

Strictly Private & Confidential

THIS DEED is dated 31 July 2024 (this "Deed")

Parties

- (1) **RUNRUNO HOLDINGS LIMITED**, a company incorporated in Jersey, Channel Islands under company number 107417 and with its registered address at HSBC House, Esplanade, St, Helier, Jersey, JE1 1GT, Channel Islands (the "**Payee**");
- (2) **METALS EXPLORATION PLC**, a company incorporated under the laws of England and Wales with registration number 05098945 and with its registered office address at 2nd Floor, 38 - 43 Lincoln's Inn Fields, London, United Kingdom, WC2A 3PE ("**MTL**"),
- (3) **METALS EXPLORATION PTE. LTD.**, a company incorporated under the laws of Singapore with unique entity number 201332521K and with its registered office at 1 Harbourfront Avenue, #14-08 Keppel Bay Tower, Singapore 098632 ("**Guarantor 2**"); and
- (4) **FCF MINERALS CORPORATION**, a company incorporated under the laws of the Philippines with company number A200118080 of Unit 1407, Pacific Star Building, Sn. Gil Puyat Avenue cor., Makati Avenue, 1200 Makati City, Philippines (the "**Miner**"),

each a "**Party**" and together the "**Parties**".

1 BACKGROUND

- 1.1 This Deed amends, and is supplemental to, the production fee deed between the Parties dated 19 June 2024 (the "**Production Fee Deed**").
- 1.2 Words and expressions defined in the Production Fee Deed shall, unless the context otherwise requires, have the same meanings in this Deed.

2 AMENDMENT

- 2.1 Each of the Parties hereby agree to amend the Production Fee Deed by including the following new clause 13.19, with effect from 19 June 2024:

"13.19 The parties agree that, until completion in full of the Buy Back (as defined in the off-market share purchase agreement between the Payee and MTL dated 19 June 2024), if the Panel on Takeovers and Mergers determines that any provision of this Deed that requires MTL to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the City Code on Takeovers and Mergers, that provision shall have no effect and shall be disregarded."

3 GENERAL

- 3.1 The Production Fee Deed shall continue in full force and effect as amended by this Deed.
- 3.2 Clauses 12 and 13 (inclusive) of the Production Fee Deed shall apply mutatis mutandis to this Deed.

IN WITNESS WHEREOF this Deed has been entered into on the date stated at the beginning of it.

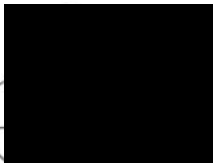
SIGNATORIES

EXECUTED and DELIVERED as a DEED

for and on behalf of

RUNRUNO HOLDINGS LIMITED

by:



Name: HSBC TRUSTEE (C.Z.) LIMITED - AS SECRETARY

Position:



Name: HSBC TRUSTEE (C.Z.) LIMITED - AS SECRETARY

Position:

EXECUTED and DELIVERED as a DEED



by **METALS EXPLORATION PLC** acting by
a director, in the presence of:

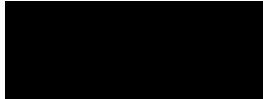
Director

Signature of witness



Name of witness Tommy E. Alfonso

Address c/o 1407 Pacific Star Bldg.
Sen. Gil Puyat Ave. cor.
Makati Ave., Makati City



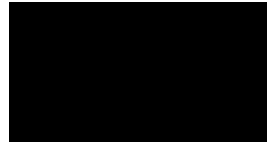
EXECUTED and DELIVERED as a DEED

~~Darren Patrick Bowden~~

by **METALS EXPLORATION PTE. LTD.**
acting by a director, in the presence of:

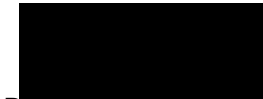
Director

Signature of witness



Name of witness Tommy E. Alfonso

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Sen. Gil Puyat Ave. cor.
Makati Ave., Makati City



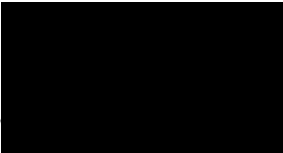
EXECUTED and DELIVERED as a DEED

~~Darren Patrick Bowden~~

by **FCF MINERALS CORPORATION** acting
by a director, in the presence of:

Director

Signature of witness



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