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MONGOLIA ENERGY CORPORATION LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 276)

DISCLOSEABLE TRANSACTION

CONSTRUCTION WORKS OF (1) HEATING AND CLEAN WATER SUPPLY PIPELINES; AND (2) SEWAGE PIPELINES AT THE KHUSHUUT COAL MINE

Construction Contracts

On 21 August 2026, MoEnCo entered into the Construction Contracts with the Contractor for the construction of (1) heating and clean water supply pipelines; and (2) sewage pipelines at the Khushuut Coal Mine at the aggregate consideration of MNT 2,678,889,000 (equivalent to approximately HK\$5,626,000).

Implication under the Listing Rules

As the highest applicable percentage ratio (as defined under the Listing Rules) for the Construction Contracts exceeds 5% but less than 25%, the entering into the Construction Contracts constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

Construction Contract

On 21 August 2026, MoEnCo entered into the Construction Contracts with the Contractor for the construction of (1) heating and clean water supply pipelines; and (2) sewage pipelines at the Khushuut Coal Mine, at the aggregate consideration of MNT 2,678,889,000 (equivalent to approximately HK\$5,626,000).

The principal terms of the Construction Contracts are set out as follows:

Construction Contract (1)

Date: 21 August 2026
Parties: (1) MoEnCo, as the client; and
(2) “Orgil J Trade” LLC, as the contractor

Scope of work

Under the Construction Contract (1), the Contractor is responsible for the construction of a total of 1,502m of outdoor pipelines connecting the new office and administration district and the industrial district of the Khushuut Coal Mine for the provision of heating and supply of clean water within these areas.

The Contractor shall be responsible for the construction work including the provision of all materials, equipment, tools, machinery and labour. It shall perform all services and effort necessary to complete the construction, testing, inspection, technical and state commissioning and acceptance of the construction work in respect of the Construction in full compliance with applicable Mongolia laws and regulations, construction standards, approved design drawing, and other requirements stated in the Construction Contract (1).

Construction Period

The Contractor shall commence the construction work from the date of the commencement notice from MoEnCo and shall complete the Construction within 110 calendar days from the date of commencement. The Contractor shall provide progress update to the Client after the Construction Contract (1) has become effective.

Performance guarantee

The Contractor shall provide 5% of the total contract price to MoEnCo within 7 days after the Construction Contract (1) is executed by the parties to the Construction Contract (1) as a performance guarantee.

The performance guarantee shall be returned to the Contractor within 10 days after the full completion of the Construction and commissioning of use by the respective Mongolian authorities.

Consideration

The consideration payable by MoEnCo to the Contractor under the Construction Contract (1) is MNT 1,980,550,000 (equivalent to approximately HK\$4,160,000), which shall be payable in the following manner:

- a) 15% of the total contract price shall be paid within 10 working days upon the receipt of the performance guarantee and also after the receipt of the down payment invoice together with e-tax invoice from the Contractor;
- b) 25% of the total contract price shall be paid within 10 working days after the receipt of the Contractor's invoice, e-tax invoice and the original confirmation in written form, which is signed and approved by the parties, certifying the 300m of heating pipeline, domestic hot water pipeline, clean water pipeline, and drainage system works are fully completed with high quality;

- c) 25% of the total contract price shall be paid within 10 working days after the receipt of the Contractor's invoice, e-tax invoice and the original confirmation in written form, which is signed and approved by the parties, certifying the 456m of clean water pipeline and heating pipeline works are fully completed with high quality;
- d) 20% of the total contract price shall be paid within 10 working days after the receipt of the Contractor's invoice, e-tax invoice and the original confirmation in written form, which is signed and approved by the parties, certifying the 746m of clean water pipeline and heating pipeline of the new office works are fully completed with high quality;
- e) 10% of the total contract price shall be paid within 30 calendar days upon the receipt of the Contractor's invoice and e-tax invoice after the construction work has been fully completed and a note of acceptance is signed by the State Commission and received by MoEnCo; and
- f) Retention: upon completion of the warranty period of eighteen months, with no defect and consequential work issue to be followed up and no deduction of the contract amount by MoEnCo is required, the retention of 5% of the total contract price shall be released within 30 calendar days upon receipt of the approved invoice.

Construction Contract (2)

Date: 21 August 2026

Parties: (1) MoEnCo, as the client; and
(2) "Orgil J Trade" LLC, as the contractor

Scope of work

Under the Construction Contract (2), the Contractor is responsible for the construction of a total of 1,090m of outdoor pipelines connecting the new office and administration district and the industrial district of the Khushuut Coal Mine for the discharge of sewage and waste water within these areas.

The Contractor shall be responsible for the construction work including the provision of all materials, equipment, tools, machinery and labour. It shall perform all services and effort necessary to complete the construction, testing, inspection, technical and state commissioning and acceptance of the construction work in respect of the Construction in full compliance with applicable Mongolia laws and regulations, construction standards, approved design drawing, and other requirements stated in the Construction Contract (2).

Construction Period

The Contractor shall commence the construction work from the date of the commencement notice from MoEnCo and shall complete the Construction within 110

calendar days from the date of commencement. The Contractor shall provide progress update to the Client after the Construction Contract (2) has become effective.

Performance guarantee

The Contractor shall provide 5% of the total contract price to MoEnCo within 7 days after the Construction Contract (2) is executed by the parties to the Construction Contract (2) as a performance guarantee.

The performance guarantee shall be returned to the Contractor within 10 days after the full completion of the Construction and commissioning of use by the respective Mongolian authorities.

Consideration

The consideration payable by MoEnCo to the Contractor under the Construction Contract (2) is MNT 698,339,000 (equivalent to approximately HK\$1,470,000), which shall be payable in the following manner:

- a) 15% of the total contract price shall be paid within 10 working days upon the receipt of the performance guarantee and also after the receipt of the down payment invoice together with e-tax invoice from the Contractor;
- b) 25% of the total contract price shall be paid within 10 working days after the receipt of the Contractor's invoice, e-tax invoice and the original confirmation in written form, which is signed and approved by the parties, certifying the 300m of sewage pipeline and drainage system works are fully completed with high quality;
- c) 35% of the total contract price shall be paid within 10 working days after the receipt of the Contractor's invoice, e-tax invoice and the original confirmation in written form, which is signed and approved by the parties, certifying the installation of 9 pieces of heating manholes, 18 pieces of condenser castings, casting and installation of heating pipeline bends, and casting of branch pipeline collars works are fully completed with high quality;
- d) 10% of the total contract price shall be paid within 10 working days after the receipt of the Contractor's invoice, e-tax invoice and the original confirmation in written form, which is signed and approved by the parties, certifying the 790m of sewage pipeline and drainage system works are fully completed with high quality;
- e) 10% of the total contract price shall be paid within 30 calendar days upon the receipt of the Contractor's invoice and e-tax invoice after the construction work has been fully completed and a note of acceptance is signed by the State Commission and received by MoEnCo; and
- f) Retention: upon completion of the warranty period of eighteen months, with no defect and consequential work issue to be followed up and no deduction of the contract amount by MoEnCo is required, the retention of 5% of the total contract

price shall be released within 30 calendar days upon receipt of the approved invoice.

The Contractor was selected through an open tender in which three bidders, including the Contractor, submitted their bids for MoEnCo's consideration. The selection criteria of the contractors include technical evaluation, legal and financial aspects and the commercial terms offered. The contract price of the Contractor was the lowest among all bidders and is within the construction budget of MoEnCo.

The consideration was determined via an open tender and after arm's length negotiations between MoEnCo and the Contractor. The Construction Contracts' price will be settled by the Group by way of internal resources.

Information on the Contractor

The Contractor is a company incorporated in Mongolia with limited liabilities and is principally engaged in the provision of construction services.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiries, the Contractor and its ultimate beneficial owner are Independent Third Parties.

Information of MoEnCo

MoEnCo is an indirect wholly-owned subsidiary of the Company which operates the Khushuut Coal Mine in Mongolia. The Khushuut Coal Mine is located approximately 1,350 km west of Ulaanbaatar in the Khovd Province of Western Mongolia. It is about 311 km from the Xinjiang Takeshiken border, connecting by the Khushuut Road built by the Group.

Reasons for and benefits of the Construction and the entering into the Construction Contracts

The Company is an investment holding company. The Group's principal business is coal mining and exploration which is operated by the Company's indirect wholly-owned subsidiary, MoEnCo, in Mongolia. The Group's principal project is the Khushuut Coking Coal Project in Western Mongolia. The Group sells coking coal and thermal coal to customers in PRC and Mongolia.

Based on the mining plan of the Group in the Khushuut Coal Mine, MoEnCo could shorten the distances for soil dumping and export shipping; hence maximizing the economic benefits from the cost perspective on coal production and operation in the whole life of the coal mine.

Upon the above mentioned mining plan, MoEnCo will use the present office and administration areas as soil dumping site by 2027. Accordingly, MoEnCo is required to relocate the existing office and ancillary facilities to new areas within the mine site, and to construct, among others, the new office administration buildings, industrial

office and a series of supporting facilities including the paving of the surrounding roads and the new customs bonded yard in the new areas.

The construction of the pipelines under the Construction Contracts are for connecting the new office and administration district and the industrial district of the Khushuut Coal Mine for the provision of heating, clean water supply and the discharge of sewage and waste water within the mine area.

Given (i) the Contractor was selected through an open tender; (ii) the aggregate consideration payable under the Construction Contracts was determined via an open tender process under arm's length negotiations between MoEnCo and the Contractor; and (iii) the need for relocation of supporting facilities to new areas within the mine site for mining operation, the Board considers that the Construction under the Construction Contracts is in the ordinary and usual course of business of the Group and the terms of the Construction Contracts are on normal commercial terms, fair and reasonable and the entering into the Construction Contracts and the respective transactions contemplated thereunder are in the interests of the Company and its Shareholders as a whole.

Implication of the Listing Rules

As the highest applicable percentage ratio (as defined under the Listing Rules) for the Construction Contracts upon aggregation exceeds 5% but less than 25%, the entering into the Construction Contracts constitutes a discloseable transaction for the Company and is subject to the reporting and announcement requirements under Chapter 14 of the Listing Rules.

DEFINITIONS

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

“Board”	the board of Directors
“Company”	Mongolia Energy Corporation Limited, a company incorporated in Bermuda with limited liability whose issued shares are listed on the Stock Exchange
“connected person(s)”	has the meaning ascribed thereto in the Listing Rules
“Construction”	the construction of pipelines under the Construction Contracts connecting the new office and administration district and the industrial district of the Khushuut Coal Mine for the provision of heating, clean water supply and the discharge of sewage and waste water within these areas
“Construction	the Construction Contract (1) and the Construction Contract

Contracts”	(2) both dated 21 August 2026 and entered into between MoEnCo and the Contractor in relation to the Construction
“Construction Contract (1)”	the Construction Contract (1) dated 21 August 2026 and entered into between MoEnCo and the Contractor in relation to the construction of the outdoor pipelines connecting the new office and administration district and the industrial district of the Khushuut Coal Mine for the provision of heating and supply of clean water
“Construction Contract (2)”	the Construction Contract (2) dated 21 August 2026 and entered into between MoEnCo and the Contractor in relation to the construction of the pipelines outdoor pipelines connecting the new office and administration district and the industrial district of the Khushuut Coal Mine for the discharge of sewage and waste water
“Contractor”	“Orgil J Trade” LLC, a company incorporated in Mongolia with limited liabilities with Mongolia company certificate number 2658518, and is beneficially owned by Mr. Enerelbayar Ganbaatar , an Independent Third Party
“Director(s)”	director(s) of the Company
“Group”	the Company and its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	third party(ies) independent of and not connected with the Company and its connected persons
“Khushuut Coal Mine”	the coal mine of the Group which is located approximately 1,350 km west of Ulaanbaatar in Khovd province of Western Mongolia.
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“m”	meter(s)
“MNT”	Mongolian Tugrik, the lawful currency of Mongolia
“MoEnCo” or “Client”	MoEnCo LLC, an indirect wholly-owned subsidiary of the Company in Mongolia. MoEnCo is also the client for the purpose of the Construction Contract

“percentage ratios”	shall have the meaning as ascribed to it under Chapter 14 of the Listing Rules
“Share(s)”	Shares of the Company
“Shareholder(s)”	holder(s) of Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“%”	per cent.

For the purposes of illustration only, amounts denominated in MNT in this announcement have been converted into HK\$ at the rate of MNT1.00 = HK\$0.0021

Such conversion should not be construed as a representation that the amounts in question have been, could have been or could be converted at any particular rate at all.

By order of the Board
Mongolia Energy Corporation Limited
Tang Chi Kei
Company Secretary

Hong Kong, 21 August 2026

As at the date of this announcement, the Board comprises ten directors, including Mr. Lo Lin Shing, Simon, Ms. Yvette Ong, Mr. Lo, Rex Cze Kei, Mr. Lo, Chris Cze Wai and Mr. Lo, James Cze Chung as executive directors, Mr. To Hin Tsun, Gerald as non-executive director, and Mr. Tsui Hing Chuen, William JP, Mr. Lau Wai Piu, Mr. Lee Kee Wai, Frank and Mr. Wei, Chi Kuan Kenny as independent non-executive directors.