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**五礦資源有限公司**  
**MINMETALS RESOURCES LIMITED**

*(Incorporated in Hong Kong with limited liability)*  
**(Stock Code: 1208)**

**Financial Advisor to the Company**



**MAJOR TRANSACTION**  
**IN RELATION TO AN AGREEMENT TO MAKE A RECOMMENDED TAKEOVER OFFER**  
**TO ACQUIRE ALL OF THE COMMON SHARES IN ANVIL MINING LIMITED**

**THE OFFER**

The Board announces that the Company has entered into a Support Agreement with Anvil Mining Limited (TSX: AVM) (ASX: AVM) pursuant to which the Offeror (a wholly-owned subsidiary of the Company) will make an all-cash recommended takeover Offer to acquire all of the Common Shares of Anvil (on a Fully-Diluted Basis, and including the Common Shares represented by Anvil's ASX listed CDIs). The Offer will be conditional on the Preliminary Offer Conditions and the Offer Conditions as set out in the Support Agreement, and be made for a cash consideration of C\$8.00 (equivalent to approximately HK\$60.40) for each Common Share.

On the basis of the Offer Price, the issued share capital of 166,295,540 Common Shares (on a Fully-Diluted Basis), as at the date of this announcement, is valued at C\$1,330 million (equivalent to approximately HK\$10,044 million). In the event that the Offer is accepted in full (on a Fully-Diluted Basis), the aggregate amount payable by the Offeror pursuant to the Offer will be C\$1,330 million (equivalent to approximately HK\$10,044 million).

The Company will finance the amount payable under the Offer, including any fees and expenses, through a combination of an acquisition finance facility from a wholly owned subsidiary of its controlling shareholder, CMN, and the Company's cash reserves.

The Anvil Board has unanimously determined that the Offer is in the best interests of Anvil and the Anvil Shareholders, and has recommended that Anvil Shareholders accept the Offer. In addition, the Company and the Offeror have entered into the Lock-up Agreement with the Locked-up Shareholders who have agreed to tender to the Offer all of the Common Shares held or hereafter acquired by them which in aggregate total approximately 66,696,676 Common Shares or over 40% of the total Common Shares in Anvil (on a Fully-Diluted Basis), subject to the terms and conditions set forth in the Lock-up Agreement. The Offer has not yet commenced. The Company

expects to formally commence the Offer within three weeks of the date of this announcement, at which point in time the Offer Document and Anvil Directors' Circular to Anvil Shareholders will be despatched.

### **IMPLICATIONS UNDER THE LISTING RULES**

The acquisition of all of the Common Shares (on a Fully-Diluted Basis) under the Offer will constitute a Major Transaction for the Company under Rule 14.06(3) of the Listing Rules as one or more of the percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules exceeds 25% or more but all such percentage ratios are less than 100%. Accordingly, the Offer is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

### **DESPATCH OF THE CIRCULAR**

As a Major Transaction for the Company under Chapter 14 of the Listing Rules, the Offer is subject to approval by the Company Shareholders at an EGM (or written shareholders' approval in lieu thereof pursuant to Rule 14.44 of the Listing Rules). So far as the Company is aware, as at the date of this announcement, no Company Shareholder has a material interest in the Offer which would require it to abstain from voting at an EGM convened to approve the Offer (or prevent the Company from being allowed to obtain written shareholders' approval in lieu of such EGM approval pursuant to Rule 14.44 of the Listing Rules).

A circular setting out, among other things, further details of the Offer and information about the Group and Anvil Group, together with a notice of the EGM to approve the Offer (provided however that no EGM will be convened in the event that written shareholders' approval in lieu of such EGM approval pursuant to Rule 14.44 of the Listing Rules is obtained by the Company, which the Company will promptly announce) is expected to be despatched to Company Shareholders on or before 11 November 2011.

**Company Shareholders and potential investors should note that the Offer has not yet commenced and will be conditional on and subject to various terms and conditions and may or may not be completed. They are advised to be cautious when dealing in the Company Shares.**

## **THE OFFER**

### **Terms of the Offer**

The Offeror has today entered into the Support Agreement and the Lock-up Agreement. The Offer is to be made in accordance with the terms and conditions set forth in the Support Agreement as follows:

For each Common Share C\$8.00 (equivalent to approximately HK\$60.40) in cash.

The Offer Price represents:

- (a) a premium of 30% over the 20 trading day VWAP of Common Shares on the TSX to Thursday, 29 September 2011; and
- (b) a premium of 39% over the closing price of Common Shares as quoted on the TSX of C\$5.79 on Thursday, 29 September 2011.

The Offer Price was determined on the basis of various factors, including, but not limited to, market prices and conditions.

The Company unconditionally and irrevocably guarantees, and covenants and agrees to be jointly and severally liable with the Offeror, as principal obligor, for the due and punctual performance of each and every obligation of the Offeror under the Support Agreement or relating to the Offer and the other transactions contemplated by the Support Agreement, including the payment of the aggregate Offer Price payable under the Offer, as well as for the due and punctual performance of each and every obligation of the Offeror under the Lock-up Agreement.

#### **Total consideration for the Offer**

On the basis of the Offer Price, the entire issued share capital of 166,295,540 Common Shares (on a Fully-Diluted Basis), as at the date of this announcement, is valued at C\$1,330 million (equivalent to approximately HK\$10,044 million). In the event that the Offer is accepted in full (on a Fully-Diluted Basis), the aggregate amount payable by the Offeror pursuant to the Offer will be C\$1,330 million (equivalent to approximately HK\$10,044 million).

To finance the amount payable under the Offer, it is intended that:

- (a) Album Enterprises (a wholly owned subsidiary of CMN, the Company's controlling shareholder) will provide the CMN Loan to the Company. The CMN Loan will have a term of twelve months; and
- (b) the balance of any funding required to complete the Offer will be satisfied from the Company's cash reserves.

#### **Preliminary Offer Conditions pursuant to the Support Agreement**

Pursuant to the Support Agreement, the obligation of the Company to cause the Offeror to make the Offer and the obligation of the Offeror to make the Offer are conditional on the prior satisfaction of the following conditions, all of which conditions are for the sole benefit of the Company and the Offeror and any or all of which may be waived by the Company and the Offeror in whole or in part in their sole discretion (other than the condition set out in paragraph (j) below, which may be waived only with the consent of Anvil) without prejudice to any other right the Company or the Offeror may have under the Support Agreement and which conditions shall be deemed to have been waived by the making of the Offer (provided, however, that if the Offer is commenced by advertisement, Anvil shall nonetheless prepare and provide the materials specified in (e) below by the date specified therein):

- (a) the obligations of the Offeror shall not have been terminated pursuant to the termination clause contained in the Support Agreement;
- (b) no change, effect, event, circumstance, occurrence or state of facts (other than a change, effect, event, circumstance, occurrence or state of facts caused by the Company, a Company Subsidiary, the Offeror, or any person acting jointly or in concert with the Company) shall have occurred that would render it impossible for one or more of the Offer Conditions to be satisfied;
- (c) the Offeror shall have received, or shall have received assurances satisfactory to the Offeror acting reasonably that it will receive, all waivers, rulings or orders necessary for the Offeror to make the Offer and to mail to the Anvil Shareholders the circular, from all applicable securities commissions or other regulatory authorities;
- (d) the Anvil Board shall not have withdrawn its recommendation made pursuant to the Support Agreement that the Anvil Shareholders accept the Offer or changed, modified or qualified such recommendation in a manner that has substantially the same effect or taken

any other action or made or allowed Anvil to make any other public statement in connection with the Offer inconsistent with such recommendation;

- (e) the Anvil Board shall have prepared and approved in final form, printed for distribution to Anvil Shareholders and delivered to the depositary of the Offer, at its offices in Toronto, Ontario on or before 9:00 a.m. (Toronto time) on 19 October 2011 (or such later date as may be agreed by the Company and Anvil, acting reasonably) for mailing with the Offer Document, a sufficient quantity of commercial copies of a directors' circular in both the English and, if required by applicable Laws, French language, which contains the unanimous recommendation of the Anvil Board made pursuant to the Support Agreement that the Anvil Shareholders accept the Offer (the "**Anvil Directors' Circular**");
- (f) on or before 9:00 a.m. (Toronto time) on 12 October 2011, Anvil shall have provided to the Offeror the Lists;
- (g) no Material Adverse Effect in respect of Anvil shall have occurred since the date hereof;
- (h) Anvil shall have complied in all respects with its covenants contained in the Support Agreement, such compliance to be in accordance with the Support Agreement;
- (i) all representations and warranties of Anvil set forth in the Support Agreement shall be true and correct in all material respects (except where any such representation or warranty is itself qualified by materiality or Material Adverse Effect, in which case such representation or warranty shall be true and correct in all respects) as of the time of making of the Offer as if made at and as of such time (except for those expressly stated to speak at or as of an earlier time);
- (j) no cease trade order, injunction or other prohibition at Law shall exist against the Offeror making the Offer or taking up or paying for Common Shares deposited under the Offer; and
- (k) the Lock-up Agreement shall have been duly executed and delivered by each of the Locked-up Shareholders contemporaneous with the execution and delivery of the Support Agreement and shall not have been terminated.

