

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company/registered
scheme/notified foreign passport fund
name

MC Mining Limited

ACN/ARSN/APFRN

008 905 388

NFPFRN (if applicable)

1. Details of substantial holder (1)

Name

Kinetic Development Group Limited ("KDG")

ACN/ARSN/APFRN (if applicable)

NFPFRN (if applicable)

There was a change in the interests of the
substantial holder on

09/01/2026

The previous notice was given to the company, or
the responsible entity for a registered scheme, or the
operator of a notified foreign passport fund on

25/09/2025

The previous notice was dated

25/09/2025

2. Previous and present voting power

The total number of votes attached to all the voting shares or interests in the company, scheme or fund 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, scheme or fund, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
FPO	277,557,929	40.13%	325,437,024	44.01%

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,
scheme or fund, since the substantial holder was last required to give a substantial holding notice to the company, scheme or fund 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
09/01/2026	KDG	See Annexure A	US\$10 million	47,879,095 FPO	47,879,095

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 holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
KDG	Kinetic Crest Limited	Kinetic Crest Limited	See Annexure A	325,437,024 FPO	44.01%

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 securities in the company, scheme or fund are as follows:

Name and ACN/ARSN/APFRN (if applicable) and NFPFRN (if applicable)	Nature of association

6. Addresses

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

Name	Address
Kinetic Development Group Limited	18F, 80 Gloucester Road, Wanchai, Hong Kong
Kinetic Crest Limited	18F, 80 Gloucester Road, Wanchai, Hong Kong

Signature

print name JU WENZHONG

capacity Director

sign here

date 09/01/2026

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 6 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 person's votes divided by the total votes in the body corporate, scheme or fund multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money or otherwise, 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 604.

Signature

Company - form must be signed by a director or secretary.

Foreign company - form may be signed by the local agent, or if the local agent is a company, a director or secretary of the company.

Registered scheme - form must be signed by director or secretary of the responsible entity.

Lodging period

Nil

Lodging Fee

Nil

Other forms to be completed

Nil

Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a registered scheme, or the operator of a notified foreign passport fund. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
 - (i) within 2 business days after they become aware of the information; or
 - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
 - (A) a takeover bid is made for voting shares or interests in the company or registered scheme; and
 - (B) the person becomes aware of the information during the bid period.

Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation/registered scheme/notified foreign passport fund name and ACN/ARBN/ARSN and APFRN (if applicable) and NFPFRN (if applicable)
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:
This is annexure (mark) of (number) pages referred to in form (form number and title)
- 7 sign and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

Information in this guide is intended as a guide only. Please consult your accountant or solicitor for further advice.

Annexure A

This is Annexure A of 2 pages referred to in the accompanying Form 604.

Responsible person: JU WENZHONG

HOLDER OF RELEVANT INTEREST	NATURE OF RELEVANT INTEREST	CLASS AND NUMBER OF SECURITIES
KINETIC DEVELOPMENT GROUP LIMITED ("KDG")	<p>ON 26 AUGUST 2024, KDG AND MC MINING LIMITED ("MC MINING") ENTERED INTO A SUBSCRIPTION AGREEMENT PURSUANT TO WHICH KDG AGREED TO SUBSCRIBE FOR AND MC MINING AGREED TO ISSUE SUCH NUMBER OF NEW SHARES AS WOULD ULTIMATELY GIVE KDG 51% OF MC MINING'S ISSUED SHARE CAPITAL.</p> <p>THE SUBSCRIPTION AGREEMENT IS SUMMARISED IN MC MINING'S NOTICE OF MEETING DATED 20 DECEMBER 2024 ("NOTICE OF MEETING") A COPY OF WHICH IS AVAILABLE AT:</p> <p>https://announcements.asx.com.au/asxpdf/20241220/pdf/06cwjj4mr90h9b.pdf</p> <p>THE SUBSCRIPTION AGREEMENT WAS VARIED AS DESCRIBED IN MC MINING'S ASX RELEASE ("ASX RELEASE") DATED 3 MARCH 2025 A COPY OF WHICH IS AVAILABLE AT:</p> <p>https://announcements.asx.com.au/asxpdf/20250303/pdf/06g5mzt51qjb99.pdf</p> <p>THE 47,879,095 SHARES REFERRED TO IN THE ACCOMPANYING FORM 604 WERE ISSUED TO KCL ON THE "SIXTH SECOND CLOSING" (AS DEFINED IN THE ASX RELEASE).</p> <p>PURSUANT TO SECTION 608(3) OF THE CORPORATIONS ACT, KDG HAS A RELEVANT INTEREST IN THE SHARES AS IT CONTROLS KCL.</p> <p>UNDER SECTION 608(1) OF THE CORPORATIONS ACT, KCL HAS A RELEVANT INTEREST IN THE SHARES AS IT IS THE REGISTERED HOLDER.</p>	47,879,095 FPO

