29 October 2026

Dear Shareholder

ANNUAL GENERAL MEETING – NOTICE AND PROXY FORM

Notice is hereby given that the 2026 annual general meeting ("Meeting") of MC Mining Limited ABN 98 008 905 388 (the "Company") Shareholders will be held at 10 a.m. (Johannesburg time) on 30 November 2026 at the offices of MC Mining Limited which are located on the Ground Floor, Greystone Building, Fourways Golf Park, Roos Street, Fourways for the purpose of transacting the business referred to in this notice of meeting ("Notice").

A copy of the Notice and independent expert report will be available under the "Investors and Media – Announcements" section of MC Mining's website at www.mcmining.co.za

Details of how those entitled to attend can participate in the meeting, including how they can participate in a vote taken at the meeting and speak at the meeting (to the extent that they are entitled to do so) is contained in the Notice available on the Company's website.

Shareholders are urged to attend the Meeting or by returning a completed Proxy Form.

Shareholders are encouraged to complete and lodge either proxies online or otherwise in accordance with the instructions set out in the proxy form and the Notice.

Your proxy voting instruction must be received by Friday, 27 November 2026 at 4:00 pm (Australian, Perth Time) and 10:00 AM (South African Time).

The Notice is important and should be read in its entirety. If you are in doubt as to the course of action you should follow, you should consult your financial adviser, lawyer, accountant, or other professional adviser. If you have any difficulties obtaining a copy of the Notice of Meeting, please contact the Company's share registry Computershare Investor Services Pty Limited on +2711 370 5000 or via email: proxy@computershare.co.za.

The Company will update shareholders by way of announcement on the various stock markets if changing circumstances impact the planning or arrangements for the Meeting. Details will also be made available on our website at www.mcmining.co.za

This announcement has been approved by the Company's Board of Directors.

Authorised by:
Bill Pavlovski
Company Secretary

ABN 98 008 905 388

NOTICE OF ANNUAL GENERAL MEETING AND EXPLANATORY STATEMENT

Date of Meeting
30 November 2026

Time of Meeting
10 a.m. (Johannesburg time)

Place of Meeting
The offices of MC Mining Limited
Ground Floor, Greystone Building, Fourways Golf Park
Roos Street, Fourways 2191

A proxy form is enclosed
Please read this Notice and the Explanatory Statement carefully and in their entirety. If you are unable to attend the Meeting, please complete and return the enclosed proxy form in accordance with the specified directions.

MC Mining Limited
ABN 98 008 905 388

NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the 2026 annual general meeting ("**Meeting**") of MC Mining Limited ABN 98 008 905 388 ("**Company**") shareholders (each, a "**Shareholder**") will be held at 10 a.m. (Johannesburg time) on 30 November 2026 at the offices of MC Mining Limited which are located on the Ground Floor, Greystone Building, Fourways Golf Park, Roos Street, Fourways for the purpose of transacting the business referred to in this notice of meeting ("**Notice**").

The explanatory statement that accompanies and forms part of this Notice ("**Explanatory Statement**") provides further information in relation to the matters to be considered at the Meeting.

Unless otherwise defined, capitalised words and terms used in this Notice or in the Explanatory Statement are defined in the Glossary.

ITEMS OF BUSINESS

Annual financial report

To receive and consider the annual financial report of the Company for the year ended 30 June 2026, and the reports of the Directors and the auditor.

Resolution 1: Non-binding resolution to adopt the Remuneration Report

To consider and, if thought fit, to pass, the following Resolution as an advisory only resolution:

"To adopt, for the purposes of section 250R(2) of the Corporations Act and for all other purposes, the Remuneration Report for the year ended 30 June 2026."

Note: The vote on this Resolution is advisory only and does not bind the Directors or the Company. Shareholders are encouraged to read the Explanatory Statement for further details on the consequences of voting on this Resolution.

VOTING PROHIBITION STATEMENT

The Company will disregard any votes cast on Resolution 1 by or on behalf of:

- a member of the Company's Key Management Personnel; and
- a Closely Related Party of any member of the Company's Key Management Personnel.

However, the Company need not disregard a vote cast on Resolution 1 by such a person if the vote is cast:

- as proxy for a person entitled to vote on Resolution 1, in accordance with directions on the proxy form; or
- by the Chairman, as proxy for a person entitled to vote on Resolution 1, in accordance with an express authorisation to vote on Resolution 1 as the Chairman sees fit.

By submitting a proxy form in which you appoint the Chairman to cast undirected proxies as the Chairman sees fit, you will be taken to have expressly authorised the Chairman to exercise the proxy even though Resolution 1 is connected directly or indirectly with the remuneration of the Company's KMP. If you do not want your vote cast in this way, you should direct the Chairman to vote "against", or to "abstain" from voting on, this Resolution.

Resolution 2: Election of Director – Guo Xin

To consider and, if thought fit, to pass, the following Resolution as an ordinary resolution:

"That, Mr Guo Xin, a Director who retires in accordance with clause 3.3 of the Constitution after having been appointed by the Board as an addition to the Board and, being eligible, offers himself for election, be elected as a Director."

Resolution 3: Election of Director – Mei Zhang

To consider and, if thought fit, to pass, the following Resolution as an ordinary resolution:

"That, Ms Mei Zhang, a Director who retires in accordance with clause 3.3 of the Constitution after having been appointed by the Board as an addition to the Board and, being eligible, offers herself for election, be elected as a Director."

Resolution 4: Election of Director – Sun Qiming

To consider and, if thought fit, to pass, the following Resolution as an ordinary resolution:

"That, Mr Sun Qiming, a Director who retires in accordance with clause 3.3 of the Constitution after having been appointed by the Board as an addition to the Board and, being eligible, offers himself for election, be elected as a Director."

VOTING EXCLUSION STATEMENT

Voting exclusions do not apply to Resolutions 2 to 4.

Resolution 5: Approval of 7.1A Mandate

To consider and, if thought fit, to pass, the following Resolution as a special resolution:

"That, for the purposes of Listing Rule 7.1A and for all other purposes, Shareholder approval is given to permit the Company to issue up to that number of Equity Securities as is equal to 10% of the Company's issued share capital at the time of issue, calculated in accordance with the formula prescribed in Listing Rule 7.1A.2 and otherwise on the terms and subject to the conditions set out in the Explanatory Statement."

VOTING EXCLUSION STATEMENT

As the Company is not proposing to make an issue of Equity Securities under Listing Rule 7.1A.2 at this time, no voting exclusion statement is required.

Resolution 6: Approval for Acquisition of Relevant Interest in Bridge Loan Shares by Kinetic Development Group Limited

To consider and, if thought fit, to pass, the following Resolution as an ordinary resolution:

"That, for the purposes of item 7 of section 611 of the Corporations Act (and for all other purposes), Shareholders approve the acquisition by Kinetic Development Group Limited (and any of its Associates) of a Relevant Interest in such number of Bridge Loan Shares (expected to be 38,295,836) as is determined by dividing the Bridge Loan Amount by the Issue Price, on the terms set out in the Explanatory Statement."

Resolution 7: Approval for Acquisition of Relevant Interest in Subscription Shares by Kinetic Development Group Limited

To consider and, if thought fit, to pass, the following Resolution as an ordinary resolution:

"That, for the purposes of item 7 of section 611 of the Corporations Act (and for all other purposes), Shareholders approve the acquisition by Kinetic Development Group Limited (and any of its Associates) of a Relevant Interest in such number of Subscription Shares (expected to be 38,295,836) as is determined by dividing the Subscription Amount by the Issue Price, on the terms set out in the Explanatory Statement."

Resolution 8: Approval for Acquisition of Relevant Interest in Kinetic Conversion Shares by Kinetic Development Group Limited

To consider and, if thought fit, to pass, the following Resolution as an ordinary resolution:

"That, for the purposes of item 7 of section 611 of the Corporations Act (and for all other purposes), Shareholders approve the acquisition by Kinetic Development Group Limited (and any its Associates) of a Relevant Interest in such number of Kinetic Conversion Shares (expected to be up to approximately 32,310,197) as is determined by dividing the Kinetic Amount Outstanding by the Issue Price, on the terms set out in the Explanatory Statement."

VOTING EXCLUSION STATEMENT

No votes may be cast in favour of any of Resolutions 6, 7 and 8 by:

- the person proposing to make the acquisitions the subject of Resolution 6, 7 and 8 and any of its Associates; or
- the person from whom the acquisitions the subject of Resolution 6, 7 and 8 is to be made and any of its Associates.

Accordingly, the Company will disregard any votes cast in favour of any of Resolutions 6, 7 and 8 by Kinetic Development Group Limited and any of its Associates (which includes, for the avoidance of doubt, KCL).

Independent Expert's Report

Shareholders should carefully consider the report prepared by the Independent Expert to assist Shareholders understand and consider the merits of the transactions the subject of Resolutions 6, 7 and 8 (**Independent Expert's Report**).

The Independent Expert's Report comments on the fairness and reasonableness of the transactions the subject of Resolutions 6, 7 and 8 and in this connection has concluded that:

- (Resolution 6) the transaction the subject of Resolution 6 is **not fair but reasonable** to disinterested Shareholders;
- (Resolution 7) the transaction the subject of Resolution 7 is **not fair but reasonable** to disinterested Shareholders; and
- (Resolution 8) the transaction the subject of Resolution 8 is **not fair but reasonable** to disinterested Shareholders.

Shareholders should carefully consider the Independent Expert's Report for the purposes of deciding how to vote on Resolutions 6, 7 and 8.

A copy of the Independent Expert's Report accompanies the Explanatory Statement at Annexure D.

OTHER BUSINESS

To deal with any other business which may be brought forward in accordance with the Constitution and the Corporations Act.

By order of the Board

Bill Pavlovski
Company Secretary
Dated: 29 October 2026

How to vote

Shareholders can vote either by:

- attending the Meeting and voting in person, or by appointing an attorney to attend the Meeting and vote on their behalf, or, in the case of corporate Shareholders, by appointing a corporate representative to attend and vote; or
- appointing a proxy to attend the Meeting and vote on their behalf using the proxy form accompanying this Notice and by submitting their proxy appointment and voting instructions electronically, in person, by post or by facsimile.

Voting in person (or by attorney)

Shareholders, or their attorneys, who plan to attend the Meeting are asked, if possible, to arrive at the venue 15 minutes prior to the time designated for the Meeting so that their holding may be checked against the Company's share register and their attendance recorded. Attorneys should bring with them an original or certified copy of the power of attorney under which they have been authorised to attend and vote at the Meeting.

Voting by a corporate Shareholder

A Shareholder that is a corporation may appoint an individual to act as its representative to attend and vote at the Meeting. The appointment must comply with the requirements of section 250D of the Corporations Act. The representative should bring to the Meeting evidence of his or her appointment, including any authority under which it is signed.

Voting by proxy

- A Shareholder entitled to attend the Meeting and vote is entitled to appoint not more than two proxies. Each proxy will have the right to vote on a poll and also to speak at the Meeting.
- The appointment of the proxy may specify the proportion or the number of votes that the proxy may exercise. Where more than one proxy is appointed and the appointment does not specify the proportion or number of the Shareholder's votes each proxy may exercise, the votes will be divided equally among the proxies (i.e. where there are two proxies, each proxy may exercise half of the votes).
- A proxy need not be a Shareholder.
- The proxy can be either an individual or a body corporate.
- If a proxy is not directed how to vote on an item of business, the proxy may generally vote, or abstain from voting, as they think fit.
- Should any resolution other than those specified in this Notice be proposed at the Meeting, a proxy may vote on that resolution as they think fit.
- If a proxy is instructed to abstain from voting on an item of business, they are directed not to vote on the Shareholder's behalf either on a show of hands or on a poll and the Shares that are the subject of the proxy appointment will not be counted in calculating the required majority.
- Shareholders who return their proxy forms with a direction how to vote but do not nominate the identity of their proxy will be taken to have appointed the Chairman of the Meeting as their proxy to vote on their behalf. If a proxy form is returned but the nominated proxy does not attend the Meeting, the Chairman of the Meeting will act in place of the nominated proxy and vote in accordance with any instructions. Proxy appointments in favour of the Chairman of the Meeting, the secretary or any Director that do not contain a direction how to vote will be used where possible to support each of the Resolutions proposed in this Notice, provided they are entitled to cast votes as proxy under the voting exclusion rules which apply to some of the proposed Resolutions. These rules are explained in this Notice.
  - If a Shareholder entitled to vote on a Resolution appoints the Chairman of the Meeting as their proxy (or the Chairman becomes their proxy by default) and the Shareholder does not direct the Chairman how to vote on the Resolution, the Chairman intends to vote in favour of that Resolution, as proxy for that Shareholder on a poll; and
  - for Resolution 1 the Shareholder will be taken to have given the Chairman express authority to vote as the Shareholder's proxy even though Resolution 1 is connected directly or indirectly with the remuneration of members of the Company's Key Management Personnel, unless the Shareholder expressly indicates to the contrary in the proxy appointment.
- To be effective, proxies must be lodged by 10 a.m. (Johannesburg time) on 28 November 2026. Proxies lodged after this time will be invalid.
- Proxies may be lodged using any of the following methods:
  - by returning a completed proxy form by delivery or post to:

Computershare Investor Services Pty Ltd

GPO Box 242
Melbourne, Victoria 3001
Australia

Computershare Investor Services (Proprietary) Limited

Private Bag X9000
Saxonwold, 2132, Johannesburg
South Africa

- by submitting the proxy form accompanying this notice electronically in accordance with the instructions specified on that form
- by faxing a completed and certified copy of the proxy form to the facsimile number provided on the proxy form accompanying this Notice

The proxy form must be signed by the Shareholder or the Shareholder's attorney. Proxies given by corporations must be executed in accordance with the Corporations Act. Where the appointment of a proxy is signed by the appointer's attorney, a certified copy of the power of attorney, or the power itself, must be received by the Company at the above address, or by facsimile, by 10 a.m. (Johannesburg time) on 28 November 2026.

Further information for South African investors

Shareholders who (i) hold their Shares indirectly, (ii) hold their Shares in dematerialised form on the South African register and (iii) wish to attend the Meeting in person will need to request their CSDP or broker provide them with the necessary letter of representation. Similarly, any such Shareholder who is unable to attend the Meeting and who wishes to be represented by proxy must make necessary arrangements and provide their CSDP or broker with their voting instructions.

Shareholders who are entitled to vote

In accordance with Regulations 7.11.37 and 7.11.38 of the *Corporations Regulations 2001* (Cth), the Board has determined that a person's entitlement to vote at the Meeting will be the entitlement of that person set out in the register of Shareholders as at 7pm (Sydney time) on 28 November 2026. Changes in the register of Shareholders after this time will be disregarded in determining the rights of any person to attend and vote at the Meeting.

Role of ASIC

This Notice of Meeting and the Explanatory Statement (together, the **Meeting Documents**) have been lodged with ASIC as suggested by paragraph 109 of the RG 74. Neither ASIC, nor any of its officers or employees accept any responsibility for the contents of the Meeting Documents.

Not investment advice

The Meeting Documents do not constitute financial product advice and they do not purport to contain all of the information that a Shareholder may require. The Meeting Documents have been prepared without taking account of any person's particular investment objectives, financial situation or needs.

EXPLANATORY STATEMENT

This Explanatory Statement is intended to provide Shareholders with sufficient information to assess the merits of the Resolutions contained in the Notice.

The Explanatory Statement is an important document which the Directors recommend Shareholders read carefully and in full prior to voting.

FINANCIAL STATEMENTS

The first item of business to be considered at the Meeting relates to the presentation of the consolidated annual financial report of the Company for the financial year ended 30 June 2026, together with the Directors' declaration and report in relation to that financial year and the auditor's report on the financial report and Directors' declaration.

Shareholders should carefully read these documents and raise any matters of interest with the Directors when this item is being considered at the Meeting. No resolution is required to be moved in respect of this item of business. Shareholders may submit a written question to the auditor prior to the Meeting provided that the question relates to:

- the content of the auditor's report; or
- the conduct of the audit in relation to the financial report.

All written questions must be received by the Company by no later than five business days prior to the Meeting.

All questions must be sent to the Company and may not be sent directly to the auditor. The Company will forward all questions received in this respect to the auditor.

The auditor will be attending the Meeting and will answer written questions submitted prior to the Meeting.

Shareholders will be given a reasonable opportunity at the Meeting to ask questions and make comments on the accounts and on the business, operations and management of the Company.