#### **Offer Conditions pursuant to the Support Agreement**

Pursuant to the terms and conditions of the Support Agreement, once the Offeror has commenced the Offer, it shall have the right to withdraw the Offer and not take up and pay for, or to extend the period of time during which the Offer is open and postpone taking up and paying for, any Common Shares deposited under the Offer, unless all of the following conditions are satisfied or waived by the Offeror at or prior to the Expiry Time:

- (a) there shall have been validly deposited pursuant to the Offer and not withdrawn at the Expiry Time that number of Common Shares which, (i) together with the Common Shares directly or indirectly owned by the Offeror and its affiliates (if any), constitutes at least  $66\frac{2}{3}\%$  of the outstanding Common Shares calculated on a Fully-Diluted Basis, and (ii) at least a majority of the Common Shares, calculated on a Fully-Diluted Basis, the votes attached to which would be included in the minority approval of a second step business combination pursuant to MI 61-101  
  
(together, the "**Minimum Tender Condition**");
- (b) (i) the Required Regulatory Approvals shall have been obtained on terms satisfactory to the Offeror, acting reasonably; and (ii) any other requisite government and regulatory

approvals, waiting or suspensory periods (and any extensions thereof), waivers, permits, consents, reviews, sanctions, orders, rulings, decisions, declarations, certificates and exemptions (including, among others, those of any stock exchanges or other securities or regulatory authorities) that are, as determined by the Offeror, acting reasonably, necessary or advisable to complete the Offer, any Compulsory Acquisition or any Subsequent Acquisition Transaction shall have been obtained, received or concluded or, in the case of waiting or suspensory periods, expired or been terminated, each on terms and conditions satisfactory to the Offeror, acting reasonably;

- (c) the Support Agreement shall not have been terminated by Anvil or by the Company in accordance with its terms;
- (d) the Offeror shall have determined, acting reasonably, that (i) no act, action, suit or proceeding, in each case that is not frivolous or vexatious, shall have been taken or threatened in writing before or by any Governmental Entity or by an elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or other entity) whether or not having the force of Law; and (ii) no Law, regulation or policy shall exist or have been proposed, enacted, entered, promulgated or applied, in either case:
  - (i) to cease trade, enjoin, prohibit or impose material limitations or conditions on the purchase by or the sale to the Offeror of the Common Shares or the right of the Offeror to own or exercise full rights of ownership of the Common Shares;
  - (ii) which, if the Offer (or any Compulsory Acquisition or any Subsequent Acquisition Transaction) were consummated, would reasonably be expected to have a Material Adverse Effect in respect of Anvil or the Company;
  - (iii) which would materially and adversely affect the ability of the Offeror to proceed with the Offer (or any Compulsory Acquisition or any Subsequent Acquisition Transaction) and/or take up and pay for any Common Shares deposited under the Offer;
  - (iv) seeking to obtain from the Company or any of the Company Subsidiaries or Anvil or any of the Anvil Subsidiaries any material damages, fees, levies or penalties directly or indirectly in connection with the Contemplated Transactions; or
  - (v) seeking to prohibit or limit the ownership or operation by the Company of any material portion of the business or assets of Anvil or the Anvil Subsidiaries or to compel the Company or the Company Subsidiaries to dispose of or hold separate any material portion of the business or assets of Anvil or any of the Anvil Subsidiaries;
- (e) there shall not exist any prohibition at Law against the Offeror making or maintaining the Offer or taking up and paying for any Common Shares deposited under the Offer or completing a Compulsory Acquisition or any Subsequent Acquisition Transaction;
- (f) there shall not exist or have occurred (or, if there does exist or shall have occurred prior to the date of the Support Agreement, that there shall not have been disclosed, generally or to the Company in writing on or before the execution and delivery of the Support Agreement) any change, condition, event, development, occurrence or set of facts or circumstances (or any change, condition, event, development, occurrence or set of facts or circumstances involving a prospective change) which, when considered either individually

or in the aggregate, has resulted or would reasonably be expected to result in a Material Adverse Effect in respect of Anvil;

- (g) Anvil shall have complied with its covenants and obligations under the Support Agreement to be complied with at or prior to the Expiry Time in all material respects (or, where any such covenant or obligation is itself qualified by materiality or Material Adverse Effect, in all respects);
- (h) all representations and warranties made by Anvil in the Support Agreement shall be true and correct at and as of the Expiry Time, as if made at and as of such time (except for those expressly stated to speak at or as of an earlier time), except where such inaccuracies in the representations and warranties (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representations and warranties), individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect in respect of Anvil or materially and adversely affect the ability of the Offeror to proceed with the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction or, if the Offer or any Compulsory Acquisition or Subsequent Acquisition Transaction were consummated, would not reasonably be expected to have a Material Adverse Effect in respect of Anvil or the Company;
- (i) the Offeror shall not have, after the date of the Support Agreement, become aware of any untrue statement of a material fact, or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made and at the date it was made (after giving effect to all subsequent filings made on or before 21 September 2011 and available on SEDAR on such date in relation to all matters covered in earlier filings), in any document filed by or on behalf of Anvil with any securities commission or similar securities regulatory authority in any of the provinces or territories of Canada or elsewhere, including any prospectus, annual information form, financial statement, material change report, management proxy circular, feasibility study or executive summary thereof, news release or any other document so filed by Anvil which constitutes a Material Adverse Effect with respect to Anvil;
- (j) all outstanding Options, Trafigura Warrants, Restricted Shares, and ESSIS Entitlements will have been exercised in full, cancelled or irrevocably released, surrendered or waived or otherwise dealt with on terms satisfactory to the Company, acting reasonably;
- (k) the Offeror shall have determined, acting reasonably, that none of Anvil, the Anvil Subsidiaries or any of their respective affiliates or any third parties has taken or proposed to take any action, or failed to take any action, or disclosed a previously undisclosed action or event (in each case, other than an action or failure to take an action specifically and publicly disclosed in the Anvil Public Documents prior to 21 September 2011 and other than a transaction expressly contemplated by the Support Agreement), that could reasonably be expected to have the effect of reducing or eliminating the amount of the tax cost "bump" pursuant to paragraphs 88(1)(c) and (d) of the Tax Act otherwise available to the Company and its successors and assigns in respect of the non-depreciable capital properties owned by Anvil and the Anvil Subsidiaries as of the date of the Support Agreement or acquired by such entities subsequent to the date of the Support Agreement in accordance with the terms of the Support Agreement;
- (l) the Lock-up Agreement shall have been complied with and shall not have been terminated; and

- (m) the Company Shareholder Approval shall have been obtained.

It is understood and agreed that the Offeror may, in its sole discretion, modify or waive any term or condition of the Offer; provided that the Offeror shall not, without the prior consent of Anvil:

- (a) amend or modify the Minimum Tender Condition to less than 50.1% of the Common Shares that are outstanding at the time of initial take up of Common Shares under the Offer;
- (b) waive the Minimum Tender Condition, as it may be amended or modified pursuant to paragraph (a) above, unless the Offeror can and, after such waiver, does take up and pay for a number of Common Shares equal to not less than 50.1% of the Common Shares that are outstanding at the time of the initial take up of Common Shares under the Offer; or
- (c) increase the Minimum Tender Condition.

