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(Incorporated in the Cayman Islands with limited liability)

(Stock code: 01164)

**MAJOR AND CONTINUING CONNECTED TRANSACTION
REVOLVING LOAN FACILITY AGREEMENT
&
CONTINUING CONNECTED TRANSACTION
SALE OF NATURAL URANIUM FRAMEWORK AGREEMENT**

REVOLVING LOAN FACILITY AGREEMENT

On 15 October 2013 (after trading hours), the Company as lender and China Uranium Development as borrower entered into the Revolving Loan Facility Agreement pursuant to which the Company will provide the Revolving Loan of an amount not exceeding US\$150 million (approximately HK\$1,170 million) to China Uranium Development for the Availability Period commencing from the Loan Effective Date and ending on 15 November 2014.

The Company is owned as to approximately 50.11% by China Uranium Development and accordingly China Uranium Development is the Controlling Shareholder of the Company. Therefore, China Uranium Development is a connected person of the Company. The entering into of the Revolving Loan Facility Agreement and the provision of the Revolving Loan to China Uranium Development constitute a continuing connected transaction of the Company under Chapter 14A of the Listing Rules and are subject to the reporting, announcement and Independent Shareholders' approval requirement under Chapter 14A of the Listing Rules.

As certain of the applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of the provision of the Revolving Loan exceed 25% but less than 75%, the entering into of the Revolving Loan Facility Agreement and the provision of the Revolving Loan constitute a major transaction of the Company under Chapter 14 of the Listing Rules and are subject to the reporting, announcement and Independent Shareholders' approval requirement under Chapter 14 of the Listing Rules.

SALE OF NATURAL URANIUM FRAMEWORK AGREEMENT

On 15 October 2013 (after trading hours), the Framework Agreement was entered into between the Company and CGNPC-URC for the Sale of Natural Uranium by the Group to CGNPC-URC during the Effective Period.

CGNPC-URC is the sole shareholder of China Uranium Development, the Controlling Shareholder of the Company. CGNPC-URC is therefore a connected person of the Company under the Listing Rules. The Sale of Natural Uranium under the Framework Agreement constitutes a continuing connected transaction of the Company under Chapter 14A of the Listing Rules.

As each of the applicable percentage ratios on an annual basis is more than 5% and the annual consideration is more than HK\$10,000,000, the Sale of Natural Uranium is subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

GENERAL

An EGM will be convened to obtain the Independent Shareholders' approval regarding the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium. A circular containing, among others, (1) details of the Revolving Loan Facility Agreement, the proposed Cap Amount and the provision of the Revolving Loan; (2) details of the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium; (3) a letter from the Independent Board Committee setting out its recommendations in connection with the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium to the Independent Shareholders; (4) a letter from Goldin Financial setting out its advice to the Independent Board Committee and the Independent Shareholders; and (5) a notice of the EGM will be despatched to the Shareholders on or before 5 November 2013 in accordance with the Listing Rules.

REVOLVING LOAN FACILITY AGREEMENT

Introduction

On 15 October 2013 (after trading hours), the Company as lender and China Uranium Development as borrower entered into the Revolving Loan Facility Agreement pursuant to which the Company will provide the Revolving Loan of an amount not exceeding US\$150 million (approximately HK\$1,170 million) to China Uranium Development for the Availability Period commencing from the Loan Effective Date and ending on 15 November 2014.

Major Terms

Date

15 October 2013

Parties

- (a) the Company, as lender; and
- (b) China Uranium Development, as borrower.

The Company is owned as to approximately 50.11% by China Uranium Development and accordingly China Uranium Development is the Controlling Shareholder of the Company. Therefore, China Uranium Development is a connected person of the Company. The entering into of the Revolving Loan Facility Agreement and the provision of the Revolving Loan to China Uranium Development constitute a continuing connected transaction for the Company under Chapter 14A of the Listing Rules.

Loan Effective Date

The Revolving Loan Facility Agreement will be effective upon occurrence of the followings:

- (a) the Revolving Loan Facility Agreement has been executed and sealed by the legal representatives or authorised representatives of both parties; and
- (b) the Independent Shareholders having approved by way of poll at the EGM the entering into of the Revolving Loan Facility Agreement.

The Revolving Loan

The Revolving Loan under the Revolving Loan Facility Agreement will be an amount not exceeding US\$150 million (approximately HK\$1,170 million) and will be made available for the Availability Period commencing from the Loan Effective Date and ending on 15 November 2014.

