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ZHAOJIN

ZHAOJIN MINING INDUSTRY COMPANY LIMITED*

招金礦業股份有限公司

(a joint stock limited company incorporated in the People's Republic of China with limited liability)

(Stock Code: 1818)

ANNOUNCEMENT

CONTINUING CONNECTED TRANSACTIONS

(1) LAND LEASE AGREEMENT

On 20 March 2015, the Company entered into the Land Lease Agreement with Shandong Zhaojin, pursuant to which Shandong Zhaojin agreed to lease certain land use rights to the Group for a term of three years commencing from 1 January 2015 to 31 December 2017.

(2) GOLD REFINERY AGREEMENT

On 20 March 2015, the Company entered into the Gold Refinery Agreement with Zhaojin Refinery, pursuant to which Zhaojin Refinery agreed to provide gold refining services to the Group for a term of three years commencing from 1 January 2015 to 31 December 2017.

(3) DIGITAL MINE CONSTRUCTION TECHNOLOGY SERVICES AGREEMENT

On 20 March 2015, the Company entered into the Digital Mine Construction Technology Services Agreement with Goldsoft Technology, pursuant to which Goldsoft Technology agreed to provide Digital Mine Construction Technology Services to the Group for a term of three years commencing from 1 January 2015 to 31 December 2017.

(4) FRAMEWORK AGREEMENT FOR SALE OF SILVER

On 20 March 2015, the Company entered into the Framework Agreement for Sale of Silver with Zhaojin Import and Export, pursuant to which the Group agreed to sell silver to Zhaojin Import and Export and its subsidiaries for a term of three years commencing from 1 January 2015 to 31 December 2017.

CONTINUING CONNECTED TRANSACTIONS

As at the date of this announcement, Shandong Zhaojin is the controlling Shareholder of the Company. Zhaojin Refinery, Goldsoft Technology and Zhaojin Import and Export are subsidiaries of Shandong Zhaojin and are therefore connected persons of the Company and the transactions contemplated under the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Given that each of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of each of the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver is less than 5%, the transactions under the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver are subject to the reporting and announcement requirements but are exempt from the independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

(1) LAND LEASE AGREEMENT

Date

20 March 2015

Parties

- (i) Shandong Zhaojin; and
- (ii) The Company

Leased land

The land use rights of 21 parcels of land covering a total area of 655,146.64 sq.m. in Zhaoyuan, Shandong, the PRC.

Term

Three years from 1 January 2015 to 31 December 2017.

The Company has a priority right to lease the land use rights from Shandong Zhaojin in the event that Shandong Zhaojin continues to lease out the land use rights after expiry of the lease term under the Land Lease Agreement.

Subject to compliance with applicable laws and regulations and the articles of association of the Company and Shandong Zhaojin, the Land Lease Agreement may be renewed for a further term of one year at the request of the Company.

After the expiry of the term of the land use rights, if the Company is required to continue to lease the land use rights, Shandong Zhaojin shall be responsible for renewing the term of the land use rights.

The Company has the right to terminate the lease of some of the land use rights under the Land Lease Agreement by giving one month's prior written notice.

Rental and payment

Shandong Zhaojin will lease the land to the Company at market rates on a fair and reasonable basis. The parties to the Land Lease Agreement have agreed that the rental charged by Shandong Zhaojin on the Company shall not be higher than the rental charged by Shandong Zhaojin on any independent third party at that time for the same type of land in the normal course of business.

According to the Land Lease Agreement, the annual cap for the rental of the land use rights for the three years ending 31 December 2015, 31 December 2016 and 31 December 2017 will be RMB6,540,000, RMB5,790,000 and RMB4,660,000, respectively.

The rental is payable by the Company to Shandong Zhaojin on an annual basis before 31 December of each year by way of cash, bank transfer, bank acceptance bills or commercial bills. If the Company terminates the lease of all or some of the land use rights before expiry of the Land Lease Agreement, the rental shall be paid on the basis of the actual term for the lease of such land use right(s).

Other major terms

The Company shall be responsible for the water, electricity and heating bills, as well as expenses for making alterations and additions (if Shandong Zhaojin consents to such alterations and additions) to the structures or buildings on the leased land. After the expiry of the lease term or termination of the Land Lease Agreement, Shandong Zhaojin has the priority right to purchase the additions made by the Company on the leased land.

