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MMG LIMITED
五礦資源有限公司

(Incorporated in Hong Kong with limited liability)

(STOCK CODE: 1208)

(DEBT STOCK CODE: 5959)

- (1) PLACING OF NEW SHARES UNDER GENERAL MANDATE;
AND
(2) CONCURRENT PROPOSED ISSUE OF US\$800,000,000
ZERO COUPON CONVERTIBLE BONDS DUE 2027
UNDER GENERAL MANDATE**

*Joint Overall Coordinators, Joint Global Coordinators,
Joint Lead Managers, Joint Bookrunners and Placing Agents*



Morgan Stanley



(in alphabetical order)

(in alphabetical order)

PLACING OF NEW SHARES UNDER GENERAL MANDATE

On 16 June 2026 (before trading hours), the Company and the Placing Agents entered into the Placing Agreement pursuant to which the Company agrees to issue and allot the Placing Shares, and each Placing Agent agrees, on a several (and not joint nor joint and several) basis, as an agent of the Company, to procure on a best effort basis the Placees to subscribe for the Placing Shares at the Placing Price and on the terms of and subject to the conditions set out in the Placing Agreement. The Placing Shares will be allotted and issued pursuant to the General Mandate.

The Placing Price is HK\$8.88. On the assumption that all Placing Shares are fully placed, the aggregate gross proceeds from the Placing are expected to be approximately HK\$6,268 million and the aggregate net proceeds (after deduction of the commissions and other estimated expenses) from the Placing are expected to be approximately HK\$6,253 million. On such basis, the net price for each Placing Share will be approximately HK\$8.86. The Company intends to use the proceeds from the Placing for refinancing existing loans, supporting development of existing projects and expansion plans, funding strategic acquisitions and investments and replenishment of working capital and general corporate purposes. For further details, see "Use of Proceeds".

The Placing Shares, being 705,892,000 Shares, represent approximately 5.8% of the number of total issued Shares as at the date of this announcement. The Placing Shares represent approximately 5.5% of the number of total issued Shares, as enlarged by the allotment and issue of the Placing Shares (and assuming there is no other change in the issued share capital of the Company from the date of this announcement to the completion of the Placing save for the issue of the Placing Shares).

The Placing Agents will place the Placing Shares to not less than six Placees who are independent professional, institutional and/or other investors on a best effort basis, subject to termination in certain events. For further details, see "Conditions of the Placing".

The Placing Shares to be issued will be allotted and issued pursuant to the General Mandate. The Placing is not subject to further shareholders' approval.

The Company shall apply to the Stock Exchange for the listing and permission for trading of the Placing Shares.

As completion of the Placing is subject to the satisfaction of certain conditions precedent and the termination rights of the Placing Agents, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

CONCURRENT PROPOSED ISSUE OF THE BONDS UNDER GENERAL MANDATE

On 15 June 2026 (after trading hours), the Company (as the issuer) and the Managers entered into the Subscription Agreement pursuant to which the Company has agreed to issue, and the Managers have severally and not jointly agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of US\$800,000,000, subject to certain conditions set out in the Subscription Agreement. The Placing and the issue of the Bonds are independent of each other and are not inter-conditional.

A book-building exercise has been conducted by the Managers, after which the terms of the Bonds, including but not limited to, the principal amount and the initial Conversion Price, have been determined.

The issue price of the Bonds will be 102% of the principal amount of the Bonds and the denomination of each Bond shall be US\$200,000 and integral multiples of US\$200,000 in excess thereof.

The Bonds are convertible in the circumstances set out in the Terms and Conditions into Shares at an initial Conversion Price of HK\$10.21 per Share (subject to adjustments).

The initial Conversion Price is HK\$10.21 per Share, which represents (i) a premium of approximately 4.8% over the last Closing Price of HK\$9.74 per Share as quoted on the Hong Kong Stock Exchange on 15 June 2026 (being the Trading Day on which the Subscription Agreement was signed) and (ii) a premium of approximately 17.5% over the average Closing Price of HK\$8.69 per Share as quoted on the Hong Kong Stock Exchange for the last five consecutive Trading Days up to and including 15 June 2026.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$10.21 per Share and no further Shares are issued, the Bonds will be convertible into approximately 613,939,275 Shares, representing approximately 5.1% of the existing issued share capital of the Company as at the date of this announcement, and approximately 4.8% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares upon the full conversion of the Bonds. The Conversion Shares will be fully-paid and will in all respects rank *pari passu* with the Shares then in issue on the relevant Registration Date.

Subject to completion of the issue of the Bonds, the net proceeds from the issue of the Bonds (after deduction of the commissions and other estimated expenses) are estimated to be approximately US\$813 million. The Company intends to use the proceeds from the Subscription for refinancing existing loans, supporting development of existing projects and expansion plans, funding strategic acquisitions and investments and replenishment of working capital and general corporate purposes. For further details, see "Use of Proceeds".

The Conversion Shares will be allotted and issued by the Company pursuant to the General Mandate. As such, the Subscription and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. The Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares to be allotted and issued upon conversion of the Bonds on the Hong Kong Stock Exchange.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/ or waiver of the conditions precedent therein. In addition, the Subscription Agreement may be terminated in certain circumstances as further described below.

As the Subscription may or may not proceed to completion, and the Bonds and/or the Conversion Shares may or may not be issued or listed, Shareholders and potential investors are advised to exercise caution when dealing in the securities of the Company.

A. PLACING OF NEW SHARES UNDER GENERAL MANDATE

On 16 June 2026 (before trading hours), the Company and the Placing Agents entered into the Placing Agreement. The principal terms of the Placing Agreement are set out below.

THE PLACING AGREEMENT

Date

16 June 2026 (before trading hours)

Parties to the Placing Agreement

- (1) The Company; and
- (2) The Placing Agents.

Placing Shares

The Placing Shares will be placed by the Placing Agents on a best effort basis. The Placing Shares, being 705,892,000 Shares, represent approximately 5.8% of the number of total issued Shares as at the date of this announcement. The Placing Shares represent approximately 5.5% of the number of total issued Shares, as enlarged by the allotment and issue of the Placing Shares (and assuming there is no other change in the issued share capital of the Company from the date of this announcement to the completion of the Placing save for the issue of the Placing Shares).

The Placing

The Company agrees to issue and allot the Placing Shares, and each Placing Agent agrees, on a several (and not joint nor joint and several) basis, as an agent of the Company, to procure on a best effort basis the Placees to subscribe for the Placing Shares at the Placing Price and on the terms of and subject to the conditions set out in the Placing Agreement. The Placing Shares will be allotted and issued pursuant to the General Mandate.

To the best of the Directors' knowledge, information and belief, as at the date of this announcement, the Placing Agents and their respective ultimate beneficial owner(s) are Independent Third Parties.

The Placees

The Placing Agents will place the Placing Shares to currently expected not less than six Placees (who are independent professional, institutional and/or other investors). To the best of the Directors' knowledge and belief, having made all reasonable enquiries, the Placees to be procured by the Placing Agents and their respective beneficial owners are or will be, as the case may be, Independent Third Parties.

Placing Price

The Placing Price of HK\$8.88 per Placing Share represents:

- (a) a discount of approximately 8.8% to the Closing Price of HK\$9.74 per Share as quoted on the Stock Exchange on 15 June 2026, being the Last Trading Day;
- (b) a premium of approximately 2.2% to the average Closing Price of HK\$8.69 per Share as quoted on the Stock Exchange for the last five consecutive Trading Days up to and including 15 June 2026; and
- (c) a discount of approximately 0.6% to the average Closing Price of HK\$8.93 per Share as quoted on the Stock Exchange for the last 10 consecutive Trading Days up to and including 15 June 2026.

The aggregate net proceeds (after deduction of the commissions and other estimated expenses) from the Placing are expected to be approximately HK\$6,253 million. The net price (after deduction of the commissions and estimated expenses) raised per Placing Share upon completion of the Placing will be approximately HK\$8.86. The Placing Price has been negotiated on an arm's length basis between the Company and the Placing Agents, with reference to the prevailing market price of the Shares, market demand for the Placing Shares and the general market conditions. The Directors (including the independent non-executive Directors) consider the Placing Price and the terms of the Placing Agreement to be fair and reasonable and are in the best interests of the Company and the Shareholders as a whole.

Ranking of the Placing Shares

The Placing Shares will be issued and allotted free from all pledges, liens, charges and encumbrances, equities, security interests or other claims on the terms and subject to the constitutional documents of the Company and the terms and conditions set out in the Placing Agreement. The Placing Shares will rank, when fully paid, *pari passu* in all respects with the other Shares in issue or to be issued by the Company on or prior to the date of completion of the Placing including the rights to all dividends and other distributions declared, made or paid on or after the date of completion of the Placing.

Lock-up Undertaking

The Company has undertaken to the Placing Agents that, for a period beginning on the date of the Placing Agreement and ending on the date which is 90 days after the Placing Closing Date, it shall not, without the prior written consent of the Placing Agents, (i) effect or arrange or procure placement of, allot or issue or transfer out of treasury or offer to allot or issue or transfer out of treasury or grant any option, right or warrant to subscribe for, or enter into any transaction which is designed to, or might reasonably be expected to, result in any of the aforesaid (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), directly or indirectly, any equity securities of the Company or any securities convertible into, or exercisable, or exchangeable for, equity securities of the Company, or (ii) enter into any swap or similar agreement that transfers, in whole or in part, the economic risk of ownership of such Shares, whether any such transaction described in (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise, or (iii) publicly announce an intention to effect any such transaction. The foregoing shall not apply to (i) the issue of the Placing Shares under the Placing Agreement; (ii) the issue of the Bonds, and any corresponding issue and allotment of Shares upon conversion, (iii) any corresponding issue and allotment of Shares upon conversion of the U.S.\$500,000,000 zero coupon convertible bonds issued by the Company and due 2030; and (iv) any issuance of Shares pursuant to the vesting of the awards under the share schemes adopted and announced by the Company.

Conditions of the Placing

The obligations of the Placing Agents to proceed to completion of the Placing are subject to the following conditions (the “**Conditions**”):

- (a) the Listing Committee of the Hong Kong Stock Exchange granting listing of and permission to deal in the Placing Shares and such listing and permission not subsequently revoked prior to the deposit of the Placing Shares in CCASS;
- (b) all necessary approvals and clearances from all relevant regulatory authorities in connection with the Placing having been obtained to the reasonable satisfaction of the Placing Agents, such approvals and clearances not materially conflicting with or altering the terms of the Placing Agreement and not imposing any material adverse conditions on any party of the Placing Agreement;
- (c) the Placing Agents having received on the Placing Closing Date the relevant legal opinions to the Placing Agents, such opinions to be in form and substance reasonably satisfactory to the Placing Agents;
- (d) before the closing of the Placing, there shall not have occurred:
 - (i) any change (nor any development or event involving a prospective change), in the financial condition, business, general affairs, prospects or results of operations of the Company or of the Group, which, in the opinion of the Placing Agents, is material and adverse in the context of the issue and Placing of the Placing Shares; or
 - (ii) (a) any suspension or limitation of trading in any of the Company’s securities by the Hong Kong Stock Exchange, other than temporary suspension of trading as a result of or in connection with the Placing or the issuance of the Bonds, or (b) any suspension or material limitation of trading generally on the Hong Kong Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the London Stock Exchange, the Australian Securities Exchange, the New York Stock Exchange or the Nasdaq National Market; or
 - (iii) any outbreak or escalation of hostilities, act of terrorism, the declaration by Hong Kong, the PRC, Singapore, Australia, the United States, the United Kingdom, any member of the European Economic Area (“**EEA**”), or any countries where the Group has business operations where such operations make material revenue contributions to the Group of a national emergency or war or other calamity or crisis; or
 - (iv) any material disruption in commercial banking or securities settlement or clearance services in Hong Kong, the PRC, Singapore, Australia, the United States, the United Kingdom, any member of the EEA, or any countries where the Group has business operations where such operations make material revenue contributions to the Group and/or a general moratorium on commercial banking activities having been declared by the relevant authorities in Hong Kong, the PRC, Singapore, Australia, the United States, the United Kingdom, any member of the EEA, or any countries where the Group has business operations where such operations make material revenue contributions to the Group; or

- (v) any material adverse change or development involving a prospective material adverse change in or affecting the financial markets in Hong Kong, the PRC, Singapore, Australia, the United States, the United Kingdom, any member of the EEA, or any countries where the Group has business operations where such operations make material revenue contributions to the Group or in international financial, political or economic conditions, currency exchange rates, exchange controls or taxation,

that, in the sole judgment of the Placing Agents, would make the placement of the Placing Shares or the enforcement of contracts to purchase the Placing Shares impracticable or inadvisable, or would materially prejudice trading of the Placing Shares in the secondary market;

- (e) the representations and warranties made by the Company pursuant to the Placing Agreement being true and accurate and not misleading as of the date of the Placing Agreement and the Placing Closing Date; and
- (f) the Company having complied with all of the agreements and undertakings and satisfied all of the conditions on its part to be complied with or satisfied under the Placing Agreement on or before the Placing Closing Date.

The Placing Agents in their sole discretion may waive any of the Conditions (except for (a) and (b)), in whole or in part and with or without conditions, by notice to the Company.

In the event that (i) any of the events set out in (d) occurs at any time between the date of the Placing Agreement and the Placing Closing Date, or (ii) the Company does not deliver the Placing Shares on the Placing Closing Date, or (iii) any of Conditions has not been satisfied or waived in writing at or prior to 8:00 a.m. (Hong Kong time) on the fifth business day after the date of the Placing Agreement, or such later date as may be agreed among the Company and the Placing Agents in writing, each of the Placing Agents may elect, in its sole discretion, to terminate this Agreement forthwith, provided that certain clauses of the Placing Agreement shall survive such termination and remain in full force and effect, and without prejudice to certain rights under the Placing Agreement, neither the Company nor any of the Placing Agents shall have any claim against each other for costs, damages compensation or otherwise arising under the Placing Agreement save for antecedent breaches arising under the Placing Agreement and provided further that if the Company shall have delivered some but not all of the Placing Shares on the Placing Closing Date, each Placing Agent shall have the option to effect the Placing with respect to such Placing Shares as have been delivered, but such partial Placing shall not relieve the Company from liability for its default with respect to the Placing Shares not delivered.

Completion of the Placing

Subject to fulfillment (or waiver, as the case may be) of the conditions mentioned above, the completion of the Placing shall take place on the Placing Closing Date.

As completion of the Placing is subject to the satisfaction and/or waiver of certain conditions precedent and the termination rights of the Placing Agents, the Placing may or may not proceed. Shareholders and potential investors are advised to exercise caution when dealing in the Shares.

APPLICATION FOR LISTING OF THE PLACING SHARES

Application will be made to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Placing Shares on the Hong Kong Stock Exchange.

EFFECT ON SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement, the number of the total issued Shares of the Company is 12,140,530,416 Shares.

The existing shareholding structure of the Company and the effect on the shareholding structure of the Company upon completion of the Placing is set out below, on the assumption that: (a) there will be no other change to the share capital of the Company between the date of this announcement and the completion of the Placing save for the issue of the Placing Shares; and (b) the Placees do not and will not hold any Shares other than the Placing Shares.

Shareholder	As at the date of this announcement		Immediately after the completion of the Placing	
	Number of Shares	Approximate percentage of the total issued Shares (%)	Number of Shares	Approximate percentage of the total issued Shares (%)
China Minmetals Corporation and its associates ⁽¹⁾	8,186,032,923	67.4273	8,186,032,923	63.7223
Directors ⁽²⁾	240,984	0.002	240,984	0.0019
Other Shareholders	3,954,256,509	32.5707	3,954,256,509	30.7810
Placees	—	—	705,892,000	5.4949
Total:	<u>12,140,530,416</u>	<u>100.00</u>	<u>12,846,422,416</u>	<u>100.00</u>

Notes:

- (1) As at the date of this announcement, China Minmetals H.K. (Holdings) Limited (“**Minmetals HK**”) is owned as to approximately 39.04%, 38.95% and 22.01% by China Minmetals Corporation Limited (“**CMCL**”), Album Enterprises Limited (“**Album Enterprises**”) and Top Create Resources Limited (“**Top Create**”), respectively. Album Enterprises and Top Create are wholly-owned by China Minmetals Non-ferrous Metals Co., Ltd. (“**CMN**”), which in turn is wholly-owned by CMCL. CMCL is owned as to approximately 87.5% by China Minmetals Corporation (“**CMC**”) and approximately 0.8% by Minmetals (Beijing) Metal Products Co., Ltd. (formerly known as China National Metal Products Co. Ltd.), which in turn is a wholly-owned subsidiary of CMC. Accordingly, each of CMC, CMCL, CMN and Album Enterprises is deemed to be interested in the 8,186,032,923 Shares of the Company held by Minmetals HK.
- (2) As at the date of this announcement, Mr Zhao Jing Ivo, executive Director and chief executive officer of the Company, is interested in 240,984 Shares.

B. CONCURRENT PROPOSED ISSUE OF US\$800,000,000 ZERO COUPON CONVERTIBLE BONDS DUE 2027 UNDER GENERAL MANDATE

On 15 June 2026 (after trading hours), the Company and the Managers entered into the Subscription Agreement pursuant to which the Company has agreed to issue, and the Managers have severally and not jointly agreed to subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds in an aggregate principal amount of US\$800,000,000, subject to certain conditions set out in the Subscription Agreement. The Placing and the issue of the Bonds are independent of each other and are not inter-conditional.

SUBSCRIPTION AGREEMENT

Date: 15 June 2026 (after trading hours)

Parties: (1) The Company (as issuer); and
(2) The Managers.

Subscription: The Company has agreed to issue, and the Managers have agreed to severally and not jointly subscribe and pay for, or to procure subscribers to subscribe and pay for, the Bonds, on the Closing Date on the terms of the Subscription Agreement.

The Bonds are being offered and sold outside the United States in reliance on Regulation S under the Securities Act.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Managers and their respective ultimate beneficial owner(s) are Independent Third Parties.

Listing: The Company will make, or cause to be made, an application for (i) the Bonds to be listed on the Vienna MTF operated by the Vienna Stock Exchange and (ii) the Conversion Shares to be listed on the Hong Kong Stock Exchange in accordance with the Subscription Agreement.

Conditions Precedent to the
Subscription:

The obligations of the Managers to subscribe and pay for the Bonds or to procure subscriber(s) to subscribe and pay for the Bonds are conditional on:

- (1) **Other Contracts:** the execution and delivery on or before the Closing Date of the other Contracts, each in a form reasonably satisfactory to the Managers, by the respective parties;
- (2) **Due Diligence:** the Managers being reasonably satisfied with the results of their due diligence investigations with respect to the Company and its subsidiaries;
- (3) **Compliance:** at the Closing Date:
 - (i) the representations and warranties of the Company in the Subscription Agreement being true, accurate and correct at, and as if made on such date;
 - (ii) the Company having performed all of its obligations under the Subscription Agreement to be performed on or before such date; and
 - (iii) there having been delivered to the Managers a certificate in the form attached to the Subscription Agreement, dated as of such date, of a duly authorised officer of the Company to such effect;
- (4) **Material Adverse Change:** from the date of the Subscription Agreement up to and at the Closing Date, there shall not have occurred any change (nor any development or event involving a prospective change), in the financial condition, business, general affairs, prospects or results of operations of the Company or of the Group, which, in the opinion of the Managers, is material and adverse in the context of the issue and offering of the Bonds;
- (5) **Process agent appointment:** evidence that the person mentioned in the relevant clause in the Subscription Agreement has agreed to receive process in the manner specified in the Contracts being delivered to the Managers on or before the Closing Date;

- (6) **Other consents:** on or prior to the Closing Date there shall have been delivered to the Managers copies of the following consents and approvals required in relation to the issue of the Bonds and the performance of the Company's obligations under the Trust Deed, the Agency Agreement and the Bonds:
- (i) the extract from the minutes of the Board dated 6 May 2026; and
 - (ii) the extract from the minutes of the sub-committee of the Company dated 5 June 2026;
- (7) **Listing:** the Hong Kong Stock Exchange and the Vienna MTF operated by the Vienna Stock Exchange having agreed to list the Conversion Shares and the Bonds respectively and subject to any conditions reasonably satisfactory to the Managers (or, in each case, the Managers being reasonably satisfied that such listing will be granted); and
- (8) **Legal Opinions:** on or before the Closing Date, there having been delivered to the Managers opinions, in form and substance reasonably satisfactory to the Managers, dated the Closing Date, as the case may be, of legal advisers to the Company as to Hong Kong law, legal advisers to the Managers and the Trustee as to English law, and legal advisers to the Company as to PRC law.

The Managers may, at their discretion and upon such terms as they think fit, waive compliance with the whole or any part of the above conditions precedent (other than condition precedent (1)).

Terminations:

Notwithstanding anything contained in the Subscription Agreement, the Managers may, by written notice to the Company given at any time prior to payment of the net subscription monies for the Bonds to the Company, in their sole discretion terminate the Subscription Agreement in any of the following circumstances:

- (1) if there shall have come to the notice of the Managers any breach of, or any event rendering untrue or incorrect in any material respect, any of the warranties and representations contained in the Subscription Agreement or any failure to perform any of the Company's undertakings or agreements in the Subscription Agreement;

- (2) if any of the conditions precedent in the Subscription Agreement has not been satisfied or waived by the Managers on or prior to the Closing Date;
- (3) if in the opinion of the Managers, there shall have been, since the date of the Subscription Agreement, any change, or any development involving a prospective change, in national or international monetary, financial, political or economic conditions (including any disruption to trading generally, or trading in any securities of the Company on any stock exchange or in any over the counter market) or currency exchange rates or foreign exchange controls such as would in their view, be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market;
- (4) if, in the opinion of the Managers, there shall have occurred any of the following events: (i) a suspension or a material limitation in trading in securities generally on the New York Stock Exchange, the London Stock Exchange plc, and/or the Hong Kong Stock Exchange, and/or any other stock exchange on which the Company's securities are traded; (ii) a suspension or a material limitation in trading in the Company's securities on the Hong Kong Stock Exchange and/or any other stock exchange on which the Company's securities are traded; (iii) a general moratorium on commercial banking activities in the United States, Hong Kong, the PRC, the European Union, Australia, Singapore and/or the United Kingdom declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, Hong Kong, the PRC, the European Union, Singapore or the United Kingdom; or (iv) a change or development involving a prospective change in taxation affecting the Company, the Bonds and the Conversion Shares or the transfer thereof; or

- (5) if, in the opinion of the Managers, there shall have occurred any event or series of events (including the occurrence of any local, national or international outbreak or escalation of disaster, hostility, insurrection, armed conflict, act of terrorism, act of God or epidemic) as would in their view be likely to prejudice materially the success of the offering and distribution of the Bonds or dealings in the Bonds in the secondary market.

Lock-up Undertakings:

Neither the Company nor any person acting on its behalf will:

- (a) issue, offer, sell, contract to sell, pledge, encumber or otherwise dispose of or grant options, issue warrants or offer rights entitling persons to subscribe or purchase any interest in any Shares or securities of the same class as the Bonds or the Shares or any securities convertible into, exchangeable for or which carry rights to subscribe or purchase the Bonds, the Shares or securities of the same class as the Bonds, the Shares or other instruments representing interests in the Bonds, the Shares or other securities of the same class as them;
- (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of the ownership of the Shares;
- (c) enter into any transaction with the same economic effect as, or which is designed to, or which may reasonably be expected to result in, or agree to do, any of the foregoing, whether any such transaction of the kind described in (a), (b) or (c) is to be settled by delivery of Shares or other securities, in cash or otherwise; or
- (d) announce or otherwise make public an intention to do any of the foregoing,

in any such case without the prior written consent of the Managers between the date of the Subscription Agreement and the date which is 90 days after the Closing Date (both dates inclusive); except for (i) Shares to be issued upon the conversion of any of the Existing 2030 Convertible Bonds; (ii) the Bonds and the issuance of the Conversion Shares; and (iii) the Shares issued pursuant to the Placing.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarised as follows:

Issuer:	The Company
Bonds:	US\$800,000,000 zero coupon convertible bonds due 2027, convertible at the option of the holder thereof into fully paid Shares at the initial Conversion Price of HK\$10.21 per Share (subject to adjustments)
Issue Date:	23 June 2026
Maturity Date:	21 June 2027
Issue Price:	102% of the principal amount of the Bonds.
Interest:	The Bonds are zero coupon and do not bear interest.
Status:	The Bonds will constitute direct, unconditional, unsubordinated and (subject to the negative pledge as set out in the Terms and Conditions) unsecured obligations of the Company and shall at all times rank <i>pari passu</i> and without any preference or priority among themselves. The payment obligations of the Company under the Bonds shall, save for such exceptions as may be provided by mandatory provisions of applicable law and subject to the negative pledge as set out in the Terms and Conditions, at all times rank at least equally with all of its other present and future unsecured and unsubordinated obligations.
Form and Denomination:	<p>The Bonds will be issued in registered form in the denomination of US\$200,000 each and integral multiples of US\$200,000 in excess thereof.</p> <p>Upon issue, the Bonds will be represented by a global certificate deposited with, and representing Bonds registered in the name of a nominee of, a common depository for Euroclear Bank SA/NV and Clearstream Banking S.A..</p>

Negative Pledge:	So long as any Bond remains outstanding (as defined in the Trust Deed), the Company will not, and the Company shall procure that none of its Principal Subsidiaries (as defined in the Terms and Conditions) (other than any Listed Subsidiary or a Subsidiary of such Listed Subsidiary) will, create, permit to subsist or arise or have outstanding, any Encumbrance upon the whole or any part of their respective present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee of or indemnity in respect of any Relevant Indebtedness unless, at the same time or prior thereto, the Bonds are secured equally and rateably (i) therewith or by the same Encumbrance or (ii) by such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution (as defined in the Trust Deed).
Conversion Right:	<p>Subject to and upon compliance with the Terms and Conditions, each Bondholder has the right to convert its Bond(s) into the Conversion Share(s).</p> <p>The number of Conversion Shares will be determined by dividing the principal amount of the Bond to be converted (translated into Hong Kong dollars at the fixed exchange rate of HK\$7.8354 = US\$1.00 (the “Fixed Exchange Rate”)) by the Conversion Price in effect on the relevant Conversion Date.</p>
Conversion Period:	Subject to and upon compliance with the Terms and Conditions, the Conversion Right attaching to any Bond may be exercised, at the option of the holder thereof, at any time (subject to any applicable fiscal or other laws or regulations and as hereinafter provided) after the Issue Date up to the close of business (at the place where the Certificate representing such Bond is deposited for conversion) on the 10th day prior to the Maturity Date (both days inclusive) (but, except as provided in the Terms and Conditions, in no event thereafter) or, if such Bond shall have been called for redemption by the Company before the Maturity Date, then up to the close of business (at the place aforesaid) on a date no later than 15 days (both days inclusive and in the place aforesaid) prior to the date fixed for redemption thereof or, if notice requiring redemption has been given by the holder of such Bond pursuant to the Terms and Conditions, then up to the close of business (at the place aforesaid) on the day prior to the giving of such notice.

Conversion Price:

The price at which Shares will be issued upon conversion will initially be HK\$10.21 per Share but will be subject to adjustments for: (i) consolidation, subdivision, redesignation or re-classification of Shares; (ii) capitalisation of profits or reserves; (iii) capital distributions to the Shareholders; (iv) rights issues of Shares or options over Shares at less than 95% of the Current Market Price (as defined in the Terms and Conditions) per Share; (v) rights issues of other securities; (vi) issues at less than 95% of the Current Market Price per Share; (vii) other issues at less than 95% of the Current Market Price per Share; (viii) modification of rights of conversion etc. at less than 95% of the Current Market Price per Share; (ix) other offers to Shareholders; and (x) other events, as further described in the Terms and Conditions.

Adjustment upon Change of Control:

If a Change of Control shall occur, the Company shall give notice ("**Change of Control Notice**") of that fact to the Trustee and the Principal Agent in writing and to the Bondholders in accordance with the Terms and Conditions within 14 days after it becomes aware of such Change of Control. Following the giving of a Change of Control Notice, upon any exercise of Conversion Rights such that the relevant Conversion Date falls within the period of 30 days following the later of (i) the relevant Change of Control and (ii) the date on which the Change of Control Notice is given to Bondholders (such period, the "**Change of Control Conversion Period**"), the Conversion Price shall be adjusted in accordance with the following formula:

$$NCP = OCP / (1 + (CP \times c/t))$$

Where:

"**c**" means the number of days from and including the date the Change of Control occurs to but excluding the Maturity Date.

"**CP**" means 15.0 per cent. expressed as a fraction.

"**NCP**" means the new Conversion Price.

"**OCP**" means the Conversion Price in effect on the relevant Conversion Date.

"**t**" means the number of days from and including the Issue Date to but excluding the Maturity Date,

provided that the Conversion Price shall not be reduced below the level permitted by applicable laws and regulations from time to time (if any).

No adjustment will be made to the Conversion Price when Shares or any rights or options on other securities are issued, offered, appropriated or granted pursuant to any share option, share award, restricted share or employee incentive scheme or plan (and which such scheme or plan is in compliance with the Listing Rules or, if applicable, the listing rules of an Alternative Stock Exchange) ("**Share Scheme Shares/Options**"), unless any grant or issue of Share Scheme Shares/Options (which, but for this provision, would have required adjustment pursuant to the Terms and Conditions) would result in the total number of Shares which may be issued upon exercise of such Share Scheme Shares/Options granted during any 12-month period up to and including the date of such grant representing, in aggregate, over 2.00 per cent. of the average number of issued and outstanding Shares during such 12-month period, in which case only such portion of the grant or issue of Share Scheme Shares/Options that exceeds 2.00 per cent. of the average number of issued and outstanding Shares during the relevant 12-month period shall be taken into account in determining adjustment of the Conversion Price pursuant to the Terms and Conditions.

Ranking of Conversion Shares: The Conversion Shares will be fully-paid and will in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date.

Final Redemption at Maturity: Unless previously redeemed, purchased and cancelled or unless the Conversion Right in respect of such Bond has been exercised as provided in the Terms and Conditions, the Company will redeem each Bond at its principal amount on the Maturity Date.

Redemption for Taxation
Reasons:

The Bonds may be redeemed at the option of the Company in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice (a "**Tax Redemption Notice**") to the Bondholders in accordance with the Terms and Conditions (which notice shall be irrevocable) and in writing to the Trustee and the Principal Agent, on the date specified in the Tax Redemption Notice for redemption (the "**Tax Redemption Date**") at their principal amount, if the Company satisfies the Trustee immediately prior to the giving of such notice that (A) the Company has or will become obliged to pay Additional Tax Amounts (as defined in the Terms and Conditions) as provided or referred to in the Terms and Conditions as a result of any change in, or amendment to, the laws or regulations of Hong Kong or any political subdivision or any authority thereof or therein having power to tax, or any change in the general application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after 15 June 2026, and (B) such obligation cannot be avoided by the Company taking reasonable measures available to it, provided that no Tax Redemption Notice shall be given earlier than 90 days prior to the earliest date on which the Company would be obliged to pay such Additional Tax Amounts were a payment in respect of the Bonds then due. If the Company gives a notice of redemption pursuant to the Terms and Conditions, each holder of the Bonds shall have the right to elect that its Bonds shall not be redeemed. Upon a Bondholder electing not to have its Bonds redeemed in such circumstances, no Additional Tax Amounts shall be payable by the Company in respect thereof pursuant to the Terms and Conditions and any payments due after the relevant Tax Redemption Date shall be made subject to any deduction or withholding of any taxation required to be deducted or withheld, as further described in the Terms and Conditions.

Redemption at the Option of
the Company:

The Company may, having given not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Principal Agent and the Trustee in writing and to the Bondholders in accordance with the Terms and Conditions (which notice will be irrevocable), redeem all but not some only of the Bonds at their principal amount on the date specified in the Optional Redemption Notice:

- (i) at any time after 30 Trading Days after the Issue Date but prior to the Maturity Date, provided that no such redemption may be made unless the Closing Price of a Share translated into U.S. dollars at the prevailing rate applicable to each Trading Day, for any 15 Trading Days within a period of 30 consecutive Trading Days, the last of such Trading Day shall occur not more than 10 days prior to the date upon which notice of such redemption is given, was, for each such 15 Trading Days, at least 110 per cent. of the Conversion Price (translated into U.S. dollars at the Fixed Exchange Rate) then in effect. If there shall occur an event giving rise to a change in the Conversion Price during any such 30 consecutive Trading Day period, appropriate adjustments for the relevant days approved by an Independent Financial Advisor shall be made for the purpose of calculating the Closing Price of the Shares for such days; or
- (ii) if at any time prior to the date of such Optional Redemption Notice, at least 90 per cent. in principal amount of the Bonds originally issued has already been redeemed, purchased and cancelled or in respect of which Conversion Rights have been exercised.

Upon the expiry of the Optional Redemption Notice, the Company will be bound to redeem the relevant Bonds at their principal amount.

Redemption for Delisting or
Change of Control:

Following the occurrence of a relevant event, being:

- (a) when the Shares cease to be listed or admitted to trading or are suspended for trading for a period equal to or exceeding 30 consecutive Trading Days on the Hong Kong Stock Exchange or, if applicable, the Alternative Stock Exchange (the "**Delisting**"); or
- (b) when there is a Change of Control,

the holder of each Bond will have the right, at such holder's option, to require the Company to redeem all or some only of such holder's Bonds on the Relevant Event Redemption Date (as defined below) at their principal amount.

"Relevant Event Redemption Date" shall be the 14th day after the expiry of such period of 30 days following the delivery of the notice of redemption by the Bondholder within 30 days of the occurrence of the Delisting or a Change of Control or, if later, 30 days after the notice of the Delisting or a Change of Control is given to Bondholders by the Company.

CONVERSION PRICE AND CONVERSION SHARES

The initial Conversion Price is HK\$10.21 per Share (subject to adjustments), which represents:

- (a) a premium of approximately 4.8% over the Closing Price of HK\$9.74 per Share as quoted on the Hong Kong Stock Exchange on 15 June 2026 (being the Trading Day on which the Subscription Agreement was signed); and
- (b) a premium of approximately 17.5% over the average Closing Price of HK\$8.69 per Share as quoted on the Hong Kong Stock Exchange for the last five consecutive Trading Days up to and including 15 June 2026.

The initial Conversion Price was determined with reference to the Placing Price and the Terms and Conditions (including the redemption options) and was negotiated on an arm's length basis between the Company and the Managers after a book-building exercise. The Directors consider that the Conversion Price is fair and reasonable based on the current market conditions and in the interests of the Company and the Shareholders as a whole.

The Bonds may be converted into Conversion Shares pursuant to the Terms and Conditions. Assuming full conversion of the Bonds at the initial Conversion Price of HK\$10.21 per Share and no further Shares are issued, the Bonds will be convertible into approximately 613,939,275 Shares, representing:

- (a) approximately 5.1% of the existing issued share capital of the Company as at the date of this announcement and
- (b) approximately 4.8% of the issued share capital of the Company as enlarged by the issue of the Conversion Shares upon the full conversion of the Bonds.

The Conversion Shares will be fully-paid and in all respects rank *pari passu* with the Shares in issue on the relevant Registration Date. The number of Shares that would be issued upon the conversion of the Bonds at the initial Conversion Price is within the maximum number of Shares that the Company can issue under the General Mandate.

THE SUBSCRIBERS

The Managers have informed the Company that the Bonds will be offered to no less than six independent subscribers (who will be independent individual, corporate and/or institutional professional investors).

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the subscribers and their respective ultimate beneficial owners are or will be, as the case may be, Independent Third Parties.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/ or waiver of the conditions precedent set out therein. In addition, the Subscription Agreement may be terminated in certain circumstances.

As the Subscription may or may not be completed, the Bonds may or may not be issued or listed and/or the Conversion Shares may or may not be issued or listed. Shareholders and potential investors of the Company are advised to exercise caution when dealing in the Shares and other securities of the Company.

APPLICATION FOR LISTING

An application will be made to the Vienna MTF operated by the Vienna Stock Exchange for the listing of the Bonds. The Company will also make an application to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Conversion Shares on the Hong Kong Stock Exchange.

EFFECTS ON SHAREHOLDING STRUCTURE AS A RESULT OF CONVERSION OF THE BONDS

The table below sets out a summary of the shareholdings in the Company (i) as at the date of this announcement, and (ii) upon the exercise in full of the Conversion Rights attached to the Bonds, on the assumptions that (a) there will be no other change to the share capital of the Company from the date of this announcement until the conversion of the Bonds in full, save for the issue of Conversion Shares as a result of the conversion of the Bonds in full; and (b) the Bondholders do not and will not hold any Shares other than the Conversion Shares:

Shareholder	As at the date of this announcement		Upon full conversion of the Bonds into Conversion Shares	
	<i>Number of Shares</i>	<i>Approximate percentage of the total issued Shares (%)</i>	<i>Number of Shares</i>	<i>Approximate percentage of the total issued Shares (%)</i>
China Minmetals Corporation and its associates ⁽¹⁾	8,186,032,923	67.4273	8,186,032,923	64.1817
Directors ⁽²⁾	240,984	0.002	240,984	0.0019
Other Shareholders	3,954,256,509	32.5707	3,954,256,509	31.0029
Bondholders	—	—	613,939,275	4.8135
Total:	12,140,530,416	100.00	12,754,469,691	100.00

Notes:

- (1) As at the date of this announcement, Minmetals HK is owned as to approximately 39.04%, 38.95% and 22.01% by CMCL, Album Enterprises and Top Create, respectively. Album Enterprises and Top Create are wholly-owned by CMN, which in turn is wholly-owned by CMCL. CMCL is owned as to approximately 87.5% by CMC and approximately 0.8% by Minmetals (Beijing) Metal Products Co., Ltd. (formerly known as China National Metal Products Co. Ltd.), which in turn is a wholly-owned subsidiary of CMC. Accordingly, each of CMC, CMCL, CMN and Album Enterprises is deemed to be interested in the 8,186,032,923 Shares of the Company held by Minmetals HK.
- (2) As at the date of this announcement, Mr Zhao Jing Ivo, executive Director and chief executive officer of the Company, is interested in 240,984 Shares.

As at the date of the announcement, except for the Bonds to be issued and the Existing 2030 Convertible Bonds, the Company does not have any outstanding options, convertible bonds, warrants or other similar securities which are convertible into Shares.

EFFECTS ON SHAREHOLDING STRUCTURE OF THE COMPANY AS A RESULT OF (I) THE PLACING; AND (II) THE CONVERSION OF THE BONDS

The table below sets out a summary of the shareholding structure of the Company (i) as at the date of this announcement; (ii) immediately upon the completion of the Placing (assuming there is no change in the number of issued Shares from the date of this announcement up to the Placing Closing Date) but before conversion of the Bonds; and (iii) after completion of the Placing and the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into Shares at the initial Conversion Price of HK\$10.21 per Share (subject to adjustments).

Shareholder	As at the date of this announcement		Immediately after the completion of the Placing but before the conversion of the Bonds		Immediately after the completion of the Placing and the issue and allotment of the Conversion Shares assuming the Bonds are fully converted into Shares (subject to adjustments) at the initial Conversion Price of HK\$10.21 per Share ⁽³⁾	
	<i>Number of Shares</i>	<i>Approximate percentage of the total issued Shares (%)</i>	<i>Number of Shares</i>	<i>Approximate percentage of the total issued Shares (%)</i>	<i>Number of Shares</i>	<i>Approximate percentage of the total issued Shares (%)</i>
China Minmetals Corporation and its associates ⁽¹⁾	8,186,032,923	67.4273	8,186,032,923	63.7223	8,186,032,923	60.8158
Directors ⁽²⁾	240,984	0.002	240,984	0.0019	240,984	0.0018
Other Shareholders	3,954,256,509	32.5707	3,954,256,509	30.7810	3,954,256,509	29.3770
Placees	—	—	705,892,000	5.4949	705,892,000	5.2442
Bondholders	—	—	—	—	613,939,275	4.5611
Total:	12,140,530,416	100.00	12,846,422,416	100.00	13,460,361,691	100.00

Notes:

- (1) As at the date of this announcement, Minmetals HK is owned as to approximately 39.04%, 38.95% and 22.01% by CMCL, Album Enterprises and Top Create, respectively. Album Enterprises and Top Create are wholly-owned by CMN, which in turn is wholly-owned by CMCL. CMCL is owned as to approximately 87.5% by CMC and approximately 0.8% by Minmetals (Beijing) Metal Products Co., Ltd. (formerly known as China National Metal Products Co. Ltd.), which in turn is a wholly-owned subsidiary of CMC. Accordingly, each of CMC, CMCL, CMN and Album Enterprises is deemed to be interested in the 8,186,032,923 Shares of the Company held by Minmetals HK.
- (2) As at the date of this announcement, Mr Zhao Jing Ivo, executive Director and chief executive officer of the Company, is interested in 240,984 Shares.
- (3) This assumes no Shares will be purchased by the Company between the date of this announcement and the completion of the Placing or the full conversion of the Bonds, whichever is later, save for Placing Shares being placed in full and the issue of the Conversion Shares.

REASONS FOR AND BENEFITS OF THE PLACING AND THE ISSUE OF THE BONDS

The Board considers that the Placing represents an opportunity for the Company to enhance its financial flexibility and decrease leverage, thereby facilitating sustainable and stable growth of the Company. The Placing is expected to provide the Group with the financial resources for supporting the continued development and expansion of its projects. In addition, the Placing is expected to equip the Group with the financial capacity to pursue acquisitions and investment opportunities, in line with the Group's development strategy.

The Company is raising funds from the issue of the Bonds to refinance the Group's existing indebtedness which has higher rates of interest than the zero coupon rate of the Bonds, thereby lowering the Company's ongoing cash interest expense and improving the Group's overall gearing position.

In view of the above, the Board also considers that the Placing Agreement and the Subscription Agreement are on fair and reasonable terms and in the interests of the Company and the Shareholders as a whole, and that the Placing Agreement and Subscription Agreement are entered into upon normal commercial terms following arm's length negotiations amongst the parties.

USE OF PROCEEDS

On the assumption that all Placing Shares are fully placed, the aggregate gross proceeds from the Placing are expected to be approximately HK\$6,268 million, and the aggregate net proceeds from the Placing (after deduction of the commissions and other estimated expenses) are expected to be approximately HK\$6,253 million. Subject to completion of the issue of the Bonds, the net proceeds from the issue of the Bonds (after deduction of commission and other estimated expenses) are estimated to be approximately US\$813 million (equivalent to approximately HK\$6,370 million), representing a net issue price of approximately HK\$10.38 per Conversion Share based on the initial Conversion Price. The Company intends to use its proceeds from the Placing and the Bonds as set out below:

Intended use of net proceeds	Proportion of net proceeds allocated	Amount (HK\$ in million)	Expected time of usage
To refinance the Group's existing loans from shareholder and external borrowings	43%	5,428	On or before 30 September 2026
To support and finance the development of existing projects and expansion plans pursuant to the Group's growth strategy and objectives	29%	3,661	On or before 31 December 2027
To fund strategic acquisitions and investments in furtherance of the Group's long-term development goals	22%	2,777	On or before 31 December 2028
Replenishment of working capital and general corporate purposes	6%	757	On or before 31 December 2026

GENERAL MANDATE FOR THE PLACING AND THE ISSUE AND ALLOTMENT OF THE PLACING SHARES, AND THE ISSUE OF THE BONDS AND THE CONVERSION SHARES

At the annual general meeting of the Company held on 28 May 2026 (the "AGM"), a resolution was passed to grant a general mandate (the "General Mandate") to the Board to allot additional Shares not exceeding 20% of the total number of Shares of the Company in issue as at the date of the AGM. As at the date of this announcement and immediately prior to the entering into of the Placing Agreement and the Subscription Agreement, the Company has not issued any Shares under the General Mandate. The Placing Shares to be issued and the Conversion Shares to be issued upon the conversion of the Bonds will be allotted and issued pursuant to the General Mandate. The Placing, the Subscription and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS

The Company conducted the following fund raising activities through the issuance of equity securities in the past twelve months immediately before the date of this announcement:

Date of announcement	Event	Net proceeds and intended use	Actual use of proceeds
30 September 2025 and 8 October 2025	Issue of the Existing 2030 Convertible Bonds	The net proceeds of approximately US\$494,000,000 were intended to be applied to finance the Group's offshore indebtedness	Approximately US\$494,000,000 was used for refinancing the Group's offshore indebtedness

Save as disclosed above, the Company has not raised any funds by issuing equity securities during the 12 months immediately before the date of this announcement.

CONCURRENT DELTA PLACEMENT

Concurrent with the offering of the Bonds, the Managers may facilitate sales of existing Shares notionally underlying the Bonds by buyers of the Bonds who wish to sell such Shares in covered short sales to purchasers procured by the Managers in order to hedge the market risk to which buyers of the Bonds are exposed with respect to the Bonds that they may acquire in the offering of the Bonds. The Company will not conduct any repurchase of Shares for the purpose of this concurrent delta placement.

INFORMATION ABOUT THE GROUP

The Company is incorporated in Hong Kong with limited liability and its Shares are listed on the Hong Kong Stock Exchange. The Company is engaged in the exploration, development and mining of copper, zinc, cobalt, gold, silver, molybdenum and lead deposits around the world.

TERMS AND DEFINITIONS

In this announcement, unless the context otherwise requires, the following expressions have the following meanings:

“Agency Agreement”	the paying, conversion and transfer agency agreement to be dated on or about 23 June 2026 (as amended and/or supplemented from time to time) relating to the Bonds and made between the Company, the Trustee, the Principal Agent, the Registrar, the Transfer Agent and the other paying agents, conversion agents and transfer agents appointed therein;
“Alternative Stock Exchange”	at any time, in the case of the Shares, if they are not at that time listed and traded on the Hong Kong Stock Exchange, such other nationally or internationally recognised stock exchange which is the principal stock exchange or securities market on which the Shares are then listed or quoted or dealt in;
“associate(s)”	has the meaning ascribed to it in the Listing Rules;
“Board”	the Board of Directors of the Company;
“Bondholder(s)”	the person in whose name a Bond is registered (or in the case of a joint holding, the first named thereof);
“Bond(s)”	US\$800,000,000 zero coupon convertible bonds due 2027;
“Certificate”	a bond certificate;
“Change of Control”	the occurrence of one or more of the following events:

- (i) other than, directly or indirectly, or as the beneficiary of a trust, acting individually or together, China Minmetals Corporation or any of its or their affiliates, executors, administrators or successors, any person or persons, acting together, acquires Control of the Company; or
- (ii) the Company consolidates with or merges into or sells or transfers all or substantially all of the Company's assets to any other person, unless the consolidation, merger, sale or transfer will not result in the other person or persons acquiring Control over the Company or the successor entity;

“China” or “PRC”	the People's Republic of China, which shall for the purpose of this announcement only, exclude Hong Kong, Macau Special Administrative Region and Taiwan;
“Closing Date” or “Issue Date”	23 June 2026, or such later date, not being later than 7 July 2026, as the Company and the Managers may agree or as they may direct;
“Closing Price”	in relation to the Shares for any Trading Day, the price published in the Daily Quotation Sheet published by the Hong Kong Stock Exchange or, as the case may be, the equivalent quotation sheet of an Alternative Stock Exchange for such day;
“Company”	MMG Limited, a company incorporated in Hong Kong with limited liability, whose shares are listed on the Hong Kong Stock Exchange (Stock Code: 1208);
“connected person(s)”	has the meaning ascribed to it in the Listing Rules;
“Contracts”	the Subscription Agreement, the Trust Deed and the Agency Agreement;
“Control”	(i) the right to appoint and/or remove all or the majority of the members of the Company's Board or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, contract or otherwise; or (ii) the acquisition or control of more than 50 per cent. of the voting rights of the issued share capital of the Company;
“Conversion Date”	the conversion date in respect of a Bond;
“Conversion Price”	the price at which Conversion Shares will be issued which will initially be HK\$10.21 per Share, but will be subject to adjustments in the manner described in the Terms and Conditions;

“Conversion Right”	the right of a Bondholder to convert any Bond into Shares;
“Conversion Share(s)”	Share(s) to be issued by the Company upon conversion of the Bonds pursuant to the Trust Deed and the Terms and Conditions;
“Director(s)”	the director(s) of the Company;
“Encumbrance”	any mortgage, charge, pledge, lien or other encumbrance or security interest securing any obligation of any person or any other arrangement with similar economic effect;
“Existing 2030 Convertible Bonds”	the US\$500,000,000 zero coupon convertible bonds due 2030 issued by the Company;
“Group”	the Company and its subsidiaries taken as a whole and the expression “member of the Group” shall be construed accordingly;
“HK\$” or “HKD”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Hong Kong Stock Exchange” or “Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Independent Third Party(ies)”	an individual(s) or a company(ies) who or which, as far as the Directors are aware after having made all reasonable enquiries, is/are not a connected person(s) of the Company within the meaning of the Listing Rules;
“Last Trading Day”	15 June 2026, being the last trading day prior to the signing of the Placing Agreement, which took place before trading hours;
“Listed Subsidiary”	in relation to any person, any Subsidiary of such person whose ordinary shares are listed or dealt in or traded on any nationally or internationally recognised stock exchange;
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
“Managers” or “Placing Agents”	CLSA Limited, Morgan Stanley & Co. International plc, Merrill Lynch (Asia Pacific) Limited and Citigroup Global Markets Limited;
“Maturity Date”	21 June 2027;

“person”	includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity) but does not include members of the Board or any other governing board and does not include the Company’s wholly owned direct or indirect subsidiaries;
“Placees”	any professional, institutional and other investors whom the Placing Agents have procured to subscribe for any of the Placing Shares pursuant to Placing Agreement;
“Placing”	the placement of Placing Shares by the Placing Agents pursuant to the Placing Agreement;
“Placing Agreement”	the placing agreement dated 16 June 2026 entered into between the Company and the Placing Agents in respect of the Placing;
“Placing Closing Date”	18 June 2026, or at such other time and/or date as the Company and the Placing Agents agree in writing and in compliance with the Listing Rules;
“Placing Price”	HK\$8.88 per Share;
“Placing Share(s)”	705,892,000 new Shares to be issued and allotted by the Company pursuant to the terms and subject to the conditions set out in the Placing Agreement;
“Principal Agent”	Citibank, N.A., London Branch as principal paying agent and principal conversion agent;
“Registrar”	Citicorp International Limited;
“Registration Date”	the date on which the person or persons specified for that purpose in the relevant Conversion Notice (as defined in the Terms and Conditions) will become the holder of record of the number of Shares issuable upon conversion with effect from the date he/she is or they are registered as such in the register of shareholders of the Company;
“Relevant Indebtedness”	any future or present indebtedness incurred outside the PRC in the form of or represented by debentures, loan stock, bonds, notes or other similar securities with a maturity of more than one year from the date of issue and which are, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange or over the counter or on any other securities market (which, for the avoidance of doubt, does not include bilateral loans, syndicated loans or club deal loans);

“Shareholders”	holder(s) of the Share(s);
“Shares”	ordinary shares of the Company;
“Subscription”	the issue and subscription of the Bonds pursuant to the Subscription Agreement;
“Subscription Agreement”	the subscription agreement dated 15 June 2026 entered into between the Company and the Managers in relation to the issue and subscription of the Bonds;
“Subsidiary(ies)”	in relation to any person, (i) any company or other business entity of which that person owns or controls (either directly or through one or more other Subsidiaries) more than 50 per cent. of the issued share capital or other ownership interest having ordinary voting power to elect directors, managers or trustees or equivalent body of such company or other business entity or (ii) any company or other business entity which at any time has its accounts consolidated with those of that person or which, under the laws, regulations or generally accepted accounting principles from time to time of Hong Kong, should have its accounts consolidated with those of that person;
“subsidiaries”	has the meaning ascribed to it in the Listing Rules;
“Terms and Conditions”	the terms and conditions of the Bonds;
“Trading Day”	a day when the Hong Kong Stock Exchange or, as the case may be, an Alternative Stock Exchange is open for the business of dealing in securities, provided that for the purposes of any calculation where a Closing Price is required, if no Closing Price is reported for one or more consecutive dealing days such day or days will be disregarded in any relevant calculation and shall be deemed not to have existed when ascertaining any period of dealing days;
“Transfer Agent”	Citibank, N.A., London Branch;
“Trust Deed”	the trust deed (as amended and/or supplemented from time to time) constituting the Bonds made between the Company and the Trustee to be dated on or about 23 June 2026;
“Trustee”	Citicorp International Limited;
“U.S.” or “United States”	the United States of America, its territories and possessions and all areas subject to its jurisdiction;

“US\$” US dollar(s), the lawful currency of the United States of America; and

“%” per cent.

For the purpose of this announcement, conversion of US\$ into HK\$ is based on the exchange rate of US\$1.00 to HK\$7.8354. The exchange rate is used for illustration purposes only and should not be taken as a representation that the HK\$ amount could actually be converted into US\$ at that rate, or at all.

By order of the Board
MMG Limited
Zhao Jing Ivo
CEO and Executive Director

Hong Kong, 16 June 2026

As at the date of this announcement, the Board comprises nine directors, of which two are executive directors, namely Mr Zhao Jing Ivo and Mr Qian Song; three are non-executive directors, namely Mr Zhang Shuqiang, Mr Cao Liang (Chairman) and Mr Yue Wenjun; and four are independent non-executive directors, namely Dr Peter William Cassidy, Mr Leung Cheuk Yan, Mr Chan Ka Keung, Peter and Ms Chen Ying.