#### **Offer Period**

The Offer Period is currently expected to commence on or before 21 October 2011 and will remain open for not less than 36 days. Subject to satisfaction or waiver of the Preliminary Offer Conditions and Offer Conditions, the Company expects the Offer to be completed on or before 28 November 2011, unless extended.

#### **Other provisions in the Support Agreement**

In addition to the unanimous Anvil Board recommendation that the Anvil Shareholders accept the Offer, it being in their and Anvil's respective best interests, the Support Agreement also provides for, among other things, a non-solicitation covenant on the part of Anvil subject to customary "fiduciary out" provisions, a right in favour of the Company to match any superior proposal which arises (if any), a payment to the Company of a termination fee of C\$53.2 million (HK\$401.7 million) in certain circumstances, including if Anvil recommends a superior proposal, and a payment to Anvil of a reverse termination fee of C\$20 million (HK\$151 million) in certain circumstances, including if the Support Agreement is terminated by Anvil due to Company Shareholder Approval not being obtained by the date that is 80 days following the date of the commencement of the Offer.

#### **The Lock-up Agreement**

Under the terms and conditions of the Lock-up Agreement, each of the Locked-up Shareholders has agreed, among other things, to non-solicitation covenants and to accept the Offer in respect of their respective Common Shares held or hereafter acquired by them (including pursuant to any exercise of any Convertible Securities held by them).

#### **FIRB approval in relation to the acquisition of Common Shares**

FIRB approval, underpinning the Required Regulatory Approval, is required from the Australian government for the proposed acquisition by the Company of all the Common Shares (on a Fully-Diluted Basis) in Anvil. This is due to Anvil's interest in Australian companies and the fact that the controlling shareholder of the Company, CMN, is a state owned enterprise.

An application to FIRB seeking approval or a notice of no objection to the Offer was made on 21 September 2011. The Company has been co-operating with FIRB and, as at the date of this announcement, is awaiting FIRB's response.

#### **Acquisition of Common Shares not deposited**

Pursuant to the terms and conditions of the Support Agreement, if, within the earlier of the Expiry Time or 120 days after the date of the Offer (or such longer time as a court having jurisdiction may permit), the Offer has been accepted by holders of not less than 90% of the outstanding Common Shares as at the Expiry Time, excluding Common Shares held by or on behalf of the Offeror, or an “affiliate” or an “associate” (as those terms are defined in the NWTBCA) of the Offeror, the Offeror shall, to the extent practicable, acquire (a “**Compulsory Acquisition**”) the remainder of the Common Shares from those Anvil Shareholders who have not accepted the Offer, pursuant to section 197(2) of the NWTBCA. If that statutory right of acquisition is not available or the Offeror chooses not to avail itself of such statutory right of acquisition, (i) the Offeror shall use its commercially reasonable efforts to pursue other means of acquiring the remaining Common Shares not tendered to the Offer, provided that the consideration per Common Share offered in connection with such other means of acquiring such Common Shares shall be at least equal to the Offer Price, or (ii) in the event the Offeror takes up and pays for Common Shares under the Offer representing at least a simple majority of the outstanding Common Shares the Offeror will use commercially reasonable efforts, and Anvil will assist the Offeror in order to acquire sufficient Common Shares to successfully complete an amalgamation, statutory arrangement, amendment to articles, consolidation, capital reorganization or other transaction involving Anvil and the Company or a Company Subsidiary (any such alternative means of acquiring the remaining Common Shares not tendered to the Offer, a “**Subsequent Acquisition Transaction**”) and, for greater certainty, when the Offeror has acquired sufficient Common Shares to do so, it shall complete a Subsequent Acquisition Transaction to acquire the remaining Common Shares, provided that the consideration per Common Share offered in connection with the Subsequent Acquisition Transaction shall not be less than the Offer Price and in no event will the Offeror be required to offer consideration per Common Share greater than the Offer Price.

If the Company concludes that it is necessary or desirable to proceed with another form of transaction (such as a plan of arrangement or amalgamation) whereby the Company or a Company Subsidiary would effectively acquire all of the Common Shares within approximately the same time periods and on economic terms and other terms and conditions (including, without limitation, tax treatment and form and amount of consideration per Common Share) and having consequences to Anvil and the Anvil Shareholders that are equivalent to or better than those contemplated by the Support Agreement (an “**Alternative Transaction**”), Anvil agrees to support the completion of such Alternative Transaction in the same manner as the Offer and will otherwise fulfil its covenants contained in the Support Agreement in respect of such Alternative Transaction, provided any such Alternative Transaction will not be subject to a financing condition. Anvil will not be required to implement any Alternative Transaction that would result in Anvil incurring a material liability prior to the time that the Offeror shall have taken up the number of Common Shares sufficient to satisfy the Minimum Tender Condition. If Anvil does implement an Alternative Transaction, the Company and the Offeror shall reimburse Anvil for any costs incurred in connection with it and for any liabilities that result if the transaction contemplated under the Support Agreement is not consummated.

#### **THE COMPANY’S SHAREHOLDING IN ANVIL**

As at the date of this announcement, the Company does not, directly or indirectly, own any Common Shares in Anvil.

#### **INFORMATION ON ANVIL**

Anvil was incorporated pursuant to the *Business Corporations Act (Northwest Territories)* under the name Dikulushi Resources Limited on 8 January 2004. Anvil changed its name to Anvil Mining Limited on 12 March 2004. Anvil’s corporate head office is located at Level 1, 76 Hasler Road,



Herdsmen Business Park, Osborne Park, Western Australia, 6017. Certain Subsidiaries of Anvil also have offices at 7409 Avenue de la Révolution, Lubumbashi, DRC. Anvil's registered and records office is located at 4908 – 49th Street, Yellowknife, Northwest Territories, Canada X1A 2N6.

The Common Shares are listed and posted for trading on the TSX under the symbol "AVM". While the TSX is the principal exchange on which the Common Shares are traded, they also trade as CDIs on the ASX under the symbol "AVM". In addition, there are open market trading platforms on which the TSX Common Shares or ASX CDIs can be traded, in Frankfurt, Berlin and Stuttgart respectively.

According to publicly available information, for the year ended 31 December 2010, Anvil had income before income tax and non-controlling interest of US\$7.9 million (HK\$61.6 million), and net income from continuing operations after income tax of US\$20.0 million (HK\$156.0 million) and, for the year ended 31 December 2009, Anvil had a loss before income tax and non-controlling interest of (US\$21.0) million (HK\$163.8 million) and a net loss from continuing operations after income tax of (US\$17.7) million (HK\$138.1 million). As at 31 December 2010, Anvil reported a net assets value of US\$542.3 million (HK\$4,229.9 million) (unaudited).

The Anvil Group is an African-focused base metals mining and exploration group, which has grown through a combination of the exploration for, and development, operation and acquisition of, mining projects in the DRC. The Anvil Group's principal activities include mineral exploration, development and mining. The Anvil Group's copper production for the six months ended 30 June 2011 totalled 9,315 tonnes, comprised of 5,939 tonnes of copper concentrate and 3,376 tonnes of copper cathode.

The Anvil Group's principal assets comprise:

- (a) a 95% equity interest in the Kinsevere Mine, located in the Katanga province of the DRC. The mine's Stage I HMS plant produced oxide copper concentrate from 2007 until 24 June 2011, at which time it was placed on care and maintenance allowing resources to be allocated to focus on the commissioning and ramp-up of the Stage II SX-EW plant. The Stage II SX-EW plant is intended to be capable of producing 60,000 tonnes of copper cathode per annum, and on 12 August 2011 Anvil announced that the plant's construction was essentially complete. Commissioning and ramp up to full nameplate capacity is continuing; and
- (b) a 70% equity interest in the Mutoshi Project, located in the Katanga province of the DRC. The Mutoshi Project is a copper and cobalt exploration prospect that shows potential for a large scale, oxide open pit mining operation.

Anvil also holds 14.5% of the issued and outstanding capital of Mawson West Limited, and has interests in a number of exploration properties in the DRC.

