------------|------------------|----------------|------------------|
| Class of securities (4)                | Person's votes  | Voting power (5) | Person's votes | Voting power (5) |
| Fully Paid Ordinary Shares 187,488,174 |                 | 39.38%           | 283,246,364    | 49.53%           |
|                                        |                 |                  |                |                  |

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| Date of change | Person whose relevant interest changed | Nature of change (6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Consideration<br>given in relation<br>to change (7) | Class and<br>number of<br>securities<br>affected | Person's votes<br>affected |
|----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------|----------------------------|
| 19/03/2025     | Goldway                                | As a consequence of its relevant interest in more than 20% of MC Mining's shares, Goldway is deemed by section 608(3) of the Corporations Act 2001 to have a relevant interest in the securities in which MC Mining has a relevant interest in.  MC Mining acquired a relevant interest in 95,758,190 MC Mining shares upon MC Mining's entry into an escrow deed with KDG and KCL in relation to those shares on 19/03/2025 (Escrow Deed). | N/A                                                 | 95,758,190                                       | 95,758,190                 |
|                |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                  |                            |

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of<br>relevant<br>interest | Registered<br>holder of<br>securities                                                 | Person entitled<br>to be registered<br>as holder (8) | Nature of relevant interest (6)                                                                                                                                                                                                                                                                                                                                                                                      | Class and number of securities | Person's votes                                                                                  |
|-----------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------|
| Goldway                           | Goldway                                                                               | Goldway                                              | Registered holder of shares                                                                                                                                                                                                                                                                                                                                                                                          | 125,386,172                    | 125,386,172                                                                                     |
| Goldway                           | Kinetic Crest Limited (KCL) (a subsidiary of Kinetic Development Group Limited (KDG)) | KCL                                                  | With a relevant interest in more than 20% of MC Mining's shares, Goldway has a relevant interest in the securities in which MC Mining has a relevant interest in. See section 608(3).  MC Mining has a relevant interest in the 95,758,190 MC Mining shares the subject of the Escrow Deed and in the 62,102,002 MC Mining shares the subject of the escrow deed entered into by the same parties on 30 August 2024. | 157,860,192                    | Nil (Goldway has no right to acquire or to control the voting rights attaching to these shares) |

### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
|                                   |                       |

### 6. Addresses

The addresses of persons named in this form are as follows:

| Name    | Address                                                                |
|---------|------------------------------------------------------------------------|
| Goldway | Room 803, 8F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong |
|         |                                                                        |

| print name JUN LIU cap |               |   |
|------------------------|---------------|---|
| print hanne solvero    | acity DIRECTO | R |
| sign here dat          | e 20/03/2025  | 5 |

Form 604 Corporations Act 2001 Section 671B

# Notice of change of interests of substantial holder

| To Company Name/Scheme                                   | MC Mining Limited (MC Mining)                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  |  |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| ACN/ARSN                                                 | 008 905 388                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |  |
| 4 Batalla of autotacidal h                               |                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |  |
| Details of substantial h                                 | older (1)                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |  |  |
| Name Trus                                                | docept Proprietary Limited ( <b>Dendocept</b> ) and its associates being Jun Liu & Lu Zhang as trustees for the Golden Ea<br>tt, Pacific Goal Investment Limited ( <b>Pacific Goal</b> ), Christine He, Jun Liu, Golden Archer Investment (Pty) Ltd ( <b>Gold</b><br>her) and Eagle Canyon International Group Holding Limited ( <b>Eagle Canyon</b> ) (together, <b>Dendocept Group</b> ) |  |  |  |  |  |
| ACN/ARSN (if applicable)                                 |                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |  |
| There was a change in the i of the substantial holder on | interests 19/03/2025                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |  |  |
| The previous notice was give                             | en to the 13/12/2024                                                                                                                                                                                                                                                                                                                                                                       |  |  |  |  |  |
| The previous notice was date                             | 13/12/2024                                                                                                                                                                                                                                                                                                                                                                                 |  |  |  |  |  |
| 2. Previous and present v                                | 2. Previous and present voting power                                                                                                                                                                                                                                                                                                                                                       |  |  |  |  |  |
|                                                          | ached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an interest (3) in when last required, and when now required, to give a substantial holding notice to the company or                                                                                                                                                        |  |  |  |  |  |

| Class of accurities (4)    | Previous notice |                  | Present notice |                  |
|----------------------------|-----------------|------------------|----------------|------------------|
| Class of securities (4)    | Person's votes  | Voting power (5) | Person's votes | Voting power (5) |
| Fully Paid Ordinary Shares | 283,052,687     | 59.45%           | 378,810,877    | 66.24%           |
|                            |                 |                  |                |                  |