The Chairman will also provide Shareholders a reasonable opportunity to ask the auditor questions relevant to:

- the conduct of the audit;
- the preparation and content of the auditor's report;
- the accounting policies adopted by the Company in relation to the preparation of accounts; and
- the independence of the auditor in relation to the conduct of the audit.

RESOLUTION 1: REMUNERATION REPORT

The Directors' report for the year ended 30 June 2026 contains the Remuneration Report which explains the Board's policies in relation to the nature and level of remuneration paid to Directors (and to the Company's Key Management Personnel) and sets out remuneration details for each Director (and for each member of the Company's Key Management Personnel). The Remuneration Report also sets out the details of any service agreements between the Company and a Director (or an entity the Director controls) and any share-based compensation.

Section 250R(3) of the Corporations Act expressly provides that the vote on Resolution 1 is advisory only and does not bind the Directors or the Company. However, if at least 25% of the votes cast at the Meeting are cast against the adoption of the Remuneration Report, and such a result occurs again at the 2027 annual general meeting, the Company will be required at the 2027 annual general meeting to put forward a resolution to approve the calling of a general meeting ("**spill resolution**") ("**spill meeting**"). If more than 50% of Shareholders vote in favour of the spill resolution, the Company must convene the spill meeting within 90 days of the 2027 annual general meeting. All of the Directors (other than the managing Director (if any)) who were in office when the Directors' report for the year ended 30 June 2027 was approved will need to stand for re-election at the spill meeting.

Previous voting results

The votes cast against adoption of the remuneration report considered at the Company's 2025 annual general meeting were less than 25% and, as such, the spill resolution will not be relevant at the Meeting.

Voting

Please note that a voting prohibition applies to Resolution 1 in the terms set out in the Notice.

Shareholders are urged to carefully read the proxy form and provide a direction to their proxy on how to vote on this Resolution.

Directors' recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 1.

RESOLUTION 2: ELECTION OF DIRECTOR – GUO XIN

Clause 3.3 of the Constitution provides that the Directors may, at any time, appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing Board. Any Director so appointed holds office only until the next annual general meeting and is eligible for election.

Mr Guo Xin was initially appointed as a Director on 5 May 2026. In accordance with clause 3.3 of the Constitution, Mr Xin automatically retires at the Meeting and, being eligible, seeks election as a Director.

Mr Xin holds dual bachelor's degrees in Mining Engineering from the China University of Mining and Technology and in Geological Exploration Engineering from the China University of Geosciences, and is an Intermediate Engineer. He has more than a decade of front-line experience in the coal industry, all of it with Inner Mongolia Zhungeerqi Kinetic Coal Industry Co., Ltd., a subsidiary of Kinetic, where he has progressed from technical specialist roles in fully mechanized mining and the general dispatching room to his current position as Deputy Chief Engineer at the Dafanpu Coal Mine. In that role, Mr Guo is responsible for underground coal mining technical management, mining face design and roadway support, geological structure analysis, hydrological surveying and water-hazard prevention and control, technical innovation and safety oversight.

Directors' recommendation

The Board (with Mr Guo Xin abstaining) recommends that Shareholders vote in favour of Resolution 2.

RESOLUTION 3: ELECTION OF DIRECTOR – MEI ZHANG

Clause 3.3 of the Constitution states that the Directors may, at any time, appoint a person to be a Director, either to fill a casual vacancy or as an addition to the existing Board. Any Director so appointed holds office only until the next annual general meeting and is eligible for election.

Ms Mei Zhang was initially appointed as a Director on 5 May 2026. In accordance with clause 3.3 of the Constitution, Ms Zhang automatically retires at the Meeting and being eligible, seeks election as a Director.

Ms Zhang holds a bachelor's degree in Communication Signal Carrier Engineering from the Beijing University of Posts and Telecommunications. She commenced her career as a communications engineer at the Guangzhou Telecommunications Bureau, before migrating to Australia in 1989. She has subsequently held senior procurement and supply chain leadership roles in Australia, including as Procurement Manager at Power Box Pty Ltd and as Procurement Director at Braemac Pty Ltd, where she was responsible for setting and implementing group-wide procurement strategy, supply chain and supplier relationship management, major commercial negotiations, and the control of procurement cost, quality and delivery risk.

Directors' recommendation

The Board (with Ms Mei Zhang abstaining) recommends that Shareholders vote in favour of Resolution 3.

RESOLUTION 4: ELECTION OF DIRECTOR – SUN QIMING

Clause 3.3 of the Constitution states that the Directors may, at any time, appoint a person to be a Director, either to fill a casal vacancy or as an addition to the existing Board. Any Director so appointed holds office only until the next annual general meeting and is eligible for election.

Mr Qiming was initially appointed as a Director on 9 October 2026. In accordance with clause 3.3 of the Constitution, Mr Qiming automatically retires at the Meeting and being eligible, seeks election as a Director.

Mr Qiming has 18 years of comprehensive experience in coal mining production, technical management, safety management, project development and corporate management. His career has covered key areas of the coal mining industry, including underground mining, open-pit mining, intelligent mining systems, coal preparation plant upgrades and optimisation, slope management, and residual coal resource recovery. Having progressed from frontline technical positions to senior management roles within large mining enterprises, he has developed a strong technical foundation in mining, extensive experience in operational safety and risk management, as well as capabilities in project investment, operations and international mine management. He is experienced in the full cycle of coal mine production and operations, equipment upgrades and modifications, cost control, regulatory compliance, team development, and engagement with government and other key stakeholders. He possesses the professional mining expertise, risk management capabilities, operational and corporate management experience, and international experience required to fulfil the responsibilities of a director of a mining company.

Directors' recommendation

The Board (with Mr Sun Qiming abstaining) recommends that Shareholders vote in favour of Resolution 4.

RESOLUTION 5: APPROVAL OF LISTING RULE 7.1A MANDATE

Broadly speaking, and subject to a limited number of exceptions, Listing Rule 7.1 limits the amount of Equity Securities that an ASX-listed company can issue without the approval of its shareholders over any 12-month period to 15% of the fully paid ordinary securities the listed entity had on issue at the start of that period.

However, under Listing Rule 7.1A, an "Eligible Entity" may seek shareholder approval by special resolution passed at an annual general meeting to increase this 15% limit by an extra 10% (i.e. to a total of 25%) (the "**7.1A Mandate**"). An Eligible Entity is one that, as at the date of the relevant annual general meeting:

- is not included in the S&P/ASX 300 Index; and
- has a market capitalisation of less than A$300 million.

As at the date of the Notice (and this Explanatory Statement), the Company is an Eligible Entity as it is not included in the S&P/ASX 300 Index and has a current market capitalisation (calculated in accordance with the definition for that term set out in Chapter 19 of the Listing Rules) of less than A$300 million.

Any Equity Securities issued under the 7.1A Mandate must be in the same class as an existing class of quoted Equity Securities. As at the date of this Explanatory Statement, the Company's only class of quoted securities is its Shares. This means, if applicable, the Company will only issue new Shares under the 7.1A Mandate.

If Shareholders approve Resolution 5, the Company will be able to issue Equity Securities (in the form of new Shares) up to the combined 25% limit in Listing Rules 7.1 and 7.1A without being required to obtain any further Shareholder approvals.

If Shareholders do not approve Resolution 5, the Company will not be able to access the 7.1A Mandate to issue Equity Securities without Shareholder approval under Listing Rule 7.1A, and will remain subject to the 15% limit on issuing Equity Securities without Shareholder approval set out in Listing Rule 7.1.

Resolution 5 is a special resolution. Accordingly, at least 75% of votes cast by Shareholders present and eligible to vote at the Meeting must be in favour of Resolution 5 for it to be passed. Please also note that voting on Resolution 5 will be determined by a poll at the Meeting rather than by way of a show of hands.

Technical information required by Listing Rule 7.1A

In accordance with Listing Rule 7.3A, the information below is provided in relation to this Resolution 5.

Minimum Price

The minimum price at which the Equity Securities may be issued is 75% of the volume weighted average price of Equity Securities in that class, calculated over the 15 ASX trading days on which trades in that class were recorded immediately before:

- the date on which the price at which the Equity Securities are to be issued is agreed by the Company and the recipient of the Equity Securities; or
- if the Equity Securities are not issued within 10 ASX trading days of the date specified immediately above, the date on which the Equity Securities are issued.

Date of Issue

The Equity Securities may be issued under the 7.1A Mandate commencing on the date of the Meeting and expiring on the first to occur of the following:

- the date that is 12 months after the date of the Meeting;
- the time and date of the Company's next annual general meeting; and
- the time and date of approval by Shareholders of a transaction under Listing Rule 11.1.2 (a significant change to the nature or scale of the Company's activities) or 11.2 (disposal of the Company's main undertaking).

Risk of Voting Dilution

Any issue of Equity Securities under the 7.1A Mandate will dilute the interests of Shareholders who do not receive any Shares under the issue.

If Resolution 5 is approved by Shareholders and the Company issues the maximum number of Equity Securities available to be issued under the 7.1A Mandate, the economic and voting dilution of existing Shares would be as shown in the table below.

The table below shows the dilution of existing Shares calculated in accordance with the formula in Listing Rule 7.1A.2, on the basis of an A$0.25 issue price and the number of Shares on issue on the date of this Explanatory Statement (i.e. 844,925,202). The table below also provides these same computations on the assumption that all of the Shares the subject of Resolutions 6, 7 and 8 (as well as the Eagle Canyon Conversion Shares) are issued. The table also shows the voting dilution impact where the number of Shares on issue (Variable A in the formula) changes and the economic dilution where there are changes in the issue price of Shares issued under the 7.1A Mandate.

		Dilution			
Number of Shares on Issue (Variable A in Listing Rule 7.1A.2)		**Shares issued – 10% voting dilution**	**Issue Price (A$)**		
			A$0.125	A$0.25	A$0.50
			50% decrease	**Issue Price**	**100% increase**
			Funds Raised (A$)		
Current	844,925,202	84,492,520	A$10,561,565	A$21,123,130	A$42,246,260
50% increase	1,267,387,803	126,738,780	A$15,842,347	A$31,684,695	A$63,369,390
100% increase	1,689,850,404	168,985,040	A$21,123,130	A$42,246,260	A$84,492,520
Current*	973,836,646	97,383,664	A$12,172,958	A$24,345,916	A$48,691,832
50% increase	1,460,754,969	146,075,496	A$18,259,437	A$36,518,874	A$73,037,748
100% increase	1,947,673,292	194,767,329	A$24,345,916	A$48,691,832	A$97,383,664

**Assumes the issue of 108,901,869 Shares to Kinetic or its designee and the issue of 20,009,575 Shares Eagle Canyon or its designee.*

It must be noted that the number of Shares on issue (i.e. the Variable A in the formula) could increase as a result of the issue of Shares that do not require Shareholder approval (such as under a pro rata rights issue or a takeover offer) or that are issued with Shareholder approval under Listing Rule 7.1 and/or Listing Rule 10.11.

The calculations above do not show the dilution that any one particular Shareholder will be subject to. As such, all Shareholders should consider the dilution caused to their own Shareholding depending on their specific circumstances.

Shareholders should also note that there is a risk that:

- the market price for the Company's shares may be significantly lower on the issue date than on the date of the Meeting; and
- new Shares may be issued at a price that is at a discount to the market price for the Company's existing shares on the date of issue.

Purpose and Use of Funds

The Company intends to use funds raised from issues of Equity Securities under the 7.1A Mandate for the acquisition of new assets and investments (including the expenses associated with any such acquisitions), continued exploration, development and feasibility studies in relation to the Company's current coal exploration and development assets, to pay down debt and/or for general working capital purposes.

Allocation Policy

The recipients of the Equity Securities to be issued under the 7.1A Mandate have not yet been determined. However, the recipients of Equity Securities could consist of current Shareholders or new investors (or both), none of whom will be Related Parties of the Company.

The Company will determine the recipients at the time of the issue under the 7.1A Mandate, having regard to the following factors:

- the purpose of the issue;
- alternative methods for raising funds available to the Company at that time, including, but not limited to, an entitlement issue or other offer where existing Shareholders may participate;
- the effect of the issue of the Equity Securities on the control of the Company;
- the circumstances of the Company, including, but not limited to, the financial position and solvency of the Company;
- prevailing market conditions; and
- advice from corporate, financial and broking advisers (if applicable).

Previous Listing Rule 7.1A Approval

The Company obtained Listing Rule 7.1A approval at its 2025 annual general meeting (which was held on 27 November 2025) (**Previous Approval**). The Company did not issue any Equity Securities in reliance on the Previous Approval.

Voting exclusion

Please see the voting exclusion statement applicable to Resolution 5 set out in the Notice.

Directors' recommendation

The Board unanimously recommends that Shareholders vote in favour of Resolution 5.

BACKGROUND INFORMATION FOR RESOLUTIONS 6 AND 7

On 13 August 2026, the Company announced to ASX and JSE (**Bridge Loan Market Release**[1]) that majority Shareholder and Hong Kong Stock Exchange (**HKSE**) main board listed Kinetic Development Group Limited (**Kinetic**) had offered to extend capital support and investment to the Company by way of:

- the provision of an unsecured non-convertible interest bearing 3-month bridge loan to the Company in the aggregate principal amount of US$8 million[2] (**Bridge Loan**); and
- a conditional commitment to subscribe for US$16 million[3] worth of new fully paid ordinary shares in the equity capital of the Company (each, a **Share**) at an issue price of US$0.2089[4] (**Issue Price**) (**Share Subscription**).

Pursuant to the agreement for the Bridge Loan (**Bridge Loan Agreement**) and the agreement for the Share Subscription (**Subscription Agreement**), the Company and Kinetic have agreed that the first US$8 million of the US$16 million worth of Shares that Kinetic is required to subscribe for under the Subscription Agreement will be satisfied by way of set-off against the outstanding principal amount[5] owed by the Company to Kinetic under the Bridge Loan (i.e. of US$8 million) (**Bridge Loan Amount**).

The above referred arrangements will result in the issue of such number of Shares to Kinetic or its designee (which is expected to be wholly-owned Kinetic subsidiary Kinetic Crest Limited (**KCL**)) that is determined by dividing the Bridge Loan Amount by the Issue Price (**Bridge Loan Shares**) and the issue of such number of Shares to Kinetic or its designee (expected to be KCL) in consideration for the provision to the Company of US$8 million in cash (**Subscription Amount**) (**Subscription Shares**)[6].

Accordingly, and based on the Issue Price of US$0.2089, the Company expects to issue 38,295,836 Bridge Loan Shares to Kinetic or its designee by way of set-off against the Bridge Loan Amount and a further 38,295,836 Subscription Shares to Kinetic or its designee in consideration for the payment of the Subscription Amount.

The Company intends to apply the proceeds of the Share Subscription towards:

- the repayment (by way of set-off) of the Bridge Loan Amount (i.e. of US$8 million) as described above;
- any approved purpose as articulated in the Cash Flow Forecast (as to which, please see Schedule 2); and
- the general working capital requirements of MC Mining.

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[1] Please note that the original Bridge Loan Market Release incorrectly referenced the date of the Bridge Loan Agreement and the Subscription Agreement as being 12 August 2026 (i.e. instead of 13 August 2026 when these documents were executed). The Company corrected this error in a subsequent market release which was released on ASX shortly after the original Bridge Loan Market Release was released on ASX. All references herein to the Bridge Loan Market Release should be read as amended.

[2] Equivalent to approximately A$11.5 million and ZAR133 million, based on reported cross-rates as at noon (Sydney time) on 8 October 2026.

[3] Equivalent to approximately A$23 million and ZAR266 million, based on reported cross-rates as at noon (Sydney time) on 8 October 2026.

[4] Equivalent to approximately A$0.2999 and ZAR3.4744, based on reported cross-rates as at noon (Sydney time) on 8 October 2026.

[5] Under the terms of the Bridge Loan Agreement, the Bridge Loan bears interest at the Interest Rate per annum, which the Company is required to pay (on a pro rata basis) to Kinetic in cash.

[6] Please note that the Issue Price of US$0.2089 is subject to adjustment in the event that an "**Adjustment Event**" (as that term is defined in the Glossary) occurs after the date of the Subscription Agreement and on or before the date on which the Shares the subject of that agreement are issued. In the event of any Adjustment Event therefore, the number of Bridge Loan Shares and Subscription Shares that are actually issued to Kinetic or its designee may be more or less than 76,591,672.