Further information on Anvil's principal assets is set out in the Appendix to this announcement.

### **Mutoshi Project**

The Company and the Offeror acknowledge that the completion of the Offer may result in an obligation on Anvil or one or more Anvil Subsidiaries to offer to sell to Gécamines the 70% interest held by Anvil, through the Anvil Subsidiaries, in the Mutoshi Project, directly or indirectly, and have agreed that Anvil should proceed with such an offer (the "**Mutoshi Offer**").

The parties acknowledge and agree that in their discussions and negotiations respecting the Offer, the Company has, with the advice and assistance of its financial advisors, ascribed to the 70%

interest held by Anvil and the Anvil Shareholders in the Mutoshi Project, a value of US\$52.5 million and, in agreeing to support the Offer and recommend its acceptance to Anvil Shareholders, the Anvil Board has agreed that such ascribed value to the 70% interest in the Mutoshi Project fairly represents the value of Anvil's interest in such project.

Under the Support Agreement, the parties covenant and agree that they will work together on a cooperative basis in the making of the Mutoshi Offer, including with respect to the preparation of all written materials and being invited and allowed to participate on a reasonable basis in any discussions, meetings and negotiations with Gécamines in respect of the Mutoshi Offer and the completion of any transaction that may result therefrom. Each party agrees to keep the other parties fully advised on a timely basis of all communications with Gécamines in respect of the Mutoshi Offer.

### **Recent Events**

In November 2010, a group of non-government organisations' calling itself the Canadian Association Against Impunity, comprised of the groups Rights and Accountability in Development, the Canadian Centre for International Justice and Global Witness, announced that it had commenced a class action application against Anvil in a Montréal court. The action appears to be supported by two Congolese advocacy groups: l'Association africaine de Défense des droits de l'Homme and Action Contre l'Impunité pour les Droits Humains.

The action is based upon an incident at Kilwa in the northeast part of the Katanga Province of the DRC, which occurred in 2004 during which, following the taking of the town of Kilwa by rebels on 14 October 2004, the military of the DRC government commandeered Anvil's vehicles, drivers and chartered aircraft to assist the military in suppressing the rebel insurgency. Anvil has stated that it had no knowledge of what was planned for the military operation and was not involved in the operation in any way. It is understood that during the course of the military suppression of the rebels a massacre was perpetrated. Over the past several years, the incident and Anvil have been subject to numerous investigations and court proceedings both in and outside the DRC. No findings adverse to Anvil or any of its employees have arisen in respect of the Kilwa incident in any of the foregoing.

Anvil has announced its intention to defend itself against the class action and has appointed counsel. A preliminary hearing was held during April 2011 at which the Company was unsuccessful in having the application dismissed in the first instance. In June 2011, the Company was granted leave to appeal the decision at the preliminary hearing, with the appeal hearing scheduled to take place in November 2011 and a decision expected to be announced three to six months thereafter.

### **INFORMATION ABOUT THE GROUP**

The Group owns and operates a portfolio of significant base metal mining operations, development and exploration projects. It is one of the world's largest producers of zinc, and is engaged in mining, processing and production of copper, lead, gold and silver, and currently has mining operations located in Australia and Laos and a large portfolio of advanced and early stage exploration projects in Australia, Asia and North America.

The Group's mining operations include:

- (a) the Century mine in Queensland, Australia, which is Australia's largest open pit zinc mine and which produced approximately 511,000 tonnes of zinc in concentrate in 2010;
- (b) the Sepon copper and gold operations in Laos, which, in 2010, produced approximately 64,000 tonnes of copper cathode and 105,000 ounces of gold;

- (c) the Golden Grove underground base and precious metals mine in Western Australia, which produces concentrates of zinc, copper and other base and precious metals and in 2010 produced approximately 73,000 tonnes of zinc in concentrate and 34,000 tonnes of copper in concentrate; and
- (d) the Rosebery mine in Tasmania, Australia, a polymetallic underground mine, in operation since 1936, which in 2010, produced approximately 86,000 tonnes of zinc in concentrate.

## **REASONS FOR AND BENEFITS OF THE OFFER**

The Company wishes to acquire the Anvil Group as it is an excellent fit with the Company's strategy to focus on upstream base metals businesses, and build its position as a leading international diversified upstream base metals company. When operating at full capacity the Kinsevere Mine is expected to produce approximately 60,000 tonnes per annum of copper cathode, substantially increasing the Group's copper exposure, extending the average life-of-mine of the Group's operations and providing a sound platform to further expand into the Central African copper belt and Southern African region.

The Company considers it has the necessary expertise to manage and operate Anvil's operations. The Company has a proven track record of managing copper projects on an international basis, from exploration through to production, in developing markets, typified by its Sepon copper/gold mine in Laos. The Company has considerable management experience in this regard, detailed descriptions of which were set out in the Company's 2010 Annual Report. In particular, the Kinsevere Mine produces copper cathode, the same copper product produced at Sepon.

Combined with the existing operational and management expertise resident in Anvil, the Company considers it is well positioned to manage and enhance Anvil's existing operations and to further build its presence in Southern Africa.

Upon successful completion of the Offer, the Company intends to conduct a detailed review of Anvil, including an evaluation of its business plans, assets, operations, projects under construction and organisational and capital structure, to determine what changes, if any, would be desirable in light of such review and the circumstances that then exist. The Company has a well established process for integrating new businesses. The initial focus will be on developing plans with Anvil's management team on how to bring the new operations and staff into the Group and ensuring the continued safe and on-plan production for the acquired operations. The integration will be a joint cooperative effort between the management teams of the Company and Anvil.

If the Offer is successful, the Company intends to effect certain changes with respect to the composition of the Anvil Board to allow the Company's designees to become members of, and to represent a majority of, the Anvil Board. Neither the Offeror nor the Company has developed any specific proposals with respect to Anvil or its operations or any changes in its assets, business strategies, management or personnel following the acquisition of the Common Shares pursuant to the Offer.

If permitted by applicable Law, subsequent to the completion of the Offer and any Compulsory Acquisition or any Subsequent Acquisition Transaction, the Offeror intends to delist the Common Shares from the TSX, to delist the CDIs from the ASX, to remove the open market trading platforms from Frankfurt, Berlin and Stuttgart and to cause Anvil to cease to be a reporting issuer under the securities laws of each province and territory of Canada in which it has such status.

Having considered the above, the Directors (including the independent non-executive Directors) consider that the terms of the Offer are fair and reasonable and are in the interests of the Company and the Company Shareholders as a whole.

The Directors confirm that, to the best of the Directors' knowledge, information and belief having made all reasonable enquiry, Anvil and Trafigura (being the major shareholder of Anvil as at the date of this announcement), are third parties independent of the Company and are not connected persons of the Company.

### **IMPLICATIONS UNDER THE LISTING RULES**

The acquisition of all of the Common Shares under the Offer will constitute a major transaction of the Company under Rule 14.06(3) of the Listing Rules as one or more of the percentage ratios calculated pursuant to Rule 14.07 of the Listing Rules exceeds 25% or more but all of the percentage ratios are less than 100%. Accordingly, the Offer is subject to the reporting, announcement and shareholders' approval requirements under Chapter 14 of the Listing Rules.

### **GENERAL**

As a Major Transaction for the Company under Chapter 14 of the Listing Rules, the Offer is subject to approval by the Company Shareholders at an EGM (or written shareholders' approval in lieu thereof pursuant to Rule 14.44 of the Listing Rules). So far as the Company is aware, as at the date of this announcement, no Company Shareholder has a material interest in the Offer which would require it to abstain from voting at an EGM convened to approve the Offer (or prevent the Company from being allowed to obtain written shareholders' approval in lieu of such EGM approval pursuant to Rule 14.44 of the Listing Rules).

A circular setting out, among other things, further details of the Offer and information about the Group and Anvil Group, together with a notice of the EGM to approve the Offer (provided however that no EGM will be convened in the event that written shareholders' approval in lieu of such EGM approval pursuant to Rule 14.44 of the Listing Rules is obtained by the Company, which the Company will promptly announce) is expected to be despatched to the Company Shareholders on or before 11 November 2011.