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| Date of change | Person whose relevant interest changed | Nature of change (6)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Consideration given in relation to change (7) | Class and number of securities affected | Person's votes affected |
|----------------|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------|-------------------------|
| 19/03/2025     | Dendocept Group                        | As a consequence of its relevant interest in more than 20% of Goldway Capital Investment Limited's (Goldway) shares, Dendocept Group is deemed by section 608(3) of the Corporations Act to have a relevant interest in the securities in which Goldway has a relevant interest in.  Furthermore and because of its relevant interest in more than 20% of MC Mining's shares, Goldway acquired a relevant in in 95,758,190 MC Mining shares upon MC Mining's entry into an escrow deed with Kinetic Development Group Limited and Kinetic Crest Limited in relation to those shares on 19/03/2025 (Escrow Deed) | N/A                                           | 95,758,190                              | 95,758,190              |
|                |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |                                         |                         |

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of relevant interest | Registered<br>holder of<br>securities      | Person entitled<br>to be registered<br>as holder (8) | Nature of relevant interest (6)                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Class and<br>number of<br>securities | Person's votes                                                                                  |
|-----------------------------|--------------------------------------------|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------|
| Dendocept<br>Group          | Each constituent of the<br>Dendocept Group | Each constituent of the Dendocept Group              | Registered holder of shares                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 95,564,513 FPO                       | 95,564,513                                                                                      |
| Dendocept<br>Group          | Goldway                                    |                                                      | With a relevant interest in more than 20% of Goldway's shares, Dendocept Group has a relevant interest in the securities in which Goldway has a relevant interest in. See section 608(3).  In addition to its direct holding of 125,386,172 MC Mining shares, Goldway has a relevant interest in the 95,758,190 MC Mining shares the subject Escrow Deed and in the 62,102,002 MC Mining shares the subject of the escrow deed entered into by the same parties on 30 August 2024. |                                      | Nil (Goldway has no right to acquire or to control the voting rights attaching to these shares) |
|                             |                                            |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                      |                                                                                                 |

### 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
|                                   |                       |

### 6. Addresses

The addresses of persons named in this form are as follows:

| Name                          | Address                                                                                                         |  |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------|--|
| Dendocept Proprietary Limited | 1 <sup>st</sup> Floor, Greystone, Fourways Gold Park, 32 Roos Street, Fourways 2191, Johannesburg, South Africa |  |
| Jun Liu & Lu Zhang            | 1 <sup>st</sup> Floor, Greystone, Fourways Gold Park, 32 Roos Street, Fourways 2191, Johannesburg, South Africa |  |
| Pacific Goal                  | Room 803, 8F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong                                          |  |
| Christine He                  | 1 <sup>st</sup> Floor, Greystone, Fourways Gold Park, 32 Roos Street, Fourways 2191, Johannesburg, South Africa |  |
| Jun Liu                       | 9 Camel Gateside, Dainfern 2191, Johannesburg, South Africa                                                     |  |
| Golden Archer                 | 1 <sup>st</sup> Floor, Greystone, Fourways Gold Park, 32 Roos Street, Fourways 2191, Johannesburg, South Africa |  |
| Eagle Canyon                  | Room 803, 8F, Capital Centre, 151 Gloucester Road, Wan Chai, Hong Kong                                          |  |

# Signature

| print name | CHRISTINE HE | Tok | capacity | DIRECTOR   |
|------------|--------------|-----|----------|------------|
| sign here  |              |     | date     | 20/03/2025 |
|            |              |     |          |            |

# **Form 604**

Corporations Act 2001 Section 671B

# Notice of change of interests of substantial holder

| To Company Name/Scheme | MC Mining Limited (MC Mining) |
|------------------------|-------------------------------|
| ACN/ARSN               | 008 905 388                   |

### 1. Details of substantial holder (1)

Name MC Mining Limited

ACN/ARSN (if applicable) 008 905 388

There was a change in the interests

of the substantial holder on

The previous notice was dated

19/03/2025

30/08/2024

The previous notice was given to the

as givei

company on

30/08/2024

### 2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

| Class of securities (4)    | Previous notice |                  | Present notice |                  |
|----------------------------|-----------------|------------------|----------------|------------------|
| Class of securities (4)    | Person's votes  | Voting power (5) | Person's votes | Voting power (5) |
| Fully Paid Ordinary Shares | 62,102,002      | 13.04%           | 157,860,192    | 27.60%           |
|                            |                 |                  |                |                  |