Since Kinetic already has a Relevant Interest[7] in more than 20% of the Company's voting shares (and since the issue of the Bridge Loan Shares and Subscription Shares will result in Kinetic and its Associates increasing its voting power in the Company by more than is otherwise permitted under the 3% "creep" exception in item 9 of section 611 of the Corporations Act), the issue of the Bridge Loan Shares and the Subscription Shares to Kinetic or its designee is contingent on the receipt of Shareholder approval under item 7 of section 611 of the Corporations Act[8]. Accordingly, the purpose of Resolution 6 is to permit the acquisition by Kinetic and its Associates of a Relevant Interest in such number of Bridge Loan Shares (expected to be 38,295,836) as is determined by dividing the Bridge Loan Amount by the Issue Price for the purposes of item 7 of section 611 of the Corporations Act. Similarly, the purpose of Resolution 7 is to permit the acquisition by Kinetic and its Associates of a Relevant Interest in such number of Subscription Shares (expected to be 38,295,836) as is determined by dividing the Subscription Amount by the Issue Price for the purposes of item 7 of section 611 of the Corporations Act.

If the requisite Shareholder approvals are obtained, it is expected that the Bridge Loan Shares will be issued to Kinetic or its designee (i.e. KCL) within 3 Business Days after the Conditions Precedent applicable to the issue of the Bridge Loan Shares (as to which, please see Schedule 2) are satisfied or waived in accordance with the terms of the Subscription Agreement and that the Subscription Shares will be issued to Kinetic or its designee (i.e. KCL) within 5 Business Days after the Conditions Precedent applicable to the issue of the Subscription Shares (as to which, please see Schedule 2) are satisfied or waived in accordance with the terms of the Subscription Agreement.

Kinetic is an integrated coal mining group listed on the main board of the HKSE and has a current market capitalisation of in excess of US$2 billion[9]. Kinetic's business covers the full coal value chain including mining, processing, logistics and marketing. The key coal resource under operation of Kinetic is the underground thermal coal Dafanpu Coal Mine. As at the date of this Explanatory Statement, Kinetic has a Relevant Interest in 430,911,853 Shares (equivalent to 51.00% of the Company's issued Share capital).

Further information in relation to the structure, operations, assets, management and financial condition of Kinetic is set out in its 2025 annual report (which is available at https://www.kineticme.com/en/).

Additional details in relation to the Bridge Loan and the Share Subscription are disclosed in the Bridge Loan Market Release, a copy of which accompanies this Explanatory Statement at Annexure B. A summary of the material terms of the Bridge Loan Agreement and the Subscription Agreement are set out in Schedule 1 and Schedule 2, respectively.

BACKGROUND INFORMATION FOR RESOLUTION 8

On 11 June 2026, the Company announced to ASX and JSE (**Promissory Note Market Release**) that it and Kinetic had entered into a promissory note purchase agreement (**Kinetic Note Purchase Agreement**) pursuant to which the Company agreed to issue, and Kinetic agreed to subscribe for, unsecured promissory notes (**Promissory Notes**) with an aggregate principal value of up to US$6.136 million[10].

In the Promissory Note Market Release, the Company announced that it had also entered into a promissory note purchase agreement (**Eagle Canyon Note Purchase Agreement**) with significant Shareholder Eagle Canyon International Group Holding Limited (**Eagle Canyon**) pursuant to which the Company agreed to issue, and Eagle Canyon agreed to subscribe for, Promissory Notes with an aggregate principal value of up to US$3.8 million[11].

Save for the aggregate principal value, the Eagle Canyon Note Purchase Agreement has substantially the same terms as the Kinetic Note Purchase Agreement.

[7] Under section 608(1) of the Corporations Act, a person has a "**Relevant Interest**" in securities if they (i) are the holder of the securities, (ii) have the power to exercise, or control the exercise of, a right to vote attached to the securities or (iii) have the power to dispose of, or control the exercise of a power to dispose of, the securities.

[8] In addition to the passing of Resolutions 6 and 7 under and in accordance with the requirements of item 7 of section 611 of the Corporations Act, the issue of the Bridge Loan Shares and the Subscription Shares is contingent on the satisfaction of various conditions precedent the more material of which are summarised in Schedule 2.

[9] As at the date of this Explanatory Statement.

[10] Equivalent to approximately A$8.81 million and ZAR102 million, based on reported cross-rates as at noon on 8 October 2026.

[11] Equivalent to approximately A$5.5 million and ZAR63 million, based on reported cross-rates as at noon on 8 October 2026.

The Kinetic Note Purchase Agreement allows the Company to drawdown (either in full or in part) up to US$6.136 million in immediately available funds at any time before 30 September 2026. Each drawdown will result in the issue of one or more Promissory Notes, the aggregate principal amount of which will bear interest equal to the sum of the Reserve Bank of Australia's (**RBA**) publicly quoted business rate loan for medium businesses plus 3.0% per annum, compounded monthly (together, the **Interest Rate**).

Similarly, the Eagle Canyon Note Purchase Agreement allows the Company to drawdown (either in full or in part) up to US$3.8 million in immediately available funds at any time before 30 September 2026. Each drawdown will result in the issue of one or more Promissory Notes, the aggregate principal amount of which will also bear interest at the Interest Rate.

Unless converted into Shares at the election of Kinetic (as to which, see below), the principal amount drawn by the Company under the Kinetic Note Purchase Agreement together with any unpaid interest and other amounts owing (if any) (together, the **Kinetic Amount Outstanding**) is repayable by the Company to Kinetic on 17 June 2027 (**Maturity Date**), being the date which is the 12-month anniversary of the Initial Closing Date (as that term is defined in the Kinetic Note Purchase Agreement)[12].

Subject to the receipt of Shareholder approval, Kinetic may however elect for the Kinetic Amount Outstanding to be repaid by way of the issue of new fully paid ordinary shares in the Company (each, a **Kinetic Conversion Share**), with each Kinetic Conversion Share to be issued for this purpose by the Company to Kinetic or its designee (which is expected to be KCL) at the Issue Price (i.e. of US$0.2089 per Share)[13].

Kinetic is an integrated coal mining group listed on the main board of the HKSE and has a current market capitalisation of in excess of US$2 billion. Kinetic's business covers the full coal value chain including mining, processing, logistics and marketing. The key coal resource under operation of Kinetic is the underground thermal coal Dafanpu Coal Mine. As at the date of this Explanatory Statement, Kinetic has a Relevant Interest in 430,911,853 Shares (equivalent to 51.00% of the Company's issued Share capital).

Since Kinetic already has a Relevant Interest in more than 20% of the Company's voting shares (and since the issue of the Bridge Loan Shares and Subscription Shares will result in Kinetic and its Associates increasing its voting power in the Company by more than is otherwise permitted under the 3% "creep" exception in item 9 of section 611 of the Corporations Act), the issue of the Kinetic Conversion Shares to Kinetic or its designee is contingent on the receipt of Shareholder approval under item 7 of section 611 of the Corporations Act. Accordingly, the purpose of Resolution 8 is to permit the acquisition by Kinetic and its Associates of a Relevant Interest in such number of Kinetic Conversion Shares (expected to be up to approximately 32,310,197) as is determined by dividing the Kinetic Amount Outstanding by the Issue Price for the purposes of item 7 of section 611 of the Corporations Act.

In such circumstances (i.e. if Kinetic were to elect for the Kinetic Amount Outstanding to be repaid by way of the issue of Kinetic Conversion Shares (i.e. instead of cash)) and by way of example, and assuming the full amount under the Kinetic Note Purchase Agreement (i.e. of US$6.136 million) has been drawn by the Company, the Company would be required to issue a total of 29,372,906 Kinetic Conversion Shares to Kinetic or its designee (which is expected to be KCL) to extinguish the principal amount owing to Kinetic on the Maturity Date. Up to an additional approximately 2,937,291 Kinetic Conversion Shares (based on the Interest Rate (i.e. of approximately 10% per annum)) would also need to be issued to Kinetic or its designee to extinguish the interest payable to Kinetic[14].

[12] Please note that the Maturity Date may be extended with the consent of Kinetic in accordance with terms of the Promissory Notes.

[13] Please note that the Issue Price of US$0.2089 is subject to adjustment in the event that an Adjustment Event occurs after the date on which the Kinetic Promissory Notes were issued and on or before the date on which the Kinetic Conversion Shares are issued.

[14] Please note that the Issue Price of US$0.2089 is subject to adjustment in the event that an Adjustment Event occurs after the date on which the Kinetic Promissory Notes were issued and on or before the date on which the Kinetic Conversion Shares are issued. In the event of any Adjustment Event therefore, the number of Kinetic Conversion Shares that are actually issued to Kinetic or its designee may be more or less than 32,310,197.

Similarly, and unless converted into Shares at the election of Eagle Canyon (**Eagle Canyon Conversion Shares**), the principal amount drawn by the Company under the Eagle Canyon Note Purchase Agreement together with any unpaid interest and other amounts owing (if any) to Eagle Canyon (together, the **Eagle Canyon Amount Outstanding**) is also repayable to Eagle Canyon by the Company on the Maturity Date. Subject to the receipt of Shareholder approval (which is not being sought at the Meeting), Eagle Canyon may also elect for the Eagle Canyon Amount Outstanding to be satisfied and extinguished by way of the issue of Eagle Canyon Conversion Shares, with each Eagle Canyon Conversion Share also to be issued at the Issue Price[15].

In such circumstances (i.e. if Eagle Canyon were to elect for the Eagle Canyon Amount Outstanding to be repaid by way of the issue of Eagle Canyon Conversion Shares (i.e. instead of cash)), and assuming the full amount under the Kinetic Note Purchase Agreement (i.e. of US$3.8 million) has been drawn by the Company, the Company would be required to issue a total of 18,190,522 Eagle Canyon Conversion Shares to Eagle Canyon or its designee to extinguish the principal amount owing to Eagle Canyon on the Maturity Date. Up to an additional approximately 1,819,053 Eagle Canyon Conversion Shares (based on the Interest Rate (i.e. of approximately 10% per annum)) would also need to be issued to Eagle Canyon or its designee to extinguish the interest payable to Eagle Canyon.

Eagle Canyon is a private company incorporated under the laws of Hong Kong. Eagle Canyon is also a constituent member of a group of Shareholders referred to herein as the "Dendocept Group" (as that term is defined in the Glossary) which, as at the date of this Explanatory Statement, collectively have a Relevant Interest in 195,271,638 Shares (equivalent to 23.11% of the Company's issued Share capital).

Approval for the issue of Eagle Canyon Conversion Shares to Eagle Canyon or its designee will be sought under Listing Rule 10.11 prior to the Maturity Date in 2027. Accordingly, if Shareholder approval for the issue of the Eagle Canyon Conversion Shares is obtained, it is expected that those Shares, together with the Kinetic Conversion Shares (i.e., provided that approval for the issue of the Kinetic Conversion Shares is obtained at the Meeting), will be issued to Eagle Canyon or its designee and to Kinetic or its designee (i.e. KCL), respectively on or immediately after the Maturity Date.

The Company has applied (and will continue to apply) the proceeds of the Promissory Notes issued to Kinetic and Eagle Canyon towards:

- the completion of the remaining civil works at the Makhado coal handling and preparation plant;
- the continuing development of the open-cut mining operations, including ongoing overburden stripping and associated mining contractor costs;
- the completion of supporting infrastructure, including the 22kV power supply main line, substation equipment, water supply pipelines and ancillary works;
- the commissioning and joint trial operations required for the Makhado Project to transition into stable commercial production; and
- the general working capital requirements of MC Mining.

Further information in relation to each Note Purchase Agreement and the Promissory Notes is set out in Schedule 3 and Schedule 4, respectively. Further information in relation to the transaction more generally is set out in the Promissory Note Market Release, a copy of which accompanies this Explanatory Statement at Annexure C.

[15] The total number of Eagle Canyon Conversion Shares is expected to be up to approximately 20,009,575. Please note that the Issue Price of US$0.2089 is subject to adjustment in the event that an Adjustment Event occurs after the date on which the Eagle Canyon Promissory Notes were issued and on or before the date on which the Eagle Canyon Conversion Shares are issued. In the event of any Adjustment Event therefore, the number of Eagle Canyon Conversion Shares that are actually issued to Eagle Canyon or its designee may be more or less than 20,009,575.

KINETIC AND ITS ASSOCIATES[16]

The persons noted in the table below are "Associates"[17] of Kinetic for the purposes of the transaction the subject of Resolutions 6, 7 and 8. The circumstances giving rise to the Association are also noted below.

Person	Nature of Association
King Lok Holdings Limited	An entity that holds approximately 62% of the shares in and that controls[18] Kinetic Development Group Limited
The Zhang Family Overseas Trust	A discretionary family trust that holds 100% of the shares in and controls King Lok Holdings Limited
TMF (Cayman) Ltd	The trustee of The Zhang Family Overseas Trust
Kinetic Crest Limited	A wholly-owned subsidiary of Kinetic Development Group Limited

Further information in relation to Kinetic and the various entities (some of which may also be "Associates" of Kinetic) that make up the Kinetic group of companies is set out in Schedule 5.

MC MINING'S CURRENT AND EXPECTED CAPITAL STRUCTURE

The following table sets out the Company's equity capital structure as at the date of this Explanatory Statement as well as the Company's expected equity capital structure on completion of the Share issuances the subject of Resolutions 6, 7 and 8 (i.e. assuming that these Resolutions are passed by Shareholders).

	Number on Issue (as at date of Explanatory Statement)	**Number to be Issued** (assuming Resolution 6 is passed)	**Number to be Issued** (assuming Resolution 7 is passed)	**Number to be Issued** (assuming Resolution 8 is passed)	**Number on Issue** (assuming Resolutions 6, 7 and 8 are passed)
Shares	844,925,202	38,295,836	38,295,836	32,310,197	973,836,646
Options	Nil	Nil	Nil	Nil	Nil
Warrants	Nil	Nil	Nil	Nil	Nil
Performance Rights	Nil	Nil	Nil	Nil	Nil

The above table has (and the tables below have) been prepared on the assumptions that (A) the Company does not issue any Shares (i.e. other than those the subject of Resolutions 6, 7 and 8) between the date of this Explanatory Statement and the Maturity Date, (B) no Adjustment Event occurs, (C) Shareholders pass a resolution under Listing Rule 10.11 prior to the Maturity Date to authorise the issue of the Eagle Canyon Conversion Shares on or immediately after the Maturity Date and (D) that the Eagle Canyon Conversion Shares are issued at the same time as the Kinetic Conversion Shares are issued (i.e. on or immediately after the Maturity Date).

For further information in relation to the Company's issued Share capital structure, please see the Company's prior continuous and periodic disclosures given to ASX and JSE which are available on the Company's website (www.mcmining.co.za).

[16] Kinetic and each of its Associates are excluded from voting in favour of Resolutions 6, 7 and 8.

[17] Please see the definition of Associate under the heading "Section 611 of the Corporations Act" below.

[18] The term "**control**" is defined in section 50AA of the Corporations Act.

RESOLUTIONS 6 AND 7

The below table sets out the number of Shares held by and the Relevant Interest of Kinetic (and each of its Associates) as at the date of this Explanatory Statement as well as the expected number of Shares held by and the expected Relevant Interest of Kinetic (and each of its Associates) immediately after the issue of the Bridge Loan Shares and the Subscription Shares (i.e. assuming Resolutions 6 and 7 are passed, the (other) applicable Conditions Precedent to the issue of the Bridge Loan Shares and the Subscription Shares are satisfied and the Company issues the 76,591,672 Shares the subject of those Resolutions on the same date[19]).