During the term of the lease, if Shandong Zhaojin transfers its land use rights, Shandong Zhaojin should, by 30 days' prior written notice, inform the Company of such transfer and the Company has the priority right to purchase such land use rights on the same terms offered by the third party purchaser. If there is a change of the land use rights holder during the term of the lease, the Land Lease Agreement shall have legal effect between the Company and the new holder of the land use rights.

Historical figures

The historical amounts of the rental for the leasing of land use rights by the Company from Shandong Zhaojin for the three years ended 31 December 2012, 31 December 2013 and 31 December 2014 are set out as follows:

	For the year ended 31 December 2012	For the year ended 31 December 2013	For the year ended 31 December 2014
	<i>RMB' million</i>	<i>RMB' million</i>	<i>RMB' million</i>
	(approximately)	(approximately)	(approximately)
Land use rights rental payable by the Company to Shandong Zhaojin	4.58	4.51	4.43

Annual cap

The Company expects the annual cap for the rental of the land use rights for the three years ending 31 December 2015, 31 December 2016 and 31 December 2017 shall not exceed RMB6,540,000, RMB5,790,000 and RMB4,660,000, respectively, after taking into account the historical fees payable by the Company for the lease of the land use rights and the rental payable by the Company under the Land Lease Agreement.

Reasons for and benefits of entering into the Land Lease Agreement

The Company has been leasing certain land use rights from Shandong Zhaojin for certain gold mines of the Company for ancillary and non-production purposes. The Directors consider that the continual use of the relevant land can facilitate and avoid unnecessary disruptions to the operations of the Group.

Given the aforesaid and after taking into account the terms of the Land Lease Agreement, the Directors (including the independent non-executive Directors) consider that the entering into of the Land Lease Agreement is in the interests of the Company and the Shareholders as a whole, and the terms thereof are fair and reasonable, entered into on normal commercial terms and in the ordinary and usual course of business of the Company.

(2) GOLD REFINERY AGREEMENT

Date

20 March 2015

Parties

- (i) The Company; and
- (ii) Zhaojin Refinery

Term

From 1 January 2015 to 31 December 2017

Both parties are entitled to terminate the Gold Refinery Agreement by giving one month's prior written notice to the other party to the Gold Refinery Agreement.

Services

The Company shall provide crude gold to Zhaojin Refinery to be refined into standard gold bullion and Zhaojin Refinery shall provide gold refining services to the Company to process the crude gold provided by the Company into standard 3kg Au99.95 gold bullion.

Consideration and payment

The fees payable to Zhaojin Refinery shall be calculated based on the weight and gold content of the crude gold provided by the Company. The processing fee to be charged for the processing of crude gold shall be:

- (i) for crude gold with a gold content being greater than or equal to 99%, the processing fee will be RMB0.35 per gram of the crude gold;
- (ii) for crude gold with a gold content being less than 99%, the processing fee per gram of the crude gold will be arrived at after arm's length negotiations between the parties.

The parties to the Gold Refinery Agreement agreed that the fees at which Zhaojin Refinery provides gold refining services to the Company shall be based on market rates and shall not be higher than the fees charged by Zhaojin Refinery on any independent third party at that time for the same type of services provided in the normal course of business and shall not be higher than the price offered by any independent third party to the Company at that time for same type of services provided.

Refining fees should be settled based on the weight of the crude gold processed each month, and payment should be made by the Company in the following month by way of bank acceptance bills, commercial bills or any other legal method accepted by Zhaojin Refinery.

Other major terms

The Company is entitled to engage any other third party to provide gold refining services without seeking the consent of Zhaojin Refinery.

In the event that Zhaojin Refinery's refining capacity is insufficient to accommodate the refining needs of all its customers, all terms being equal, it will give priority to the Group's refining needs provided that the terms offered by third parties to Zhaojin Refinery are no more favourable than the terms offered by the Company.

In the event that the amount of crude gold provided to Zhaojin Refinery is within 150 kilograms, Zhaojin Refinery shall deliver the equivalent amount of standard gold bullion within three days. In the event that the amount of crude gold provided to Zhaojin Refinery is greater than 150 kilograms, Zhaojin Refinery shall deliver 150 kilogram of standard gold bullion within three days and the delivery time for the remaining gold bullion shall be agreed by both parties taking into account the amount of crude gold to be processed and the production capacity (the production capacity of standard gold bullion within three days should be 150 kilograms) of Zhaojin Refinery.