The expected despatch date of the circular to Company Shareholders is more than 15 business days after the publication of this announcement due to the detailed content requirement for a Major Transaction such as this Offer under the Listing Rules and, in particular, the need for the Company to commission external advisers to prepare for inclusion in the Circular relevant accountants' report materials, a competent person's report in relation to Anvil's reserves and resources in accordance with Chapter 18 of the Listing Rules, and a valuation report prepared by a competent evaluator in relation to Anvil's reserves and resources in accordance with Chapter 18 of the Listing Rules.

Copies of this announcement are available at [http://www.minmetalsresources.com/html/ir\\_announce.php](http://www.minmetalsresources.com/html/ir_announce.php).

The Company will issue further announcements informing Company Shareholders and potential investors on the commencement and progress of the Offer as and when appropriate or required.

The Offer has not yet commenced. This announcement is for information purposes only and is not an offer to buy or the solicitation of an offer to sell any securities. The Offer (as the same may be varied or extended in accordance with applicable law) will be made exclusively by means of, and subject to the terms and conditions set out in, the Offer Document, which will be delivered to Anvil, filed with Canadian provincial securities regulators and mailed to Anvil Shareholders by the Offeror. The Offer Document will contain important information about the Offer, including the terms and conditions of the Offer, and should be read carefully by Anvil Shareholders.

The Offer will not be made in, nor will deposits of Common Shares be accepted in, any jurisdiction in which the making or acceptance thereof would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it deems necessary to extend the Offer in any such jurisdiction.

This announcement is not for distribution, directly or indirectly, in or into the United States (including its territories and possessions, any State of the United States and the District of Columbia). This announcement does not constitute or form a part of any offer of securities for sale in the United States. Securities of the Company have not been and will not be registered under the Securities Act of 1933 and may not be offered or sold in the United States absent registration or an exception from registration under the Securities Act. No public offering of the securities of the Company will be made in the United States.

This announcement contains certain statements that are “forward-looking statements”. The words “expect”, “will”, “may”, “should”, “could”, “intend”, “estimate”, “propose” and similar expressions identify forward-looking statements. Such forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable by the Company, are inherently subject to significant business, economic and competitive uncertainties and contingencies. Readers are cautioned that such forward-looking statements are subject to known and unknown risks, uncertainties and other factors, certain of which are beyond the Company's control, that may cause the actual results, performance or achievements to be materially different from those expressed or implied by the forward-looking statements and the forward-looking statements are not guarantees of future performance or achievement. These risks, uncertainties and other factors include, but are not limited to: actions taken by Anvil; changes in applicable Laws; general business and economic conditions; the failure to meet certain conditions of the Offer; the timing and receipt of governmental approvals necessary to complete the Offer and any related transactions; and the behaviour of other market participants. No assurance can be given that such forward-looking statements will prove to have been correct. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of announcement. The Company disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise, except as required by applicable Laws.

The information in this announcement concerning Anvil and Anvil's assets and projects is based on publicly available information and has not been independently verified by the Company. No representation or warranty is made as to the accuracy, completeness or reliability of such information.

**Company Shareholders and potential investors should note that the Offer has not yet commenced and will be conditional on and subject to various terms and conditions and may or may not be completed. They are advised to be cautious when dealing in the Company Shares.**

## **DEFINITIONS**

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

“Album Enterprises”	Album Enterprises Limited, a company incorporated on 19 January 2005 in Hong Kong with limited liability and wholly-owned by CMN
“Alternative Transactions”	has the meaning given to it in the section of this announcement entitled “The Offer – Acquisition of Common Shares not deposited”

“Anvil”	Anvil Mining Limited, a company existing under the laws of the Northwest Territories, Canada, the shares of which are listed and traded on the TSX (symbol: AVM) and the CDIs of which are listed and traded on the ASX (symbol: AVM)
“Anvil Board”	the board of directors of Anvil
“Anvil Directors’ Circular”	has the meaning given to it under the heading, “The Offer - Preliminary Offer Conditions pursuant to the Support Agreement”
“Anvil Group”	Anvil and its Subsidiaries
“Anvil Public Documents”	all documents or information required to be filed by Anvil under Applicable Securities Laws or with the TSX or ASX since 1 January 2009
“Anvil Shareholders”	means the holders of Common Shares
“Anvil Subsidiaries”	means the Subsidiaries of Anvil
“Applicable Securities Laws”	the <i>Securities Act</i> (Ontario) and the regulations thereunder and all other applicable Canadian, United States and Australian securities Laws
“ASX”	Australian Securities Exchange
“Board”	the board of directors of the Company
“C\$”	Canadian dollar(s), the lawful currency of Canada
“CDIs”	CHESS Depository Interests, units of beneficial ownership in Common Shares registered in the name of a depository nominee and tradeable on the ASX
“CHESS”	the Clearing House Electronic Sub-register System operated by the ASX Settlement and Transfer Corporation Pty Ltd (ABN 49 008 504 532)
“CMC”	中國五礦集團公司 (China Minmetals Corporation), formerly known as 中國五金礦產進出口總公司 (China National Metals and Minerals Import and Export Corporation), a State-owned enterprise incorporated on 7 April 1950 under the laws of the People’s Republic of China and the ultimate controlling shareholder of the Company
“CMCL”	中國五礦股份有限公司 (China Minmetals Corporation Limited), a joint stock limited company incorporated on 16 December 2010 under the laws of the People’s Republic of China and owned as to 96.5% by CMC and as to 1% by 中國五金製品有限公司 (China National Metal Products Co., Ltd.), a wholly-owned subsidiary of CMC. CMC has an attributable interest of 97.5% in CMCL as at the date of this announcement. CMCL is a controlling shareholder of CMN, holding approximately 91.57% of CMN
“CMN”	五礦有色金屬股份有限公司 (China Minmetals Non-Ferrous Metals Company Limited), a joint stock limited company incorporated on 27 December 2001 under the laws of the People’s Republic of

	China and owned as to approximately 91.57% by CMCL as at the date of this announcement. CMN is a controlling shareholder of the Company, holding directly and indirectly approximately 71.56% of the issued share capital of the Company as at the date of this announcement
“CMN Loan”	an unsecured acquisition finance facility of up to US\$1,000 million, to be provided to the Company by Album Enterprises
“Common Shares”	means the currently outstanding common shares of Anvil, including those common shares that are represented by CDIs, and any common shares that are issued in the future including on the exercise of Options or the Trafigura Warrants or upon the satisfaction or removal of the terms, conditions or restrictions attached to Restricted Shares, and “Common Share” means any one such common share of Anvil
“Company”	Minmetals Resources Limited (五礦資源有限公司), a company incorporated on 29 July 1988 in Hong Kong with limited liability, the shares of which are listed on the Stock Exchange
“Company Shareholder Approval”	means approval of the Offer by a majority of the votes cast by holders of ordinary shares in the capital of the Company at a duly called meeting of the Company or, if permitted by the Listing Rules, by a resolution in writing signed by holders of a majority of the ordinary shares in the capital of the Company
“Company Shareholders”	holders of the Company Shares
“Company Shares”	the ordinary shares of HK\$0.05 each in the issued share capital of the Company which are listed and traded on the main board of the stock exchange operated by the Stock Exchange
“Company Subsidiaries”	means the Subsidiaries of the Company
“Compulsory Acquisition”	has the meaning given to it in the section of this announcement entitled “The Offer – Acquisition of Common Shares not deposited”
“Contemplated Transactions”	means the Offer, the transactions contemplated by the Lock-up Agreement, the take-up of Common Shares by the Offeror pursuant to the Offer, any Compulsory Acquisition, any Subsequent Acquisition Transaction, any subsequent amalgamation, merger or other business combination of the Company (or any of its affiliates) and Anvil, any Alternative Transaction and any other actions with respect to any other transactions contemplated by the Support Agreement
“controlling shareholder”	has the meaning ascribed to it under the Listing Rules
“Convertible Securities”	the Options, Trafigura Warrants and Restricted Shares
“Directors”	the directors of the Company
“DRC”	Democratic Republic of the Congo
“Effective Time”	the time of the appointment or election to the Anvil Board of persons designated by the Offeror who represent a majority of the