The Company shall have the right at any time to terminate the Revolving Loan under the Revolving Loan Facility Agreement by serving not less than 30 Business Days' notice in writing to China Uranium Development. When the Revolving Loan is terminated, all outstanding principal and interest accrued shall become immediately payable.

Subject to China Uranium Development's fulfilment of the conditions as stated in the Revolving Loan Facility Agreement, the Company agrees to provide a loan not exceeding the Loan Effective Amount to China Uranium Development on any Drawdown Date within the Availability Period (the "**Single Loan**"). China Uranium Development shall submit the drawdown notice at least 10 Business Days prior to each Drawdown Date.

Each drawdown notice shall include, among other things, (i) the amount of that Single Loan, (ii) the period of that Single Loan (which must be within the Availability Period) and (iii) the Drawdown Date.

China Uranium Development will not be required to provide any guarantee or charge any assets to the Company under the Revolving Loan Facility Agreement.

Interest Rate

Interest on each Single Loan shall be calculated from the Drawdown Date until the full repayment date of the Single Loan, on the basis of 360 days per annum.

Interest of each Single Loan shall be calculated as follows:

- (a) 1 month LIBOR+6%, if the period of that Single Loan is less than 3 months;
- (b) 3 months LIBOR+6%, if the period of that Single Loan is between 3-6 months; or
- (c) 6 months LIBOR+6%, if the period of that Single Loan is more than 6 months.

Interest Period

- (a) If the Single Loan Period is less than or equal to 6 months, the interest period shall commence from the relevant Drawdown Date until the Single Loan Due Date.
- (b) If the Single Loan Period is more than 6 months:
 - (i) in the event that the relevant Drawdown Date is between 21 December to 20 June (both dates inclusive), the first interest period shall commence from the relevant Drawdown Date until 20 June; if the relevant Drawdown Date is between 21 June to 20 December (both dates inclusive), the first interest period shall commence from the relevant Drawdown Date until 20 December, as the case may be (the “**First Interest Period**”);
 - (ii) thereafter, each interest period shall count from 21 June and 21 December, i.e. an interest payment period shall commence from 21 December to 20 June and another interest payment period shall commence from 21 June to 20 December (“**Other Interest Period**”). If the Single Loan Due Date falls within the abovementioned interest period, the interest period shall end on the Single Loan Due Date (“**Final Interest Period**”).

Interest Payment

- (a) If the Single Loan Period is less than or equal to 6 months, all interest accrued shall be paid in a lump sum on the Single Loan Due Date.
- (b) If the Single Loan Period is more than 6 months:
 - (i) depending on actual circumstances, in the event that the Drawdown Date of that Single Loan falls between 21 December to 20 June (both dates inclusive), all interest accrued during the First Interest Period shall be paid on 21 June; in the event that the Drawdown Date of that Single Loan falls between 21 June to 20 December (both dates inclusive), all interest accrued during the First Interest Period shall be paid on 21 December; and
 - (ii) after the First Interest Period, depending on circumstances, all interest accrued during Other Interest Period shall be paid on 21 June and 21 December of each year. However, all interest accrued during the Final Interest Period shall be paid on the Single Loan Due Date.

Default interest for any outstanding interest shall be charged at the applicable interest rate of that Single Loan plus 2%, calculated from the due date of interest payment as stipulated in (a) or (b) above until the date of actual payment in full and on a daily basis.

Repayment

Subject to the paragraph “Interest Payment” above, each Single Loan together with interest accrued shall be repaid to the Company in one lump sum in the same currency on the Single Loan Due Date. Each Single Loan Due Date must be within the Availability Period.

If China Uranium Development cannot fully repay any Single Loan on the Single Loan Due Date, the Company has the right to charge default interest on the outstanding parts at the applicable interest rate of that Single Loan plus 2%, calculated from the Single Loan Due Date until the date of actual payment in full and on a daily basis.

Early Repayment

China Uranium Development shall have the right at any time to repay prior to the due date all or part of outstanding principal and interest accrued under the Revolving Loan Facility Agreement by giving not less than 7 Business Days' prior written notice to the Company.

The Company shall have the right at any time demand China Uranium Development to repay prior to the due date all or part of outstanding principal and interest accrued under the Revolving Loan Facility Agreement by giving not less than 30 Business Days' prior written notice to China Uranium Development.