Name	**Number of Shares Held** (as at date of Explanatory Statement)	**Percentage of Shares** (as at date of Explanatory Statement)	**Relevant Interest** (as at date of Explanatory Statement)	**Number of Shares Held** (immediately after the issue)	**Percentage of Shares** (immediately after the issue)	**Relevant Interest** (immediately after the issue)
Kinetic	Nil	Nil	430,911,853	Nil	Nil	507,503,525
KCL	430,911,853	51.00%	430,911,853	507,503,525	55.07%	507,503,525
King Lok	Nil	Nil	430,911,853	Nil	Nil	507,503,525
TZFOL	Nil	Nil	430,911,853	Nil	Nil	507,503,525
TMF	Nil	Nil	430,911,853	Nil	Nil	507,503,525

RESOLUTION 8

The below table sets out the expected number of Shares held by and the Relevant Interest of Kinetic (and each of its Associates) immediately before the issue of the Kinetic Conversion Shares (i.e. assuming Resolutions 6 and 7 are passed and the Shares the subject of those Resolutions have been issued) as well the expected number of Shares held by and the expected Relevant Interest of Kinetic (and each of its Associates) immediately after the issue of the Kinetic Conversion Shares and the Eagle Canyon Conversion Shares on or immediately after those Shares are issued (i.e. assuming Resolution 8 is passed (as well as the requisite resolution under Listing Rule 10.11, as referred to above in respect of the Eagle Canyon Conversion Shares[20])).

Name	**Number of Shares Held** (immediately before the issue)	**Percentage of Shares** (immediately before the issue)	**Relevant Interest** (immediately before the issue)	**Number of Shares Held** (immediately after the issue)	**Percentage of Shares** (immediately after the issue)	**Relevant Interest** (immediately after the issue)
Kinetic	Nil	Nil	507,503,525	Nil	Nil	539,813,722
KCL	507,503,525	55.07%	507,503,525	539,813,722	55.43%	539,813,722
King Lok	Nil	Nil	507,503,525	Nil	Nil	539,813,722
TZFOL	Nil	Nil	507,503,525	Nil	Nil	539,813,722
TMF	Nil	Nil	507,503,525	Nil	Nil	539,813,722

[19] As noted elsewhere, the aggregate number of Bridge Loan Shares and Subscription Shares that are actually issued to Kinetic or its designee may be more or less than 76,591,672 in the event of an Adjustment Event.

[20] As noted elsewhere in these Meeting Documents, the aggregate number of Kinetic Conversion Shares that are actually issued to Kinetic or its designee may be more or less than 32,310,197 in the event of an Adjustment Event.

IMPACT ON SUBSTANTIAL HOLDERS

RESOLUTIONS 6 AND 7

The table below sets out the expected impact of the issue of the Bridge Loan Shares and Subscription Shares to Kinetic or its designee on the proportionate interests of the Company's existing (i.e. existing as at the date of this Explanatory Statement) substantial Shareholders[21] immediately after the issue of those Shares.

Name	**Relevant Interest** (as at date of Explanatory Statement)	**Relevant Interest (%)** (as at date of Explanatory Statement)	**Issue of Bridge Loan Shares & Sub. Shares**	**Relevant Interest** (immediately after the issue)	**Relevant Interest (%)** (immediately after the issue)	**Percentage Change** (immediately after the issue)
Kinetic	430,911,853	51.00%	76,591,672	507,503,525	55.07%	4.07%
Dendocept Group[22]	195,271,638	23.11%	Nil	195,271,638	21.19%	-1.92%
Senosi	121,036,501	14.33%	Nil	121,036,501	13.13%	-1.19%
Goldway	99,707,126	11.80%	Nil	99,707,126	10.82%	-0.98%
LITL[23]	50,162,582	5.94%	Nil	50,162,582	5.44%	-0.49%

RESOLUTION 8

The table below sets out the expected impact of the issue of the Kinetic Conversion Shares and the Eagle Canyon Conversion Shares to Kinetic or its designee and to Eagle Canyon or its designee on the proportionate interests of the Company's expected (i.e. expected immediately prior to the Maturity Date) substantial Shareholders immediately after the issue of those Shares.

Please note that since Eagle Canyon is a constituent member of the Dendocept Group, the issue of the Eagle Canyon Conversion Shares to Eagle Canyon or its designee will (and as is shown in the table below by way of an) increase the Relevant Interest of Dendocept Group, as a collective[24].

[21] A "substantial" Shareholder is a person who, together with its Associates, has a Relevant Interest in 5% or more of the Company's issued voting Shares.

[22] Dendocept Group's Relevant Interest in the 195,271,638 Shares referred to herein is comprised of the 95,564,513 Shares held by the individual constituents of the Dendocept Group and the 99,707,126 Shares held by Goldway (with this Relevant Interest arising because of the operation section 608(3)(a) of the Corporations Act (i.e. because Dendocept Group, as a collective, has a Relevant Interest in 20% or more of Goldway's issued Share Capital)).

[23] "**LITL**" means Longelephant International Trade Limited.

[24] As at the date of this Explanatory Statement, Eagle Canyon directly holds 207,058 Shares (equivalent to 0.02% of the Company's issued Share capital).

Name	Relevant Interest (immediately before the issue)	Relevant Interest (%) (immediately before the issue)	Issue of Kinetic Conversion Shares & EC Conversion Shares	Relevant Interest (immediately after the issue)	Relevant Interest (%) (immediately after the issue)	Percentage Change (immediately after the issue)
Kinetic	507,503,525	55.07%	32,310,197	539,813,722	55.43%	0.36%
Dendocept Group	195,271,638	21.19%	20,009,575	215,281,213	22.11%	0.92%
Senosi	121,036,501	13.13%	Nil	121,036,501	12.43%	-0.71%
Goldway	99,707,126	10.82%	Nil	99,707,126	10.24%	-0.58%
LITL	50,162,582	5.44%	Nil	50,162,582	5.15%	-0.29%

Please note that the Issue Price of US$0.2089 is subject to adjustment in the event of an Adjustment Event. In the event of any Adjustment Event therefore, the number of Kinetic Conversion Shares that are actually issued to Kinetic or its designee may be more or less than 32,310,197 and the number of Eagle Canyon Conversion Shares that are actually issued to Eagle Canyon or its designee may be more or less than 20,009,575.

INDEPENDENT EXPERT'S REPORT

The Company has engaged BDO Corporate Finance Australia Pty Ltd ACN 050 038 170 (**Independent Expert**) to provide an opinion as to whether each of the transactions the subject of Resolutions 6, 7 and 8 are "fair and reasonable" to Shareholders (i.e. Shareholders other than KCL and its Associates).

The Independent Expert's Report was prepared in accordance with the recommendations of ASIC Regulatory Guide 74 (titled "Acquisitions approved by members") (**RG 74**), Regulatory Guide 111 (titled "Content of expert reports"), Regulatory Guide 112 (titled "Independence of experts"), Regulatory Guide 170 (titled "Prospective financial information") and Information Sheet 214 (titled "Mining and Resources: Forward-looking statements").

The Independent Expert is of the opinion that the transaction the subject of Resolution 6 is **not fair but reasonable** to disinterested Shareholders (i.e. Shareholders other than KCL and its Associates).

The Independent Expert is of the opinion that the transaction the subject of Resolution 7 is **not fair but reasonable** to disinterested Shareholders (i.e. Shareholders other than KCL and its Associates).

The Independent Expert is of the opinion that the transaction the subject of Resolution 8 is **not fair but reasonable** to disinterested Shareholders (i.e. Shareholders other than KCL and its Associates).

The Directors recommend that you read the Independent Expert's Report carefully and in full (including the scope of the report, the methodology of the valuation and the sources of information and assumptions made) before making any decision in relation to any of Resolutions 6, 7 and 8.

SPECIFIC DISCLOSURES REQUIRED BY THE CORPORATIONS ACT AND ASIC

GENERAL

Subject to Shareholders passing Resolution 6 (and provided the other applicable Conditions Precedent are satisfied or waived), Kinetic or its designee will be issued with and will acquire a Relevant Interest in such number of Bridge Loan Shares (expected to be 38,295,836) as is determined by dividing the Bridge Loan Amount by the Issue Price.

Subject to Shareholders passing Resolution 7 (and provided the other applicable Conditions Precedent are satisfied or waived), Kinetic or its designee will be issued with and will acquire a Relevant Interest in such number of Subscription Shares (expected to be 38,295,836) as is determined by dividing the Subscription Amount by the Issue Price. Following payment of the Subscription Amount and when aggregated with the US$8 million set-off against the Bridge Loan Amount (which amount will be repaid by the Company by way of the issue of the Bridge Loan Shares), the parties' obligations under the Bridge Loan Agreement and Subscription Agreement will have been satisfied.

Subject to Shareholders passing Resolution 8 (and provided Kinetic elects for the Kinetic Amount Outstanding to be repaid by way of the issue of Shares (i.e. instead by cash)), Kinetic or its designee will be issued with and will acquire a Relevant Interest in such number of Kinetic Conversion Shares (expected to be 32,310,197) as is calculated by dividing the Kinetic Amount Outstanding by the Issue Price.

Investors should note that the Issue Price of US$0.2089 is subject to adjustment in the event of an Adjustment Event. In the event of any Adjustment Event therefore, the number of Bridge Loan Shares, Subscription Shares and Kinetic Conversion Shares that are actually issued to Kinetic or its designee will be determined by dividing the relevant amount (i.e. the Bridge Loan Amount, the Subscription Amount or the Kinetic Amount Outstanding) by the adjusted Issue Price.

LISTING RULE 10.11

Listing Rule 10.11 provides that unless one of the exceptions in Listing Rule 10.12 applies, a listed company must not issue or agree to issue any equity securities to:

- a Related Party;
- a person who is, or was at any time in the 6 months before the issue or agreement to issue, a substantial (i.e. 30%+) holder of the company's shares;
- a person who is, or was at any time in the 6 months before the issue or agreement to issue, a substantial (i.e. 10%+) holder of the company's shares and who has nominated a director to the board of the company pursuant to a relevant agreement which gives them a right or expectation to do so;
- an Associate of a person referred to in Listing Rules 10.11.1 to 10.11.3 (i.e. an Associate of a person listed in any of paragraphs (a) to (c) above); or
- a person whose relationship with the company is such that, in ASX's opinion, the issue or agreement to issue should be approved by its shareholders,

unless the company obtains approval from its shareholders.

MC Mining is not proposing to seek Shareholder approval under Listing Rule 10.11 and is instead intending to rely on Listing Rule 10.12 (Exception 6). Listing Rule 10.12 (Exception 6) exempts listed companies from seeking approval under Listing Rule 10.11 if the relevant issue is approved by shareholders under item 7 of section 611.

Accordingly, since MC Mining is seeking Shareholder approval for the issues the subject of Resolutions 6, 7 and 8 for the purposes of item 7 of section 611 of the Corporations Act, it is unnecessary for MC Mining to also seek separate Shareholder approvals under Listing Rule 10.11.

SECTION 611 OF THE CORPORATIONS ACT

Unless a specific exemption in section 611 of the Corporations Act applies, section 606 of the Corporations Act prevents a person from acquiring a Relevant Interest in issued voting shares in a listed company through a transaction which results in the person's voting power in the company:

- increasing from below 20% to more than 20%; or
- increasing from a starting point of more than 20% to a higher percentage.

The voting power of a person is determined in accordance with section 610 of the Corporations Act. The calculation of a person's voting power involves determining the total number of voting shares the person (and that person's Associates) has a Relevant Interest in expressed as a percentage of all voting shares on issue.

For the purposes of determining voting power under the Corporations Act, a person (the "**second person**") is an "Associate" of the other person (the "**first person**") if:

- the first person is a body corporate and the second person is:
    - a body corporate the first person controls;
    - a body corporate that controls the first person; or
    - a body corporate that is controlled by an entity that controls the person;
- the second person has entered or proposes to enter into a relevant agreement with the first person for the purpose of controlling or influencing the composition of the company's board or the conduct of the company's affairs; or
- the second person is a person with whom the first person is acting or proposes to act, in concert in relation to the company's affairs.

Associates are, therefore, determined as a matter of fact. For example, where a person controls or influences the board or the conduct of a company's business affairs, or acts "in concert" with a person in relation to the entity's business affairs, that person would be considered to be an Associate of the first person.

Furthermore, section 608(1) of the Corporations Act provides that a person has a Relevant Interest in securities if they:

- are the holder of the securities;
- have the power to exercise, or control the exercise of, a right to vote attached to the securities; or
- have power to dispose of, or control the exercise of a power to dispose of, the securities.

It does not matter how remote the Relevant Interest is or how it arises. If two or more people can jointly exercise one of the powers, each of them is taken to have that power.

In addition, section 608(3) of the Corporations Act provides that a person has a Relevant Interest in securities that any of the following has:

- a body corporate in which the person's voting power is above 20%;
- a body corporate that the person controls.

An acquisition of a Relevant Interest in voting shares (such as the acquisition of the Bridge Loan Shares, the Subscription Shares and Kinetic Conversion Shares by Kinetic or its designee) is not prohibited under section 606 of the Corporations Act if it has been approved by a resolution at a general meeting of the company that issued those voting shares under and in accordance with item 7 of section 611.

Accordingly, and in order to permit the issue of the Bridge Loan Shares, the Subscription Shares and Kinetic Conversion Shares (and therefore to permit Kinetic's acquisition of a Relevant Interest in more of the Company's issued voting share capital than would otherwise be permitted under section 606 of the Corporations Act (i.e. after having regard to the relevant exceptions in section 611)), the Company is seeking Shareholder approval for the issue of all of these Shares under and in accordance with the requirements of item 7 of section 611.

SPECIFIC DISCLOSURES REQUIRED BY RG 74

Specific information is required to be provided to Shareholders in relation to an acquisition being approved under item 7 of section 611 of the Corporations Act. In particular, item 7 of section 611 and RG 74 requires the following information be provided to Shareholders.

THE IDENTITY OF THE PERSON PROPOSING TO MAKE THE ACQUISITION AND THEIR ASSOCIATES

Subject to Shareholders passing Resolutions 6, 7 and 8, the Company will issue Kinetic Development Group Limited (or its designee) (which as noted elsewhere in this Explanatory Statement, is expected to be Kinetic wholly owned subsidiary KCL) with 38,295,836 Bridge Loan Shares, 38,295,836 Subscription Shares and such number of Kinetic Conversion Shares as is determined by dividing the Kinetic Amount Outstanding by the Issue Price[25] (which, for the avoidance of doubt, is expected to be up to approximately 32,310,197).

[25] As noted elsewhere in these Meeting Documents, the aggregate number of Kinetic Conversion Shares that are actually issued to Kinetic or its designee may be more or less than 32,310,197 in the event of an Adjustment Event.

Kinetic Development Group Limited is a company incorporated under the laws of Cayman Islands with limited liability. Kinetic is a HKSE main board listed company. In this regard, please see:

- Kinetic's 2025 annual report[26] for further information in relation to the structure, operations, assets, management and financial condition of Kinetic; and
- Schedule 5 and the disclosures under the heading "Kinetic and its Associates" for the Associates of Kinetic and the reason the Associate reference applies to those persons.

THE MAXIMUM EXTENT OF THE INCREASE IN THAT PERSON'S VOTING POWER IN THE COMPANY THAT WOULD RESULT FROM THE ACQUISITION

The maximum extent of the increase in Kinetic's voting power is expected to be up to approximately 108,901,869 Shares (i.e. assuming that all of the Shares the subject of Resolutions 6, 7 and 8 are issued).

Please see the table under the heading "MC Mining's current and expected capital structure" for further information.

THE VOTING POWER THAT PERSON WILL HAVE AS A RESULT OF THE ACQUISITION

Assuming that each of Resolutions 6, 7 and 8 are passed (and the Bridge Loan Shares, the Subscription Shares and the Kinetic Shares are issued to Kinetic or its designee), Kinetic's voting power will increase from 430,911,853 Shares (equivalent to 51% of the Company's issued Share capital as at the date of this Explanatory Statement) to 539,813,722 Shares (equivalent to 55.43% of the Company's issued Share capital on a post-issuance basis).

Please see the table under the heading "MC Mining's current and expected ownership structure" for further information.

THE MAXIMUM EXTENT OF THE INCREASE IN THE VOTING POWER OF EACH OF THAT PERSON'S ASSOCIATES THAT WOULD RESULT FROM THE ACQUISITION

As noted in the table under the heading "MC Mining's current and expected ownership structure", the maximum extent of the increase in the voting power of each of Kinetic's Associates is expected to be as follows:

Name	**Number of Shares Held** (as at date of Explanatory Statement)	**Percentage of Shares** (as at date of Explanatory Statement)	**Relevant Interest** (as at date of Explanatory Statement)	**Number of Shares Held** (immediately after Maturity Date)	**Percentage of Shares** (immediately after Maturity Date)	**Relevant Interest** (immediately after Maturity Date)
Kinetic	Nil	Nil	430,911,853	Nil	Nil	539,813,722
KCL	430,911,853	51.00%	430,911,853	539,813,722	55.43%	539,813,722[27]
King Lok	Nil	Nil	430,911,853	Nil	Nil	539,813,722
TZFOL	Nil	Nil	430,911,853	Nil	Nil	539,813,722
TMF	Nil	Nil	430,911,853	Nil	Nil	539,813,722

THE VOTING POWER THAT EACH OF THAT PERSON'S ASSOCIATES WOULD HAVE AS A RESULT OF THE ACQUISITION

Please refer to the table immediately above for detail of each of Kinetic's Associates' voting power on completion of the Share issuances the subject of Resolutions 6, 7 and 8 (i.e. immediately after the Maturity Date).