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

| MC Mining  MC Mining entered into an escrow deed with Kinetic Development Group Limited and Kinetic Crest Limited (KCL) on 19/03/2025 in relation to the 95,758,190 MC Mining shares referred to across (Escrow Deed).  On entry into the Escrow Deed, MC Mining is deemed by section 608(1)(c) of the Corporations Act 2001 to have acquired a relevant interest in the 95,758,190 MC Mining shares subject of the Escrow Deed.  See Annexure A. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

### 4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of relevant interest | Registered<br>holder of<br>securities | Person entitled<br>to be registered<br>as holder (8) | Nature of<br>relevant<br>interest (6)                                                                                                                                                                                                                                                                                                                                                                                                           | Class and<br>number of<br>securities | Person's votes                                                                                    |
|-----------------------------|---------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------|
| MC Mining                   | KCL                                   |                                                      | As a consequence of its entry into the Escrow Deed (and an escrow deed with the same parties in relation to 62,102,002 MC Mining shares in August 2024), MC Mining is deemed by section 608(1)(c) of the Corporations Act 2001 to have a relevant interest in the 157,860,192 MC Mining shares the subject of those deeds (i.e. as it technically has the power to dispose of, or control the exercise of a power to dispose of, those shares). |                                      | Nil (MC Mining has no right to acquire or to control the voting rights attaching to these shares) |
|                             |                                       |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |                                                                                                   |

# 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |  |
|-----------------------------------|-----------------------|--|
|                                   |                       |  |
|                                   |                       |  |

### 6. Addresses

The addresses of persons named in this form are as follows:

| Name              | Address                                                |  |
|-------------------|--------------------------------------------------------|--|
| MC Mining Limited | Level 3, 96 Elizabeth Street, Melbourne, Victoria 3000 |  |
|                   |                                                        |  |

| print name | BILL PAVLOVSKI | capacity | Director and Company<br>Secretary |
|------------|----------------|----------|-----------------------------------|
| sign here  | Lahl           | date     | 20/03/2025                        |
|            |                |          |                                   |

# **Annexure A**

This is Annexure A of 7 pages referred to in the accompanying Form 604.

Responsible person: BILL PAVLOVSKI

Bill Pavlovski

Lahh

(Director and Company Secretary)

Date: 20 March 2025

# **Escrow Deed (Escrowed Shares)**

### We, the persons in:

Item 1 of the schedule ("Entity");

Item 2 of the schedule ("Holder");

Item 3 of the schedule ("Controller"),

agree as follows.

### Introduction

- A. The Entity intends to issue and allot the Escrowed Shares to the Holder under the Subscription Agreement.
- B. The parties agree to enter into this Deed for the purpose of complying with the escrow-related provisions in the Subscription Agreement.

# Agreement

### **Escrow restrictions**

- During the Escrow Period, the Holder and the Controller agree to the escrow-related restrictions set out in this Deed.
- During the Escrow Period, and on conclusion of the Escrow Period, the Entity agrees to comply with the escrow-related and escrow-release provisions, respectively set out in this Deed.

### Warranties

- The Holder and the Controller warrant that:
  - (a) the Holder is Controlled by the Controller; and
  - (b) the Controller is the only Controller of the Holder.
- 4. A breach of either of these warranties is a breach of this Deed.

# Consequences of breaching this deed

- If the Holder or the Controller breach this Deed:
  - (a) the Holder and the Controller must take the steps necessary to rectify the breach;
  - (b) the Entity must take the steps necessary to enforce this Deed; and
  - (c) the Entity may refuse to acknowledge any Dealing of the Escrowed Shares to the extent doing so is permitted under the ASX Listing Rules.

### **Escrow restrictions**

- By entering into this Deed:
  - the Holder and the Controller acknowledge and agree that neither of them will Deal with any of the Escrowed Shares other than as permitted by this Deed;
  - (b) the Holder and the Controller acknowledge and agree the Entity will apply a Holding Lock on the Escrowed Shares in accordance with the terms of this Deed; and

(c) the Entity acknowledges and agrees that it will do all things necessary to ensure that the Holding Lock is released: (i) to the extend necessary to permit disposals of the Escrowed Shares permitted under this Deed; (ii) in respect of any Escrowed Shares that cease to be Escrowed Shares in accordance with the definition of Escrowed Shares; and (iii) in full on the conclusion of the Escrow Period (including, if required by the ASX Listing Rules, notifying ASX that the Escrowed Shares may or will be released from the Holding Lock for the purposes of ASX Listing Rule 3.10A).