	directors of Anvil
“EGM”	means an extraordinary general meeting of the Company
“ESSIS”	means Anvil’s Executive and Senior Staff Incentive Scheme as approved by Anvil Shareholders on 14 June 2011
“ESSIS Entitlements”	means outstanding entitlements, whether vested or unvested, to receive Common Shares and/or a cash amount in accordance with the terms of the ESSIS
“Expiry Time”	no earlier than 5:00 p.m. (Toronto time) on the 36th day after the commencement of the Offer, or subject to the right of the Offeror, such time on such date as the same may be extended
“FATA”	the Foreign Acquisitions and Takeovers Act 1975 (Australia)
“FIRB”	the Foreign Investment Review Board (Australia)
“Fully-Diluted Basis”	with respect to the number of outstanding Common Shares at any time, the number of Common Shares that would be outstanding if all Convertible Securities, whether vested or unvested, were converted into, or exchanged or exercised for, Common Shares
“GAAP”	means generally accepted accounting principles as set out in the Handbook of the Canadian Institute of Chartered Accountants, as amended from time-to-time, consistently applied, or International Financial Reporting Standards, as applicable, consistently applied
“Gécamines”	La Générale des Carrières et des Mines, a state owned mining company established under DRC law
“Government Entity”	means: <ul style="list-style-type: none"> <li>(a) any sovereign nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission (including any securities commission), instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing;</li> <li>(b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court;</li> <li>(c) any stock exchange; or</li> <li>(d) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing entities established to perform a duty or function on its behalf</li> </ul>
“Group”	the Company and its Subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“HMS”	Heavy Media Separation



“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Kinsevere Mine”	means, collectively, the Kinsevere copper project, currently consisting of three deposits, the mine and processing facility relating thereto, all located in the DRC and all as contemplated in the Anvil Public Documents filed and publicly available on SEDAR prior to 21 September 2011
“Laws”	means any applicable laws, including international, national, provincial, state, municipal and local laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, notices, by-laws, rules, regulations, ordinances, or other requirements, policies or instruments of any Governmental Entity having the force of law
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Lists”	the lists of all registered holders of Common Shares, Options, Trafigura Warrants and Restricted Shares, as well as such lists of participants in book-based nominee registrants, non-objecting beneficial holders of Common Shares and holders of CDIs, in each case in electronic form and as of the latest practicable date, including address and security holding information for each person, to the extent available, and any supplements of such lists to reflect any changes to the holders of Common Shares, Options, Trafigura Warrants and Restricted Shares and CDIs, as applicable, or such other information, mailing labels or other assistance as the Company may reasonably request in order to be able to communicate to holders of Common Shares, Options, Trafigura Warrants and Restricted Shares and CDIs
“Lock-up Agreement”	means the lock-up agreement entered into on or around the date of this announcement, by the Company, the Offeror and each of the Locked-up Shareholders, pursuant to which the Company has agreed to cause the Offeror to make and the Offeror has agreed to make the Offer, and the Locked-up Shareholders have agreed to tender to the Offer all of the Common Shares held or hereafter acquired by them, all on the terms and subject to the conditions set forth therein
“Locked-up Shareholders”	means Trafigura and each of the directors and CEO, CFO and COO of Anvil who hold Common Shares and/or Convertible Securities, directly or indirectly
“Major Transaction”	has the meaning given to it under Rule 14.06(3) of the Listing Rules
“Material Adverse Effect”	means, when used in connection with a person, any effect that is, or could reasonably be expected to be, material and adverse to the financial condition, properties, assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), obligations (whether absolute, accrued, conditional or otherwise), businesses, operations, or

present or future results of operations of that person and its Subsidiaries taken as a whole, whether before or after giving effect to the transactions contemplated by the Support Agreement, other than any effect:

- (a) resulting from the announcement of the Support Agreement or the transactions contemplated by the Support Agreement;
- (b) relating to general economic conditions, or securities or capital markets generally in Canada, the United States, the Democratic Republic of Congo, Australia or elsewhere;
- (c) relating to any changes in currency exchange rates, interest rates or inflation;
- (d) affecting the global mining industry in general;
- (e) relating to any of the principal markets served by that person's business generally (including the business of that person's subsidiaries) or shortages or price changes with respect to raw materials or metals (including copper);
- (f) relating to a change in the market trading price or trading volume of securities of that person;
- (g) relating solely to the failure by that person to meet any earnings, projections, forecasts or estimates, whether internal or previously publicly announced;
- (h) relating to any change in applicable generally accepted accounting principles, including GAAP, or as a result of any reconciliation of financial data into International Financial Reporting Standards; or
- (i) resulting from compliance with the terms of the Support Agreement or resulting from actions or inactions to which the other party has expressly consented, in writing;

provided that the causes underlying such effect referred to in clauses (f) or (g), respectively, may be taken into account when determining whether a Material Adverse Effect has occurred and provided further, however, that such effect referred to in clause (b), (c), (d), (e) or (h) above does not primarily relate to (or have the effect of primarily relating to) that person and its subsidiaries, taken as a whole, or materially disproportionately adversely affect that person and its subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which that person and its subsidiaries operate

"MI 61-101"

*Canadian Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions*

"Minimum Tender Condition"

has the meaning given to it under the heading "The Offer - Offer Conditions" in this announcement

“Mutoshi Offer”	has the meaning given to that term under the heading, “Information on Anvil – Mutoshi Project”
“Mutoshi Project”	means, collectively, the Mutoshi copper/cobalt project and the processing facility relating thereto, all located in the DRC and all as contemplated in the Anvil Public Documents filed and publicly available on SEDAR prior to 21 September 2011
“NWTBCA”	Northwest Territories Business Corporations Act, as amended
“Offer”	the all-cash conditional takeover offer to acquire all of the Common Shares not already owned, directly or indirectly, by the Offeror, including Common Shares issuable (and that, prior to the Expiry Time are actually issued) upon the exercise of Options or the Trafigura Warrants or resulting from the satisfaction or removal of the terms, conditions or restrictions attached to Restricted Shares
“Offer Conditions”	the conditions to completion of the Offer set out under the heading “The Offer – Offer Conditions pursuant to the Support Agreement” in this announcement
“Offer Document”	the offer and circular to be issued by the Offeror in respect of the Offer
“Offer Period”	the period during which the Offer will remain open
“Offer Price”	the offer price of C\$8.00 (equivalent to approximately HK\$60.40) for each Common Share pursuant to the Offer
“Offeror”	MMG Malachite Limited, a corporation existing under the laws of the Northwest Territories, Canada and an indirect wholly-owned subsidiary of the Company
“Options”	means outstanding options to acquire Common Shares of Anvil under the Share Incentive Plan
“Preliminary Offer Conditions”	the conditions to commencement of the Offer set out under the heading “The Offer – Preliminary Offer Conditions pursuant to the Support Agreement” in this announcement
“Required Regulatory Approvals”	means FATA approval, being: <ul style="list-style-type: none"> <li>(a) receipt of formal notification from the Treasurer of the Commonwealth of Australia under the FATA or foreign investment policy that the Treasurer does not object to the transactions contemplated by the Support Agreement; or</li> <li>(b) the Treasurer of the Commonwealth of Australia becoming precluded from exercising any power to make an order under the FATA in relation to the Contemplated Transactions</li> </ul>
“Restricted Shares”	means a Common Share of Anvil that is subject to certain restrictions under the Share Incentive Plan
“Securities Act”	the U.S. Securities Act of 1933
“SEDAR”	means the Canadian System for Electronic Document Analysis and

