

ASX Release / 18 December 2025

Underwriting of Expiring Unlisted Options

Funding certainty to support continued exploration, technical and corporate progress

Highlights

- Execution of underwriting agreement for fully underwritten exercise of the 3 cent Options, providing funding certainty and supporting a strengthened cash position
- Underwriting reflects continued support for the Company's strategy and Mt Ridley Project
- Representative drill pulps, coarse rejects and selected drill core collected to support upcoming metallurgical test work and downstream evaluation
- High priority walk up drill targets further refined with appropriate drill spacing considerations to support future JORC compliant resource definition
- Ongoing discussions progressing with multiple external groups regarding metallurgical test work programs for gallium, rare earth elements and scandium

Mount Ridley Mines Limited (ASX: **MRD**) ("**Mount Ridley**" or "the **Company**") is pleased to announce the execution of an underwriting agreement with GBA Capital Pty Ltd (ABN 51 643 039 123) ("GBA" or "Underwriter") ("Underwriting Agreement") pursuant to which GBA has agreed to underwrite the exercise of the MRDAB unlisted 3 cent options expiring at 5:00PM (AWST) on 31 December 2025 ("Options").

The underwriting commitment under the Underwriting Agreement is equal to the total number of Options on issue as at the date of this announcement. The Underwriter will be paid a cash underwriting fee equal to 6% of the total amount underwritten, calculated based on the number of Options on issue at today's date. Upon completion of the underwriting, the Company expects to maintain a strong cash position, providing funding certainty to progress the exploration strategy, metallurgical test work and corporate activities. The Underwriter is not a related party of the Company.

There are currently 59,559,224 Options on issue which remain unexercised, representing a maximum underwriting amount of \$1,786,776 ("Underwritten Amount"). As such, if no Options are exercised prior to expiry, a maximum of 59,559,224 shortfall shares will be issued under the Underwriting Agreement. A summary of the material terms and conditions of the Underwriting Agreement is set out in Annexure A.

Any shortfall shares to be issued pursuant to the Underwriting Agreement are expected to be issued in accordance with ASX Listing Rule 7.2 (Exception 10). As such, the issue of shortfall shares will not require shareholder approval and will not affect the Company's ASX Listing Rule 7.1 capacity.

In parallel with the Option underwriting, the Company has continued to progress several corporate, exploration and technical workstreams across the Mount Ridley Project.

Recent field activities included the collection of representative drill pulps, coarse rejects and selected drill core from the Company's on-site sample storage facility. These samples will support preliminary and early-stage metallurgical test work, characterisation studies and downstream evaluation programs.

Work has progressed on the prioritisation of high priority walk up drill targets across the project area. This includes consideration of appropriate drill spacing and data density to support future JORC compliant resource definition and potential resource expansion.

Separately, the Company continues to advance discussions with multiple external groups regarding potential metallurgical test work programs focused on gallium, rare earth elements and scandium recovery pathways.

These activities form part of the Company's broader strategy to systematically advance exploration, de-risk downstream development options and maintain operational momentum into the new year.

This ASX announcement has been authorised for release by the Board of Mount Ridley Mines Ltd.

For further information, please contact:

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Forward Statement

This news release contains "forward-looking information" within the meaning of applicable securities laws. Generally, any statements that are not historical facts may contain forward-looking information, and forward looking information can be identified by the use of forward-looking terminology such as "plans", "expects" or "does not expect", "is expected", "budget" "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or indicates that certain actions, events or results "may", "could", "would", "might" or "will be" taken, "occur" or "be achieved."

Forward-looking information is based on certain factors and assumptions management believes to be reasonable at the time such statements are made, including but not limited to, continued exploration activities, commodity prices, the estimation of initial and sustaining capital requirements, the estimation of labour costs, the estimation of mineral reserves and resources, assumptions with respect to currency fluctuations, the timing and amount of future exploration and development expenditures, receipt of required regulatory approvals, the availability of necessary financing for the project, permitting and such other assumptions and factors as set out herein.

Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of the Company to be materially different from those expressed or implied by such forward-looking information, including but not limited to: risks related to changes in commodity prices; sources and cost of power and water for the Project; the estimation of initial capital requirements; the lack of historical operations; the estimation of labour costs; general global markets and economic conditions; risks associated with exploration of mineral deposits; the estimation of initial targeted mineral resource tonnage and grade for the project; risks associated with uninsurable risks arising during the course of exploration; risks associated with currency fluctuations; environmental risks; competition faced in securing experienced personnel; access to adequate infrastructure to support exploration activities; risks associated with changes in the mining regulatory regime governing the Company and the Project; completion of the environmental assessment process; risks related to regulatory and permitting delays; risks related to potential conflicts of interest; the reliance on key personnel; financing, capitalisation and liquidity risks including the risk that the financing necessary to fund continued exploration and development activities at the project may not be available on satisfactory terms, or at all; the risk of potential dilution through the issuance of additional common shares of the Company; the risk of litigation.

Although the Company has attempted to identify important factors that cause results not to be as anticipated, estimated or intended, there can be no assurance that such forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. Forward looking information is made as of the date of this announcement and the Company does not undertake to update or revise any forward-looking information this is included herein, except in accordance with applicable securities laws.

Annexure A: Material Terms of Underwriting Agreement

Underwriting	The Underwriter agrees to fully underwrite the exercise of any unexercised options in the Company's existing unquoted class (ASX: MRDAB) (Expiring Options) which are due to expire at 5:00PM (AWST) on 31 December 2025 (Option Expiry Date). Accordingly, the Underwriter will subscribe for that number of Shares as is equal to the number of Options that remain unexercised as at the Option Expiry Date (Shortfall Shares).
Underwriting Commitment	The Underwriter has agreed to subscribe for a maximum number of 59,559,224 Shortfall Shares at \$0.03 per Share for a total subscription of \$1,786,776 (Underwriting Commitment).
Conditions Precedent	<p>The obligations of the Underwriter to subscribe for the Shortfall Shares under the Underwriting Agreement are conditional upon the following conditions being satisfied or waived in accordance with the Underwriting Agreement:</p> <ul style="list-style-type: none"> (a) the Company having given the Underwriter written notice specifying the number of the Shortfall Shares by 5.00pm (WST) on the Shortfall Notification Date (defined in the timetable below); and (b) ASX not indicating to the Company or the Underwriter on or before 10.00am (WST) on the Shortfall Settlement Date (defined in the timetable below) that it will not grant permission for the official quotation of the Shortfall Shares to be issued on the Issue Date (defined in the timetable below), or that it will grant official quotation to the Shortfall Shares subject to terms or conditions which would, in the reasonable opinion of the Underwriter, have a material adverse effect.
Fees	<ul style="list-style-type: none"> (a) Subject to paragraph (b) below, the Company agrees to pay to the Underwriter a cash underwriting fee of 6% of the total Underwriting Commitment as at the date of the Underwriting Agreement, being a fee of \$107,206 (plus GST). (b) In the event the Underwriter is unable to subscribe for Shortfall Shares as a result of the allotment resulting in a breach of the prohibition in section 606 of the Corporations Act, the fee payable to the Underwriter will be reduced proportionately. (c) The underwriting fee referred to in this clause is due and payable to the Underwriter contemporaneously with the Underwriter complying with its obligations to lodge applications for the Shortfall Shares in accordance with the terms of the Underwriting Agreement. To this end, the Company authorises the Underwriter to deduct from the application monies for the Shortfall Shares the underwriting fee due to the Underwriter under this clause.
Events of Termination	<p>If of any one or more of the following events occurs after the date of execution of the Underwriting Agreement (Execution Date) and prior to the Issue Date, the Underwriter may, at any time after becoming aware of that contingency without cost or liability to itself, by notice in writing to the Company, terminate the Underwriting Agreement and be relieved of all its obligations, but no such notice shall operate to the prejudice of any liability of the Underwriter arising out of any prior default by it hereunder. Any delay in giving the notice shall not be treated as a waiver of these rights and a further notice or notices may be given notwithstanding that subsequently the relevant contingency ceases to exist and notwithstanding any activity on the part of the Underwriter which is consistent with the performance by it of its obligations hereunder. The events of termination referred to are:</p> <ul style="list-style-type: none"> (a) proceedings: ASIC or any other person proposes to conduct any enquiry, investigation or proceedings, or to take any regulatory action or to seek any remedy, in connection with the offer of Shortfall Shares to the Underwriter, or publicly foreshadows that it may do so; (b) unable to issue Shortfall Shares: the Company is prevented from allotting and issuing the Shortfall Shares within the time required by the Timetable (set out in the table below), ASX Listing Rules, applicable laws, an order of a court of competent jurisdiction or a governmental agency; (c) no Quotation Approval: the Company fails to lodge an Appendix 2A in relation to the Shortfall Shares with ASX by the time required by the Corporations Act, the Listing Rules or any other regulation;