[26] As to which, please see https://www.kineticme.com/en/.

[27] As can be seen in this table, KCL's voting power increases by 108,901,869 Shares (resulting in KCL's voting power (i.e. as a percentage)) increasing by 4.43%. This table assumes the non-occurrence of any Adjustment Events.

AN EXPLANATION OF THE REASONS FOR THE PROPOSED ACQUISITION

Please see the explanatory notes beneath the headings "Background Information for Resolutions 6 and 7" and "Background Information for Resolution 8" for the reasons for the proposed acquisition of the Relevant Interest in (i.e. the reason for the issue of) the Shares the subject of those Resolutions.

Shareholder approval in accordance with item 7 of section 611 of the Corporations Act is required before any of the Bridge Loan Shares, the Subscription Shares and the Kinetic Conversion Shares can be issued because the issuance of these Shares will result in Kinetic's (and together with its Associates') Relevant Interests in the Company's shares increasing by more than would otherwise be permitted by item 9 of section 611 of the Corporations Act (i.e. the 3% every 6 months "creep" exception to the prohibition in section 606) – said differently, on completion of the issue of Shares the subject of Resolutions 6, 7 and 8, Kinetic's voting power (as a percentage) will increase from 51% to 55.43% (i.e. an increase of up to approximately 4.43%).

WHEN THE PROPOSED ACQUISITION IS TO OCCUR

If the requisite Shareholder approvals are obtained, it is expected that the Bridge Loan Shares will be issued to Kinetic or its designee (i.e. KCL) within 3 Business Days after the Conditions Precedent applicable to the issue of the Bridge Loan Shares (as to which, please see Schedule 2) are satisfied or waived in accordance with the Subscription Agreement and that the Subscription Shares will be issued to Kinetic or its designee (i.e. KCL) within 5 Business Days after the Conditions Precedent applicable to the issue of the Subscription Shares (as to which, please see Schedule 2) are satisfied or waived in accordance with the Subscription Agreement.

Please see Schedule 2 for a description of the Conditions Precedent that need to be satisfied or waived in order for the Bridge Loan Shares and the Subscription Shares to be issued by the Company to Kinetic or its designee (which is, as noted elsewhere in this Explanatory Statement, expected to be KCL).

Assuming Shareholders pass Resolution 8, it is expected that the Company will issue the Kinetic Conversion Shares on or immediately after the Maturity Date.

THE MATERIAL TERMS OF THE PROPOSED ACQUISITION

There are no material terms in relation to any agreement or other arrangement in relation to the issue of the Bridge Loan Shares, the Subscription Shares or the Kinetic Conversion Shares that have not been disclosed in this Explanatory Statement.

DETAILS OF ANY OTHER RELEVANT AGREEMENT BETWEEN THE ACQUIRER AND THE TARGET ENTITY OR VENDOR (OR ANY OF THEIR ASSOCIATES) THAT IS CONDITIONAL ON (OR DIRECTLY DEPENDS ON) MEMBER APPROVAL OF THE PROPOSED ACQUISITION

N/A.

A STATEMENT OF THE ACQUIRER'S INTENTIONS REGARDING THE FUTURE OF THE TARGET IF MEMBERS APPROVE THE ACQUISITION

Other than as disclosed elsewhere in this Explanatory Statement, the Company understands that Kinetic:

- has no present intention of making any significant changes to the business of the Company;
- has no present intention to inject further capital into the Company;
- has no present intention of making changes regarding the future employment of the present employees of the Company;
- does not intend to redeploy any fixed assets of the Company;
- does not intend to transfer any property of the Company; and
- has no present intention to change the Company's existing policies in relation to financial matters or dividends.

These intentions are based on information concerning the Company, its business and the business environment which is known to Kinetic at the date of this Explanatory Statement. These present intentions may change as new information becomes available, as circumstances change or in the light of all material information, facts and circumstances necessary to assess the operational, commercial, taxation and financial implications of those decisions at the relevant time.

ANY INTENTION OF THE ACQUIRER TO SIGNIFICANTLY CHANGE THE FINANCIAL OR DIVIDEND POLICIES OF THE ENTITY

The Company understands that Kinetic has no present intention of significantly changing the Company's financial or dividend policies.

THE INTERESTS THAT ANY DIRECTOR HAS IN THE ACQUISITION OR ANY RELEVANT AGREEMENT

Although none of the current Directors have a material personal interest in the outcome of any of Resolutions 6, 7 and 8, as a consequence of their Association with Kinetic, each of Jianheng Deng, Lanlan Wang, Guo Xin, Mei Zhang and Sun Qiming have chosen not to provide a recommendation in relation to each of Resolutions 6, 7 and 8.

DETAILS ABOUT ANY PERSON WHO IT IS INTENDED WILL BECOME A DIRECTOR IF MEMBERS APPROVE THE ACQUISITION

The Company understands that Kinetic does not presently have any intentions of appointing any additional Directors to (or otherwise altering the composition of) the Board.

INTERESTS OF THE COMPANY

N/A.

THE ADVANTAGES OF PASSING THE RESOLUTION

The Company considers the advantages of passing Resolutions 6, 7 and 8 to include each of the following:

Advancement of core projects

Following receipt of the funds and the repayment of debt that will occur from the issue of the Shares the subject of Resolutions 6, 7 and 8, the Company considers that it will have enhanced financial flexibility to advance the activities of the Company. It is expected that the funds received (or saved from being disbursed by way of the repayment of existing debt) from the issue of Shares the subject of Resolutions 6, 7 and 8 will enable the Company to significantly advance its flagship Makhado Project and accelerate the development of its other mineral assets.

Company and Kinetic will collaborate

The Company expects to continue its collaborative relationship with Kinetic and to continue to benefit from its vast coal project development and production expertise. This relationship should minimise project implementation risk for the Makhado Project and optimise operational efficiency across the Company's other mineral assets.

Continue as a going concern

As noted in various of the Company's prior period financial reports, the Company's auditor has highlighted a material uncertainty over the Company's ability to continue as a going concern. Specifically, the auditor outlined that the Company's ability to continue as a going concern is dependent on it raising additional debt and equity funding.

Accordingly, if Shareholders pass Resolutions 6, 7 and 8 and the Bridge Loan Shares, Subscription Shares and Kinetic Conversion Shares are issued, the Company will receive the Subscription Amount (which will allow the Company to continue as a going concern and meet its working capital requirements) and will repay (i.e. by way of conversion of the Bridge Loan Amount and the Kinetic Amount Outstanding) up to approximately US$14.75 million owed to Kinetic.

THE DISADVANTAGES OF PASSING THE RESOLUTION

The Company considers the disadvantages of passing Resolutions 6, 7 and 8 to include each of the following:

Dilution

If Shareholders pass Resolutions 6, 7 and 8 the Bridge Loan Shares, Subscription Shares and Kinetic Conversion Shares are issued (which currently holds 51% of the Company's issued Share capital), the proportionate interests of all other Shareholders will be diluted (noting that KCL will ultimately hold up to approximately 55.43% of the Company's shares as a consequence of the issue of the Kinetic Conversion Shares on or immediately after the Maturity Date).

KCL's greater than 50% holding of Shares allows Kinetic to control the Company and to either pass or block resolutions put to members (i.e. other than resolutions that Kinetic is not permitted to cast a vote on).

Future takeover offers

KCL's greater than 50% holding of Shares allows Kinetic to control the Company and to either pass or block most resolutions put to members. The issue of the Bridge Loan Shares, the Subscription Shares and the Kinetic Conversion Shares will further increase Kinetic's Relevant Interest (on a proportionate basis) in the Company's issued and voting Share capital (thereby further increasing its control of the Company).

Such a significant ownership interest (and the increase that will occur as a result of the issue of Shares the subject of Resolutions 6, 7 and 8 to Kinetic) likely deters (noting that the increase that will occur as a result of the issue of Shares the subject of Resolutions 6, 7 and 8 to Kinetic will likely further deter) third party bidders from either acquiring Shares on market or from making a takeover offer for all of the Company's shares.

Further detail

The advantages and disadvantages of passing Resolutions 6, 7 and 8 are outlined in further detail in the Independent Expert's Report.

THE CONSEQUENCES OF NOT PASSING RESOLUTIONS 6, 7 AND/OR 8

Alternative sources

If Shareholders do not pass Resolution 6, the Company will not be able to benefit from the set-off arrangement agreed in Bridge Loan Agreement and the Subscription Agreement meaning that it will have to find alternative funding to repay the Bridge Loan Amount owing under the Bridge Loan.

If Shareholders do not pass Resolution 7, the Company will not receive the US$8 million it expects to receive from the issue of the Subscription Shares (i.e. the Subscription Amount). This will likely result in the Company needing to raise funds from alternative sources to:

- continue to advance the Makhado Project; and
- continue as a going concern.

If Shareholders do not pass Resolution 8, the Company will not be able to convert the Kinetic Amount Outstanding into Kinetic Conversion Shares and as such it will be required to repay the Kinetic Amount Outstanding (which is expected to be up to a total of approximately US$6,749,600 on the Maturity Date) in cash.

Shareholders should note that there can be no certainty that the Company will be able to procure alternative funding either on terms acceptable to the Company, on terms superior to those the subject of Resolutions 6, 7 and 8 or at all.

Further detail

The consequences of not passing Resolutions 6, 7 and 8 are outlined in further detail in the Independent Expert's Report.

OTHER

Proposed changes to composition of the Board

The Company understands that Kinetic does not presently have any intention of appointing any additional Directors to (or otherwise altering) the Board.

The rights and liabilities attaching to the Shares the subject of Resolutions 6, 7 and 8

Each of the Bridge Loan Shares, Subscription Shares and Kinetic Conversion Shares are fully paid ordinary shares in the equity capital of the Company. A summary of the rights and liabilities applicable to these Shares is set out in Schedule 6.

Association

Other than as disclosed in this Explanatory Statement, the Company is not aware of any Association (whether formal or informal) between Kinetic (or any Associate of Kinetic) with any existing Shareholder (i.e. other than KCL) or with any other person.

Board recommendation

The Directors (other than Jianheng Deng, Lanlan Wang, Guo Xin, Mei Zhang and Sun Qiming who abstain from making a recommendation[28]) recommend that Shareholders vote in favour of each of Resolutions 6, 7 and 8.

The Board is not aware of any other information that Shareholders might reasonably require to make a decision whether it is in the best interest of the Company to pass each of Resolutions 6, 7 and 8.

The Chair intends to vote all undirected proxies in favour of each of Resolutions 6, 7 and 8.

[28] The Directors referred to in this paragraph have abstained from making a recommendation as they are either Associates of or are nominee Directors appointed by, Kinetic.

GLOSSARY

Adjustment Event	when used in the context of the Subscription Agreement, has the meaning given in the Subscription Agreement (as to which, please see Schedule 2) and when used in the context of the Promissory Notes, has the meaning given in the Promissory Note instrument (as to which, please see Schedule 4)
Associate	has the meaning given in sections 11 to 17 of the Corporations Act
ASIC	means the Australian Securities and Investments Commission
ASX	means ASX Limited and, where the context requires, the financial market operated by it
Board	means the board of Directors of the Company
Business Day	means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorised by law to be closed in Australia, South Africa, the PRC, Hong Kong, and the domicile of Kinetic's bank
Chairman	means the person appointed as chairperson of the Meeting
Closely Related Party	has the meaning given in the Corporations Act
Company	MC Mining Limited ABN 98 008 905 388
Consortium	means Shining Capital, Dendocept, the Golden Eagle Trust, Pacific Goal, YHYI, Longelephant, Yi He, Jun Liu, Golden Archer and Eagle Canyon
Constitution	means the constitution of the Company in effect as at the date of this Notice
Corporations Act	means the *Corporations Act 2001* (Cth)
Dendocept Group	means Dendocept together with its Associates, the Golden Eagle Trust, Pacific Goal, Christine He, Jun Liu, Golden Archer and Eagle Canyon For further information in relation to Dendocept Group's Relevant Interest in Shares, please see the ASIC Form 604 filed by the Dendocept Group (and released on ASX) on 30 September 2026 Ms He, a Director, is a beneficiary of the Golden Eagle Trust
Directors	means the directors of the Company
Equity Securities	includes a share, a right to a share or option, an option, a convertible security and any security that ASX decides to classify as an equity security
Explanatory Statement	means this explanatory statement
Golden Archer	means Golden Archer Investment (Pty) Ltd

Goldway	means Goldway Capital Investment Limited, the entity that in 2024 conducted an off-market takeover bid for all of the Shares in the Company that members of the Consortium did not already own
KCL	means Kinetic Crest Limited of 18F, 80 Gloucester Road, Wanchai, Hong Kong
Kinetic	means Kinetic Development Group Limited
Key Management Personnel or KMP	has the meaning given in the Corporations Act
Listing Rules	means the Listing Rules of ASX
LITL	means Longelephant International Trade Limited
Makhado Project	means the Makhado hard coking and thermal coal project, situated in the Soutpansberg Coalfield, in the Limpopo Province of South Africa, and in respect of which Baobab Mining and Exploration Proprietary Limited holds the relevant mining right
Meeting or **Annual General Meeting**	means the annual general meeting the subject of the Notice
Notice	means the notice of Meeting which accompanies this Explanatory Statement
Pacific Goal	means Pacific Goal Investment Limited
PRC	means the People's Republic of China, but solely for the purposes of the Bridge Loan Agreement and the Subscription Agreement, excludes Hong Kong, the Macau Special Administrative Region and the islands of Taiwan
Related Party	has the meaning given in section 228 of the Corporations Act
Relevant Interest	has the meaning given in section 608 of the Corporations Act
Remuneration Report	means the section of the Directors' report contained in the annual financial statements of the Company for the year ended 30 June 2026 titled "Remuneration Report"
Resolution	means a resolution proposed pursuant to the Notice
Senosi	means Senosi Group Investment Holdings Proprietary Limited
Share	means a fully paid ordinary share of the Company (and a **Shareholder** is a person who holds one or more Shares)
Shining Capital	means Shining Capital GP Limited
YHYI	means Ying He Yuan Investment (S) Pte Ltd

SCHEDULE 1 – BRIDGE LOAN AGREEMENT

The principal terms of the Bridge Loan Agreement are set out below.

Date	The Bridge Loan Agreement is dated 13 August 2026.
Parties	The Bridge Loan Agreement is between Kinetic Development Group Limited, as lender and MC Mining Limited, as borrower.
Bridge Loan	US$8 million.
Permitted Use	The Company must only use the proceeds of the Bridge Loan and to fund group business operations and its working capital requirements, in accordance with the Cash Flow Forecast (defined below).
Interest	Interest accrues on the Bridge Loan from the Drawdown Date until the Bridge Loan repaid in full at a rate equal to the Australian Reserve Bank Rate plus a 3.00% margin, compounded monthly in arrears on a 365-day basis. Interest must be paid by the Company in cash.
Repayment Date	Unless repaid earlier or extended at Kinetic's sole discretion, the Bridge Loan must be repaid and all accrued interest must be paid on the date that is three months after the Drawdown Date.
Drawdown Date	The actual date of disbursement of the Bridge Loan Amount (which was 14 August 2026).
Repayment by Set-off	The Bridge Loan is to be repaid by way of set-off against the first US$8 million of Kinetic's US$16 million commitment to subscribe for Subscription Shares under the Subscription Agreement. The repayment of the Bridge Loan is expected to result in the issue of 38,295,836 Bridge Loan Shares to Kinetic or its designee (which is, as noted elsewhere in the Explanatory Statement, expected to be KCL). As noted throughout these Meeting Documents, the precise number of Bridge Loan Shares to be issued to Kinetic or its designee is subject to change in the event of an Adjustment Event.
Bridge Loan Shares	Fully paid ordinary shares in the equity capital of the Company. Once issued, the Company will apply for quotation of all Bridge Loan Shares in accordance with the Listing Rules of ASX and JSE.
Issue Price	US$0.2089 per Bridge Loan Share. See also the definition of Adjustment Event in Schedule 2.
Adjustment Event	Please see the definition of Adjustment Event in Schedule 2.
Security	The Bridge Loan constitutes an unsecured debt obligation of the Company.
Representations and Warranties	Standard for an agreement of the nature of the Bridge Loan Agreement.
Event of Default	Standard for an agreement of the nature of the Bridge Loan Agreement.