	Retrieval
“Share Incentive Plan”	means the Anvil Mining 2011 Share Incentive Plan as approved by Anvil Shareholders on 14 June 2011
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Subsequent Acquisition Transaction”	has the meaning given to it in the section of this announcement entitled “The Offer – Acquisition of Common Shares not deposited”
“Subsidiary”	means a “subsidiary” as defined in Canadian <i>National Instrument 45-106 Prospectus and Registration Exemptions</i>
“Support Agreement”	means the agreement entered into between the Company, the Offeror and Anvil on or around the date of this announcement relating to the Anvil Board taking all reasonable action to support the Offer and to recommend acceptance of the Offer to Anvil Shareholders, in writing, all on terms and subject to the conditions contained within the Support Agreement
“SX-EW”	Solvent Extraction Electrowinning
“Tax Act”	means the <i>Income Tax Act</i> (Canada) and regulations made thereunder, as now in effect and as they may be amended from time-to-time prior to the Effective Time
“Trafigura”	means Trafigura Beheer B.V., who as at the date of this announcement, has a disclosed interest in Anvil of 59,248,729 Common Shares and the Trafigura Warrants, and who, at the date of this announcement is the major shareholder of Anvil
“Trafigura Warrants”	means the 5,228,320 Common Share purchase warrants of Anvil held by Urion Mining International B.V, where each whole warrant entitles Trafigura to acquire one Common Share at a price of C\$2.75 per share until 16 June 2012
“TSX”	Toronto Stock Exchange
“US\$”	United States dollars, the lawful currency of the United States
“VWAP”	volume weighted average price

*Unless otherwise stated, conversion of C\$ and US\$ into HK\$ in this announcement is based on the exchange rate of C\$1.00 = HK\$7.55 and US\$1.00 = HK\$7.80 for the purpose of illustration only. No representation is made and there is no assurance that C\$, US\$ or HK\$ can be purchased or sold at such rate.*

By order of the Board  
**Minmetals Resources Limited**  
**Andrew Gordon Michelmore**  
*CEO and Executive Director*

Hong Kong, 30 September 2011

*As at the date of this announcement, the Board comprises eleven directors, of which four are executive directors, namely Mr. Hao Chuanfu (Vice Chairman), Mr. Andrew Gordon Michelmore, Mr. David Mark Lamont and Mr Li Liangang; four are non-executive directors, namely Mr. Wang Lixin (Chairman), Mr. Jiao Jian, Mr. Xu Jiqing and Mr. Gao Xiaoyu; and three are independent non-executive directors, namely Mr. Ting Leung Huel, Stephen, Mr. Loong Ping Kwan and Dr. Peter William Cassidy.*

## APPENDIX

Certain technical information in this announcement regarding the Kinsevere and Mutoshi Projects is summarised or extracted from Anvil's Annual Information Form for the financial year ended 31 December 2010, dated 31 March 2011 ("**2010 Annual Information Form**").

### **KINSEVERE MINE**

The Kinsevere Mine is located in the Katanga province in the southeast of the DRC. It is situated in the central section of the central African copperbelt, approximately 30 kilometres north of the provincial capital, Lubumbashi.

The Kinsevere site comprises two separate exploitation permits, Kinsevere (PE 528) and Nambulwa (PE 539), the area of which totals 29.6 square kilometres. Kinsevere consists of three deposits, Kinsevere Hill (including Kinsevere Hill Extension (also known as Kilongo)), Tshifufia and Tshifufiamashi, and covers an area of 16.1 square kilometres. All three deposits lie within 2 kilometres of each other and trend in a north north-west direction with Kinsevere Hill being the most southern deposit and Tshifufiamashi being the most northern. Both PEs 528 and 539 are valid until 3 April 2024.

The Kinsevere Stage II SX-EW plant is intended to be capable of producing 60,000 tonnes of copper cathode per annum, where commissioning and ramp up to full nameplate capacity is continuing.

#### ***Joint Venture and Lease Agreement***

In June 2004, Anvil and Mining Company Katanga SPRL ("**MCK**") entered into a joint venture for the purpose of forming AMCK Mining SPRL ("**AMCK**"), a special purpose joint venture company established to explore and develop the Kinsevere site. In exchange for an original 30% equity interest in AMCK, MCK provided to the joint venture its rights derived under a preliminary agreement with Gécamines, the owner of the relevant mineral rights over the Kinsevere site. In exchange for an original 70% equity interest in AMCK, Anvil contributed to the joint venture the funding for the exploration and initial development of the Kinsevere Mine, including the completion of a bankable feasibility study.

In July 2004, AMCK finalised its exploration agreement with Gécamines, following which AMCK had the exclusive right to negotiate with Gécamines to enter into either a joint venture or lease agreement for the sites subject to the completion of a feasibility study. In December 2005, AMCK concluded negotiations with Gécamines and signed a lease agreement with it to mine and process ore from the two exploitation permits, Kinsevere (PE 528) and Nambulwa (PE 539), until 2024 ("**Lease Agreement**"). Approval for the Lease Agreement was issued by the DRC Minister of Portfolio on 6 December 2005. The Lease Agreement provides for AMCK to make royalty payments to Gécamines based on 2.5% of gross turnover.

Following an exploration and evaluation program completed in 2007, the Nambulwa permit was returned to Gécamines in 2008.

In September 2006, Anvil increased its equity holding in AMCK to 80% through the purchase of 10% of the company from MCK for US\$14 million. In April 2007, Anvil further increased its shareholding in AMCK to 95% on payment to MCK of a further US\$43 million.

#### ***Mineral Resource and Mineral Reserve Estimates***

The below table presents a summary of the mineral resource estimate for the Kinsevere Mine as at 31 December 2010. The estimated total oxide measured and indicated mineral resource at that

date was 29.0 million tonnes at a grade of 2.9% acid soluble copper (or ASCu) for 825,000 tonnes of contained acid soluble copper, whilst the total oxide inferred mineral resource as at the same date was 1.11 million tonnes at a grade of 1.6% ASCu for 17,200 tonnes of contained acid soluble copper.

The total sulphide measured and indicated mineral resource as at 31 December 2010 was 11.9 million tonnes at a grade of 2.7% Total Copper (or TCu) for 317,000 tonnes of total contained copper. The total sulphide inferred mineral resource as at 31 December 2010 was 12.3 million tonnes at a grade of 2.66% TCu for 328,200 tonnes of contained total copper. The results of these studies are set out below in Table 1.

**Table 1. December 2010 Mineral Resource Estimate: Kinsevere Mine**

<b>Kinsevere oxide mineral resource statement as at December, 31 2010 (0.5%TCu cut-off)</b>					
<b>Deposit</b>	<b>Category</b>	<b>Tonnes (M t)</b>	<b>TCu (%)</b>	<b>ASCu (%)</b>	<b>Contained ASCu (k t)</b>
Tshifufia	Measured	12.38	4.42	3.44	425.4
	Indicated	3.50	3.62	2.63	92.1
Tshifufiamashi	Measured	3.19	3.20	2.65	84.4
	Indicated	2.96	2.67	1.98	58.7
Kinsevere Hill	Measured	-	-	-	-
	Indicated	6.93	2.70	2.37	164.3
<b>Total Oxide Deposits</b>	<b>Measured and Indicated</b>	<b>28.96</b>	<b>3.60</b>	<b>2.85</b>	<b>824.8</b>
<b>Kinsevere combined oxide and sulphide mineral resource statement as at December, 31 2010 (0.5%TCu cut-off)</b>					
<b>Deposit</b>	<b>Category</b>	<b>Tonnes (M t)</b>	<b>TCu (%)</b>	<b>ASCu (%)</b>	<b>Contained ASCu (k t)</b>
Tshifufia	Measured	2.29	2.36	1.11	54.0
	Indicated	8.82	2.82	1.13	248.7
Tshifufiamashi	Measured	-	-	-	-
	Indicated	0.75	1.90	0.48	14.3
<b>Total Sulphide Deposits</b>	<b>Measured and Indicated</b>	<b>11.86</b>	<b>2.67</b>	<b>1.09</b>	<b>317.0</b>
<b>Total Oxide and Sulphide Deposits</b>	<b>Measured and Indicated</b>	<b>40.82</b>	<b>3.33</b>	<b>2.34</b>	<b>1,395.5</b>

(1) The contained metal for the oxide mineral resource is quoted in acid soluble copper terms (ASCu), whereas the contained metal for the sulphide mineral resource is quoted in total copper terms (TCu).

(2) The mineral resource estimate is based on geologically controlled interpretations of copper mineralised zones, defined by reverse circulation and diamond drillhole intersections. Cu grades have been interpolated, using ordinary kriging with appropriate parameters into a 3D block model,

constrained by wire frames of the interpretation. Resource tonnages and grades are reported using a 0.5% Total Cu cut-off, and represent the remaining estimated mineral resources as at 1 January 2011. The geological cut-off grade has been changed from that reported for the December 2009 estimate in order to accommodate a revised economic cut-off grade for oxide mineral reserve reporting.

