

# Form 603

Corporations Act 2001

Section 671B

## Notice of initial substantial holder

To Company Name/Scheme ADELONG GOLD LIMITED

ACN/ARSN ACN 120 973 775

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

Name ADELONG GOLD LIMITED

ACN/ARSN (if applicable) ACN 120 973 775

The holder became a substantial holder on 14/07/2025

### 2. Details of 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 on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Fully Paid Shares ( <b>Shares</b> )	150,000,000	150,000,000	6.67% (based on 2,248,676,674 Shares on issue)

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
ADELONG GOLD LIMITED (ACN 120 973 775) ( <b>ADG</b> )	Control of the exercise of the right to vote attached to the 150,000,000 Shares that are on issue to GPAC (defined below) ( <b>GPAC Shares</b> ). Such control arising from a voting intention deed entered into between ADG and GPAC dated 14 July 2025 ( <b>Voting Intention Deed</b> ) pursuant to which GPAC agrees to exercise all voting rights attaching to the GPAC Shares in accordance with the written direction of ADG or if no direction is given in accordance with the voting intentions stated by the chair as publicly announced by ADG, resulting in ADG having a relevant interest in the GPAC Shares under sections 608(1)(b) and 608(9) of the <i>Corporations Act 2001</i> (Cth) ( <b>Corporations Act</b> ). A copy of the Voting Intention Deed is attached to this Form 603 at Annexure A.	150,000,000 Shares

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
ADG	GREAT PACIFIC GOLD CORP. ( <b>GPAC</b> )	GPAC	150,000,000 Shares

### 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
GPAC	14 July 2025	-	Part consideration for the acquisition of Lauriston Project announced 8 May 2025	150,000,000 Shares

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

## 7. Addresses

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

Name	Address
ADG	Level 2, 480 Collins Street, Melbourne VIC 3000
GPAC	Suite 1020, 800 West Pender Street, Vancouver, BC V6C 2V6

## Signature

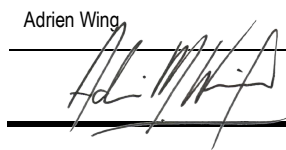
print name

Adrien Wing

capacity

Company Secretary

sign here



date

14/07/2025

## DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## ANNEXURE A

This is the annexure of 6 pages (including this page) marked Annexure A referred to in the ASIC Form 603 "Notice of Initial substantial holder" for ADELONG GOLD LIMITED (ACN 120 973 775) signed by me and dated 14 July 2025.

A handwritten signature in black ink, appearing to read 'Ad. Wing', is written over a horizontal line.

Name: Adrien Wing

Capacity: Company Secretary

Date: 14 July 2025

I, Adrien Wing, endorse that the document annexed to this ASIC Form 603 is a true copy of the original document.

THIS DEED is made the

day of

2025

---

## BETWEEN

---

**ADELONG GOLD LIMITED** (ACN 120 973 775) of Level 4, 91 William Street, Melbourne, Victoria 3000, AUSTRALIA (**Company**);

AND

**GREAT PACIFIC GOLD CORP.** of Suite 704, 595 Howe Street, Vancouver, BC, CANADA V6C 2T5 (**Shareholder**).

---

## RECITALS

---

- A. The Company is an ASX listed company incorporated in Western Australia.
- B. The Shareholder agrees that the voting rights attaching to the Relevant Shares will be exercised on the terms set out in this deed.

IT IS AGREED as follows:

---

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

In this deed:

**Associate** has the meaning given to that term in the Corporations Act.

**ASX** means the Australian Securities Exchange.

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Shares** means the fully paid ordinary shares in the capital of the Company.

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Related Entity** means an Associate, a Related Body Corporate or a Related Party.

**Related Party** has the meaning given to that term in the Corporations Act as if the references to a public company were references to a company.

**Relevant Shares** means any Shares in respect of which the Shareholder is the registered holder from time to time, other than any Shares held by the Shareholder immediately prior to entry into this deed or purchased by the Shareholder on market.

#### 1.2 Interpretation

In this deed unless the context otherwise requires:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them severally;
- (c) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;

- (e) a reference to any document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (g) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (h) reference to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;
- (i) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) a reference to time is to Eastern Standard Time as observed in Melbourne, Victoria; and
- (k) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day.