REGISTERED HOLDER	DURATION OF ESCROW	CLASS AND NUMBER OF SECURITIES
KINETIC CREST LIMITED ("KCL")	<p>SUBJECT TO THE TERMS OF AN ESCROW DEED ON SUBSTANTIALLY EQUIVALENT TERMS TO THAT SUMMARISED IN THE NOTICE OF MEETING, A HOLDING LOCK HAS BEEN APPLIED TO THE 47,879,095 REFERRED TO IN THE ACCOMPANYING FORM 604 WHICH WILL BE LIFTED ON OR ABOUT 30 SEPTEMBER 2026.</p>	47,879,095 FPO

**JU WENZHONG**

(Director of Kinetic Development Group Limited)

Date:

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 09/01/2026

The previous notice was given to the company on 25/09/2025

The previous notice was dated 25/09/2025

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	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares	215,455,927	31.15%	263,335,022	35.61%

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
09/01/2026	MC Mining	MC Mining entered into an escrow deed with Kinetic Development Group Limited and Kinetic Crest Limited (KCL) on 09/01/2021 in relation to the 47,879,095 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 47,879,095 MC Mining shares subject of the Escrow Deed. See Annexure A.	N/A	47,879,095 FPO	47,879,095

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 holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
MC Mining	KCL	KCL	As a consequence of its entry into the Escrow Deed (and an escrow deed with the same parties in relation to 215,455,927 MC Mining previously, MC Mining is deemed by section 608(1)(c) of the Corporations Act 2001 to have a relevant interest in the 263,335,022 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).	263,335,022 FPO	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

Signature

print name BILL PAVLOVSKI

capacity

Director and Company Secretary

sign here




date

09/01/2026

Annexure A

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

Responsible person: BILL PAVLOVSKI


Bill Pavlovski (Director and Company Secretary)
Date: 9 January 2026

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

- 1. During the Escrow Period, the Holder and the Controller agree to the escrow-related restrictions set out in this Deed.
- 2. 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

- 3. 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

- 5. 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

- 6. By entering into this Deed:
 - (a) 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 extent 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

8. Clause 6(a) of this Deed will cease to apply to the extent 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

9. 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:
- (a) 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

12. For so long as the Entity is listed on the official list of the ASX:
- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
 - (b) 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 to 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;
 - (e) 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

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

Termination

14. 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

16. 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) 30 September 2026 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 47,879,095 Second Closing Shares issued to the Holder on the Second Closing which occurred on 9 January 2026.

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

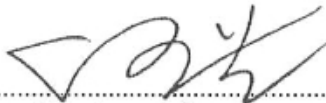
- 1. Entity's name and address: MC Mining Limited ACN 008 905 388
Ground Floor, Greystone Building
Fourways Golf Park
Roos Street, Fourways 2191
- 2. Holder's name and address Kinetic Crest Limited
18F, 80 Gloucester Road, Wanchai, Hong Kong
- 3. Controller's name and address: Kinetic Development Group Limited
18F, 80 Gloucester Road, Wanchai, Hong Kong

Execution

Dated: January 9th, 2026

Execution as a deed

Executed by **MC Mining Limited** ACN 008 905 388
in accordance with section 127(1) of the *Corporations
Act 2001 (Cth)*:



Signature of director

Yi (Christine) He

Name



Signature of director

Bill Pavlovski

Name

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:



Signature of director

Ju Wenzhong

Name of director



Signature of director

Li Bo

Name of director

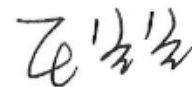
Signed, sealed and delivered by **Kinetic Crest
Limited** in accordance with its constituent documents
and the laws of its place of incorporation in the
presence of:



Signature of director

Ju Wenzhong

Name of director



Signature of director

Wang Lanlan

Name of director

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

09/01/2026

The previous notice was given to the company on

25/09/2025

The previous notice was dated

25/09/2025

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	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares	340,842,099	49.29%	388,721,194	52.57%

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
09/01/2026	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 47,879,095 MC Mining shares upon MC Mining's entry into an escrow deed with KDG and KCL in relation to those shares on 09/01/2026 (Escrow Deed).	N/A	47,879,095	47,879,095

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 holder of securities	Person entitled to be registered 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 47,879,095 MC Mining shares the subject of the Escrow Deed and in the 215,455,927 MC Mining shares the subject of the escrow deed entered into by the same parties previously.	277,557,929	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

Signature

print name JUN LIU

capacity DIRECTOR

sign here



date 09/01/2026

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 Dendocept Proprietary Limited (**Dendocept**) and its associates being Jun Liu & Lu Zhang as trustees for the Golden Eagle Trust, Pacific Goal Investment Limited (**Pacific Goal**), Christine He, Jun Liu, Golden Archer Investment (Pty) Ltd (**Golden Archer**) and Eagle Canyon International Group Holding Limited (**Eagle Canyon**) (together, **Dendocept Group**)

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 09/01/2026

The previous notice was given to the 25/09/2025

The previous notice was dated 25/09/2025

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	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares	436,406,612	63.1%	484,285,707	65.49%

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
09/01/2026	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 interest in 47,879,095 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 09/01/2026 (Escrow Deed).	N/A	47,879,095 FPO	47,879,095

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 holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Dendocept Group	Each constituent of the Dendocept Group	Each constituent of the Dendocept Group	Registered holder of shares	95,564,513 FPO	95,564,513
Dendocept Group	Goldway	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 47,879,095 MC Mining shares the subject Escrow Deed and in the 215,455,927 MC Mining shares the subject of the escrow deed entered into by the same parties previously.	388,721.194	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 st Floor, Greystone, Fourways Gold Park, 32 Roos Street, Fourways 2191, Johannesburg, South Africa
Jun Liu & Lu Zhang	1 st 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 st 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 st 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

capacity DIRECTOR

sign here



date 09/01/2026

Form 604Corporations 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 Senosi Group Investment Holdings Proprietary Limited (**SGIH**)

ACN/ARSN (if applicable)

There was a change in the interests of the

substantial holder on

09/01/2026

The previous notice was given to the company on

25/09/2025

The previous notice was dated

25/09/2025

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	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid Ordinary Shares	436,199,554	63.07%	484,078,649	65.46%

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
09/01/2026	SGIH	As a consequence of its relevant interest in more than 20% of Goldway Capital Investment Limited's (Goldway) shares, SGIH 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 interest in 47,879,095 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 09/01/2026 (Escrow Deed).	N/A	47,879,095 FPO	47,879,095

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 holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
SGIH	SGIH	SGIH	Registered holder of shares	95,357,455	95,357,455
SGIH	Goldway	Goldway	With a relevant interest in more than 20% of Goldway's shares, SGIH 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 47,879,095 MC Mining shares the subject Escrow Deed and in the 215,455,927 MC Mining shares the subject of the escrow deed entered into by the same parties previously.	388,721,194	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
Senosi Group Investment Holdings Proprietary Limited	6 th Floor, Park Lane West, 197 Amarand Avenue, Menlyn Maine, Pretoria, South Africa, 0081

Signature

print name ONTIRETSE MATHEWS SENOSI

capacity DIRECTOR

sign here

date 09/01/2026