Indemnity	The Company agrees to indemnify and hold harmless Kinetic and each of its affiliates, directors, officers, agents and assigns (collectively, the Indemnitees) from and against any and all losses, damages, liabilities, claims, proceedings, costs and expenses (including without limitation reasonable attorney's fees and other professional fees and expenses incurred in the investigation, collection, legal proceedings, arbitration, enforcement, prosecution and defence of claims and amounts paid in settlement, fines or penalties, taxes payable by such person by reason of the indemnification) suffered by any of the Indemnitees, as a result of, or based upon or arising from any inaccuracy in, or breach or non-performance of any of the representations, warranties, covenants or agreements made by the Company.

SCHEDULE 2 – SUBSCRIPTION AGREEMENT

The principal terms of the Subscription Agreement are set out below.

Date	The Subscription Agreement is dated 13 August 2026.
Parties	The Subscription Agreement is between Kinetic Development Group Limited as subscriber of the Bridge Loan Shares and the Subscription Shares and MC Mining Limited as issuer of those Shares.
Subscription Commitment	Kinetic has committed to subscribe for a total of US$16 million in Bridge Loan Shares and Subscription Shares with the first US$8 million of that commitment to be satisfied by way of set-off against the principal amount of the Bridge Loan. The satisfaction of the two-tranche funding commitment the subject of the Subscription Agreement is expected to result in the issue of a total of 76,591,672 Shares to Kinetic or its designee (which is, as noted elsewhere in the Explanatory Statement, expected to be KCL). As noted throughout these Meeting Documents, the precise number of Subscription Shares to be issued to Kinetic or its designee under the Subscription Agreement is subject to change in the event of an Adjustment Event.
Permitted Use	The Company must only use the amount raised under the Subscription Agreement to repay the Bridge Loan (i.e. by way of set-off as noted above) and to fund the Company's business operations and its working capital requirements, in accordance with an agreed cash flow forecast.
Subscription Shares	Fully paid ordinary shares in the equity capital of the Company. Once issued, the Company will apply for quotation of all Subscription Shares in accordance with the Listing Rules of ASX and JSE and will do all things necessary to ensure the Subscription Shares are freely tradeable.
Issue Price	US$0.2089 per Subscription Share. See also the definition of Adjustment Event below.
Adjustment Event	The Issue Price of US$0.2089 is subject to adjustment in accordance with the Listing Rules to reflect any subdivision, consolidation, bonus issue or rights issue of Shares that occurs after the date of the Subscription Agreement and on or before the date of issue of the Bridge Loan Shares and Subscription Shares.
Representations and Warranties	Standard for an agreement of the nature of the Subscription Agreement.
Material Adverse Effect	Standard for an agreement of the nature of the Subscription Agreement.
Conditions Precedent	In addition to the receipt of Shareholder approval for the purposes of item 7 of section 611 of the Corporations Act, the following conditions must be satisfied before Kinetic is required to subscribe for the Bridge Loan Shares and the Subscription Shares.

The Conditions Precedent referred to herein are applicable to the issue of the Bridge Loan Shares and the Subscription Shares unless stated otherwise.

Representations and Warranties True and Correct

The representations and warranties of the Company contained in the Subscription Agreement are true, correct and complete on and as of the date of the Subscription Agreement and on the date on which the Bridge Loan Shares or the Subscription Shares are issued.

Performance of Obligations

The Company has performed and complied with all of its obligations under the Subscription Agreement that are required to be performed or complied with on or before the date on which the Bridge Loan Shares or the Subscription Shares are issued.

Cash Flow Forecast

The Investor must have received and approved a cash flow forecast (**Cash Flow Forecast**) and any other documents or materials reasonably requested by Kinetic, each in form and substance satisfactory to the Kinetic, and the Company must have demonstrated, to Kinetic's reasonable satisfaction, that the amount, purpose, and the proposed timing for the payment, of the funds being used are necessary by reference to the Cash Flow Forecast.

No Material Adverse Effect

There must not have been any event which had a Material Adverse Effect on the Company or on the ability of the Company to consummate the transactions contemplated under the Subscription Agreement.

No Event of Default

No Event of Default (as that term is defined in the Bridge Loan Agreement) has occurred or is continuing.

This Condition Precedent is only applicable to the issue of the Bridge Loan Shares.

Makhado Project

In addition to the above referred Conditions Precedent (save for the "No Event of Default" Condition Precedent which is only applicable to the issue of the Bridge Loan Shares), the issue of the Subscription Shares is also contingent on:

- the Makhado Project having commenced production;
- Kinetic being satisfied, in its reasonable opinion, with (a) the Company's operating performance and overall operational status (b) the progress and status of the Company's construction and engineering activities (c) the application and use of the proceeds from the issue of the Bridge Loan Share and (d) the Company's updated business plan and the updated Cash Flow Forecast; and
- any other conditions that the Investor may deem relevant and necessary.

Indemnity	The Company agrees to indemnify and hold harmless Kinetic and each of its affiliates, directors, officers, agents and assigns (collectively, the **Indemnitees**) from and against any and all losses, damages, liabilities, claims, proceedings, costs and expenses (including without limitation reasonable attorney's fees and other professional fees and expenses incurred in the investigation, collection, legal proceedings, arbitration, enforcement, prosecution and defence of claims and amounts paid in settlement, fines or penalties, taxes payable by such person by reason of the indemnification) suffered by any of the Indemnitees, as a result of, or based upon or arising from any inaccuracy in, or breach or non-performance of any of the representations, warranties, covenants or agreements made by the Company.

SCHEDULE 3 – NOTE PURCHASE AGREEMENTS

The principal terms of the Kinetic Note Purchase Agreement and the Eagle Canyon Note Purchase Agreement are set out below. Unless stated otherwise, the terms of each agreement are substantially the same in material respects.

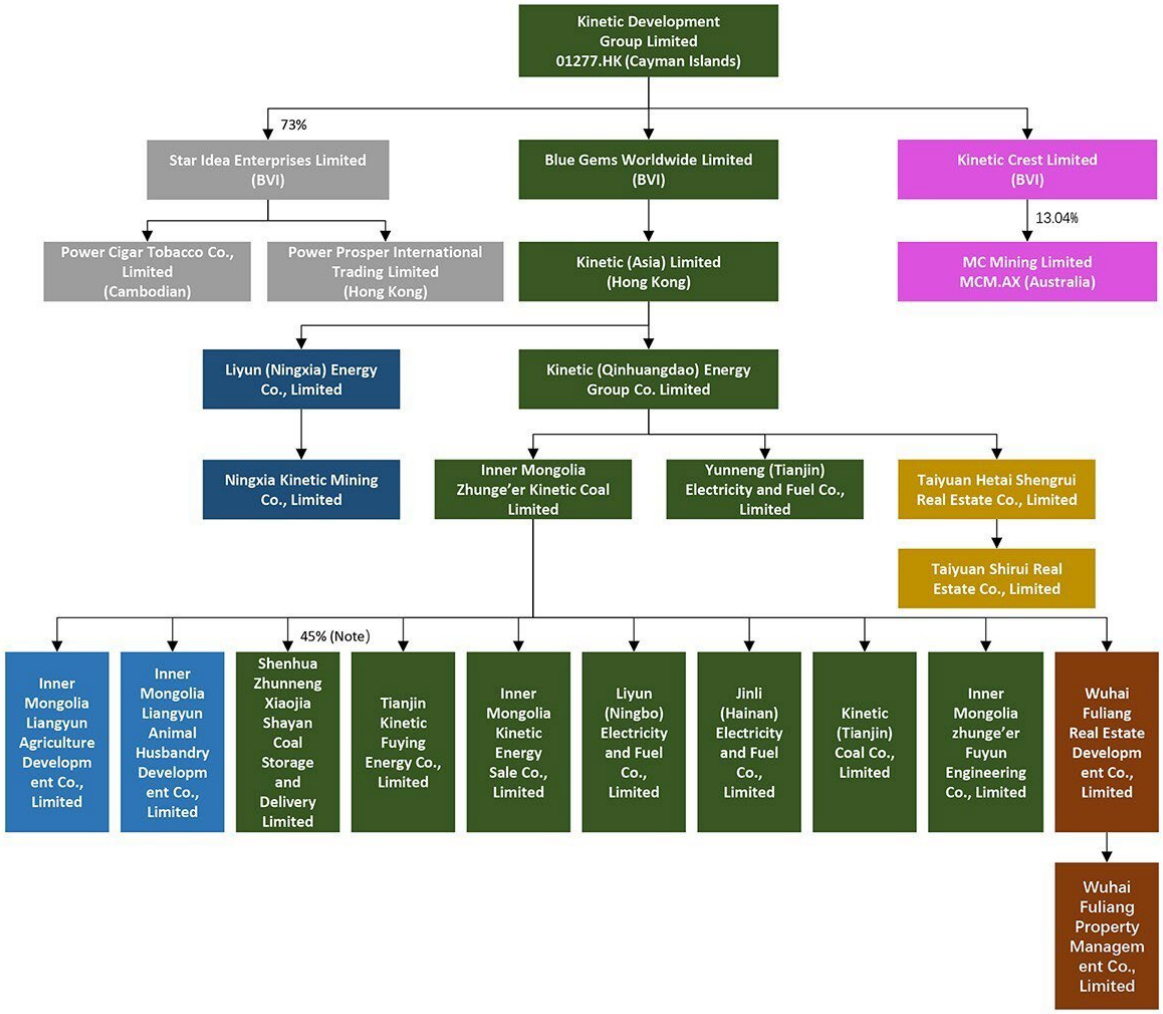
Date	The Kinetic Note Purchase Agreement is dated 10 June 2026. The Eagle Canyon Purchase Agreement is dated 10 June 2026.
Parties	The Kinetic Note Purchase Agreement is between Kinetic Development Group Limited (Kinetic) and MC Mining Limited (Company). The Eagle Canyon Note Purchase Agreement is between Eagle Canyon International Group Holding Limited and the Company.
Commitment	Under the Kinetic Note Purchase Agreement, Kinetic has committed to provide a total of US$6,136,000 in funding to the Company through the subscription and issuance of Promissory Notes. Under the Eagle Canyon Note Purchase Agreement, Eagle Canyon has committed to provide a total of US$3,800,000 in funding to the Company through the subscription and issuance of Promissory Notes.
Promissory Notes	Has the meaning given in the Explanatory Statement and in Schedule 4 to the Explanatory Statement.
Call	The Company may call funds by delivering utilization requests during the period from the agreement date through September 30, 2026, with calls proportionate to the commitments by the Kinetic and Eagle Canyon relative to the total funding commitments. Each utilization request must include information on the intended application of funds and reference a cash flow forecast. Upon receipt of a valid request and satisfaction of conditions, Kinetic and Eagle Canyon will wire the requested funds to the Company's bank account.
Representations and Warranties	Standard for an agreement of the nature of the Note Purchase Agreement.
Indemnity	The Company agrees to indemnify and hold harmless each of Kinetic and Eagle Canyon and each of their respective affiliates, directors, officers, agents and assigns (collectively, the Investor Indemnitees) from and against any and all losses, damages, liabilities, claims, proceedings, costs and expenses (including without limitation reasonable attorney's fees and other professional fees and expenses incurred in the investigation, collection, legal proceedings, arbitration, enforcement, prosecution and defence of claims and amounts paid in settlement, fines or penalties, taxes payable by such person by reason of the indemnification) suffered by any of the Investor Indemnitees, as a result of, or based upon or arising from any inaccuracy in, or breach or non-performance of any of the representations, warranties, covenants or agreements made by the Company.

SCHEDULE 4 – PROMISSORY NOTES

The principal terms of the Promissory Notes are set out below. Other than with respect to the aggregate amount repayable, the Promissory Notes issued to Kinetic and Eagle Canyon have precisely the same terms.

Promissory Note	Each drawdown will result in the issue of one or more promissory notes (each, a **Promissory Note**), the aggregate principal value of which will bear interest at the Interest Rate.
Repayment	Each Promissory Note matures twelve months after the Initial Closing Date (which was 17 June 2026), by which time the Company must repay the Amount Outstanding in cash if not converted. Payments are to be made in US dollars via wire transfer to the bank account specified by Kinetic and Eagle Canyon.
Interest	The interest rate is equal to the sum of the Reserve Bank of Australia's publicly quoted business rate loan for medium businesses, plus 3.0% per annum, compounded monthly.
Conversion	The Amount Outstanding (as that term is defined in the Explanatory Statement) may, at the election of Kinetic and Eagle Canyon, be converted into Conversion Shares subject to the receipt of MC Mining shareholder approval. In order to satisfy and extinguish the Amount Outstanding, the Company would be required to issue such number of Conversion Shares as is equivalent to the Amount Outstanding divided by the Issue Price. Conversion must occur in accordance with all legal and regulatory requirements. The Company's approval must be obtained where conversion will result in the relevant lender holding more than 75% of the Company's shares.
Conversion Shares	Fully paid ordinary shares in the equity capital of the Company. Once issued, the Company will apply for quotation of all Conversion Shares in accordance with the Listing Rules of ASX and JSE. As noted throughout these Meeting Documents, the precise number of Kinetic Conversion Shares to be issued to Kinetic or its designee is subject to change in the event of an Adjustment Event.
Issue Price	US$0.2089 per Conversion Share. See also the definition of Adjustment Event below.
Adjustment Event	The Issue Price of US$0.2089 is subject to adjustment in accordance with the Listing Rules to reflect any subdivision, consolidation, bonus issue or rights issue of Shares that occurs after the date on which the Promissory Notes are issued and on or before the date on which the Kinetic Conversion Shares are issued.
Security	The Promissory Notes constitute unsecured debt obligations of the Company.

SCHEDULE 5 – KINETIC STRUCTURE DIAGRAM



Note: Shenhua Zhunge'er Resources is the holder of the remaining 55% of the equity interest in Xiaojia JV.

SCHEDULE 6 – RIGHTS AND LIABILITIES OF SHARES

The rights and liabilities attaching to the Bridge Loan Shares, the Subscription Shares, the Kinetic Conversion Shares and the Eagle Canyon Shares (each of which is a "Share") arise from a combination of the Company's constitution (**Constitution**), statute, the Listing Rules and the general law. A summary of the significant rights, liabilities and obligations attaching to these Shares and a description of other material provisions of the Constitution are set out below.

Powers generally	The Directors are responsible for managing the business of the Company and may exercise all powers of the Company which are not required by the Corporations Act, the Constitution or the Listing Rules to be exercised by the Company in a general meeting.
Voting at a general meeting	At a general meeting of the Company, every Shareholder present in person or by proxy, representative or attorney has one vote on a show of hands and, on a poll, one vote for each fully paid Share held by the Shareholder.
Meetings of members	Each Shareholder is entitled to receive notice of, attend and vote at, meetings of the Company and to receive all notices, accounts and other documents required to be sent to Shareholders under the Corporations Act, the Listing Rules or the Constitution. At least 28 days written notice of a meeting of members must be given individually to each member (whether or not the member is entitled to vote at the meeting), each Director and to the auditor.
Transfer of Shares	Subject to the Corporations Act, Shares may be transferred by a proper transfer effected in accordance with the Listing Rules or the operating rules of ASX. The Board may refuse to register a transfer of Shares in any of the permitted circumstances described in the Listing Rules and/or the operating rules of ASX.
Issue of Shares	Subject to the Corporations Act and the Listing Rules, the Board may, on behalf of the Company, issue, grant options over or otherwise dispose of unissued Shares to any person on the terms, with the rights, and at the times that the Board decides.
Winding up	Subject to the terms of issue of Shares, the surplus assets of the Company remaining after payment of its debts are divisible among the members in proportion to the number of fully paid ordinary Shares held by them. If the Company is wound up, the liquidator may, with the sanction of a special resolution: • divide the assets of the Company among the members in kind; • for that purpose fix the value of assets and decide how the division is to be carried out as between the members and different classes of members; and vest assets of the Company in trustees of any trusts for the benefit of the members as the liquidator thinks appropriate.
Appointment and rotation of Directors	The Directors may also appoint a person qualified to be a Director to fill a casual vacancy on the Board or as an addition to the existing Directors, who will then hold office until the next annual general meeting of the Company.