Validity of Existing Agreement

The Existing Agreement shall expire on 14 November 2013. The Existing Agreement shall cease to be effective on the Loan Effective Date. Any loans drawn under the Existing Agreement but not yet repaid shall be governed by the terms of the Revolving Loan Facility Agreement.

REASONS FOR AND BENEFITS OF THE REVOLVING LOAN FACILITY AGREEMENT

The Existing Agreement will expire on 14 November 2013. As at the date of this announcement, the Company still has not identified suitable investment targets or investment opportunities given the existing economic environment.

As at the date of this announcement, the prevailing interest rate for a 12-month HK\$ fixed deposit announced by The Hongkong and Shanghai Banking Corporation Limited, being 0.2% per annum, is substantially lower than the interest rates offered by China Uranium Development for the provision of the Revolving Loan.

The provision of the Revolving Loan will enable the Company to enhance the return on investment on its surplus cash resources. Further, the terms of the Revolving Loan Facility Agreement allows the Company to demand for early repayment from China Uranium Development prior to the due date. As such, the flexibility of cash flow is maintained, while at the same time any potential future business development or investment opportunities of the Group are not affected.

The terms of the Revolving Loan Facility Agreement, including the proposed Cap Amount of the Revolving Loan and the interest rate applicable, were agreed by the parties after arm's length negotiations having taken into account the prevailing market interest rates and practices.

Taken into consideration the creditworthiness and the good repayment records of China Uranium Development, its financial conditions after reviewing their available financial information and that the interest rate for the provision of the Revolving Loan under the Revolving Loan Facility Agreement is more favourable to the Company, the Directors (excluding all independent non-executive Directors whose views will be based on the opinion of Goldin Financial) consider that the terms of the Revolving Loan Facility Agreement, the proposed Cap Amount and the provision of the Revolving Loan are on normal commercial terms, are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

SALE OF NATURAL URANIUM FRAMEWORK AGREEMENT

Introduction

On 15 October 2013 (after trading hours), the Framework Agreement was entered into between the Company and CGNPC-URC for the Sale of Natural Uranium by the Group to CGNPC-URC during the Effective Period.

Major Terms of the Framework Agreement

Date

15 October 2013

Parties

- (a) The Company, as seller; and
- (b) CGNPC-URC, as purchaser

As at the date of this announcement, CGNPC-URC is the sole shareholder of China Uranium Development, the Controlling Shareholder of the Company, which holds approximately 50.11% equity interest in the Company. CGNPC-URC is therefore a connected person of the Company under the Listing Rules.

Subject Matter

Pursuant to the Framework Agreement:

- (a) The Group has agreed to sell and CGNPC-URC has agreed to purchase and purchase on behalf of certain End Users certain amount of Natural Uranium during the Effective Period;
- (b) CGNPC-URC is the sole Natural Uranium supplier of CGNPC. CGNPC-URC shall exclusively source from the Group the entire amount of Natural Uranium demanded by Guangxi Fangchenggang Company and Yangjiang Company during the Effective Period; and
- (c) The Group shall have the right of first offer to supply Natural Uranium demanded by all existing or potential uranium factory clients of CGNPC-URC or CGNPC-URC itself during the Effective Period.

Conditions Precedent and Term

The Framework Agreement shall become effective upon the approval by the Independent Shareholders with respect to the Framework Agreement and the Sale of Natural Uranium at the EGM. The Framework Agreement shall take effect from the Effective Date to 31 December 2016 (both days inclusive).

Prices of Natural Uranium and Payment Terms

The price per pound of Natural Uranium shall be determined with reference to the one-month, three-month, six-month, twelve-month arithmetic average prices of both the spot price index and long-term price index published weekly or monthly by the UxC and TradeTech and the rational price expectation of the Group and CGNPC-URC.

In any event, the price per pound of Natural Uranium offered to CGNPC-URC by the Group shall not be lower than that offered to any independent third parties.

The consideration of Natural Uranium being purchased shall be settled by CGNPC-URC via wire transfer within 30 calendar days or a date to be agreed by the Company and CGNPC-URC upon completion of each Delivery.

