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CHINA KINGSTONE MINING HOLDINGS LIMITED

中國金石礦業控股有限公司

(Incorporated in the Cayman Islands and continued in Bermuda with limited liability)

(Stock Code: 1380)

NOTICE OF SPECIAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the special general meeting (the "**SGM**") of China Kingstone Mining Holdings Limited ("**Company**", and together with its subsidiaries, the "**Group**") will be held at Portion 2, 12/F., The Center, 99 Queen's Road Central, Hong Kong on Monday, 10 November 2025 at 3:00 p.m. to consider, if thought fit, passing with or without modification, the following resolutions as ordinary resolutions of the Company.

Unless otherwise defined, capitalised terms used herein shall have the same meanings as those defined in the announcements dated 22 August 2025 and 28 August 2025 of the Company.

ORDINARY RESOLUTIONS

1. "**THAT**:

   (a) the subscription agreement dated 22 August 2025 (the "**Subscription Agreement I**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed I**")) (a copy of which is tabled at the SGM and marked "A" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and An Junjie ("**Subscriber I**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber I, and Subscriber I has conditionally agreed to subscribe for 28,089,888 new shares of the Company (each, a "**Share**") at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

   (b) any one director of the Company (the "**Director(s)**") be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement I (as amended and supplemented by Supplemental Deed I) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 28,089,888 Subscription Shares to Subscriber I, on and subject to the respective terms and conditions of the Subscription Agreement I (as amended and supplemented by Supplemental Deed I), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

2. "**THAT**:

(a) the subscription agreement dated 22 August 2025 (the "**Subscription Agreement II**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed II**")) (a copy of which is tabled at the SGM and marked "B" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and Zeng Yanqun ("**Subscriber II**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber II, and Subscriber II has conditionally agreed to subscribe for 33,707,865 new Shares at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement II (as amended and supplemented by Supplemental Deed II) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 33,707,865 Subscription Shares to Subscriber II, on and subject to the respective terms and conditions of the Subscription Agreement II (as amended and supplemented by Supplemental Deed II), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

3. "**THAT**:

(a) the subscription agreement dated 22 August 2025 (the "**Subscription Agreement III**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed III**")) (a copy of which is tabled at the SGM and marked "C" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and Wang Lina ("**Subscriber III**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber III, and Subscriber III has conditionally agreed to subscribe for 11,235,955 new Shares at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement III (as amended and supplemented by Supplemental Deed III) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 11,235,955 Subscription Shares to Subscriber III, on and subject to the respective terms and conditions of the Subscription Agreement III (as amended and supplemented by Supplemental Deed III), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

4. "**THAT**:

(a) the subscription agreement dated 22 August 2025 (the "**Subscription Agreement IV**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed IV**")) (a copy of which is tabled at the SGM and marked "D" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and Qi Fang ("**Subscriber IV**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber IV, and Subscriber IV has conditionally agreed to subscribe for 5,617,978 new Shares at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement IV (as amended and supplemented by Supplemental Deed IV) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 5,617,978 Subscription Shares to Subscriber IV, on and subject to the respective terms and conditions of the Subscription Agreement IV (as amended and supplemented by Supplemental Deed IV), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

5. "**THAT**:

(a) the subscription agreement dated 22 August 2025 (the "**Subscription Agreement V**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed V**")) (a copy of which is tabled at the SGM and marked "E" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and Zhou Zicheng ("**Subscriber V**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber V, and Subscriber V has conditionally agreed to subscribe for 5,617,978 new Shares at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement V (as amended and supplemented by Supplemental Deed V) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 5,617,978 Subscription Shares to Subscriber V, on and subject to the respective terms and conditions of the Subscription Agreement V (as amended and supplemented by Supplemental Deed V), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

6. "**THAT**:

(a) the subscription agreement dated 22 August 2025 (the "**Subscription Agreement VI**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed VI**")) (a copy of which is tabled at the SGM and marked "F" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and Zhao Mengda ("**Subscriber VI**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber VI, and Subscriber VI has conditionally agreed to subscribe for 11,235,955 new Shares at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement VI (as amended and supplemented by Supplemental Deed VI) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 11,235,955 Subscription Shares to Subscriber VI, on and subject to the respective terms and conditions of the Subscription Agreement VI (as amended and supplemented by Supplemental Deed VI), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

7. "**THAT**:

(a) the subscription agreement dated 28 August 2025 (the "**Subscription Agreement VII**") (as amended and supplemented by the supplemental deed dated 17 October 2025 ("**Supplemental Deed VII**")) (a copy of which is tabled at the SGM and marked "G" and signed by the chairman of the SGM for identification purposes) entered into between the Company (as the issuer) and Lau Lawrence Tak Sun ("**Subscriber VII**") (as the subscriber), pursuant to which the Company has conditionally agreed to issue and allot to Subscriber VII, and Subscriber VII has conditionally agreed to subscribe for 11,235,955 new Shares at HK$0.178 per Subscription Share, and all the transactions contemplated thereunder, be and are hereby approved, confirmed and ratified;

(b) any one Director be and is hereby authorised to do all such acts and things, sign and execute all such documents or agreements or deeds and take all such actions on behalf of the Company as he/she may in his/her absolute discretion consider necessary, appropriate, desirable or expedient for the purposes of giving effect to or in connection with the Subscription Agreement VII (as amended and supplemented by Supplemental Deed VII) or any transactions contemplated thereunder and all other matters incidental thereto or in connection therewith, and agree to and make such variations, amendments or waivers of any of the matters relating thereto or in connection therewith as are, in the opinion of such Director, in the best interest of the Company and the Shareholders as a whole; and

(c) subject to the Listing Committee having granted the listing of, and permission to deal in the Subscription Shares, the Directors be and are hereby granted with a specific mandate which shall entitle the Directors to exercise all the powers of the Company to issue and allot up to 11,235,955 Subscription Shares to Subscriber VII, on and subject to the respective terms and conditions of the Subscription Agreement VII (as amended and supplemented by Supplemental Deed VII), provided that the Specific Mandate shall be in addition to, and shall not prejudice or revoke any general or specific mandate(s) which has/have been granted or may be granted from time to time to the Directors prior to the passing of this resolution."

By Order of the Board
China Kingstone Mining Holdings Limited
Zhang Cuiwei
Executive Director

Hong Kong, 20 October 2025

Notes:

1. A form of proxy for use in connection with the SGM is enclosed herewith and published on the website of The Stock Exchange of Hong Kong Limited (www.hkex.com.hk). Whether or not you are able to attend the SGM, please complete and return the form of proxy in accordance with the instructions printed thereon as soon as practicable and in any event not later than 48 hours before the time designated for holding the SGM or any adjournment thereof. Completion and return of the form of proxy will not preclude you from attending and voting in person at the SGM or any adjourned meeting should you so wish.

2. Any member entitled to attend and vote at the SGM is entitled to appoint one or two proxies to attend and vote instead of him/her/it. A member who is the holder of two or more shares may appoint more than one proxy to represent him/her/it and vote on his/her/its behalf at the SGM. A proxy need not be a member of the Company. On a poll, votes may be given either personally or by proxy.

3. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his/her attorney duly authorized in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same.

4. To be valid, a form of appointment of proxy together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy thereof must be deposited at the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong not later than 48 hours before the time appointed for the time appointed for holding the SGM or any adjournment thereof.

5. No instrument appointing a proxy shall be valid after expiration of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at the SGM or any adjournment thereof in cases where the SGM was originally held within 12 months from such date.

6. Where there are joint registered holders of any share of the Company, any one of such persons may vote at the SGM, either personally or by proxy, in respect of such Share as if he were solely entitled thereto; but if more than one of such joint holders be present at the SGM personally or by proxy, that one of the said persons so present whose name stands first on the register of members of the Company in respect of such shares shall alone be entitled to vote in respect thereof.

7. For determining the entitlement to attend and vote at the SGM, the register of members of the Company will be closed from Wednesday, 5 November 2025 to Monday, 10 November 2025 (both days inclusive), during which period no transfer of shares in the Company will be registered. In order to qualify for attending and voting at the SGM, all transfers, accompanied by the relevant share certificates, have to be lodged with the Company's branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, not later than 4:30 p.m. on Tuesday, 4 November 2025. Shareholders of the Company whose names appear on the Register of Members on 10 November 2025 are entitled to attend and vote at the SGM or any adjourned meetings.

8. If Typhoon Signal No. 8 or above, or "black" rainstorm warning is in effect any time after 8:00 a.m. and before the above time of SGM, the SGM will be postponed. The Company will post an announcement on the website of the Stock Exchange (www.hkexnews.hk) and the Company's website (http://www.kingstonemining.com/) to notify the Shareholders (as defined herein) of the date, time and place of the rescheduled meeting.

As at the date of this notice, the Board comprises Mr. Chin, Then Hin (Chief Executive Officer), Ms. Zhang, Cuiwei, Mr. Zhang, Weijun and Mr. Zhang, Mian as executive Directors; and Mr. Andreas Varianos, Ms. Zu, Rui and Ms. Gu, Yiran, as independent non-executive Directors.