(3) The mineral resource at the Kinsevere Mine has been estimated, classified and reported using the guidelines of the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (the "JORC" Code, 2004). These guidelines are generally consistent with those required by Canadian National Instrument (NI) 43-101 – Standards of Disclosure for Mineral Projects. The estimate in relation to Tshifufia and Tshifufiamashi was prepared by Mr David Gray of Optiro Pty Ltd, whilst the estimate in relation to Kinsevere Hill was prepared under the supervision of Mr Gerry Fahey of CSA Global Pty Ltd. Messrs Gray and Fahey are Qualified Persons in accordance with NI 43-101.

(4) Mineral Resource estimates will continue to benefit from additional data acquired through infill, extensional and grade control drilling in addition to in-pit mapping and improved understanding of the geological factors influencing mineralisation.

An updated mineral reserve estimate, as at December 2010, was completed by A & J Cameron and Associates (report dated February 2011), based on conventional mine planning steps including resource optimisation, detailed staged pit design and life of mine production scheduling. The marginal cut-off grade for future Stage II SX-EW processing of oxide plant feed at the Kinsevere Mine was determined based on an adopted revised long-term copper metal price of US\$1.75/lb Cu, compared to US\$1.43/lb used in the mineral reserve estimate of 31 December 2009. The results of this study are set out below in Table 2.

**Table 2. December 2010 Mineral Reserve summary: Kinsevere Mine**

<b>Kinsevere oxide mineral reserve statement as at December 31, 2010 (based on \$1.75/lb Cu)</b>					
<b>Deposit</b>	<b>Category</b>	<b>Tonnes (M t)</b>	<b>TCu (%)</b>	<b>ASCu (%)</b>	<b>Contained ASCu (k t)</b>
Tshifufia	Proven	11.99	4.43	3.49	418.2
	Probable	1.84	4.60	3.52	64.8
Tshifufiamashi	Proven	2.75	3.32	2.82	77.6
	Probable	1.00	3.07	2.57	25.8
Kinsevere Hill	Proven	-	-	-	-
	Probable	4.55	3.10	2.77	125.8
<b>Subtotal Pits</b>	<b>Proven and Probable</b>	<b>22.13</b>	<b>3.97</b>	<b>3.22</b>	<b>712.1</b>
Stockpiles	Proven	-	-	-	-
	Probable	2.66	1.92	1.61	42.7
<b>Subtotal Stockpiles</b>	<b>Proven and Probable</b>	<b>2.66</b>	<b>1.92</b>	<b>1.61</b>	<b>42.7</b>
<b>Total Pits and Stockpiles</b>	<b>Proven and Probable</b>	<b>24.79</b>	<b>3.75</b>	<b>3.04</b>	<b>754.8</b>

(1) The contained metal for the oxide mineral reserve is quoted in acid soluble copper terms (ASCu).



(2) The mineral reserve is based on and is contained within the mineral resource inventory listed in Table 1(above).

(3) The mineral reserves at the Kinsevere Mine are reported in accordance with National Instrument 43-101.

(4) Mineral resource estimates will continue to benefit from additional data acquired through infill, extensional and grade control drilling in addition to in-pit mapping and improved understanding of the geological factors influencing mineralisation.

### **Development**

In May 2006, following completion of a feasibility study, Anvil committed to a US\$35 million Stage I development at the Kinsevere Mine which comprised a HMS plant and an Electric Arc Furnace. The Stage I HMS plant was commissioned in June 2007 and the first of the two furnaces that make up the Electric Arc Furnace facility was commissioned during the third quarter of 2008. The Stage I HMS plant ceased operations on 24 June 2011, when it was placed on care and maintenance.

Anvil's primary focus is now the 60,000 tonnes per year Stage II SX-EW plant development at the Kinsevere Mine, which restarted in January 2010 after being placed on hold in November 2008. The capital cost estimate for construction of Stage II is US\$400 million and includes US\$200 million that had been spent prior to November 2008 when construction work was halted temporarily as a result of financial difficulties.

On 12 August 2011 Anvil announced that construction of the Kinsevere Stage II SX-EW plant was essentially complete, with commissioning and ramp-up progressing in line with Anvil's expectations. Anvil announced that it expects that this will be completed in the third quarter of 2011, at which time it is expected that commercial production be declared and formal taking over of the Stage II SX-EW plant take place.

For the June 2011 quarter, start-up production of copper cathode at the Stage II SX-EW plant totalled 3,376 tonnes.

### **Mining and Processing Operations**

Mining operations at the Kinsevere Mine commenced in December 2006, with the first copper concentrate production from the Stage I HMS plant occurring in June 2007. For the 2010 year, the Kinsevere Mine produced 16,538 tonnes of copper contained in concentrate. Kinsevere copper production for 2009 and 2010 is set out below in Table 3.

**Table 3. Annual Production 2009 and 2010: Kinsevere Mine**

		<b>2010</b>	<b>2009</b>
Ore mined	tonnes	1,063,735	297,459
Ore processed	tonnes	303,162	231,823
Feed grade	% Cu	7.1	8.2
Contained copper	tonnes	21,398	19,066
Copper recovery	%	68.3	76.0
Copper produced in concentrate (HMS and Spirals)	tonnes	16,538	16,406

- (1) Ore processed at Kinsevere relates to ore processed through the Stage HMS plant.
- (2) Grade of concentrates is approximately 26% copper.
- (3) In 2009, the Kinsevere HMS plant recommenced operation in late March 2009, following a brief halt to production.
- (4) In addition to producing a coarse concentrate from the HMS plant, a fine grained, slightly lower grade concentrate is produced from a spirals circuit, through which the fines (<0.6mm) that are screened off before the HMS circuit, are treated.
- (5) The large increase in the quantity of ore mined during 2010 is due to the HMS processing of stockpiled material (as opposed to mined material) for much of 2009 and the establishment of stockpiled material for processing through the Stage II SX-EW plant.

## **MUTOSHI PROJECT**

The Mutoshi Project is located 10 kilometres east of the mining centre of Kolwezi in the Katanga province in the southeast of the DRC. Kolwezi is situated in the western extremity of the central African copperbelt, approximately 250 kilometres west of the provincial capital of Lubumbashi.

The Mutoshi site is covered by mining leases PE2604 and PER2812. PE 2604 covers an area of 47.6 square kilometres and PER2812 covers an area of 57.8 square kilometres.

The Mutoshi Project is a copper and cobalt exploration prospect that shows potential for a large scale, oxide open pit mining operation.

### ***Joint Venture***

Anvil (through one of its subsidiaries) and Gécamines entered into a joint venture for the purposes of forming Société Minière de Kolwezi SPRL ("**SMK**"), a special purpose joint venture company established to explore and mine the Mutoshi sites. Gécamines currently holds a 30% interest in SMK whilst Anvil holds a 70% interest in SMK.

### ***Operations History***

Mining operations and HMS plant commissioning at the Mutoshi Project commenced in 2005. Operations reached design capacity of 50 tonnes per hour for production of 4,500-5,000 tonnes of concentrate per month in 2006 following the installation of the scrubber and larger screen.

However, during the fourth quarter of 2008, HMS processing activities ceased and the Mutoshi Project was placed on care and maintenance.

### ***Development***

The Anvil Group is now undertaking an in-fill drilling program at the Mutoshi Project the objective of which is to define sufficient near-surface oxide copper and cobalt mineralisation to enable the evaluation of development options. In February 2011, Anvil signed an agreement with Alexander Mining Katanga s.p.r.l ("**Alexander**") for it to build and operate a pilot plant to utilize Alexander's proprietary ammonia-based leaching technology to process up to 150,000 tonnes of cobalt ore at Anvil's Mutoshi Project.

Given Anvil's focus on the completion of Stage II SX-EW plant at the Kinsevere Mine, the Anvil Group has not had the capacity recently to carry out further evaluation of the Mutoshi Project. As a result, a number of artisanal miners became active in the area and continue to have a presence on part of the Mutoshi tenements.