Proposed Annual Cap Amounts

The following table sets out the proposed Annual Cap Amounts in respect of the Sale of Natural Uranium for each of the three years ending 31 December 2016:

For the year ending on 31 December 2014	For the year ending on 31 December 2015	For the year ending on 31 December 2016
HK\$3,463,200,000	HK\$3,463,200,000	HK\$3,463,200,000

The proposed Annual Cap Amounts are determined by taking into account of the following factors: (i) the expected demand of Natural Uranium from the End Users, including Guangxi Fangchenggang Company and Yangjiang Company; (ii) historical trading volume of CGNPC-URC; (iii) historical prices and possible price fluctuations in Natural Uranium.

REASONS FOR AND BENEFITS OF THE FRAMEWORK AGREEMENT

The existing Framework Agreement will expire on 31 December 2013. The Group intends to continue with the trading of Natural Uranium as it is able to provide a stable source of income to the Group.

Given that CGNPC-URC is one of the few enterprises in the PRC which owns the licence(s) to manage nuclear fuels and deal with the import and export of Natural Uranium, coupled with the facts that the Group, by entering into the Framework Agreement, will indirectly become the Natural Uranium supplier of certain large and famous End Users (including Guangxi Fangchenggang Company and Yangjiang Company), the Board believes that the Sale of Natural Uranium is able to diversify the Group's existing business and provide the Group with stable income sources as well as to assist in developing the Group's expertise and experience in the uranium industry and enhance the Group's competitiveness in the future.

The terms and conditions of the Framework Agreement were determined after arm's length negotiations between the parties thereto. The Directors (excluding the independent non-executive Directors whose view will be formed after obtaining the advice from Goldin Financial) consider that the entering into of the Framework Agreement is on normal commercial terms and in the ordinary and usual course of business of the Group and the proposed Annual Cap Amounts are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

INFORMATION ON THE GROUP

The Group's original principal business used to be selling, distributing and manufacturing of pharmaceutical and food products and property investment. The Group has repositioned itself as a platform for uranium resources investment and trading after the successful completion of China Uranium Development's Share Subscription and CB Subscription on 18 August 2011.

INFORMATION ON CHINA URANIUM DEVELOPMENT

China Uranium Development is a wholly-owned subsidiary of CGNPC-URC, which is a subsidiary of CGNPC. Based in Shenzhen of the PRC, CGNPC is a state-owned nuclear power producer with material interests in nuclear fuels procurement and production. CGNPC-URC's core business activities are to (i) manage the supply of nuclear fuels of CGNPC; (ii) establish an interest in and support development of commercial resources and reserves of Natural Uranium; and (iii) deal with the import and export trade of PRC and overseas Natural Uranium and related products.

INFORMATION ON CGNPC-URC

CGNPC-URC is the sole shareholder of China Uranium Development, the Controlling Shareholder of the Company, which holds approximately 50.11% equity interest in the Company. CGNPC-URC is one of the few enterprises in the PRC which owns the licence(s) to manage nuclear fuels and deal with the import and export of Natural Uranium. The core business of CGNPC-URC are to: (i) manage the supply of nuclear fuels for CGNPC; (ii) establish an interest in and support development of commercial resources and reserves of Natural Uranium; and (iii) deal with the import and export trade of the PRC and overseas Natural Uranium and related products.

LISTING RULES IMPLICATIONS

China Uranium Development is a connected person of the Company and therefore the entering into of the Revolving Loan Facility Agreement and the provision of the Revolving Loan constitute a continuing connected transaction of the Company under Chapter 14A of the Listing Rules and are subject to the reporting, announcement, Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules. As certain applicable percentage ratios stipulated under Rule 14.07 of the Listing Rules in respect of provision of the Revolving Loan exceed 25% but less than 75%, the entering into of the Revolving Loan Facility Agreement and the provision of the Revolving Loan also constitute a major transaction of the Company under Chapter 14 of the Listing Rules and are subject to the reporting, announcement and Independent Shareholders' approval requirements under Chapter 14 of the Listing Rules.

Mr. He Zuyuan, an executive Director and chief executive officer of the Company and Ms. Jin Yunfei, a non-executive Director, have abstained from voting to approve the Revolving Loan Facility Agreement in the Board meeting due to the fact that they are the directors of China Uranium Development and are regarded as not independent to make any recommendation to the Board.