# Dividend and voting rights

7. For the avoidance of doubt, the Entity acknowledges and agrees that clause 6(a) of this Deed and the Holding Lock applied to any Escrowed Shares will have no effect on any rights of the Holder to: (a) receive or participate in dividends, any rights issue, bonus issue or other distributions in connection with the Escrowed Shares or (b) exercise voting rights in respect of the Escrowed Shares and that no voting rights are (or will be) conferred on the Entity or any of its associates (as defined in sections 11 to 17 of the Corporations Act) as a consequence of its entry into this Deed.

### Takeovers, mergers and reorganisations

- Clause 6(a) of this Deed will cease to apply to the extend necessary to allow:
  - (a) the Controller or the Holder to accept an offer by a third party for all or a proportion of the Ordinary Shares ("Takeover Offer"), provided that: (i) holders of not less than 50% of the Ordinary Shares to which the Takeover Offer relates have accepted the Takeover Offer (or will have accepted the Takeover Offer if the Controller or the Holder accepts the Takeover Offer); and (ii) the Takeover Offer is unconditional (or would become unconditional if accepted by the Controller or the Holder) or all conditions to the Takeover Offer have been satisfied or waived:
  - (b) the Escrowed Shares to be transferred or cancelled as part of an equal Ordinary Share buy-back, capital reduction or equal return of capital or other similar pro rata reorganisation, a merger, including by way of a scheme of arrangement or an acquisition of all Ordinary Shares, which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Entity and courts and is in accordance with applicable laws;
  - (c) the Controller or the Holder to tender any of the Escrowed Shares into a bid acceptance facility established in connection with a Takeover Offer, provided that holders of not less than 50% of the Ordinary Shares to which the Takeover Offer relates have either accepted the Takeover Offer or tendered (and not withdrawn) their Ordinary Shares into the bid acceptance facility (or will have done so if the Controller or the Holder tenders any of the Escrowed Shares into a bid acceptance facility); or
  - (d) any other such event having an effect similar to the foregoing and relating to the Escrowed Shares,

provided that, if for any reason any or all Escrowed Shares are not transferred or cancelled in a transaction contemplated by this Deed, then the Controller and/or the Holder agrees that the restrictions applying to the Escrowed Shares under this Deed (including under this clause 9) will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Escrowed Shares not so transferred or cancelled.

# Reorganisation

Clause 6(a) of this Deed will cease to apply to the extent necessary to allow a Dealing in Escrowed Shares to enable the Controller or the Holder to undertake a reorganisation.

# Other exceptions

- 10. Clause 6(a) of this Deed will cease to apply to the extent necessary to allow a Dealing in Escrowed Shares:
  - in relation to a buy-back of the Controller's or the Holder's Ordinary Shares conducted by the Entity; or
  - (b) to the extent required by applicable law, including pursuant to an order of a court of competent jurisdiction compelling any Escrowed Shares to be disposed of or an Encumbrance granted over them; or
  - (c) a transfer (in one or more transactions) of any or all Escrowed Shares to an Affiliate of the Controller, provided such Affiliate transferee also enters into an escrow arrangement with the Entity in respect of those Escrowed Shares on substantially the same terms as this Deed for the remainder of the Escrow Period; or
  - (d) the grant of an Encumbrance over any or all of the Escrowed Shares to a bona fide third party financial institution as security for a loan, hedge or other financial accommodation, provided that the Encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Controller or the Holder has in any of its Escrowed Shares and no Escrowed Shares may be transferred to the financial institution in connection with the Encumbrance, and provided that the terms of this Deed apply to the Escrowed Shares for the remainder of the Escrow Period as reflected in the documentation granting such an Encumbrance; or
  - (e) if the Dealing in Escrowed Shares constitutes a disposal of, but not the creation of an Encumbrance in, some or all of the Escrowed Shares to: (i) a company wholly-owned by the Controller or the Holder; or (ii) a trust in relation to which the Controller or the Holder are the only beneficiaries, (each a "Transferee"), where the Transferee also enters into an escrow arrangement with the Entity in respect of those Escrowed Shares on substantially the same terms as this Deed for the remainder of the Escrow Period.

# Breach of Holding Lock

11. The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this Deed by the Controller or Holder and the Controller and Holder agree that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Controller's and/or Holder's obligations under this Deed, without proof of actual damage and without prejudice to any of the Entity's other rights or remedies.

### Compliance with ASX Listing Rules

- For so long as the Entity is listed on the official list of the ASX:
  - notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
  - nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
  - (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not be done (as the case may be);
  - (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
  - if the ASX Listing Rules require this deed not to contain a provision and it contains such a
    provision, this deed is deemed not to contain that provision; and
  - (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

### Amendment

This Deed must not be changed or waived without the written agreement of the parties.

### Termination

 This Deed terminates with immediate effect and without the action of any party upon the expiry of the Escrow Period.