Historical figures

The historical amounts of the fees for the provision of gold refining services by Zhaojin Refinery to the Group for the three years ended 31 December 2012, 31 December 2013 and 31 December 2014 are set out as follows:

	For the year ended 31 December 2012 RMB' million (approximately)	For the year ended 31 December 2013 RMB' million (approximately)	For the year ended 31 December 2014 RMB' million (approximately)
Gold refinery fee payable by the Group to Zhaojin Refinery	6.79	7.24	4.49

Annual cap

The Company expects that the annual cap for the fees payable by the Company to Zhaojin Refinery for the provision of gold refining services for the three years ending 31 December 2015, 31 December 2016 and 31 December 2017 shall not exceed RMB7,500,000, RMB8,800,000 and RMB9,900,000, respectively.

The above annual caps are arrived at after taking into account (i) the historical fees payable by the Company to Zhaojin Refinery for the provision of gold refining services; and (ii) the expected increase in the sales and production of gold by the Group.

Reasons for and benefits of entering into the Gold Refinery Agreement

As stated in the Prospectus, PRC laws and regulations require gold refining to be carried out at a refinery that has been licensed by the Shanghai Gold Exchange to produce standard gold bullion. The Group is not a qualified gold refinery and has to rely on other enterprises that possess the relevant licence to refine crude gold to standard gold bullion. Zhaojin Refinery is a licensed gold refinery in the PRC and has been commissioned by the Company to refine its gold since its incorporation.

Given the aforesaid and after taking into account the terms of the Gold Refinery Agreement, the Directors (including the independent non-executive Directors) consider that the entering into of the Gold Refinery Agreement is in the interests of the Company and the Shareholders as a whole, and the terms thereof are fair and reasonable, entered into on normal commercial terms and in the ordinary and usual course of business of the Company.

(3) DIGITAL MINE CONSTRUCTION TECHNOLOGY SERVICES AGREEMENT

Date

20 March 2015

Parties

- (i) The Company; and
- (ii) Goldsoft Technology

Term

From 1 January 2015 to 31 December 2017

The Company is entitled to terminate the Digital Mine Construction Technology Services Agreement by giving one month's prior written notice to Goldsoft Technology.

Digital Mine Construction Technology Services

Goldsoft Technology agreed to provide to the Group overall planning, implementation and technology services for its digital mining, which include (i) a series of digital mine construction software and projects including systems for the purposes of, among others, assisting in decision making and analysis for three-dimensional geology, survey and mining processes in metal mines, evaluation of metal mineral resources and assessment of economic ore bodies, mining design and assessment, formulation and simulation of production plans, safety production, production and operation management, business integration platform and data consolidation platform; (ii) digital mine system integration including systems for the purposes of, among others, underground wireless communication, tracking and positioning of personnel and equipment, monitoring and early warning for tailings safety, control of ventilation and drainage, online monitoring and control, safety management as well as monitoring and early warning control; and (iii) digital mine construction services for the purposes of, among other things, mine production, resources evaluation, economic extraction, safety evaluation and information planning.

The parties will enter into specific operational contracts for the actual Digital Mine Construction Technology Services to be provided by Goldsoft Technology to the Group and such specific operational contracts shall be in line with the principles of the Digital Mine Construction Technology Services Agreement.

Consideration and payment

The parties to the Digital Mine Construction Technology Services Agreement agreed that the price at which Goldsoft Technology provides the Digital Mine Construction Technology Services to the Company shall be based on market rates and shall not be higher than the price charged by Goldsoft Technology on any independent third party at the same period of time for the provision of the same type of services in the normal course of business and shall not be higher than the price offered by any independent third party to the Group at the same period of time for the provision of same type of services.

Other major terms

The Company is entitled to engage any other third parties to provide the Digital Mine Construction Technology Services but shall give priority to Goldsoft Technology in the provision of the Digital Mine Construction Technology Services if the terms offered by third parties are no more favourable than the terms offered by Goldsoft Technology.

In the event that Goldsoft Technology cannot meet the demand of the Company in any aspect (including but not limited to technology, quality and quantity), the Company is entitled to instruct other third parties for the provision of the same or similar kinds of Digital Mine Construction Technology Services.

In the event that Goldsoft Technology's technological capability is insufficient to accommodate the needs of all its customers, it will give priority to the Group's needs provided that the terms offered by third parties to Goldsoft Technology are no more favourable than the terms offered by the Company.

Historical figures

The historical amounts of the fees for the provision of Digital Mine Construction Technology Services by Goldsoft Technology to the Group for the three years ended 31 December 2012, 31 December 2013 and 31 December 2014 are set out as follows:

	For the year ended 31 December 2012	For the year ended 31 December 2013	For the year ended 31 December 2014
	<i>RMB' million</i>	<i>RMB' million</i>	<i>RMB' million</i>
	(approximately)	(approximately)	(approximately)
Fee payable by the Group to Goldsoft Technology for the provision of Digital Mine Construction Technology Services	25.45	14.09	26.47

Annual cap

The Company expects the annual cap for the provision of the Digital Mine Construction Technology Services for the three years ending 31 December 2015, 31 December 2016 and 31 December 2017 shall not exceed RMB56,000,000, RMB63,250,000 and RMB65,000,000, respectively.

The annual caps have been determined with reference to: (i) the historical fees paid by the Company to Goldsoft Technology for the provision of the Digital Mine Construction Technology Services; (ii) the need for the Digital Mine Construction Technology Services in upgrading and enhancing the facilities of the existing mines of the Group; (iii) the need for the Digital Mine Construction Technology Services in the newly-acquired mines of the Group; and (iv) the price of the Digital Mine Construction Technology Services as quoted by Goldsoft Technology.

The substantial increase in annual caps for the three years ending 31 December 2017 (as compared to the annual caps for the three years ended 31 December 2014) is mainly attributable to the following reasons: (i) the State Administration of Work Safety requires mining enterprises to set up “six major systems” for safe operation; (ii) the Digital Mine Construction Technology Services for the previous three years were still in its initial stage of research and development; (iii) the Digital Mine Construction Technology Services currently have reached mature and stable stage and the Group plans to promote and apply them during the three years ending 31 December 2017; and (iv) the Digital Mine Construction Technology Services have enhanced the efficiency of the management of the mines.

Reasons for and benefits of entering into the Digital Mine Construction Technology Services Agreement

Since March 2009, with an aim to further strengthen the safe production of non-coal mine enterprises and enhance their safe production and management level, Zhaoyuan Municipal Government thus encouraged digitalisation of mining process through digital mine construction. The Group's Xiadian Gold Mine and Dayingezhuang Gold Mine are cited as models for digital mining. The Group further recognizes the importance of fully strengthening the application of information technology and computers in enhancing the geology, survey and mining processes and facilitating production planning and management and mine safety, which in turn will accelerate the

pace for mechanization, automation and digitalization of the Group's mines. Goldsoft Technology, being a well-known enterprise in the gold industry for its advanced technology and digitalization, is engaged in the provision of information technology services and digital mine construction, and possesses many years of experience in the provision of information, automated and digital systems for mines and has been providing digital mine construction technology services to Shandong Zhaojin in the past years.

Given the aforesaid and after taking into account the terms of the Digital Mine Construction Technology Services Agreement, the Directors (including the independent non-executive Directors) consider that the entering into of the Digital Mine Construction Technology Services Agreement is in the interests of the Company and the Shareholders as a whole, and the terms thereof are on fair and reasonable, entered into on normal commercial terms and in the ordinary and usual course of business of the Company.

(4) FRAMEWORK AGREEMENT FOR SALE OF SILVER

Date

20 March 2015

Parties

- (i) The Company; and
- (ii) Zhaojin Import and Export

Term

From 1 January 2015 to 31 December 2017

Subject to compliance with applicable laws and regulations and the Listing Rules, the Framework Agreement for Sale of Silver may be extended or renewed by the parties.

Product to be sold by the Group to Zhaojin Import and Export

Silver (Around Ag 99.0%)

Consideration and payment

The Group agreed to sell silver to Zhaojin Import and Export at market price, which will be determined on a fair basis with reference to the morning or afternoon spot settlement price of No. 2 Silver quoted in Shanghai White Platinum & Silver Exchange (上海華通鉑銀交易所) on the date of price determination and taking the highest price quoted by other buyers of silver. The parties to the Framework Agreement for Sale of Silver have agreed that the price at which the Group sells silver to Zhaojin Import and Export shall not be lower than the price charged by the Group on independent third parties for the sale of same type of silver sold.

Payment should be made by Zhaojin Import and Export within two days from the date of price determination by bank draft or telegraphic transfer. After full payment of the purchase price by Zhaojin Import and Export, the Group shall deliver the silver to Zhaojin Import and Export.

Other major terms

According to the Framework Agreement for Sale of Silver, each party shall give priority in purchasing the product from or selling the product to the other party provided that the terms offered by third parties are no more favourable than the terms offered by the other party.

Both parties are entitled to sell the product to, or purchase the product from, third parties if the third parties purchase or sell the same or similar product at a more favourable price than the price available under the Framework Agreement for Sale of Silver.

Subject to compliance with the provisions of the Framework Agreement for Sale of Silver, the purchasing party is entitled to purchase the same or similar product from third parties if the provision of products by the selling party cannot meet the demand (either qualitative or quantitative) of the purchasing party.

The parties shall ensure and procure their respective subsidiaries to enter, into specific product supply agreements, subject to compliance with the terms of the Framework Agreement for Sale of Silver.

Historical figures

The historical amounts of the fees for sale of silver by the Group to Shandong Zhaojin Group for the three years ended 31 December 2012, 31 December 2013 and 31 December 2014 are set out as follows:

	For the year ended 31 December 2012 <i>RMB' million</i> (approximately)	For the year ended 31 December 2013 <i>RMB' million</i> (approximately)	For the year ended 31 December 2014 <i>RMB' million</i> (approximately)
Sale of silver by the Group to Shandong Zhaojin	149.41	160.10	77.2

Annual cap

The Company expects the annual for the sale of silver for the three years ending 31 December 2015, 31 December 2016 and 31 December 2017 shall not exceed RMB150,000,000, RMB200,000,000 and RMB270,000,000, respectively which are determined with reference to: (i) the historical sales of silver by the Group; (ii) the expected demand for silver by Zhaojin Import and Export; (iii) the average historical sale prices of silver by the Group to independent third parties; and (iv) the possible increase in the price of silver in light of the historical fluctuations in the price of silver.

The substantial increase in annual caps for the three years ending 31 December 2017 (as compared to the annual caps for the three years ended 31 December 2014) is mainly attributable to the increases in the production volume and price of silver.

Reasons for and benefits of entering into the Framework Agreement for Sale of Silver

Zhaojin Import and Export is a well-established enterprise and a member of Shanghai Huatong. As the Company and Zhaojin Import and Export are both subsidiaries of Shandong Zhaojin and according to the payment terms of the Framework Agreement for Sale of Silver, the Company is entitled to deliver silver to Zhaojin Import and Export after payment is received by the Company, which can ensure that the payment will not be delayed and minimizes the credit risks involved.

Given the aforesaid and after taking into account the terms of the transactions under the Framework Agreement for Sale of Silver, the Directors (including the independent non-executive Directors) consider that the entering into of the Framework Agreement for Sale of Silver is in the interests of the Company and the Shareholders as a whole, and the terms thereof are fair and reasonable, entered into on normal commercial terms and in the ordinary and usual course of business of the Company.

INFORMATION ON THE PARTIES

1. The Group is principally engaged in gold exploration, mining, ore processing and smelting, and processing and sale of by-products in the PRC.
2. Shandong Zhaojin is principally engaged in the business of gold exploration, mining and refining, and has investments in gold exploration, mining, smelting and refining and other gold-related businesses.
3. Zhaojin Refinery is principally engaged in the smelting and refining of gold and silver, acquisition, processing and sale of precious metals compounds in the PRC.
4. Goldsoft Technology is principally engaged in the provision of information and automated systems for mines and digital mine construction in the PRC.
5. Zhaojin Import and Export is principally engaged in import and export of goods and technology, industry investment permitted under the state policies, mining technology consulting services (other than those prohibited by the state, and those a operating permit is required should be operated with permits) and sale of gold, silver, jewellery and chemical products (except chemical hazards).

BOARD'S APPROVAL

The Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver were approved by the Board on 20 March 2015 to be inserted by the Company and none of the Directors has any material interest in the transactions contemplated thereunder. Mr. Weng Zhanbin and Mr. Lu Dongshang have abstained from voting at the Board's meeting to approve the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver by virtue of being the management staff of Shandong Zhaojin.

LISTING RULES IMPLICATIONS

As at the date of this announcement, Shandong Zhaojin is the controlling Shareholder of the Company. Zhaojin Refinery, Goldsoft Technology and Zhaojin Import and Export are subsidiaries of Shandong Zhaojin and are therefore connected persons of the Company and the transactions contemplated under the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

Given that each of the applicable percentage ratios (as defined under Rule 14.07 of the Listing Rules) in respect of each of the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver is less than 5%, the transactions under the Land Lease Agreement, the Gold Refinery Agreement, the Digital Mine Construction Technology Services Agreement and the Framework Agreement for Sale of Silver are subject to the reporting and announcement requirements but are exempt from the independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

DEFINITIONS

“Ag”	the symbol for the chemical element of silver
“Au99.95”	the common standard for denoting gold purity adopted by the Shanghai Gold Exchange to conform with international practice, in which Au99.95 gold denotes gold contents of 99.95% or above
“Board”	the board of Directors
“Company”	Zhaojin Mining Industry Company Limited* (招金礦業股份有限公司) (Stock Code: 1818), a joint stock limited company established in the PRC on 16 April 2004, the issued H Shares of which are listed on the Main Board of the Stock Exchange
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Digital Mine Construction Technology Services”	digital mine construction software and digital mine system integration, details of which are set out in the paragraph headed “Digital Mine Construction Technology Services” in the section headed “Digital Mine Construction Technology Services Agreement” in this announcement
“Digital Mine Construction Technology Services Agreement”	the framework agreement dated 20 March 2015 entered into between Goldsoft Technology and the Company in relation to the provision of Digital Mine Construction Technology Services by Goldsoft Technology to the Group
“Directors”	directors of the Company

“Framework Agreement for Sale of Silver”	the framework agreement for sale of silver dated 20 March 2015 entered into the Company and Zhaojin Import and Export in relation to the sale of silver by the Group to Zhaojin Import and Export and its subsidiaries
“Gold Refinery Agreement”	the agreement dated 20 March 2015 entered into between Zhaojin Refinery and the Company in relation to the provision of gold refining services by Zhaojin Refinery to the Group
“Goldsoft Technology”	山東金軟科技有限公司 (Shandong Goldsoft Technology Company Limited*), a limited liability company established in the PRC on 27 August 2001 and which is owned as to 67.37% by Shandong Zhaojin as at the date of this announcement
“Group”	the Company and its subsidiaries from time to time
“H Shares”	overseas listed foreign shares of the Company with a nominal value of RMB1 each which are listed on the Stock Exchange and traded in Hong Kong dollars
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Land Lease Agreement”	the land lease agreement dated 20 March 2015 entered into between Shandong Zhaojin and the Company in relation to the leasing of the land use rights for 21 parcels of land with an aggregate area of 655,146.64 sq.m. in Zhaoyuan, Shandong, the PRC by Shandong Zhaojin to the Group
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“No. 2 Silver”	2號國標白銀, being silver with a silver content of 99.95%
“Prospectus”	The prospectus of the Company dated 24 November 2006 in relation to the initial public offering of the Company
“PRC”	the People’s Republic of China
“Shandong Zhaojin”	山東招金集團有限公司 (Shandong Zhaojin Group Company Limited*), a state-owned limited company established in the PRC on 28 June 1992 and a promoter of the Company and the controlling Shareholder as at the date of this announcement
“Shandong Zhaojin Group”	Shandong Zhaojin and its subsidiaries from time to time

“Shanghai Huatong”	Shanghai White Platinum & Silver Exchange (上海華通鉑銀交易市場), an integrated non-ferrous metal service provider established by the China General Chamber of Commerce in July 2003, which is principally engaged in the trading of white platinum and silver and bidding of non-ferrous metal, as well as an authority of the price quotation of valuable metal
“Share(s)”	share(s) of RMB1 each in the capital of the Company, comprising the domestic shares of the Company and the H Shares
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Zhaojin Import and Export”	山東招金進出口股份有限公司 (Shandong Zhaojin Import and Export Company Limited), which is owned as to 54% by Shandong Zhaojin as at the date of this announcement
“Zhaojin Refinery”	山東招金金銀精煉有限公司 (Shandong Zhaojin Gold and Silver Refinery Company Limited*), a limited liability company established in the PRC on 16 October 2001 and a 80.5% owned subsidiary of Shandong Zhaojin as at the date of this announcement
“RMB”	Renminbi, the lawful currency of the PRC
“sq.m.”	square meter(s)
“%”	per cent.

By order of the Board
Zhaojin Mining Industry Company Limited
Weng Zhanbin
Chairman

Zhaoyuan, the PRC, 22 March 2015

As at the date of this announcement, the Board comprises Mr. Weng Zhanbin, Mr. Li Xiuchen and Mr. Lu Dongshang as executive Directors, Mr. Liang Xinjun, Mr. Cong Jianmao, Mr. Xu Xiaoliang and Mr. Wu Yijian as non-executive Directors, Ms. Chen Jinrong, Mr. Choy Sze Chung Jojo, Mr. Xie Jiyeuan and Mr. Nie Fengjun as independent non-executive Directors.

* *For identification purposes only*