CGNPC-URC is a connected person of the Company and therefore the transaction contemplated under the Framework Agreement constitutes a continuing connected transaction of the Company under Chapter 14A of the Listing Rules. As each of the applicable percentage ratios on an annual basis is more than 5% and the annual consideration is more than HK\$10,000,000, the Sale of Natural Uranium is subject to the reporting, announcement, independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

Mr. He Zuyuan, an executive Director and chief executive officer of the Company, Mr. Yu Zhiping, a non-executive Director and chairman of the Company, Ms. Jin Yunfei, a non-executive Director and Mr. Wei Qiyuan, a non-executive Director, have abstained from voting to approve the Framework Agreement in the Board meeting due to the fact that they are the directors of China Uranium Development and/or senior management of CGNPC-URC and are regarded as not independent to make any recommendation to the Board.

EGM

An EGM will be convened to obtain the Independent Shareholders' approval regarding, among others, the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium.

INDEPENDENT BOARD COMMITTEE

The Independent Board Committee consisting of Mr. Ling Bing, Mr. Qiu Xianhong and Mr. Huang Jinsong, being the three independent non-executive Directors, has been established to advise the Independent Shareholders in connection with the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium. Goldin Financial has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Independent Shareholders regarding, among others, the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium.

A circular containing, among others, (1) details of the Revolving Loan Facility Agreement, the proposed Cap Amount and the provision of the Revolving Loan; (2) details of the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium; (3) a letter from the Independent Board Committee setting out its recommendations in connection with the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium to the Independent Shareholders; (4) a letter from Goldin Financial setting out its advice to the Independent Board Committee and the Independent Shareholders; and (5) a notice of the EGM will be despatched to the Shareholders on or before 5 November 2013 in accordance with the Listing Rules.

DEFINITIONS

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

“Annual Cap Amount(s)”	the maximum aggregate annual transaction amount(s) for the transaction contemplated under the Framework Agreement for each of the three years ending 31 December 2016
“associates”	has the same meaning as ascribed to it under the Listing Rules
“Availability Period”	the period during which the Revolving Loan is made available, commencing from the Loan Effective Date and ending on 15 November 2014

“Board”	the board of Directors of the Company
“Business Day(s)”	in relation to the Framework Agreement, Business Day shall mean a day (other than Saturday or Sunday or the days on which a tropical warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00a.m. and 5:00p.m.) on which licensed banks in Hong Kong are open for general banking business; in relation to the Revolving Loan Facility Agreement, Business Day shall mean any day excluding Saturdays, Sundays and public holidays in Hong Kong
“Cap Amount”	the maximum aggregate transaction amount of US\$150,000,000 contemplated under the Revolving Loan Facility Agreement commencing from the Loan Effective Date and ending on 15 November 2014
“CB Subscription”	The subscription of the convertible bonds with a principal amount of HK\$600,000,000 issued by the Company pursuant to the subscription agreement dated 18 March 2011
“CGNPC”	中國廣核集團有限公司 China General Nuclear Power Holding Corporation* (formerly known as 中國廣東核電集團有限公司 China Guangdong Nuclear Power Holding Corporation, Ltd.*), the sole shareholder of CGNPC-URC and the ultimate controller of the Company
“CGNPC-URC”	中廣核鈾業發展有限公司 CGNPC Uranium Resources Co., Ltd.*, a company established in the PRC with limited liability and the sole shareholder of China Uranium Development
“China Uranium Development”	China Uranium Development Company Limited 中國鈾業發展有限公司*, the Controlling Shareholder of the Company, holding approximately 50.11% equity interest in the Company as at the date of this announcement
“Company”	CGN Mining Company Limited 中廣核礦業有限公司*, a company incorporated in the Cayman Islands with limited liability, the Shares of which are listed on the main board of the Stock Exchange (stock code: 1164)
“connected person”	has the same meaning as ascribed to it under the Listing Rules
“Controlling Shareholder”	has the same meaning as ascribed to it under the Listing Rules
“Delivery”	the delivery of the ordered quantity of Natural Uranium in the form of U ₃ O ₈
“Directors”	the directors of the Company, including the independent non-executive Directors
“Drawdown Date”	the date of drawdown of each Single Loan