### Counterparts

15. This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Deed.

### Jurisdiction

 The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

### **Definitions and interpretation**

In this Deed:

Affiliate means, with respect to a specified Person (a) in the case of an individual, such Person's spouse and lineal descendants (whether natural or adopted), brother, sister, parent, or any trust formed and maintained solely for the benefit of such Person or such Person's spouse, lineal descendants, brother, sister and/or parent, or trustee of any such trust, or any entity or company Controlled by any of the aforesaid Persons, and (b) in the case of any Person other than an individual, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the Person specified.

ASX means ASX Limited ACN 008 624 691 and, where the context requires, the financial market that it operates.

ASX Listing Rules means the official listing rules of ASX.

Corporations Act means the Corporations Act 2001 (Cth).

Contract means a contract, agreement, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

**Control** of a given Person means the power or authority, whether exercised or not, to direct the financial and operating policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms "Controlled" and "Controlling" have meanings correlative to the foregoing.

Deal (and Dealing) means to, directly or indirectly: (i) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of; (ii) enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of; (iii) create, agree to, or offer to, create, or permit to be created any Security Interest in or over; (iv) do or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of; or (v) agree to do any of those things, and "Dealing" has a corresponding meaning.

Encumbrance means any claim, mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set off, easement, lease, option,

rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, law, equity or otherwise, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

Escrow Period means in respect of the Escrowed Shares, the period commencing the date of issuance of the relevant Escrowed Shares to the Controller or the Holder and ending on the date that is the earlier of: (i) twelve (12) months after the date of issuance of the relevant Escrowed Shares to the Controller or the Holder; and (ii) the date on which a material breach of the Subscription Agreement by the Entity has been identified and such breach is unremedied to the Controller's satisfaction for a period of 14 days.

Escrowed Shares means the Instalment Second Closing Shares held by the Holder.

Holding Lock has the meaning given in the ASX Listing Rules.

Instalment Second Closing Shares means the 95,758,190 Second Closing Shares issued to the Holder on the Second Closing which occurred on 13 March 2025.

Ordinary Shares means the Entity's fully paid ordinary shares.

**Person** means any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity.

Second Closing means the consummation of the issuance of the Second Closing Shares to the Holder in accordance with the Subscription Agreement.

Second Closing Shares means the Ordinary Shares issued to the Holder on the relevant Second Closing in accordance with the terms of the Subscription Agreement.

Security Interest has the meaning given in section 12 of the Personal Property Securities Act 2009 (Cth).

**Subscription Agreement** means the share subscription agreement between the Controller and the Entity dated 26 August 2024, as amended by the parties on 28 February 2025.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

# Schedule

1. Entity's name and address: MC Mining Limited ACN 008 905 388

Ground Floor, Greystone Building

Fourways Golf Park

Roos Street, Fourways 2191

2. Holder's name and address Kinetic Crest Limited

18F, 80 Gloucester Road, Wanchai, Hong Kong

3. Controller's name and address: Kinetic Development Group Limited

18F, 80 Gloucester Road, Wanchai, Hong Kong

# Execution

| Dated: March 19, 2025                                                                                                                                                                              |                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Execution as a deed                                                                                                                                                                                | <i>/</i> 2.                                                                   |
| Executed by MC Mining Limited ACN 008 905 388 in accordance with section 127(1) of the Corporations Act 2001 (Cth):                                                                                |                                                                               |
| JOH                                                                                                                                                                                                | Mulch                                                                         |
| Signature of director                                                                                                                                                                              | Signature of director or company secretary*  *delete whichever does not apply |
| Yi (Christine) He                                                                                                                                                                                  | Bill Pavlovski                                                                |
| Name (please print)                                                                                                                                                                                | Name (please print)                                                           |
| Signed, sealed and delivered by Kinetic Development Group Limited in accordance with its constituent documents and the laws of its place of incorporation in the presence of:                      | <b>李波</b>                                                                     |
| Signature of director                                                                                                                                                                              | Signature of director                                                         |
| Ju Wenzhong                                                                                                                                                                                        | Li Bo                                                                         |
| Name of director (please print)  Signed, sealed and delivered by Kinetic Crest Limited in accordance with its constituent documents and the laws of its place of incorporation in the presence of: | Name of director (please print)                                               |
| ⁣                                                                                                                                                                                                  | Te1212                                                                        |
| Signature of director                                                                                                                                                                              | Signature of director                                                         |
| Ju Wenzhong                                                                                                                                                                                        | Wang Lanlan                                                                   |
| Name of director (please print)                                                                                                                                                                    | Name of director (please print)                                               |