---

## 2. VOTING INTENTION

- (a) The Shareholder agrees that they will exercise all of the voting rights attached to the Relevant Shares at shareholders' meetings of the Company (including voting by way of proxy):
  - (i) in accordance with any written direction given by the Company; or
  - (ii) if no such direction is given, then in accordance with the voting intentions stated by the chair of the meeting in respect of undirected proxies as publicly announced by the Company (including in meeting materials or ASX announcements).
- (b) The Shareholder:
  - (i) irrevocably appoints the Company as its attorney to vote the Relevant Shares, and execute any documents or take any actions in respect of the Shares as may be necessary or desirable to give effect to the voting intentions set out in clause 2(a);
  - (ii) will do all acts, matters and things, including signing all documents that are necessary to give effect to this clause; and
  - (iii) must not exercise any of the voting rights in relation to the Relevant Shares, other than in accordance with clause 2(a).

---

## 3. RESTRICTIONS ON TRANSFER

- (a) The Shareholder must not transfer any Relevant Shares to a Related Entity (**Transferee**) without the consent of the Company unless the Transferee executes and delivers to the Company an accession deed in a form acceptable to the Company acting reasonably under which the Transferee agrees to be bound by the terms and conditions of this deed.
- (b) The Shareholder agrees to notify the Company no later than one Business Day after becoming aware of a change in the number of Relevant Shares that results in the Company's voting power in itself increasing or decreasing by 1% or more from that disclosed in the last substantial holding notice given by the Company.

---

#### 4. REMEDIES

The Shareholder acknowledges that damages are an inadequate remedy for the nonperformance of any of its obligations arising under this deed and agree that the terms of this deed shall be specifically enforceable and that the Company shall be entitled to injunctive relief in order to enforce the obligations contained in this deed.

---

#### 5. BENEFIT

This deed is given by the Shareholder for the benefit of, and may be enforced by, the Company. However, it is acknowledged and agreed by the Shareholder that no consideration is payable by the Company under this deed.

---

#### 6. TERMINATION

This deed and the obligations under it will automatically terminate on the earlier of:

- (a) the date that is 24 months from the date of this deed; and
- (b) written agreement by the parties.

---

#### 7. NOTICES

##### 7.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, courier or by email to the recipient's address for Notices specified in clause 7.2, as varied by any Notice given by the recipient to the sender.

##### 7.2 Address of parties

The initial address of the parties shall be as follows:

Company		Shareholder	
<b>Address:</b>	Level 4, 91 William Street, Melbourne, Victoria 3000, AUSTRALIA	<b>Address:</b>	Suite 704, 595 Howe Street, Vancouver, BC, Canada V6C 2T5
<b>Email:</b>	<a href="mailto:mena.habib@powerminerals.com.au">mena.habib@powerminerals.com.au</a>	<b>Email:</b>	<a href="mailto:cch@stockslaw.com">cch@stockslaw.com</a>
<b>For the attention of:</b>	Mena Habib	<b>For the attention of:</b>	Legal Counsel

##### 7.3 Effective on receipt

A Notice given in accordance with clause 7.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the eighth Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by post, on the third Business Day after the date of posting;
- (d) if sent by courier, on the date of delivery (as stated in the consignment tracking advice obtained from the courier company);

- (e) if sent by email, when the email becomes capable of being retrieved by the addressee at the addressee's nominated electronic address,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

---

**8. GENERAL**

**8.1 Further Assurance**

Each party shall sign, execute and do all deeds, acts, documents and things as may reasonably be required by the other party to effectively carry out and give effect to the terms and intentions of this deed.

**8.2 Severability**

If any term or provision of this deed is invalid, illegal or unenforceable such invalidity, illegality or unenforceability will not affect any other term or provision of this deed.

**8.3 Entire agreement**

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties.

**8.4 Counterparties**

This deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument. Signatures by means of electronic communication are taken to be valid and binding to the same extent as original signatures.

**8.5 Jurisdiction**

- (a) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed.
- (b) Each party also irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where the venue falls within clause 8.5(a).

**8.6 Governing Law**

This deed is governed by and will be construed in accordance with the laws of Victoria.

**EXECUTED** by the parties as a deed

**EXECUTED AS A DEED** by **ADELONG GOLD** )  
**LIMITED ACN 120 973 775** in accordance with )  
section 127 of the *Corporations Act 2001* )  
(Cth): )

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary\*

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director/company secretary\*

\*please delete as applicable

**EXECUTED AS A DEED** by **GREAT PACIFIC GOLD** )  
**CORP.** )  
in accordance with its constituent documents )  
and place of incorporation:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary