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MMG LIMITED
五礦資源有限公司

(Incorporated in Hong Kong with limited liability)
(STOCK CODE: 1208)

PROPOSED ISSUE OF US\$500,000,000 ZERO COUPON CONVERTIBLE BONDS DUE 2030

Joint Global Coordinators, Joint Lead Managers and Joint Bookrunners
(in alphabetical order)

BofA Securities

CITIC Securities

On 29 September 2025 (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\$500,000,000, subject to certain conditions set out in the Subscription Agreement.

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 Bonds are convertible in the circumstances set out in the Terms and Conditions into Shares at an initial Conversion Price of HK\$8.40 per Share (subject to adjustments).

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$8.40 per Share, the Bonds will be convertible into approximately 463,113,095 Shares, representing approximately 3.81% of the total issued share capital of the Company as at the date of this announcement, and approximately 3.67% of the enlarged total issued share capital of the Company resulting from the full conversion of the Bonds. The Conversion Shares will be fully-paid and 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 Company intends to apply the net proceeds from the issue of the Bonds for refinancing the Group's offshore indebtedness.

The Conversion Shares will be allotted and issued by the Company pursuant to the general mandate granted to the Board by the Shareholders at the annual general meeting of the Company held on 22 May 2025. The subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

The Company will apply to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds and the Conversion Shares to be allotted and issued upon conversion of the Bonds.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedents therein. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed "Subscription Agreement" in this announcement for further information.

As the issue and subscription of the Bonds under the Subscription Agreement 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.

PROPOSED ISSUE OF US\$500,000,000 ZERO COUPON CONVERTIBLE BONDS DUE 2030

The Board announces that on 29 September 2025 (after trading hours), the Company and the Managers have entered into the Subscription Agreement whereby, subject to the terms and conditions of the Subscription Agreement, the Managers have conditionally agreed to subscribe and pay for, or procure subscribers to subscribe and pay for, the Bonds to be issued by the Company in an aggregate principal amount of US\$500,000,000. The issue price of the Bonds shall be 100.00% of the aggregate principal amount of the Bonds and the denomination of each Bond shall be US\$200,000 each and integral multiples of US\$200,000 in excess thereof. It is intended that the Bonds will be listed on the Hong Kong Stock Exchange.

SUBSCRIPTION AGREEMENT

The principal terms of the Subscription Agreement are summarised as follows:

Date: 29 September 2025

Parties: (1) the Company, as the 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 U.S. Securities Act.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of the Managers and their respective ultimate beneficial owner(s) is a third party independent from the Company and is not a connected person of the Company.

Listing:

The Company confirms that it will make, or cause to be made, an application for the Bonds and the Conversion Shares to be listed on the Hong Kong Stock Exchange in accordance with the terms of the Subscription Agreement.

Conditions Precedent to the Subscription:

The obligations of the Managers to subscribe and pay for the Bonds or to procure subscribers 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) **Comfort Letters:** on the date of the Subscription Agreement and on the Closing Date, there having been delivered to the Managers comfort letters, each in form and substance reasonably satisfactory to the Managers, dated the date of the Subscription Agreement in the case of the first letter and dated the Closing Date in the case of the subsequent letter, and addressed to the Managers from Deloitte Touche Tohmatsu, Certified Public Accountants to the Company;
- (3) **CFO Certificate:** on the date of the Subscription Agreement and on the Closing Date, there having been delivered to the Managers an officer certificate, substantially in the form attached to the Subscription Agreement, dated as of such date, signed by the chief financial officer of the Company;

(4) **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;

(5) **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;

(6) **NDRC Approval:** the NDRC having given its approval in respect of the issue of the Bonds and such approval remaining in full force and effect, and not altering the terms of any Contract, on the Closing Date, and written evidence of such approval having been given to the Managers;

- (7) **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 17 September 2025; and
 - (ii) the extract from the minutes of the sub-committee of the Company dated 29 September 2025;
- (8) **Listing:** the Hong Kong Stock Exchange having agreed to list the Conversion Shares and subject to any conditions reasonably satisfactory to the Managers, to list the Bonds (or, in each case, the Managers being reasonably satisfied that such listing will be granted);
- (9) **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 of:
- (i) Herbert Smith Freehills Kramer, legal advisers to the Company as to Hong Kong law;
 - (ii) Deheng Law Offices, legal advisers to the Company as to PRC law; and
 - (iii) Linklaters, legal advisers to the Managers and the Trustee as to English 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 (other than the condition (1) above).

As at the date of this announcement, certain of the above conditions precedent to the completion of the Subscription Agreement are yet to be satisfied and/or waived (as the case may be). It is the intention of the Company to satisfy or procure the satisfaction of all of the above conditions by the Closing Date.

Termination:

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.

**Company Lock-up
Undertaking:**

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) the Bonds and (ii) the issuance of the Conversion Shares as a result of conversion of the Bonds.

PRINCIPAL TERMS OF THE BONDS

The principal terms of the Bonds are summarised as follows:

Issuer:	the Company
Bonds:	US\$500,000,000 zero coupon convertible bonds due 2030, convertible at the option of the holder thereof into fully paid Shares at the initial Conversion Price of HK\$8.40 per Share
Maturity Date:	8 October 2030
Issue Price:	100.00% 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 Domination:

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.

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 depositary for Euroclear Bank SA/NV and Clearstream Banking S.A.

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:

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).

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\$7.7803 = US\$1.00) by the Conversion Price in effect on the relevant Conversion Date.

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) on or after 18 November 2025 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\$8.40 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:

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

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 40 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.

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, 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 29 September 2025, 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 Tax Redemption Notice pursuant to the Terms and Condition, each Bondholder will have the right to elect that its Bond(s) shall not be redeemed and that the provisions of the Terms and Conditions in connection with taxation shall not apply in respect of any payment of principal, premium (if any) or any other amounts to be made in respect of such Bond(s) which falls due after the relevant Tax Redemption Date, whereupon no additional amounts shall be payable by the Company in respect thereof pursuant to the Terms and Conditions and payment of all amounts by the Company to such Bondholder in respect of such Bond shall be made subject to the deduction or withholding of any tax required to be deducted or withheld.

**Redemption at the
Option of the
Company:**

On giving not less than 30 nor more than 60 days' 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), the Company may at any time prior to the Maturity Date redeem in whole, but not in part, the Bonds for the time being outstanding at their principal amount, provided that prior to the date of such 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.

**Redemption at the
Option of the
Bondholders:**

The Company will, at the option of the holder of any Bond, redeem all or some only of such holder's Bonds on 8 October 2028 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; 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 a relevant event.

CONVERSION PRICE AND CONVERSION SHARES

The initial Conversion Price is HK\$8.40 per Share (subject to adjustments), which represents:

- (a) a premium of approximately 34.62% over the closing price of HK\$6.24 per Share as quoted on the Hong Kong Stock Exchange on 29 September 2025 (being the day on which the Subscription Agreement was entered into); and
- (b) a premium of approximately 38.61% over the average closing price of approximately HK\$6.06 per Share, as quoted on the Hong Kong Stock Exchange for the last five consecutive Trading Days up to and including 29 September 2025.

The Conversion Price was determined with reference to the prevailing market price of the Shares 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 current market conditions and in the interests of the Company and the Shareholders as a whole.

Assuming full conversion of the Bonds at the initial Conversion Price of HK\$8.40 per Share, the Bonds will be convertible into approximately 463,113,095 Shares, representing:

- (a) approximately 3.81% of the total issued share capital of the Company as at the date of this announcement, and
- (b) approximately 3.67% of the enlarged total issued share capital of the Company resulting from 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 pursuant to the Bonds is within the maximum number of Shares that the Company can issue under the General Mandate (as defined and detailed in the section headed “General Mandate” in this announcement).

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) is not a connected person of the Company before and immediately after the completion of the issuance of the Bonds.

EFFECT ON SHAREHOLDING STRUCTURE

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	67.43%	8,186,032,923	64.95%
Directors ⁽²⁾	1,181,034	0.01%	1,181,034	0.01%
Other Shareholders	3,953,316,459	32.56%	3,953,316,459	31.37%
Bondholders	—	—	463,113,095	3.67%
Total:	12,140,530,416	100.00%	12,603,643,511	100.00%

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 China Minmetals Corporation Limited (“**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 Xu Jiqing, chairman and non-executive Director of the Company, and Mr Zhao Jing Ivo, executive Director and chief executive officer of the Company, is interested in 940,050 and 240,984 Shares, respectively.

USE OF PROCEEDS

Subject to completion of the issue of the Bonds, the net proceeds from the offering of the Bonds, after deduction of fees and commissions and other estimated expenses, are estimated to be approximately US\$494,000,000, representing a net issue price of approximately HK\$8.30 per Conversion Share based on the initial Conversion Price. The Company intends to apply the net proceeds from the issue of the Bonds for refinancing the Group’s offshore indebtedness.

REASONS FOR AND BENEFITS OF THE ISSUE OF THE BONDS

The Company is raising funds from the issuance of the Bonds to repay existing indebtedness which has higher rates of interest than the zero coupon rate of the Bonds, thereby lowering the Company's ongoing interest expense. This will help improve the Company's ongoing cashflows and maintaining a balanced gearing position.

The Directors consider that the terms and conditions of the Subscription Agreement and the issue of the Bonds are made on normal commercial terms and in the interests of the Company and the Shareholders as a whole.

GENERAL MANDATE

At the annual general meeting of the Company held on 22 May 2025 (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 Subscription Agreement, the Company has not issued any Shares under the General Mandate. The Conversion Shares to be issued upon the conversion of the Bonds will be allotted and issued pursuant to the General Mandate. The subscription of the Bonds and the issue of the Conversion Shares by the Company are not subject to further Shareholders' approval.

EQUITY FUND-RAISING ACTIVITY BY THE COMPANY IN THE LAST 12 MONTHS

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.

APPROVALS RECEIVED AND APPLICATION FOR LISTING

The Enterprise Foreign Debt Examination and Registration Certificate in relation to the issuance of the Bonds has been obtained from the NDRC.

A formal application will be made by the Company to the Hong Kong Stock Exchange for the listing of, and permission to deal in, the Bonds on the Hong Kong Stock Exchange by way of debt issues to professional investors (as defined in Chapter 37 of the Listing Rules) only. 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.

Completion of the transactions under the Subscription Agreement is subject to the satisfaction and/or waiver of certain conditions precedents therein. In addition, the Subscription Agreement may be terminated under certain circumstances. Please refer to the section headed “Subscription Agreement” above for further information.

As the issue and subscription of the Bonds under the Subscription Agreement 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.

DEFINITIONS

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

“Affiliates”	means in relation to any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person
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“Agency Agreement”	the paying, conversion and transfer agency agreement to be dated on or about 8 October 2025 (as amended and/or supplemented from time to time) relating to the Bonds and made between the Company, the Trustee, the Principal Agent as principal paying agent and principal conversion 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
“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)
“Bonds”	US\$500,000,000 zero coupon convertible bonds due 2030
“Certificate”	means a bond certificate
“Change of Control”	<p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"> (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

“Closing Price”	means 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
“Closing Date” or “Issue Date”	8 October 2025, or such later date, not being later than 22 October 2025, as the Company and the Managers may agree or as they may direct
“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”	has the meaning ascribed to it under the Listing Rules
“Contracts”	the Subscription Agreement, the Trust Deed and the Agency Agreement
“Control”	means (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\$8.40 per Share, but will be subject to adjustments in the manner described in the Terms and Conditions
“Conversion Right(s)”	means the right of a Bondholder to convert any Bond into Shares
“Conversion Share(s)”	the 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”	means 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
“Group”	means the Company and its consolidated subsidiaries taken as a whole
“HK\$”	means Hong Kong dollar(s), the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hong Kong Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Listed Subsidiary”	means 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”	Merrill Lynch (Asia Pacific) Limited and CLSA Limited
“Maturity Date”	8 October 2030
“NDRC”	the National Development and Reform Commission of the PRC or its local counterparts
“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 the Board or any other governing board and does not include the Company’s wholly-owned direct or indirect subsidiaries

“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
“Principal Agent”	Deutsche Bank AG, Hong Kong Branch
“Registrar”	Deutsche Bank AG, Hong Kong Branch
“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”	means 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)
“Shareholder(s)”	holder(s) of the Share(s)
“Share(s)”	ordinary shares of the Company
“Subscription Agreement”	the subscription agreement dated 29 September 2025 entered into between the Company and the Managers in relation to the issue and subscription of the Bonds

“Subsidiary”	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
“Terms and Conditions”	the terms and conditions of the Bonds
“Trading Day”	means 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 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”	Deutsche Bank AG, Hong Kong Branch
“Trust Deed”	the trust deed (as amended and/or supplemented from time to time) constituting the Bonds and made between the Company and the Trustee to be dated on or about 8 October 2025
“Trustee”	DB Trustees (Hong Kong) Limited
“U.S. Securities Act”	the U.S. Securities Act of 1933, as amended from time to time
“US\$”	US dollar(s), the lawful currency of the United States of America

“%”

per cent.

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

Hong Kong, 30 September 2025

As at the date of this announcement, the Board comprises eight directors, of which one is an executive director, namely Mr Zhao Jing Ivo; three are non-executive directors, namely Mr Xu Jiqing (Chairman), Mr Zhang Shuqiang and Mr Cao Liang; and four are independent nonexecutive directors, namely Dr Peter William Cassidy, Mr Leung Cheuk Yan, Mr Chan Ka Keung, Peter and Ms Chen Ying.