“Effective Date”	the date on which the Framework Agreement takes effect
“Effective Period”	the effective period of the Framework Agreement commencing from the Effective Date and ending on 31 December 2016 (both days inclusive)
“EGM”	the extraordinary general meeting of the Company to be convened and held for the Independent Shareholders to approve the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium
“End Users”	end users of Natural Uranium, including but not limited to Guangxi Fangchenggang Company and Yangjiang Company
“Existing Agreement”	the existing revolving loan facility agreement dated 15 October 2012 and entered into between the Company and China Uranium Development
“Framework Agreement”	the framework agreement dated 15 October 2013 entered into between the Company and CGNPC-URC in relation to the Sale of Natural Uranium by the Group to CGNPC-URC
“Goldin Financial” or “Independent Financial Adviser”	Goldin Financial Limited, a corporation licensed to carry on type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and the independent financial adviser appointed to advise the Independent Board Committee and the Independent Shareholders on the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Natural Uranium
“Group”	the Company and its subsidiaries
“Guangxi Fangchenggang Company”	廣西防城港核電有限公司 Guangxi Fangchenggang Nuclear Power Co., Ltd.*
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Board Committee”	the independent committee of the Board consisting of all the independent non-executive Directors, established to advise the Independent Shareholders on the Revolving Loan Facility Agreement, the proposed Cap Amount, the provision of the Revolving Loan, the Framework Agreement, the proposed Annual Cap Amounts and the Sale of Nature Uranium

“Independent Shareholders”	Shareholders other than China Uranium Development and its associates
“LIBOR”	London interbank market offered interest rates, i.e. the rate displayed on the Reuters monitor screen as “LIBOR01” offered for US\$ deposits for a comparable period, as of 11:00 a.m. (London time) on the second business day of British banks prior to the first day of each interest period
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Loan Effective Amount”	the balance of the Revolving Loan of US\$150,000,000 under the Revolving Loan Facility Agreement after deducting the outstanding principal from each Single Loan
“Loan Effective Date”	the date on which the Revolving Loan Facility Agreement takes effect
“Macau”	the Macau Special Administrative Region of the PRC
“Natural Uranium”	uranium ore concentrates in the form of U_3O_8 with isotopic assay as it occurs in nature and has not been altered (i.e. which had neither been enriched, depleted nor irradiated)
“percentage ratios”	has the same meaning as ascribed to it under the Listing Rules, as applicable to a transaction
“PRC”	the People’s Republic of China which, for the purpose of this announcement, excludes Hong Kong, Macau and Taiwan
“Revolving Loan”	the revolving loan facility of an amount not exceeding US\$150,000,000 (approximately HK\$1,170,000,000)
“Revolving Loan Facility Agreement”	the revolving loan facility agreement dated 15 October 2013 entered into between the Company as lender and China Uranium Development as borrower in connection with the provision of the Revolving Loan
“Sale of Natural Uranium”	the sale of Natural Uranium contemplated under the Framework Agreement
“Shareholder(s)”	the shareholder(s) of the Company
“Share Subscription”	the subscription of the 1,670,000,000 shares by China Uranium Development pursuant to the subscription agreement dated 18 March 2011
“Single Loan Due Date”	the due date of each Single Loan as stipulated in each drawdown notice

“Single Loan Period”	the repayment period of each Single Loan as stipulated in each drawdown notice
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“subsidiaries”	has the same meaning as ascribed to it under the Listing Rules
“TradeTech”	TradeTech of Denver Tech Centre, 7887 E. Belleview Avenue, Suite 888, Englewood, CO 80111, USA
“U ₃ O ₈ ”	Natural Uranium (not previously irradiated and containing not less than the nominal 0.711 weight percent ²³⁵ U). The U ₃ O ₈ shall conform to the latest version of the ASTM International’s “Standard Specification for Uranium Ore Concentrate” (ASTM C967) at the time of Delivery (i.e. currently ASTM C967 – 08)
“US\$”	United States Dollars, the lawful currency of the United States of America
“UxC”	The Ux Consulting Company, LLC
“Yangjiang Company”	陽江核電有限公司 Yangjiang Nuclear Power Co., Ltd.*
“%”	per cent

By Order of the Board
CGN Mining Company Limited
Mr. He Zuyuan
Chief Executive Officer

Hong Kong, 15 October 2013

As at the date of this announcement, the board of Directors of the Company comprises two executive Directors: Mr. He Zuyuan (chief executive officer) and Mr. Li Xianli (chief financial officer), four non-executive Directors: Mr. Yu Zhiping (chairman), Mr. Wei Qiyang, Mr. Huang Jianming and Ms. Jin Yunfei, and three independent non-executive Directors: Mr. Ling Bing, Mr. Qiu Xianhong and Mr. Huang Jinsong.

* for identification purposes only

In this announcement, the exchange rate between US\$ and HK\$ is US\$1=HK\$7.80.