- (d) **ASIC application:** an order is made under Section 1324B or any other provision of the Corporations Act;
- (e) **indictable offence:** a director of the Company is charged with an indictable offence;
- (f) **Cleansing Statement:** the Company ceases to be capable of issuing, at the date of issue of any Shortfall Shares, a notice under Section 708A(5)(e) of the Corporations Act to allow secondary trading of any Shortfall Shares and does not comply with the requirements of clause 5.4(b); or
- (g) **material events:** any of the following events occur:
 - (i) **default:** default or breach by the Company under the Underwriting Agreement of any terms, condition, covenant or undertaking;
 - (ii) **incorrect or untrue representation:** any representation, warranty or undertaking given by the Company in this Agreement is or becomes untrue or incorrect in a material respect;
 - (iii) **contravention of constitution or Act:** a contravention by a Relevant Company of any provision of its constitution, the Corporations Act, the Listing Rules or any other applicable legislation or any policy or requirement of ASIC or ASX;
 - (iv) **adverse change:** an event occurs which gives rise to a Material Adverse Effect;
 - (v) **misleading information:** any information supplied at any time by the Company or any person on its behalf to the Underwriter in respect of any aspect of the Offer or the affairs of any Related Corporation is or becomes misleading or deceptive or likely to mislead or deceive;
 - (vi) **suspension of debt payments:** the Company suspends payment of its debts generally;
 - (vii) **event of insolvency:** an Event of Insolvency occurs in respect of the Company or a Related Corporation;
 - (viii) **judgment against a relevant Company:** a judgment in an amount exceeding \$50,000 is obtained against the Company or a Related Corporate and is not set aside or satisfied within 5 Business Days;
 - (ix) **litigation:** litigation, arbitration, administrative or industrial proceedings are after the date of the Underwriting Agreement commenced against the Company or a Related Corporation;
 - (x) **Board and senior management composition:** there is a change in the composition of the Board or a change in the senior management of the Company before the date of issue of the Shortfall Shares without the prior written consent of the Underwriter (such consent not to be unreasonably withheld);
 - (xi) **certain resolutions passed:** The Company or a Related Corporation passes or takes any steps to pass a resolution under Section 254N, Section 257A or Section 260B of the Corporations Act or a resolution to amend its constitution without the prior written consent of the Underwriter;
 - (xii) **capital Structure:** the Company or a related corporation alters its capital structure in any manner;
 - (xiii) **licences:** the revocation or forfeiture of any material licence, permit or approval relevant to the Company's exploration activities or interests in such activities.

TIMETABLE	DATE
Option Expiry Date	31 December 2025
Shortfall Notification Date	14 January 2026
Shortfall Settlement Date	16 January 2026
Issue Date	19 January 2026
Expected Date for ASX quotation of Shortfall Shares (on or about)	20 January 2026