	Directors are elected at general meetings of the Company. Retirement will occur on a rotational basis so that no Director (excluding the managing Director) holds office without re-election beyond the third annual general meeting following the meeting at which the Director was last elected or 3 years, whichever is longer.
Majorities	A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. If an equal number of votes is cast for and against a resolution: • the chairman of the meeting has a second or casting vote unless only 2 Directors are entitled to vote or the chairman of the meeting is not entitled to vote; and • if the chairman does not have a second or casting vote the matter is decided in the negative.
Remuneration	The Directors (other than an executive Director) are entitled to be paid, out of the funds of the Company, an amount of remuneration which: • does not: o in any year exceed in aggregate of the amount last fixed by ordinary resolution; or o consist of a commission on or percentage of profits or operating revenue; and • is allocated among them: o on an equal basis having regard to the proportion of the relevant year for which each Director held office; or o as otherwise decided by the Board; and • is provided in the manner the Board decides, which may include provision of non-cash benefits. If a Director, at the request of the Board and for the purposes of the Company, performs extra services or makes special exertions (including going or living away from the Director's usual residential address), the Company may pay that Director a fixed sum set by the Board for doing so. Remuneration under this rule may be either in addition to or in substitution for any remuneration to which that Director is otherwise entitled.
Indemnities	Subject to and so far as permitted by law: • the Company must, to the extent the person is not otherwise indemnified, indemnify every officer of the Company and its wholly owned subsidiaries and may indemnify its auditor against a liability incurred as such an officer or auditor to a person (other than the Company or a related body corporate) including a liability incurred as a result of appointment or nomination by the Company or subsidiary as trustee or as an officer of another corporation, unless the liability arises out of conduct involving a lack of good faith; and • the Company must make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or employee or auditor in defending an action for a liability incurred as such an officer, employee or auditor or in resisting or responding to actions taken by a government agency or a liquidator.

Insurance	Subject to the law, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.
Further information	Further details of the rights and liabilities attaching to the Shares are set out in the Constitution, a copy of which is available by emailing the Company's Company Secretary by email at bill.pavlovski@mcmining.co.za.

ANNEXURES TO THE EXPLANATORY STATEMENT

A	Proxy form
B	Bridge Loan Market Release
C	Promissory Note Market Release
D	Independent Expert's Report

Annexure A

MC Mining Limited

ABN 98 008 905 388

Need assistance?

Phone:
1300 850 505 (within Australia)
+61 3 9415 4000 (outside Australia)

Online:
www.investorcentre.com/contact

YOUR VOTE IS IMPORTANT

For your proxy appointment to be effective it must be received by **4 p.m. (AWST) on Saturday, 28 November 2026.**

Proxy Form

How to Vote on Items of Business

All your securities will be voted in accordance with your directions.

APPOINTMENT OF PROXY

Voting 100% of your holding: Direct your proxy how to vote by marking one of the boxes opposite each item of business. If you do not mark a box your proxy may vote or abstain as they choose (to the extent permitted by law). If you mark more than one box on an item your vote will be invalid on that item.

Voting a portion of your holding: Indicate a portion of your voting rights by inserting the percentage or number of securities you wish to vote in the For, Against or Abstain box or boxes. The sum of the votes cast must not exceed your voting entitlement or 100%.

Appointing a second proxy: You are entitled to appoint up to two proxies to attend the meeting and vote on a poll. If you appoint two proxies you must specify the percentage of votes or number of securities for each proxy, otherwise each proxy may exercise half of the votes. When appointing a second proxy write both names and the percentage of votes or number of securities for each in Step 1 overleaf.

A proxy need not be a securityholder of the Company.

SIGNING INSTRUCTIONS FOR POSTAL FORMS

Individual: Where the holding is in one name, the securityholder must sign.

Joint Holding: Where the holding is in more than one name, all of the securityholders should sign.

Power of Attorney: If you have not already lodged the Power of Attorney with the registry, please attach a certified photocopy of the Power of Attorney to this form when you return it.

Companies: Where the company has a Sole Director who is also the Sole Company Secretary, this form must be signed by that person. If the company (pursuant to section 204A of the Corporations Act 2001) does not have a Company Secretary, a Sole Director can also sign alone. Otherwise this form must be signed by a Director jointly with either another Director or a Company Secretary. Please sign in the appropriate place to indicate the office held. Delete titles as applicable.

PARTICIPATING IN THE MEETING

Corporate Representative
If a representative of a corporate securityholder or proxy is to participate in the meeting you will need to provide the appropriate "Appointment of Corporate Representative". A form may be obtained from Computershare or online at www.investorcentre.com/au and select "Printable Forms".

Lodge your Proxy Form:

Online:

Lodge your vote online at www.investorvote.com.au using your secure access information or use your mobile device to scan the personalised QR code.

Your secure access information is

Control Number: 189464

SRN/HIN:

For Intermediary Online subscribers (custodians) go to www.intermediaryonline.com

By Mail:

Computershare Investor Services Pty Limited
GPO Box 242
Melbourne VIC 3001
Australia

By Fax:

1800 783 447 within Australia or
+61 3 9473 2555 outside Australia

PLEASE NOTE: For security reasons it is important that you keep your SRN/HIN confidential.

You may elect to receive meeting-related documents, or request a particular one, in electronic or physical form and may elect not to receive annual reports. To do so, contact Computershare.

SAMPLE ONLY

☐ **Change of address.** If incorrect, mark this box and make the correction in the space to the left. Securityholders sponsored by a broker (reference number commences with '**X**') should advise your broker of any changes.

Proxy Form

Please mark ☒ to indicate your directions

Step 1 Appoint a Proxy to Vote on Your Behalf

I/We being a member/s of MC Mining Limited hereby appoint

☐ **the Chairman of the Meeting** **OR** _____

PLEASE NOTE: Leave this box blank if you have selected the Chairman of the Meeting. Do not insert your own name(s).

or failing the individual or body corporate named, or if no individual or body corporate is named, the Chairman of the Meeting, as my/our proxy to act generally at the meeting on my/our behalf and to vote in accordance with the following directions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) at the Annual General Meeting of MC Mining Limited to be held at the offices of MC Mining Limited, Ground Floor, Greystone Building, Fourways Golf Park, Roos Street, Fourways 2191, South Africa on Monday, 30 November 2026 at 10 a.m. (Johannesburg time) and at any adjournment or postponement of that meeting.

Chairman authorised to exercise undirected proxies on remuneration related resolutions: Where I/we have appointed the Chairman of the Meeting as my/our proxy (or the Chairman becomes my/our proxy by default), I/we expressly authorise the Chairman to exercise my/our proxy on Resolution 1 (except where I/we have indicated a different voting intention in step 2) even though Resolution 1 is connected directly or indirectly with the remuneration of a member of key management personnel, which includes the Chairman.

Important Note: If the Chairman of the Meeting is (or becomes) your proxy you can direct the Chairman to vote for or against or abstain from voting on Resolution 1 by marking the appropriate box in step 2.

Step 2 Items of Business

PLEASE NOTE: If you mark the **Abstain** box for an item, you are directing your proxy not to vote on your behalf on a show of hands or a poll and your votes will not be counted in computing the required majority.

		For	Against	Abstain
Resolution 1	Non-binding resolution to adopt the Remuneration Report	☐	☐	☐
Resolution 2	Election of Director – Guo Xin	☐	☐	☐
Resolution 3	Election of Director – Mei Zhang	☐	☐	☐
Resolution 4	Election of Director – Sun Qiming	☐	☐	☐
Resolution 5	Approval of 7.1A Mandate	☐	☐	☐
Resolution 6	Approval for Acquisition of Relevant Interest in Bridge Loan Shares by Kinetic Development Group Limited	☐	☐	☐
Resolution 7	Approval for Acquisition of Relevant Interest in Subscription Shares by Kinetic Development Group Limited	☐	☐	☐
Resolution 8	Approval for Acquisition of Relevant Interest in Kinetic Conversion Shares by Kinetic Development Group Limited	☐	☐	☐

The Chairman of the Meeting intends to vote undirected proxies in favour of each item of business. In exceptional circumstances, the Chairman of the Meeting may change his/her voting intention on any resolution, in which case an ASX announcement will be made.

Step 3 Signature of Securityholder(s)

This section must be completed.

Individual or Securityholder 1	Securityholder 2	Securityholder 3	
			/ /
Sole Director & Sole Company Secretary	Director	Director/Company Secretary	Date

Update your communication details *(Optional)*

By providing your email address, you consent to receive future Notice of Meeting & Proxy communications electronically

Mobile Number	Email Address

SAMPLE ONLY

MC MINING LIMITED

(Incorporated and registered in Australia)
(Registration number: ABN 98 008 905 388)
Share code on the JSE Limited: "MCZ" and ASX: "MCM"
ISIN: AU000000MCM9

FORM OF PROXY – ANNUAL GENERAL MEETING OF SHAREHOLDERS TO BE HELD ON MONDAY, 30 NOVEMBER 2026 AT 10:00 AM (SOUTH AFRICAN TIME)

Only for use by certificated shareholders or dematerialised shareholders of MC Mining Limited who have selected "own-name" registration.

For use by MC Mining shareholders at the Annual General Meeting of shareholders to be held exclusively at the offices of MC Mining Limited, Ground Floor, Greystone Building, Fourways Golf Park, Roos Street, Fourways, 2191 on Monday, 30 November 2026 at 10:00 AM (South African Time) and at any adjournment or postponement of that Meeting.

If you have dematerialised your shares with a Central Securities Depository Participant ("CSD Participant") or broker and have not selected "own-name" registration, you must arrange with your CSD Participant or broker to provide you with the necessary letter of representation to attend the Annual General Meeting or you must instruct them as to how you wish to vote in this regard. This must be done in terms of the agreement entered between you and the CSD Participant or broker.

I/We (Names in full – please print)

of (address – please print):

being the holder of ☐ shares in MC Mining hereby appoint:

1. of or failing him/her,

2. of or failing him/her,

or if no person is named, the Chairman of the Meeting, as my/our proxy to attend and vote for me/us at the Annual General Meeting of shareholders to be held exclusively at the offices of MC Mining Limited, Ground Floor, Greystone Building, Fourways Golf Park, Roos Street, Fourways, 2191 on Monday, 30 November 2026 at 10:00 AM (South African Time) and at any adjournment or postponement of that Meeting and at any adjournment or postponement thereof, and, if deemed fit, passing, with or without modification, the resolutions to be proposed thereat in accordance with the following instructions (or if no directions have been given, and to the extent permitted by law, as the proxy sees fit) (see notes). The Explanatory Memorandum that accompanies and forms part of this Notice of Annual General Meeting describes the matters to be considered at the Annual General Meeting.

	For	Against	Abstain
Resolution 1 Non-binding resolution to adopt the Remuneration Report			
Resolution 2 Election of Director – Guo Xin			
Resolution 3 Election of Director – Mei Zhang			
Resolution 4 Election of Director – Sun Qiming			
Resolution 5 Approval of Listing Rule 7.1A Mandate			
Resolution 6 Approval of Acquisition of relevant interest in Bridge Loan Shares by Kinetic Development Group Limited			
Resolution 7 Approval of Acquisition of relevant interest in Subscription Shares by Kinetic Development Group Limited			
Resolution 8 Approval of Acquisition of relevant interest in Kinetic Conversion Shares by Kinetic Development Group Limited			

Signed at on 2026

Name

(*In block letters*)

Signature/s

Assisted by me

(*If applicable*)

Full name/s of signatory/ies if signing in a representative capacity

(In block letters and authority to be attached – see note 11)

Notes

(1) Each shareholder is entitled to appoint one or more proxies (none of whom need be a shareholder of MC Mining) to attend, speak, vote or abstain from voting in place of that shareholder at the Annual General Meeting of shareholders.

(2) A shareholder may insert the name of a proxy or the names of two alternative proxies of the shareholder's choice in the space/s provided, with or without deleting "the Chairman of the Meeting," but any such deletion must be initialled by the shareholder. The person whose name stands first on the form of proxy and who is present at the Annual General Meeting of shareholders will be entitled to act as proxy to the exclusion of those whose names follow.

(**3) Forms of proxy must be lodged with or posted to the transfer secretaries, Computershare Investor Services (Proprietary) Limited, Rosebank Towers, 15 Biermann Avenue, Rosebank, 2196, South Africa, (Private Bag X9000, Saxonwold, 2132, South Africa), faxed to +27 11 688-5238 or emailed to Proxy@Computershare.co.za to be received by no later than Friday, 27 November 2026 at 10:00 AM (South African Time).**

(4) The completion and lodging of this form of proxy will not preclude the shareholder from attending the Annual General Meeting and speaking and voting in person to the exclusion of any proxy appointed in terms hereof, should such shareholder wish to do so.

(5) **If the signatory does not indicate in the appropriate place on the face hereof how he/she wishes to vote in respect of any resolutions, his/her proxy shall be entitled to vote as he/she deems fit in respect of that resolution. The Chairman intends to vote all available undirected proxies in favour of all Resolutions.**

(6) The Chairman of the Meeting shall be entitled to decline to accept the authority of a person signing this form of proxy:

– under a power of attorney; or

– on behalf of a company.

unless the power of attorney or authority is deposited at the office of MC Mining's transfer secretaries, not less than 48 hours before the time appointed for the holding of the Annual General Meeting.

(7) The Chairman of the Meeting may reject or accept any form of proxy, which is completed and/or received other than in accordance with these notes, provided that the Chairman is satisfied as to the way the shareholder concerned wishes to vote.

(8) Subject to note (2) above, a deletion of any printed matter and the completion of any blank spaces need not be signed or initialled. Any alterations must be signed, not initialled.

(9) If the shareholding is not indicated on the form of proxy, the proxy will be deemed to be authorised to vote the total shareholding registered in the shareholder's name.

(10) A vote given in terms of an instrument of proxy shall be valid in relation to the Annual General Meeting, notwithstanding the death of the person granting it, or the revocation of the proxy, or the transfer of the shares in MC Mining in respect of which the vote is given, unless an intimation in writing of such death, revocation or transfer is received by the transfer secretaries no less than 48 hours before the commencement of the Annual General Meeting.

(11) Documentary evidence establishing the authority of a person signing this form of proxy in a representative capacity (e.g., for a company, close corporation, trust, pension fund, deceased estate, etc.) must be attached to this form of proxy unless previously recorded by MC Mining or its transfer secretaries or waived by the Chairman of the Meeting.

(12) Where this form of proxy is signed under power of attorney, such power of attorney must accompany this form of proxy, unless it has previously been registered with MC Mining or the transfer secretaries.

(13) Where there are joint holders of shares and if more than one such joint holder is present or represented thereat, then the person whose name appears first in the register of such shares or his/her proxy shall alone be entitled to vote in respect thereof.

(14) Where shares are held jointly, all joint holders are required to sign.

(15) A minor must be assisted by his/her parent or guardian, unless the relevant documents establishing his/her legal capacity are produced or have been registered by the transfer secretaries of MC Mining.

(16) Dematerialised shareholders who have not selected "own-name" registration and who wish to attend the Annual General Meeting or to vote by way of proxy, must advise their CSD Participant or broker who will issue the necessary letter of representation in writing, for a dematerialised shareholder or proxy to do so.

Transfer Secretaries
Computershare Investor Services (Proprietary) Limited
Reg. No. 2004/003647/07
Proxy Dept. Private Bag X9000, Saxonwold, 2132, South Africa
Fax: +27 11 688-5238
Email: Proxy@Computershare.co.za

CORRECTION TO ANNOUNCEMENT **13 August 2026**

MC Mining Limited (the Company) refers to its announcement released on the market announcements platform earlier today, 13 August 2026, regarding the Loan Agreement and Share Subscription Agreement entered into with Kinetic Development Group Limited (KDG).

The Company advises that the announcement contained an error regarding the date on which the Loan Agreement and the Share Subscription Agreement were entered into. The announcement stated that these agreements were entered into "on 12 August 2026". This is incorrect. The Loan Agreement and the Share Subscription Agreement were in fact entered into on 13 August 2026.

No other content of the announcement is affected, and all key terms of the Transaction, including the bridge loan and share subscription arrangements, remain as previously disclosed.

The Company apologises for any inconvenience this may have caused and confirms that this correction has been approved for release by the Company's Board of Directors.

Yours faithfully

Bill Pavlovski

Company Secretary

MC Mining Limited

ABOUT MC MINING LIMITED

MC Mining is an ASX/JSE-listed coal exploration, development and mining company operating in South Africa. MC Mining's key projects include the Uitkomst Colliery (metallurgical and thermal coal), Makhado Project (hard coking coal), Vele Colliery (semi-soft coking and thermal coal), and the Greater Soutpansberg Projects (coking and thermal coal).

ANNOUNCEMENT **13 August 2026**

MC MINING SECURES US$16 MILLION OF FURTHER CAPITAL SUPPORT FROM KINETIC DEVELOPMENT GROUP THROUGH A US$8 MILLION BRIDGE LOAN AND ADDITIONAL SHARE SUBSCRIPTION

MC Mining Limited (**MC Mining** or the **Company**) is pleased to announce that, on 13 August 2026, the Company entered into a loan agreement (the **Loan Agreement**) and a share subscription agreement (the **Share Subscription Agreement**) with its controlling shareholder, Kinetic Development Group Limited (**KDG**), pursuant to which KDG will provide the Company with capital support of up to US$16,000,000 in aggregate (together, the **Transaction**).

The Transaction comprises an unsecured bridge loan of US$8,000,000, to be advanced to the Company shortly following satisfaction of the conditions precedent to drawdown, and a subscription by KDG (or by a wholly-owned subsidiary of KDG nominated by it) for new fully paid ordinary shares in the Company (**Shares**) for an aggregate subscription amount of US$16,000,000, to be subscribed in two equal tranches, at an issue price of US$0.2089 per Share (subject to adjustment in accordance with the ASX Listing Rules to reflect any subdivision, consolidation, bonus issue or rights issue of Shares occurring after the date of the Share Subscription Agreement). The bridge loan provides the Company with immediate access to working capital in advance of the shareholder meeting at which approval of the share subscription will be sought.

BACKGROUND

Shareholders are referred to the Company's announcement dated 5 May 2026, in which the Company confirmed completion of the staged subscription programme by KDG (through its wholly-owned special purpose vehicle, Kinetic Crest) and that, with effect from 22 April 2026, KDG became the controlling shareholder of MC Mining, holding 51.00% of the Company's ordinary shares on a fully diluted basis.

Shareholders are further referred to the Company's previous announcements in relation to the on going convertible loan note programme under which the Company was funded in the aggregate amount of US$9,936,000 (the **Convertible Loan Note Programme**), comprising US$6,136,000 committed by KDG and US$3,800,000 committed by Eagle Canyon International Group Holding (Hong Kong) Limited (**Eagle Canyon**).

The Transaction constitutes new and additional funding. It is not a variation, refinancing or extension of the Convertible Loan Note Programme or of any convertible promissory note issued under it.

KEY TERMS OF THE BRIDGE LOAN

Lender	Kinetic Development Group Limited.
Borrower	MC Mining Limited.
Principal amount	US$8,000,000, unsecured.
Interest	The aggregate of the Australian Reserve Bank Rate (being the publicly quoted outstanding business loan rate for medium business published by the Reserve Bank of Australia from time to time) and a margin of 3.00% per annum, compounded monthly in arrears on a 365-day basis.
Drawdown	Within five business days of satisfaction or waiver of the conditions precedent, being (i) delivery to KDG of a duly executed voting intention statement from shareholders of the Company holding, in aggregate, not less than 25% of the issued share capital of the Company, and (ii) completion of all corporate proceedings in connection with the loan. If those conditions precedent are not satisfied, or waived in writing by KDG, within five business days of the date of the Loan Agreement, KDG may by written notice elect not to advance the loan and terminate the Loan Agreement.
Repayment	The entire loan and all interest accrued on it must be repaid on or before the date falling three months after the drawdown date, or such later date as KDG may determine in writing in its sole discretion. If the first closing under the Share Subscription Agreement occurs before that date, the outstanding principal amount is instead applied by way of set-off as described below.

Application of principal	At the first closing under the Share Subscription Agreement, the outstanding principal amount of the bridge loan is to be applied by way of set-off in satisfaction and discharge in full of KDG's obligation to pay the first tranche subscription price of US$8,000,000, and no cash payment is required from KDG in respect of the first closing. Interest accrued on the bridge loan up to the first closing is payable in cash by the Company to KDG at the first closing, and does not form part of, and is not applied against, the subscription price.
Use of proceeds	Business operations and working capital requirements of the Company and its subsidiaries, in accordance with the permitted purpose and the agreed cash flow forecast.

KEY TERMS OF THE SHARE SUBSCRIPTION

Investor	Kinetic Development Group Limited.
Subscription amount	US$16,000,000 in aggregate, to be subscribed in two equal tranches of US$8,000,000.
Issue price	US$0.2089 per Share.
Number of Shares	76,591,672 new fully paid ordinary Shares in aggregate, comprising 38,295,836 Shares at the first closing and 38,295,836 Shares at the second closing, in each case subject to adjustment as described above. The Shares may be issued to KDG or to a wholly-owned subsidiary of KDG nominated by it (which may be Kinetic Crest Limited), notified to the Company at least three business days before the relevant closing.

Settlement	The first tranche subscription price of US$8,000,000 is to be satisfied and discharged in full by way of set-off against the outstanding principal amount of the bridge loan. The second tranche subscription price of US$8,000,000 is to be paid by KDG in cash at the second closing.
Conditions	Customary conditions precedent to each closing, including receipt of the requisite shareholder approvals, delivery of a cash flow forecast in form and substance satisfactory to KDG, and no material adverse change. The conditions relating to receipt of the shareholder approvals and to the Company's performance of its obligations may not be waived. The first closing is additionally conditional upon the Company having lodged this announcement with the ASX and the JSE on the date of the Share Subscription Agreement, and upon no event of default having occurred or continuing under the Loan Agreement. The second tranche is additionally conditional upon, among other things, the Makhado Project having commenced production and KDG being satisfied with the Company's operating performance, project progress, application of the first tranche proceeds and updated business plan and cash flow forecast. The second closing is also subject to any other conditions that KDG may deem relevant and necessary.
Shareholder approval	No Shares may be allotted or issued to KDG, whether in satisfaction of the bridge loan or on completion of the share subscription, unless and until the Company has obtained the shareholder approvals described below. The Share Subscription Agreement provides that this condition may not be waived.

Termination	Either party may terminate the Share Subscription Agreement if drawdown of the bridge loan has not occurred on or before 16 August 2026, or if the first closing has not been completed on or before the expiry of the term of the bridge loan, provided that the Company may not terminate where drawdown or the first closing fails to occur for reasons attributable to the Company.
Costs	The Company will reimburse KDG's reasonable and documented legal costs up to a maximum of US$125,000.

USE OF PROCEEDS

The proceeds of the bridge loan and of the second tranche of the share subscription (the first tranche subscription price being satisfied by way of set-off, so that no cash proceeds arise at the first closing) will be applied towards the business operations and working capital requirements of the Company and its subsidiaries in accordance with the cash flow forecast agreed with KDG, including the continued development and commissioning of the Makhado Project and the sustainability of the Company's other operations.

SHAREHOLDER APPROVALS AND REGULATORY MATTERS

KDG is a related party of the Company for the purposes of Chapter 2E of the Australian *Corporations Act 2001* (Cth) (the **Corporations Act**), a person in a position of influence for the purposes of Listing Rule 10.11 of the ASX Listing Rules, and a related party for the purposes of Section 10 of the JSE Listings Requirements. The issue of Shares to KDG accordingly requires the prior approval of shareholders under section 208 of the Corporations Act and Listing Rule 10.11, and compliance with Section 10 of the JSE Listings Requirements.

In addition, the issue of Shares to KDG will increase KDG's voting power in the Company beyond that permitted by section 606 of the Corporations Act. The issue therefore also requires the approval of the Company's non-associated shareholders under item 7 of section 611 of the Corporations Act, supported by an independent expert's report prepared in accordance with ASIC Regulatory Guides 74, 111 and 112, and by such fairness opinion as may be required under the JSE Listings Requirements.

The Company will convene a general meeting of shareholders to consider the necessary resolutions. Under the Share Subscription Agreement, the Company has agreed to prepare the notice of meeting and all ancillary materials (including the independent expert's report) no later than 30 days after the drawdown date, to provide an advanced draft of the notice of meeting to ASIC for review no later than

45 days after the drawdown date, and to hold the meeting and obtain the shareholder approvals within 90 days after the drawdown date. KDG and its associates will be excluded from voting on those resolutions in accordance with the applicable voting exclusion requirements. The Board will make a recommendation to shareholders in the notice of meeting and explanatory statement, having regard to the conclusions of the independent expert.

CAUTIONARY STATEMENT

Shareholders are advised that the issue of Shares to KDG under the Share Subscription Agreement is subject to shareholder approval, and that there is no certainty that the requisite approvals will be obtained. Shareholders and potential investors are accordingly advised to exercise caution when dealing in the securities of the Company until a further announcement is made.

This announcement contains certain forward-looking statements, including in relation to the funding, development and commissioning of the Company's projects, which are based on assumptions and expectations that may or may not prove correct. Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

This announcement has been approved by the Company's Board of Directors.

ABOUT MC MINING LIMITED

MC Mining is an ASX/JSE-listed coal exploration, development and mining company operating in South Africa. MC Mining's key projects include the Uitkomst Colliery (metallurgical and thermal coal), Makhado Project (hard coking coal), Vele Colliery (semi-soft coking and thermal coal), and the Greater Soutpansberg Projects (coking and thermal coal).

ANNOUNCEMENT **11 June 2026**

MC MINING ENTERS INTO US$9.94 MILLION UNSECURED CONVERTIBLE PROMISSORY NOTE FUNDING ARRANGEMENTS WITH KINETIC DEVELOPMENT GROUP AND EAGLE CANYON

MC Mining Limited (ASX/JSE: MCM) (MC Mining or the **Company**) is pleased to announce that the Company has entered into binding agreements with each of **Kinetic Development Group Limited** (**KDG**), the Company's controlling shareholder, and **Eagle Canyon International Group Holding (Hong Kong) Limited** (**Eagle Canyon**), a significant minority shareholder of the Company, pursuant to which KDG and Eagle Canyon have agreed to subscribe for one or more unsecured convertible promissory notes to be issued by the Company for principal amounts of US$6,136,000 and US$3,800,000 respectively, representing a principal amount of US$9,936,000 in aggregate[1] (the **Promissory Note Program**).

The proceeds of the Promissory Note Program will be applied principally towards the continued construction and commissioning of the Company's flagship Makhado hard coking coal project in the Limpopo Province of South Africa (the **Makhado Project**) as set out in more detail below. Funds raised under the Promissory Note Program will also be used to support the Company's general working capital requirements.

KEY TERMS OF THE PROMISSORY NOTE PROGRAM

The Promissory Note Program is documented under two separate but parallel sets of transaction documents, each comprising a Note Purchase Agreement and one or more Convertible Promissory Notes (together, the **Transaction Documents**). The Transaction Documents have been executed outside trading hours on the ASX. The key commercial terms of the Promissory Note Program are summarised below:

- **Investors and principal amounts:** KDG has committed to subscribe for notes in an aggregate principal amount of US$6,136,000, and Eagle Canyon has committed to subscribe for notes in an aggregate principal amount of US$3,800,000, for a combined aggregate principal amount of US$9,936,000.

[1] Equivalent to approximately A$13,800,000 in aggregate based on the prevailing AUD/USD exchange rate of A$1.00:US$0.72 as at the date of this announcement.

- **Drawdown:** The notes may be drawn down by the Company in one or more tranches at any time from signing until 30 September 2026 (excluding such date) (subject to extension by the relevant investor in writing), provided, as is customary for transactions of this nature, that the specific use of funds for each drawdown is acceptable to the relevant investor.
- **Interest:** Interest will accrue on the outstanding principal amount of each note at a rate equal to the aggregate of (i) the Reserve Bank of Australia's publicly quoted outstanding business loan rate for medium business, and (ii) a margin of 3.00% per annum, compounded monthly in arrears based on a 365-day year.
- **Maturity:** Each note will mature, and be repayable in full (to the extent not converted in accordance with its terms), on the date that is twelve (12) months from the date funds were first received by the Company from the relevant investor (**Maturity Date**).
- **Security:** The notes are unsecured and rank *pari passu* with all other unsecured indebtedness of the Company from time to time.
- **Conversion:** Each investor may, at its election, elect to convert all (or any portion) of the outstanding principal amount of its notes (together with any accrued interest thereon) into new fully paid ordinary shares in the capital of the Company on the maturity date, at a fixed conversion price of US$0.2089 per share (subject to customary adjustments for any subdivision, consolidation, bonus issue or rights issue of shares in the Company). The conversion shares, when issued, will rank *pari passu* with the existing ordinary shares of the Company.
- **Conditions to conversion:** The investor's right of conversion is conditional upon, among other things, the receipt by the Company of all necessary shareholder and regulatory approvals and in this connection, the Company has agreed to hold a meeting of its shareholders for this purpose within 1 month and no later than 5 business days prior to the Maturity Date.

USE OF PROCEEDS

The Company intends to apply the proceeds of the Promissory Note Program principally towards the continued construction, commissioning and ramp-up of the Makhado Project, including:

- the completion of the remaining civil works at the Makhado coal handling and preparation plant;

- the continuing development of the open-cut mining operations, including ongoing overburden stripping and associated mining contractor costs;
- the completion of supporting infrastructure, including the 22kV power supply main line, substation equipment, water supply pipelines and ancillary works;
- the commissioning and joint trial operations required for the Makhado Project to transition into stable commercial production; and
- the general working capital requirements of the MC Mining group and the sustainable management of the Company's other South African mining assets, including Uitkomst Colliery and the Vele Colliery.

As is customary for transactions of this nature, the application of proceeds for each note will be authorised and overseen by the investors, and will be monitored on an ongoing basis in accordance with the terms of the Transaction Documents.

GOVERNANCE AND INDEPENDENT BOARD PROCESS

The negotiation, evaluation and recommendation of the Promissory Note Program has been overseen, on behalf of the Board, by an Independent Board Committee (**IBC**) constituted for that purpose, comprising **Dr Steele West** (Non-Executive Director, as Chairman of the IBC) and **Mr Mathews Senosi** (Non-Executive Director, as a member of the IBC), each of whom is independent of KDG, Eagle Canyon and their respective affiliates. The IBC has been advised by K&L Gates as Australian legal counsel to the Company.

SHAREHOLDER APPROVAL

The Company will, within the timeframes required under the Transaction Documents, convene a general meeting of its shareholders to seek the approvals required to permit the conversion of the notes into ordinary shares of the Company.

The required meeting documents will be dispatched to shareholders in due course in accordance with the Corporations Act, the ASX Listing Rules and the JSE Listings Requirements.

In this connection, MC Mining is pleased to confirm that it has received voting intention statements from shareholders representing in excess of 25% of MC Mining's voting shares that they presently intend to vote in favour of all resolutions put to shareholders seeking approval to permit the conversion, in lieu of a cash payment of the same amount, of the total amount due and payable to KDG under the Promissory Note Program on the Maturity Date into new MC Mining shares at the

conversion price of US$0.2089 (subject to customary adjustments for any subdivision, consolidation, bonus issue or rights issue of shares in the Company).

STRATEGIC RATIONALE

The Board considers that the Promissory Note Program will:

- provide the Company with timely, committed and flexible funding to support the continued construction and commissioning of the Makhado Project, the Company's flagship hard coking coal asset, and to bridge the period to first commercial production;
- further demonstrate the strategic alignment and continued financial support of KDG, the Company's controlling shareholder and an established profitable coal producer listed on the Main Board of the Stock Exchange of Hong Kong Limited (Stock Code: 1277);
- continues the participation of Eagle Canyon as a supportive and significant minority shareholder, providing a meaningful endorsement of the Promissory Note Program by a non-controlling shareholder; and
- preserve both the Company's funding flexibility and sustainability.

Further updates on the Promissory Note Program, including the timing of the general meeting of shareholders and operational milestones at the Makhado Project, will be provided to shareholders in due course.

This announcement has been approved by the Company's Board of Directors.

About MC Mining Limited:

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